

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 3, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PARTIAL ACQUISITION CONTRACT		
SUPPLEMENTAL SERVICES	◆ RESOLUTION	JOHN KOTTMANN
CITY PARKING DISTRICT ACCESS	ORDINANCE	CITY ENGINEER/ASSISTANT
IMPROVEMENTS-AUTHORIZE AGREEMENT	RECEIVE/FILE	PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a partial Acquisition Contract with Pinnacle Bank to acquire a portion of Lot 1, Southport East Replat Three (661.87 square feet) for additional right of way to widen Southport Parkway at its intersection with Giles Road in an amount not to exceed \$10,600.

**FISCAL IMPACT**

The FY 16 Capital Improvement Program provides funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

The Capital Improvements Program includes project PWST-16-002 for the construction of the City Parking Lot Service Road. The design work for this project, as well as previous traffic impact studies, identified that intersection improvements at two existing intersections are also needed to accommodate ongoing development in the Southport area. This includes intersection improvements at the Southport Parkway and Westport Parkway intersection as well as the Southport Parkway and Giles Road intersection. These intersection improvements involve signal modifications as well as some property rights to allow widening of pavement. A small land acquisition is needed in front of Pinnacle Bank on Southport Parkway to allow for a dual right-turn lane to be constructed.

The compensation was based on an appraisal prepared by Giff Property Services. A Partial Acquisition Contract has been signed by Pinnacle Bank and is ready for execution by the City.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PARTIAL ACQUISITION CONTRACT WITH PINNACLE BANK TO ACQUIRE A PORTION OF LOT 1, SOUTHPORT EAST REPLAT THREE FOR ADDITIONAL RIGHT OF WAY TO WIDEN SOUTHPORT PARKWAY AT ITS INTERSECTION WITH GILES ROAD IN AN AMOUNT NOT TO EXCEED \$10,600.

WHEREAS, the City Council of the City of La Vista has determined that said partial acquisition of right of way to widen Southport Parkway at its intersection with Giles Road; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the City Administrator to execute a partial acquisition contract with Pinnacle Bank to acquire a portion of Lot 1, Southport East Replat Three for additional right of way to widen Southport Parkway at its intersection with Giles Road in an amount not to exceed \$10,600.

PASSED AND APPROVED THIS 3RD DAY OF MAY, 2016

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

ATTEST:

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

## STATE OF NEBRASKA

LOCAL POLITICAL SUBDIVISION  
PARTIAL ACQUISITION CONTRACT - CORPORATION

## Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project.: Southport Pkwy Turn Lane  
 Control No.: PWST 16-002  
 Tract No.: 1

THIS CONTRACT, made and entered into this 11th day of APRIL, 2016,  
 by and between, PINNACLE BANK  
 organized and existing under and by virtue of the laws of the State of Nebraska  
 Address: 1200 Golden Gate Drive, Papillion, Nebraska 68046  
 hereinafter called the OWNER, and the CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

## RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described in:

## SEE ATTACHED EXHIBIT "A"

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>661.87</u>	SF at	\$	<u>14.50</u>	per SF	\$	<u>9,597.00</u> ®
Approximately		acres at	\$		per acre	\$	
Approximately		acres at	\$		per acre	\$	
Moving and replacing approximately		rods of fence at	\$		per rod	\$	
Moving and replacing approximately		rods of fence at	\$		per rod	\$	
Other Damages: <u>Two Trees @ \$300.00 each</u>						\$	<u>600.00</u>
		<u>Lawn sprinkler repairs</u>				\$	<u>400.00</u>
						<b>TOTAL</b>	<b>\$ 10,600.00</b> ®

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

OWNER: PINNACLE BANK

BY

RL Abbott - Market President

ATTEST

John P. H. H.

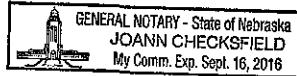
CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS

Dated this 11<sup>th</sup> day of April, 2016, before me, a General Notary Public duly commissioned and qualified, came Brad ECKHOFF, the duly authorized representatives of PINNACLE BANK a NEBRASKA Corporation, who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

(S E A L)



NOTARY PUBLIC

John Checksfield

BUYER: CITY OF LA VISTA NEBRASKA

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

STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

(S E A L)

NOTARY PUBLIC

City of La Vista - Southport Pkwy Turn Lane Project, at Giles Road

Tract Drawing

