

LA VISTA CITY COUNCIL MEETING AGENDA

May 15, 2018

6:00 P.M.

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

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act
- **• Proclamation – National Public Works Week
- **• Proclamation – National Police Week
- Presentation – NPZA Planning Award – Chris Solberg
- Service Award – Jodi Norton – 10 Years

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 May 1, 2018 City Council Meeting
3. Monthly Financial Report – March 2018
4. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Phase 1 Golf Course Transformation – Proposed Lake Improvements - \$5,176.77
5. Request for Payment – Olsson Associates – Professional Services – 96th & Brentwood Traffic Signal - \$10,939.60
6. Request for Payment – Olsson Associates – Professional Services – City Centre Phase 1 – Public Infrastructure - \$15,623.54
7. Request for Payment – Olsson Associates – Professional Services – City Centre Phase 1 – Public Infrastructure - \$20,888.17
8. Request for Payment – Design Workshop Inc. – Professional Services – 84th Streetscape Plan - \$128.70
9. Request for Payment – HDR Engineering Inc. – Professional Services – Project Management for Public Improvements and Other Works - \$12,179.51
10. Resolution – Change Order No. 3 – 96th & Brentwood Traffic Signal
11. Resolution – Award of Contract – Eastern Nebraska Office on Aging
12. Approve Change In Date and Start Time of City Council Meeting from August 7, 2018 at 7:00 p.m. to August 8, 2018 at 6:00 p.m.
13. Approval of Claims

- First Quarter Report – Sarpy County Economic Development Corporation
- Reports from City Administrator and Department Heads

B. Application for Replat – Brook Valley II Replat 5 (NE of 120th & Portal Rd.)
1. Resolution – Approve Replat
2. Resolution – Approve Subdivision Agreement

C. Resolution – Amendment to Professional Services Agreement – Parking Facilities/City Centre - Design

D. Resolution – Amendment to Professional Services Agreement – Parking Facilities/City Centre - Security Planning

E. Resolution – Change Order No. 3 – 84th Street Redevelopment Area Public Improvement – Offstreet Parking District No. 2 – Structure No. 1

F. Resolution – Award of Contract – Swain Construction, Inc. – 84th Street Redevelopment Area Public Improvement – Street Access Improvements

G. Resolution – Authorization to Request Relinquishment of State Highway N85 (84th Street)

H. Approval of a Class D Liquor License – JSV LLC dba JD's Liquor Locker
1. Public Hearing
2. Resolution

- I. Resolution – Amendment to Council Policy Statement – Employee Performance Management Program
- J. Resolution – Amendment to Council Policy Statement – Employee Compensation – Pay for Performance
- K. Resolution – Authorization to Purchase Plotter/Scanner
- L. Executive Session - Land Acquisition; Contract Negotiations; Litigation
 - Comments from the Floor
 - Comments from Mayor and Council
 - Adjournment

** Amended May 14, 2018 4:30 p.m.

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.



**PROCLAMATION
NATIONAL PUBLIC WORKS WEEK**

WHEREAS, public works services provided in the City of La Vista are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as sewers, streets and highways, public buildings, snow removal, park maintenance; and

WHEREAS, the health, safety and comfort of La Vista citizens greatly depend on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction are dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff the public works department is influenced by the public's attitude and understanding of the importance of their work.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim the week of May 20 through May 26, 2018 as **NATIONAL PUBLIC WORKS WEEK** with the theme, *The Power of Public Works*, and call upon all citizens and civic organizations to recognize the contributions that public works staff and officials make every day to our health, safety and comfort.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 15th day of May, 2018.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



PROCLAMATION NATIONAL POLICE WEEK

WHEREAS, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police week; and

WHEREAS, the members of the La Vista Police Department play an essential role in safeguarding the rights and freedoms of La Vista; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the La Vista Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, call upon all citizens of La Vista and upon all patriotic, civic, and educational organizations to observe the week of May 13-19, 2018 as **NATIONAL POLICE WEEK** in La Vista and call upon all citizens and civic organizations to observe this week with appropriate ceremonies commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of La Vista to observe, May 15, 2018 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 15th day of May, 2018.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO JODI NORTON OF THE LA VISTA PUBLIC LIBRARY, FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

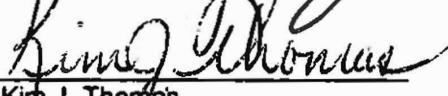
WHEREAS, **Jodi Norton**, has served the City of La Vista since April 14, 2008 and

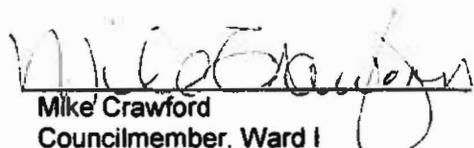
WHEREAS, **Jodi Norton's** input and contributions to the City of La Vista have contributed to the success of the City.

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Jodi Norton** on behalf of the City of La Vista for 10 years of service to the City.

DATED THIS 15TH DAY OF MAY, 2018.


Douglas Kindig, Mayor

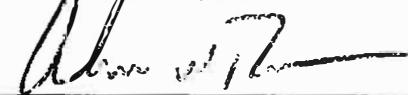

Kim J. Thomas
Councilmember, Ward I


Mike Crawford
Councilmember, Ward I

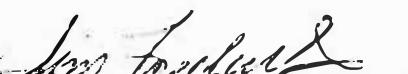

Ronald Sheehan
Councilmember, Ward II


Deb Hale
Councilmember, Ward III


Terrilyn Quick
Councilmember, Ward II


Alan W. Ronan
Councilmember, Ward III


Kelly R. Sell
Councilmember, Ward IV


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, CMC
City Clerk



MINUTE RECORD

A-2

No. 728 — REDELD & COMPANY, INC. OMAHA E1310558LD

LA VISTA CITY COUNCIL MEETING MAY 1, 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 May 1, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Hale, Quick and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, City Engineer Kottmann, Director of Administrative Services Pokorny, Finance Director Miserez, Community Development Director Birch, Library Director Barcal, Recreation Director Stopak and Human Resource Director Czarnick.

A notice of the meeting was given in advance thereof by publication in the Times on April 18, 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.

PRESENTATION – EAGLE SCOUT PROJECT

Andrew McMurtry gave an overview to the Mayor and City Council on his Eagle Scout project. Mayor Kindig presented a Letter of Commendation to Andrew McMurtry.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE APRIL 17, 2018 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT – HDR ENGINEERING INC. – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS AND OTHER WORKS - \$15,846.93
4. REQUEST FOR PAYMENT – HAWKINS CONSTRUCTION COMPANY – CONSTRUCTION SERVICES – LA VISTA GARAGE DISTRICT 2 STRUCTURE 1 - \$4,950.00
5. REQUEST FOR PAYMENT – RDG PLANNING DESIGN – PROFESSIONAL SERVICES – LA VISTA CIVIC CENTER PARK PHASE 1 - \$8,399.70
6. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PARKING FACILITY - \$6,000.00
7. REQUEST FOR PAYMENT – GRAHAM CONSTRUCTION, INC. – CONSTRUCTION SERVICES – LA VISTA CITY CENTRE INFRASTRUCTURE - \$85,537.76
8. RESOLUTION NO. 18-050 – APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS.

WHEREAS, The City Council of the City of La Vista has determined that the appointments to the La Vista Safety Steering Committee are necessary; and

WHEREAS, a recommendation by the City Administrator, in consultation with the staff, has been made regarding appointments; and

WHEREAS, the recommended appointments comply with N.R.S. 48-443:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby appoint the following city employees to the La Vista Safety Steering Committee for the terms specified:

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May 1, 2018

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

James Berger	Employee Representative (FOP)	1 year term	(new appointment – fill vacancy through 4/2019)
Jeff Sinnott	Employer Representative (Chairman)	1 year term through 4/2019	
Jeff Siebels	Employer Representative (Vice-Chairman)	2 year term through 4/2020	
Kevin Pokorny	Employer Representative	2 year term through 4/2020	
Pam Buethe	Employer Representative	1 year term through 4/2019	
Don Pluta	Employee Representative	2 year term through 4/2020	
Terry Foster	Employee Representative	2 year term through 4/2020	
Brian Burke	Employee Representative	1 year term through 4/2019	

9. APPROVE CHANGE IN DATE AND START TIME OF CITY COUNCIL MEETING FROM AUGUST 7, 2018 AT 7:00 P.M. TO AUGUST 6, 2018 AT 6:00

P.M.

10. APPROVAL OF CLAIMS:

ABRAHAMS KASLOW & CASSMAN LLP, services	\$1,382.50
ACCESS BANK, services	\$3,066.27
ACTION BATTERIES, maint.	\$171.54
ALL MAKES OFFICE EQUIPMENT CO, services	\$650.00
ALLY BANK, services	\$356.91
APWA-AMER PUBLIC WORKS ASSN, services	\$825.00
A-RELIEF, services	\$250.00
ARTHUR J GALLAGHER RISK, services	\$2,837.00
ASPHALT & CONCRETE MATERIALS, maint.	\$1,570.58
BARONE SECURITY SYSTEMS, services	\$804.00
BAUER BUILT TIRE, maint.	\$1,192.22
BAXTER FORD, maint.	\$43.97
BIBLIOTHECA LLC, books	\$450.97
BISHOP BUSINESS EQUIPMENT, services	\$921.84
BLACK HILLS ENERGY, utilities	\$2,896.66
BOOT BARN, apparel	\$150.00
CENTER POINT PUBLISHING, books	\$44.34
CENTURY LINK, phones	\$445.83
CENTURY LINK BUSN SVCS, phones	\$12.56
CHOICE MARKETING SPORTS CARDS, services	\$156.40
CITY OF OMAHA, services	\$176,583.20
CITY OF PAPILLION, services	\$175,790.05
CONTROL MASTERS INC, bld&grnds	\$1,030.78
COX COMMUNICATIONS, services	\$147.03
CUMMINS CENTRAL POWER, services	\$702.01
D & K PRODUCTS, supplies	\$2,193.00
DEARBORN NAT'L LIFE INSURANCE CO, services	\$1,116.00
DEMCO INC, supplies	\$524.04
DESIGN WORKSHOP INC, services	\$9,747.09
DULTMEIER SALES & SERVICE, maint.	\$176.49
DXP ENTERPRISES INC, maint.	\$90.00
EDGEWEAR SCREEN PRINTING, apparel	\$1,742.80
ELAN FINANCIAL, services	\$13,216.65
EN POINTE TECHNOLOGIES SALES, services	\$308.77
ENTERPRISE FM TRUST, services	\$580.01
ESSENTIAL SCREENS, services	\$129.00
FILTER CARE, maint.	\$13.10
FIRST NATIONAL BANK OF OMAHA, services	\$99.30
FOCUS PRINTING, services	\$75.00

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May 1, 2018

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

GRETNA WELDING F.PETERSON, services	\$1,890.00
GALE, books	\$155.94
GCR TIRES & SERVICE, maint.	\$56.21
GENERAL FIRE & SAFETY EQUIP, bld&grnds	\$2,850.00
GRAYBAR ELECTRIC CO INC, bld&grnds	\$182.58
GREATMATS.COM CORP, services	\$1,112.60
GUNN, B., travel	\$96.00
HEARTLAND PAPER, supplies	\$480.00
HERITAGE CRYSTAL CLEAN LLC, maint.	\$468.74
HSMC ORIZON LLC, services	\$3,228.91
HY-VEE INC, supplies	\$1,210.88
INDUSTRIAL SALES CO INC, supplies	\$10.12
INGRAM LIBRARY SERVICES, books	\$1,403.02
J & J SMALL ENGINE SERVICE, maint.	\$190.84
KRIHA FLUID POWER CO INC, maint.	\$225.91
LABRIE, DONALD P, services	\$150.00
LANDS' END BUSINESS OUTFITTERS, apparel	\$261.60
LARSEN SUPPLY CO, supplies	\$894.88
LAUSTEN, R., travel	\$96.00
LIBRA INDUSTRIES INC, supplies	\$68.00
LOGAN CONTRACTORS SUPPLY, maint.	\$121.76
LOU'S SPORTING GOODS, supplies	\$1,680.00
MAX I WALKER UNIFORM, services	\$616.58
MENARDS-RALSTON, bld&grnds	\$141.05
MUD, utilities	\$2,031.83
MIDWEST TAPE, media	\$179.33
MOBOTREX MOBILITY, services	\$3,121.00
MONARCH OIL INC, maint.	\$878.50
MPH INDUSTRIES INC, maint.	\$83.02
MSC INDUSTRIAL SUPPLY CO, maint.	\$464.13
MULHALL'S, services	\$4,772.83
MUNICIPAL PIPE TOOL CO, maint.	\$1,301.53
NE DEPT OF REVENUE, sales tax	\$753.10
NE AIR FILTER INC, bld&grnds	\$122.04
NE IOWA INDL FASTENERS, supplies	\$110.86
NE LAW ENFORCEMENT, services	\$100.00
NE SALT & GRAIN CO, maint.	\$3,467.19
NIGHT FLYER GOLF INC, supplies	\$337.50
NIRMAL THAPA MAGAR, refund	\$60.00
OCLC INC, services	\$149.77
OFFICE DEPOT INC, supplies	\$721.12
OLSSON ASSOCIATES, services	\$8,103.72
OPPD, utilities	\$4,585.06
OMNI, maint.	\$1,074.77
O'REILLY AUTO STORES, maint.	\$3,299.99
OVERHEAD DOOR CO OF OMAHA, services	\$118.00
PARK YOUR PAWZ INC, services	\$80.00
PASTOR C PANTALEON JR, services	\$150.00
PAT KRZYWICKI, refund	\$230.00
PATRICK STIBBS, services	\$4,600.00
PITNEY BOWES, postage	\$950.00
PLAINS EQUIPMENT GROUP, maint.	\$430.16
POKORNY, K., travel	\$96.00
RAINBOW GLASS & SUPPLY, bld&grnds	\$241.32
RAMADA CONFERENCE CENTER, travel	\$359.80
RAMIREZ, R., travel	\$96.00
RED MUNICIPAL & INDUSTRIAL EQUIP, services	\$1,931.86
SCHEMMER ASSOCIATES INC, services	\$809.81
SIGN IT, services	\$540.00
SOUCIE, J., travel	\$96.00

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

SPENCER FANE LLP, services	\$3,429.00
SWAN ENGINEERING LLC, maint.	\$1.05
THEATRICAL MEDIA, services	\$1,114.00
THOMPSON DREESSEN & DORNER, services	\$5,619.07
TOSHIBA FINANCIAL, services	\$127.40
TRAIL PERFORMANCE COATING INC, maint.	\$240.00
VERIZON WIRELESS, phones	\$169.24
VIERREGGER ELECTRIC CO, services	\$80,908.19
WAL-MART, supplies	\$1,209.12
WICK'S STERLING TRUCKS INC, maint.	\$282.35
WOODHOUSE LINCLN-MAZDA-PORSCHE, maint.	\$137.36

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn advised that the Budget workshops are scheduled for July 16 and 17. Meetings will begin at 6:00 pm both nights.

Community Relations Coordinator Beaumont gave an overview of the Salute to Summer schedule of events highlighting the Mayor's lunch and parade on Saturday, May 26th.

Recreation Director Stopak reported that the City held its Annual Arbor Day celebration on April 26 where Administrative Assistant Marcia Gustafson read a story to the children and donated a tree in memory of her husband Steve.

Library Director Barcal stated there is a new option at the library for movies, called Go Chip. Barcal distributed the Summer Reading Program calendars to the City Council.

Police Chief Lausten reported Scott Wagner is going to other entities to report on the Police Academy so everyone gets the same information. The Civil Service Commission is currently establishing an eligibility list.

Director of Public Works Soucie reported on La Vista Clean-Up Days. Councilmember Crawford stated the feedback on the clean-up days was very positive. Soucie reported the 96th and Brentwood signal should be completed in the next three weeks. Soucie stated issues were found at the swimming pool including the liner which is separating and bubbling; a crack has been found in a filter. Public Works is working with the pool liner company to find a solution for repair. Repairs on the roof of the pool shelter and painting will be completed in house.

B. RESOLUTION – PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT AREA – INTERLOCAL AGREEMENT WITH METROPOLITAN UTILITIES DISTRICT - WATER MAIN EXTENSIONS – PHASES 2 AND 3

Councilmember Hale introduced and moved for the adoption of Resolution No.18-051 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH METROPOLITAN UTILITIES DISTRICT FOR THE UNDERTAKING OF EFFORTS REQUIRED FOR INSTALLATION OF PHASE 2 AND PHASE 3 WATER MAINS FOR THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT.

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

WHEREAS, the installation of water mains is necessary, and;

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May 1, 2018

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

WHEREAS, the FY 17/18 Biennial budget provides funding for this project; 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 Metropolitan Utilities District for the undertaking of efforts required for installation of Phase 2 and Phase 3 water mains for the public improvement redevelopment project in form and content satisfactory to the city administrator and city attorney.

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

C. RESOLUTION – ADVERTISEMENT FOR BIDS - 84TH STREET REDEVELOPMENT AREA CIVIC CENTER PARK SANITARY SEWER RELOCATION

Councilmember Sheehan introduced and moved for the adoption of Resolution No.18-052 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR CIVIC CENTER PARK IMPROVEMENTS SANITARY SEWER RELOCATION IN SUPPORT OF THE 84TH STREET REDEVELOPMENT AREA.

WHEREAS, the Mayor and Council have determined that public improvements in the 84th Street Redevelopment Area are necessary, and

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

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

Publish Notice to Contractors May 9, 16 and 23, 2018

Open Bids May 24, 2018 at 10:00 am at City Hall

Council Award Contract June 5, 2018

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista Nebraska hereby authorize the advertisement for bids for Civic Center Park Improvements Sanitary Sewer Relocation in support of the 84th Street Redevelopment area.

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

D. RESOLUTION – ADVERTISEMENT FOR BIDS - 84TH STREET REDEVELOPMENT AREA CIVIC CENTER PARK PHASE 2 IMPROVEMENTS

Councilmember Hale introduced and moved for the adoption of Resolution No.18-053 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR CIVIC CENTER PARK IMPROVEMENTS PHASE 2 IN SUPPORT OF THE 84TH STREET REDEVELOPMENT AREA.

WHEREAS, the Mayor and Council have determined that public improvements in the 84th Street Redevelopment Area are necessary, and

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

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

Publish Notice to Contractors May 9, 16 and 23, 2018

MINUTE RECORD

May 1, 2018

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

Open Bids	May 24, 2018 at 10:00 am at City Hall
Council Award Contract	June 5, 2018

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista Nebraska hereby authorize the advertisement for bids for Civic Center Park Improvements Phase 2 in support of the 84th Street Redevelopment area.

Seconded by Councilmember Frederick. Assistant City Administrator Ramirez gave an overview of what is included in the initial phase. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

**E. RESOLUTION – APPROVE CHANGE ORDERS 1 & 2 – 84TH STREET
REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEVELOPMENT
PROJECT – OFFSTREET PARKING DISTRICT NO. 2 – STRUCTURE NO. 1**

Councilmember Hale introduced and moved for the adoption of Resolution No.18-054 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 1 AND NUMBER 2 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS AND DELETIONS OF WORK TO THE CONTRACT IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$77,049.91.

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

WHEREAS, the FY17/18 Biennial Budget provides funding for the project.

WHEREAS, the contract price will increase with change order number 1 by \$74,068.60 and with change order number 2 by \$2,981.31 for a total increase of \$77,049.91

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 change order number 1 and number 2 to the contract with Hawkins Construction Co., Omaha, Nebraska, to provide for additions and deletions of work to the contract in an additional amount not to exceed \$77,049.91.

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

**F. RESOLUTION – APPROVE SETTLEMENT AGREEMENT - JD HOLDINGS,
LLC; JQH-LA VISTA CONFERENCE CENTER DEVELOPMENT, LLC; AND
AFFILIATED PERSONS AND ENTITIES**

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-055 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING SETTLEMENT AGREEMENT WITH JD HOLDINGS, L.L.C. AND AFFILIATES

WHEREAS, the City of La Vista made a loan under its economic development program to JQH-LA VISTA CONFERENCE CENTER DEVELOPMENT, LLC ("JQH-La Vista Conference Center LLC") ("Loan") in connection with the John Q. Hammons hotel/conference center development in Southport West in the principal amount of \$15,810,691.45 ("Principal") and quarterly interest payments of \$296,643.36.

WHEREAS, John Q. Hammons died on May 26, 2013, and representatives of John Q. Hammons and affiliated entities ("JQH"), including the JQH-La Vista Conference Center LLC, in response to ongoing litigation with JD Holdings, L.L.C. and certain of its affiliates ("JD Holdings"), filed for

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May 1, 2018

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

federal bankruptcy protection in Kansas on June 26, 2016 ("JQH Bankruptcy"). JD Holdings is the largest creditor of JQH.

WHEREAS, the City filed proof of claims in the JQH Bankruptcy that, in part, provide for repayment of the Loan Principal ("City Claims"). Regular quarterly interest payments on the City Loan have continued.

WHEREAS, JD Holdings filed proposed plans of reorganization for all debtors in the JQH Bankruptcy, including JQH-La Vista Conference Center LLC ("Plans").

WHEREAS, in connection with the Plans, JD Holdings desires to settle the City Claims, including (among other things) payment of accrued interest to date and payment of the Loan Principal; and a proposed agreement for this purpose has been presented as on file with the City Clerk ("Agreement"). The Agreement is subject to Bankruptcy Court approval of the Plans.

NOW THEREFORE, BE IT RESOLVED, that the Agreement is ratified, affirmed, adopted, and approved in form and content presented, subject to any additions, subtractions, or modifications that the Mayor, City Administrator, or any designee of the Mayor or City Administrator determines necessary or appropriate.

FURTHER RESOLVED, that the Mayor, City Administrator, City Clerk or City Attorney, or any designee of the Mayor, City Administrator, City Clerk, or City Attorney ("Authorized Persons") shall be authorized to take all actions as he or she determines necessary or appropriate to carry out the Agreement and actions approved in this Resolution, including without limitation, executing, entering and delivering the Agreement, all reconveyances and releases, and all other instruments and documents in form and content satisfactory to any Authorized Persons; and all prior actions of any of the Authorized Persons in connection with the Agreement or related matters are hereby ratified, affirmed, adopted, 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.

G. RESOLUTION – AUTHORIZE PURCHASE – E-CITATION EQUIPMENT

Councilmember Hale introduced and moved for the adoption of Resolution No.18-056 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO L-TRON CORPORATION, VICTOR, NEW YORK FOR THE PURCHASE OF E-CITATION EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$15,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of eCitation equipment is necessary, and

WHEREAS, the FY 17/18 Biennial budget includes funds for the purchase of said equipment, and

WHEREAS, the Nebraska Crime Commission on Law Enforcement and Criminal Justice did award grant funding for the equipment, and

WHEREAS, L-Tron, Victor, New York, provided a quote for the needed equipment and will extend that price to the City of La Vista, and

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

MINUTE RECORD

May 1, 2018

No. 729 — REEDFIELD & COMPANY, INC. OMAHA ET310556LD

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept the quote for equipment from L-Tron Corporation, Victor, New York and authorize the purchase of eCitation equipment in an amount not to exceed \$15,000.

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

H. RESOLUTION – AUTHORIZE PURCHASE – VENTRAC TRACTOR

Councilmember Hale introduced and moved for the adoption of Resolution No. 18-057 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) VENTRAC 4500 TRACTOR AND ACCESSORIES FROM TURFWERKS, OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$32,159.65.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of equipment 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) Ventrac 4500 Tractor and accessories from Turfwerks, Omaha Nebraska in an amount not to exceed \$32,159.65.

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

I. RESOLUTION – AUTHORIZE PURCHASE – ENCLOSED TRAILER

Councilmember Quick introduced and moved for the adoption of Resolution No. 18-058 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2018 R&M 24' ENCLOSED TRAILER FROM REED TRAILER, OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$6,675.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of equipment 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 R&M 24' enclosed trailer from Reed Trailer, Omaha Nebraska in an amount not to exceed \$6,675.00.

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

MINUTE RECORD

May 1, 2018

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

J. RESOLUTION – AUTHORIZE PURCHASE – ZERO TURN MOWERS

Councilmember Hale introduced and moved for the adoption of Resolution No. 18-059 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TWO (2) 2018 EXMARK 60" ZERO TURN MOWERS AND ONE (1) 2018 EXMARK 96" ZERO TURN MOWER FROM J&J SMALL ENGINE SERVICES, BELLEVUE NEBRASKA IN AN AMOUNT NOT TO EXCEED \$52,945.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of mowing equipment 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 two (2) 2018 Exmark 60" Zero Turn mowers and one (1) 2018 Exmark 96" zero turn mower from J&J Small Engine, Omaha, Nebraska in an amount not to exceed \$52,945.00.

Seconded by Councilmember Thomas. 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 K. Executive Session. Seconded by Councilmember Frederick. Councilmembers voting aye: Fredrick, 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.

K. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS; LAND ACQUISITION; LITIGATION; PERSONNEL

At 7:39 p.m. Councilmember Crawford made a motion to go into executive for protection of the public interest for contract negotiations, land acquisition and litigation; and for protection of an individual to discuss personnel matters. 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 Kirdig stated the executive session would be limited to the subject matter contained in the motion.

At 8:19 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, and Hale. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sheehan offered congratulations to Officer Jamie Brown for being named the Sarpy County Crimestoppers Officer of the Year.

At 8:21 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

MINUTE RECORD

May 1, 2018

No. 729 — REED & COMPANY, INC. OMAHA E1316556LD

PASSED AND APPROVED THIS 15TH DAY OF MAY 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 six months ending March 31, 2018
50% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
General Fund	\$ 16,914,117	\$ 753,300	\$ 5,044,719	\$ (11,869,398)	30%
Sewer Fund	4,243,469	266,025	1,831,764	(2,411,705)	43%
Debt Service Fund	5,496,931	204,026	1,421,122	(4,075,809)	26%
Lottery Fund	1,395,461	88,775	579,283	(816,179)	42%
Economic Development Fund	30,060	-	296,643	266,583	
Off Street Parking Fund	514	-	-	(514)	0%
Redevelopment Fund	2,531,484	82,810	781,546	(1,749,938)	31%
Police Academy	80,012	-	80,000	(12)	100%
Total Revenues	30,692,048	1,394,936	10,035,077	(20,656,971)	33%
EXPENDITURES					
General Fund	17,633,989	1,239,790	7,587,127	(10,046,862)	43%
Sewer Fund	3,644,947	69,797	827,328	(2,817,619)	23%
Debt Service Fund	4,481,471	129,248	2,290,914	(2,190,557)	51%
Lottery Fund	692,994	34,740	246,899	(446,095)	36%
Economic Development Fund	16,425,000	595,486	1,996,939	(14,428,061)	12%
Off Street Parking Fund	585,523	2,611	518,873	(66,650)	89%
Redevelopment Fund	1,025,825	43,677	11,697,968	10,672,143	
Police Academy	91,728	6,241	33,627	(58,101)	37%
Total Expenditures	44,581,477	2,121,590	25,199,674	(19,381,803)	57%
REVENUES NET OF EXPENDITURES					
General Fund	(719,872)	(486,490)	(2,542,407)	(1,822,535)	
Sewer Fund	598,522	196,229	1,004,436	405,914	
Debt Service Fund	1,015,460	74,778	(869,792)	(1,885,252)	
Lottery Fund	702,467	54,035	332,384	(370,083)	
Economic Development Fund	(16,394,940)	(595,486)	(1,700,296)	14,694,644	
Off Street Parking Fund	(585,009)	(2,611)	(518,873)	66,136	
Redevelopment Fund	1,505,659	39,133	(10,916,421)	(12,422,080)	
Police Academy	(11,716)	(6,241)	46,373	58,089	
Revenues Net of Expenditures	(13,889,429)	(726,653)	(15,164,596)	(1,275,167)	
Capital Improvement Program Fund					
REVENUES	117	-	-	(117)	0%
EXPENDITURES	28,044,751	303,631	2,845,253	(25,199,498)	10%
REVENUES NET OF EXPENDITURES	(28,044,634)	(303,631)	(2,845,253)	25,199,381	
TRANSFERS IN & BOND PROCEEDS	28,044,751	-	2,940,936	(25,103,815)	10%
Net Activity	117	(303,631)	95,683	95,566	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the six months ending March 31, 2018
50% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
TRANSFERS IN & BOND PROCEEDS					
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	-	2,940,936	(25,103,815)	10%
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	-	18,764,283	(1,093,224)	94%
Police Academy	20,000	-	-	(20,000)	0%
Transfers In	<u>49,205,883</u>	<u>-</u>	<u>22,869,295</u>	<u>(26,336,588)</u>	<u>46%</u>
TRANSFERS OUT					
General Fund	(1,210,000)	-	(1,126,191)	83,809	93%
Sewer Fund	(380,000)	-	-	380,000	0%
Debt Service Fund	(5,528,600)	-	(313,434)	5,215,166	6%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(372,269)	-	(79,678)	292,591	21%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	(21,857,507)	-	(2,585,709)	19,271,798	12%
Police Academy	-	-	-	-	-
Transfers Out	<u>(29,348,376)</u>	<u>-</u>	<u>(4,105,013)</u>	<u>25,243,363</u>	<u>14%</u>
NET TRANSFERS & BOND PROCEEDS					
General Fund	(1,116,375)	-	(1,091,449)	24,926	98%
Sewer Fund	(380,000)	-	3,143	383,143	0%
Debt Service Fund	(5,528,600)	-	(313,434)	5,215,166	6%
Capital Improvement Program Fund	28,044,751	-	2,940,936	(25,103,815)	10%
Lottery Fund	(372,269)	-	(79,678)	292,591	21%
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	-	526,191	(63,809)	89%
Redevelopment Fund	(2,000,000)	-	16,178,574	18,178,574	-
Police Academy	20,000	-	-	(20,000)	0%
Bond Proceeds	<u>19,857,507</u>	<u>-</u>	<u>18,764,283</u>	<u>(1,093,224)</u>	<u>94%</u>
NET FUND ACTIVITY					
General Fund	(1,836,247)	(486,490)	(3,633,857)	(1,797,610)	-
Sewer Fund	218,522	196,229	1,007,579	789,057	-
Debt Service Fund	(4,513,140)	74,778	(1,183,226)	3,329,914	-
Capital Improvement Program Fund	117	(303,631)	95,683	95,566	-
Lottery Fund	330,198	54,035	252,706	(77,492)	-
Economic Development Fund	(15,794,940)	(595,486)	(1,100,296)	14,694,644	-
Off Street Parking Fund	4,991	(2,611)	7,319	2,328	-
Redevelopment Fund	(494,341)	39,133	5,262,153	5,756,494	-
Police Academy	8,284	(6,241)	46,373	38,089	-
Net Activity	<u>\$ (22,076,556)</u>	<u>\$ (1,030,284)</u>	<u>\$ 754,433</u>	<u>\$ 22,830,989</u>	<u>-</u>

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the six months ending March 31, 2018
50% of the Fiscal Year 2018

<u>Preliminary</u>	<u>General Fund</u>					<u>% of budget used</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>REVENUES</u>						
Property Taxes	\$ 6,593,220	\$ 259,666	\$ 1,255,825	\$ (5,337,395)	19%	
Sales and use taxes	5,028,839	160,697	1,531,863	(3,496,976)	30%	
Payments in Lieu of taxes	275,000	-	-	(275,000)	0%	
State revenue	1,720,423	152,631	868,109	(852,314)	50%	
Occupation and franchise taxes	1,070,492	22,323	488,650	(581,842)	46%	
Hotel Occupation Tax	997,500	71,396	423,583	(573,917)	42%	
Licenses and permits	537,536	21,383	207,432	(330,104)	39%	
Interest income	20,568	4,216	23,361	2,793	114%	
Recreation fees	153,455	17,678	70,205	(83,250)	46%	
Special Services	23,889	2,505	9,824	(14,065)	41%	
Grant Income	256,759	28,079	86,363	(170,396)	34%	
Other	236,436	12,724	79,503	(156,933)	34%	
Total Revenues	16,914,117	753,300	5,044,719	(11,869,398)	30%	
<u>EXPENDITURES</u>						
Current						
Administrative Services	879,230	62,720	360,915	(518,315)	41%	
Mayor and Council	234,444	11,590	98,163	(136,281)	42%	
Boards & Commissions	10,133	2,421	3,937	(6,196)	39%	
Public Buildings & Grounds	543,114	30,751	162,300	(380,814)	30%	
Administration	785,352	46,836	338,364	(446,988)	43%	
Police and Animal Control	4,801,966	356,860	2,315,445	(2,486,521)	48%	
Fire	2,131,593	152,650	920,581	(1,211,012)	43%	
Community Development	627,525	35,492	280,601	(346,924)	45%	
Public Works	3,678,248	240,665	1,548,994	(2,129,254)	42%	
Recreation	831,878	42,992	292,219	(539,659)	35%	
Library	834,933	52,523	368,737	(466,196)	44%	
Information Technology	244,423	55,488	158,500	(85,923)	65%	
Human Resources	977,744	61,314	318,391	(659,353)	33%	
Public Transportation	98,664	5,291	37,599	(61,065)	38%	
Capital outlay	954,742	82,198	382,379	(572,363)	40%	
Total Expenditures	17,633,989	1,239,790	7,587,127	(10,046,862)	43%	
REVENUES NET OF EXPENDITURES	(719,872)	(486,490)	(2,542,407)	(1,822,535)		
<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)	(1,116,375)	-	(1,091,449)	24,926	98%	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES						
	\$ (1,836,247)	\$ (486,490)	\$ (3,633,857)	\$ (1,797,610)		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the six months ending March 31, 2018
50% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Sewer Fund</u>					<u>% of Budget Used</u>
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>		
<u>REVENUES</u>						
User fees	\$ 4,023,015	\$ 254,616	\$ 1,749,251	\$ (2,273,764)		43%
Service charge and hook-up fees	206,806	10,693	74,249	(132,557)		36%
Grant Income	10,000			(10,000)		0%
Miscellaneous (MUD old SID refunds)	457	16	5,717	5,260		
Total Revenues	4,240,278	265,326	1,829,217	(2,411,061)		43%
<u>EXPENDITURES</u>						
General & Administrative	172,093	11,766	86,568	(85,525)		50%
Maintenance	3,355,372	42,583	698,921	(2,656,451)		21%
Storm Water Grant	56,002	2,256	4,574	(51,428)		8%
Capital Outlay	61,480	13,192	37,266	(24,214)		61%
Total Expenditures	3,644,947	69,797	827,328	(2,817,619)		23%
OPERATING INCOME (LOSS)	595,331	195,529	1,001,889	406,558		
NON-OPERATING REVENUE (EXPENSE)						
Interest income	3,191	699	2,546	(645)		80%
	3,191	699	2,546	(645)		80%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	598,522	196,229	1,004,436	405,914		
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	\$ 196,229	\$ 1,007,579	\$ 789,057		

Note: City of Omaha billing (Maintenance Expense) in arrears for December, January, February and March estimated at \$750,000.
Adjusted (Under) Over Budget \$38,983.
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 six months ending March 31, 2018
50% 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	\$ 77,497	\$ 354,391	\$ (1,756,160)	17%
Sales and use taxes	2,514,420	80,348	765,932	(1,748,488)	30%
Payments in Lieu of taxes	-	-	-	-	0%
Interest income	10,117	2,693	18,034	7,917	178%
Other (Special Assessments, Fire Reimbursmt)	861,843	43,487	282,765	(579,078)	33%
Total Revenues	5,496,931	204,026	1,421,122	(4,075,809)	26%
<u>EXPENDITURES</u>					
Current:					
Administration	90,000	314	7,276	(82,724)	8%
Fire Contract Bond	300,056	24,107	144,642	(155,414)	48%
Debt service					
Principal	3,123,200	65,000	1,830,000	(1,293,200)	59%
Interest	968,215	39,827	308,996	(659,219)	32%
Total Expenditures	4,481,471	129,248	2,290,914	(2,190,557)	51%
REVENUES NET OF EXPENDITURES	1,015,460	74,778	(869,792)	(1,885,252)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (Lottery Bond)	-	-	-	-	0%
Operating transfers out (CIP)	(5,528,600)	-	(313,434)	5,215,166	6%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	(5,528,600)	-	(313,434)	5,215,166	
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES</u>					
AND OTHER FINANCING USES	\$ (4,513,140)	\$ 74,778	\$ (1,183,226)	\$ 3,329,914	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the six months ending March 31, 2018
50% 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	303,631	2,845,253	(25,199,498)		10%
Total Expenditures	28,044,751	303,631	2,845,253	(25,199,498)		10%
REVENUES NET OF EXPENDITURES	(28,044,634)	(303,631)	(2,845,253)	25,199,381		
<u>OTHER FINANCING SOURCES (USES)</u>						
Operating transfers in	28,044,751	-	2,940,936	(25,103,815)		10%
Operating transfers out	-	-	-	-		0%
Bond/registered warrant proceeds	-	-	-	-		0%
Total other Financing Sources (Uses)	28,044,751	-	2,940,936	(25,103,815)		10%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES						
	\$ 117	\$ (303,631)	\$ 95,683	\$ 95,566		



CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the six months ending March 31, 2018
50% 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	\$ 60,937	\$ 404,023	\$ (595,977)	40%
Lottery Tax Form 51	360,000	24,375	161,511	(198,489)	45%
Event Revenue	25,700	(330)	1,564	(24,136)	6%
Interest income	9,761	3,794	12,185	2,424	125%
Miscellaneous / Other	-	-	-	-	0%
Total Revenues	1,395,461	88,775	579,283	(816,179)	42%
<u>EXPENDITURES</u>					
Current:					
Professional Services	200,493	4,917	65,364	(135,129)	33%
Salute to Summer	30,498	608	2,684	(27,814)	9%
Community Events	9,349	287	8,353	(996)	89%
Events - Marketing	27,228	4,554	7,438	(19,790)	27%
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	24,375	161,511	(198,489)	45%
Other	-	-	-	-	0%
Capital outlay	-	-	-	-	0%
Total Expenditures	692,994	34,740	246,899	(446,095)	36%
REVENUES NET OF EXPENDITURES	702,467	54,035	332,384	(370,083)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	-	-	-	-	
Operating transfers out	(372,269)	-	(79,678)	292,591	21%
Bond/registered warrant proceeds	-	-	-	-	
Total other Financing Sources (Uses)	(372,269)	-	(79,678)	292,591	21%
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ 330,198	\$ 54,035	\$ 252,706	\$ (77,492)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the six months ending March 31, 2018
50% 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	<u>30,060</u>	-	-	(30,060)	
Total Revenues	<u>30,060</u>	-	296,643	266,583	
<u>EXPENDITURES</u>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	5,000	-	500	(4,500)	10%
Debt service: (Warrants)					0%
Principal	16,420,000	-	780,000	(15,640,000)	5%
Interest	-	595,486	1,216,439	1,216,439	0%
Total Expenditures	<u>16,425,000</u>	<u>595,486</u>	<u>1,996,939</u>	<u>(14,428,061)</u>	<u>12%</u>
REVENUES NET OF EXPENDITURES	<u>(16,394,940)</u>	<u>(595,486)</u>	<u>(1,700,296)</u>	<u>14,694,644</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>\$ (595,486)</u>	<u>\$ (1,100,296)</u>	<u>\$ 14,694,644</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the six months ending March 31, 2018
50% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Off Street Parking</u>				
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
Interest income	514	-	-	(514)	0%
Total Revenues	514	-	-	(514)	0%
EXPENDITURES					
Current:					
General & Administrative	20,518	833	5,392	(15,126)	26%
Professional Services		-	-		0%
Maintenance	19,890	1,778	3,573	(16,317)	18%
Debt service: (Warrants)					
Principal	470,000	-	470,000	-	100%
Interest	75,115	-	39,908	(35,208)	53%
Total Expenditures	585,523	2,611	518,873	(66,650)	89%
REVENUES NET OF EXPENDITURES	(585,009)	(2,611)	(518,873)	66,136	
OTHER FINANCING SOURCES (USES)					
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	\$ (2,611)	\$ 7,319	\$ 2,328	

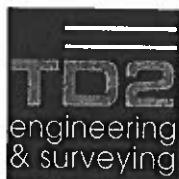
CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the six months ending March 31, 2018
50% of the Fiscal Year 2018

<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	80,348	765,932	(1,748,488)	30%
Interest income	17,064	2,462	15,615	(1,449)	92%
Total Revenues	2,531,484	82,810	781,546	(1,749,938)	31%
EXPENDITURES					
Current:					
Community Development	-	-	-	-	0%
Professional Services	55,000	43,677	261,740	206,740	
Financial / Legal Fees	51,000	-	148,580	97,580	
Debt service: (Warrants)					
Principal	395,000	-	11,215,000	10,820,000	
Interest	524,825	-	72,648	(452,177)	14%
Total Expenditures	1,025,825	43,677	11,697,968	10,672,143	1140%
REVENUES NET OF EXPENDITURES	1,505,659	39,133	(10,916,421)	(12,422,080)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(21,857,507)	-	(2,585,709)	19,271,798	12%
Bond/registered warrant proceeds	19,857,507	-	18,764,283	(1,093,224)	94%
Total other Financing Sources (Uses)	(2,000,000)	-	16,178,574	18,178,574	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ (494,341)	\$ 39,133	\$ 5,262,153	\$ 5,756,494	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the six months ending March 31, 2018
50% 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	80,012	-	80,000	(12)	100%
<u>EXPENDITURES</u>					
Current					
Personnel Services	72,228	6,181	28,923	(43,305)	40%
Commodities	3,500	-	1,001	(2,499)	29%
Contract Services	11,000	60	2,488	(8,512)	23%
Other Charges	5,000	-	1,215	(3,785)	24%
Total Expenditures	91,728	6,241	33,627	(58,101)	37%
REVENUES NET OF EXPENDITURES	(11,716)	(6,241)	46,373	58,089	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	20,000			(20,000)	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	20,000	-	-	(20,000)	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ 8,284	\$ (6,241)	\$ 46,373	\$ 38,089	

A-4



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 125675
Date 04/20/2018

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

Professional Services from March 12, 2018 through April 08, 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	66,364.72	35,873.13	2,762.15
Erosion Control Monitoring and Reporting Services	7,500.00	6,572.55	355.50	571.95
Grading "As-Built" Drawings	3,500.00	3,358.75	141.25	0.00
Sanitary Sewer Relocation	15,000.00	1,840.00	11,317.33	1,842.67
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	118,826.53	48,996.70	5,176.77

Invoice total 5,176.77

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
125175	03/20/2018	5,369.07		5,369.07			
125675	04/20/2018	5,176.77	5,176.77				
	Total	10,545.84	5,176.77	5,369.07	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

JK 4-24-2018

05.71.09 16.003

Consent Agenda 5/15/18 *(initials)*

Invoice



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

April 25, 2018

Invoice No: 301291

Invoice Total \$10,939.60

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

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

Professional services rendered from March 11, 2018 through April 7, 2018 for work completed in accordance with our Letter Agreement dated June 8, 2017 and Amendment No. 1 dated February 12, 2018.

Phase 600 Construction Administration Amd #1
 Labor

	Hours	Amount
Totals	27.75	2,703.19
Total Labor		2,703.19

Unit Billing

Field Vehicle	153.0 Miles @ 0.75	114.75
Total Units		114.75
	Total this Phase	\$2,817.94

Phase 610 Construction Observation Amd #1
 Labor

	Hours	Amount
Totals	66.75	5,678.44
Total Labor		5,678.44

Reimbursable Expenses

Personal Vehicle Mileage	42.52
Total Reimbursables	42.52
	Total this Phase
	\$5,720.96

Phase 615 Construction Materials Testing Amd #1
 Labor

	Hours	Amount
Totals	20.25	871.21
Total Labor		871.21

Unit Billing

Field Vehicle	13.0 Miles @ 0.75	9.75
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 5/15/18 (re)

Project	017-1779	LaVista 96th & Brentwood Traffic Signal	Invoice	301291
Field Vehicle		35.0 Miles @ 0.75	26.25	
Field Vehicle		15.0 Miles @ 0.75	11.25	
Compressive Strength - Concrete				
4 Tests @ \$15/Test			60.00	
4 Tests @ \$15/Test			60.00	
3 Tests @ \$15/Test			45.00	
4 Tests @ \$15/Test			60.00	
Total Units			272.25	272.25
		Total this Phase	\$1,143.46	✓
Phase	625	Construction Survey & Staking Amd #1		
Labor				
		Hours	Amount	
	Totals	18.00	1,189.91	
	Total Labor			1,189.91
Reimbursable Expenses				
Personal Vehicle Mileage			10.90	
Total Reimbursables			10.90	10.90
Unit Billing				
Field Vehicle		9.0 Miles @ 0.75	6.75	
Survey Supplies			49.68	
Total Units			56.43	56.43
		Total this Phase	\$1,257.24	
Billing Limits		Current	Prior	To-Date
Total Billings	10,939.60	38,965.69	49,905.29	
Limit			64,011.92	
Balance Remaining			14,106.63	
		AMOUNT DUE THIS INVOICE	\$10,939.60	✓

Att. Progress Report

Transmitted by email to: jkottmann@cityoflavista.org

Authorized By: Christopher Rolling

O.K. to pay
JMK 4-26-2018
05.71.0883.003

A-6

Invoice



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

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

April 18, 2018

Invoice No: 299850

Invoice Total \$15,623.54

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

Professional services rendered March 11, 2018 through April 7, 2018 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, and Amendment #3 dated November 21, 2017.

NTP: 12.06.16

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

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

		Hours	Rate	Amount
CAD Operator				
Turek, Zachary		1.50	58.00	87.00 ✓
Totals		1.50		87.00
Total Labor				87.00
				Total this Phase
				\$87.00 ✓

Phase	300	Project Management Including Amendments 2 & 3
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Labor

		Hours	Rate	Amount
Principal				
Egelhoff, Anthony		3.75	176.00 ✓	660.00 ✓
CAD Operator				
Turek, Zachary		4.00	58.00 ✓	232.00 ✓
Administrative/Clerical				
Doty, Jennifer		.25	73.00	18.25 ✓
Totals		8.00		910.25
Total Labor				910.25 ✓
				Total this Phase
				\$910.25 ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 5/15/18 (R)

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	299850
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Phase	400	Construction Services (Including Amendment 3)
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Labor

	Hours	Rate	Amount	
Technician	15.50	60.00 ✓	930.00 ✓	
Project Manager	2.50	115.00 ✓	287.50 ✓	
Associate Engineer	4.50	106.00 ✓	477.00 ✓	
Assistant Engineer	.25	88.00 ✓	22.00 ✓	
2-Man Survey Crew	11.50	150.00 ✓	1,725.00 ✓	
Team/Technical Leader	12.00	176.00 ✓	2,112.00 ✓	
Construction Services Senior Manager	2.50	150.00 ✓	375.00 ✓	
Construction Services Senior Technician	43.25	70.00 ✓	3,027.50 ✓	
Administrative	5.00	54.00 ✓	270.00 ✓	
Team Leader	1.00	112.00 ✓	112.00 ✓	
Totals	98.00		9,338.00	
Total Labor			9,338.00	
			Total this Phase	\$9,338.00 ✓

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

	Hours	Rate	Amount	
Technician	10.50	60.00 ✓	630.00 ✓	
Project Manager	1.00	115.00 ✓	115.00 ✓	
Team/Technical Leader	.50	176.00 ✓	88.00 ✓	
Construction Services Senior Technician	4.00	70.00 ✓	280.00 ✓	
Administrative	3.00	54.00 ✓	162.00 ✓	
Totals	19.00		1,275.00	
Total Labor			1,275.00	
			Total this Phase	\$1,275.00 ✓

Phase	402	SWPPP Inspections
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Fee

Number of Mo Insp Fees	1.00	
Fee Each	800.00	
Subtotal	800.00	
	Subtotal	800.00
	Total this Phase	\$800.00

Phase	900	Expenses
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	299850
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Reimbursable Expenses

Personal Vehicle Mileage	75.79	
Total Reimbursables	75.79	75.79
Unit Billing		
Field Vehicle	171.0 Miles @ 0.75	128.25
Field Vehicle	12.0 Miles @ 0.75	9.00
Field Vehicle	28.0 Miles @ 0.75	21.00
Field Vehicle	15.0 Miles @ 0.75	11.25
Field Vehicle	57.0 Miles @ 0.75	42.75
Field Vehicle	105.0 Miles @ 0.75	78.75
Field Vehicle	30.0 Miles @ 0.75	22.50
Field Vehicle	14.0 Miles @ 0.75	10.50
Survey Supplies		37.00
Total Units	361.00	361.00
	Total this Phase	\$436.79

Phase 910 Amendment 1 Pavement Rehabilitation Topo Survey

Total this Phase 0.00

Phase 911 Amendment 1 Pavement Rehabilitation Pavement Roadway Design

Labor

	Hours	Rate	Amount
Assistant Professional			
Luchtel, Michael	.25	88.00	22.00
Totals	.25		22.00
Total Labor			22.00
	Total this Phase		\$22.00

Phase 912 Amendment 1 Pavement Rehabilitation Bidding Documents & Process

Total this Phase 0.00

Phase 913 Amendment 1 Pavement Rehabilitation Project Management

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	299850
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Labor

Principal	Hours	Rate	Amount
Egelhoff, Anthony	3.75	176.00	660.00
Totals	3.75		660.00
Total Labor			660.00
		Total this Phase	\$660.00

Phase	914	Amendment 1 Pavement Rehabilitation Construction Services
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	Total this Phase	0.00
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Phase	915	Amendment 1 Pavement Rehabilitation Expenses
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	Total this Phase	0.00
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Phase	920	Amendment 1 Access Improvements Topographic Survey
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	Total this Phase	0.00
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Phase	921	Amendment 1 Access Improvements Design
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Labor

Principal	Hours	Rate	Amount
Rolling, Christopher	3.25	176.00	572.00
Assistant Professional			
Bellizzi, Daniel	.25	106.00	26.50
Totals	3.50		598.50
Total Labor			598.50
		Total this Phase	\$598.50

Phase	922	Amendment 1 Access Improvements Bidding Documents & Processing
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	816-0546	La Vista NE City Centre Phase 1 Public	Invoice	299850
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Labor

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	5.00	176.00	880.00	
Totals	5.00		880.00	
Total Labor			880.00	
			Total this Phase	\$880.00

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

Labor

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	3.50	176.00	616.00	
Totals	3.50		616.00	
Total Labor			616.00	
			Total this Phase	\$616.00

Phase	924	Amendment 1 Access Improvements Construction Services
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Total this Phase **0.00**

Phase	925	Amendment 1 Access Improvements Expenses
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Total this Phase **0.00**

Billing Limits	Current	Prior	To-Date
Total Billings	15,623.54	481,783.09	497,406.63
Limit			799,375.00
Balance Remaining			301,968.37

AMOUNT DUE THIS INVOICE **\$15,623.54**

Outstanding Invoices

Number	Date	Balance
297776	3/19/2018	20,888.17
Total		20,888.17

O.K. to pay

8MK 4-24-2018

CD-17-008

05.71.0509.003

Email Invoices to: jkottmann@cityoflavista.org

Authorized By: Anthony Egelhoff

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice



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

March 19, 2018

Invoice No: 297776

Invoice Total	\$20,888.17
---------------	-------------

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

OA Project No. B16-0546 La Vista NE City Centre Phase 1 Public Infrastructure
Professional services rendered February 4, 2018 through March 10, 2018 for work completed in accordance with
agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, and
Amendment #3 dated November 21, 2017.

NTP: 12.06.16

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

Phase 300 Project Management Including Amendments 2 & 3

Labor

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	2.00	176.00 ✓	352.00 ✓
Galley, Eric	2.00	176.00 ✓	352.00 ✓
Assistant Professional			
Golka, Michael	.50	106.00 ✓	53.00 ✓
Niewohner, Philip	1.00	88.00 ✓	88.00 ✓
Administrative/Clerical			
Schuetze, Kelsey	.25	73.00 ✓	18.25 ✓
Totals	5.75		863.25
Total Labor			863.25 ✓
			Total this Phase \$863.25

Phase 400 Construction Services (Including Amendment 3)

Labor

	Hours	Rate	Amount
Technician	3.00	60.00 ✓	180.00 ✓
Project Manager	4.25	115.00 ✓	488.75 ✓
Associate Engineer	34.75	106.00 ✓	3,683.50 ✓
Assistant Engineer	1.75	88.00 ✓	154.00 ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 5/15/18 (E)

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	297776
Technical Leader		5.00	176.00 ✓	880.00 ✓
Construction Services Senior Technician		67.00	70.00 ✓	4,690.00 ✓
Student Technician - Level 2		3.50	58.00 ✓	203.00 ✓
Student Technician - Level 1		2.00	50.00 ✓	100.00 ✓
Totals		121.25		10,379.25
Total Labor				10,379.25
			Total this Phase	\$10,379.25
Phase	401	Construction Services 1B (Incl Amendment 3)		
Labor				
Project Manager		Hours	Rate	Amount
Associate Surveyor		2.00	115.00 ✓	230.00
2-Man Survey Crew		13.50	110.00 ✓	1,485.00
Technical Leader		18.50	150.00 ✓	2,775.00
Construction Services Senior Manager		.25	176.00 ✓	44.00
Team Leader		1.00	150.00 ✓	150.00
Totals		1.50	112.00 ✓	168.00
Total Labor		36.75		4,852.00
			Total this Phase	\$4,852.00
Phase	402	SWPPP Inspections		
Fee				
Number of Mo Insp Fees		1.00		
Fee Each		800.00		
Subtotal		800.00		
		Subtotal		800.00
			Total this Phase	\$800.00
Phase	900	Expenses		
Reimbursable Expenses				
Personal Vehicle Mileage			37.62	
Total Reimbursables			37.62	37.62
Unit Billing				
Survey Supplies			180.80	
Field Vehicle		20.0 Miles @ 0.75	15.00	
Field Vehicle		379.0 Miles @ 0.75	284.25	
Total Units			480.05	480.05

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	297776
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		Total this Phase	\$517.67
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Phase	910	Amendment 1 Pavement Rehabilitation Topo Survey
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		Total this Phase	0.00
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Phase	911	Amendment 1 Pavement Rehabilitation Pavement Roadway Design
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Labor

		Hours	Rate	Amount
Assistant Professional				
Luchtel, Michael		15.25	88.00	1,342.00
CAD Operator				
Hastings, Douglas		2.50	100.00	250.00
Totals		17.75		1,592.00
	Total Labor			1,592.00
			Total this Phase	\$1,592.00

Phase	912	Amendment 1 Pavement Rehabilitation Bidding Documents & Process
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		Total this Phase	0.00
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Phase	913	Amendment 1 Pavement Rehabilitation Project Management
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Labor

		Hours	Rate	Amount
Principal				
Egelhoff, Anthony		2.50	176.00	440.00
Totals		2.50		440.00
	Total Labor			440.00
			Total this Phase	\$440.00

Phase	914	Amendment 1 Pavement Rehabilitation Construction Services
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		Total this Phase	0.00
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Phase	915	Amendment 1 Pavement Rehabilitation Expenses
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	297776
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			Total this Phase	0.00
Phase	920	Amendment 1 Access Improvements Topographic Survey		

			Total this Phase	0.00
Phase	921	Amendment 1 Access Improvements Design		

Labor

		Hours	Rate	Amount
Principal				
Rolling, Christopher		3.00	176.00	528.00
Assistant Professional				
Bellizzi, Daniel		1.50	106.00	159.00
Totals		4.50		687.00
	Total Labor			687.00
			Total this Phase	\$687.00

Phase	922	Amendment 1 Access Improvements Bidding Documents & Processing		
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			Total this Phase	0.00
Phase	923	Amendment 1 Access Improvements Project Management		

Labor

		Hours	Rate	Amount
Principal				
Egelhoff, Anthony		2.25	176.00	396.00
Assistant Professional				
Golka, Michael		.50	106.00	53.00
Luchtel, Michael		3.50	88.00	308.00
Totals		6.25		757.00
	Total Labor			757.00
			Total this Phase	\$757.00

Phase	924	Amendment 1 Access Improvements Construction Services		
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project B16-0546

La Vista NE City Centre Phase 1 Public

Invoice

297776

Phase	925	Amendment 1 Access Improvements Expenses	Total this Phase	0.00
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Billing Limits			Total this Phase	0.00
Total Billings	Current	Prior	To-Date	
Limit	20,888.17	460,894.92	481,783.09	
Balance Remaining			799,375.00	
			317,591.91	

AMOUNT DUE THIS INVOICE \$20,888.17

Email Invoices to: jkottmann@cityoflavista.org

Authorized By: Anthony Egelhoff

O.K. to pay
JMK 4-24-2018
CD-17-008
05.71.0909.003

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Design Workshop, Inc.
 Landscape Architecture
 Planning
 Urban Design

May 3, 2018
 Invoice No: 0059158

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

Current Invoice Total	\$128.70
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Project 005806.00 84th Streetscape Plan
 Professional Planning and Design Services.

Professional Services from April 1, 2018 to April 30, 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
Fee		

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	0059158
Fee		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		55,245.00	100.00	55,245.00	55,245.00	0.00
		Total Fee				0.00
		Total this Task				0.00
Task Fee	041	Additional Services #1 (Phase I)				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		4,999.00	100.00	4,999.00	4,999.00	0.00
		Total Fee				0.00
		Total this Task				0.00
Task Fee	099	Reimbursable Expenses				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		33,250.00	63.087	20,976.43	20,847.73	128.70
		Total Fee				128.70
		Total this Task				\$128.70
		Total this Invoice				\$128.70

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

APPROVED
consent agenda
AB 5-7-18
16-53-0303

Consent Agenda 5/15/2018
RE

DESIGNWORKSHOP

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

A-9



Invoice

Reference Invoice Number with Payment

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

HDR Invoice No. 1200118249
 Invoice Date 07-MAY-2018
 Invoice Amount Due \$12,179.51
 Payment Terms 30 NET

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

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

Project Management for Services for Public Improvements and Other Works

Professional Services
 From: 01-APR-2018 To: 28-APR-2018

Professional Services Summarization	Hours	Billing Rate	Amount
Administrative	13.50		750.87
Civil Engineer	20.00		2,933.40
Communications Coordinator	16.00		1,167.84
Communications Coordinator Sr	1.50		223.97
Graphic Designer 2	1.50		136.49
Multimedia Specialist	1.75		120.75
Project Controller	0.50		50.45
Project Manager	24.50		5,503.68
Sr. Civil Engineer	7.75		1,211.56
	87.00		\$12,099.01
		Total Professional Services	\$12,099.01

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	82.00		44.69
Miscellaneous			10.88
Printing/Reprographics			24.93
			Total Expenses
			\$80.50

Amount Due This Invoice (USD) \$12,179.51

Fee Amount	\$649,972.00
Fee Invoiced to Date	\$274,987.19
Fee Remaining	\$374,984.81

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

R. Ramirez
 5-11-18

05.11.0901.03

Consent Agenda
 5/15/18 (Pw)

Invoice

HDR Invoice No. 1200118249
 Invoice Date 07-MAY-2018

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs		
Task Number:	1.0	Task Description:	Project Management		
Professional Services					
			Hours	Billing Rate	Amount
Civil Engineer	Christiansen, Adam P.		4.00	108.03	432.12
Project Controller	Clifton, Rachel M		0.50	100.89	50.45
Project Manager	Koenig, Christopher J		24.50	224.64	5,503.68
Sr. Civil Engineer	Cain, Christopher A		7.75	156.33	1,211.56
			36.75		\$7,197.81
				Total Professional Services	\$7,197.81
Expense					
			Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J		82.00	0.545	44.69
Printing/Reprographics	ARC Document Solutions LLC				22.76
				Total Expense	\$67.45
				Total Task	\$7,265.26

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs		
Task Number:	2.0	Task Description:	Construction Team Coordination		
Professional Services					
			Hours	Billing Rate	Amount
Administrative	Anderson, Scott D		13.50	55.62	750.87
Civil Engineer	Cain, Christopher A		16.00	156.33	2,501.28
			29.50		\$3,252.15
				Total Professional Services	\$3,252.15
				Total Task	\$3,252.15

Invoice

HDR Invoice No. 1200118249
Invoice Date 07-MAY-2018

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	3.0	Task Description:	Public Outreach	
Professional Services				
		Hours	Billing Rate	Amount
Communications Coordinator	Veldhouse, Kristen Lynn	16.00	72.99	1,167.84
Communications Coordinator Sr	Rittershaus, Stephanie Gwen	1.50	149.31	223.97
Graphic Designer 2	Meszler, Christopher S	0.75	90.09	67.57
Graphic Designer 2	Rolfes, Christina A	0.75	91.89	68.92
Multimedia Specialist	George, Elizabeth L	1.75	69.00	120.75
		20.75		\$1,649.05
			Total Professional Services	\$1,649.05
Expense		Qty	Billing Rate	Amount
Miscellaneous	Veldhouse, Kristen Lynn			10.88
Printing/Regraphics	ARC Document Solutions LLC			2.17
			Total Expense	\$13.05
			Total Task	\$1,662.10

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 15, 2018 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDER 3 96 TH & BRENTWOOD TRAFFIC SIGNAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Change Order No. 3 to the contract to Vierregger Electric Co. of Omaha, Nebraska for additions and deletions of work, which will result in an increase in the contract price of \$10,536.80.

FISCAL IMPACT

The FY 17/18 biennial budget includes funding for this project.

RECOMMENDATION

Approval

BACKGROUND

The initial contract for this project was awarded to Vierregger Electric in the amount of \$306,470.16 on January 16, 2018. Change Orders No.1 and No. 2 were approved at the April 17, 2018 Council meeting that increased the contract by \$4,162.90. Change Order No. 3 includes additional landscaping materials, additional pavement removal and replacement, and additional electrical conduit. Quantity increases were needed due to the addition of the island on west leg, deteriorated pavement adjacent to the work area, and the location of the power supply for the signal being different than anticipated during design.

The net result of the change order is an increase of \$10,536.80 to the contract price.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 3 TO THE CONTRACT WITH VIERREGGER ELECTRIC CO. OF OMAHA NEBRASKA, TO PROVIDE FOR ADDITIONS AND DELETIONS OF WORK TO THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$10,536.80.

WHEREAS, the City has determined it is necessary to make changes to the contract for the 96th and Brentwood Traffic Signal project; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the project.

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 Vierregger Electric Co., Omaha, Nebraska, to provide for additions and deletions of work to the contract in an amount not to exceed \$10,536.80.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CHANGE ORDER

No. 3

Date of Issuance: May 3, 2018

Effective Date: May 3, 2018

Project: 96th and Brentwood - Traffic Signal	Owner: City of La Vista	Owner's Contract No.: PWST-16-008
Contract: 96th and Brentwood - Traffic Signal		Date of Contract: January 16, 2018
Contractor: Vierregger Electric		Engineer's Project No.: 017-1779

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

Original Bid Quantity Changes

Modification 1: Remove and replace 116 LF of Curb and Gutter.

Modification 2: Provide and installation of 100 LF of 2" PVC Conduit.

Modification 3: Add Mulching

Attachments (List documents supporting change): *Summary of Quantities, Vierregger Change Order Request*

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 306,470.16

Decrease from previously approved Change Orders

No. 1 to No. 2:

\$ 4,162.90

Contract Price prior to this Change Order:

\$ 310,633.06

[Increase] of this Change Order:

\$ 10,536.80

Contract Price incorporating this Change Order:

\$ 321,169.86

CHANGE IN CONTRACT TIMES:

Original Working days Calendar days

Substantial completion (days or date): May 15, 2018

Ready for final payment (days or date): May 25, 2018

No Change from previously approved Change Orders

No. 0 to No. 1:

Substantial completion (days or date): No Change

Ready for final payment (days or date): No Change

Contract Times prior to this Change Order:

Substantial completion (days or date): No Change

Ready for final payment (days or date): No Change

No Change this Change Order:

Substantial completion (days or date): No Change

Ready for final payment (days or date): No Change

Contract Times with all approved Change Orders:

Substantial completion (days or date): No Change

Ready for final payment (days or date): No Change

RECOMMENDED:

By:
Engineer (Authorized Signature)

Date: 5/3/18

ACCEPTED:

By:
Contractor (Authorized Signature)

Date: 5-3-18

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

5/3/2018

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 15, 2018 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT — EASTERN NEBRASKA OFFICE ON AGING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a contract with the Eastern Nebraska Office On Aging to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County.

FISCAL IMPACT

Eastern Nebraska Office on Aging (ENOA) will render payment to City of La Vista (sub-recipient) \$8,153.00 in equal monthly payments of \$679.41 July 1, 2018 – June 30, 2019. There is no cost to the city for the nutrition program. The city does pay the Program Coordinator salary.

RECOMMENDATION

Approval.

BACKGROUND

Eastern Nebraska Office on Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. five (5) days per week on Monday - Friday.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

WHEREAS, the City of La Vista's Community Center has annually served as a hot meal site for senior citizens in conjunction with the Nutrition program of the Eastern Nebraska Office on Aging (ENOA); and

WHEREAS, the Mayor and City Council believe it is desirable to continue to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City of La Vista be, and hereby is, authorized to execute an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SUBAWARD

THIS SUBAWARD is made and entered into this **first day of July 2018** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (herein referred to as "ENOA") and **CITY OF LA VISTA** a Nebraska non-profit corporation (herein referred to as "**Subrecipient**") for the operation of a senior center.

The purpose of the Subaward from ENOA to the Subrecipient is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L.114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the term and conditions of the Subaward.

WHEREAS, ENOA has entered into an agreement with the State of Nebraska, Department of Health & Human Services Division of Medicaid and Long-term Care, (herein referred to as the "**State**") to provide a nutrition program to persons 60 years of age and older residing in Sarpy County (herein referred to as the "**Area**"); and

WHEREAS, ENOA has been created according to Nebraska Revised Statutes Section 13-801, et seq., and further has been recognized by the State as the official area agency on aging for the Area; and

WHEREAS, ENOA has determined in its Area Plan for July 2016 – June 2019 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

WHEREAS, Subrecipient maintains a facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska with accommodations suitable to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. Monday through Friday.

NOW, THEREFORE, IT IS AGREED by ENOA and Subrecipient as follows:

ARTICLE I

APPOINTMENT

Subrecipient is hereby retained and appointed to represent ENOA in connection with providing a nutrition program for older adults at Subrecipient's facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska.

ARTICLE II

SERVICES

In carrying out the terms of this Subaward, Subrecipient agrees to provide the following services:

- (a) To provide a Senior Center Manager who will be responsible for the day-to-day operation of the program and meet all requirements of the Senior Center Manager

job description attached hereto and identified as Exhibit "A" and by this reference made a part of this Subaward.

- (b) To provide persons to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures
- (c) To place food order with the ENOA Nutrition Division by 1:15pm on day prior to serving day, for the number of meals needed for the serving day.
- (d) To assure that food temperatures are maintained at no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (e) To clean utensils and containers food is delivered in and properly dispose of all leftovers.
- (f) To ascertain that all claims for meals served are correct. Subrecipient shall not order more meals than the actual number of reservations made by the center participants.
- (g) Daily sign-in sheets or other acceptable documentation identifying participants, guests, volunteers and staff shall be utilized. Documentation will be kept on file for 3 years.
- (h) To assure money collected is a confidential voluntary contribution for meals and Tai Chi for Balance, record daily on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable) and deposit amount in ENOA designated account.
- (i) To make special provisions as necessary to serve handicapped individuals.
- (j) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Subaward is signed.
- (k) To assure that the food service operation is in compliance with the Nebraska Food Code.
- (l) To assure that all ENOA policies and procedures for congregate meals are followed.
- (m) To account for all equipment purchased with funds received from ENOA when required.
- (n) To publicize the availability of the Nutrition Program for older adults at the facility. All publicity must recognize ENOA for financial support. Copies of all publicity must be sent to ENOA prior to distribution for approval.
- (o) To determine that all recipients meet requisite age requirements or other individuals who meet program eligibility as listed in ENOA Nutrition Program policy 1.1. Under-age ineligible participants must pay full cost of the meal as required by ENOA

Nutrition Program policies. Payment for under-age ineligible participants must be collected separate from eligible meal contributions and documented with a written receipt. A copy of the receipt is given to the participant and a copy will be attached to the monthly cash contribution sheet.

- (p) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (q) Center staff must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily. Monthly reports must be received in the Nutrition Office by the 3rd working day after the end of the month.
- (r) A Cost Allocation form must be completed identifying hours worked in congregate meal program and hours worked in supportive services. The completed form will be included with monthly reports and sent to the Nutrition Office.
- (s) To operate the center Monday-Friday except for 11 holidays during the year. Subrecipient shall notify ENOA of holidays to be taken. Any other center closings must be pre-approved by ENOA whose approval shall be documented by Subrecipient, in writing.
- (t) To provide Nutrition Education programs a minimum of 2 times per year. The program must be provided by a qualified individual as outlined in ENOA Nutrition Program policy 1.15. The program topic, presenter and their credentials must be recorded on the appropriate report.
- (u) The Center Manager is invited to attend the regularly scheduled Center Manager meetings. The Center Manager may be invited to attend any training meetings that ENOA may provide for skill development.

In carrying out the terms of this Subaward, ENOA agrees to provide the following:

- (a) To provide meals which supply one-third of the DRI's and comply with the most recent Dietary Guidelines for Americans.
- (b) To provide paper products, cleaning supplies, coffee, tea, sugar, creamer, condiments, etc.
- (c) To provide training for senior center staff to improve job-related skills.
- (d) To provide nutrition education and recreational assistance to center staff upon request.
- (e) To provide administrative and technical assistance and monitor Subaward compliance by:

- 1) Reviewing reports and records, including required fiscal, submitted to ENOA as described in Subaward.
- 2) An annual senior center evaluation to evaluate Subrecipient's compliance with this Subaward.
- 3) Unannounced center evaluations and center visits by program administrative staff.
- 4) Other activities as deemed necessary by ENOA Director.

ARTICLE III

REIMBURSEMENT

In consideration of the services herein provided, ENOA shall provide reimbursement to Subrecipient not to exceed **Eight Thousand One Hundred and Fifty-Three Dollars (\$ 8,153)** as outlined in Exhibit "B" attached hereto and by this reference made a part of this Subaward.

Subrecipient shall prepare a monthly statement of costs and expenses incurred as a result of the operation of program and submit to ENOA. Reimbursement will be provided after appropriate documentation to support monthly statement has been received. This shall include payroll registry and copies of any bills included in reimbursement statement outlined in Exhibit "B".

ENOA will render payment to Subrecipient when the terms and conditions of the Subaward and specifications are being satisfactorily completed on the part of the Subrecipient as solely determined by ENOA.

ARTICLE IV

TERM

This Subaward shall be in effect for **one (1) year** from **July 1, 2018** through and including **June 30, 2019**.

ARTICLE V

SUBAWARD COMPLIANCE AND ENFORCEMENT

It is the responsibility of the ENOA staff to inform the ENOA Executive Director of any Subrecipient's failure to comply with the terms of this Subaward. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Subaward:

A. Notification of Non-Compliance of Annual Senior Center Evaluation. In the event of non-compliance violations Subrecipient will have 30 days to correct the violation. ENOA shall conduct a follow-up evaluation after the 30 days allowed for centers to come into compliance with any recommendations found and within 90 days from the original evaluation. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

- 1) Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of ENOA shall notify the Subrecipient in writing that funding shall be withheld until such time all recommendations have been corrected and a second evaluation has been done by ENOA. In the event the violations have not been corrected after the second evaluation, the Executive Director of ENOA shall proceed as set forth herein.
- 2) Notification of Null and Void Sub Award. The Executive Director of ENOA will notify the Subrecipient, in writing, that said Subaward has been rendered null and void until such time violations are corrected and validated by the Nutrition Services Division Director. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

B. Notification of Non-Compliance of Nutrition Subaward. After it has been determined by ENOA staff that the terms of this Subaward are repeatedly not being met, written notification of non-compliance shall be sent to the Subrecipient by ENOA. The notification shall set forth the portion of the Subaward being violated.

- 1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of ENOA shall notify the Subrecipient in writing that funding shall be withheld until such time Subrecipient is in compliance. In the event the violations have not been corrected, the Executive Director of ENOA shall proceed as set forth herein.
- 2) Loss of funding. The Executive Director of ENOA will notify the Subrecipient, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Subaward will be presented to the ENOA Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

TERMINATION

a) Early termination may occur if:

- ENOA and the Subrecipient, by mutual written agreement, may terminate the Subaward at any time.
- ENOA, in its sole discretion, may terminate the Subaward for any reason upon 30 written notice to the Subrecipient. In the event of cancellation,

the Subrecipient shall be entitled to payment, determined on a pro rata basis for products or services satisfactorily performed or provided

- b) ENOA may terminate the Subaward, in whole or in part, if the Subrecipient fails to perform its obligations under the Subaward in a timely and proper manner. ENOA may, by providing a written notice of default to the Subrecipient, allow the Subrecipient to correct a failure or breach of Subaward within a period of thirty (30) days.
- c) ENOA may terminate the Subaward, in whole or in part, in the event funding is no longer available. ENOA will give the Subrecipient written notice thirty (30) days prior to the effective date of any termination. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Subrecipient be paid for a loss of anticipated profit.

EMERGENCY TERMINATION

In those instances where the Subaward violation threatens the health, welfare and safety of participants and/or staff of the Subrecipient, an emergency may be declared. After an emergency hearing and determination by the Governing Board, this Subaward may be declared null and void and all payments to Subrecipient terminated.

RETURN OF FUNDS

Subrecipient may be required to reimburse ENOA for any costs or expense, which may be disallowed as a result of an audit by ENOA, federal/state government or agency thereof.

ARTICLE VI

AUTHORIZED REPRESENTATIVE

The Executive Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Subaward. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports of the activities and functions of Subrecipient. ENOA shall not be authorized to change any of the terms and conditions of the Subaward. Such changes, if any, shall be accomplished only by a properly executed modification of this Subaward in accordance with the terms and conditions of Article IX hereof.

ARTICLE VII

CONDITIONS

This Subaward is subject to the following conditions. Please provide initials beside each condition to confirm acceptance:

Accept & Initial

- a) Subrecipient shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary to assure a proper accounting for all Subaward expenses. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files, relating to work performed or monies received under this Subaward shall be subject to review or audit. Subrecipient shall maintain all records for five (5) years from the date of final payment. All records shall be maintained in accordance with generally accepted business practices.

Accept & Initial

- b) Subrecipient shall submit such fiscal and programmatic progress reports as deemed necessary and requested by ENOA on all activities and functions of the Subaward for which funds are received. These may include but are not limited to a monthly fiscal report and if required, a Subaward completion report to be submitted within fifteen (15) days upon termination or completion of the Subaward.

Accept & Initial

- c) A representative from ENOA shall have the right to enter any premises where the Subrecipient duties under the Subaward are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

Accept & Initial

- d) All materials and information provided by ENOA or acquired by the subrecipient on behalf of ENOA shall be regarded as confidential information and shall be handled in accordance with Federal and State Law, and ethical standards. The subrecipient must ensure the confidentiality of such materials or information. Should said confidentiality be breached by subrecipient, subrecipient shall notify ENOA immediately of said breach and take immediate corrective action.

Accept & Initial

- e) Subrecipient shall give credit to ENOA for its technical assistance and its moral and financial support of the program in all publicity regarding this program, whether in the media, written communication, or public presentations.

Accept & Initial

- f) The Subrecipient shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Subrecipients of the Eastern Nebraska Office on Aging (ENOA) from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Subrecipient guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Subaward.

Accept & Initial

- g) The Subrecipient shall procure and pay for all permits, licenses and approvals necessary for the execution of the Subaward. The Subrecipient shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

Accept & Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Subrecipient represents that it has, or will secure at its own expense, all personnel required to perform the services under the Subaward. The Subrecipient's employees and other persons engaged in work or services required by the Subrecipient under the Subaward shall have no contractual relationship with ENOA; they shall not be considered employees of ENOA.

Accept & Initial

h) All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Subrecipient, its officers or its agents) shall in no way be the responsibility of ENOA. The Subrecipient will hold ENOA harmless from any and all such claims including, but not limited to ENOA's attorney's fees and expenses.

Accept & Initial

i) The Subrecipient warrants that all persons assigned to the project shall be employees of the Subrecipient and shall be fully qualified to perform the work required. Subrecipient agrees to have services performed by US Citizens or individuals lawfully authorized to derive income from employment in the US. Subrecipient covenants that it has not retained or employed any company or person, other than bona fide employees working for the Subrecipient, to solicit or secure the Subaward and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Subaward. For breach of this statement, ENOA shall have the right to annul Subaward without liability.

Accept & Initial

j) The Subrecipient shall be responsible for the proper care and custody of any ENOA-owned property which is furnished for the Subrecipient's use during the performance of the Subaward. The Subrecipient shall reimburse ENOA for any loss or damage of such property, normal wear and tear is expected.

Accept & Initial

k) For the duration of the Subaward, all communication between Subrecipient and ENOA regarding the Subaward shall take place between the Subrecipient and individuals specified by ENOA. Communication about the Subaward between Subrecipient and individuals not designated as points of contact by ENOA is strictly forbidden.

Accept & Initial

l) Subrecipient or ENOA shall consent to enter into discussion at any time to review terms of this Subaward should an evaluation suggest that program requirements necessitate a modification or change in center operations.

Accept & Initial

m) Subrecipient shall indemnify and hold ENOA harmless from and against: (1) any and all claims and causes of action arising from Subawards between the Subrecipient and third parties made to effectuate the purpose of this Subaward and (2) any and all claims, liabilities or damages arising from the preparation or presentation of any work covered by this Subaward or any travel related thereto.

Accept & Initial

n) The Subrecipient shall not commence work under this Subaward until he or she has obtained ENOA a certificate of insurance coverage. ENOA shall be named as additional insured on all such insurance policies. In addition, notice of cancellation of any required insurance policy must be submitted when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Subrecipient shall furnish ENOA with proof of insurance coverage on the following:
General Liability in the amount of \$2,000,000;
Personal Liability in the amount of \$1,000,000;
Medical Expenses (any one person) in the amount of \$5,000;
Workers' Compensation and Unemployment Insurance

Accept & Initial

o) Subrecipient certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Subrecipient agrees to provide a copy of its drug free workplace policy at any time upon request by ENOA.

Accept & Initial

p) The Subrecipient, by signature to the Subaward, certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Subrecipient shall immediately notify ENOA if, during the term of this Subaward, Subrecipient becomes debarred. ENOA may immediately terminate this Subaward by providing Subrecipient written notice if Subrecipient becomes debarred during the term of this Subaward.

ARTICLE VIII

ASSIGNMENT

Subrecipient may not assign its rights under this Subaward without the express prior written consent of ENOA.

ARTICLE IX

MODIFICATION

This Subaward contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

GOVERNING LAW

This Subaward agreement between ENOA and Subrecipient shall be interpreted and enforced in accordance with Nebraska Law. The parties further agree that any disputes by either or both parties hereto regarding this Subaward agreement shall be filed in the District Court of Douglas County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Subaward this _____ day of
_____, 2018.

ATTEST:

CITY OF LA VISTA

By _____
Authorized Representative

Date _____

ATTEST:

EASTERN NEBRASKA REGIONAL AGENCY
ON HUMAN SERVICES, EASTERN
NEBRASKA OFFICE ON AGING ("ENOA")

By _____
Governing Board

Date _____

ENOA JOB DESCRIPTION

POSITION TITLE: Senior Center Manager

REPORTS TO: Nutrition Services Division Director

OFFICE AREA: ENOA

PROGRAM: Nutrition EFFECTIVE DATE: 5/1/2012

POSITION SUMMARY:

Responsible for the supervision and coordination of activities related to the delivery of quality group meals and if applicable, meals for home-bound participants. Responsible to inform and refer participants to other supportive services. Position is also responsible for supervising Assistant Center Managers and volunteers in solving operational problems and completing other program objectives. May deliver meals to seniors in their home (if applicable.)

ESSENTIAL JOB FUNCTIONS:

1. Reports to work as scheduled on a regular and reliable basis.
2. Successfully complete all required pre-service orientation and training.
3. Must insure confidentiality of all client information and act in accordance with HIPAA regulations.
4. Ability to understand and comply with various laws, rules, regulations, policies and guidelines as they pertain to both ENOA and ENHSA.
5. Ability to communicate clearly, both orally and in writing to individuals and groups. Must have good telephone skills.
6. Ability to establish effective working relationships with a variety of people including older adults, internal staff, volunteers, caterer, speakers, sponsors and the general public.
7. Be a strong team player with positive attitude toward working with staff and with clients and their formal and informal support systems.
8. Must have the ability to use office equipment, such as fax, calculator, scanner, copier, printer, and other equipment as needed.
9. Must have knowledge of activities and operating procedures required for the timely delivery of quality meals and social services to targeted clientele.

10. Must have knowledge of required sanitation practices for all phases of meal delivery.
11. Must have knowledge of local community-based services and activities for the elderly, including recreational and educational opportunities.
12. Must have basic knowledge of the aging process with an understanding of elderly persons' needs on a general and individual level.
13. Must have knowledge of the principles of supervision, if applicable, i.e., staffing, scheduling, appraising, disciplining, guiding and training.
14. Ability to understand and utilize administrative forms and their usage as pertinent to the nutrition program. Ability to maintain neat and accurate record keeping system of the same.
15. Must have a valid driver's license, reliable vehicle and state required car insurance.

OTHER JOB DUTIES:

1. Responsible for the day-to-day management of the Senior Center.
2. Responsible for making decisions on behalf of all older person who participate in the Center in the areas of programming, supportive services, quality of food served, goals and objectives established for the Center, advocacy, organizing of volunteers and reports submitted to the Central Office.
3. Conduct minimum number of activities for the participants at the congregate centers. (As established by the Nutrition Program Central Office)
4. Assist in administrative duties, through ensuring policy and procedure compliance, properly and accurately maintaining established reporting and record keeping systems, advising subordinates on problem solving and meeting program goals and objectives, attending nutrition program meetings, trainings and seminars.
5. Supervise Assistant Senior Center Manager (if applicable), through staffing, training, guiding, disciplining and appraising.
6. Recruit and supervise volunteers.
7. Notify Central Office of center closing for funerals, repairs, etc.
8. Receive food from caterer, ensuring temperature, quality and quantity is acceptable; and takes proper actions if not acceptable.

9. Supervise and coordinate the service of the meals, including delivery of homebound meals, if applicable.
10. Ensure all mandates are followed including sanitation practices pertinent to food service.
11. Provide for individual and group comforts by ensuring needs are met through a neat, sanitary and socially pleasant environment.
12. Assist by referring participants to other services, i.e., Title XX and other ENOA programs.
13. Other duties as assigned.

EDUCATION, TRAINING AND EXPERIENCE:

1. High School Diploma or GED required.
2. Knowledge of Senior Center and/or experience in food service preferred.

SKILLS AND ABILITIES:

1. Ability to autonomously make sound judgments and use common sense concerning daily situations.
2. Must have good computer skills with general knowledge of Microsoft office and have the ability to learn other computer systems.
3. Must have the ability to use office equipment; such as fax, scanner, copier, printer, and other equipment as needed.
4. Ability to perform basic math functions, i.e., adding, subtracting, multiplying, and dividing.
5. Must be able to drive personal vehicle year around during a variety of road conditions.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

1. Must be able to lift 25 pounds, bend, stoop, and stand on feet or sit in one position for long periods of time.
2. Must be able to tolerate a variety of working environments.

Note: This job description is intended to convey information essential to understanding the scope of the job and the general nature and level of work performed by jobholders within this job. But, this job description is not intended to be an inclusive list of qualifications, skills, efforts, duties, responsibilities or working conditions associated with the position and may be subject to revision.

Exhibit "B"

**City of La Vista
La Vista Senior Center
FY 18-19**

Annual Salary Reimbursement including fringe benefits	\$8,153
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Check Date	Vendor Name	Amount	Voided
146(E) 10/02/2017	DEARBORN NATIONAL LIFE INSURANCE	1,271.00	N
236(E) 10/04/2017	ELAN FINANCIAL SERVICES	21,628.71	N
246(E) 10/31/2017	AMERICAN HERITAGE LIFE INSURANCE	1,368.76	N
247(E) 10/31/2017	BLUE CROSS BLUE SHIELD OF NEBR	95,780.16	N
248(E) 10/31/2017	CATERPILLAR FINANCIAL SVCS CORP	3,075.62	N
249(E) 10/31/2017	DEARBORN NATIONAL LIFE INSURANCE	4,824.83	N
250(E) 10/31/2017	LINCOLN NATIONAL LIFE INS CO	5,266.08	N
251(E) 10/31/2017	NE DEPT OF REVENUE-SALES TAX	1,052.10	N
252(E) 10/31/2017	UNITED HEALTHCARE INSURANCE CO	700.70	N
217(E) 11/03/2017	ACCESS BANK	3,066.27	N
218(E) 11/03/2017	CATERPILLAR FINANCIAL SVCS CORP	2,693.39	N
219(E) 11/03/2017	ENTERPRISE FM TRUST	580.01	N
220(E) 11/03/2017	LEAF CAPITAL FUNDING LLC	700.00	N
221(E) 11/03/2017	MARCO INCORPORATED	159.00	N
222(E) 11/03/2017	NE DEPT OF REVENUE-LOTT/51	81,550.00	N
223(E) 11/03/2017	PAYFLEX SYSTEMS USA INC	296.70	N
224(E) 11/03/2017	PITNEY BOWES-EFT POSTAGE	1,282.00	N
225(E) 11/03/2017	TOSHIBA FINANCIAL SERVICES	127.40	N
226(E) 11/03/2017	ESSENTIAL SCREENS	38.00	N
270(E) 11/06/2017	ELAN FINANCIAL SERVICES	13,525.95	N
242(E) 11/09/2017	DESIGN WORKSHOP INC	41,413.76	N
253(E) 11/16/2017	AMERICAN HERITAGE LIFE INSURANCE	1,368.76	N
254(E) 11/16/2017	DEARBORN NATIONAL LIFE INSURANCE	5,955.41	N
255(E) 11/16/2017	LINCOLN NATIONAL LIFE INS CO	5,473.49	N
256(E) 11/16/2017	UNITED HEALTHCARE INSURANCE CO	713.76	N
257(E) 11/22/2017	NE DEPT OF REVENUE-SALES TAX	674.47	N
258(E) 11/28/2017	AMERICAN HERITAGE LIFE INSURANCE	1,498.13	N
259(E) 11/30/2017	MARCO INCORPORATED	214.91	N
260(E) 11/30/2017	MARCO INCORPORATED	356.99	N
261(E) 11/30/2017	PAYFLEX SYSTEMS USA INC	291.75	N
262(E) 11/30/2017	TOSHIBA FINANCIAL SERVICES	127.40	N
293(E) 11/30/2017	ACCESS BANK	3,066.27	N
294(E) 11/30/2017	CATERPILLAR FINANCIAL SVCS CORP	3,075.62	N
295(E) 11/30/2017	ENTERPRISE FM TRUST	580.01	N
296(E) 11/30/2017	LEAF CAPITAL FUNDING LLC	700.00	N
297(E) 11/30/2017	PITNEY BOWES-EFT POSTAGE	1,287.00	N
278(E) 12/05/2017	ELAN FINANCIAL SERVICES	12,776.04	N
263(E) 12/14/2017	BLUE CROSS BLUE SHIELD OF NEBR	94,211.32	N
264(E) 12/14/2017	DEARBORN NATIONAL LIFE INSURANCE	6,190.91	N
265(E) 12/14/2017	LINCOLN NATIONAL LIFE INS CO	5,381.99	N
266(E) 12/14/2017	TITLECORE, LLC	1,100,000.00	N
267(E) 12/14/2017	UNITED HEALTHCARE INSURANCE CO	707.23	N
268(E) 12/29/2017	ACCESS BANK	35.00	N
269(E) 12/29/2017	NE DEPT OF REVENUE-SALES TAX	870.68	N
298(E) 12/31/2017	ACCESS BANK	3,066.27	N
299(E) 12/31/2017	ALLY BANK	713.82	N
300(E) 12/31/2017	ENTERPRISE FM TRUST	580.01	N
301(E) 12/31/2017	LEAF CAPITAL FUNDING LLC	700.00	N
302(E) 12/31/2017	MARCO INCORPORATED	159.00	N
303(E) 12/31/2017	TOSHIBA FINANCIAL SERVICES	127.40	N
318(E) 12/31/2017	MID-AMERICAN BENEFITS INC	617.50	N
325(E) 12/31/2017	AMERICAN HERITAGE LIFE INSURANCE	1,404.63	N
284(E) 01/04/2018	ELAN FINANCIAL SERVICES	7,447.46	N
290(E) 01/31/2018	NE DEPT OF REVENUE-LOTT/51	83,393.00	N
291(E) 01/31/2018	NE DEPT OF REVENUE-SALES TAX	687.95	N
304(E) 01/31/2018	ACCESS BANK	3,066.27	N
305(E) 01/31/2018	ALLY BANK	356.91	N
306(E) 01/31/2018	CATERPILLAR FINANCIAL SVCS CORP	6,151.24	N
307(E) 01/31/2018	ENTERPRISE FM TRUST	580.01	N
308(E) 01/31/2018	LEAF CAPITAL FUNDING LLC	700.00	N

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
309(E)	01/31/2018	MARCO INCORPORATED	159.00	N
310(E)	01/31/2018	PITNEY BOWES-EFT POSTAGE	1,187.00	N
311(E)	01/31/2018	TOSHIBA FINANCIAL SERVICES	127.40	N
319(E)	01/31/2018	BLUE CROSS BLUE SHIELD OF NEBR	103,332.88	N
320(E)	01/31/2018	MID-AMERICAN BENEFITS INC	679.50	N
326(E)	01/31/2018	DEARBORN NATIONAL LIFE INSURANC	4,365.21	N
327(E)	01/31/2018	LINCOLN NATIONAL LIFE INS CO	5,704.73	N
328(E)	01/31/2018	UNITED HEALTHCARE INSURANCE CO	712.19	N
312(E)	02/06/2018	ELAN FINANCIAL SERVICES	12,409.88	N
292(E)	02/20/2018	NE DEPT OF REVENUE-SALES TAX	652.18	N
321(E)	02/28/2018	BLUE CROSS BLUE SHIELD OF NEBR	101,550.00	N
322(E)	02/28/2018	MID-AMERICAN BENEFITS INC	617.50	N
329(E)	02/28/2018	AMERICAN HERITAGE LIFE INSURANCE	1,334.07	N
330(E)	02/28/2018	DEARBORN NATIONAL LIFE INSURANC	5,895.98	N
331(E)	02/28/2018	LINCOLN NATIONAL LIFE INS CO	4,609.73	N
332(E)	02/28/2018	UNITED HEALTHCARE INSURANCE CO	718.72	N
336(E)	02/28/2018	ACCESS BANK	3,066.27	N
337(E)	02/28/2018	ALLY BANK	356.91	N
338(E)	02/28/2018	CATERPILLAR FINANCIAL SVCS CORP	3,075.62	N
339(E)	02/28/2018	ENTERPRISE FM TRUST	580.01	N
340(E)	02/28/2018	LEAF CAPITAL FUNDING LLC	700.00	N
341(E)	02/28/2018	TOSHIBA FINANCIAL SERVICES	281.74	N
323(E)	03/02/2018	BLUE CROSS BLUE SHIELD OF NEBR	101,550.00	N
324(E)	03/02/2018	MID-AMERICAN BENEFITS INC	617.50	N
333(E)	03/05/2018	AMERICAN HERITAGE LIFE INSURANCE	1,347.52	N
334(E)	03/05/2018	DEARBORN NATIONAL LIFE INSURANC	6,187.36	N
335(E)	03/05/2018	UNITED HEALTHCARE INSURANCE CO	788.00	N
357(E)	03/29/2018	AMERICAN HERITAGE LIFE INSURANCE	1,347.52	N
342(E)	03/30/2018	ELAN FINANCIAL SERVICES	9,806.74	N
347(E)	03/30/2018	ACCESS BANK	3,066.27	N
348(E)	03/30/2018	ALLY BANK	356.91	N
349(E)	03/30/2018	ENTERPRISE FM TRUST	580.01	N
350(E)	03/30/2018	ESSENTIAL SCREENS	52.50	N
351(E)	03/30/2018	LINCOLN NATIONAL LIFE INS CO	5,708.19	N
352(E)	03/30/2018	NE DEPT OF REVENUE-SALES TAX	640.18	N
353(E)	03/30/2018	PITNEY BOWES-EFT POSTAGE	1,286.00	N
354(E)	03/30/2018	TOSHIBA FINANCIAL SERVICES	127.40	N
355(E)	03/30/2018	NE DEPT OF REVENUE-50G GAMING	100.00	N
356(E)	04/02/2018	CATERPILLAR FINANCIAL SVCS CORP	3,075.62	N
358(E)	04/13/2018	BLUE CROSS BLUE SHIELD OF NEBR	102,136.32	N
359(E)	04/13/2018	DEARBORN NATIONAL LIFE INSURANC	6,167.22	N
360(E)	04/13/2018	MID-AMERICAN BENEFITS INC	617.50	N
361(E)	04/13/2018	UNITED HEALTHCARE INSURANCE CO	752.21	N
362(E)	04/16/2018	LINCOLN NATIONAL LIFE INS CO	5,611.20	N
364(E)	04/26/2018	ACCESS BANK	3,066.27	N
365(E)	04/26/2018	ALLY BANK	356.91	N
366(E)	04/26/2018	ELAN FINANCIAL SERVICES	13,216.65	N
373(E)	04/26/2018	ENTERPRISE FM TRUST	580.01	N
374(E)	04/26/2018	ESSENTIAL SCREENS	129.00	N
375(E)	04/26/2018	NE DEPT OF REVENUE-SALES TAX	753.10	N
376(E)	04/26/2018	TOSHIBA FINANCIAL SERVICES	127.40	N
377(E)	04/26/2018	PITNEY BOWES-EFT POSTAGE	950.00	N
378(E)	04/30/2018	CATERPILLAR FINANCIAL SVCS CORP	3,075.62	N
379(E)	04/30/2018	NE DEPT OF REVENUE-LOTT/51	81,028.00	N
			TOTAL:	2,243,030.70

Check Date	Vendor Name	Amount	Voided
	COUNCIL MEMBER		
	COUNCIL MEMBER		
	COUNCIL MEMBER		

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
126799	05/02/2018	CENTURY LINK	349.14	N
126800	05/02/2018	DLR GROUP	6,000.00	N
126801	05/02/2018	GRAHAM CONSTRUCTION, INC	85,537.76	N
126802	05/02/2018	HAWKINS CONSTRUCTION COMPANY	4,950.00	N
126803	05/02/2018	HDR ENGINEERING INC	15,846.93	N
126804	05/02/2018	ICMA MEMBERSHIP RENEWALS	1,214.06	N
126805	05/02/2018	RDG PLANNING & DESIGN	8,399.70	N
126806	05/15/2018	TIMM SKOT	300.00	N
126807	05/15/2018	4 SEASONS AWARDS	15.00	N
126808	05/15/2018	A TO Z DATABASES	909.00	N
126809	05/15/2018	A-RELIEF SERVICES INC	554.00	N
126810	05/15/2018	ACI-NEBRASKA CHAPTER	30.00	N
126811	05/15/2018	ACTION BATTERIES UNLTD INC	93.32	N
126812	05/15/2018	ACTION SIGNS INCORPORATED	492.00	N
126813	05/15/2018	ANDERSON BROTHERS ENGINEERING	215.00	N
126814	05/15/2018	ASPHALT & CONCRETE MATERIALS	1,405.37	N
126815	05/15/2018	BARCAL, ROSE	77.50	N
126816	05/15/2018	BERENS-TATE CONSULTING GROUP, IN	2,500.00	N
126817	05/15/2018	BEST CARE EMPLOYEE ASST PROGRM	299.00	N
126818	05/15/2018	BIBLIOTHECA LLC	2.07	N
126819	05/15/2018	BISHOP BUSINESS EQUIPMENT	1,777.52	N
126820	05/15/2018	BKD LLP	5,295.00	N
126821	05/15/2018	BLACK HILLS ENERGY	3,012.50	N
126822	05/15/2018	BLUE 360 MEDIA, LLC	441.95	N
126823	05/15/2018	BRODART COMPANY	198.16	N
126824	05/15/2018	BS&A SOFTWARE	750.00	N
126825	05/15/2018	BUETHE, PAM	143.00	N
126826	05/15/2018	CENTER POINT PUBLISHING	133.02	N
126827	05/15/2018	CENTURY LINK	584.07	N
126828	05/15/2018	CENTURY LINK BUSN SVCS	11.24	N
126829	05/15/2018	CITY OF OMAHA	18.55	N
126830	05/15/2018	CITY OF PAPILLION	1,709.54	N
126831	05/15/2018	CITY OF PAPILLION PARKS/RECREATIO	40.00	N
126832	05/15/2018	CNA SURETY	1,855.00	N
126833	05/15/2018	COX COMMUNICATIONS	277.40	N
126834	05/15/2018	CRANE, RAY	245.00	N
126835	05/15/2018	CULLIGAN OF OMAHA	21.75	N
126836	05/15/2018	DEMCO INCORPORATED	755.07	N
126837	05/15/2018	DI MAURO, JAYSON	78.00	N
126838	05/15/2018	DOUGLAS COUNTY SHERIFF'S OFC	25.00	N
126839	05/15/2018	EDGEWEAR SCREEN PRINTING	3,810.00	N
126840	05/15/2018	EN POINTE TECHNOLOGIES SALES	308.77	N
126841	05/15/2018	FITZGERALD SCHORR BARMETTLER	35,227.22	N
126842	05/15/2018	FOCUS PRINTING	9,155.92	N
126843	05/15/2018	GALE	164.18	N
126844	05/15/2018	GCR TIRES & SERVICE	1,269.48	N
126845	05/15/2018	GOPHER SPORTS	209.37	N
126846	05/15/2018	GREATMATS.COM CORPORATION	5,327.35	N
126847	05/15/2018	HANEY SHOE STORE	118.99	N
126848	05/15/2018	HELWIG, JOHN	78.00	N
126849	05/15/2018	HOBBY LOBBY STORES INC	464.46	N
126850	05/15/2018	HOME DEPOT CREDIT SERVICES	254.11	N
126851	05/15/2018	HOTSY EQUIPMENT COMPANY	260.63	N
126852	05/15/2018	HY-VEE INC	94.65	N
126853	05/15/2018	HYDRAULIC EQUIPMENT SERVICE	942.39	N
126854	05/15/2018	INGRAM LIBRARY SERVICES	1,446.34	N
126855	05/15/2018	J & J SMALL ENGINE SERVICE	40.14	N
126856	05/15/2018	KELLER, RON	78.00	N
126857	05/15/2018	MARK A KLINKER	200.00	N
126858	05/15/2018	KRAV MAGA WORLDWIDE INC	595.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
126859	05/15/2018	KRIHA FLUID POWER CO INC	22.07	N
126860	05/15/2018	LA VISTA COMMUNITY FOUNDATION	90.00	N
126861	05/15/2018	LIBRARY IDEAS LLC	2,102.50	N
126862	05/15/2018	LINCOLN CHAPTER AGA	130.00	N
126863	05/15/2018	LOU'S SPORTING GOODS	93.80	N
126864	05/15/2018	LOVELAND GRASS PAD	49.35	N
126865	05/15/2018	MALLARD SAND & GRAVEL COMPANY	45.97	N
126866	05/15/2018	MARTIN MARIETTA AGGREGATES	234.81	N
126867	05/15/2018	MATHESON TRI-GAS INC	175.86	N
126868	05/15/2018	MAX I WALKER UNIFORM RENTAL	605.96	N
126869	05/15/2018	MC CANN PLUMBING SERVICE INC	136.00	N
126870	05/15/2018	MC CUNE, MARK L	1,600.00	N
126871	05/15/2018	MENARDS-RALSTON	56.98	N
126872	05/15/2018	METROPOLITAN UTILITIES DIST.	97.15	N
126873	05/15/2018	MIDWEST TAPE	337.11	N
126874	05/15/2018	MIDWEST TURF & IRRIGATION	64.76	N
126875	05/15/2018	MONARCH OIL INC	444.50	N
126876	05/15/2018	MULHALL'S	415.98	N
126877	05/15/2018	NEBRASKA ENVIRONMENTAL PRODS	409.90	N
126878	05/15/2018	NEBRASKA SOFTBALL ASSN DIST#10	700.00	N
126879	05/15/2018	NICK JEANETTE	245.00	N
126880	05/15/2018	O'REILLY AUTOMOTIVE STORES INC	241.38	N
126881	05/15/2018	OFFICE DEPOT INC	611.94	N
126882	05/15/2018	OMAHA PUBLIC POWER DISTRICT	10,568.64	N
126884	05/15/2018	OMAHA WINNELSON	64.65	N
126885	05/15/2018	OMNI	467.93	N
126886	05/15/2018	ONE CALL CONCEPTS INC	381.54	N
126887	05/15/2018	ORIENTAL TRADING COMPANY	3.98	N
126888	05/15/2018	PAPILLION LA VISTA SCHL DISTR	250.00	N
126889	05/15/2018	PAPILLION SANITATION	980.00	N
126890	05/15/2018	PATTON EQUIPMENT COMPANY, INC.	130.00	N
126891	05/15/2018	PAYLESS OFFICE PRODUCTS INC	292.10	N
126892	05/15/2018	PITNEY BOWES GLOBAL FIN SVCS	526.71	N
126893	05/15/2018	PLUTA, DON	129.00	N
126894	05/15/2018	PRO-PAPILLION RECREATION ORG	1,975.00	N
126895	05/15/2018	RDG PLANNING & DESIGN	557.70	N
126896	05/15/2018	RTC MANUFACTURING, INC	354.15	N
126897	05/15/2018	SARPY COUNTY COURTHOUSE	4,100.03	N
126898	05/15/2018	SCARPA, DAN	129.00	N
126899	05/15/2018	SEFFRON, RANDY	78.00	N
126900	05/15/2018	SEVENER,DUTCH	78.00	N
126901	05/15/2018	SOUTHERN UNIFORM & EQUIPMENT	496.47	N
126902	05/15/2018	STOLLEY, BRIAN	245.00	N
126903	05/15/2018	THORPE'S BODY SHOP	2,936.69	N
126904	05/15/2018	TITLECORE NATIONAL, LLC	225.00	N
126905	05/15/2018	TOSHIBA FINANCIAL SERVICES	138.00	N
126906	05/15/2018	TRACTOR SUPPLY CREDIT PLAN	291.31	N
126907	05/15/2018	TROUT, DONNA L	480.00	N
126908	05/15/2018	TY'S OUTDOOR POWER & SVC INC	64.07	N
126909	05/15/2018	UHE, ROBERT	129.00	N
126910	05/15/2018	ULRICH, BEN	78.00	N
126911	05/15/2018	UNITE PRIVATE NETWORKS LLC	3,850.00	N
126912	05/15/2018	UNITED PARCEL SERVICE	9.39	N
126913	05/15/2018	USBORNE BOOKS & MORE	413.56	N
126914	05/15/2018	UTILITY EQUIPMENT COMPANY	14.66	N
126915	05/15/2018	WAUGH, BRYAN	245.00	N
126916	05/15/2018	WESTLAKE HARDWARE INC NE-022	689.84	N
126917	05/15/2018	WICK'S STERLING TRUCKS INC	7.44	N
126918	05/15/2018	WORLD TRADE PRESS	729.31	N
126919	05/15/2018	ZAC BURT	78.00	N

05/09/2018 04:17 PM

User: mgustafson

DB: La Vista

Check #

ACCOUNTS PAYABLE CHECK REGISTER

Page: 3/3

Check #	Check Date	Vendor Name	Amount	Voided
126920	05/15/2018	ZIMCO SUPPLY COMPANY	7,709.20	N
		TOTAL:	255,414.01	

APPROVED BY COUNCIL MEMBERS ON: 05/15/2018

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 15, 2018 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT – BROOK VALLEY II REPLAT 5 (NE OF 120 TH & PORTAL RD.)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

SYNOPSIS

Resolutions have been prepared for approval of a replat and subdivision agreement for approximately 7.62 acres located northeast of 120th Street and Portal Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to consider applications for a replat and subdivision agreement, submitted by Pipers Plus Company, LLC, for approximately 7.62 acres currently described as Lot 1 Brook Valley II Business Park Replat 2, The N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2. The property is generally located northeast of 120th Street and Portal Road.

The purpose of the requests is to replat the property into a single lot for development. A detailed staff report is attached.

The Planning Commission held a meeting on April 20, 2018, and unanimously recommended approval of the replat contingent on the finalization of a subdivision agreement prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 1 BROOK VALLEY II BUSINESS PARK REPLAT 2 AND THE N 280 OF THE W 80FT OF LOT 2 BROOK VALLEY II BUSINESS PARK REPLAT 2, TO BE REPLATTED AS LOT 1 BROOK VALLEY II BUSINESS PARK REPLAT 5, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lot 1 Brook Valley II Business Park Replat 2 and The N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2, to be replatted as Lot 1 Brook Valley II Business Park Replat 5; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on April 19, 2018, the La Vista Planning Commission held a meeting 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 Lot 1 Brook Valley II Business Park Replat 2 and The N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2, to be replatted as Lot 1 Brook Valley II Business Park Replat 5, a subdivision located in the Northwest Quarter of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northeast of 120th Street and Portal Road, be, and hereby is, approved.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOT 1 BROOK VALLEY II BUSINESS PARK REPLAT 5 SUBDIVISION.

WHEREAS, the City Council did on May 15, 2018, approve the final plat for Lot 1, Brook Valley II Business Park Replat 5 Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, Pipers Plus, LLC, have agreed to execute a Subdivision Agreement satisfactory in form and content to the City.

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the May 15, 2018, City Council meeting for the Brook Valley II Business Park Replat 5 Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council final plat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 15TH DAY OF MAY 15, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PRP-18-0001

For Hearing of:
Report Prepared on:

May 15, 2018
May 7, 2018

I. GENERAL INFORMATION

A. APPLICANT:

Pipers Plus Company LLC
8506 S 117th Street
La Vista, NE 68128

B. PROPERTY OWNER:

Pipers Plus Company LLC
8506 S 117th Street
La Vista, NE 68128

C. LOCATION: Northeast of 120th Street and Portal Road.

D. LEGAL DESCRIPTION: Lot 1 Brook Valley II Business Park Replat 2, The N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2

E. REQUESTED ACTION(S):

- Replat to consolidate two lots into one lot for the purpose of development.

F. EXISTING ZONING AND LAND USE:

- I-2 Heavy Industrial; Vacant

G. PURPOSE OF REQUEST: To allow for the construction of a warehouse for industrial uses and associated parking.

H. SIZE OF SITE: 7.62 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: Both lots are currently vacant with assorted construction materials to be removed at the time of development. The topography of the lots are relatively flat with an increasing downward slope to the northern property line which follows the centerline of a creek.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** C-3 Highway Commercial/Office Park District with the Gateway Corridor District (Overlay District); Vacant.

2. **East:** I-2 Heavy Industrial; Eyman Plumbing, Omnicare, Standard Heating and Air Conditioning.
3. **South:** I-2 Heavy Industrial; Republic National Distributing Company
4. **West:** I-2 Heavy Industrial; The Volleyball Academy

C. RELEVANT CASE HISTORY:

1. A deed split conducted on April 14, 2009 created the lot described as the N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2. Deed splits are not allowed as per the Subdivision Regulations and therefor the lot is not a legal lot of record. The proposed replat will alleviate such issues.

D. APPLICABLE REGULATIONS:

1. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial District
2. Section 3.07 of the Subdivision Regulations – Replats

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan currently designates the lots for industrial uses.

B. OTHER PLANS: Not applicable.

C. TRAFFIC AND ACCESS:

1. The proposed plat designates an access point to Portal Road. An access easement will allow cross access between the subject property and Lot 10 Brook Valley II Business Park (Eyman Plumbing).
2. The proposed use of industrial flex space is intended for permitted uses under the existing heavy industrial zoning and does not create a higher intensity of traffic than originally anticipated with the development of this subdivision. Hence, it was determined that a traffic impact analysis was not necessary for this application.

D. UTILITIES:

1. The property has access to water, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. An acceptable subdivision agreement has been drafted. The agreement includes recognition of tract sewer connection fees and storm water management fees being due on the proposed Lot 1. It would also need to address permission to reconstruct or relocate the existing public storm sewer inlet on Portal Road, and would need to address any shared, private infrastructure such as shared access with Lot 10, Brook Valley II Business Park (Eyman Plumbing).

V. STAFF RECOMMENDATION – REPLAT:

Staff recommends approval of the replat as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:

The Planning Commission held a meeting on April 19, 2018 and unanimously voted to recommend approval of the replat, contingent on the finalization of a subdivision agreement prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

VII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review and Applicant Response Letters
3. Replat Maps
4. Subdivision Agreement

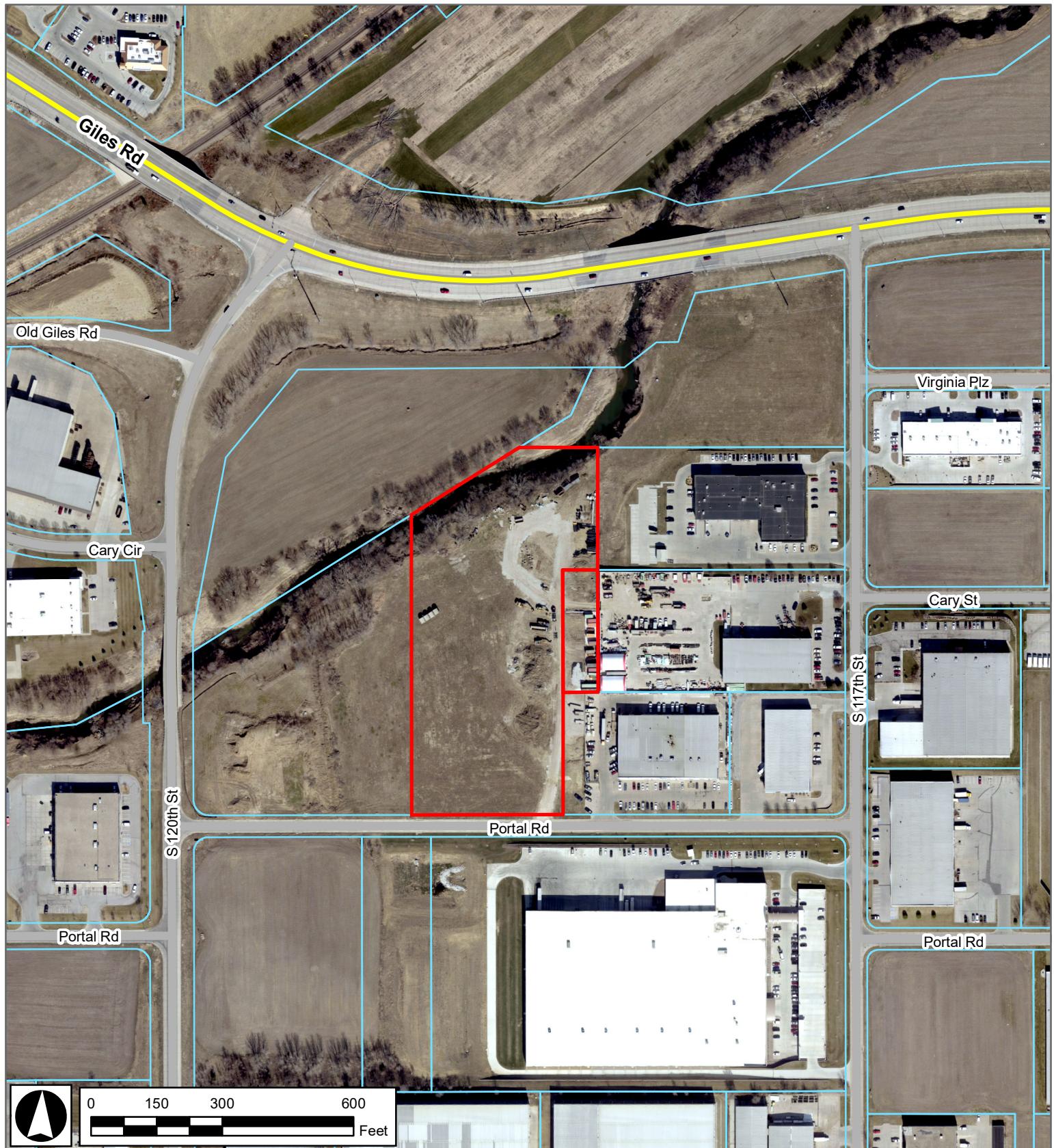
IX. COPIES OF REPORT SENT TO:

1. Tom Eyman, Pipers Plus, LLC
2. Paul Gonzalez, E & A Consulting Group
3. Public Upon Request

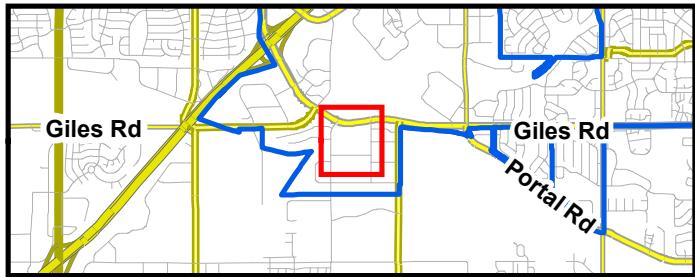
Prepared by

Community Development Director

5-10-18



Project Vicinity Map



**Brook Valley II Business Park
Replat 5**
4/9/2018

JMC





March 19, 2018

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

RE: Brook Valley II Business Park Replat Five
City Engineer Initial Review of Replat Submittal

Chris:

I have reviewed the application materials that I received from you in a transmittal dated March 5, 2018 for the above-referenced project. Based on the requirements for preliminary and final plats in the La Vista Subdivision Regulations, I offer the following comments:

Preliminary Plat:

1. On the Preliminary Plat drawing please add an index listing the other sheets that were submitted that comprise all the preliminary plat information. This would be the Site Utility Plan and the Site Grading Plan.
2. The Site Grading Plan indicates that there will be a vehicular connection to Lot 10, Brook Valley II Business Park. That raises the possibility of Lot 10 and proposed Lot 1 being in different ownerships in the future and potential issues with reciprocal access. There needs to be an easement addressing ingress/egress between these lots which would address rights and responsibilities.
3. Relative to Article 3.03.11, please submit information that makes a preliminary delineation of the jurisdictional wetlands and waterways that exist on the site and information on how they will be avoided or whether work will have to be permitted in such areas.
4. Several items are being addressed through the grading plan review in Permix. These include the floodplain/floodway development permit and the erosion control plan, Articles 3.03.13 and 3.03.16.
5. In regards to Article 3.03.19, I do not find that a traffic impact analysis is necessary. The proposed use of industrial flexspace is a permitted use under the existing zoning and does not create a higher intensity of traffic than originally anticipated with the development of this subdivision for industrial uses.

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

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

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

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

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

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

6. Relative to Article 3.03.20, the drainage and post-construction water quality information has been submitted in Permix and is under review there. The drainage study will need to identify whether any runoff from Lot 10 is anticipated or proposed to be directed onto proposed Lot 1. If so, there will need to be provisions made to accommodate that runoff. The manner in which runoff from Lot 10 is addressed needs to be shown on the existing condition drainage map.

Final Plat:

7. Prior to City Council action an acceptable subdivision agreement will be needed. This would include recognition of tract sewer connection fees and storm water management fees being due on the proposed Lot 1. It would also need to address permission to reconstruct or relocate the existing public storm sewer inlet on Portal Road, and would need to address any shared, private infrastructure such as shared access with Lot 10, Brook Valley II Business Park (see comment #2 above).

I recommend that you send a copy to the Sarpy County Surveyor after Planning Commission approval.

Please feel free to contact me if you have questions about these comments.



John M. Kottmann, P.E.
City Engineer



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

March 26, 2018

Christopher Solberg
Community Development
8116 Park View Blvd.
La Vista, NE 68128

RE: Brook Valley II Business Park Replat Five – Preliminary & Final Plat Application

Dear Mr. Solberg,

The attached resubmittal package is for Brook Valley II Business Park Replat Five, all documents included are listed on the attached transmittal. Below are our responses to the City letter dated March 19th, 2018.

1. *On the Preliminary Plat drawing please add an index listing the other sheets that were submitted that all the preliminary plat information. This would be the Site Utility Plan and the Site Grading Plan.*

Response: The preliminary plat has added a sheet index to the drawing.

2. *The Site Grading Plan indicates that there will be a vehicular connection to Lot 10, Brook Valley II Business Park. That raises the possibility of Lot 10 and the proposed Lot 1 being in different ownerships in the future and potential issues with reciprocal access. There needs to be an easement addressing ingress/egress between these lots which would address right and responsibilities.*

Response: We acknowledge the need to address the ingress/egress concerns between the two lots and we will provide a draft agreement for city staff to review at a later date.

3. *Relative to Article 3.03.11, please submit information that makes a preliminary delineation of the jurisdictional wetlands and waterways that exist on the site and information on how they will be avoided or whether work will have to be permitted in such areas.*

Response: A preliminary wetlands evaluation has been provided for the site.

4. *Several items are being addressed through the grading plan review in Premix. These include the floodplain/floodway development permit and the erosion control plan, Articles 3.03.13 and 3.03.16.*

Response: We acknowledge that several items are being addressed through the Premix process and we will address any concerns or questions when they come back through.

5. *In regards to Article 3.03.19, I do not find that a traffic impact analysis is necessary. The proposed use of industrial flexspace is a permitted use under the existing zoning and does not create a higher intensity of traffic than originally anticipated with the development of this subdivision for industrial uses.*

Response: We acknowledge and agree with the assessment of not having to complete a traffic impact analysis for this project.

6. *Relative to Article 3.03.20, the drainage and post-construction water quality information has been submitted in Permix and is under review there. The drainage study will need to identify whether any runoff from Lot 10 is anticipated or proposed to be directed onto proposed Lot 1. If so, there will need to be provisions made to accommodate that runoff. The manner in which runoff from Lot 10 is addressed needs to be shown on the existing condition drainage map.*

Response: With this submittal we have revised the drainage study to address these concerns.

7. *Prior to City Council action an acceptable subdivision agreement will be needed. This would include recognition of tract sewer connection fees and storm water management fees being due on the proposed Lot 1. It would also need to address permission to reconstruct or relocate the existing public storm sewer inlet on Portal Road, and would need to address any shared, private infrastructure such as shared access with Lot 10, Brook Valley II Business Park (see comment #2 above).*

Response: We acknowledge the need for a subdivision agreement prior to any City Council action and we will provide a draft subdivision agreement for city staff to review at a later date.

If you have any questions regarding the application, please contact me at 402-895-4700.

Sincerely,

A handwritten signature in black ink, appearing to read "JS".

Jeff Stoll
E&A Consulting Group, Inc.



April 5, 2018

Paul Gonzalez
E & A Consulting Group, Inc.
10909 Mill Valley Road, Suite 100
Omaha, NE 68154

RE: Replat Application – 2nd Review
Brook Valley II Business Park Replat 5

Mr. Gonzalez,

We have reviewed the revised documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the replats, the City believes the submittal to be in substantial conformance with the regulations.

In order for the replat to be considered for review at the April 19th Planning Commission meeting, copies of the revised set of documents need to be provided for the Planning Commission packets. Please submit 14 full-size copies of the Preliminary Plat, Stormwater Pollution Prevention Plan, Post Construction Stormwater Management Plan, Site Utility Plan, and the Site Grading Plan by noon on April 11, 2018 to ensure that the application stays on track for review by the Planning Commission.

In addition, please have someone in attendance at the Planning Commission meeting at 7pm on April 19, 2018 to present the replat to the Planning Commission and to be available to answer questions as requested.

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

Thank you,

Christopher Solberg, AICP
City Planner

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Tom Eyman, Pipers Plus Company LLC
File

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

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

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

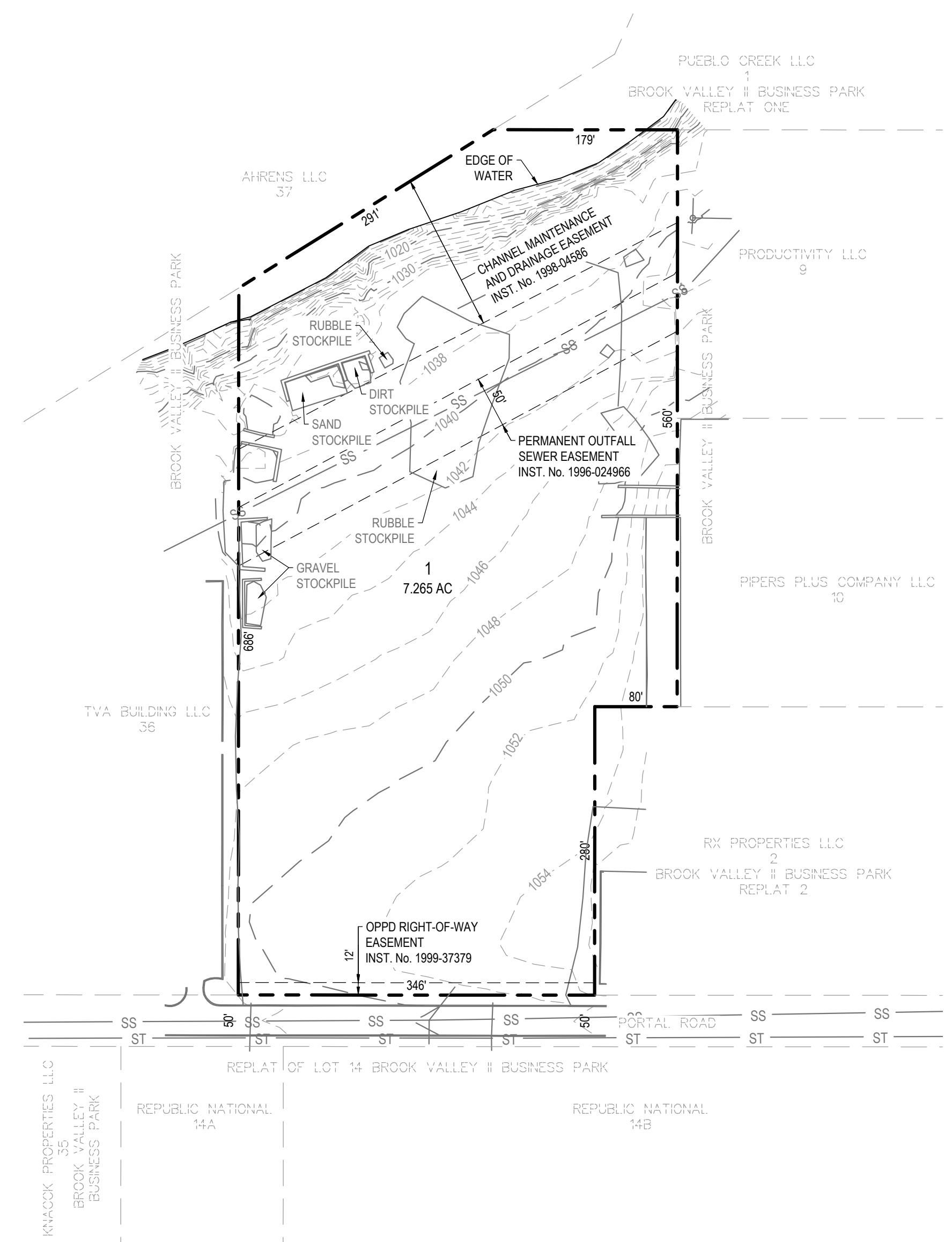
Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

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

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

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

www.cityoflavista.org
info@cityoflavista.org

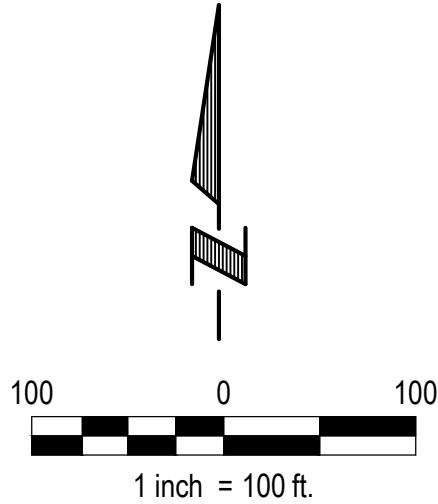


INDEX OF SHEETS

SHEET No.	DESCRIPTION
1	PRELIMINARY PLAT
2	SITE GRADING PLAN
3	SITE UTILITIES EXHIBIT
4	POST CONSTRUCTION STORM WATER MANAGEMENT PLAN
5	STORMWATER POLLUTION PREVENTION PLAN

LEGEND

- - - - - BOUNDARY LINE
- - - - - EASEMENTS
- - 1120 - - EXIST. MAJOR CONTOURS
- - 1122 - - EXIST. MINOR CONTOURS
- ST — EXIST. STORM SEWER
- SS — EXIST. SANITARY SEWER



LEGAL DESCRIPTION

BEING A REPLATTING OF LOT 1, AND PART OF LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF THE NW1/4 OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS 316,459 SQUARE FEET OR 7.265 ACRES, MORE OR LESS.

DEVELOPER / OWNER

PIPER PLUS COMPANY LLC
8506 S 117TH STREET
LA VISTA, NE 68128

ZONING:

EXISTING I-2
PROPOSED: I-2, LOT 1

NOTES:

1. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED ON FINAL PLAT.

Proj No:		Revisions		
Date:		No	Date	Description
Designed By:	JRS	1	03/26/18	UPDATED PER CITY COMMENTS
Drawn By:	BJH			
Scale:	1" = 100'			
Sheet:	1 of 5			

PRELIMINARY PLAT

**BROOK VALLEY II BUSINESS PARK
REPLAT FIVE
LOT 1
LA VISTA, NEBRASKA**



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eaca.com

GENERAL GRADING NOTES

GENERAL

1. The contractor shall have complete responsibility for damage caused by blowing dust from his construction activities.
2. Topsoil and vegetation shall be stripped to a depth of 6" in areas to be graded; however, areas of both deeper and shallower stripping could be encountered.
3. Topsoil obtained from stripping operations shall be stockpiled in an approved location and re-spread on areas finish graded to receive topsoil.
4. Rubble and waste materials from site clearing and demolition shall be removed from the site and lawfully disposed, salvaged, or recycled. Where fence posts are removed, their concrete bases shall be excavated and completely removed. Waste materials shall not be buried on site.
5. Existing fill soils within proposed building footprints including a 5 foot offset of the proposed building footprint shall be excavated a minimum depth of 12 inches, backfilled and compacted as structural fill.
6. All fill and backfill shall be low plasticity, cohesive soil that are free of organic material or debris. Structural fill materials shall have a liquid limit less than 45 and a plasticity index less than 20. Excavated moderately plastic site soils will generally be suitable for use as structural fill in the building area at depths of a least 1' below the floor slab subgrade elevation. Pavements shall be underlain by at least 8" of structural fill.
7. Fill compaction requirements:
 - 7.1. Finished pavement subgrade.
 - 7.1.1. Areas to receive fill shall be scarified to a minimum depth of 8". Fill shall be placed in lifts not to exceed 8" in loose thickness, 4" to 6" in loose thickness when hand-guided equipment is used. Structural fill shall be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -1 and +3% of optimum. geotechnical engineer shall observe and test bearing soils exposed in all foundation excavations.
 - 7.2. All other locations
 - 7.2.1. Areas to receive fill shall be scarified to a minimum depth of 8". Fill shall be placed in lifts not to exceed 8" in loose thickness, 4" to 6" in loose thickness when hand-guided equipment is used. structural fill shall be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -1 and +3% of optimum.
8. PCC pavements: Prepare subgrade below pavements prior to paving operations by scarifying and compacting upper 8" a minimum of 98% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -1 and +3% of optimum. subgrade preparation shall extend a minimum of 2 feet beyond the back of curb.
9. For sidewalks, the upper 8" of subgrade shall be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -1 and +3% of optimum. Sidewalk subgrades shall extend at least 6" laterally beyond the edge of the new sidewalk.
10. Backfill soils around foundations, basement walls and retaining walls shall be compacted to a minimum of 95% of the maximum dry density ASTM D-698, Standard Proctor) at a moisture content between -1% and +3% of optimum.
11. Backfill soils in utility trenches shall be compacted to a minimum of 95% of the maximum dry density at a moisture content between -1% and +3% of optimum (ASTM D-698, Standard Proctor). Lift thickness shall be appropriately matched to the equipment used. Granular backfill shall not be used in exterior trenches. Backfill placed within a zone of subgrade preparation shall be compacted to the requirements of the subgrade for the full depth of the backfill. A "trench plug" shall be constructed to a distance 5 feet from face of building exteriors. The plug material shall consist of cementitious flowable fill or lean clay that extends at least 5 feet of from the face of the building. The clay fill should be placed to completely surround the utility line and compacted as described above.
12. Imported material, if required, shall be free of organic matter and debris, and shall be a clean, inorganic silt or lean clay with a liquid limit less than 45 and a plasticity index less than 20. Borrow material shall not contain any foreign material with a dimension greater than 3".
13. Any excess material shall be disposed of off-site at a location determined by the contractor.
14. Unless noted, all spot elevations shown are top of curb (TC), top of slab (P) or finished grade (G).
15. The subgrade of the floor slab shall be reworked and compacted as structural fill prior to concrete placement. Upper 8 inches shall be compacted to a minimum of 98% of the maximum dry density as a moisture content between -1% and +3% of optimum (ASTM D698, Standard Proctor). 12 inches of imported, low-plasticity cohesive fill shall be placed as an aggregate base on top of the structural fill. Floor slab shall be rough graded and proof rolled prior to fine grading and placing aggregate base.
16. If unstable soils are encountered in the bottom of shallow foundations or subgrade areas, implement over excavation and structural backfill.
17. Exposed project site soils shall be stabilized as shown in the sediment and erosion control plan and landscaping plan.
18. The recommendations of the Geotechnical Engineering Report shall control in all instances where subgrade preparation, backfill and compaction are concerned. Please refer reference Terracon's "Geotechnical Engineering Report Eyman Plumbing, Omaha, Nebraska" dated November 3, 2017. Terracon Project Number 05175036.
19. A surcharge or preload shall be placed in accordance with the Geotech report and the Surcharge Plan. See Surcharge Sheet for details.

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Nebraska 811

know what's below.
Call before you dig.

811

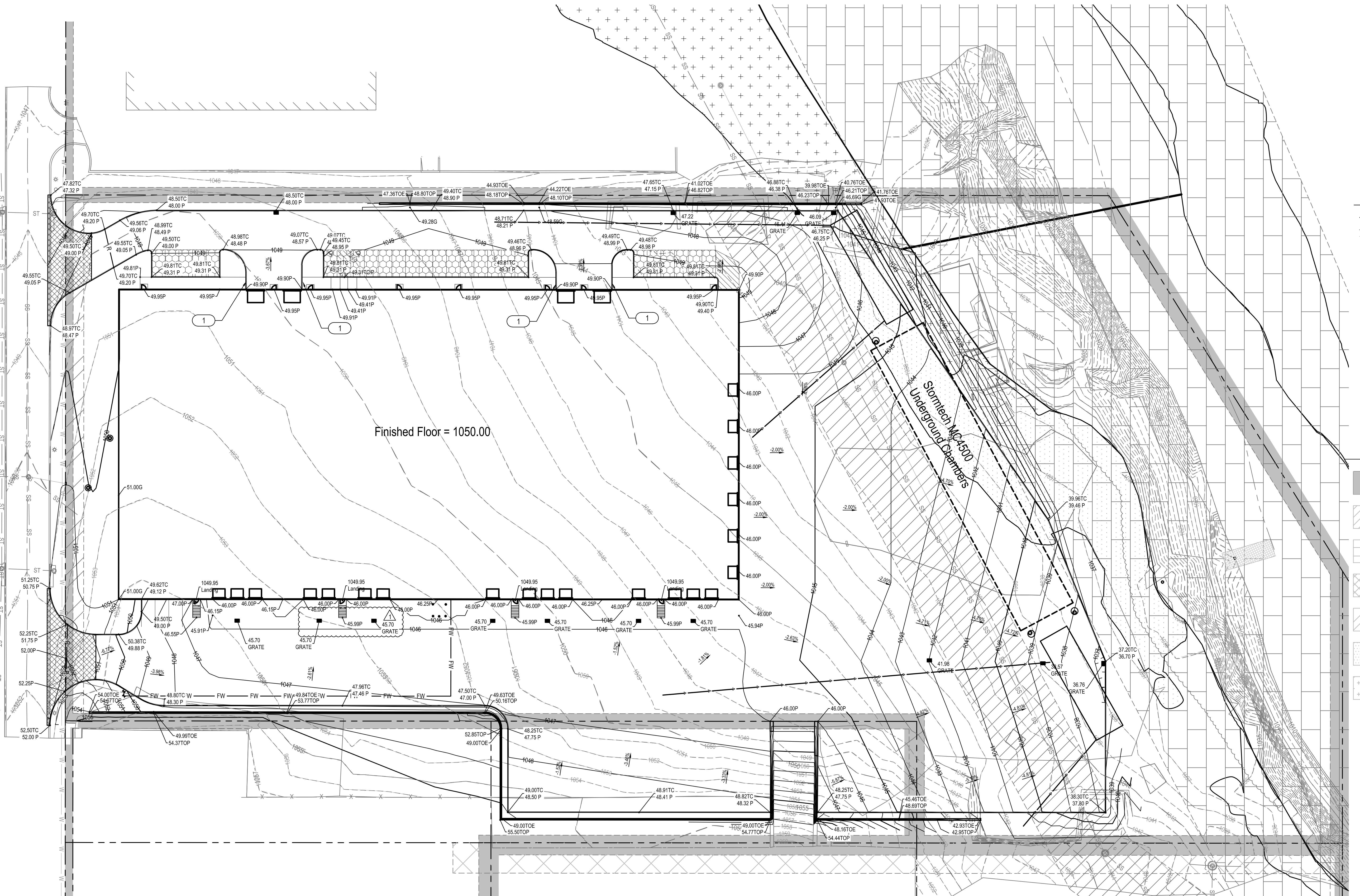
E & A CONSULTING GROUP, INC

Engineering • Planning • Environmental & Field Services

• 10

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www.eaco.com

www.cambridge.org



**BROOK VALLEY II
BUSINESS PARK REPLAT 5
11850 PORTAL RD
LAVISTA, NEBRASKA**

CONSULTING GRO Planning • Environmental & F

• Engineering & Account

The logo for Coa & A Consulting Group, Inc. It features the word "Coa" in a bold, italicized, lowercase font inside a thick, rounded rectangular frame. A small, solid circle with a horizontal crossbar is positioned at the top center of the frame. To the right of the frame, the words "& A CONSULTING GROUP, INC." are written vertically in a smaller, all-caps font.

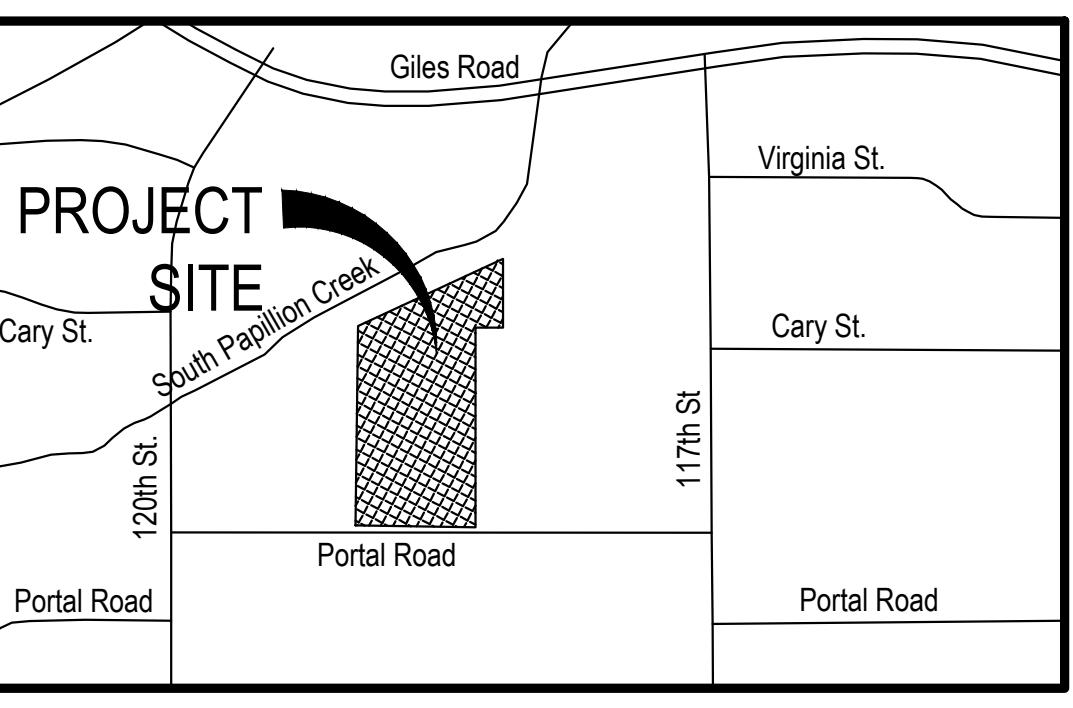
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OK VALLEY II
655 PARK REPLAT 5
11850 PORTAL RD
AVISTA, NEBRASKA

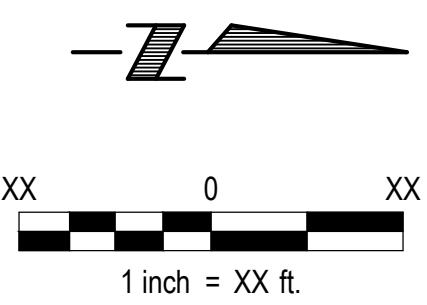
BRCA1 BUSINESS

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Date:	11/30/2017	Date:		Description
Designed By:	PJB		27/2018	Stormwater Utilities
Drawn By:	DAS / BJW			



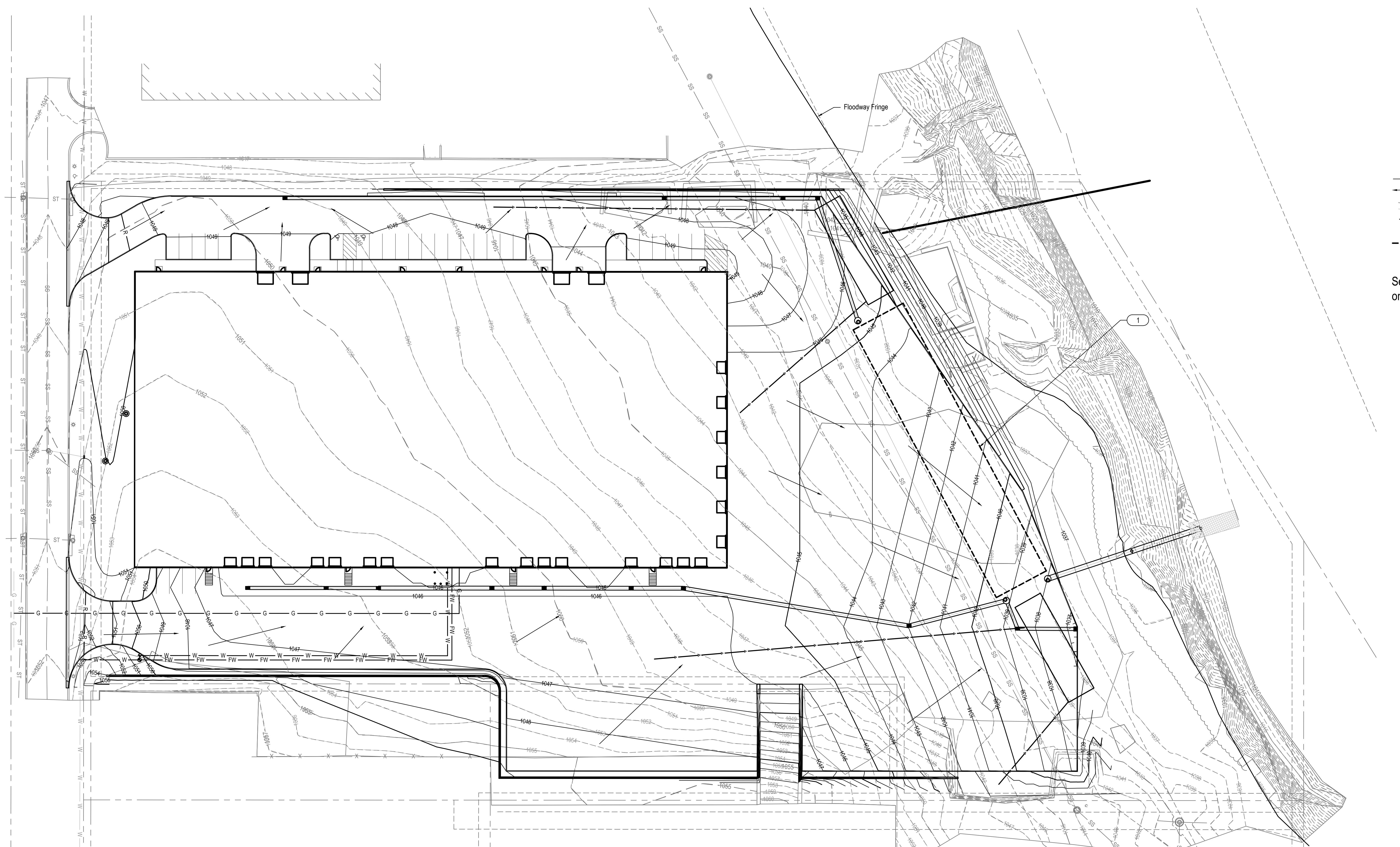
VICINITY MAP



GEND

- Surface Flow Direction
- Existing Contours
- Proposed Contours
- Stormwater BMP Outline

See Stormtech MC4500 Details on Sheet 10



BMP TABLE		
BMP ID	DESCRIPTION	LOCATION
1	Stormtech MC4500 Underground Chambers	41.174881°, -96.097887°

BENCHMARK:

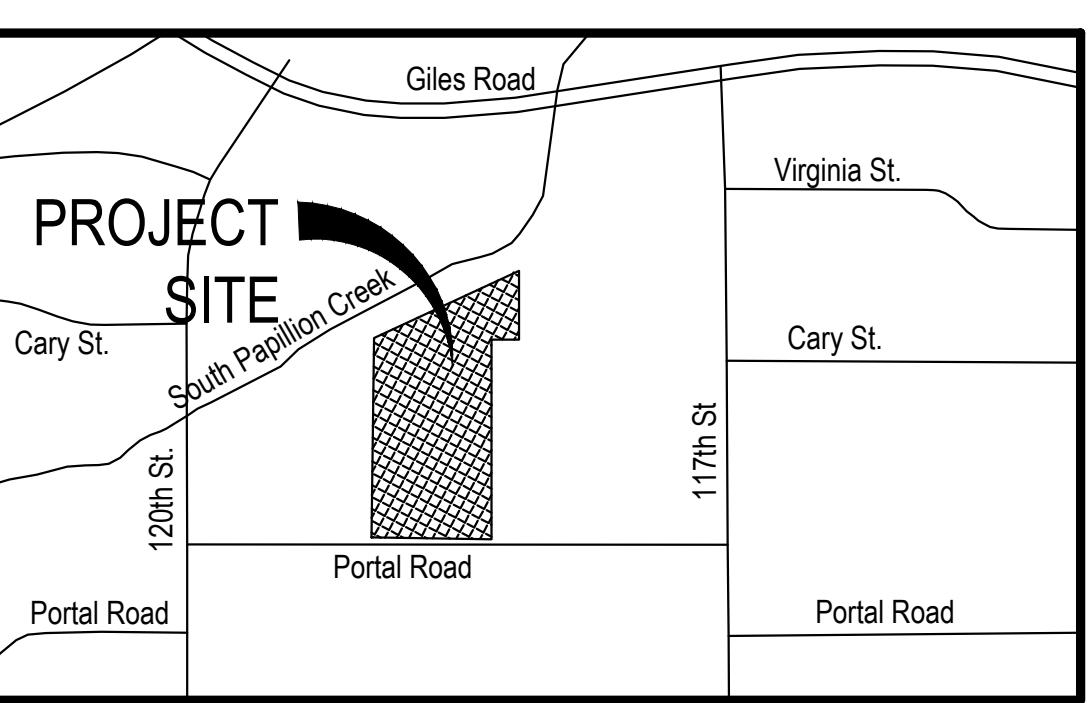
BENCHMARK #1: NORTH RIM SANITARY MANHOLE, 3RD SANITARY MANHOLE EAST OF 120TH ST, APPROXIMATE CENTERLINE OF PORTAL ROAD.

ELEV: 1

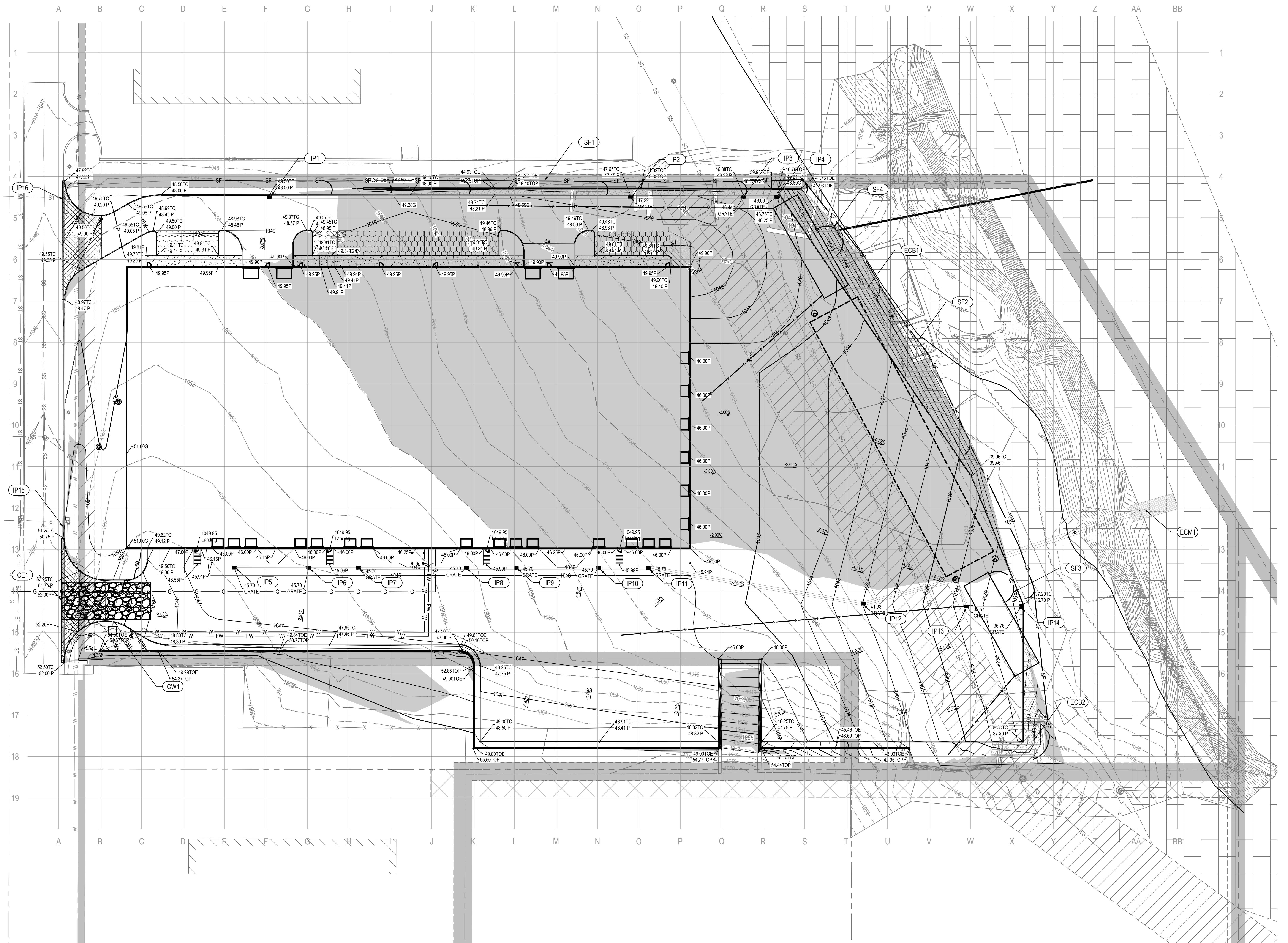
BENCHMARK #2: NORTH RIM SANITARY SANITARY MANHOLE LOCATED NEAR
NORTHEAST CORNER OF PROPERTY

ELEV: 1045.23'

AV-20171211-4254-P



VICINITY MAP



E SEDIMENT & EROSION CONTROL REFERENCE NOTES

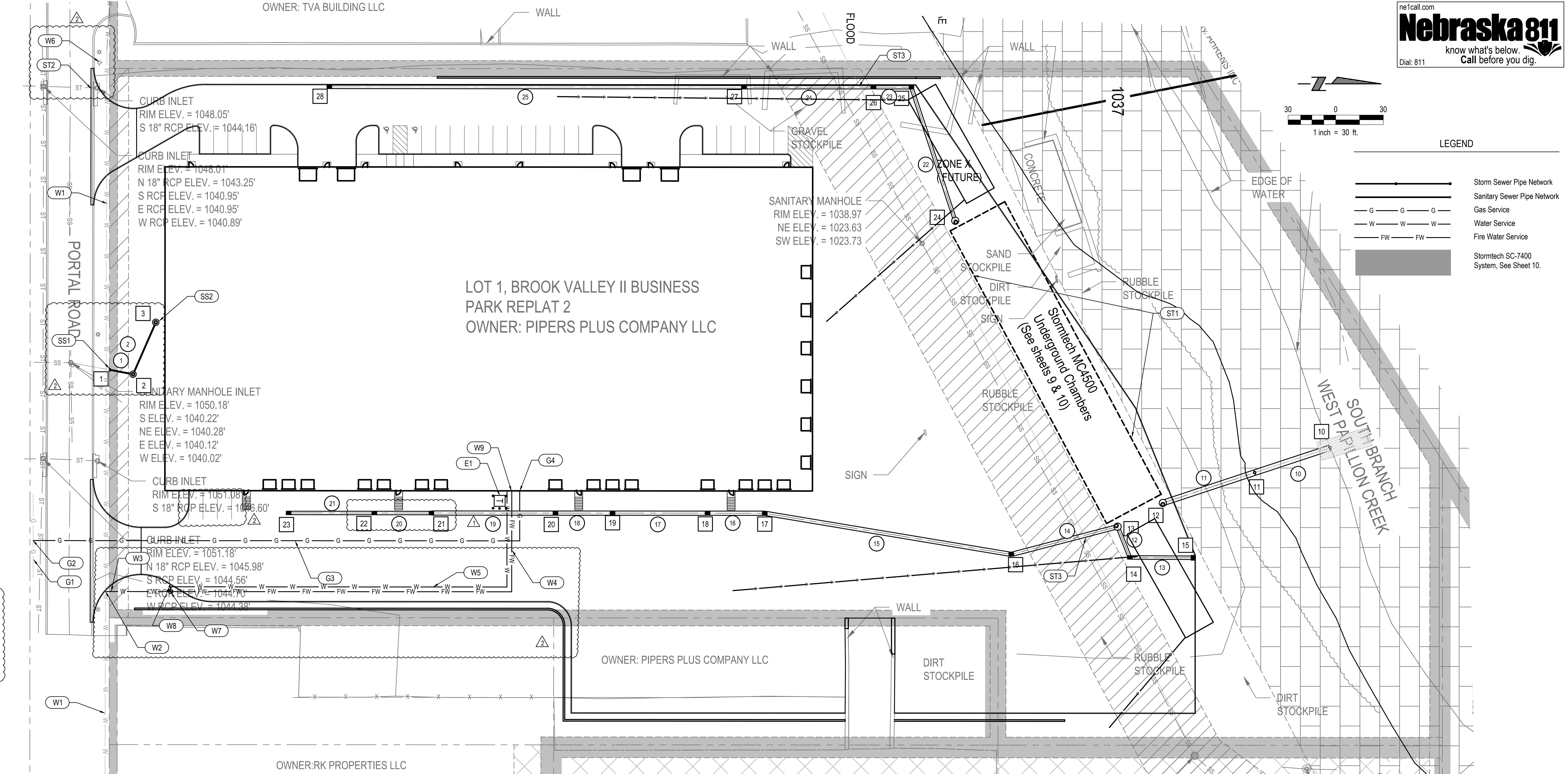
- CW1 Furnish and Install Concrete Washout Area. Use Outpak Washout or Engineer Approved Equal. See Detail on This Sheet.
- CE1 Construction Entrance
- SF1 Install Silt Fence in 100' Sections (max. length) with J-Hook Ends
- SF2 Install Silt Fence in 100' Sections (max. length) with J-Hook Ends
- SF3 Install Silt Fence in 100' Sections (max. length) with J-Hook Ends
- SF4 Install Silt Fence in 100' Sections (max. length) with J-Hook Ends
- IP1 Furnish and Install Inlet Protection.*
- IP2 Furnish and Install Inlet Protection.*
- IP3 Furnish and Install Inlet Protection.*
- IP4 Furnish and Install Inlet Protection.*
- IP5 Furnish and Install Inlet Protection.*
- IP6 Furnish and Install Inlet Protection.*
- IP7 Furnish and Install Inlet Protection.*
- IP8 Furnish and Install Inlet Protection.*
- IP9 Furnish and Install Inlet Protection.*
- IP10 Furnish and Install Inlet Protection.*
- IP11 Furnish and Install Inlet Protection.*
- IP12 Furnish and Install Inlet Protection.*
- IP13 Furnish and Install Inlet Protection.*
- IP14 Furnish and Install Inlet Protection.*
- IP15 Furnish and Install Inlet Protection.*
- IP16 Furnish and Install Inlet Protection.*
- ST1 Construct Temporary Sediment Trap per Omaha Regional Stormwater Design Manual Section 9.5.14
- ST2 Construct Temporary Sediment Trap per Omaha Regional Stormwater Design Manual Section 9.5.14
- D1 Diversion
- D2 Diversion
- D3 Diversion
- D4 Diversion
- ECM1 Erosion Control Mat
- ECB1 Erosion Control Blanket
- ECB2 Erosion Control Blanket

*Install Area Inlet Protection on Additional Inlets as Necessary.



Engineering Answers

<input type="checkbox"/> CONSTRUCT STORM SEWER STRUCTURE	
NO.	DESCRIPTION
10	End of Pipe Invert +/- 2' Above Normal Water Elevation, Rim = 1022.40 FL (30" In) = 1018.57
11	Construct Vertical Bend See detail on this sheet, Rim = 1023.07 FL (30" In) = 1019.57 FL (30" Out) = 1019.57
12	54" City of Omaha Storm Sewer MH See detail on Sheet 10 for continuation to Stormtech Chamber System, Rim = 1037.99 FL (30" In) = 1030.30
13	30" ADS Nyloplast Drain Basin See detail on Sheet 10 for continuation to Stormtech Chamber System, Rim = 1039.12 FL (18" In) = 1030.00 FL (24" In) = 1030.00
14	18" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1038.57 FL (18" In) = 1030.42 FL (18" Out) = 1030.42
15	18" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1036.76 FL (18" Out) = 1031.21
16	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1041.98 FL (24" Out) = 1033.78 FL (24" In) = 1033.78
17	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (24" In) = 1038.50 FL (24" Out) = 1038.50
18	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (24" In) = 1038.68 FL (24" Out) = 1038.68
19	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (24" In) = 1038.98 FL (24" Out) = 1038.98
20	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (24" In) = 1039.16 FL (24" Out) = 1039.16
21	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (24" In) = 1040.05 FL (24" Out) = 1039.55
22	18" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (18" In) = 1040.23 FL (18" Out) = 1040.23
23	18" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (18" Out) = 1040.50
24	30" ADS Nyloplast Drain Basin See detail on Sheet 10 for continuation to Stormtech Chamber System, Rim = 1045.43 FL (18" In) = 1030.00
25	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1046.09 FL (18" In) = 1038.06 FL (18" Out) = 1038.06
26	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1046.44 FL (18" In) = 1040.34 FL (18" Out) = 1040.34
27	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1047.22 FL (18" Out) = 1041.32 FL (18" In) = 1041.32
28	City of Omaha Grate Top Inlets, Rim = 1048.04 FL (18" Out) = 1042.62



<input type="checkbox"/> CONSTRUCT STORM SEWER PIPE						
ID	Start Structure	End Structure	Dia.	Length	Slope	Remarks
10	11	10	30"	50.00	2.00%	See detail. Aluminized Type 2 CMP, Gauge 14
11	12	11	30"	60.95	16.95%	See detail. Aluminized Type 2 CMP, Gauge 14
12	14	13	18"	20.84	2.00%	
13	15	14	18"	39.72	2.00%	
14	16	13	24"	69.24	5.46%	
15	17	16	24"	157.45	3.00%	
16	18	17	24"	36.00	0.50%	
17	19	18	24"	59.90	0.50%	
18	20	19	24"	36.00	0.50%	
19	21	20	24"	78.10	0.50%	
20	22	21	18"	36.00	0.50%	
21	23	22	18"	54.00	0.50%	
22	25	24	18"	88.57	9.10%	
23	26	25	18"	23.87	9.53%	
24	27	26	18"	81.66	1.20%	
25	28	27	18"	261.18	0.50%	

Install all storm drain pipe in accordance with manufacturers recommendations.

<input type="checkbox"/> CONSTRUCT SANITARY SEWER MANHOLE					
NO.	DESCRIPTION				
1	E&A San Sewer Collar Rim = 1051.00 FL (6" In) = 1042.00				
2	City of Omaha Sanitary MH Rim = 1050.08 FL (6" In) = 1043.29 FL (6" Out) = 1043.29				
3	City of Omaha Sanitary MH Rim = 1050.18 FL (6" In) = 1044.24 FL (6" Out) = 1044.40 +/-				

SS SANITARY SEWER REFERENCE NOTES

SS1 Utilize existing stub is possible. Full pavement panel removal and replacement is required if stub is not useable. Pavement shall be 9" min. with drilled and grouted tie bars at 30" O.C. At lease one lane of traffic shall be maintained. Barriaging shall comply with MUTCD Standards and City of Omaha Barriaging Manual.

SS2 Sanitary sewer service line from building shall connect to sanitary sewer manhole 3. See Mechanical / Plumbing plans for continuation.

ST STORM SEWER REFERENCE NOTES

ST1 Stormtech MC4500 Underground Chambers. See Sheet 10 for details.

ST2 Convert existing curb inlet to "Saddle Creek" type inlet.

ST3 Contractor shall field verify exact horizontal and vertical location of sanitary sewer trunk. Maintain minimum vertical clearance between storm and sanitary pipes.

G GAS REFERENCE NOTES

G1 Assumed existing gas line location. Field verify exact location and size of main.

G2 Tap existing gas line. Coordinate tap with local gas utility.

G3 Construct 340 LF of 1.5" gas line.

G4 See Mechanical/Plumbing plans for continuation.

W WATER REFERENCE NOTES

W1 Existing water line. Contractor shall field verify location and size of main.

W2 Tap existing water line. Coordinate tap with local water utility.

W3 Furnish and install valve, valve box, and cover.

W4 Construct 8" fire water line.

W5 Construct 2" domestic water service line

W6 Existing fire hydrant

W7 Construct PIV

W8 Construct Domestic Service Line Shutoff Valve

W9 See Mechanical/Plumbing plans for continuation.

E ELECTRICAL REFERENCE NOTES

E1 Transformer Location. Coordinate with Electrical Plans and OPPD.

GENERAL WATER NOTES:

1. THE WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS, RULES AND REGULATIONS OF THE MUD AND THE SPECIAL AND TECHNICAL PROVISIONS AND THESE PLANS FOR THE REFERENCED PROJECT.

2. WATER MAINS AND SERVICE LINES SHALL HAVE A MINIMUM COVER OF FIVE FEET AND SHALL BE INSTALLED IN ACCORDANCE WITH THE WATER RULES AND REGULATIONS OF THE MUD.

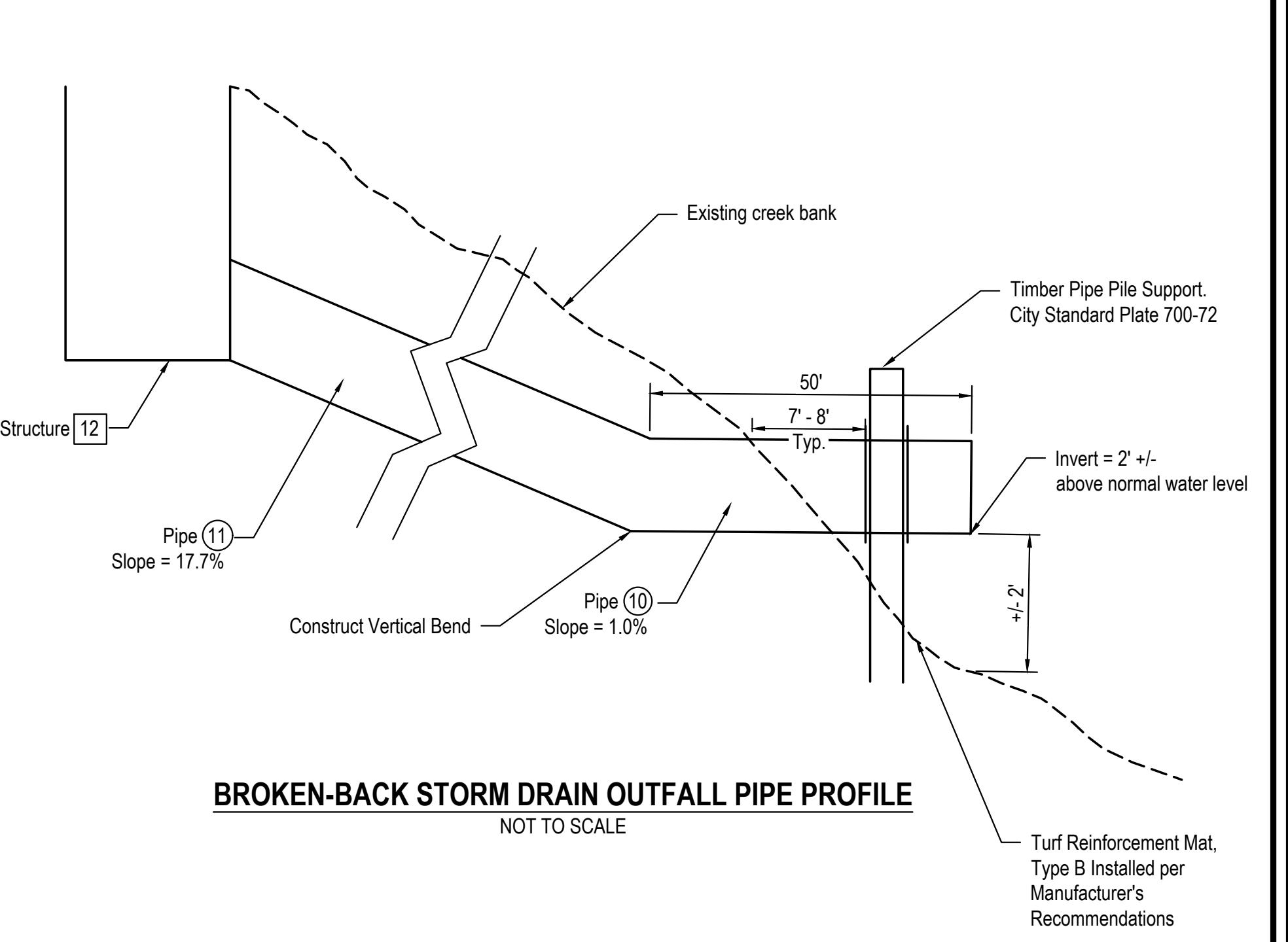
3. THE HORIZONTAL DISTANCE BETWEEN THE SEWER AND WATER LINES SHALL BE 10 FEET MIN. AND THE VERTICAL DISTANCE SHALL BE TWO FEET MIN. THE SANITARY SEWER SHALL BE D.I.P. 10 FEET EACH SIDE OF THE WATER MAIN WHEN THE VERTICAL DISTANCE IS LESS THAN 2 FEET.

4. CONTRACTOR SHALL MAINTAIN ALL VALVES AT CONNECTION POINTS IN THE FULLY CLOSED POSITION UNTIL CHLORINATION TESTING AND APPROVAL OF PROPOSED WATER LINES ARE COMPLETE, EXCEPT THAT SAID VALVES MAY BE OPENED TO FILL LINES FOR USE IN THE CHLORINATION PROCESS.

5. TYPE "K" COPPER WATER SERVICE OF THE SIZES AND QUANTITIES SHOWN, SHALL BE CONSTRUCTED TO ALL BUILDINGS SHOWN OF THIS DEVELOPMENT IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS SHOWN ON THE PLANS. THE CONTRACTOR SHALL RECORD TAP AND VALVE LOCATIONS OF EACH WATER SERVICE INSTALLED AND PROVIDE SUCH RECORDS TO THE OWNER UPON COMPLETION OF CONSTRUCTION.

6. CONTRACTOR SHALL FIELD VERIFY ALL POTENTIAL UTILITY LINE CROSSING CONFLICTS. CONTRACTOR SHALL NOTIFY ENGINEER OF CONFLICTS AND ADJUST HORIZONTAL AND VERTICAL ALIGNMENTS OF PROPOSED UTILITIES ONLY AT THE DIRECTION OF THE ENGINEER.

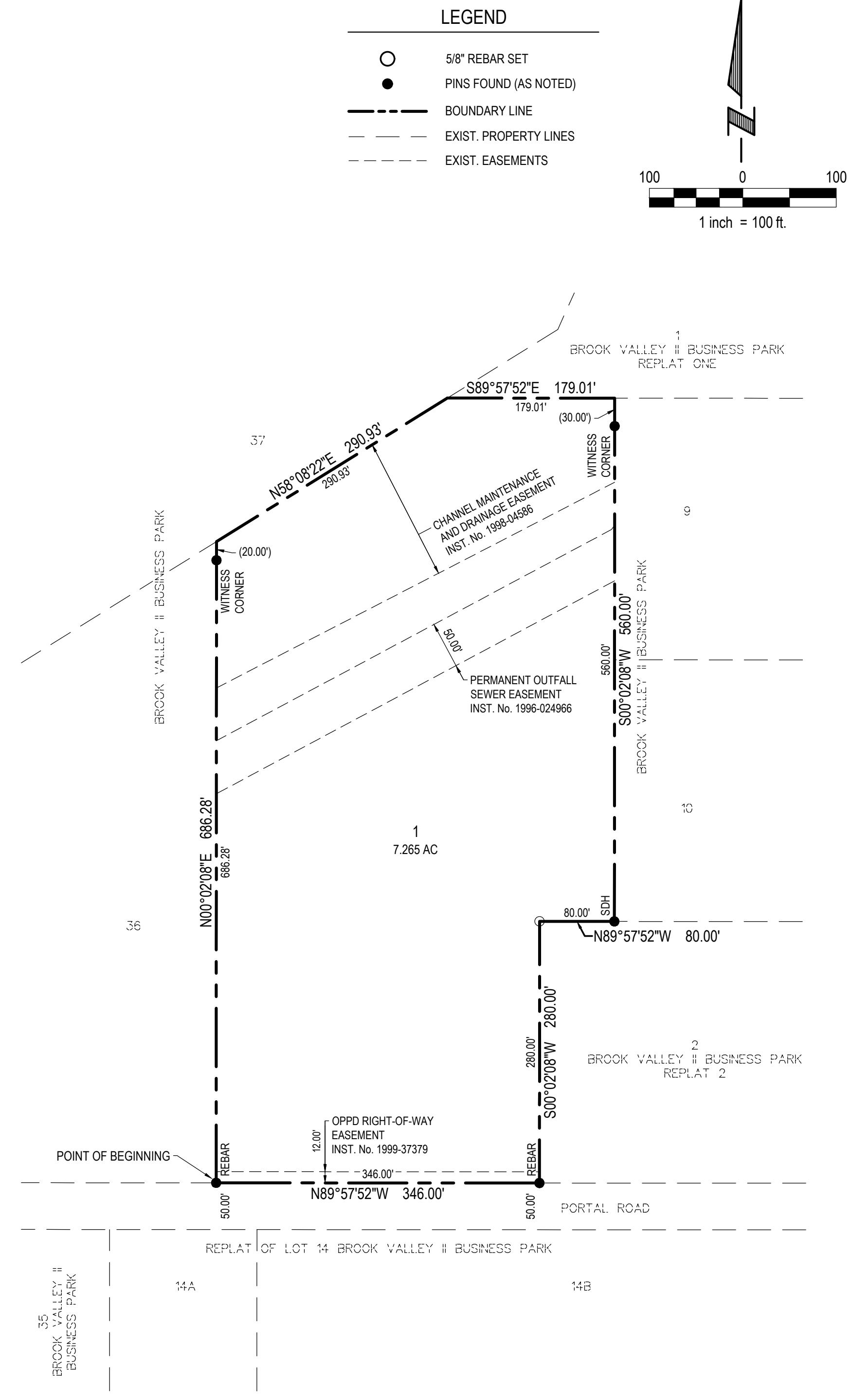
7. REMOVE AND REPLACE FULL PAVEMENT PANELS WHERE NECESSARY TO CONSTRUCT NEW 8" DIAMETER WATER MAIN AND 6" DIAMETER WATER LINE FOR FIRE HYDRANT CONSTRUCTION.



BROOK VALLEY II BUSINESS PARK REPLAT FIVE

LOT 1

BEING A REPLATTING OF LOT 1, AND PART OF LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



LEGEND

- 5/8" REBAR SET
- PINS FOUND (AS NOTED)
- BOUNDARY LINE
- - - EXIST. PROPERTY LINES
- - - EXIST. EASEMENTS

100 0 100
1 inch = 100 ft.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, PIPERS PLUS COMPANY LLC, THE OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BROOK VALLEY II BUSINESS PARK REPLAT 5 (LOT TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

PIPERS PLUS COMPANY LLC

TOM EYMAN, PRESIDENT/CEO

DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME TOM EYMAN, PRESIDENT/CEO OF PIPERS PLUS COMPANY LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID CORPORATION.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF BROOK VALLEY II BUSINESS PARK REPLAT 5 (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 20____.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF BROOK VALLEY II BUSINESS PARK REPLAT 5 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20____.

COUNTY SURVEYOR / ENGINEER

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF WITNESS CORNER PINS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYS ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET (OR HAVE BEEN SET) AT ALL CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS BROOK VALLEY II BUSINESS PARK REPLAT 5 (THE LOTS NUMBERED AS SHOWN) A TRACT OF LAND LOCATED IN ALL OF LOT 1, AND PART OF LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 36, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 20, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF PORTAL ROAD; THENCE N0°02'08"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 36, BROOK VALLEY II BUSINESS PARK, A DISTANCE OF 666.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK, THENCE N0°02'08"E ALONG THE NORTH LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 37, BROOK VALLEY II BUSINESS PARK, A DISTANCE OF 290.93 FEET TO THE SOUTHWEST CORNER OF LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT ONE; THENCE S89°57'52"E ALONG SAID NORTH LINE OF LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT ONE, A DISTANCE OF 179.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 9, SAID BROOK VALLEY II BUSINESS PARK, THENCE S0°02'08"W ALONG THE EAST LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING THE WEST LINE OF LOTS 9 AND 10, SAID BROOK VALLEY II BUSINESS PARK, A DISTANCE OF 560.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 10, BROOK VALLEY II BUSINESS PARK, THENCE N89°57'52"W, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING THE WEST LINE OF SAID LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2; THENCE S0°02'08"W ALONG SAID EAST LINE OF LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING THE SOUTHEAST LINE OF LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A DISTANCE OF 280.00 FEET TO THE SOUTHEAST OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING SAID SOUTHWEST CORNER OF SAID LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING ON SAID NORTHERLY RIGHT-OF-WAY LINE OF PORTAL ROAD; THENCE N89°57'52"W ALONG THE SOUTH LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF PORTAL ROAD, A DISTANCE OF 346.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 316,459 SQUARE FEET OR 7.265 ACRES, MORE OR LESS.

ERIC A. SCHABEN LS-608

DATE

BROOK VALLEY II BUSINESS PARK
REPLAT FIVE
LOT 1
LA VISTA, NEBRASKA

FINAL PLAT
T

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.855.4700 • Fax: 402.855.3599
www.eacg.com

Proj. No.	P2017077-003	Revisions
Date	03/05/2018	△ Date
Designed By:	JRS	Description
Drawn By:	BH	Date
Scale:	1" = 100'	Sheet
Jeff Stoll	1 of 1	

3/2/2018 10:51 AM K:\Projects\2017\077\003\1st\Final Design\FD-001.dwg

SUBDIVISION AGREEMENT
(LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 5)

THIS AGREEMENT, made this 15th day of May, 2018, among Pipers Plus Company, LLC, a Nebraska Limited Liability Company, (hereinafter referred to as "Pipers"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Pipers is the owner of the two properties legally described in Exhibit "A", and both properties set forth within Exhibit "A" constitute the proposed replat attached hereto as Exhibit "B" (hereinafter referred to as the "Lot 1 Replat"); and,

WHEREAS, Pipers will develop and construct a building and other private improvements on the property set forth within the Lot 1 Replat in accordance with the Site Plan attached as Exhibit "C" and related exhibits ("Private Improvements"); and

WHEREAS, Pipers wishes to connect the system of sanitary sewers to be constructed on the property for the benefit of the property set forth in the Lot 1 Replat to the sewer system of the City; and

WHEREAS, this Agreement is entered to provide for infrastructure, improvements and easements for the development of the property set forth in the Lot 1 Replat.

NOW, THEREFORE, IT IS AGREED by Pipers and the City as follows:

1. Replatting. Subject to the terms of this Agreement, all of Lot 1, and part of Lot 2, Brook Valley II Business Park Replat 2, a Subdivision located in the NW1/4 of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, shall be replatted as Lot 1, Brook Valley II Business Park Replat 5, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and more fully legally described as shown on Exhibit "D".

2. Drainage Calculations and Map. Pipers shall provide drainage calculations and a drainage map for of the property set forth in the Lot 1 Replat for review and approval by the City's Engineer which shall demonstrate the necessary requirements to convey major storm sewer events (hundred year flood) over the surface of the property, and shall execute and deliver any required easements, in a form and content satisfactory to the City's Engineer, prior to City execution of the Lot 1 Replat.

3. Storm Water Management Plan: Pipers, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the property set forth in the Lot 1 Replat, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit E." Plans and specifications for such storm water management improvements shall be prepared by Piper's engineer at its sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.
4. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit F" shall be entered into between Pipers and City prior to starting construction of such improvements described in Section 3, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Pipers that the final version of the Maintenance Agreement shall:
 - (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by Pipers at its expense,
 - (B) include provisions to control when post-construction storm water features are to be constructed,
 - (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
 - (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
 - (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the property set forth in the Lot 1 Replat or any part thereof.

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

Total \$51,203.72 (7.265 acres @ \$7,048 per acre)

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

10. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the property set forth in the Lot 1 Replat pursuant to this Agreement, including but not limited to parking and internal street improvements, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed and maintained at private expense and the sole cost and expense of Pipers and any successor or assign of Pipers, and no part thereof shall be the responsibility of or at the expense of the City.
11. Easements. All proposed easements by Pipers, and easements required by the City, as described in this Agreement or set forth in Exhibit "H," for existing, proposed, or relocated public or private or shared improvements or purposes (sewers, utilities, roads, storm water, or other infrastructure or purposes), at the sole cost of Pipers shall be granted by instruments separate from the Lot 1 Replat, in form and content satisfactory to the City Engineer ("Easements"). Release of the Lot 1 Replat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City. Any proposed addition, subtraction, modification, or termination ("Modification") of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the Modification by the Pipers immediately after said approval is provided.
12. Ownership Representation. Pipers, by signing below and the Lot 1 Replat does warrant and represent that it has executed the Lot 1 Replat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the property set forth in the Lot 1 Replat, as well as Lot 10, Brook Valley II ("Lot 10"), at date of execution of this Agreement and at date of recording this Agreement, the Lot 1 Replat, and any Easements benefiting or burdening Lot 1 Replat or Lot 10.
13. Covenants Running With the Land. The final replat and this Agreement and the obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon Pipers, and its successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any of the property set forth in the Lot 1 Replat. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Pipers. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the final replat and this Agreement for recording, Pipers promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the

final replat or this Agreement for recording until City is satisfied that Pipers has concluded (closed), or made arrangements satisfactory to the City to conclude (close), transactions requiring the actual construction of Private Improvements on the property set forth in the Lot 1 Replat. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within 12 months after the date of this Subdivision Agreement, Pipers shall not be entitled, without the written consent of the City and any amendments of this Agreement or the Replat as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Section.

14. Exhibit Summary. The Exhibits proposed by Pipers and E&A Consulting Group for Pipers, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

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

15. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of the property set forth in the Lot 1 Replat and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
16. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.
17. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
18. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.

19. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
20. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
21. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures the day and year first above written.

Pipers Plus Company, LLC, a Nebraska Limited Liability Company,

By: _____
Tom Eyman, Manager

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)
) SS.
)

On this 15th day of May, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Tom Eyman, Manager of Pipers Plus Company, LLC, a Nebraska Limited Liability Company, personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said LLC.

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

Notary Public

ATTEST:

CITY OF LA VISTA

City Clerk

By _____
Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)
) ss.
)

On this 15th day of May, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the Mayor of the City of La Vista and _____, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public

EXHIBIT "A"

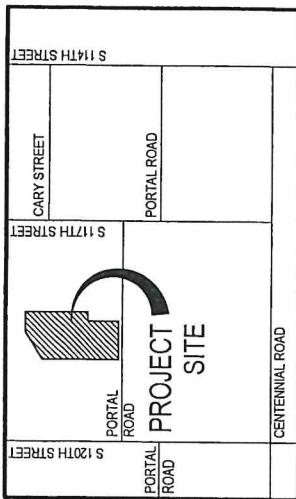
Parcel 1:

Lot 1, in Brook Valley II Business Park Replat 2, an Addition to the City of LaVista, as surveyed, platted and recorded, in Sarpy County, Nebraska.

Parcel 2:

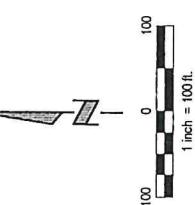
The North 280 feet of the West 80 feet of Lot 2, in Brook Valley II Business Park Replat 2, an Addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.

EXHIBIT "B"



VICINITY MAP

LEGEND



LEGAL DESCRIPTION

BEING A REPLAT OF LOT 1 AND PART OF LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION LOCATED IN PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 20, TOWNSHIP 12, RANGE 12 EAST OF THE 6TH P.M., Seward County, Nebraska.

SAC TRACT OF LAND CONTAINS 316.49 SQUARE FEET OR 7.285 ACRES, MORE OR LESS.

DEVELOPER OWNER:
PIPER PLUS COMPANY LLC
6506 S 11TH STREET
LA VISTA, NE 68128

ZONING:

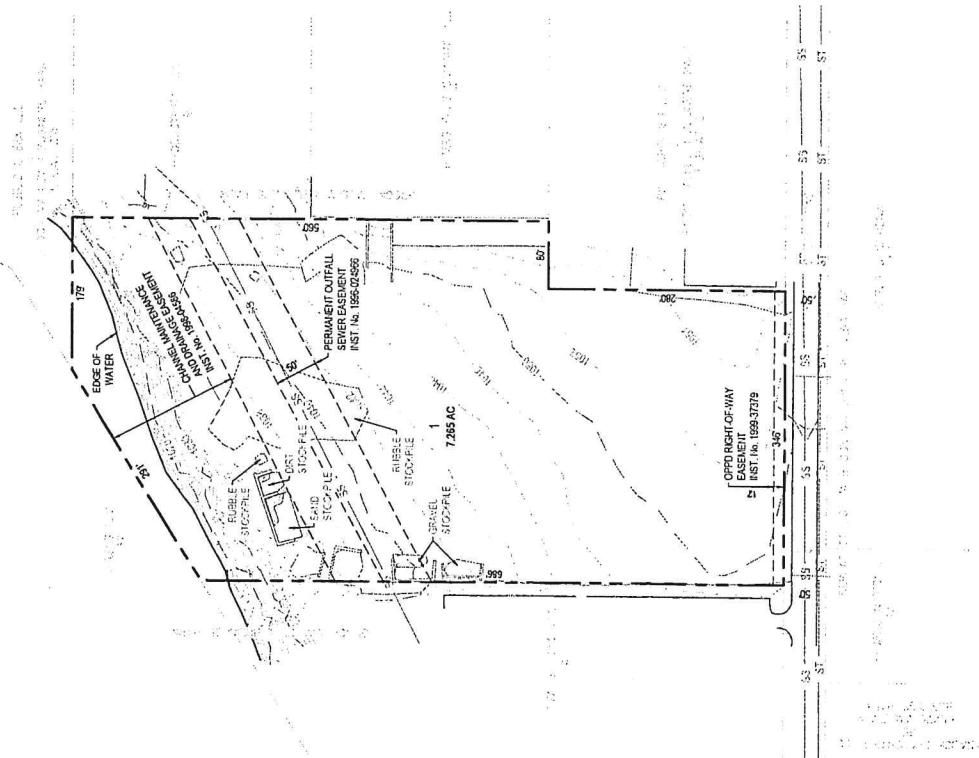
EXISTING: I2
PROPOSED: I2, LOT 1

NOTES:

1. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED ON FINAL PLAT.

INDEX OF SHEETS

SHEET No.	DESCRIPTION
1	PRELIMINARY PLAT
2	SITE GRADING PLAN
3	SITE UTILITIES EXHIBIT
4	POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
5	STORMWATER POLLUTION PREVENTION PLAN



BROOK VALLEY II BUSINESS PARK
REPLAT FIVE
LOT 1
LA VISTA, NEBRASKA

REPLAT FIVE
LOT 1
LA VISTA, NEBRASKA

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



E & A CONSULTING GROUP, INC.
Engineering Answers

16509 16th Street, Suite 100 • Omaha, NE 68154
Phone: 402.855.4700 • Fax: 402.855.3599
www.eacg.com

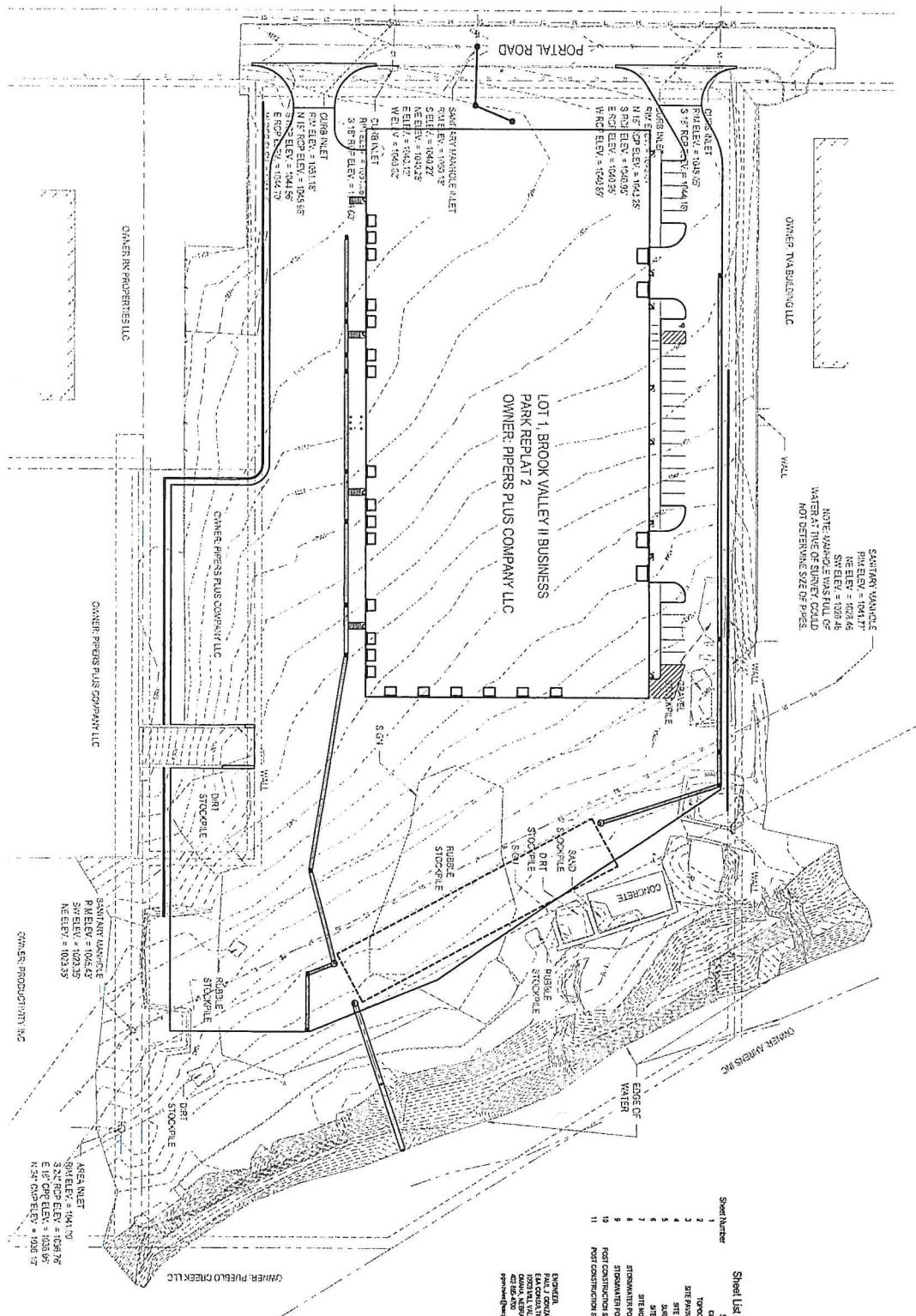
Proj. No.: P2017.077.003	Revisions
Date: 03/26/18	Date
Designed By: JRS	Description
Drawn By: EM	UPDATED FOR CITY COMMENTS
Scale: 1" = 100'	
Sheet: 1 of 5	

EXHIBIT "C"
SITE PLAN



PIPER'S PLUS WAREHOUSE

11850 PORTAL RD
LA VISTA, NEBRASKA



Street Number	Street List Table
1	STREET NAME
2	STREET NUMBER
3	TOPOGRAPHIC SURVEY
4	SITE PLANNING AND ZONING PLAN
5	STRUCTURAL DESIGN
6	BUSINESS PLAN
7	SECURITY PLAN
8	STAFFING AND PERSONNEL
9	STAKEHOLDER RELATION PROGRAM
10	POSTCONSTRUCTION STAKEHOLDER MANAGEMENT PLAN
11	POSTCONSTRUCTION STAKEHOLDER MANAGEMENT PLAN



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10109 Mill Valley Road, Suite 100 Omaha, NE 68154
Phone: 402.895.4700 Fax: 402.895.2579

Permit No.	P2011577-005	Address	
Date	1/20/2011	Date	Description
Designed By	PAB		
Drawn By	DAS-FZD		
Scale	1/4" = 1'		
Sheet	1 of 11		



COVER SHEET

PIPER PLUS WAREHOUSE
11850 PORTAL RD
FAMITA MEXICANA

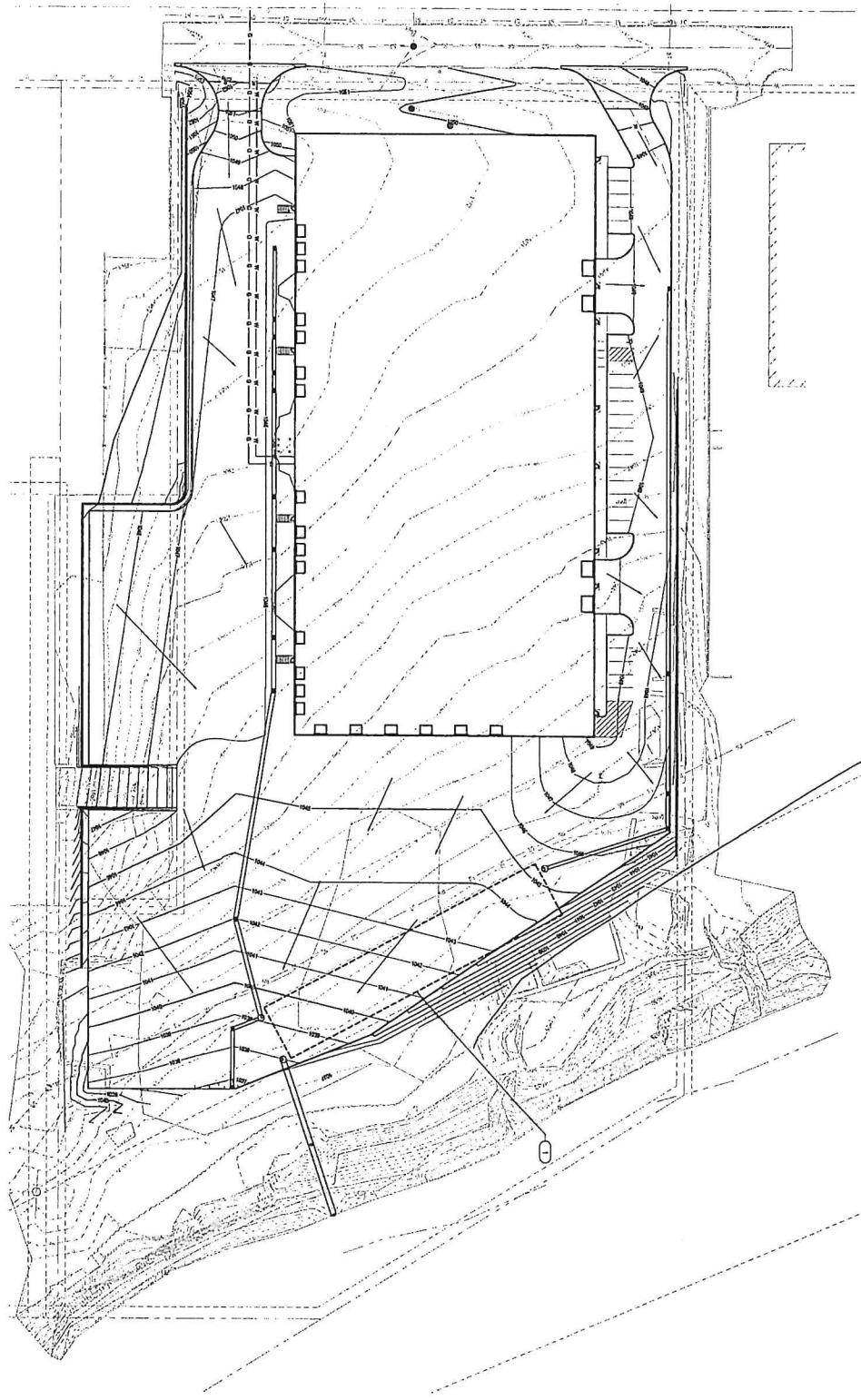
EXHIBIT "D"

(REPLAT LEGAL DESCRIPTION)

Lot 1, Brook Valley II Business Park Replat 5, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, also described as:

A tract of land located in all of Lot 1, and part of Lot 2, Brook Valley II Business Park Replat 2, a subdivision located in the NW1/4 of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, and more particularly described as follows:

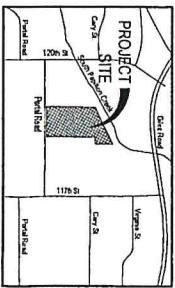
Beginning at the Southwest corner of said Lot 1, Brook Valley II Business Park Replat 2, said point also being the Southeast corner of Lot 36, Brook Valley II Business Park, a Subdivision located in said NW1/4 of Section 20, said point also being on the Northerly Right-of-Way Line of Portal Road; thence N00°02'08"E (Assumed Bearing) along the West line of said Lot 1, Brook Valley II Business Park Replat 2, said line also being the East line of said Lot 36, Brook Valley II Business Park, a distance of 686.28 feet to the Northwest Corner of said Lot 1, Brook Valley II Business Park Replat 2, said point also being the Northeast Corner of said Lot 36, Brook Valley II Business Park, said point also being on the South line of Lot 37, Brook Valley II Business Park; thence N58°08'22"E along the North line of said Lot 1, Brook Valley II Business Park Replat 2, said line also being said South line of said Lot 37, Brook Valley II Business Park, a distance of 290.93 feet to the Southwest corner of Lot 1, Brook Valley II Business Park Replat One; thence S89°57'52"E along said North line of Lot 1, Brook Valley II Business Park Replat 2, said line also being the South line of said Lot 1, Brook Valley II Business Park Replat One, a distance of 179.01 feet to the Northeast corner of said Lot 1, Brook Valley II Business Park Replat 2, said point also being the Northwest corner of Lot 9, said Brook Valley II Business Park; thence S00°02'08"W along the East line of said Lot 1, Brook Valley II Business Park Replat 2, said line also being the West line of Lots 9 And 10, said Brook Valley Business Park, a distance of 560.00 feet to a point on the North line of said Lot 2, Brook Valley II Business Park Replat 2, said point also being the Southwest corner of said Lot 10, Brook Valley II Business Park; thence N89°57'52"W, a distance of 80.00 feet to a point on the East line of said Lot 1, Brook Valley II Business Park Replat 2, said point also being on the West line of said Lot 2, Brook Valley II Business Park Replat 2; thence S00°02'08"W along said East line of Lot 1, Brook Valley II Business Park Replat 2, said line also being said West line of Lot 2, Brook Valley II Business Park Replat 2, a distance of 280.00 feet to the Southeast of said Lot 1, Brook Valley II Business Park Replat 2, said point also being said Southwest corner of said Lot 2, Brook Valley II Business Park Replat 2, said point also being on said Northerly Right-of-Way line of Portal Road; thence N89°57'52"W along the South line of said Lot 1, Brook Valley II Business Park Replat 2, said line also being said Northerly Right-of-Way line of Portal Road, a distance of 346.00 feet to the point of beginning. Said tract of land contains 316,459 square feet or 7.265 acres, more or less.



See Standard Forms Below



VICINITY MAP



Permit No.	22117-077-001	Permit Name	
Date Issued	1/25/2017	Date	Description
Drop-off/Ex.	PA	Date	Description
Driver's Name	DAISY J BROWN		
Driver's ID#	NA		
Start	10:00 AM		
End	10:15 AM		

POST CONSTRUCTION
STORMWATER
MANAGEMENT PLAN

PIPER'S PLUS WAREHOUSE
11850 PORTAL RD
LA VISTA, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10705 18th Valley Road, Suite 109, Omaha, NE 68154
Phone 402.851.6700 Fax 402.851.5999

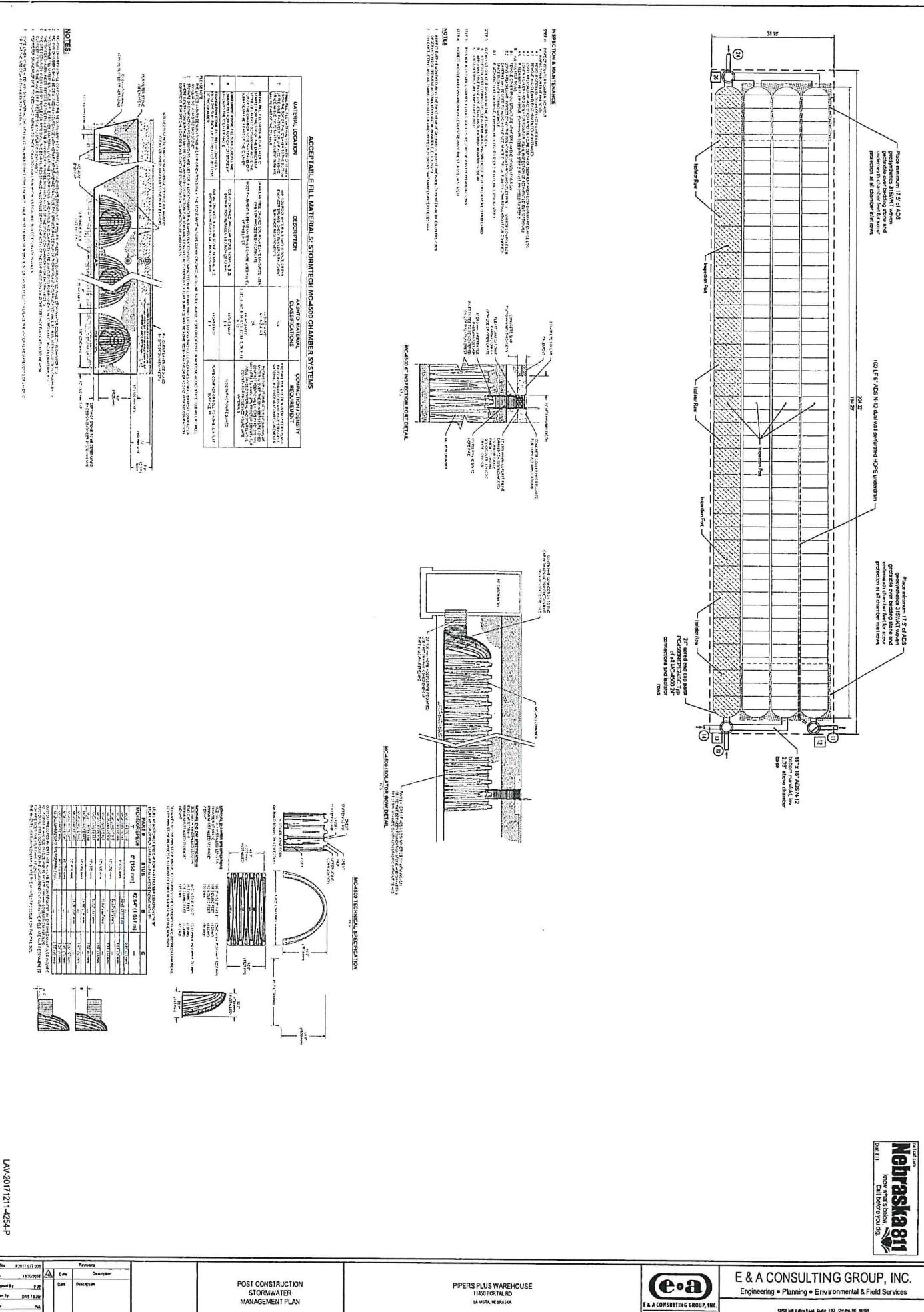


EXHIBIT "F"

**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT AND EASEMENT**

LAV-20171211-4254-P

WHEREAS, Pipers Plus Company, LLC (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at 11850 Portal Road in the zoning jurisdiction of the City of La Vista , Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one or more) is the owner of the property described on Exhibit "A" attached hereto (hereinafter referred to as "the Property"), and,

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

WHEREAS, the Post Construction Stormwater Management Plan, (hereinafter referred to as "PCSMP"), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

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

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

time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.
6. The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.
7. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.
9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
10. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be

binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day of _____, 2018.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Pipers Plus Company, LLC

Name of Individual, Partnership and/or Corporation

Tom Eyman

Name

Manager

Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENT

State of Nebraska

State

)

County of Sarpy

County

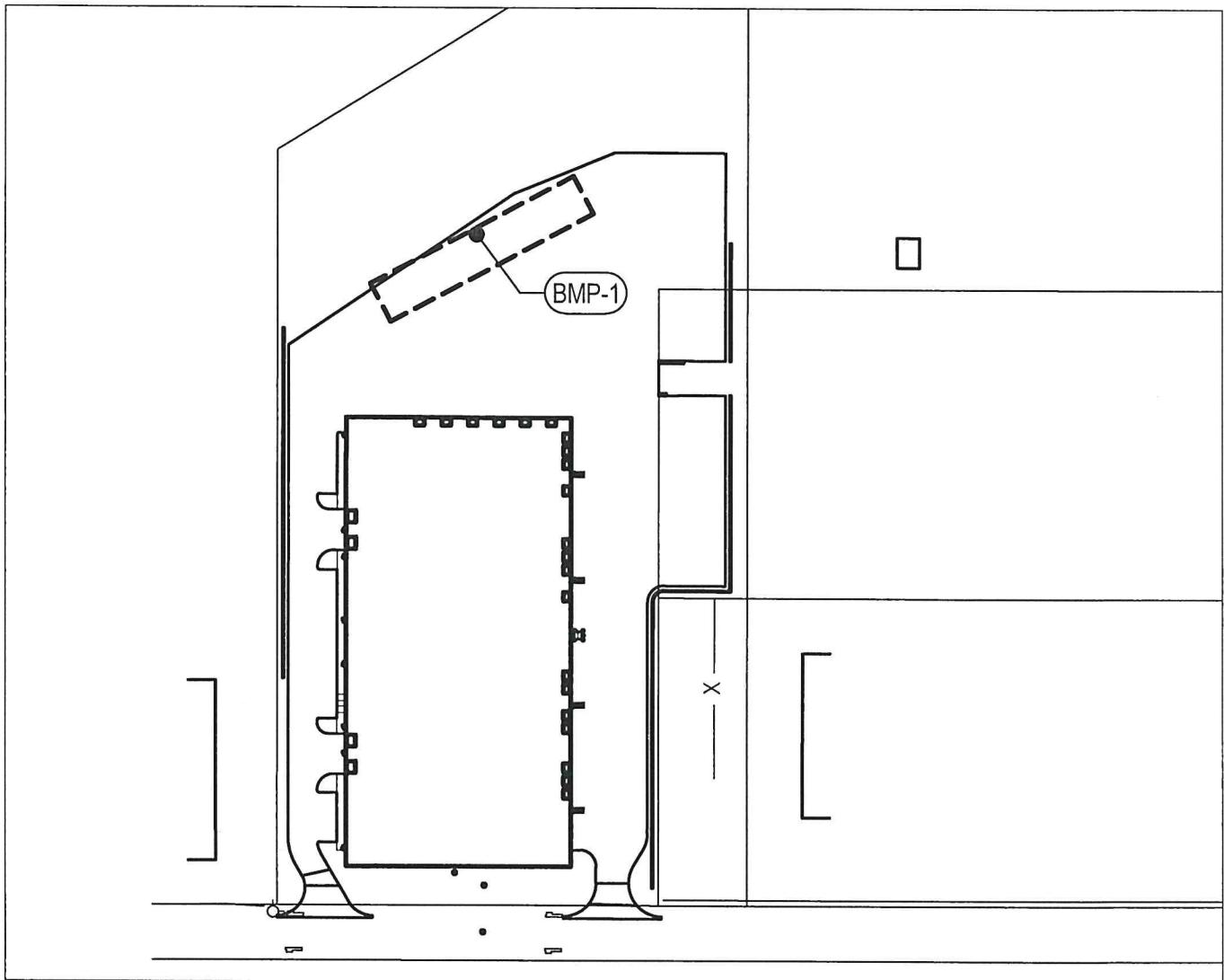
)

On this _____ day of April, 2018 before me, a Notary Public, in and for said County, personally came the above named: Tom Eyman, Manager, who is (are) personally known to me to be the identical person(s) whose name(s) is affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

Notary Public

Notary Seal



X	BMP TABLE	
BMP ID	DESCRIPTION	LOCATION
BMP-1	Stormtech System	41°10'30.5" N, 96°05'51.8" W

*MAINTENANCE REQUIREMENTS SHALL BE PER MANUFACTURER RECOMMENDATIONS.

PHYSICAL ADDRESS:
11850 PORTAL RD

LEGAL DESCRIPTION:
LOT 1 BROOK VALLEY
BUSINESS PARK REPLAT 2

150 0 150
1 inch = 150 ft.



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road Suite 100 Omaha, NE 68154 Phone: 402.895.4700 Fax: 402.895.3599

Job No: P2017.77.001

Date: 12/7/2017

Drawn by: DAS

Scale: 1" = 150'

Sht: 1 of 1

PIPERS PLUS WAREHOUSE

BMP MAP

LA VISTA, NEBRASKA

Exhibit B

Name and Location:

Project Name: Pipers Plus Warehous
Address: 11850 Portal Road
PCWP Project Number: LAV-20171211-4254-P
PWD Grading Permit #: LAV-20171211-4254-GP1

Site Data

Total Site Area: 7.26 Acres
Total Disturbed Area: 5.7 Acres
Total Undisturbed Area: 1.56 Acre
Impervious Area Before Construction: 5%
Impervious Area After Construction: 68%

BMP Information

BMP ID	Type of BMP	Latitude / Longitude
1	Stormtech Underground Storage	41°10'30.5" N / 96°05'51.8" W

BMP Maintenance Requirements

Subsurface Dry Detention Basin Maintenance and Tasks Schedule	
Task	Schedule
Outlet/Inlet Inspection and Cleanout	Monthly
Inspection Port and Cleanout	Annually – Remove Sediment when 3" or 15% of Storage Volume has been lost
Inspection for Structural Damage	Annually
Inspect, Exercise all Mechanical Devices	Annually
Repair Broken Pipes	As Needed
Security	As Needed
Remove Trash and Debris	As Needed

Inspection & maintenance

Step 1) Inspect isolator row for sediment

- A. Inspection ports
 - A.1. Remove/open lid on nyloplast inline drain
 - A.2. Remove and clean flexstorm filter if installed
 - A.3. Using a flashlight and stadia rod, measure depth of sediment and record on maintenance log.
 - A.4. Lower a camera into isolator row for visual inspection of sediment levels (optional)
 - A.5. If sediment is at, or above, 3" (80 mm) proceed to step 2. If not, proceed to step 3.
- B. All isolator rows
 - B.1. Remove cover from structure at upstream end of isolator row
 - B.2. Using a flashlight, inspect down the isolator row through outlet pipe
 - i. mirrors on poles or cameras may be used to avoid a confined space entry

- ii. follow osha regulations for confined space entry if entering manhole
- B.3. If sediment is at, or above, 3" (80 mm) proceed to step 2. If not, proceed to step 3.

Step 2) Clean out isolator row using the JetVac process

- A. A fixed culvert cleaning nozzle with rear facing spread of 45" (1.1 m) or more is preferred
- B. Apply multiple passes of JetVac until backflush water is clean
- C. Vacuum structure sump as required

Step 3) Replace all covers, grates, filters, and lids; record observations and actions.

Step 4) Inspect and clean basins and manholes upstream of the StormTech system.

Notes

- 1. Inspect every 6 months during the first year of operation. Adjust the inspection interval based on previous observations of sediment accumulation and high water elevations.
- 2. Conduct jetting and vactoring annually or when inspection shows that maintenance is necessary.

EXHIBIT "H"

RESTRICTED ACCESS EASEMENT

This Restricted Access Easement is made as of this 15 day of May, 2018, (hereinafter referred to as the "Effective Date"), by Pipers Plus Company, LLC, a Nebraska Limited Liability Company (Pipers).

RECITALS:

WHEREAS, Pipers is the owner of:

Lot 1, Brook Valley II Business Park Replat 5, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereinafter referred to as Lot 1, and the owner of Lot 10, Brook Valley Business Park, a subdivision in Sarpy County, Nebraska, hereinafter referred to as Lot 10. Pipers and the City of La Vista entered a subdivision agreement dated May 15, 2018 with respect to Lot 1, the provisions of which are incorporated herein by this reference ("Subdivision Agreement"); and

WHEREAS, by virtue of the recording of this Restricted Access Easement (the "Restricted Easement"), Lot 1 and Lot 10 each shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Restricted Easement and every grantee of any interest in said Lot 1 or Lot 10, by acceptance of a deed or other conveyance of such interest, shall and otherwise shall have deemed to have consented to the terms herein; and

WHEREAS, Pipers desires to establish for the benefit of Lot 1 and Lot 10 and for the benefit of all future owners', occupants, and mortgagees of each of the Lots or any portion thereof and their respective officers, directors, members, partners, employees, tenants, agents, invitees, or fire, rescue and other emergency vehicles (collectively referred to herein as "Permittees"), limited ingress and egress, over and upon each of the Lots, within the easement area depicted on Exhibit "A" for the purpose of providing limited pedestrian and vehicular ingress and egress to and from each of the Lots (but not parking), and intends that all future owners, occupants and mortgagees and any other persons hereafter acquiring any interest in either of the Lots shall hold said interest subject to certain rights, easements and privileges in, over and upon each of the Lots or any portion thereof for the purpose of providing limited pedestrian and vehicular ingress and egress, to and from each of the Lots as restricted herein.

NOW, THEREFORE, for and in consideration of the benefits set forth herein, Pipers does hereby declare as follows:

1. Easement Access.

(a) Pipers hereby grants a restricted easement, for the benefit of each of Lot 1 and Lot 10 for the perpetual non-exclusive limited right for vehicular and pedestrian ingress and egress, in, over and upon the private access drive now or hereafter constructed and located upon that easement area as described on Exhibit "A" attached hereto and hereby made a part hereof, solely for the purpose of providing Permittees limited pedestrian and vehicular access upon and between Lot 1 and Lot 10 which purpose shall include without limitation, access of Lot 10 across Lot 1 to and from Portal Road, and access of Lot 1 across Lot 10 to and from 117th Street (but not parking) as restricted herein.

(b) The easement rights herein granted to any person or entity, or anyone claiming by, through or under them, shall only be held by the current owner, occupant or mortgagee at each particular point in time, or anyone claiming by, through or under them.

2. Nature of the Restricted Easement. The easement hereby created is not a public easement, but is a permanent, private easement for the use and benefit of Pipers, future owners, occupants, mortgagees, and their respective Permittees. Pipers expressly disclaims the creation of any rights in or for the benefit of the public generally. It is understood and agreed that the restricted easement shall continue for so long as either Lot 1 or Lot 10 remains in existence unless otherwise mutually agreed by the owners of both Lots in writing to be filed of record against both Lots. Notwithstanding anything in this Restricted Easement to the contrary, any termination of the Restricted Easement in whole or in part, or any action of any owner of Lot 1 or Lot 10 that results in or has the effect of the termination of the Restricted Easement, shall require prior approval of the City Engineer as described in Section 5 below.

3. Restrictions. The easement area as depicted in Exhibit "A" shall be for the restricted use by pedestrian or vehicular traffic for the limited movement upon and between Lot 1 and Lot 10 as provided herein and is not intended to be a free and uninterrupted flow of pedestrian or vehicular traffic over or across the entirety of either Lot 1 or Lot 10.

4. Maintenance. Pipers, while it owns Lot 1 and Lot 10, shall keep and maintain, at its sole cost and expense, the easement area as depicted in Exhibit "A" in good order and repair, and shall remove snow and ice therefrom in a commercially reasonable time and manner. If Pipers at any time does not own Lot 1 or Lot 10, the owner of Lot 1 and the owner of Lot 10 each shall be responsible for keeping and maintaining said easement area in good order and repair at its sole cost and expense, unless otherwise agreed and actually carried out in a different manner by said owners.

5. Amendment; Modification. This Restricted Easement may be amended by the written consent and mutual agreement of all the record owners of Lot 1 and Lot 10. Any such modification or amendment shall be effective when duly recorded in the Office of the

Register of Deeds of Sarpy County, Nebraska. Notwithstanding anything in this Restricted Easement to the contrary, any proposed addition, subtraction, modification, or termination ("Modification") of this Restricted Easement, or any terms or conditions of this Restricted Easement, shall be subject to prior approval of, and in form and content satisfactory to, the City Engineer, and recording of the Modification by the Pipers immediately after said approval is provided.

6. Minimization of Interruption. Any entry upon either Lot 1 or Lot 10, or any portion thereof, pursuant to this restricted easement or other right granted shall be undertaken in a way that will minimize any interruption of, or any adverse impact upon, the activities then being conducted upon either Lot 1 or Lot 10.

7. Notices. All notices, consents, requests, demands, instruction or other communications provided for in this Agreement shall be in writing and shall be deemed validly given, made and served when delivered personally, or when delivered or refused if sent in the United States Mail, registered or certified, postage prepaid, or when delivered or refused if sent by overnight courier, addressed as follows:

Pipers Plus Company, LLC
8506 South 117th Street
LaVista, NE 68128

13. Governing Law. This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Nebraska.

Executed this 15 day of May, 2018.

Pipers Plus Company, LLC

By: _____
Tom Eyman, Manager for Pipers Plus Company, LLC

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

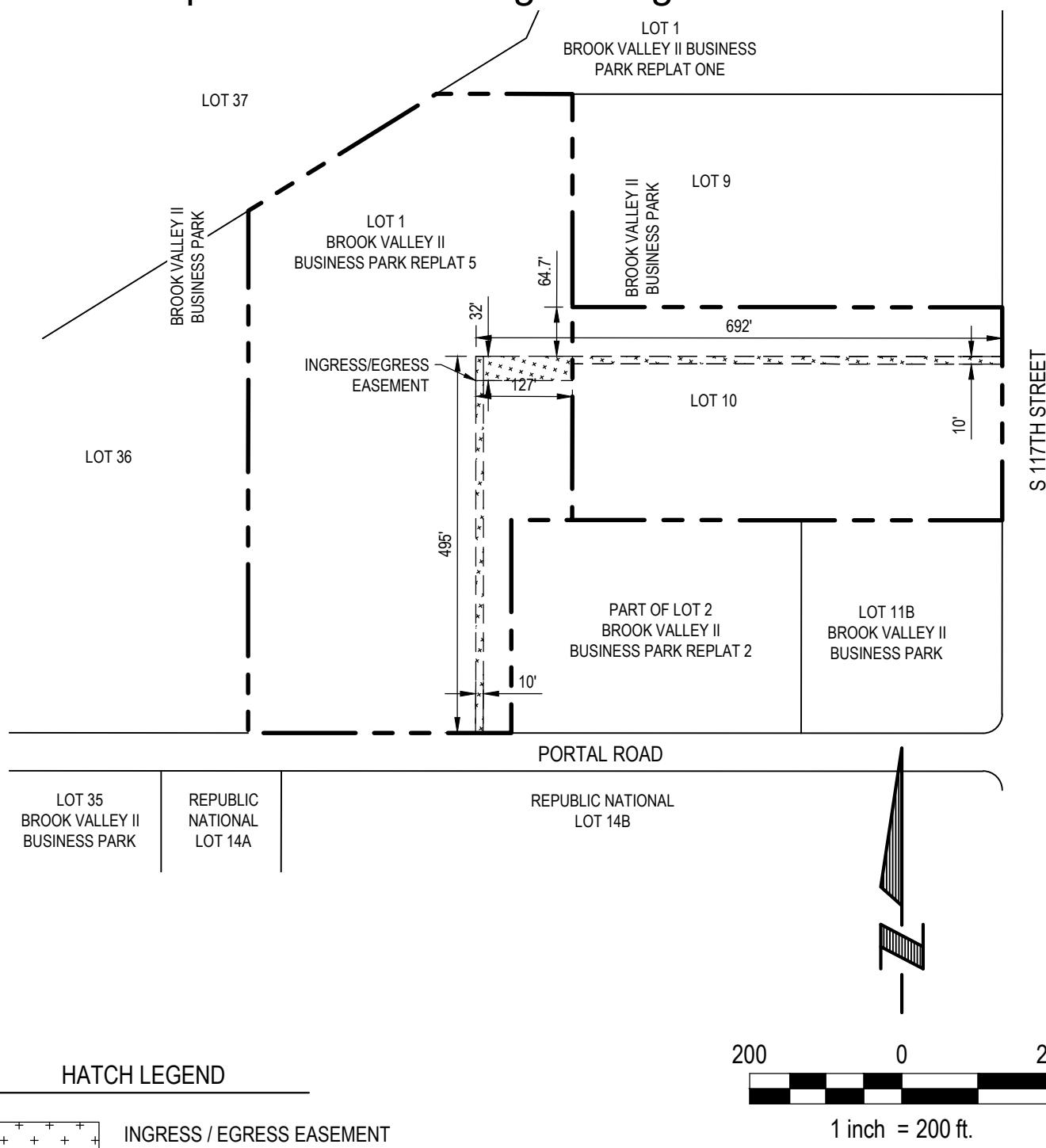
The foregoing instrument was acknowledged before me on May 15, 2018, by
Tom Eyman, Manager for Pipers Plus Company, LLC, on behalf of Pipers Plus
Company, LLC, a Nebraska Limited Liability Company.

In testimony whereof, I have hereunto set my hand and affixed my official seal in
the County and State aforesaid, the day and year first above written.

Notary Public

Attachment Exhibit "A" to Exhibit "H" Page 4

Description of 10 Foot Ingress/Egress Easement



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road Suite 100 Omaha, NE 68154 Phone: 402.895.4700 Fax: 402.895.3599

Job No.: P2017.077.001 Date: 03/28/2018

Drawn by: CJV Scale: 1"=200' Sht: 1 of 1

INGRESS/EGRESS EASEMENT
LOT 1,
BROOK VALLEY II BUSINESS PARK REPLAT 5
LA VISTA, NEBRASKA

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 15, 2018 AGENDA**

Subject:	Type:	Submitted By:
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (PARKING FACILITIES/CITY CENTRE DESIGN)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG CITY PLANNER

SYNOPSIS

A resolution has been prepared to approve Amendment No. 4 to the professional services agreement with DLR Group, Inc. (DLR), to provide additional architectural design services related to the entrance locations to the parking garage in an amount not to exceed \$9,500.00.

FISCAL IMPACT

The FY18 Capital Improvement Program provides funding for the 84th Street Public Improvements Redevelopment Project, which includes the parking structure.

RECOMMENDATION

Approval

BACKGROUND

On December 20, 2016, the City Council approved Resolution No.16-057 authorizing a professional services agreement with DLR Group Inc. (DLR) to provide architectural design services in preparation for possible public off street parking facilities and related public infrastructure in the 84th Street public improvement redevelopment project area pursuant to the public improvement redevelopment project. Additional design services are necessary to finalize a design for the perforated metal panels at the entrances to the parking garage.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER FOUR TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP, LLC TO PROVIDE ADDITIONAL ARCHITECTURAL DESIGN SERVICES RELATED TO OFF STREET PARKING FACILITIES IN AN AMOUNT NOT TO EXCEED \$9,500.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional architectural design services related the off street parking facility are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number four to the professional services agreement with DLR Group, LLC to provide additional architectural design services; and

WHEREAS, The FY18 Capital Improvement Program provides funding for the 84th Street Public Improvements Redevelopment Project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number four to the professional services agreement with DLR Group, LLC to provide additional architectural design services related to the off street parking facility in an amount not to exceed \$9,500.00.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)
10-17105-00 La Vista City Centre
Parking Facilities

AGREEMENT INFORMATION:
Date: November 16, 2016

AMENDMENT INFORMATION:
Amendment Number: 004
Date: April 27, 2018

OWNER: (name and address)
City of La Vista
(a Nebraska Municipal Corporation)
8116 Park View Blvd
La Vista, NE 68128

ARCHITECT: (name and address)
DLR Group inc. (a Nebraska
corporation)
6457 Frances Street, Suite 200
Omaha, NE 68106

The Owner and Architect amend the Agreement as follows:

Graphic Design & Architectural Services

1. Prepare 3 Graphic Design concept options. Schedule a presentation with stakeholders.
2. Following the presentation, the stakeholders will review the options and provide feedback for refinement of one design. Feedback can either be provided during the meeting or following the meeting by email or phone call.
3. A final design option will be furnished through email for final approval.
4. Coordination of Graphic Design with Architectural and Engineering Team.
5. Prepare a SketchUp rendering of the signs in front of the retaining walls for color comparison.
6. Upon receiving approval of the graphic design, a proposal request will be prepared and issued to Hawkins Construction for implementation.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Nine Thousand Five Hundred Dollars (\$9,500.00).

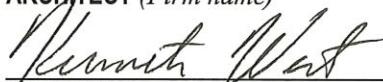
Schedule Adjustment:
In conjunction with Design Review Committee, Development Team and Contractor.

SIGNATURES:

DLR Group inc.

(a Nebraska corporation)

ARCHITECT (Firm name)



SIGNATURE

Kenneth West

Principal

PRINTED NAME AND TITLE

City of La Vista

OWNER (Firm name)

SIGNATURE

Douglas Kindig

Mayor

PRINTED NAME AND TITLE

DATE

DATE

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 15, 2018 AGENDA

Subject:	Type:	Submitted By:
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (PARKING FACILITIES/CITY CENTRE SECURITY PLANNING)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve Amendment No. 5 to the professional services agreement with DLR Group, Inc. (DLR), to provide additional consultant services relative to security planning for the parking garage and master planning for security in the public areas of the City Centre development in an amount not to exceed \$14,950.00.

FISCAL IMPACT

The FY18 Capital Improvement Program provides funding for the 84th Street Public Improvements Redevelopment Project, which includes the parking structure.

RECOMMENDATION

Approval

BACKGROUND

On December 20, 2016, the City Council approved Resolution No.16-057 authorizing a professional services agreement with DLR Group Inc. (DLR) to provide architectural design services in preparation for possible public off street parking facilities and related public infrastructure in the 84th Street public improvement redevelopment project area pursuant to the public improvement redevelopment project. Additional design services are necessary to finalize a security plan for the parking garage as well as the public areas of the City Centre development.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER FIVE TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP, LLC TO PROVIDE ADDITIONAL CONSULTANT SERVICES RELATED TO SECURITY PLANNING FOR OFF STREET PARKING FACILITIES IN AN AMOUNT NOT TO EXCEED \$14,950.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional consultant services related the off street parking facility are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number five to the professional services agreement with DLR Group, LLC to provide additional consulting services; and

WHEREAS, The FY18 Capital Improvement Program provides funding for the 84th Street Public Improvements Redevelopment Project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number five to the professional services agreement with DLR Group, LLC to provide additional consulting services related to the off street parking facility in an amount not to exceed \$14,950.00.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)
10-17105-00 La Vista City Centre
Parking Facilities

AGREEMENT INFORMATION:
Date: November 16, 2016

AMENDMENT INFORMATION:
Amendment Number: 005

Date: May 8, 2018

OWNER: (name and address)
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

ARCHITECT: (name and address)
DLR Group inc. (a Nebraska
corporation)
6457 Frances Street, Suite 200
Omaha, NE 68106

The Owner and Architect amend the Agreement as follows:
Reference attached DLR Group La Vista City Centre - Security Planning Proposal dated April 18, 2018

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Fourteen Thousand Nine Hundred Fifty Dollars (\$14,950.00) plus hourly compensation for the Master Plan, as outlined in attached DLR Group La Vista City Centre - Security Planning Proposal dated April 18, 2018

Schedule Adjustment:

To be determined.

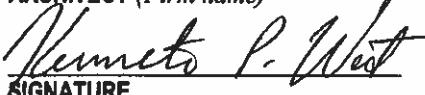
SIGNATURES:

DLR Group inc. (a Nebraska
corporation)

City of La Vista

ARCHITECT (Firm name)

OWNER (Firm name)


SIGNATURE

Kenneth P. West, Principal
PRINTED NAME AND TITLE

SIGNATURE

Douglas Kindig, Mayor
PRINTED NAME AND TITLE

May 8, 2018

DATE

DATE

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 15, 2018 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDER NO 3 84 TH STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEV. PROJECT OFFSTREET PRKG. DIST. NO. 2-STRUCTURE NO. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Change Order No. 3 to the contract with Hawkins Construction Co. of Omaha, Nebraska for additions and deletions of work, which will result in an increase in the contract price of \$4,791.00.

FISCAL IMPACT

The FY 17/18 biennial budget includes funding for this project.

RECOMMENDATION

Approval

BACKGROUND

The initial contract for this project was awarded to Hawkins Construction Co. in the amount of \$3,863,000.00 on November 21, 2017. Previous Change Orders increased the contract price to \$3,940,049.91. Change Order No.3 increases the contract amount by \$4,791.00 as a result of making changes to add painting of handrails and to increase the lighting fixture allowance above the amount specified in the bidding documents.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 3 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS AND DELETIONS OF WORK TO THE CONTRACT IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$4,791.00.

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

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

WHEREAS, the contract price will increase with change order number 3 by \$4,791.00.

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 change order number 3 to the contract with Hawkins Construction Co., Omaha, Nebraska, to provide for additions and deletions of work to the contract in an additional amount not to exceed \$4,791.00.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk


AIA® Document G701™ – 2017
Change Order

PROJECT: (Name and address)	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
10-17105-00 La Vista City Centre Parking Facilities	Contract For: General Construction	Change Order Number: 003
	Date: January 2, 2018	Date:
		April 23, 2018
OWNER: (Name and address)	ARCHITECT: (Name and address)	CONTRACTOR: (Name and address)
City of La Vista 8116 Park View Blvd La Vista, NE 68128	DLR Group inc. (a Nebraska corporation) 6457 Frances Street, Suite 200 Omaha, NE 68106	Hawkins Construction Co. 2516 Deer Park Blvd Omaha, NE 68105

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Paint galvanized wire mesh and railings per ASI 002.	\$243.00
2. Fixture Allowance per ASI 002.	\$4,274.00
3. Overhead and Profit.	\$226.00
4. 1.01% Bond	\$48.00

TOTAL \$4,791.00

The original Contract Sum was	\$ 3,863,000.00
The net change by previously authorized Change Orders	\$ 77,049.91
The Contract Sum prior to this Change Order was	\$ 3,940,049.91
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,791.00
The new Contract Sum including this Change Order will be	\$ 3,944,840.91

The Contract Time will be increased by Zero (0) days.

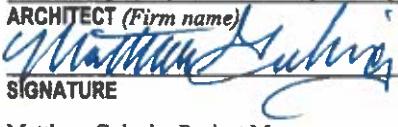
The new date of Substantial Completion will be the same as stated in the contract.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DLR Group inc. (a Nebraska corporation)

ARCHITECT (Firm name)


SIGNATURE

Matthew Gulsvig, Project Manager

PRINTED NAME AND TITLE

April 23, 2018

DATE

Hawkins Construction Co.

CONTRACTOR (Firm name)


SIGNATURE

Jerry Seier, Construction Manager

PRINTED NAME AND TITLE

April 24, 2018

DATE

City of La Vista

OWNER (Firm name)


SIGNATURE

PRINTED NAME AND TITLE

DATE

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 15, 2018 AGENDA

Subject:	Type:	Submitted By:
AWARD CONTRACT 84 TH STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEV. PROJECT 84 TH STREET ACCESS IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to award a contract to Swain Construction, Inc. of Omaha, Nebraska for construction of the 84th Street Access Improvements associated with the Public Improvement Redevelopment Project in the 84th Street Redevelopment Area in an amount not to exceed \$529,953.11.

FISCAL IMPACT

The FY 17/18 biennial budget includes funding for this project.

RECOMMENDATION

Approval

BACKGROUND

On April 3, 2018, the City Council authorized taking bids for this project. Plans were prepared by Olsson & Associates. Bids were received on April 27, 2018 at 10:00 am. Three bids were received as summarized below. The low bid is below the Engineer's Estimate by approximately 4 percent.

Swain Construction, Inc.	\$529,953.11
Charles Vrana & Son Const. Co.	\$640,255.50
Graham Construction, Inc.	\$702,727.00

Swain Construction, Inc. is a qualified contractor and it is recommended that a contract be awarded to them in an amount not to exceed \$529,953.11. A complete bid tabulation is available for review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO SWAIN CONSTRUCTION, INC., OMAHA NEBRASKA FOR CONSTRUCTION OF THE 84TH STREET ACCESS IMPROVEMENTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT IN THE 84TH STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$529,953.11.

WHEREAS, the City Council of the City of La Vista has determined that 84th Street access improvements are necessary; and

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

WHEREAS, Bids were solicited and three bids received; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to Swain Construction, Inc., Omaha Nebraska for construction of the 84th Street Access Improvements associated with the Public Improvement Redevelopment Project in the 84th Street Redevelopment Area in an amount not to exceed \$529,953.11.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

84th Street Access Improvements La Vista, Nebraska										BID TABULATION	
										Date: 04-27-18 CD-17-008	
										Time: 10:00am Page 1 of 2	
		CONTRACTOR		Engineer's Estimate		Swain Construction		VRANA		Graham Construction	
Item No.	ITEM	UNIT	QTY	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION	LS	1.00	\$ 50,000.00	\$50,000.00	\$38,212.00	\$38,212.00	\$48,000.00	\$48,000.00	\$56,298.00	\$56,298.00
2	GENERAL CLEARING & GRUBBING	LS	1.00	\$ 5,000.00	\$5,000.00	\$2,994.00	\$2,994.00	\$45,000.00	\$45,000.00	\$39,004.70	\$39,004.70
3	REMOVE PAVEMENT	SY	1,266.00	\$ 10.00	\$12,660.00	\$10.30	\$13,039.80	\$11.00	\$13,926.00	\$10.00	\$12,660.00
4	REMOVE SIDEWALK	SF	4,282.00	\$ 4.00	\$17,128.00	\$0.96	\$4,110.72	\$2.50	\$10,705.00	\$1.50	\$6,423.00
5	REMOVE MEDIAN SURFACING	SF	626.00	\$ 4.00	\$2,504.00	\$1.01	\$632.26	\$2.50	\$1,565.00	\$2.00	\$1,252.00
6	SAW CUT - FULL DEPTH	LF	1,954.00	\$ 4.00	\$7,816.00	\$4.18	\$8,167.72	\$3.00	\$5,862.00	\$5.50	\$10,747.00
7	EXCAVATION - ON SITE	CY	924.00	\$ 16.00	\$14,784.00	\$12.45	\$11,503.80	\$6.50	\$6,006.00	\$15.00	\$13,860.00
8	REMOVE 15" TO 18" SEWER PIPE	LF	445.00	\$ 22.00	\$9,790.00	\$14.40	\$6,408.00	\$11.50	\$5,117.50	\$25.00	\$11,125.00
9	REMOVE MANHOLE	EA	4.00	\$ 800.00	\$3,200.00	\$500.00	\$2,000.00	\$700.00	\$2,800.00	\$1,000.00	\$4,000.00
10	REMOVE CURB INLET	EA	6.00	\$ 800.00	\$4,800.00	457.00	\$2,742.00	\$700.00	\$4,200.00	\$800.00	\$4,800.00
11	REMOVE SIGN	EA	2.00	\$ 150.00	\$300.00	\$87.15	\$174.30	\$60.00	\$120.00	\$200.00	\$400.00
12	CONSTRUCT 9 INCH CONCRETE PAVEMENT (TYPE 47B-3500)	SY	2,225.00	\$ 55.00	\$122,375.00	\$57.00	\$126,825.00	\$70.00	\$155,750.00	\$72.00	\$160,200.00
13	CONSTRUCT 6 INCH PCC SIDEWALK (TYPE 47B-3500)	SF	5,240.00	\$ 5.00	\$26,200.00	\$5.10	\$26,724.00	\$5.90	\$30,916.00	\$7.00	\$36,680.00
14	CONSTRUCT 6 INCH COLORED IMPRINTED P.C.C. SURFACING	SF	307.00	\$ 9.00	\$2,763.00	\$9.88	\$3,033.16	\$21.00	\$6,447.00	\$18.00	\$5,526.00
15	CONSTRUCT 6 INCH CONCRETE MEDIAN SURFACING	SF	1,420.00	\$ 9.00	\$12,780.00	\$6.97	\$9,897.40	\$7.60	\$10,792.00	\$8.00	\$11,360.00
16	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	TON	30.00	\$ 35.00	\$1,050.00	\$310.00	\$9,300.00	\$365.00	\$10,950.00	\$225.00	\$6,750.00
17	CONSTRUCT COMBINATION CURB & GUTTER	LF	636.00	\$ 25.00	\$15,900.00	\$24.00	\$15,264.00	\$26.00	\$16,536.00	\$26.00	\$16,536.00
18	CONSTRUCT CURB RAMP	SF	361.00	\$ 15.00	\$5,415.00	\$14.75	\$5,324.75	\$18.00	\$6,498.00	\$10.50	\$3,790.50
19	CONSTRUCT DETECTABLE WARNING PANEL	SF	86.00	\$ 35.00	\$3,010.00	\$14.85	\$1,277.10	\$24.00	\$2,064.00	\$25.00	\$2,150.00
20	DRILL & GROUT TIE BARS	EA	480.00	\$ 12.00	\$5,760.00	\$5.00	\$2,400.00	\$7.00	\$3,360.00	\$12.00	\$5,760.00
21	CONSTRUCT AGGREGATE BEDDING FOR 18"	LF	192.00	\$ 8.50	\$1,632.00	\$5.97	\$1,146.24	\$8.50	\$1,632.00	\$7.00	\$1,344.00
22	CONSTRUCT AGGREGATE BEDDING FOR 24" STORM SEWER PIPE	LF	11.00	\$ 10.00	\$110.00	\$7.58	\$83.38	\$10.00	\$110.00	\$8.00	\$88.00
23	CONSTRUCT 18" RCP, CLASS III	LF	192.00	\$ 90.00	\$17,280.00	\$52.95	\$10,166.40	\$70.00	\$13,440.00	\$60.00	\$11,520.00
24	CONSTRUCT 24" RCP, CLASS III	LF	11.00	\$ 120.00	\$1,320.00	\$73.85	\$812.35	\$100.00	\$1,100.00	\$105.00	\$1,155.00
25	CONSTRUCT 54" LD. STORM MANHOLE	VF	23.40	\$ 650.00	\$15,210.00	\$567.00	\$13,267.80	\$850.00	\$19,890.00	\$972.00	\$22,744.80
26	CONSTRUCT CURB INLET, TYPE I	EA	5.00	\$ 3,500.00	\$17,500.00	\$3,388.00	\$16,940.00	\$3,500.00	\$17,500.00	\$3,500.00	\$17,500.00
27	CONSTRUCT 24" CONCRETE COLLAR	EA	1.00	\$ 450.00	\$450.00	\$260.00	\$260.00	\$800.00	\$600.00	\$600.00	
28	ADJUST MANHOLE TO GRADE	EA	4.00	\$ 600.00	\$2,400.00	\$239.00	\$956.00	\$300.00	\$1,200.00	\$400.00	\$1,600.00
29	INSTALL EXTERNAL FRAME SEAL	EA	1.00	\$ 500.00	\$500.00	\$443.00	\$443.00	\$450.00	\$450.00	\$450.00	\$450.00
30	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1.00	\$ 20,000.00	\$20,000.00	\$12,028.00	\$12,028.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
31	INSTALL SEEDING TURF (EROSION CONTROL, TYPE II)	AC	0.41	\$ 8,500.00	\$3,485.00	\$6,729.00	\$2,758.89	\$7,200.00	\$2,952.00	\$8,000.00	\$3,280.00
32	INSTALL INLET PROTECTION	EA	5.00	\$ 200.00	\$1,000.00	\$167.00	\$835.00	\$190.00	\$950.00	\$225.00	\$1,125.00
33	REMOVE EXISTING TRAFFIC SIGNAL	EA	1.00	\$ 4,000.00	\$4,000.00	\$3,357.00	\$3,357.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00
34	INSTALL PEDESTAL POLE, TYPE PP-10	EA	2.00	\$ 1,600.00	\$3,200.00	\$1,053.00	\$2,106.00	\$1,010.00	\$2,020.00	\$1,200.00	\$2,400.00
35	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-45-12-40	EA	1.00	\$ 11,000.00	\$11,000.00	\$20,905.00	\$20,905.00	\$20,000.00	\$20,000.00	\$22,000.00	
36	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-55-12-40	EA	1.00	\$ 15,000.00	\$15,000.00	\$21,389.00	\$21,389.00	\$20,500.00	\$20,500.00	\$22,800.00	
37	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-60-12-40	EA	1.00	\$ 17,000.00	\$17,000.00	\$21,675.00	\$21,675.00	\$20,000.00	\$20,000.00	\$23,000.00	
38	INSTALL TRAFFIC SIGNAL, TYPE TS-1, W/T31 FACE, BKPLT & MA-5 MTG	EA	5.00	\$ 800.00	\$4,000.00	\$858.00	\$4,290.00	\$830.00	\$4,150.00	\$1,000.00	\$5,000.00
39	INSTALL TRAFFIC SIGNAL, TYPE TS-1A, W/T31 FACE & B-4 ALT. MTG	EA	3.00	\$ 900.00	\$2,700.00	\$800.00	\$2,400.00	\$760.00	\$2,280.00	\$950.00	\$2,850.00
40	INSTALL TRAFFIC SIGNAL, TYPE TS-1LF W/T32 FACE, BKPLT & MA-5 MTG	EA	2.00	\$ 1,100.00	\$2,200.00	\$883.00	\$1,766.00	\$850.00	\$1,700.00	\$1,050.00	\$2,100.00
41	INSTALL TRAFFIC SIGNAL, TYPE TS-1LFF W/T43 FACE, BKPLT & MA-5 MTG	EA	1.00	\$ 1,000.00	\$1,000.00	\$1,054.00	\$1,054.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00
42	INSTALL PEDESTRIAN SIGNAL, TYPE PS-1 W/T24 FACE & B-4 ALT MTG	EA	2.00	\$ 675.00	\$1,350.00	\$638.00	\$1,276.00	\$630.00	\$1,260.00	\$700.00	\$1,400.00
43	INSTALL PEDESTRIAN PUSH BUTTON, TYPE PPB	EA	2.00	\$ 250.00	\$500.00	\$211.00	\$422.00	\$200.00	\$400.00	\$250.00	\$500.00
44	INSTALL TRAFFIC SIGNAL CONTROLLER CABINET, TYPE TC-2070	EA	1.00	\$ 13,500.00	\$13,500.00	\$28,214.00	\$28,214.00	\$27,000.00	\$27,000.00	\$33,000.00	\$33,000.00
45	INSTALL FULL BOX, TYPE PB-6	EA	3.00	\$ 975.00	\$2,925.00	\$792.00	\$2,376.00	\$770.00	\$2,310.00	\$900.00	\$2,700.00
46	INSTALL FULL BOX, TYPE PB-8	EA	1.00	\$ 1,000.00	\$1,000.00	\$1,240.00	\$1,240.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
47	INSTALL 2" PVC OR HDPE CONDUIT - TRENCHED	LF	84.00	\$ 8.50	\$714.00	\$9.33	\$783.72	\$10.00	\$840.00	\$10.00	\$840.00
48	INSTALL 3" HDPE CONDUIT - TRENCHED	LF	262.00	\$ 9.50	\$2,489.00	\$9.79	\$2,564.98	\$10.00	\$2,620.00	\$11.00	\$2,882.00
49	INSTALL 3" HDPE CONDUIT - BORED	LF	430.00	\$ 20.00	\$8,600.00	\$27.80	\$11,954.00	\$27.00	\$11,610.00	\$30.00	\$12,900.00
50	INSTALL SERVICE CABLE (SC)	LF	300.00	\$ 2.00	\$600.00	\$2.32	\$696.00	\$2.50	\$750.00	\$3.00	\$900.00
51	INSTALL SERVICE ENTRANCE CABLE (SEC)	LF	200.00	\$ 3.20	\$640.00	\$1.23	\$246.00	\$1.50	\$300.00	\$2.00	\$400.00
52	INSTALL SERVICE DISCONNECT PEDESTAL	EA	1.00	\$ 3,500.00	\$3,500.00	\$3,876.00	\$3,876.00	\$3,800.00	\$3,800.00	\$4,500.00	\$4,500.00
53	INSTALL 16/C #14 AWG TRAF. SIGNAL CABLE	LF	610.00	\$ 4.00	\$2,440.00	\$5.17	\$3,153.70	\$5.00	\$3,050.00	\$6.00	\$3,660.00
54	INSTALL 5/C #14 AWG TRAF. SIGNAL CABLE	LF	377.00	\$ 3.00	\$1,131.00	\$2.09	\$787.93	\$2.50	\$942.50	\$3.00	\$1,131.00
55	INSTALL 3/C #6 STREET LIGHTING CABLE	LF	365.00	\$ 2.00	\$730.00	\$4.05	\$1,478.25	\$4.00	\$1,460.00	\$5.00	\$1,825.00
56	INSTALL 2/C #16 AWG PEDESTRAIN PUSH BUTTON LEAD-IN CABLE	LF	377.00	\$ 3.00	\$1,131.00	\$1.19	\$448.63	\$1.50	\$565.50	\$2.00	\$754.00
57	INSTALL 1/C #8 BARE COPPER GROUNDING CONDUCTOR	LF	388.00	\$ 1.50	\$582.00	\$1.51	\$585.88	\$1.50	\$582.00	\$2.00	\$776.00
58	INSTALL 200W STREET LIGHT LUMINAIRE	EA	3.00	\$ 1,000.00	\$3,000.00	\$572.00	\$1,716.00	\$550.00	\$1,650.00	\$750.00	\$2,250.00
59	INSTALL OVERHEAD SIGN	LS	1.00	\$ 3,000.00	\$3,000.00	\$4,720.00	\$4,720.00	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00
60	ASCT DETECTION SYSTEM INSTALLATION, STOP BAR - 3 APPROACH	EA	1.00	\$ 4,500.00	\$4,500.00	\$23,955.00	\$23,955.00	\$23,000.00	\$23,000.00	\$27,000.00	\$27,000.00

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 15, 2018 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO REQUEST RELINQUISHMENT OF STATE HIGHWAY N85 (84 TH STREET)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the submittal of a letter to the Nebraska Department of Transportation (NDOT) requesting relinquishment of La Vista's portion of State Highway N85 (84th Street).

FISCAL IMPACT

The City would become responsible for future maintenance costs on the stretch of roadway.

RECOMMENDATION

Approval.

BACKGROUND

As it relates to the redevelopment of 84th Street, the relinquishment of Highway N85 (84th Street) from Harrison Street to Giles Road has been a significant topic of discussion as a means of allowing the City more control over this roadway in terms of items such as signage, traffic control, speed limit, landscaping, etc. With the completion of Phase I of the Streetscape Project, it has become clear that in order to do many of the improvements outlined in this plan, the City needs to have control of this corridor.

NDOT District Engineer Tim Weander has met with the City on several occasions during the development of the streetscape design and has indicated that in order for NDOT to consider relinquishment, a formal request letter needs to be submitted. A draft of said letter is attached. As part of the relinquishment process, the City has a right to negotiate for some future maintenance costs and/or other items of benefit.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE SUBMITTAL OF A LETTER TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) REQUESTING RELINQUISHMENT OF LA VISTA'S PORTION OF STATE HIGHWAY N85 (84TH STREET) FROM HARRISON STREET TO GILES ROAD.

WHEREAS, the City Council of the City of La Vista has determined that the relinquishment of La Vista's portion of State Highway N85 (84th Street) is desirable; and

WHEREAS, the relinquishment of La Vista's portion of State Highway N85 (84th Street) will allow the City of La Vista to have more control over this roadway, which will help to facilitate implementation of the Streetscape Plan; and

WHEREAS, in order for the NDOT to consider said relinquishment the City must submit a formal letter of request.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the submittal of a letter to the Nebraska Department of Transportation (NDOT) requesting relinquishment of La Vista's portion of State Highway N85 (84th Street) from Harrison Street to Giles Road.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

May 15, 2018

Mr. Timothy Weander
4425 S. 108th Street
PO Box 45461
Omaha, NE 68145-0461

Dear Mr. Weander,

I am contacting you regarding the portion of State Highway N85, which lies within the corporate limits of the City of La Vista. Specifically, the portion of N85 between Harrison Street on the north and Giles Road on the south.

Please accept this letter as the City of La Vista's official request that the section of N85 mentioned above be relinquished from State control to local control by the City of La Vista. On May 15, 2018 Resolution number 18-xxxx was approved by the La Vista City Council stating their desire to request the relinquishment. The City of La Vista would like this to transpire as soon as possible.

As we have discussed with you previously, legislation was recently passed requiring a negotiation component as part of the relinquishment process. The City of La Vista and Nebraska Department of Transportation (NDOT) District II currently have a rehabilitation project scheduled for this section of N85 in 2019. We would request that this project and participation by NDOT remain in place.

The City of La Vista understands that upon relinquishment of this section of N85, the NDOT maintains control of the right-of-way along the N85 corridor. In lieu of any future rehabilitation cost sharing programs for this section of N85, the City of La Vista would request complete control of the right-of-way along N85 from Harrison Street to Giles Road.

Thank you for your assistance in this matter. Please contact me at (402) 331-8927 or jsoucie@cityoflavista.org with any questions or clarification.

Sincerely,

Joe Soucie, PWLF
Director of Public Works

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS D LIQUOR LICENSE APPLICATION FOR JSV, LLC DBA JD'S LIQUOR LOCKER, IN LA VISTA, NEBRASKA.

WHEREAS, JSV, LLC dba JD's Liquor Locker, 8052 S. 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class D Liquor License application submitted JSV, LLC dba JD's Liquor Locker, 8052 S. 84th Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



**LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: April 11, 2018

RE: LOCAL BACKGROUND- LIQUOR LICENSE- MANAGER
JD'S LIQUOR LOCKER

CC:

The police department conducted a check of computerized records for criminal conduct regarding the applicant for the Liquor License and Manager application. Vikram Patel, Saumil Patel, and Bharatkumar Patel have no criminal convictions.

As with all Nebraska Retail Liquor Licenses, I am asking that the applicant strictly conform to Nebraska Liquor Control Commission rules and regulations under (Sec 53-131.01) Nebraska Liquor Control Act.

Pam Buethe

From: Jeff Sinnott
Sent: Wednesday, April 25, 2018 7:45 AM
To: Pam Buethe
Subject: FW: New liquor license - JD's Liquor Locker
Attachments: JD's Liquor Locker App.pdf

Pam

After review I have no objections to the change, this is a type "B" occupancy group so the fire sprinkler provision does not apply.

Thanks

Jeff Sinnott
Chief Building Official
City Of La Vista
8116 Park View Blvd.
La Vista NE 68128
402-593-6400

From: Pam Buethe
Sent: Tuesday, April 17, 2018 9:43 AM
To: Bob Lausten <BLausten@cityoflavista.org>; Jeff Sinnott <JSinnett@cityoflavista.org>
Subject: New liquor license - JD's Liquor Locker

For your review.

Thanks

Pam

Pamela A. Buethe CMC MPA

*City Clerk
City of La Vista
8116 Park View Boulevard
La Vista NE 68128
Phone: (402) 331-4343
Fax: (402) 331-4375
pbuethe@cityoflavista.org*

Accountability · Integrity · Public Service

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**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

RECEIVED

MAR 22 2018

NEBRASKA LIQUOR
CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Steven G. Ranum

Name of Registered Agent:

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
JSV, LLC

LLC Address: **7842 North 151st Street**

City: **Bennington** State: **NE** Zip Code: **68007**

LLC Phone Number: **714-742-9475** LLC Fax Number: **N/A**

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: **Patel** First Name: **Vikram** MI: **K.**

Home Address: **7842 North 151st Street** City: **Bennington**

State: **NE** Zip Code: **68007** Home Phone Number: **714-742-9475**


Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of **Douglas**

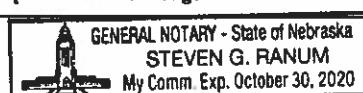
The foregoing instrument was acknowledged before me this

March 22, 2018

by **Vikram Patel**

name of person acknowledge

Affix Seal



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Patel First Name: Vikram MI: K.

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): Hetal V. Patel

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 33.3%

Last Name: Patel First Name: Saumil MI: J.

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): Shivani S. Patel

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 33.3%

Last Name: Patel First Name: Bharatkumar MI: C.

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): Jagruti B. Patel

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 33.3%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January 1st Ending Date: December 31st

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #: _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

MAR 22 2018

**NEBRASKA LIQUOR
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in **any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.


Signature of NON-PARTICIPATING SPOUSE

Hetal V. Patel

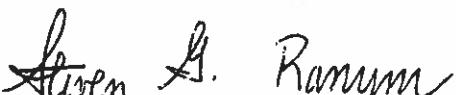
Print Name

State of Nebraska, County of Douglas

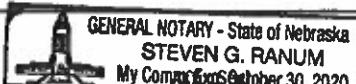
The foregoing instrument was acknowledged before me
this 20th day of March, 2018 (date)

by Hetal V. Patel

Name of person acknowledged
(Individual signing document)


Steven G. Ranum

Notary Public Signature




Signature of APPLICANT

Vikram Patel

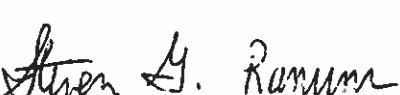
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 22nd day of March, 2018 (date)

by Vikram Patel

Name of person acknowledged
(Individual signing document)


Steven G. Ranum

Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

MAR 22 2018

**NEBRASKA LIQUOR
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Shivani Patel
Signature of NON-PARTICIPATING SPOUSE

Shivani S. Patel

Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 20th day of March, 2018 (date)

by Shivani S. Patel

Name of person acknowledged
(Individual signing document)

Steven G. Ranum

Notary Public Signature



GENERAL NOTARY - State of Nebraska
STEVEN G. RANUM
My Commission Exp. October 30, 2020

Saumil J. Patel
Signature of APPLICANT

Saumil J. Patel

Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 20th day of March, 2018 (date)

by Saumil J. Patel

Name of person acknowledged
(Individual signing document)

Steven G. Ranum

Notary Public Signature



GENERAL NOTARY - State of Nebraska
STEVEN G. RANUM
My Commission Exp. October 30, 2020

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

MAR 22 2018

**NEBRASKA LIQUOR
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

J.B. Patel
Signature of NON-PARTICIPATING SPOUSE

Jagruti B. Patel
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 20th day of March, 2018 (date)

by Jagruti B. Patel
Name of person acknowledged
(Individual signing document)

Steven G. Ranum

Notary Public Signature



Bharat Patel
Signature of APPLICANT

Bharat Kumar C. Patel
Print Name

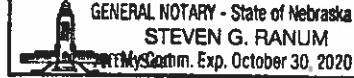
State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 20th day of March, 2018 (date)

by Bharat Kumar C. Patel
Name of person acknowledged
(Individual signing document)

Steven G. Ranum

Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

MAR 22 2018

**NEBRASKA LIQUOR
CONTROL COMMISSION**

**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE
PROCESSED**

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a member or corporate officer, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who will not participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. Be sure to complete both halves of this form.
- Need not answer question #1 of the application

Spouse who will participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not required**

BARCODE

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: JSV, LLC

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: JD's Liquor Locker

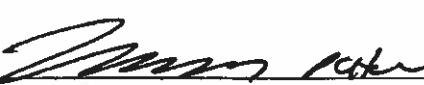
Premise Street Address: 8052 South 84th Street

City: La Vista County: Sarpy Zip Code: 68128

Premise Phone Number: 402-339-1634

Premise Email address: vikram1880@yahoo.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below. PLEASE PRINT CLEARLY

Last Name: Patel

First Name: Saumil

MI: J.

Home Address: 6015 South 191st Terrace

City: Omaha

County: NE

Zip Code: 68135

Home Phone Number: _____

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Kadi, India

Email address: _____

Are you married? (If yes, complete spouse's information) (Even if a spousal affidavit has been submitted)

YES

NO

Spouse's information

Spouse's Last Name: Patel

First Name: Shivani

MI: S.

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____

Place Of Birth: Ahmedabad, India

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT _____ SPOUSE _____

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Ahmedabad, India	2008	2013	Omaha, NE	2008	Present
Omaha, NE	2013	Present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
8/10/2015	Present	Ralston Management Group	N/A (Saumil is supervisor)	402-690-5016
12/2013	4/10/15	First Data	Mike Shannon	866-282-8643

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

Food Mart; License # 113942; 8204 Harrison Street, Ralston, NE 68128

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 3/21/2018 Name on Certificate: Saumil Patel

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Saumil J. Patel	03/2018	Nebraska Alcohol Server/Seller Certification

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Saumil J. Patel	8/10/2015	Food Mart (Ralston Management Group, LLC); 8204 Harrison Street, Ralston, NE 68128

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

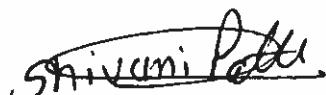
The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.



Signature of Manager Applicant

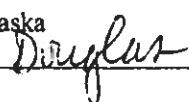


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of



The foregoing instrument was acknowledged before me this

20th and 22nd of March, 2018

date

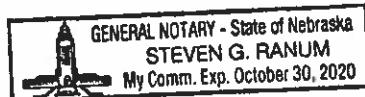
by Shivani. Patel (on 3/20/18) and Saumil Patel (on 3/22/18)

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 15, 2018 AGENDA

Subject:	Type:	Submitted By:
COUNCIL POLICY STATEMENT	◆ RESOLUTION	KEVIN L. POKORNY
EMPLOYEE PERFORMANCE MANAGEMENT	ORDINANCE RECEIVE/FILE	DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to amend the Council Policy Statement regarding the Employee Performance Management Program.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

The City currently has a Council Policy Statement regarding Employee Performance Management Policy. A proposed performance management policy is attached for your consideration. Major change to the City's current policy is the language from "Introductory Period" to "Probationary Period". The City's Personnel Rules and Regulations refers to Probationary Period. Therefore for consistency in language, it is recommended to change the language in the Council Policy Statement to "Probationary Period".

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,
NEBRASKA, APPROVING AN AMENDMENT TO A COUNCIL POLICY STATEMENT.**

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement entitled "Employee Performance Management Program" was established and an amendment is recommended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve a the amendment Council Policy Statement entitled "Employee Performance Management Program" and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
COUNCIL POLICY STATEMENT

Employee Performance Management Policy

Issued: February 16, 2016
Resolution No. 16-014

Amended:
Resolution:

Purpose

The City's Performance Management Program is designed to foster a dialogue between managers and employees throughout the year in support of the City of La Vista's objectives and goals.

Objectives

The primary objectives of the performance management process are to:

1. Ensure employees perform work that accomplishes the business needs of the City of La Vista.
2. Ensure the employee is clearly aware of the performance measures and results expected for the job; including goals as prescribed.
3. Confirm employees receive ongoing feedback about how effectively they are performing relative to expectations.
4. Continually monitor employee's progress and communicate any ongoing issues to assist the employee in aligning performance with the expected outcomes for the job.
5. Acknowledge and address employee performance that does not meet expectations.
6. Assign salary increases that are consistent with the employee's performance.

Applicability

The Performance Management program shall apply to all employment positions in the City with the following exclusions:

- a. Any temporary employment position such as seasonal positions.
- b. Any employment position covered by an express employment contract, except to the extent otherwise provided in the contract.

Provisions

1. Annual Performance Management Process

The City Administrator or his/her designated representative shall be responsible for administering the Performance Management Program according to the following process:

Annual Performance Cycle April 1 through March 31	
Expectation-Setting (By April 30)	<p>By April 30 of each year, the supervisor and the employee will meet to discuss goals (if applicable) and expectations for the upcoming evaluation period. (This discussion can also take place as part of the annual evaluation which occurs in March.)</p> <p>Employees should understand the application of the City's core values to their job, the additional job-related competencies and performance goals (if applicable) as the components they will be evaluated on.</p> <p>Discussion should be documented on the Assessment Meetings Form. Goals should be documented on the Performance Evaluation Form, which will be launched on April 1st of each year.</p>
1 st Quarter Assessment (April-June)	<p>By June 30 the supervisor and employee will meet to discuss the employee's overall performance progress.</p> <p>Discussion should be documented on the Assessment Meetings Form.</p>
2 nd Quarter Assessment (July-September)	<p>By September 30 the supervisor and employee will meet to discuss the employee's overall performance progress.</p> <p>Discussion should be documented on the Assessment Meetings Form.</p>
3 rd Quarter Assessment (October-December)	<p>By December 31 the supervisor and employee will meet to discuss the employee's overall performance progress.</p> <p>Discussion should be documented on the Assessment Meetings Form.</p>
4 th Quarter – Annual Evaluation	<p>By February 1 employee completes the Performance Summary Form and submits it to the supervisor.</p> <p>By March 31 the supervisor completes the annual performance evaluation and meets with each employee.</p>

Prior to the completion of the annual performance evaluation, employees will be required to complete a Performance Summary, which shall be considered by the supervisor. This opportunity is meant to provide for open communication between the employee and the supervisor on measurements of performance.

Direct supervisors are responsible for completing employee performance evaluations. The performance evaluation shall be reviewed and approved by additional department/division supervisors, if appropriate, as well as the Department Head before presenting to the employee. After the evaluation is presented to the employee a Personnel Action Form (PAF) shall be completed and sent to Human Resources.

2. *Performance Evaluation Appeal Process*

The City believes that managers and supervisors are in the best position to evaluate an employee's work performance and work behavior. For this reason, Human Resources will not attempt to substitute its judgment for the supervisor's unless an employee can demonstrate that the evaluation was arbitrary, capricious, illegally discriminatory or not factual based on solid data. The appeal process can still be helpful, however because it involves a neutral third party who can help to facilitate a better understanding or resolve a dispute between an employee and a supervisor.

An employee who is dissatisfied with his or her performance evaluation should request a follow-up meeting with his/her supervisor within 10 days of receiving the evaluation to discuss the evaluation candidly, express any disagreements the employee may have with the review and provide additional information/documentation to support his/her case.

If the employee still disagrees with his/her evaluation after follow-up discussion with the supervisor, the employee may submit a formal, written appeal to the Department Head within 10 days of the follow-up meeting with the supervisor. If the supervisor is the Department Head, the written appeal should be submitted to the Department Head's immediate supervisor. The appeal must include (1) a written memo stating the employee's intent to appeal and listing the specific parts of the evaluation with which the employee disagrees, explaining the nature and extent of the disagreement; (2) a copy of the performance evaluation with the employee's comments; and (3) any relevant supporting documentation.

The Department Head will review and respond in writing to the employee within 10 days of receiving the appeal.

If the employee continues to disagree with their performance evaluation, he/she may then appeal to Human Resources within 10 days. The appeal must include all of the information submitted on appeal to the Department Head and the Department Head's written response.

Human Resources' response to appeals of an employee performance evaluation may include some or all of the following actions:

- a. Review the evaluation, appeal, and supporting documentation.
- b. Contact the employee and/or the supervisor to obtain clarification or additional information.
- c. Contact the Department Head to obtain clarification or additional information.
- d. Collect additional information from other relevant sources.
- e. Make a decision and inform the employee in writing with a copy to the supervisor and the Department Head. If applicable, take any necessary action to implement the decision.

Human Resources shall present a final recommendation to the City Administrator for approval within 20 days of receiving the appeal. The City Administrator shall make a determination within 10 days of receiving the recommendation. This decision shall be final.

The time limits stated in the appeal process are directory and every reasonable effort shall be made to comply with them, but they shall not be considered or interpreted to be jurisdictional. The failure of any of the parties to meet any of such deadlines and timelines shall not eliminate the parties' responsibility to comply with the intent of the process. However, if an employee who is dissatisfied with his/her performance evaluation has not taken the initial step to request a follow up meeting with their supervisor prior to the next quarterly performance assessment, the evaluation will stand as presented.

3. ***Performance Ratings***

The City's performance evaluation system is based on the following rating scale:

Exceptional – Consistently demonstrates the highest level of performance of a quality and/or quantity that provides superior results and makes additional contributions and suggestions. This rating is reserved for employees who continue to stand out in every area or for those who have consistently gone above and beyond standard expectations on their goals, competencies and the City's organizational values to achieve the highest level of results.

Note: Receipt of the "Exceptional" level of overall performance rating is rare and should be reserved for only those employees that routinely out perform all others, or where circumstances during the evaluation period allowed an employee to truly distinguish him/herself. Employees receiving this rating would typically be a small percentage of the total workforce.

Excels– Frequently demonstrates high levels of performance in terms of quality and/or quantity and makes contributions that are above and beyond what is expected. It is appropriate for employees who have achieved and frequently exceeded expectations on their goals, competencies and the City's organizational values. This rating is an indication that performance expectations have been exceeded on a frequent basis.

Successful – Is successful in meeting job expectations, performing all duties in a manner that meets performance standards established for the job. Makes ongoing contributions and is dependable.

Needs Improvement – Performance is clearly below the minimum standards of the position. Immediate improvement is required.

Note: Any employee who receives a performance evaluation with an overall rating of “Needs Improvement” will be placed on a Performance Improvement Plan (PIP) for a minimum of 90 days. A PIP is a document that may include, but is not limited to, levels of performance that must be achieved to obtain a “Successful” rating, current performance deficiencies, support that may be provided by the department or City, actions the employee must take to address the performance deficiencies, and a timeline for completion of the actions. If the employee’s performance does not improve, the employee will be subject to termination.

These ratings are applied to each of the competencies, as well as to an overall summary rating.

4. ***Performance Competencies***

All employees, regardless of level in the organization, will receive a rating and objective feedback on the City's three organizational values:

a. Accountability

Accept responsibility for job performance, decisions, actions, behavior, and the resources entrusted to you.

b. Integrity

Keep your word, honor your commitments, practice loyalty and doing what is right.

c. Public Service

Provide high quality service through communications, teamwork, and professionalism. Practice courtesy and respect at all times.

In addition to the organizational values described above, additional job-specific competencies may be rated.

5. ***Performance Goals***

All employees at the manager level and above will be assigned SMART goals (specific, measurable, attainable, realistic, time-oriented), during the Expectation Setting meeting. Goals will factor into the employee's overall rating and should be clearly linked to a goal in the City's strategic plan. Establishment of goals for supervisors and individual contributors will be an option that will be decided at the department level.

6. ***Introductory Probationary Period***

Employees in their introductory-initial probationary period will begin receiving feedback on a quarterly basis. In order to incorporate new hires into the evaluation and pay increase cycles, the initial evaluation period will vary from 7-18 months depending upon start date. However, employees will be eligible for a pay increase at the conclusion of the introductory-initial probationary period. Pay increases will only be given during the introductory-initial probationary period when the ranges are adjusted in order to keep an employee within the range for their position.

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

Subject:	Type:	Submitted By:
COUNCIL POLICY STATEMENT EMPLOYEE COMPENSATION – PAY FOR PERFORMANCE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to amend the Council Policy Statement regarding Employee Compensation – Pay for Performance.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

The City current Council Policy Statement regarding Pay for Performance outlines the Council to approve a pay matrix annually. The City currently prepare a biennium budget. Therefore, the amended Council Policy Statement is in line with the Council's direction in preparing a biennium budget. A proposed Employee Compensation policy is attached for your consideration, which outlines the compensation process.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AMENDMENT TO A COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement entitled "Employee Compensation – Pay for Performance" was established and an amendment is recommended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the amendment Council Policy Statement entitled "Employee Compensation – Pay for Performance" and do further hereby direct the distribution of said amended Council Policy Statement to the appropriate City Departments.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
COUNCIL POLICY STATEMENT**

Employee Compensation – Pay for Performance

Issued: April 19, 2016
Resolution No. 16-041

Amended:

Resolution No.

Purpose

The City's Pay for Performance compensation program is designed to attract, retain, motivate and reward qualified employees who demonstrate a commitment to the City of La Vista, Nebraska and its mission through the payment of financial compensation that is commensurate with the employee's ability, responsibility and contribution toward the City's goals.

Objectives

The primary objectives are to:

1. Maintain internal equity by evaluating jobs to assure that a position's duties and responsibilities and the required skills, experience, and education are valued fairly as compared to others within the organization.
2. Ensure external competitiveness by developing and maintaining compensation levels that reflect current market rates of pay.
3. Promote a pay for performance philosophy by providing incremental pay increases that distinguish between levels of performance.
4. Ensure that compensation actions comply with federal, state and local legal requirements.
5. Provide employees with information on the compensation process, the overall pay structure and current market pay for each position.
6. Provide flexibility to allow the system to remain responsive to changes in the marketplace, the organization and the economic conditions within our industry.

Applicability

The Pay for Performance program shall apply to all employment positions in the City with the following exclusions:

1. Employment positions covered as part of a collective bargaining agreement, except to the extent otherwise provided in the agreement.
2. Any temporary employment position such as seasonal positions.
3. Any employment position covered by an express employment contract, except to the extent otherwise provided in the contract.

Provisions

The City Administrator or his/her designated representative shall be responsible for administering the Pay for Performance program according to the following provisions:

1. Salary Ranges

Salary ranges will be established for each class of positions and shall be approved by the Governing Body as part of the annual Compensation Ordinance. Each range will be defined by minimum and maximum salary amounts. The range defines the pay opportunities for the class of positions.

The Governing Body shall annually consider adjustments to the salary ranges. Recommendations for adjustments to the salary ranges shall be based on information compiled from multiple sources including but not limited to national surveys conducted by the Society for Human Resource Management (SHRM) or Workforce Management, the U.S. Bureau of Labor Statistics, World at Work, and the Consumer Price Index. Additionally, the City of La Vista will conduct a market study every three years for all positions covered by the pay for performance program to ensure market comparability. Every five years position descriptions will be reviewed to maintain internal equity and relevancy.

Adjustments to the salary ranges do not increase employee pay, but do increase the range maximum. Upon implementation of a salary range adjustment all ranges are adjusted upward. Any employee who is below the minimum after a salary range adjustment will be moved to the new minimum.

2. Starting Salaries

New employees in positions that are part of the Pay for Performance program shall be hired at the minimum of the pay range in which the position is classified. However, a Department Head, with the approval of the Human Resources Department, can recommend to the City Administrator that an exceptionally well-qualified applicant be employed above the minimum, not to exceed the mid-point of the range. The City Administrator shall approve any appointment above the entry level salary. (In accordance with the provisions of the City Personnel Policy and Procedures Manual, the City Administrator may approve a starting rate of compensation above the mid-point of the position grade range in exceptional circumstances.)

3. Performance Appraisals and Performance Pay

Salary increases will be based exclusively on the outcome of the employee's annual performance appraisal, which recognizes the extent to which the

employee demonstrates the city's core values of Accountability, Integrity, and Public Service, as well as demonstration of additional job-related competencies and performance goals if applicable. As salary increases are dependent upon the performance appraisal, it shall be the responsibility of supervisors to complete an accurate and honest evaluation on employees supervised.

Recommended salary adjustments shall be one of the following:

- a) A salary increase in an amount commensurate with the corresponding level of performance, consistent with the Council-adopted pay for performance matrix,
- b) Maintain the current rate of pay, or
- c) Reduction of current salary.

4. ***Performance Pay Increases***

Employees may be considered for performance pay increases each year as part of their annual performance appraisal according to the following:

- a) An employee ~~whose position is categorized as "Operations" or "Supervisor"~~ shall be eligible to receive a merit increase based on their overall performance rating and the corresponding percentage for that rating as set out in the Council-adopted pay for performance matrix.
- b) ~~An employee whose position is categorized as "Manager" shall be eligible to receive an annual base factor increase based on their overall performance rating of Successful, Excels, or Exceptional. The base factor will be established by the Governing Body.~~
- c) ~~In addition to the base factor increase, Managers shall be eligible for an annual one time payout as outlined in the Council-adopted pay for performance matrix based on goal achievement.~~
- d) Managers who receive an overall performance rating of Needs Improvement are not eligible for a salary increase.

The Governing Body shall annually determine the amount of ~~the base factor~~ and the performance pay matrix for salary increases subject to the City's overall financial state. The goal is to appropriately reward and recognize the employees for the overall appraisal rating.

Exceptions:

- a) Employees in their ~~introductory initial probationary~~ period will not be eligible for a pay increase until the conclusion of said period. Pay increases will only be given ~~during the introductory period initial probationary period~~ when the ranges are adjusted in order to keep an employee within the range for their position.

Employee salaries shall be maintained within the range established for the position classification they currently hold to include employees in their ~~introductory initial probationary~~ period. Employees whose salary is at the

maximum of the pay range may receive additional compensation above the top of the range in an amount corresponding to the pay matrix established by the Governing Body for that year as a one-time increase that does not calculate into the employee's base salary for subsequent years.

5. ***Other Pay Rate Adjustments***

The following actions shall affect the pay status of an employee in the manner provided:

- a) Transfer: When an employee is transferred to a different position within the same pay classification, the employee shall continue to receive the same salary.
- b) Promotion: When an employee who meets all established requirements is promoted to a position in a higher pay classification, the employee's salary shall be advanced to the minimum level of the new pay range. If the employee's rate of pay prior to promotion was equal to or greater than the minimum of the new range, the employee shall be advanced to a level which would provide at least the equivalent of a five (5) percent increase.
- c) Demotion: Upon demotion an employee may receive a decrease in pay. It shall be the responsibility of the City Administrator or his/her designated representative to determine the amount of the pay decrease, if any.
- d) Temporary: When an employee fills a position in a higher pay range, the employee may be advanced to at least the minimum level of that pay range or to a level which would provide at least the equivalent of a five (5) percent increase for the duration of the substitution. If an employee takes on additional assignments in the absence of another employee, the employee's manager can recommend a temporary salary increase not to exceed three (3) percent, for the duration of the absence. For positions covered by an express employment contract, the provisions of the contract shall apply.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 15, 2018 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE PLOTTER/SCANNER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG CITY PLANNER

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) HP DesignJet T2530 36-in PostScript® Multifunction Printer from A&D Technical Supply Co, Inc., 4320 S 89th St. Omaha, NE 68127 for an amount not to exceed \$7,940.00.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

The plotter used by the Community Development Department is broken and are getting hard to find. The plotter was originally purchased in 2004 and is frequently utilized by multiple departments to print various large format documents including maps and event posters. The quote created by A&D Technical Supply Co. includes the purchase of the plotter, delivery, and installation.

As part of the Records Management Project, funds were budgeted for a new plotter/scanner to save larger documents into the new system with the scanning resolution required by the State for records retention. This project will be completed in FY18.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) HP DESIGNJET T2530 36-IN MULTIFUNCTION PRINTER FROM A&D TECHNICAL SUPPLY CO, INC., OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$7,940.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of equipment 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) HP DesignJet T2530 36-in Multifunction Printer from A&D Technical Supply Co, Inc, Omaha Nebraska in an amount not to exceed \$7,940.00.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



A&D TECHNICAL SUPPLY CO., INC.
4320 SO. 89TH STREET
OMAHA NE 68127
402-592-4950
800-228-2753

Page	1	Q U O T E
Quote Number	0000002380	
Date	5/9/2018	1:28:10PM
PO Number	CHRIS SOLBERG	
Customer	0000006823	
Resale Number		

Bill To:

LA VISTA\CITY OF
8116 PARK VIEW BLVD
LA VISTA NE 68128

Ship To:

LA VISTA\CITY OF
8116 PARK VIEW BLVD
LA VISTA NE 68128

Project:				Ordered By: CHRIS SOLBERG					
Sales Rep: TIM BOWES			Ship Via: DEL	Terms: NET 30 DAYS					
Num	Num	Qty/ Orig	Prints	Item Code	Description	Sq Feet	Sq Feet Total	Price	Amount
1	HWP-L2Y26A	T2530 PS PRINTER/SCANNER QUOTE PRICE \$8,450.00 LESS \$1,500.00 TRADE IN REBATE WITH SUBMISSION OF SERIAL PLATE AND MOTHERBOARD NOTE: THERE IS AN ADDITIONAL CHARGE FOR COMPLETE REMOVAL OF TRADE IN PRINTER					7,450.0000		7,450.00
1	006-			INSTALLATION			490.0000		490.00

Sub-Total	Discount	Freight	Sales Tax	Paid at POS	Balance Due
7,940.00					7,940.00