



## CITY OF LA VISTA

### CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO DENNIS IVERSON, of the La Vista Public Works Department, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Dennis Iverson, has served the City of La Vista since May 20, 1996, and

WHEREAS, Dennis Iverson'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 Dennis Iverson on behalf of the City of La Vista for 15 years of service to the City.

DATED THIS 7TH DAY OF JUNE, 2011.

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Douglas Kindig, Mayor

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Ronald Sheehan  
Councilmember, Ward I

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Brenda L. Carlisle  
Councilmember, Ward I

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Mike Crawford  
Councilmember, Ward II

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Terrilyn Quick  
Councilmember, Ward II

\_\_\_\_\_  
Mark D. Ellerbeck  
Councilmember, Ward III

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Alan W. Ronan  
Councilmember, Ward III

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Kelly R. Sell  
Councilmember, Ward IV

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Anthony J. Gowan  
Councilmember, Ward IV

ATTEST:

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





**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO DAVID KARLSON of the La Vista Recreation Department, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, David Karlson, has served the City of La Vista since June 3, 1996, and

WHEREAS, David Karlson'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 David Karlson on behalf of the City of La Vista for 15 years of service to the City.

DATED THIS 7TH DAY OF JUNE, 2011.

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Douglas Kindig, Mayor

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Ronald Sheehan  
Councilmember, Ward I

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Brenda L. Carlisle  
Councilmember, Ward I

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Mike Crawford  
Councilmember, Ward II

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Terrilyn Quick  
Councilmember, Ward II

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Mark D. Ellerbeck  
Councilmember, Ward III

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Alan W. Ronan  
Councilmember, Ward III

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Kelly R. Sell  
Councilmember, Ward IV

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Anthony J. Gowan  
Councilmember, Ward IV



ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO MARY ALEX, of the La Vista Administration Department, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Mary Alex, has served the City of La Vista since June 5, 2006, and

WHEREAS, Mary Alex'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 Mary Alex on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 7TH DAY OF JUNE, 2011.

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Douglas Kindig, Mayor

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Ronald Sheehan  
Councilmember, Ward I

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Brenda L. Carlisle  
Councilmember, Ward I

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Mike Crawford  
Councilmember, Ward II

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Terrilyn Quick  
Councilmember, Ward II

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Mark D. Ellerbeck  
Councilmember, Ward III

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Alan W. Ronan  
Councilmember, Ward III

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Kelly R. Sell  
Councilmember, Ward IV

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Anthony J. Gowan  
Councilmember, Ward IV



ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING May 17, 2011

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 3, 2011. Present were Councilmembers: Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Absent: Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Deputy City Clerk Garrod, Assistant Library Director Linhart, Police Chief Lausten, Fire Chief Uhl, Finance Director Lindberg, Community Development Director Birch, Public Works Director Soucie, Public Buildings and Grounds Director Archibald, and Recreation Director Stopak.

A notice of the meeting was given in advance thereof by publication in the Times on May 5, 2011. 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 and led the audience in the pledge of allegiance.

Mayor Kindig made an announcement regarding the agenda policy statement providing for an expanded opportunity for public comment on the agenda items

### SERVICE AWARDS – STEVE BRAND – 25 YEARS: MIKE RICHARDSON – 5 YEARS

Mayor Kindig recognized Steve Brand for 25 years of service to the City, and Mike Richardson for 5 years of service to the City.

### APPOINTMENT – BOARD OF ADJUSTMENTS – RE-APPOINT DEAN PAULSEN – 3 YEAR TERM

Mayor Kindig stated that with the approval of Council Mayor Kindig would like to make the following reappointment: Board of Adjustments –Dean Paulsen – 3 year term. Councilmember Crawford motioned the approval of the Board of Adjustment reappointment, seconded by Councilmember Sheehan. Councilmembers voting aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: Sell. Motion carried.

#### A. CONSENT AGENDA

- 1.APPROVAL OF THE AGENDA AS PRESENTED
- 2.APPROVAL OF CITY COUNCIL MINUTES FROM MAY 3, 2011
- 3.APPROVAL OF PLANNING COMMISSION MINUTES FROM FEBRUARY 17, 2011
- 4.APPROVAL OF PLANING COMMISSION MINUTES FROM APRIL 21, 2011
- 5.APPROVAL OF LIBRARY ADVISORY BOARD MINUTS FROM MARCH 10, 2011
- 6.MONTHLY FINANCIAL REPORT – APRIL
- 7.PAY REQUEST – MULLEN & MULLEN ATTORNEYS AT LAW – PROFESSIONAL SERVICES - \$12426.51
- 8.PAY REQUSSET NO. 1 ANDERSON EXCAVATING CO. DEMOLITION SERVICES – THOMPSON CREEK PROJECT - \$57316.40
- 9.PAY REQUEST – MIDWEST RIGHT OF WAY SERVICES, INC – PROFESSIONAL SERVICES - \$1,700.00
- 10.APPROVAL OF CLAIMS

Councilmember Carlisle made a motion to approve the consent agenda. Seconded by Councilmember Gowan. Councilmember Sheehan reviewed the claims for this period and reported that he found everything to be in order. Councilmembers voting aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Gowan and Ellerbeck. Nays: None. Abstain: None. Absent: Sell. Motion carried.

3E-ELECTRICAL ENG., bld&grnds	46.27
A.S.P. ENTERPRISES, bld&grnds	40.00
AA WHEEL & TRUCK SUPPLY, maint.	108.69
AAT, supplies	4766.00
ACTION BATTERIES, services	56.85

# MINUTE RECORD

No. 729—REFFIELD & COMPANY, INC., OMAHA

May 17, 2011

KAR SIM KENNEL, services	48.00
KIRCHER, M., refund	15.00
KRIHA FLUID POWER, maint.	297.03
LAUGHLIN, KATHLEEN A, TRUSTEE	648.00
LEAGUE ASSN OF RISK MGMT, ins.	78.00
LIFE ASSIST, supplies	499.60
LINCOLN NATIONAL LIFE INS CO	9177.65
LOCATE, dues	50.00
LOGAN CONTRACTORS SUPPLY, maint	285.35
LOU'S SPORTING GOODS, supplies	2993.51
MARTIN MARIETTA, maint.	272.86
MAT, services	598.00
MCC, utilities	12842.65
MUD, utilities	382.39
MIDLANDS LIGHTING & ELECTRIC, maint.	26.32
MID-STATES UTILITY TRAILER, maint.	269.24
MIDWEST RIGHT OF WAY SVCS, services	680.00
MIDWEST TAPE, maint.	33.98
MIDWEST TURF & IRR., bld&grnds.	166.65
NE DEPT OF MOTOR VEHICLE, supplies	6.60
NE DEPT OF ROADS, construction costs	43638.00
NE LANDSCAPE SOLUTIONS, supplies	1791.80
NE LIBRARY COMM., books	1403.60
NE TITLE COMPANY, services	97548.00
NE TURF PROD., supplies	360.00
NEXTEL COMM., phone	484.06
NUTS AND BOLTS, maint.	2.34
OFFICE DEPOT, supplies	940.52
OMAHA COMPOUND, supplies	239.97
OPPD, utilities	42453.52
OMNIGRAPHICS, books	81.85
ON YOUR MARKS, services	862.89
PAPILLION SANITATION, services	304.11
PAPIO-MO RVR NRD, misc.	5000.00
PAYLESS OFFICE PROD., supplies	187.26
BUETHE, P., petty cash	100.76
PREMIER-MIDWEST BEV., concession	430.80
PUBLIC AGENCY TRAINING CNCL., training	250.00
QUALITY BRANDS, concessions	719.95
QWEST, phone	132.09
READY MIXED CONCRETE, maint.	280.25
RECORDED BOOKS, books	426.75
REGAL AWARDS, misc.	38.59
ROSE EQUIPMENT, maint.	298.41
SAM'S, concessions	744.53
SAPP BROS, supplies	967.68
SARPY COMMUNITY YMCA, training	50.00
SARPY COUNTY LANDFILL, services	56.43
SARPY COUNTY REG. OF DEEDS, service	236.00
SHANK, C., services	16.00
SOLBERG, C., travel	1048.36
SUPERIOR VISION	351.36
TED'S MOWER SALES & SERVICE, maint.	10.53
THOMPSON DREESSEN DORNER, services	752.25
TORNADO WASH LLC, maint.	165.00
TRACTOR SUPPLY, maint.	221.32

# MINUTE RECORD

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

May 17, 2011

## 2. ORDINANCE AMEND SECTION 7.01.05 SIGNS

Councilmember Carlisle introduced and moved for adoption of Ordinance 1145 entitled: AN ORDINANCE TO AMEND SECTION 7.01.05 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 7.01.05 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Carlisle moved that the statutory rule requiring reading on three different days be suspended. Councilmember Ellerbeck seconded the motion to suspend the rules and upon roll call vote on the motion the following Councilmembers voted aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: Sell. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Carlisle moved for final passage of the ordinance which motion was seconded by Councilmember Ellerbeck. The Mayor then stated the question, "Shall Ordinance No. 1145 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: Sell. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## C. AMEND ZONING TEXT SECTION 7.05 AND 7.06 OFF-STREET PARKING

At 7:21 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on Zoning Text Amendment – Section 7.05 and 7.06 Off Street Parking. Anyone desiring to comment was asked to keep their comments to three minutes.

At 7:22 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: Sell. Motion carried.

Councilmember Crawford introduced Ordinance No. 1146 entitled: AN ORDINANCE TO AMEND SECTION 7.05 AND SECTION 7.06 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 7.05 AND SECTION 7.06 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Carlisle moved that the statutory rule requiring reading on three different days be suspended. Councilmember Ellerbeck seconded the motion to suspend the rules and upon roll call vote on the motion the following Councilmembers voted aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: Sell. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Carlisle moved for final passage of the ordinance which motion was seconded by Councilmember Ellerbeck. The Mayor then stated the question, "Shall Ordinance No. 1146 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: Sell. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

# MINUTE RECORD

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

May 17, 2011

## 2. RESOLUTION

Councilmember Quick introduced and moved for the adoption of Resolution No. 11-059; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE CALL FOR REDEMPTION OF REFUNDING BONDS, SERIES 2002.

BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska:

Section 1. The following obligations of the City of La Vista, Nebraska in accordance with their option provisions are hereby authorized to be called for redemption on such date as set forth in the Designation of Call Date (as defined below), after which date interest on the bonds will cease:

General Obligation Bonds, Series 2002, originally issued by Sanitary and Improvement District No 214 of Sarpy County, Nebraska, in the principal amount of One Hundred Sixty Thousand Dollars (\$160,000), numbered as shown on the books of the Paying Agent and Registrar, in denomination of \$5,000 each, becoming due and bearing interest as follows:

Principal Amount	<u>Maturity Date:</u>	
	<u>June 1 15,</u>	<u>Interest Rate</u>
\$35,000	2012	5.20%
40,000	2013	5.30
40,000	2014	5.40
45,000	2015	5.50

Said bonds are hereinafter referred to as the "Refunded Bonds."

The Refunded Bonds are currently subject to redemption at any time, at par and accrued interest, and said interest is payable semiannually. The proceeds of the Refunded Bonds were used for the purpose of financing various infrastructure improvements for SID 214, and such Refunded Bonds are obligations of the City by virtue of annexation of SID 214 by the City.

Section 2. The Refunded Bonds are to be paid at the office of First National Bank of Omaha, as paying agent and registrar.

Section 3. The Mayor or Clerk of the City (each, an "Authorized Officer") are each individually hereby authorized at any time on or after the date of this resolution to determine the call date for said Refunded Bonds on behalf of the City and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the City without further action of the Mayor and Council of the City. The Call Date shall be set for any date prior to September 1, 2011, and after such date the Authorized Officers shall have no authority to make any such determination hereunder without further action of the Mayor and Council of the City and this resolution shall be of no further force and effect.

Section 4. A true copy of the Designation of Call Date shall be filed at least thirty days prior to the Call Date with First National Bank of Omaha as Paying Agent for the Refunded Bonds, and said Paying Agent is hereby instructed to mail notice to each registered owner of said bonds not less than thirty days prior to the date fixed for redemption, all in accordance with the ordinance and authorizing the Refunded Bonds.

Seconded by Councilmember Ellerbeck. Councilmembers voting aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: Sell. Motion carried.

# MINUTE RECORD

Said bonds are hereinafter referred to as the "Refunded Bonds."

The Refunded Bonds are subject to redemption at any time on or after April 15, 2011, at par and accrued interest, and said interest is payable semiannually. The proceeds of the Refunded Bonds were used for the purpose of paying the costs of off-street parking facilities in Vehicle Off-Street Parking District No. 1 of the City of La Vista.

Section 2. The Refunded Bonds are to be paid at the office of the Treasurer of the City of La Vista, in La Vista, Nebraska, as paying agent and registrar.

Section 3. The Mayor or Clerk of the City (each, an "Authorized Officer") are each individually hereby authorized at any time on or after the date of this resolution to determine the Call Date for said Bonds on behalf of the City and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the City without further action of the Mayor and Council of the City. The Call Date shall be set for any date prior to September 1, 2011, and after such date the Authorized Officers shall have no authority to make any such determination hereunder without further action of the Mayor and Council of the City and this resolution shall be of no further force and effect.

Section 4. A true copy of the Designation of Call Date shall be filed at least thirty days prior to the Call Date with the Treasurer of the City of La Vista as Paying Agent for the Refunded Bonds, and said Paying Agent is hereby instructed to mail notice to each registered owner of said bonds not less than thirty days prior to the date fixed for redemption, all in accordance with the ordinance and authorizing the Refunded Bonds.

Seconded by Councilmember Carlisle. Councilmembers voting aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Gowan and Ellerbeck. Nays: None. Abstain: None. Absent: Sell. Motion carried.

## 2. ORDINANCE

Councilmember Quick introduced Ordinance No. 1148 entitled: AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS (OFF-STREET PARKING PROJECT), SERIES 2011B, OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION FOUR HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$6,495,000) FOR THE PURPOSE OF PROVIDING FUNDS WHICH WILL PAY AND REDEEM GENERAL OBLIGATION OFF-STREET PARKING BONDS, SERIES 2006, OF THE CITY; DIRECTING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

Councilmember Carlisle moved that the statutory rule requiring reading on three different days be suspended. Councilmember Crawford seconded the motion to suspend the rules and upon roll call vote on the motion the following Councilmembers voted aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: Sell. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Ellerbeck moved for final passage of the ordinance which motion was seconded by Councilmember Gowan. The Mayor then stated the question, "Shall Ordinance No. 1148 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: Sell. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

# MINUTE RECORD

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

May 17, 2011

## H.RESOLUTION - APPROVE NRD INTERLOCAL AGREEMENT THOMPSON CREEK ACQUISITION AND DEMOLITION PROJECT

Councilmember Quick introduced and moved for the adoption of Resolution No. 11-062; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN INTERLOCAL AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT FOR PARTIAL REIMBURSEMENT FOR ACQUISITION AND DEMOLITION OF 24 HOUSES ALONG THE THOMPSON CREEK.

WHEREAS, the City Council of the City of La Vista has determined that the acquisition and demolition of 24 houses along the Thompson Creek is necessary; and

WHEREAS, the FY 10/11 Capital Improvement Program contains funds for this expenditure; and

WHEREAS, the Papio-Missouri River Natural Resources District will reimburse the City 12.5% of the total project costs up to a maximum of \$340,155.00 for acquisition and demolition; and

WHEREAS the NRD Board of Directors approved participation in this project at their February 11, 2011 meeting with payments to be made over a 3-year period; and

WHEREAS the NRD is requesting to enter into an Interlocal Agreement with the City of La Vista,

NOW, THEREFORE, BE IT RESOLVED, that an Interlocal Agreement with the Papio-Missouri River Natural Resources District for partial reimbursement for the acquisition and demolition of 24 houses along the Thompson Creek is approved and that the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

Seconded by Councilmember Carlisle. Councilmembers voting aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Gowan and Ellerbeck. Nays: None. Abstain: None. Absent: Sell. Motion carried.

## I. RESOLUTION – AWARD BID LED TRAFFIC SIGNAL MODULES

Councilmember Gowan introduced and moved for the adoption of Resolution No. 11-063; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO BROWN TRAFFIC PRODUCTS, DAVENPORT, IA FOR LED TRAFFIC SIGNAL MODULES EECBG AWARD NO. 9/10-E062, IN AN AMOUNT NOT TO EXCEED \$31,874.75.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of existing lamps with LED traffic signal modules is necessary; and

WHEREAS, the FY 10/11 General Fund Budget contains funds for this expenditure; and

WHEREAS, the City Council authorized the advertisement of bids for LED Traffic Signal Modules on April 19, 2011, and

WHEREAS Brown Traffic Products of Davenport, Iowa, has submitted the low, qualified bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska designate Brown Traffic Products of Davenport, Iowa as the low qualified bidder for LED traffic signal modules EECBG Award No. 9/10-E062, in an amount not to exceed \$31,874.75.

Seconded by Councilmember Crawford. Councilmembers voting aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Gowan and Ellerbeck. Nays: None. Abstain: None. Absent: Sell. Motion carried.

# MINUTE RECORD

No. 729—REFFIELD & COMPANY, INC., OMAHA

May 17, 2011

## COMMENTS FROM MAYOR AND COUNCIL

At 8:10 p.m. Councilmember Carlisle made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Gowan and Ellerbeck. Nays: None. Abstain: None. Absent: Sell. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2011

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

City of La Vista

Park & Recreation Advisory Committee Minutes  
April 20, 2011

A meeting of the Park and Recreation Advisory Committee for the City of LaVista convened in open and public session at 7:00 p.m. on April 20, 2011. Present were Recreation Director Scott Stopak, Assistant Recreation Director David Karlson, Program Coordinator Rich Carstensen, Members Vice-Chairman Pat Lodes, Corey Jeffus, Jeff Kupfer, George Forst. Absent was Member Shannon Wiig.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on April 14, 2011. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated in the advance notice to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

**CALL TO ORDER**

Recreation Director Stopak called the meeting to order.

Seconded by Vice-Chairman Pat Lodes.

Director Stopak led the audience in the Pledge of Allegiance.

Director Stopak made an announcement of the location of the posted copy of the Open Meetings Act for public reference and read the Emergency Procedures Statement.

**A. CONSENT AGENDA**

Director Stopak made the motion to approve the consent agenda. Seconded by Vice-Chairman Pat Lodes. Motion carried.

Director Stopak made a motion to approve the minutes from the March 16, 2011 Advisory Board meeting. Seconded by Member Forst. Motion carried.

**REPORTS FROM RECREATION DIRECTOR AND STAFF**

Program Coordinator Rich Carstensen reported on activities from the Senior Center. In April, the seniors have gone to Stella's Restaurant in Bellevue, and took a trip to Brownville, NE. Twenty seniors enjoyed the trip that took them to visit an art gallery, a renovated depot, the United States only floating bed & breakfast, and Whiskey Creek Winery.

Assistant Director Karlson reported that the Kansas City Barbeque Judging class was held on March 26, with 65 people attending. Karlson stayed with the judges all night at the Community Center and cooked with the competition team.

Karlson also reminded the Board that the annual Easter Egg Hunt will be held on Saturday, April 23 at 10:00 at the La Vista Sports Complex. This year, all four baseball/softball fields will be utilized for the different age groups.

3 yr. old Soccer Clinic has about 14 kids this year! Pat and Danette Lodes are again coaching the parents and kids, and doing a great job. Soccer Academy for 4, 5, 6, & 7 yr. olds began April 5. The academy style is a really good program, with all the kids getting a ball during their practice. It has enabled better learning, and the kids are active at all times. Next year, we may look at having a league for 7 yr. olds who have already played on a team. Flag Football also began two weeks ago.

Vice-Chairman Lodes asked what nights the Senior Softball league is playing. The Nebraska Senior Softball (NSS) is playing on Monday and Wednesday's. Member Kupfer asked about the City's adult softball league, and if it was filled. Stopak said no, they did not fill up, and possibly the reason was the addition of the NSS league utilizing the fields on nights adult softball may have wanted.

Director Stopak informed the Board that Eddie Burns was not longer employed with the City of La Vista. The position has been advertised.

Tree City was awarded the second week of April. This is the 20<sup>th</sup> anniversary that La Vista has been awarded Tree City by the Arbor Day Foundation. Arbor Day is April 29, and this year will be held at Mayors Park at 10:00 a.m. The 4<sup>th</sup> grade class from G. Stanley Hall will join in the celebration. They will each receive a tree seedling.

Public Works Director Joe Soucie, Recreation Director Scott Stopak, have been chosen to work on the task that Council laid out for the swimming pool, which includes keeping it in the 5 million dollar range. Summer Drive work is not included in that range. There will likely be a bond issue in November of this year, or May 2012.

Vice-Chairman Lodes commented that he doesn't think the public realizes how much money it costs every year for repairs to the pool, and it would help to let the residents know those figures. Lodes said that the City of Omaha has an open website for comments, and maybe we should look into that.

Stopak said the swimming pool is due to open on Saturday, May 28, 2011.

#### COMMENTS FROM THE FLOOR

None.

#### COMMENTS FROM COMMITTEE MEMBERS

None.

Member Kupfer made a motion to adjourn. Seconded by Member Jeffus. Motion carried. Adjourned at 7:30 p.m.

## Meeting of Board of Directors

### LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

#### MINUTES OF MEETING

May 9, 2011  
4:10 p.m.

Members Present: Pat Archibald      Rose Barcal      Ingrid Berlin  
                    Brenda Gunn      Rich Hanneman      Dave Koebel

Guest Present: Kevin Pokorny

#### Agenda Item #1: Announcement of Location of Posted Meetings Act:

A copy of the Open Meetings Act is posted on the North wall of the conference room for public access and reference. A copy of the act is also available.

#### Agenda Item #2: Approval of the Notice of Meeting.

Notice of Meeting was published by the City and College in the Times and the Omaha World-Herald. Moved by Gunn and seconded by Archibald to approve. Ayes: all. Nays: none. Motion approved.

#### Agenda Item #3: Approval of the Minutes From February 14, 2011 Meeting.

Moved by Gunn and seconded by Hanneman to approve the February 14, 2011 meeting minutes. Ayes: all. Nays: none. Motion approved.

#### Agenda Item #4: Wireless Access.

Discussion was held regarding the issue. Access options for the Library's wireless will continue to be explored.

#### Agenda Item #5: Scholastic Book Fair.

Discussion was held concerning a Scholastic Book Fair hosted by the Library. It was determined the Book Fair would be held during the summer or fall.

#### Agenda Item #6: OPPD Geothermal System.

The agreement is being finalized between entities.

#### Agenda Item #7: Proposed Budget for 2012.

Archibald had a copy of the latest preliminary budget. The budget is still being finalized. MCC will provide a more readable copy.

#### Agenda Item #8: Soft Seating and Flat Screen – Commons Area.

Discussion was held concerning soft seating and a secured flat screen in the Commons Area. News like CNN would be displayed on the flat screen. This will be added by MCC in the near future.

Agenda Item #9: Signage.

After discussion, sign holders will be added by MCC to the main doors of the facility for the posting of events held by MCC and/or the Library.

Agenda Item #10: Other Business.

Guest Pokorny presented the Outdoor Movie Series flyer and mentioned the concert series planned for the Summer of 2011 by the City.

Agenda Item #11: Next Meeting.

Monday, August 8, 2011 at 4:00 p.m. La Vista Public Library, Room #142.

It was moved by Gunn and seconded by Barcal to adjourn the meeting at 4:45 p.m.

Minutes respectfully submitted by Rose Barcal

MEETING OF THE LIBRARY ADVISORY BOARD  
CITY OF LA VISTA

MINUTES OF MEETING  
May 12, 2011

Members Present:	Rose Barcal	Jill Frederick	Janice Podoll
	Kim Schmit-Pokorny	Carol Westlund	

Agenda Item #1: Call to Order

The meeting was called to order at 5:32 p.m.

Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

Agenda Item #3: Introductions

There were no introductions made.

Agenda Item #4: Approval of Minutes of March 10, 2011 Meeting

It was moved by Westlund and seconded by Podoll that the minutes be accepted as presented. Ayes: all. Nays: none. Motion carried.

Agenda Item #5: Library Director's Report

- a. Programs: an update on programming was giving including the tour for UNO students in March.
- b. Employee updates were given including the completed 50 hours by Sarah Letheby, practicum student.
- c. Library Meetings were reviewed including the BTOP marketing workshop in Lincoln.
- d. General Library Information was reviewed including the addition of the language database: Mango. World Book online access will replace the SIRS databases.

Agenda Item #6: Circulation Report

Library Director Barcal distributed the circulation report. The report was discussed and accepted.

Agenda Item #7: Old Business

- a. Current grants were reviewed. Continuing Education Grant from Eastern Library System for adult programming continues. The American Recovery and Reinvestment Act for the Nebraska Library Commission Broadband Technology Opportunities Program was awarded. La Vista Public Library is one of 147 Nebraska libraries impacted by this award. The Nebraska Library Commission for Continuing Education and Training was awarded. A YALSA/Dollar General award was applied for and received by Teen Coordinator, Lindsey Tomsu for the teen summer reading program. Assistant Director Jodi Linhart applied for and received a children's summer reading grant from WCF, Inc.
- b. Summer Reading Program. The 2011 Summer Program is fast approaching. Planning is still underway. The program will again be 10 weeks in duration.

- c. Budget FY2011-2012. The budget has been turned into City Hall. Budget workshops will be in July.

Agenda Item #8: New Business

- a. State Aid. State Aid was awarded. Funding will go to the following areas: databases for the Mango Database for one year; to assist with library chair replacement due to age and wear; and to library books for children.
- b. Partnership with Papillion La Vista Schools Foundation. The library is partnering with the Papillion La Vista Schools Foundation during the La Vista Daze Parade. The Foundation will be handing out children's books during the parade. They will be stamped with the library's name as well as the foundations.

Agenda Item #9: Comments from the Floor

There were no comments from the floor.

Agenda Item #10: Comments from the Board

Frederick asked about the non-resident fee. This fee is determined by what residents pay in their taxes to support the library. In order to get funding from the county, tax payers should contact the County Commissioners and urge for the county's support. Podoll inquired if the library accepts memorials. The answer is yes. A book plate is placed in the book if the donor would like something in writing to memorialize a particular individual.

There was a motion Westlund and seconded by Schmit-Pokorny to adjourn the meeting at 6:12 p.m.

The next meeting is scheduled for July 14, 2011 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.

## INVOICE

FROM: **ANDERSON EXCAVATING CO.**1920 DORCAS STREET  
OMAHA, NEBRASKA 68108  
Phone: (402) 345-8811

02914

DATE: May 18, 2011TO: Attn: John Kottman  
City of LaVistaJOB NAME: Thompson Creek PropertyLOCATION: Acquisitions Phase 2 ✓ Demolition8116 Parkview Blvd.LaVista, NE 68128phone: 402-331-8927 fax: 331-1051Progress Payment #2 ✓

PURCHASE ORDER NO.	JOB NO.	% JOB COMPLETED	CONTRACT AMOUNT ..... \$ 80,995.00
	4868-3-11	100 %	ADDENDUM AMOUNT ..... \$ 1,900.00
			TOTAL ..... \$ 82,895.00

QUANTITY	HOURS	RATE	TYPE OF WORK PERFORMED	TYPE OF MATERIAL	AMOUNT
			Asbestos removal and demolition of the following properties:		
			Original Contract      Amount Per Contract	Previously Billed	
			7201 Park View Blvd. \$ 7,675.00 ✓	\$ 6,140.00 ✓	\$ 1,535.00
			7209 Park View Blvd. \$ 8,095.00 ✓	6,476.00 ✓	1,619.00
			7213 Park View Blvd. \$ 9,420.00 ✓	7,536.00 ✓	1,884.00
			7229 Park View Blvd. \$ 8,140.00 ✓	6,512.00 ✓	1,628.00
			7233 Park View Blvd. \$10,470.00 ✓	8,376.00 ✓	2,094.00
			7305 Park View Blvd. \$ 8,630.00 ✓	6,904.00 ✓	1,726.00
			7309 Park View Blvd. \$ 7,255.00 ✓	5,804.00 ✓	1,451.00
			7409 Park View Blvd. \$ 7,110.00 ✓	5,688.00 ✓	1,422.00
			7603 Park View Blvd. \$14,200.00 ✓	11,360.00 ✓	2,840.00
			Sub-Total      \$80,995.00 ✓	\$64,796.00 ✓	\$ 16,199.00 ✓
			<u>Change Order No. 1:</u>		
			Extras      \$ 1,900.00	0.00	\$ 0.00
			AMOUNT NOW DUE		\$ 16,199.00 ✓
			Remainder to be later billed:		
			Retainage from Pmt \$1 \$6,479.60 ✓		
			Change Order #1 \$1,900.00		
			Total future billing \$8,379.60		
			<i>Consent Agenda</i>		
				05.71.0645.09	
				O.K. to pay	
				J. Kottmann	
				5/20/2011	
			<i>An Equal Opportunity Employer</i>		

TOTAL THIS INVOICE \$ 16,199.00

## INVOICE

FROM: **ANDERSON EXCAVATING CO.**  
 1920 DORCAS STREET  
 OMAHA, NEBRASKA 68108  
 Phone: (402) 345-8811

02913

DATE: May 18, 2011

Attn: John Kottman  
 TO: City of LaVista  
8116 Parkview Blvd.

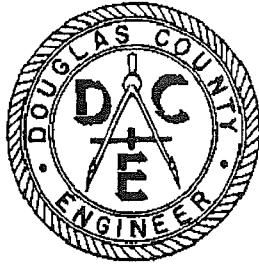
JOB NAME: Thompson Creek PropertyLOCATION: Acquisitions - Phase I Demolition

LaVista, NE 68128  
 phone: 402-331-8927 fax: 331-1051

PURCHASE ORDER NO.	JOB NO.	% JOB COMPLETED	CONTRACT AMOUNT.....\$ 49,310.00
	4859-2-11	100 %	ADDENDUM AMOUNT.....\$ 17,686.00 TOTAL.....\$ 66,996.00

QUANTITY	HOURS	RATE	TYPE OF WORK PERFORMED	TYPE OF MATERIAL	AMOUNT																																																										
			<p>Asbestos removal and demolition of the following properties:</p> <table> <thead> <tr> <th>Original Contract</th> <th>Amount Per Contract</th> <th>Previously Billed</th> <th></th> </tr> </thead> <tbody> <tr> <td>7205 Parkview</td> <td>\$ 7,745.00</td> <td>\$ 6,196.00</td> <td>\$ 1,549.00</td> </tr> <tr> <td>7301 Parkview</td> <td>\$ 7,765.00</td> <td>6,212.00</td> <td>1,553.00</td> </tr> <tr> <td>7405 Parkview</td> <td>\$ 8,370.00</td> <td>6,696.00</td> <td>1,674.00</td> </tr> <tr> <td>7601 So. 73rd Ave.</td> <td>\$ 8,975.00</td> <td>7,180.00</td> <td>1,795.00</td> </tr> <tr> <td>7548 Valley Road</td> <td>\$ 7,885.00</td> <td>6,308.00</td> <td>1,577.00</td> </tr> <tr> <td>7602 Valley Road</td> <td>\$ 8,570.00</td> <td>6,856.00</td> <td>1,714.00</td> </tr> <tr> <td>Sub-Total</td> <td>\$49,310.00</td> <td>\$39,448.00</td> <td>\$ 9,862.00</td> </tr> </tbody> </table> <p><u>Change Order No. 1:</u></p> <table> <tbody> <tr> <td>7604 Valley Road</td> <td>\$ 8,018.00</td> <td>6,414.40</td> <td>1,603.60</td> </tr> <tr> <td>7608 Valley Road</td> <td>\$ 8,518.00</td> <td>6,814.40</td> <td>1,703.60</td> </tr> <tr> <td>7409 Parkview</td> <td>\$ 1,150.00</td> <td>1,150.00</td> <td>0.00</td> </tr> <tr> <td>Revised Contract Total</td> <td>\$66,996.00</td> <td>\$53,826.80</td> <td>\$ 13,169.20</td> </tr> <tr> <td>Add: Retainage</td> <td></td> <td></td> <td>+ 5,382.68</td> </tr> <tr> <td>FINAL BALANCE DUE</td> <td></td> <td></td> <td>\$ 18,551.88</td> </tr> </tbody> </table> <p><i>05.71.0645.09</i>  <i>O.K. to pay</i>  <i>J. Kottmann</i>  <i>5/20/2011</i></p> <p><i>Consent Agreed</i></p> <p><i>An Equal Opportunity Employer</i></p>	Original Contract	Amount Per Contract	Previously Billed		7205 Parkview	\$ 7,745.00	\$ 6,196.00	\$ 1,549.00	7301 Parkview	\$ 7,765.00	6,212.00	1,553.00	7405 Parkview	\$ 8,370.00	6,696.00	1,674.00	7601 So. 73rd Ave.	\$ 8,975.00	7,180.00	1,795.00	7548 Valley Road	\$ 7,885.00	6,308.00	1,577.00	7602 Valley Road	\$ 8,570.00	6,856.00	1,714.00	Sub-Total	\$49,310.00	\$39,448.00	\$ 9,862.00	7604 Valley Road	\$ 8,018.00	6,414.40	1,603.60	7608 Valley Road	\$ 8,518.00	6,814.40	1,703.60	7409 Parkview	\$ 1,150.00	1,150.00	0.00	Revised Contract Total	\$66,996.00	\$53,826.80	\$ 13,169.20	Add: Retainage			+ 5,382.68	FINAL BALANCE DUE			\$ 18,551.88				
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Add: Retainage			+ 5,382.68																																																												
FINAL BALANCE DUE			\$ 18,551.88																																																												

TOTAL THIS INVOICE \$ 18,551.88



**TOM DOYLE  
DOUGLAS COUNTY ENGINEER**

15505 West Maple Road  
Omaha, Nebraska 68116-5173  
(402) 444-6372  
Fax: (402) 444-6244  
engineer@co.douglas.ne.us

May 4, 2011

City of LaVista  
ATTN: Pamela A. Buethe  
8116 Park View Boulevard  
LaVista Nebraska 68128-2198

RE: Douglas County Project No. C-28(498)A  
Hell Creek Stream Stabilization Phase I

Dear Pamela:

In reference to the Interlocal Agreement for the design and construction costs for the stabilization of the Hell Creek Bridge signed by the Douglas County Board of Commissioners February 10, 2009, the City of LaVista shares 25% of the costs for the referenced project.

We have issued payment to Lamp, Rynearson & Associates, Inc. for Invoice 110088.01-5 in the amount of \$38,281.87.

Please issue payment of Douglas County Invoice 21520 in the amount of \$9,570.47.

Very truly yours,

Dan Kutilek  
Manager-Engineer  
Design & Planning

DK:mr  
Encl: Inv 110088.01-5

O.K. to pay  
05.71.0842.03

efmk  
5/12/2011

Consent Agenda

**Douglas County**

ENGINEERS

Date 02-MAY-11

1 of 1

Remit To: Douglas County Treasurer  
 RM H03  
 1819 Farnam St.  
 Omaha NE 68183

Customer No: 28660

Bill To: CITY OF LAVISTA  
 8116 PARK VIEW BLVD  
 LAVISTA NE 68128

Ship To:

**Sales Order Number:****Transaction Type:** ENGINEERS**Invoice Number:** 21520**Payment Method:** 12532**Terms:** 30 NET**Total Due:** 9,570.47**PLEASE RETURN TOP PORTION WITH REMITTANCE**

Item No.	DESCRIPTION	QTY	UOM	TAX	UNIT PRICE	EXTENDED PRICE
1	CITY OF LAVISTA 25% SHARE OF LAMP RYNEARSON & ASSOCIATES INVOICE 110088.01-5 FOR DOUGLAS COUNTY PROJECT C-28(498)A	9570.47	9570.47		1.00	9,570.47
<b>SPECIAL INSTRUCTION</b>				<b>DUE DATE</b>	<b>TOTAL DUE</b>	
				01-JUN-11	9,570.47	

C-256(4998) A  
#2998



Lamp, Rynearson & Associates, Inc.

WWW.LRA-INC.COM

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

(Ph) 402.496.2498  
(Fax) 402.496.2730

REQ 137525

April 29, 2011

Invoice No: 0110088.01 - 0000005

DOUGLAS COUNTY  
ATTN: MR. DAN KUTILEK  
15505 WEST MAPLE ROAD  
OMAHA, NE 68116-5173

Project 0110088.01 HELL CREEK STREAM STABILIZATION -PHASE I  
Professional Services through April 02, 2011

Task 016 FINAL DESIGN \$38,281.87

**TOTAL INVOICE AMOUNT** **\$38,281.87**

OK  
16K  
5/21"

Terms: Due Upon Receipt

**Invoice**

Thompson, Dreessen & Dorner, Inc.  
Consulting Engineers & Land Surveyors  
10836 Old Mill Road  
Omaha, NE 68154  
Office:(402)330-8860 Fax:(402)330-5866  
www.td2co.com



May 6, 2011  
Project No: 0171-391-1  
Invoice No: 22713

John Kottmann  
CITY OF La VISTA  
8116 PARKVIEW BOULEVARD  
LA VISTA, NE 68128

Project 0171-391-1 MISCELLANEOUS SERVICES, SURVEY, 2011 #11-0087

**Surveying Services from February 7, 2011 to April 29, 2011**

Construction Staking

Keystone Trail-La Vista, Sarpy County, NE

**Billing**

**Detail:** Construction Staking

Survey Field Crew	=	\$967.25
Registered Land Surveyor	=	\$142.50
GPS	=	\$129.00
Materials & Mileage	=	<u>\$38.10</u>
		\$1,276.85

Total this Invoice \$1,276.85

O.K. to pay  
05.71.0816.02

JK  
5/26/2011

Consent Agenda

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.

APCHCKRP  
03.30.09

Tue Jun 7, 2011 11:48 AM

\*\*\*\*  
City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 1

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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1 Bank of Nebraska (600-873)

46123 Payroll Checks  
Thru 46125

46126 Gap in Checks  
Thru 103800

103801	5/18/2011	1270 PREMIER-MIDWEST BEVERAGE CO	226.65	**MANUAL**
103802	5/18/2011	1194 QUALITY BRANDS OF OMAHA	503.70	**MANUAL**
103803	5/18/2011	3753 MULLEN & MULLEN	12,426.51	**MANUAL**
103804	5/18/2011	2705 ANDERSON EXCAVATING COMPANY	58,316.40	**MANUAL**
103805	5/18/2011	4326 MIDWEST RIGHT OF WAY SVCS INC	1,700.00	**MANUAL**
103806	5/18/2011	3119 BIRCH, ANN	380.00	**MANUAL**
103807	5/18/2011	1624 GUNN, BRENDA	380.00	**MANUAL**
103808	5/18/2011	788 KINDIG, DOUGLAS	203.00	**MANUAL**
103809	5/18/2011	2297 LINDBERG, SHEILA	380.00	**MANUAL**
103810	5/18/2011	427 RAMIREZ, RITA M	380.00	**MANUAL**
103811	5/18/2011	871 STOPAK, SCOTT	380.00	**MANUAL**
103812	5/20/2011	1821 PETTY CASH-PAM BUETHE	300.00	**MANUAL**
103813	5/20/2011	2186 SID 195 - MAYFAIR	1,320.00	**MANUAL**
103814	5/20/2011	4368 CLEAR CHANNEL RADIO	996.20	**MANUAL**
103815	5/20/2011	4303 JOURNAL BROADCAST GROUP	1,185.00	**MANUAL**
103816	5/20/2011	4514 ON THE SPOT PRODUCTIONS	1,340.80	**MANUAL**
103817	5/20/2011	1821 PETTY CASH-PAM BUETHE	750.00	**MANUAL**
103818	5/20/2011	1821 PETTY CASH-PAM BUETHE	160.00	**MANUAL**
103819	5/25/2011	3702 LAUGHLIN, KATHLEEN A, TRUSTEE	648.00	**MANUAL**
103820	6/01/2011	4212 NEBRASKA TITLE COMPANY	89,195.61	**MANUAL**
103821	6/01/2011	4212 NEBRASKA TITLE COMPANY	86,698.51	**MANUAL**

103822 Gap in Checks Thru 103836 Voided and replaced with Check #'s 104033-104047  
Printer error and jam

103837	6/07/2011	188 ASPHALT & CONCRETE MATERIALS	866.50
103838	6/07/2011	4515 B & B TECHNOLOGIES INC	336.95
103839	6/07/2011	201 BAKER & TAYLOR BOOKS	331.43
103840	6/07/2011	2554 BARCAL, ROSE	110.00
103841	6/07/2011	849 BARONE SECURITY SYSTEMS	660.00
103842	6/07/2011	1839 BCDM-BERINGER CIACCIO DENNELL	3,470.07
103843	6/07/2011	929 BEACON BUILDING SERVICES	6,712.00
103844	6/07/2011	1784 BENNINGTON EQUIPMENT INC	1,292.10
103845	6/07/2011	410 BETTER BUSINESS EQUIPMENT	68.47
103846	6/07/2011	196 BLACK HILLS ENERGY	1,573.84
103847	6/07/2011	56 BOB'S RADIATOR REPAIR CO INC	1,100.00
103848	6/07/2011	2757 BOBCAT OF OMAHA	130.49
103849	6/07/2011	2209 BOUND TREE MEDICAL LLC	499.73
103850	6/07/2011	4454 BRAKE, AUSTIN	100.00
103851	6/07/2011	1242 BRENTWOOD AUTO WASH	42.00
103852	6/07/2011	4115 BROWNING, EILEEN	1,483.00
103853	6/07/2011	4509 BRUNT, TIFFANY	25.00
103854	6/07/2011	3760 BUETHE, PAM	20.00

APCHCKRP  
03.30.09

Tue Jun 7, 2011 11:48 AM

\*\*\*\*  
City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 2

## BANK NO BANK NAME

CHECK NO

DATE

VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

103855	6/07/2011	76 BUILDERS SUPPLY CO INC	67.28
103856	6/07/2011	4024 CALENTINE, JEFFREY	30.00
103857	6/07/2011	2958 CALLAWAY GOLF COMPANY	781.32
103858	6/07/2011	2285 CENTER POINT PUBLISHING	165.96
103859	6/07/2011	3450 CITY OF BELLEVUE	400.00
103860	6/07/2011	152 CITY OF OMAHA	69,726.74
103861	6/07/2011	2683 COLOMBO/PHELPS COMPANY	222.85
103862	6/07/2011	3176 COMP CHOICE INC	676.00
103863	6/07/2011	313 CONRECO INCORPORATED	15.00
103864	6/07/2011	836 CORNHUSKER INTL TRUCKS INC	527.67
103865	6/07/2011	2158 COX COMMUNICATIONS	20.50
103866	6/07/2011	77 DIAMOND VOGEL PAINTS	636.32
103867	6/07/2011	4076 DIGITAL ALLY INCORPORATED	17.50
103868	6/07/2011	3666 DOSTALS CONSTRUCTION COMPANY	715.00
103869	6/07/2011	364 DULTMEIER SALES & SERVICE	98.20
103870	6/07/2011	341 E & A CONSULTING GROUP	1,273.89
103871	6/07/2011	632 EASTERN LIBRARY SYSTEM	40.00
103872	6/07/2011	3334 EDGEWEAR SCREEN PRINTING	.00
103873	6/07/2011	3334 EDGEWEAR SCREEN PRINTING	2,373.90
103874	6/07/2011	2566 ELECTRONIC ENGINEERING	692.00
103875	6/07/2011	1235 FEDEX KINKO'S	198.00
103876	6/07/2011	1042 FELD FIRE	757.00
103877	6/07/2011	439 FIREGUARD INC	131.63
103878	6/07/2011	3415 FOCUS PRINTING	.00
103879	6/07/2011	3415 FOCUS PRINTING	4,538.84
103880	6/07/2011	4520 FREIBERG, KIMBERLY	50.00
103881	6/07/2011	4050 FROEHLICH, RORY	200.00
103882	6/07/2011	3984 G I CLEANER & TAILORS	218.45
103883	6/07/2011	1344 GALE	351.69
103884	6/07/2011	35 GOLDMAN, JOHN G	85.00
103885	6/07/2011	285 GRAYBAR ELECTRIC COMPANY INC	219.08
103886	6/07/2011	385 GREAT PLAINS ONE-CALL SVC INC	31.60
103887	6/07/2011	71 GREENKEEPER COMPANY INC	841.88
103888	6/07/2011	1624 GUNN, BRENDA	45.00
103889	6/07/2011	426 HANEY SHOE STORE	120.00
103890	6/07/2011	3657 HEARTLAND PAPER	368.00
103891	6/07/2011	2407 HEIMES CORPORATION	165.70
103892	6/07/2011	1403 HELGET GAS PRODUCTS INC	83.00
103893	6/07/2011	797 HOBBY LOBBY STORES INC	121.80
103894	6/07/2011	892 HONEYMAN RENT-ALL	114.00
103895	6/07/2011	526 HOST COFFEE SERVICE INC	47.95
103896	6/07/2011	1612 HY-VEE INC	392.40
103897	6/07/2011	1151 ICMA-INTL CITY/COUNTY MANAGE	955.84
103898	6/07/2011	1498 INDUSTRIAL SALES COMPANY INC	38.36
103899	6/07/2011	2307 INFOGROUP	1,250.00
103900	6/07/2011	162 INLAND TRUCK PARTS	69.09
103901	6/07/2011	4508 INTELLIGENT PRODUCTS	180.46
103902	6/07/2011	675 INTERSTATE POWER SYSTEMS INC	3,409.43
103903	6/07/2011	1896 J Q OFFICE EQUIPMENT INC	474.54
103904	6/07/2011	2653 JONES AUTOMOTIVE INC	812.00
103905	6/07/2011	4521 KEMP-WAIT, SHANNON	60.00
103906	6/07/2011	788 KINDIG, DOUGLAS	80.00
103907	6/07/2011	1054 KLINKER, MARK A	200.00

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
103908		6/07/2011	4328 KOTTMANN, JOHN			170.57			
103909		6/07/2011	2394 KRIHA FLUID POWER CO INC			32.23			
103910		6/07/2011	2057 LA VISTA COMMUNITY FOUNDATION			50.00			
103911		6/07/2011	4425 LANDPORT SYSTEMS INC			125.00			
103912		6/07/2011	4330 LARSEN SUPPLY COMPANY			247.40			
103913		6/07/2011	4529 LAUGHLIN, PETERSON & LANG			10,871.59			
103914		6/07/2011	3370 LIFEGUARD STORE INC			139.75			
103915		6/07/2011	4523 LIMBACH, SALLY			50.00			
103916		6/07/2011	4519 LINCOLN EQUIPMENT INC			479.68			
103917		6/07/2011	4511 LIRA, HERIBERTO			530.00			
103918		6/07/2011	1573 LOGAN CONTRACTORS SUPPLY			16,998.00			
103919		6/07/2011	4516 LOGO LOGIX EMBROIDERY & SCREEN			328.00			
103920		6/07/2011	263 LOVELAND GRASS PAD			69.75			
103921		6/07/2011	3833 LUEDERS LOCK & KEY INC			77.00			
103922		6/07/2011	2124 LUKASIEWICZ, BRIAN			65.00			
103923		6/07/2011	4456 MARKOWSKY, T J			200.00			
103924		6/07/2011	4524 MASEK, WAYNE			120.00			
103925		6/07/2011	4530 MASIMORE MAGNUSON & ASSOCS PC			5,550.00			
103926		6/07/2011	877 MATHESON TRI-GAS INC			432.06			
103927		6/07/2011	588 MENARDS-BELLEVUE			99.97			
103928		6/07/2011	153 METRO AREA TRANSIT			526.00			
103929		6/07/2011	3884 METRO LANDSCAPE MATERIALS &			3,010.00			
103930		6/07/2011	872 METROPOLITAN COMMUNITY COLLEGE			7,454.60			
103931		6/07/2011	553 METROPOLITAN UTILITIES DIST.			.00	**CLEARED**	**VOIDED**	
103932		6/07/2011	553 METROPOLITAN UTILITIES DIST.			1,433.67			
103933		6/07/2011	98 MICHAEL TODD AND COMPANY INC			1,412.70			
103934		6/07/2011	2497 MID AMERICA PAY PHONES			150.00			
103935		6/07/2011	184 MID CON SYSTEMS INCORPORATED			60.60			
103936		6/07/2011	3921 MID-STATES UTILITY TRAILER			57.24			
103937		6/07/2011	2299 MIDWEST TAPE			1,357.49			
103938		6/07/2011	2382 MONARCH OIL INC			343.00			
103939		6/07/2011	288 MOTOROLA SOLUTIONS INC			528.00			
103940		6/07/2011	1028 NATIONAL PAPER COMPANY INC			210.98			
103941		6/07/2011	3458 NAVARRO LAWN & LANDSCAPE INC			200.00			
103942		6/07/2011	3352 NE DEPT OF LABOR-WORKFORCE DEV			100.00			
103943		6/07/2011	911 NEBRASKA AIR FILTER INC			753.86			
103944		6/07/2011	2897 NEBRASKA GOLF COURSE SUPERIN-			100.00			
103945		6/07/2011	2388 NEBRASKA NATIONAL BANK			695.00			
103946		6/07/2011	2529 NEBRASKA SOFTBALL ASSN DIST#10			1,923.00			
103947		6/07/2011	2685 NEBRASKA TURF PRODUCTS			1,524.15			
103948		6/07/2011	653 NEUMAN EQUIPMENT COMPANY			169.51			
103949		6/07/2011	2631 NEXTEL COMMUNICATIONS			684.35			
103950		6/07/2011	3973 NIKE USA INC			321.04			
103951		6/07/2011	4525 NISSEN, GARY			50.00			
103952		6/07/2011	440 NMC EXCHANGE LLC			635.00			
103953		6/07/2011	179 NUTS AND BOLTS INCORPORATED			28.69			
103954		6/07/2011	1831 O'REILLY AUTOMOTIVE INC			.00	**CLEARED**	**VOIDED**	
103955		6/07/2011	1831 O'REILLY AUTOMOTIVE INC			917.18			
103956		6/07/2011	1808 OCLC INC			31.06			
103957		6/07/2011	1014 OFFICE DEPOT INC-CINCINNATI			.00	**CLEARED**	**VOIDED**	
103958		6/07/2011	1014 OFFICE DEPOT INC-CINCINNATI			.00	**CLEARED**	**VOIDED**	
103959		6/07/2011	1014 OFFICE DEPOT INC-CINCINNATI			.00	**CLEARED**	**VOIDED**	
103960		6/07/2011	1014 OFFICE DEPOT INC-CINCINNATI			.00	**CLEARED**	**VOIDED**	

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103961	6/07/2011	1014 OFFICE DEPOT INC-CINCINNATI	1,082.47
103962	6/07/2011	79 OMAHA COMPOUND COMPANY	1,108.06
103963	6/07/2011	195 OMAHA PUBLIC POWER DISTRICT	3,902.48
103964	6/07/2011	319 OMAHA WINNELSON	109.77
103965	6/07/2011	46 OMAHA WORLD HERALD COMPANY	1,052.58
103966	6/07/2011	46 OMAHA WORLD HERALD COMPANY	18.56
103967	6/07/2011	3413 ON YOUR MARKS	1,038.39
103968	6/07/2011	3935 ORIENTAL TRADING COMPANY	221.68
103969	6/07/2011	165 PALFLEET TRUCK EQUIPMENT	42.84
103970	6/07/2011	976 PAPILLION TIRE INCORPORATED	71.00
103971	6/07/2011	2686 PARAMOUNT LINEN & UNIFORM	.00
103972	6/07/2011	2686 PARAMOUNT LINEN & UNIFORM	228.17
103973	6/07/2011	1769 PAYLESS OFFICE PRODUCTS INC	222.95
103974	6/07/2011	3058 PERFORMANCE CHRYSLER JEEP	116.68
103975	6/07/2011	1821 PETTY CASH-PAM BUETHE	205.66
103976	6/07/2011	4304 PHYSICIANS MUTUAL	47.85
103977	6/07/2011	74 PITNEY BOWES INC-PA	.00
103978	6/07/2011	74 PITNEY BOWES INC-PA	221.00
103979	6/07/2011	4512 POLLALI, NAGENDRA	97.16
103980	6/07/2011	4527 POMFRET, ZACHARY	100.00
103981	6/07/2011	159 PRECISION INDUSTRIES	161.78
103982	6/07/2011	1921 PRINCIPAL LIFE-FLEX SPENDING	215.25
103983	6/07/2011	219 QWEST	1,270.35
103984	6/07/2011	2540 QWEST	28.93
103985	6/07/2011	427 RAMIREZ, RITA M	43.00
103986	6/07/2011	4486 READ ALOUD NEBRASKA	30.00
103987	6/07/2011	1978 RECREONICS INC ETAL	184.30
103988	6/07/2011	2498 REDDEN SR, GREG	60.00
103989	6/07/2011	2930 REPUBLIC NATIONAL DISTR CO LLC	126.46
103990	6/07/2011	3774 RETRIEVEX	60.02
103991	6/07/2011	487 SAPP BROS PETROLEUM INC	164.30
103992	6/07/2011	624 SAPP BROS SERVICE CENTERS	483.84
103993	6/07/2011	2240 SARPY COUNTY COURTHOUSE	3,588.49
103994	6/07/2011	150 SARPY COUNTY TREASURER	16,167.19
103995	6/07/2011	1652 SCHOLASTIC BOOK FAIRS	422.55
103996	6/07/2011	503 SCHOLASTIC LIBRARY PUBLISHING	728.44
103997	6/07/2011	738 SIGN IT	160.00
103998	6/07/2011	2704 SMOOTHER CUT ENTERPRISES INC	660.00
103999	6/07/2011	4398 SOCCER INTERNATIONALE	1,660.00
104000	6/07/2011	4272 SOLBERG, CHRISTOPHER	48.96
104001	6/07/2011	533 SOUCIE, JOSEPH H JR	478.59
104002	6/07/2011	3838 SPRINT	120.45
104003	6/07/2011	2634 STERIL MANUFACTURING CO	200.00
104004	6/07/2011	4131 STERLING DISTRIBUTING COMPANY	122.20
104005	6/07/2011	871 STOPAK, SCOTT	50.00
104006	6/07/2011	3795 SUN COUNTRY DISTRIBUTING LTD	395.98
104007	6/07/2011	4276 SUPERIOR VISION SVCS INC	351.36
104008	6/07/2011	4513 SWANEY, CARRIE	60.00
104009	6/07/2011	913 TARGET BANK	18.37
104010	6/07/2011	3541 TAYLOR PLASTICS	85.00
104011	6/07/2011	264 TED'S MOWER SALES & SERVICE	199.48
104012	6/07/2011	822 THERMO KING CHRISTENSEN	102.30
104013	6/07/2011	143 THOMPSON DREESSEN & DORNER	1,977.56

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APPROVED BY COUNCIL MEMBERS			
			6/7/11
104014	6/07/2011	4510 THOMPSON, TAMMI	35.00
104015	6/07/2011	4231 TORNADO WASH LLC	130.00
104016	6/07/2011	176 TURFWERKS	20.05
104017	6/07/2011	2426 UNITED PARCEL SERVICE	9.51
104018	6/07/2011	4223 VAIL, ADAM	100.00
104019	6/07/2011	809 VERIZON WIRELESS	198.93
104020	6/07/2011	4517 WAITE DEVELOPMENT	109.18
104021	6/07/2011	1174 WAL-MART COMMUNITY BRC	.00
104022	6/07/2011	1174 WAL-MART COMMUNITY BRC	1,836.57
104023	6/07/2011	78 WASTE MANAGEMENT NEBRASKA	3,257.55
104024	6/07/2011	4526 WHEELER, SALOMEA	60.00
104025	6/07/2011	968 WICK'S STERLING TRUCKS INC	1,225.93
104026	6/07/2011	4518 WIESE PLUMBING & EXCAVATING	105.00
104027	6/07/2011	295 ZEE MEDICAL SERVICE INC	316.55
104028	6/07/2011	984 ZIMCO SUPPLY COMPANY	382.00
			<u>COUNCIL MEMBER</u>
			<u>**CLEARED*** **VOIDED**</u>

104033	6/07/2011	2892 AA WHEEL & TRUCK SUPPLY INC	47.57	
104034	6/07/2011	4298 AAT (US) INC	4,743.75	<u>COUNCIL MEMBER</u>
104035	6/07/2011	459 ABANTE MARKETING	.00	**CLEARED** **VOIDED**
104036	6/07/2011	459 ABANTE MARKETING	1,333.50	
104037	6/07/2011	3983 ABE'S PORTABLES INC	211.13	
104038	6/07/2011	4332 ACCO UNLIMITED CORP	328.20	
104039	6/07/2011	571 ALAMAR UNIFORMS	.00	**CLEARED** **VOIDED**
104040	6/07/2011	571 ALAMAR UNIFORMS	.00	**CLEARED** **VOIDED**
104041	6/07/2011	571 ALAMAR UNIFORMS	857.87	
104042	6/07/2011	4522 AMATO, MELISSA	50.00	
104043	6/07/2011	87 AMERICAN FENCE COMPANY INC	193.47	
104044	6/07/2011	720 AMERICAN LEGAL PUBLISHING CORP	954.00	
104045	6/07/2011	1973 ANN TROE	240.00	
104046	6/07/2011	2693 APWA-AMER PUBLIC WORKS ASSN	440.00	
104047	6/07/2011	536 ARAMARK UNIFORM SERVICES INC	510.80	<u>COUNCIL MEMBER</u>

BANK TOTAL	491,104.96
OUTSTANDING	491,104.96
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	COUNCIL MEMBER CLEARED	VOIDED
01 GENERAL FUND	132,300.70	132,300.70	.00	.00
02 SEWER FUND	103,658.12	103,658.12	.00	.00
05 CONSTRUCTION	236,009.81	236,009.81	.00	.00
08 LOTTERY FUND	6,189.51	6,189.51	.00	.00
09 GOLF COURSE FUND	9,554.26	9,554.26	.00	.00
15 OFF-STREET PARKING	3,392.56	3,392.56	.00	.00

REPORT TOTAL	491,104.96
OUTSTANDING	491,104.96
CLEARED	.00
VOIDED	.00
+ Gross Payroll 5/27/11	<u>238,489.68</u>
GRAND TOTAL	\$729,594.64

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
OFF-STREET PARKING REFUNDING SERIES 2011B BOND ISSUE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

**SYNOPSIS**

An ordinance has been prepared authorizing an amendment to the Refunding of the 2006 \$7,940,000 Off-Street Parking Bond Issue. This will be the General Obligation Off-Street Parking Refunding Bonds, Series 2011B in the principal amount not to exceed \$6,495,000.

**FISCAL IMPACT**

This change will increase the savings to approximately \$733,710 which will be recognized over time in the Off-Street Parking Fund as a result of the lower interest rate.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City Council approved Ordinance 1148 for the refunding of the 2006 Off-Street Parking Bonds on May 17, 2011. This change will move the last bond payment from April 2025 to December 2024 which results in approximately a \$200,000 additional savings.

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

AN ORDINANCE AMENDING ORDINANCE NO. 1148, RELATING TO THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS (OFF-STREET PARKING PROJECT), SERIES 2011B OF THE CITY OF LA VISTA, NEBRASKA, IN THE AMOUNT OF NOT TO EXCEED SIX MILLION FOUR HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$6,495,000), TO PROVIDE FOR UPDATED MATURITY DATES AND PARAMETERS FOR SUCH BONDS; DETERMINING THAT THIS ORDINANCE IS A MEASURE NECESSARY TO CARRY OUT THE CONTRACTUAL OBLIGATIONS OF THE CITY AND DECLARING IT EFFECTIVE UPON PUBLICATION; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM

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

**Section 1.** The Mayor and Council of the City of La Vista, Nebraska (the "City"), hereby find and determine as follows:

- a. That the City has previously adopted Ordinance No. 1148 (the "Original Ordinance"), passed and approved on May 17, 2011 by the Mayor and Council of the City, which ordinance authorizes the issuance of General Obligation Refunding Bonds (Off-Street Parking Project), Series 2011B, of the City in the amount of not to exceed \$6,495,000 (the "Bonds"), and such authorization of the issuance of the Bonds is hereby ratified and confirmed.
- b. That it is necessary to amend the Original Ordinance to allow for greater savings in the amount of yearly running interest to the City through the issuance of the Bonds.

**Section 2.** Section 2 of the Original Ordinance is hereby repealed and replaced in its entirety with the following:

Section 2. To provide for the refunding of the Refunded Bonds as set forth in Section 2 hereof, there shall be and there are hereby ordered issued the various purpose bonds of the City of La Vista, Nebraska, to be called "General Obligation Refunding Bonds (Off-Street Parking Project), Series 2011B," in the principal amount of not to exceed Six Million Four Hundred Ninety-five Thousand Dollars (\$6,495,000) (the "Bonds") with said bonds maturing as follows:

<u>Principal</u>	<u>Date of Maturity</u>
\$365,000	December 15, 2011
415,000	December 15, 2012
420,000	December 15, 2013
425,000	December 15, 2014
430,000	December 15, 2015
440,000	December 15, 2016
445,000	December 15, 2017
460,000	December 15, 2018
470,000	December 15, 2019
490,000	December 15, 2020
505,000	December 15, 2021
520,000	December 15, 2022
545,000	December 15, 2023
565,000	December 15, 2024

*provided, that the Bonds shall bear interest at the rates per annum as shall be determined in a written designation (the "Designation") signed by the Mayor and/or Clerk of the City (the "Authorized Officers") on behalf of the Mayor and Council of the City and which may be agreed to by D.A. Davidson & Co. (the "Underwriter"), which Designation may also determine or modify the principal amount for each maturity of the Bonds, mandatory redemption provisions (if any), and pricing terms as set forth in Section 8 below, all within the following limitations:*

*(a) the aggregate principal amount of the Bonds shall not exceed \$6,495,000*

*(b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of one percent (1.00%) of the stated principal amount of the Bonds;*

*(c) the longest maturity of the Bonds may not be later than April 15, 2025;*

*(d) the Bonds shall bear interest at such rates per annum so that debt service payable on the Bonds provides at least a net present value savings to the City over the debt service payable on the Refunded Bonds;*

*(e) two or more of the principal maturities may be combined and issued as "term bonds" and the Authorized Officer may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as "term bonds" shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated) or by the Depository (as hereinafter designated).*

*The Authorized Officers (or any one of them) are hereby authorized to make such determinations on behalf of the Mayor and Council of the City and to evidence the same by execution and delivery of the Designation and such determinations, when made and agreed to by the Underwriter, shall constitute the action of the Mayor and Council without further action of the Mayor and Council of the City.*

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The Bonds shall bear as the date of original issue the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable semiannually on June 15 and December 15 of each year, commencing December 15, 2011 (or such other dates as may be determined in the Designation, each of said dates an "Interest Payment Date") and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 5 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be designated by the City's Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or date of redemption shall be made by the Paying Agent and Registrar,

as designated pursuant to Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal and accrued interest thereon due at maturity or at any date fixed for redemption prior to maturity shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

**Section 3.** This Ordinance is hereby determined to be a measure necessary to carry out the City's contractual obligations relating to the issuance of bonds of the City and shall take effect as provided by law. This Ordinance shall be published in pamphlet form.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SID 82 PARTIAL ANNEXATION, CITY OF LA VISTA, CITY OF PAPILLION & SID 82 INTERLOCAL AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute an Interlocal Agreement with the City of Papillion and Sanitary & Improvement District No. 82 of Sarpy County (SID 82) concerning the division of assets, liabilities, maintenance and other obligations of SID 82 and to set forth the change in boundaries of SID 82 as a result of the annexation of a portion of SID 82 by the City of La Vista.

**FISCAL IMPACT**

The fiscal impacts were set forth in the Annexation Plan dated January 10, 2011 and are further addressed in the proposed Agreement for expenditures by SID 82 subsequent to the preparation of the Annexation Plan.

**RECOMMENDATION**

Approval

**BACKGROUND**

The City Council approved Ordinance No. 1139 on final reading at the April 19, 2011 Council Meeting to annex that portion of SID 82 lying within the extra-territorial zoning jurisdiction of the City of La Vista. The remaining portion of SID 82 lies within the extra-territorial zoning jurisdiction of the City of Papillion. The City of La Vista is annexing substantially all of the taxable valuation of SID 82 and therefore proposes to acquire all of the funds of SID 82 and all of the assets, liabilities, public utilities, rights of way, easements and other property interests of SID 82 located within the Annexed Area. Nearly all of the public infrastructure constructed by SID 82 lies within the Annexed Area, except that an outfall sanitary sewer lays south of Portal Road to connect to the City of Omaha interceptor sewer. The proposed Interlocal Agreement provides for the City of Papillion to operate and maintain the outfall sanitary sewer south of Portal Road and acknowledges the right of the City of La Vista to continue to use this sewer.

This Interlocal Agreement shall have no force and effect until approved by the District Court of Sarpy County.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF PAPILLION AND SANITARY & IMPROVEMENT DISTRICT NO. 82 (SID 82) CONCERNING THE PARTIAL ANNEXATION OF SID 82 BY THE CITY OF LA VISTA

WHEREAS, the City Council of the City of La Vista has determined that an Interlocal Agreement with the City of Papillion and SID 82 is necessary; and

WHEREAS, the Interlocal Agreement sets forth the division of assets, liabilities, maintenance and other obligations of SID 82; and

WHEREAS, the Interlocal Agreement sets forth the change in boundaries of SID 82 as a result of the annexation of a portion of SID 82 by the City of La Vista April 19, 2011; and

WHEREAS the annexation of a portion of SID 82 by the City of La Vista includes substantially all of the taxable valuation of SID 82; and

WHEREAS the City of Papillion will operate and maintain the outfall sanitary sewer south of Portal Road in the area of SID 82 not annexed by the City of La Vista; and

WHEREAS the City of Papillion acknowledges the right of the City of La Vista to continue to use this sewer;

NOW, THEREFORE, BE IT RESOLVED, that an Interlocal Agreement with the City of Papillion and Sanitary & Improvement District No. 82 (SID 82) concerning the partial annexation of SID 82 by the City of La Vista is approved and that the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## AGREEMENT

This Agreement is made and entered into by and between The City of LaVista, Nebraska (hereinafter referred to as the "City"), The City of Papillion, Nebraska (hereinafter referred to as "Papillion"), and Sanitary and Improvement District No. 82 of Sarpy County, Nebraska (hereinafter referred to as the "District" or "SID 82").

### PRELIMINARY STATEMENT

SID 82 comprises the area set forth in Exhibit "A" attached hereto. On April 19, 2011, the City duly passed and approved Ordinance No. 1139 (the "Annexation Ordinance") annexing that portion of the District north of Portal Road which is shown on Exhibit "B" attached hereto (the "Annexed Area"). As a result of this partial annexation by the City, the City and SID 82 are entering into this Agreement pursuant to Section 31-766 of the Nebraska Revised Statutes to agree between themselves as to the division of assets, liabilities, maintenance and other obligations of SID 82, and to set forth the change in the boundaries of SID 82 so as to exclude the portion proposed to be annexed by the City. Papillion is a party to this Agreement with respect to certain assets and liabilities of the non-annexed portion of SID 82 as set forth in paragraph 7 below.

NOW, THEREFORE, in consideration of the covenants herein set forth, the parties do hereby agree and contract with each other as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.

2. Equitable Distribution. The City and SID 82 hereby agree the division of assets, liabilities, maintenance, and other obligations of SID 82 set forth in this Agreement is equitable, proportionate to the valuation of the portion of SID 82 annexed and to the valuation of the portion of SID 82 remaining following annexation and, to the greatest extent feasible, reflects the actual impact of the annexation on the ability of SID 82 to perform its duties and responsibilities within its new boundaries following the annexation.

3. Representation of Liabilities. SID 82 hereby represents the following are all of the obligations and liabilities of SID 82, whether fixed or contingent, as of the date of this Agreement (collectively, the "SID Liabilities"):

(a) Current accounts payable and reasonable fees and costs to be incurred with respect to the division of assets and liabilities and dissolution of SID 82, from the date of this Agreement (not including those invoices previously approved for payment by SID 82), in a total amount not to exceed \$17,500;

(b) Principal due on outstanding bonds in the amount of \$75,000;

(c) Accrued interest due on bonds in an amount not to exceed \$5,000; and

(d) Construction Contract between the District and Navarro Enterprise Construction, Inc., for street repairs in the amount of \$23,032.50 (the "Street Repairs"), as approved by the City in Resolution No. 11-038.

4. Assets, Liabilities, Maintenance and Other Obligations of the District. The City and SID 82 agree that since the City is annexing substantially all of the taxable valuation of SID 82, the City shall acquire (a) all of the funds of District in the District's construction/bond fund and general fund held by the Sarpy County Treasurer as of the date of the annexation; (b) all of the assets, public utilities, right of way, easements, and other property and property interests of SID 82 located within the Annexed Area, including, but not limited to, the public street known as Hupp Drive. The City shall assume all of the SID Liabilities. The City shall also assume all maintenance and repair obligations of SID 82 to provide for the reasonable maintenance, repairs, reconstruction and construction of the public improvements of SID 82 located in the Annexed Area.

5. Contracted Street Repairs. SID 82 shall oversee completion of the Street Repairs and shall not dissolve until such repairs are completed to the satisfaction of SID 82 in conformity with the standards and specifications issued for such project. Upon satisfactory completion, SID 82 shall issue a written notice of such completion to the City and the City shall issue payment for such project.

6. Transfer of Assets. SID 82 shall transfer all cash on hand or on deposit with the Sarpy County Treasurer or other financial institution to the City on or after the date the Sarpy County District Court enters its Order approving the Partial Annexation Agreement. SID 82 agrees to take all other necessary actions to transfer its remaining assets to the City prior to dissolution.

7. Sanitary sewer line south of Portal Road. SID 82 owns and maintains a sanitary sewer line which is south of Portal Road and provides sanitary sewer service to the Crossroads Industrial Subdivision within the District located north of Portal Road. Pursuant to that certain Subdivision Agreement dated April 25, 1975, by and between the City, SID 82, and Crossroads Industrial Park, Inc., as amended (the "Subdivision Agreement") and the easement set forth as Exhibit E to such Subdivision Agreement (the "Sewer Easement"), the City has a perpetual right and easement for the use of, and access to, such sanitary sewer. The parties agree that all of SID 82's rights and obligations pursuant to the Subdivision Agreement and the Sewer Easement with respect to the sanitary sewer south of Portal Road are hereby assigned to Papillion, and Papillion agrees to accept such assignment, including but in no way limited to, the obligation to maintain the sanitary sewer at Papillion's cost.

8. Boundaries of District after partial annexation. The boundaries of SID 82 after the partial annexation shall be as shown in Exhibit "C" attached hereto.

9. Dissolution of District. At or after the time that the partial annexation is completed, SID 82 intends to dissolve under Section 31-766 of the Nebraska Revised Statute. Since the City is assuming substantially all of the assets of SID 82, the City shall pay for cost of such dissolution including reasonable attorney fees in an amount not greater than specified in paragraph 3 above. SID 82 shall submit an invoice to the City for the payment of such fees and costs within thirty (30) days following the effective date of SID 82's dissolution.

10. District Court. Pursuant to Section 31-766 of the Nebraska Revised Statutes, the City and SID 82 shall submit to the District Court of Sarpy County, Nebraska, this Agreement, and request a hearing, and at such hearing present this Agreement as evidence, and request that the Court find that there is no prejudice to the rights of any bond holder or creditor of the District, or employee under contract to the District and approve the Agreement. This Agreement shall have no force and effect until so approved by the District Court.

11. Records. SID 82, upon the partial annexation being completed, shall deliver all of its records to the City. Pursuant to Section 31-764 of the Nebraska Revised Statutes, SID 82 shall also provide the City with a written accounting of all assets and liabilities of SID 82 no later than thirty (30) days following the effective date of the Annexation Ordinance, the cost of which shall be paid by the City.

12. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to the Agreement except in writing signed by all parties.

Executed by the City of La Vista this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

THE CITY OF LA VISTA, NEBRASKA

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

APPROVED AS TO FORM:

Executed by the City of Papillion this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

THE CITY OF PAPILLION, NEBRASKA

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

APPROVED AS TO FORM:

Executed by SID 82 this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

SANITARY AND IMPROVEMENT  
DISTRICT NO. 82 OF SARPY COUNTY,  
NEBRASKA

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

EXHIBIT "A" page 1

LEGAL DESCRIPTION

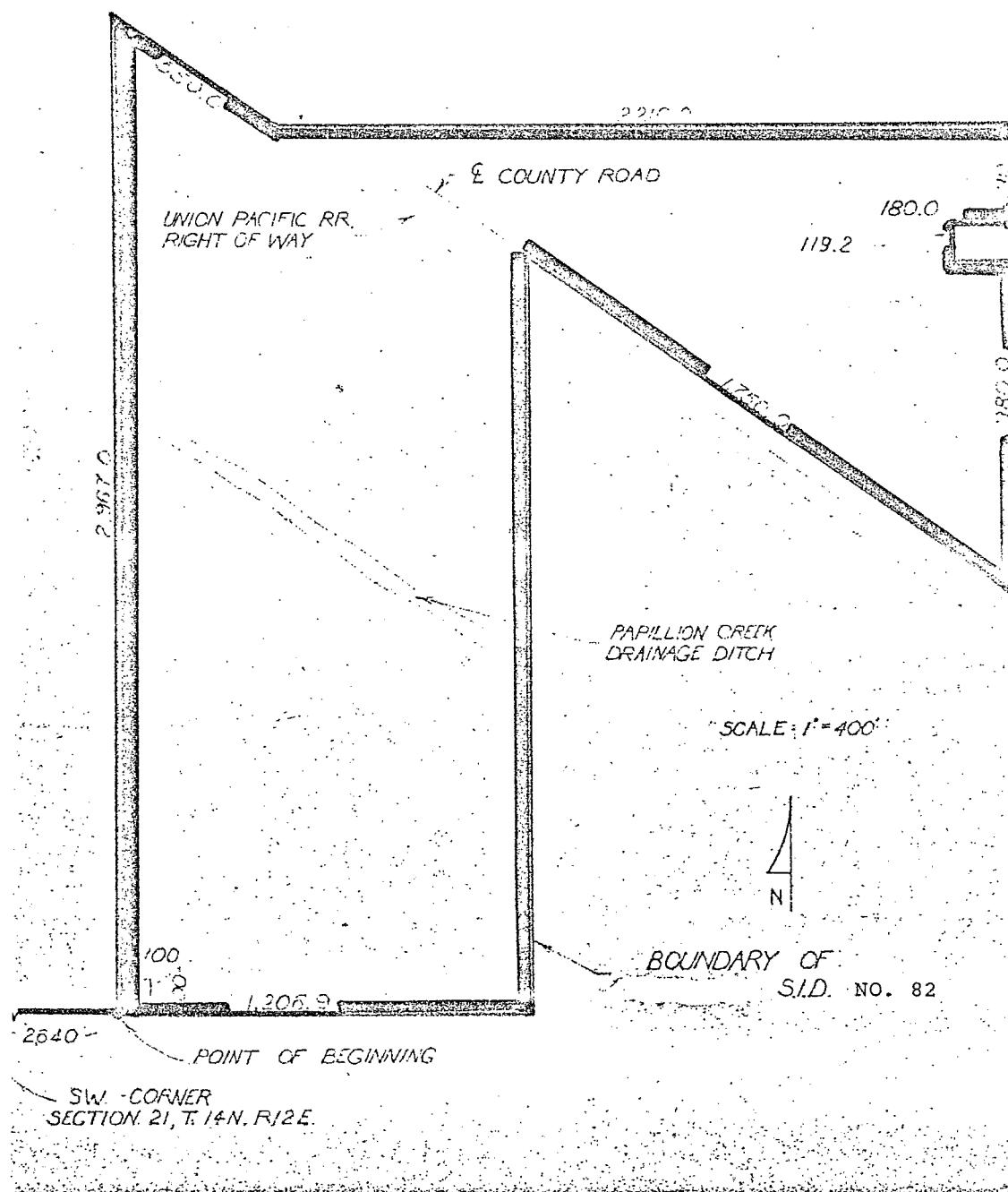
A tract of land located in the E.  $\frac{1}{2}$  of Section 21, T14N, R12E. of the 6th P.M. Sarpy County, Nebraska more particularly described as follows:

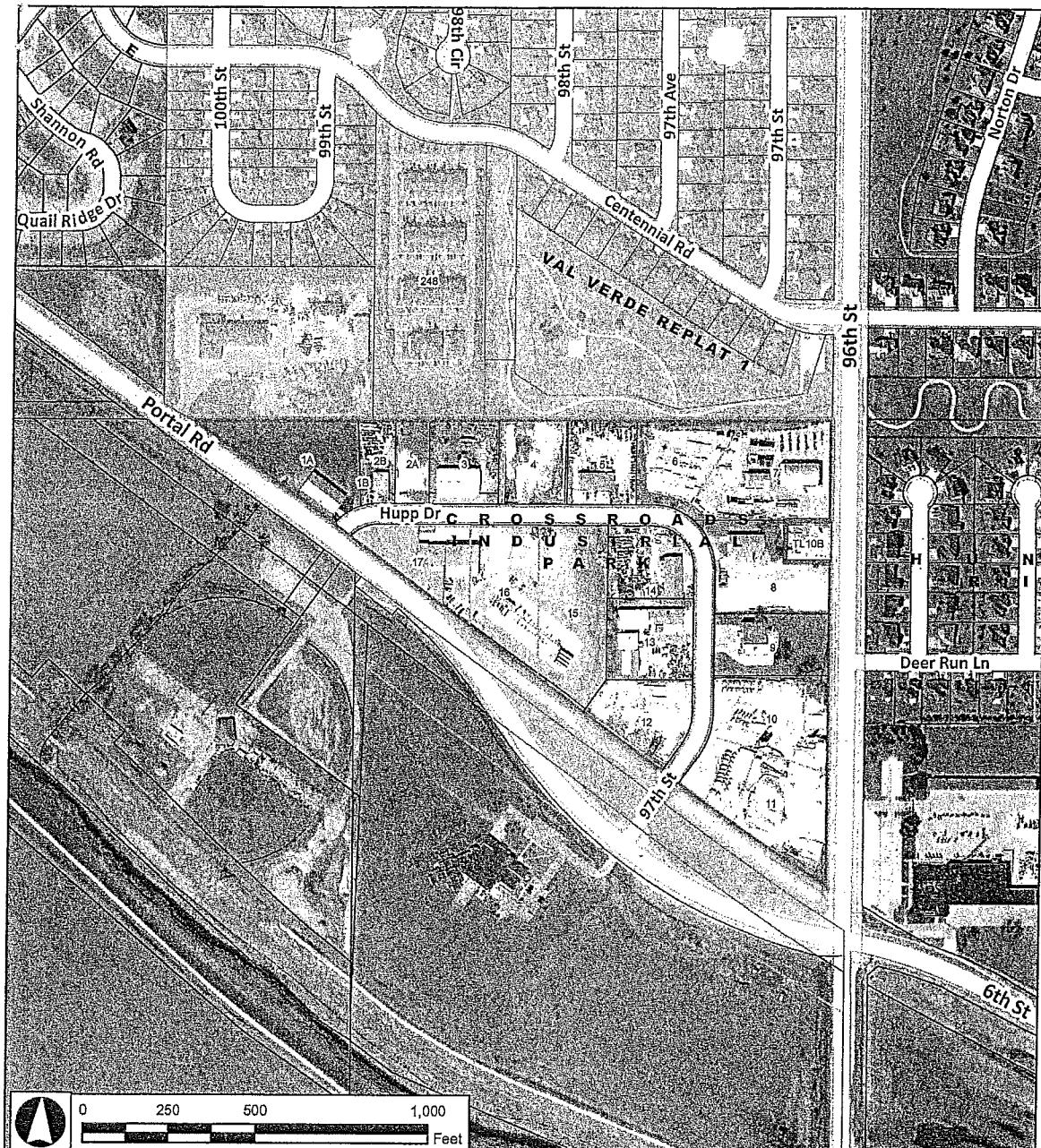
Commencing at the S. W. corner of said Section 21; thence Easterly, along the South line of Section 21, a distance of 2,640.0 feet to the point of Beginning; thence North, along the center of said Section 21, a distance of 2,967 feet, more or less, to the South right-of-way line of the Union Pacific Railroad; thence Southeasterly along said South right-of-way line a distance of 550.0 feet more or less to the North line of the S. E.  $\frac{1}{4}$  of said Section 21; thenceasterly along the N. line of the S. E.  $\frac{1}{4}$  of said Section 21 a distance of 2,210 feet more or less to the East line of Section 21, T14N, R12E; thence Southerly a distance of 290.0 feet; hence West a distance of 180.0 feet; thence South a distance of 119.2 feet; thence East a distance of 180.0 feet to the East line of said Section 21; thence South along the East line of said Section 21, a distance of 980.0 feet more or less, to the center-line of the County Road; hence Northwesterly a distance of 1,750.0 feet more or less; thence South a distance of ,200.0 feet to a point on the South line of said Section 21; thence West along the South line of said Section 21, a distance of 1,206.9 feet, to the point of Beginning.

Containing 100 acres more or less.

EXHIBIT "A" page 2

SANITARY & IMPROVEMENT DISTRICT NO. 82





## Annexation Area Map

### Legend

La Vista City Limits  
 Annexation Areas

SID 82 - Crossroads Industrial Park

October 5, 2010  
CAS



**LEGAL DESCRIPTION: CROSSROADS INDUSTRIAL PARK**

LOTS 1A, 1B, 2A, 2B, 3 THROUGH 17, CROSSROADS INDUSTRIAL PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH ALL PUBLIC STREETS LYING WITHIN SAID CROSSROADS INDUSTRIAL PARK, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, CROSSROADS INDUSTRIAL PARK, AND THE WEST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY;

THENCE SOUTH ON THE WEST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY TO THE NORTH LINE OF TAX LOT 10B;

THENCE WEST ON THE NORTH LINE OF TAX LOT 10B TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ON THE WEST LINE OF TAX LOT 10B TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ON THE SOUTH LINE OF TAX LOT 10B TO THE WEST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY;

THENCE SOUTH ON THE EAST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF SAID LOT 11, AND THE NORTHERLY LINE OF TAX LOT 20C, LYING WITH THE SE ¼ OF SECTION 21, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY;

THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF SAID TAX LOT 20C, AND THE SOUTHERLY LINE OF CROSSROADS INDUSTRIAL PARK TO THE NORTHWEST CORNER OF SAID LOT 1A, AND THE NORTH LINE OF SAID CROSSROADS INDUSTRIAL PARK;

THENCE EAST ON THE NORTH LINE OF CROSSROADS INDUSTRIAL PARK TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

A tract of land located in the E.  $\frac{1}{2}$  of Section 21, T14N, R12E. of the 6th P.M. Sarpy County, Nebraska more particularly described as follows:

Commencing at the S. W. corner of said Section 21; thence Easterly, along the South line of Section 21, a distance of 2,640.0 feet to the point of Beginning; thence North, along the center of said Section 21, a distance of 2,967 feet, more or less, to the South right-of-way line of the Union Pacific Railroad; thence Southeasterly along said South right-of-way line a distance of 550.0 feet more or less to the North line of the S. E.  $\frac{1}{4}$  of said Section 21; thenceasterly along the N. line of the S. E.  $\frac{1}{4}$  of said Section 21 a distance of 2,210 feet more or less to the East line of Section 21, T14N, R12E; thence Southerly a distance of 290.0 feet; hence West a distance of 180.0 feet; thence South a distance of 119.2 feet; thence East a distance of 180.0 feet to the East line of said Section 21; thence South along the East line of said Section 21, a distance of 980.0 feet more or less, to the center-line of the County Road; hence Northwesterly a distance of 1,750.0 feet more or less; thence South a distance of 200.0 feet to a point on the South line of said Section 21; thence West along the South line of said Section 21, a distance of 1,206.9 feet, to the point of Beginning.

EXCEPT AS:

LEGAL DESCRIPTION: CROSSROADS INDUSTRIAL PARK

LOTS 1A, 1B, 2A, 2B, 3 THROUGH 17, CROSSROADS INDUSTRIAL PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH ALL PUBLIC STREETS LYING WITHIN SAID CROSSROADS INDUSTRIAL PARK, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, CROSSROADS INDUSTRIAL PARK, AND THE WEST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY;

THENCE SOUTH ON THE WEST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY TO THE NORTH LINE OF TAX LOT 10B;

THENCE WEST ON THE NORTH LINE OF TAX LOT 10B TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ON THE WEST LINE OF TAX LOT 10B TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ON THE SOUTH LINE OF TAX LOT 10B TO THE WEST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY;

THENCE SOUTH ON THE EAST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF SAID LOT 11, AND THE NORTHERLY LINE OF TAX LOT 20C, LYING WITH THE SE  $\frac{1}{4}$  OF SECTION 21, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY;

THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF SAID TAX LOT 20C, AND THE SOUTHERLY LINE OF CROSSROADS INDUSTRIAL PARK TO THE NORTHWEST CORNER OF SAID LOT 1A, AND THE NORTH LINE OF SAID CROSSROADS INDUSTRIAL PARK;

THENCE EAST ON THE NORTH LINE OF CROSSROADS INDUSTRIAL PARK TO THE POINT OF BEGINNING.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVE CHANGE ORDER- THOMPSON CREEK PROP. ACQUISITIONS PHASE 2 DEMOLITION - CHANGE ORDER 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Anderson Excavating Co., Omaha, Nebraska to add minor amounts of grading and seeding, removal of two trees, and replacement of sidewalk at locations of gas service disconnects to the Phase 2 Demolition contract for houses acquired as part of the Thompson Creek Hazard Mitigation project.

**FISCAL IMPACT**

The FY 10/11 Capital Improvement Program contains funding for this expenditure, 75% is reimbursed by FEMA, 12.5% reimbursed by Papio-Missouri River NRD and the remaining 12.5% is the City's share.

**RECOMMENDATION**

Approval

**BACKGROUND**

On March 1, 2011, the City Council approved a resolution which authorized the advertisement for bids for demolition and removal of the second group of nine houses that have been acquired and vacated in the Thompson Creek Voluntary Property Acquisition project. A contract was awarded to Anderson Excavating Co. on April 5, 2011 in the amount of \$80,995.00. Additional work was found to be required during the performance of the demolition to replace sidewalks and perform seeding at locations of gas service disconnections. In addition some grading of parking areas was required to allow for maintenance of public sidewalks and two large trees were found to have fallen into Thompson Creek causing partial obstruction of flow and needed to be removed.

Change Order No. 1 will increase the contract price from \$80,995 to \$82,895.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH ANDERSON EXCAVATING CO., NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$1,900.00.

WHEREAS, the City has determined it is necessary and desirable to demolish the houses purchased in the FEMA grant voluntary buyout program; and

WHEREAS, on April 5, 2011, the City Council awarded the Phase 2 Demolition contract to Anderson Excavating Co., Omaha, Nebraska, in an amount not to exceed \$80,995.00; and

WHEREAS, the FY 10/11 Capital Improvement Program contains funding for this expenditure, 75% is reimbursed by FEMA, 12.5% reimbursed by Papio-Missouri River NRD and the remaining 12.5% is the City's share. The amount of the change order would be within the budgeted funds available; and

WHEREAS, minor amounts are requested for additional work needed for grading and seeding, removal of two trees, and replacement of sidewalk at locations of gas service disconnects for houses already under contract with Anderson Excavating Co.; and

WHEREAS, Paragraph 9 of §1-316 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order with Anderson Excavating Co., Omaha, Nebraska, for additional work needed for grading and seeding, removal of two trees, and replacement of sidewalk at locations of gas service disconnects for houses in the Thompson Creek Hazard Mitigation project in an amount not to exceed \$1,900.00.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

CHANGE ORDER NO. 1

THOMPSON CREEK PROPERTY ACQUISITIONS

PHASE 2 DEMOLITION

CITY OF LA VISTA, NEBRASKA

DATE OF CONTRACT: April 6, 2011

CHANGE ORDER PREPARED: May 25, 2011

OWNER: City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128  
Attn: John Kottmann

CONTRACTOR: Anderson Excavating, Co.  
1920 Dorcas Street  
Omaha, NE 68108  
Attn: Thomas Kuehl

DESCRIPTION OF CHANGES:

Additions:

1.	Finish Grading along Public Sidewalks Not Required by the Contract Specifications	\$ 350.00
2.	Remove Two Trees Fallen into Creek behind House that was Demolished	\$ 200.00
3.	Additional Sidewalk Removal and Replacement At Gas Service Disconnects Not Included in the Contract Specifications	\$ 1,187.50
4.	Extra Seeding at Gas Service Disconnects Not Included in the Contract Specifications	\$ 162.50
	Total Additions:	\$ 1,900.00
	Original Contract Price	\$ 80,995.00
	Revised Contract Price	\$ 82,895.00

The contract time will remain unchanged at 35 working days.

REASONS FOR CHANGES:

- A. The location of gas service connections to the public gas main were not known at the time of bidding the demolition. Some of these locations were under sidewalk and required removal and replacement of the sidewalk in order to allow disconnection by the gas company. This required additional seeding as well.
- B. Some parking areas required regrading to allow for machine maintenance of the public sidewalks by the City which was not part of the original specifications.
- C. Two large trees were fallen into the creek and required removal which was an unknown condition until a garage and shed were removed.

RECOMMENDED BY:



John M. Kottmann, P.E.

City Engineer

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

CITY OF LA VISTA

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

\_\_\_\_\_  
Attest \_\_\_\_\_

ANDERSON EXCAVATING, CO.

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

\_\_\_\_\_  
Attest \_\_\_\_\_

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
NDOR PROGRAM AGREEMENT – 96 <sup>TH</sup> STREET PORTAL RD. TO HARRISON ST.	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute a Program Agreement with Nebraska Department of Roads (NDOR) for pavement repair on 96<sup>th</sup> Street from Portal Road to Harrison Street. The project is eligible for Surface Transportation Program Funds from the Department of Transportation, Federal Highway Administration.

**FISCAL IMPACT**

The 10/11 Capital Improvement Program provides funding for the design portion of this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

This project was originally included in the current CIP as pavement repairs to 96<sup>th</sup> Street from Harrison to Giles Road, anticipating that design work would be completed this year and construction would take place in 2012. Total project cost estimate was \$346,800 for construction and engineering. The project was submitted for approval through the MAPA Transportation Improvement Plan and approved.

Since the time the original project cost estimate was completed, further design work has indicated that more extensive repair work is necessary on 96<sup>th</sup> Street between Harrison Street and Portal Road than was originally anticipated. The project consists of pavement removal and replacement at numerous locations along this stretch of 96<sup>th</sup> Street as well as complete removal and replacement of the bridge approach slabs at the bridge over the BNSF Railroad about 1,000 feet south of Harrison Street.

The new project cost estimate is \$600,000 and additional federal funds are available. The project would be an 80/20 split with federal funds paying 80% of the cost and the City paying 20% or \$120,000. It is anticipated that approximately \$5,000 will be spent this fiscal year on final design work. The construction would take place in FY12 and the balance of the City's portion will be included in the FY12 CIP.

The NDOR Program Agreement being submitted for approval was prepared using the original project cost estimate of \$346,800. While the NDOR is aware of the change in the project, they will not revise the program agreement to show the increased cost figures until bids are taken and final adjustments can be determined. The Agreement does need to be approved, however, in order for the project to continue to move forward.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE EXECUTION OF A PROGRAM AGREEMENT WITH THE STATE OF NEBRASKA, DEPARTMENT OF ROADS FOR PAVEMENT REPAIR ON 96<sup>TH</sup> STREET FROM PORTAL ROAD TO HARRISON STREET

WHEREAS, the City has determined that it is desirable to enter into an agreement with the State of Nebraska Department of Roads for pavement repair on 96<sup>th</sup> Street from Portal Road to Harrison Street; and

WHEREAS, the project is eligible for Surface Transportation Program Funds from the Department of Transportation, Federal Highway Administration; and

WHEREAS, the FY 10/11 Capital Improvement Program provides for funding for the design portion of the project; and

WHEREAS, federal funds will pay for 80% of the project; and

WHEREAS, the project consists of pavement removal and replacement at numerous locations throughout the project area as well as complete removal and replacement of the bridge approach slabs at the bridge over the BNSF Railroad about 1,000 feet south of Harrison Street; and

WHEREAS, this resolution will be marked Exhibit "B" and a copy attached to each original agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute said agreement on behalf of the City of La Vista, and the City Clerk is authorized to attest said execution.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2011

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## LPA PROGRAM AGREEMENT- STP FUNDS

CITY OF LA VISTA, NEBRASKA  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
PROJECT NO. MAPA-5017(4)  
STATE CONTROL NO. 22478  
96<sup>th</sup> ST, PORTAL-HARRISON

THIS AGREEMENT, made and entered into by and between the City of La Vista, Nebraska hereinafter referred to as the "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, certain routes in the LPA 's jurisdiction have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

WHEREAS, the Federal share payable on any portion of a STP project will be a maximum of 80 percent of the eligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

WHEREAS, the State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, the LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC has successfully completed training required by the State to serve as an RC for the Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, the LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, the LPA will support the RC and is ultimately responsible to ensure that, at a minimum:

1. The project receives independent and careful development, supervision and inspection,
2. The project is constructed in compliance with the plans and specifications,
3. All aspects of the project from planning through construction activities, including all environmental commitments remain eligible for Federal funding, and
4. Decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion, and

WHEREAS, if the LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

WHEREAS, the State and the LPA agree the State, on behalf of LPA, will advertise, conduct a letting and receive bids for the project and will pay all eligible costs directly to the Consultant and Contractors, and

WHEREAS, the State's role is only federal funding eligibility, including providing quality assurance and project assistance to ensure that the project is designed, constructed and managed according to federal rules and regulations. The State will coordinate with the LPA on federal funding issues, and

WHEREAS, Trans\*Port Site Manager will be used as the construction record-keeping system for construction and construction engineering services for this project, and

WHEREAS, Federal Regulations provide that the LPA shall not profit or otherwise gain from local property assessments that exceed the LPA's share of project costs, and

WHEREAS, the funding for the project under this agreement includes pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then OMB Circular A-133 audit requirements must be addressed as explained further in this agreement, and

WHEREAS, the total cost of the project, including preliminary engineering, is currently estimated to be \$346,800, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the LPA has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds; such costs are currently estimated to be \$69,360, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

Remove and replace pavement at various locations in 96<sup>th</sup> Street between Portal Road and Harrison Street, and

WHEREAS, the LPA desires that this project as shown on attached EXHIBIT "A" be constructed under the designation of Project No. MAPA-5017(4), as evidenced by the Resolution of the LPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011, attached as EXHIBIT "B" and made a part of this agreement.

NOW THEREFORE, in consideration of these facts, the LPA and State agree as follows:

#### SECTION 1. PURPOSE OF AGREEMENT

The LPA wishes to implement, plan, design, construct, operate, and maintain a Federal-aid transportation project on a street, highway, road or other transportation related facility under LPA's jurisdiction. The LPA and the State understand that the Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project; instead, FHWA provides funding for the project through the State. The State, pursuant to Neb. Rev. Stat. §39-1305, will act under this agreement as a steward of federal funds and as a liaison between LPA and FHWA. The purpose of this agreement is to set forth the understanding of the LPA and the State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this agreement, the LPA shall continue to have all duties concerning any aspects of project management, planning, design, construction, operation and maintenance. Nothing in this agreement shall be construed to create any duty of the State to LPA concerning such matters. LPA further agrees that LPA shall have no claim or right of action against the State under this agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.

## SECTION 2. DEFINITIONS

For purposes of this agreement, the following definitions will apply:

"AASHTO" means American Association of State Highway and Transportation

Officials.

"ADA" means the Americans with Disabilities Act.

"ASTM" means the American Society for Testing and Materials.

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"DOT" means the United States Department of Transportation, Washington, D.C.

20590, acting through its authorized representatives.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"FULL-TIME PUBLIC EMPLOYEE" means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to the State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

"FULLY QUALIFIED" means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified LPA "Responsible Charge" (RC's).

"LPA" means Local Public Agency sponsoring a federally funded transportation project and determined to be qualified to assume the administrative responsibilities for such projects by the State.

"LPD" means the Local Projects Division at Nebraska Department of Roads, in Lincoln, Nebraska.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

"PUBLIC EMPLOYEE" for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by the State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

"RESPONSIBLE CHARGE" or "RC" means the public employee or elected official who is fully empowered by the LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during and after construction. The RC is the day-to-day project manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents the LPA's interests in the delegated technical tasks.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State is a funding liaison between LPA and the United States Department of Transportation in LPA federally funded transportation projects.

"STATE CERTIFIED CONSULTANT" means a consultant that has met the certification requirements of the Nebraska Department of Roads to provide professional services in certain work categories for federal and state funded work in Nebraska.

"STATE REPRESENTATIVE" means an individual from the Nebraska Department of Roads District Office assigned to the project, who will perform State's federal funding eligibility duties under this agreement.

### SECTION 3. TERM OF THE AGREEMENT

This agreement will begin upon proper execution and continue in effect until the LPA's Federal-aid project is finished and final financial settlement has been completed, except that any terms of this agreement that contemplate long term activities of the LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law or agreement. If the LPA determines that for any reason it

will not continue with the development of this project as a Federal-aid project, the LPA shall notify the State and negotiate any necessary project termination conditions, and the LPA shall pay or repay the State for all costs incurred by the State prior to the LPA notifying the State that it is discontinuing work on the project.

#### SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

The LPA must immediately and formally appoint an RC for this project according to or consistent with the following requirements:

- A. The LPA hereby designates Joe Soucie as the RC for this project.
- B. Duties and Assurances of the LPA concerning its designated RC for this project.
  1. The LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
  2. The RC is a full-time employee or elected official of the LPA or of another entity as defined in "Public Employee" above.
  3. The RC is fully qualified and has successfully completed required training to serve as an RC.
  4. The LPA shall allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for Federal-aid highway project funding.
  5. The LPA shall not assign other duties to the RC that would affect his or her ability to properly carry out the duties set out in this agreement.
  6. The LPA shall provide necessary office space, materials and administrative support for the RC.
  7. The LPA shall fully cooperate with, support and not unreasonably interfere with day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
  8. The LPA shall take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.

9. The LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.
10. The LPA shall comply with the conflict-of-interest requirements of 23 CFR 1.33 and 49 CFR 18.36(b)(3) as described elsewhere in this agreement.
11. If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification the LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer, the LPD Project Coordinator, and the State District Representative; after such notification, the LPA shall replace the RC no later than ten calendar days or sooner if possible. The State will require the LPA to sign a supplemental agreement designating the replacement RC.
12. The LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. The LPA understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a project is ineligible for Federal funding, the LPA will repay the State all previously paid Federal funds, as determined by the State, and any costs or expenses the State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.

C. The LPA understands that the following are the duties of the RC:

1. Serve as the LPA's contact for issues or inquiries for Federal-aid projects assigned by the LPA.
2. Ensure that all applicable Federal, State and local laws, regulations, policies and guidelines are followed during the development and construction of the project.
3. Know and follow the State's LPA Guidelines Manual for Federal-Aid Projects.

4. Ensure that funds have been authorized by FHWA, in writing, prior to doing work in any phase that the LPA expects to be reimbursed with Federal funds.
5. Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision making.
6. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska (reference Neb. Rev. Stat. §81-3445).
7. Competently manage and coordinate the project day-to-day operations, including all project related decisions, on behalf of the LPA, which includes the LPA's governing body, staff and any extended staff dedicated to the project such as consulting engineers.
8. Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to the State and/or FHWA.
9. Monitor the progress and schedule of the project and be responsible for ensuring that the project is completed on time in accordance with established milestone dates.
10. Notify and invite the State to all coordination meetings, environmental scoping meetings, Plan-In-Hand review, public meetings/hearings.
11. Keep the State informed of all project issues.
12. Arrange preconstruction conference.
13. Keep the State's District Construction Representative informed of project start, and ending dates and other scheduled construction milestones.
14. Be trained in the use of Trans\*Port Site Manager if the LPA is providing the construction engineering services.
15. Prepare contractor change orders.
16. Notify the State when consultant services agreements need to be supplemented.
17. Properly serve as the LPA's representative, and to visit the project site during construction frequency commensurate with the magnitude and complexity of the project.

18. Ensure that proper construction management processes have been developed and implemented for the project.
19. Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for.
20. Attend all required training including the annual LPA RC workshop.
21. Fulfill continuing education requirements as specified in the State's LPA Guidelines Manual for Federal-aid projects.
22. Review and approve Professional Services invoices in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guide-man.html#forms4>.

#### SECTION 5. FEDERAL AID

The LPA understands and agrees that the LPA, its RC, agents, and Contractor have the sole duty of proper prosecution of the project, in accordance with the approved plans, and that failure to properly prosecute and construct the project in accordance with the approved plans may result in the loss of federal funding.

Because the LPA is to receive Federal Funds for any part of this project, the LPA shall perform the services for all phases of work, including, but not limited to preliminary engineering, environmental studies, acquisition of Right-of-Way, construction, construction engineering, etc., according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all phases or certain phases of work may become ineligible for Federal Funds if Federal procedures and requirements are not met.

Prior to beginning any phase of work on the proposed project, the LPA shall coordinate with the State's Local Projects Division Section Engineer for direction and assistance concerning funding requirements to ensure that all upcoming project work will be accomplished according to Federal procedures and requirements. It is the responsibility of the LPA/RC to verify with documented evidence that federal funding authorization was obtained prior to beginning any new phase of project work.

#### SECTION 6. FEDERAL APPROVAL

The State, on behalf of the LPA agrees to present the project to the FHWA for its approval, if necessary. This project has not been designated as a full oversight project.

Federal approval for proceeding with the project must be obtained by the LPA at the beginning of each of the following phases of the project:

1. Preliminary Engineering and NEPA

2. Right of Way

3. Utilities

4. Construction Engineering

5. Construction

Before each new work phase begins, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued. Before providing services covered in any original and/or supplemental services agreement, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued.

#### SECTION 7. LPA GUIDELINES

The LPA agrees to conform to the requirements of the LPA Guidelines Manual throughout all phases of this project. In the event the LPA believes that the LPA Guidelines Manual doesn't address clearly a particular aspect of the project work, the LPA shall seek guidance or clarification from the State's Local Project Division Section Engineer or Project Coordinator.

#### SECTION 8. OMB CIRCULAR A-133 AUDIT

The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The LPA shall have its finance officer or auditor; review the situation to determine what the LPA must do to comply with this federal mandate. If an A-133 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

The Federal award information needed for the SEFA includes:

**Federal Grantor:** U.S Department of Transportation – Federal Highway Administration

**Pass-Through Grantor:** Nebraska Department of Roads

**Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)

**CFDA Number:** 20.205

**Project Number:** MAPA-5017(4)

If an A-133 Audit is performed, the LPA shall provide a copy of the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

## SECTION 9. TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING

The LPA is responsible for submitting for payment only those costs that are eligible for Federal-aid. The State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for payment. Upon request from the State, the LPA will produce all cost records detailing the basis for all costs incurred on the project. The total cost of the project which includes: including preliminary engineering, final design, right-of-way, nonbetterment utility rehabilitation, construction, construction engineering, and LPA and State eligible expenses (as outlined below) is currently estimated to be \$346,800. The LPA's share of all actual eligible costs is estimated to be \$69,360. The State agrees to use the LPA's Federal Funds for the actual eligible costs of the improvement which is estimated to be \$277,440. Both the LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower.

### LPA Incurred Oversight Costs:

Project initiation and oversight costs incurred by the LPA with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. Before the LPA can incur reimbursable costs, the LPA must receive pre-authorization in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guide-man.html#forms4>. Pre-authorized costs for project initiation, project oversight, and incurred expenses such as railroad, utilities, and right-of-way, must be invoiced to the State in accordance with the LPA Reimbursement Procedures and this agreement. The LPA may request reimbursement of their eligible actual costs by submitting an invoice to the State, no more than monthly. The State will reimburse the LPA for the Federal share of the eligible actual costs.

### LPA Incurred Professional Services:

Professional services provided by the LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by the LPA, associated costs, and method of reimbursement. **Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

Professional Consultant Services:

Upon execution of any professional consultant services agreement for this project, the State may invoice the LPA their share of the total agreement amount. The RC will review and approve any professional services invoices in accordance with the LPA Reimbursement Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

Construction, Contingencies and Construction Engineering:

Upon award of the construction contract, the State will invoice the LPA their share of the construction contract plus contingencies and construction engineering, and any unbilled preliminary engineering expenses. The LPA shall pay the State within 30 calendar days of receipt of invoice from the State. The RC will review and approve any Construction Engineering invoices in accordance with the LPA Reimbursement Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the LPA under this agreement; to include any Professional Services agreements.

State Incurred Costs

Any project coordination and quality assurance review costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. The State at its discretion may invoice the LPA their share of these costs and the LPA shall make payment within 30 calendar days of receipt of invoice.

Final reimbursement requests must be made within 60 days after the LPA has filed a completed State DR Form 299 with the State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the AUDITS AND FINAL SETTLEMENT section of this agreement for additional information.

**SECTION 10. LPA FINANCIAL RESPONSIBILITY**

The LPA's share of the total project cost will be all costs not paid for by Federal Funds. The LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the LPA

where Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, where the Federal government refuses to participate in the project or any portion of the project the LPA is responsible for full project payment with no cost or expense to the State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, the LPA shall pay or repay the State for all costs incurred by the State prior to such abandonment.

#### SECTION 11. SCHEDULE

The LPA shall provide the State with current project schedules, submittal dates and critical milestone dates. The LPA shall notify and keep the State informed on all project issues.

#### SECTION 12. PROCUREMENT OF PROFESSIONAL SERVICES

If a Consultant is to be selected to provide professional services for the project (preliminary engineering, construction engineering), the method of procurement and evaluation must follow all guidelines and requirements outlined in the LPA Guidelines Manual. For funding eligibility, the State will review and approve the Request for Proposals prior to advertising. To maintain Federal-aid eligibility for the project, the selected Consultant must be a State Certified Consultant.

#### SECTION 13. PRELIMINARY ENGINEERING

The Parties agree that preliminary engineering, which includes project design, plan development, environmental studies and final design, will be accomplished by the LPA or a State Certified Consultant selected by the LPA. Preliminary engineering costs are estimated to be \$34,680. The scope of professional services to be provided by the selected Consultant must be negotiated by the LPA and outlined in a Professional Services Agreement and executed by the LPA and Consultant. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any PE work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.** The State will pay the Consultant directly. The Consultant and LPA shall invoice the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

The LPA, with State technical advice when requested, agrees to perform or cause to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. All plans, specifications, and estimates must be presented to the State for funding approval to ensure adherence to Federal Standards. The LPA or its Consultant shall design the project according to the current AASHTO Policy on Geometric Design of Highways

and Streets, the Nebraska Minimum Design Standards of the Board of Public Roads, Classifications and Standards, the Americans with Disabilities Act (ADA) Accessibility Guidelines and LPA Guidelines Manual for Federal-aid projects. Any deviations from the above publications must be approved for funding by the State on behalf of FHWA.

Professional Performance:

It is understood by the Parties that the LPA is solely responsible for the professional performance and ability of the LPA and their Consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by the State, or acceptance or use of the work product of the LPA or their consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of the LPA and their Consultant which would relieve the LPA from any expense or liability that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA for the project.

SECTION 14. ENVIRONMENTAL RESPONSIBILITY

The LPA shall be responsible to complete any federally required environmental reviews, actions, commitments, and documents for this project, and receive approval by the State and the FHWA **prior** to proceeding with appraising property, acquiring any right-of-way, or final design for the project.

The LPA agrees to acquire any or all permits necessary to accomplish the project.

When it is determined that public involvement is a federal requirement for the project, the LPA shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing/meeting is required, the LPA may contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the LPA of the proper procedures and policies for conducting the hearing, or to answer any questions.

SECTION 15. RAILROAD

This section has intentionally been left blank in this contract.

SECTION 16. UTILITIES

Any utility rehabilitations or installations made within the Right-of-Way on this project after execution of this agreement must be in accordance with the provisions of Federal-aid Highway Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S.

Department of Transportation, Federal Highway Administration, and a State approved Utility Accommodation Policy. In order to receive Federal-aid for this improvement, the LPA shall follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between the LPA and the Utility will need to be executed by both parties and approved by the State, and Notice to Proceed will be given by the State to the LPA, prior to beginning the utility work being done. The State's standard utility agreement (State Template AGR167) must be used; a copy of this agreement can be obtained from the LPD Project Coordinator.

Any local project work within a State Highway right-of-way requires an approval in the form of a letter of authorization or a permit from the State. The LPA shall contact the State's District Engineer or Permits Officer to determine if a permit or permits is needed for the project and to make application for those permits if necessary.

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the nonbetterment portion of utility rehabilitation costs will be reimbursed for facilities occupying private property.

Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it is necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and estimates submitted by the utility and approved by the LPA and State. Should this project necessitate the nonbetterment rehabilitation of any municipally and/or privately owned and operated utilities, the parties hereto agree to enter into a separate agreement (State Template AGR167) to provide for the preliminary engineering, construction and construction engineering of the nonbetterment utilities and the reimbursement to the City by the State for the costs of the rehabilitation of municipally and/or privately owned and operated utilities. Said agreement shall be entered into and approved prior to utility work beginning.

#### SECTION 17. RIGHT-OF-WAY

The Federal law governing acquisition and relocation on federally assisted projects is Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act. The LPA shall comply with the Uniform Act, and the State's Right-of-Way Acquisition guide for LPA's.

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** The State's Relocation Assistance Act, Neb. Rev. Stat. 76-214 through 76-1238 applies on all projects.

Prior to beginning Right-of-Way appraisals and acquisition, the LPA shall submit to the Local Projects Division Project Coordinator Right-of-Way plans, legal descriptions and an estimate for review and approval for federal funding. If acceptable for funding, the State will issue the LPA a Notice-to-Proceed with the Right-of-Way work phase.

Prior to proceeding with the construction phase, the LPA shall present to the State a Right-of-Way Certificate that certifies the LPA has complied with the Uniform Act requirements and that the project is ready for construction. The State will allow the construction phase of the project to begin, if the documentation submitted by the LPA supports the Right-of-Way Certificate and if all other Right-of-Way requirements have been met.

The LPA shall assure the State, and certify after accomplishment, that any Right-of-Way for this improvement not donated in compliance with FHWA guidelines will be or has been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right-of-Way Manual as approved by FHWA.

Any eligible actual Right-of-Way costs incurred by the LPA shall be billed to the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

#### SECTION 18. RIGHT-OF-WAY ENCROACHMENTS

The LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. Also, the LPA agrees to keep the old and new Right-of-Way free of future encroachments, except those specifically authorized by permit.

The LPA must have all encroachments cleared from the Right-of-Way before requesting a Right-of-Way Certificate and must attest to said clearance.

#### SECTION 19. LAND CORNERS

The LPA shall locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

#### SECTION 20. SPECIAL ASSESSMENTS

Prior to initiating a special assessment on a federal aid project, the LPA shall notify the NDOR LPD-PC of their proposed assessment. If a special assessment is levied as part of a Federal-aid project, it shall be conducted as described in the NDOR Right of Way manual, which, as of October 2010, is in the process of being revised on this issue. See the revised NDOR Right of Way manual language below.

The LPA is required to provide the four points of documentation to the LPD-PC. They are also required to follow all the terms of the Uniform Act in the acquisition of right of way for a Federal-aid project.

Revised NDOR Right of Way Manual language:

*"When federal funds participate in a project, an LPA may not levy a *special assessment*, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act.*

*However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances."*

The LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated the Uniform Act.
- The acquisition costs will be paid by the LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

## SECTION 21. LETTING

At the request of FHWA, the State, on behalf of the LPA, will hold a bid letting for this project. The State agrees to receive and review all plans, specifications, estimates and surveys of the LPA and to advertise and conduct a bid letting for this project. The State will recommend the selection of low bidders and the awarding of a contract or contracts which shall be concurred in by the LPA, and the construction contract shall be signed by the LPA.

The LPA shall submit the final plans package (100 percent plans, specifications, engineers' estimate, status of utilities, environmental permits, right-of-way certificate and contract bidding documents) to the State's Local Projects Division Project Coordinator for review when the package is complete. The State will review the submitted items and proceed with advertising the project for bids when appropriate. The LPA is solely responsible for the accuracy and completeness of the plans and bidding documents. The selection of low bidders and awarding of a contract or contracts must be concurred in by the LPA prior to State award. The LPA will sign the contract and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

## SECTION 22. CONTRACTOR PAYMENTS

All project contractor construction costs will be paid directly to the contractor by the State, on behalf of the LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans\*Port Site Manager Software**. The RC or Consultant must be trained by the State in the use of **Trans\*Port Site Manager Software**. Any progress and final invoices approved by the LPA or RC shall be submitted to the State Representative for funding approval and processed for payment.

## SECTION 23. CONSTRUCTION ENGINEERING

The LPA will be solely responsible for all construction engineering on this project. The Parties agree that the construction engineering, which is an eligible project expense and which includes construction management, staking, inspection and field testing, will be accomplished by LPA forces or a State Certified Consultant selected in accordance with the LPA Guidelines Manual. Prior to the selected Consultant providing any construction engineering services, the scope of services and associated costs must be negotiated by the LPA and outlined in a Professional Services Agreement executed by the Consultant and the LPA. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any construction engineering services performed prior to execution of said agreement,**

**Federal authorization and receipt of a written Notice to Proceed will not be eligible for  
Federal funding.**

The inspection, sampling and testing of all materials must be done in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide, the Quality Assurance Program for Construction, and the State Standard Methods of Tests or applicable AASHTO or ASTM procedures and as outlined in the Professional Services Agreement.

The LPA shall provide adequate quality control, construction administration on the project and will be responsible for the sampling and delivery of project materials for testing to a qualified laboratory.

In all cases, the LPA is solely responsible for inspecting the project, performing quality assurance, and insuring that the project is constructed in compliance with this contract, plans, specifications, scope of work, regulations, statutes, etc. The State Representative will evaluate the LPA's work solely for federal funding eligibility.

**SECTION 24. PROJECT COMPLETION**

Upon project completion, the LPA shall complete and sign a State DR Form 299, "Notification of Project Completion and Materials Certification" and provide it to the State Representative for further action.

The LPA by signing DR Form 299 certifies that all sampling and test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test reports meet contract requirements and are on file with the LPA. The LPA shall make them available for inspection to the State and the FHWA or their authorized representatives when requested in writing to do so.

The State Representative assigned to the project will conduct a final review of the project and will determine if the project meets federal program requirements. If the State District Construction Representative determines the project, meets federal program requirements the State District Construction Representative will sign the DR Form 299 and send it to the State District Engineer for signature. The State District Engineer will forward the form to the State's Local Projects Division Section Engineer for signing, project closeout and final payment. If the State District Construction Representative determines the project does not meet federal program requirements, the State District Construction Representative will notify the LPA's RC in writing of what needs to be done to bring the project into compliance before the State District Construction Representative will sign the DR Form 299 and recommend the project is ready for

closeout. The LPA shall contact the State's District Engineer for State District Construction Representative assignment. It is understood that any time spent by the State Representative on this project will be part of the cost of the project and the State's expenses will be included as costs of the project, as specified in this agreement.

Upon project completion and final review, the LPA shall send one set of "As-Built" plans to the State's Local Projects Section Engineer and one set to the State's District Engineer.

#### SECTION 25. AUDIT AND FINAL SETTLEMENT

Final settlement cannot be made between the State and the LPA until the LPA has filed a completed State DR Form 299 with the State, and both the LPA and the State have signed it.

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. The amount of the final settlement between the State and the LPA will be the calculated LPA's share of the total eligible project costs less the total local funds paid to the State by the LPA.

If the LPA's share of the eligible project costs is more than the local funds paid to the State, the State will bill the LPA an amount up to the LPA's share of the eligible project costs. The LPA agrees to reimburse the State for any overpayments discovered by the State within thirty (30) days of receipt.

If the LPA's share of the eligible project costs is less than the local funds paid to the State, the State will reimburse the LPA an amount up to the LPA's share of the eligible project costs.

#### SECTION 26. CHANGES TO LPA ROUTES

Changes to the LPA routes which affect the function or operation of the improvement made either during construction or after the project is completed, will require prior approval of the State. Requests for changes during project construction must be made to the State Representative who will then forward it to the Local Projects Division Project Coordinator for final approval.

#### SECTION 27. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

Upon project completion, the LPA shall maintain the project at its own expense, and agrees to make provisions each year for the maintenance costs involved in properly maintaining this facility. The LPA shall also be responsible for any required environmental commitments and monitoring after the construction of the project. The LPA will release and hold harmless the State and FHWA from any suits brought against the State arising out of the LPA's construction, operation, and maintenance of or related to the project.

## SECTION 28. TRAFFIC CONTROL

The LPA shall be responsible for all traffic control along the project, and on project related detours, before, during and after construction. Traffic control must conform to the Manual on Uniform Traffic Control Devices. By requesting financial settlement of the project the LPA certifies that all traffic control devices on the finished project have been properly completed or installed.

## SECTION 29. CONFLICT OF INTEREST LAWS

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT for LPA OFFICIALS, EMPLOYEES & AGENTS for LOCAL FEDERAL-AID**

**TRANSPORTATION PROJECTS** located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOR Conflict of Interest Disclosure Form for LPAs for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall notify, or be required to notify, the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

## SECTION 30. DRUG FREE WORKPLACE

The LPA shall have an acceptable and current drug-free workplace policy on file with the State.

## SECTION 31. RECORDS RESPONSIBILITY

The LPA shall maintain all correspondence files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final cost settlement under this agreement; such records must be available for inspection by the State and the FHWA or any authorized representatives of the

Federal government, and the LPA shall furnish copies to those mentioned in this section when requested to do so.

#### SECTION 32. FAIR EMPLOYMENT PRACTICES

If the LPA performs any part of the work on this project itself, the LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the DISCRIMINATION CLAUSES Section of this agreement. The reference to "Contractor" in this section also means the "LPA".

#### SECTION 33. DISABILITIES ACT

The LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

#### SECTION 34. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

The LPA agrees to comply with the requirements of Neb.Rev.Stat. §4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of §4-114(1)(b) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### SECTION 35. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

##### A. Policy

The LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

##### B. Disadvantaged Business Enterprises (DBEs) Obligation

The LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to

compete for and perform contracts. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a subrecipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

Failure of the LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

#### SECTION 36. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this agreement, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with

such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
  - (a) Withholding of payments to the LPA under this agreement until the LPA complies, and/or
  - (b) Cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The LPA shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the State to enter into such litigation to protect the interests of the State, and in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

#### SECTION 37. REPRESENTATIONS

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

IN WITNESS WHEREOF, the LPA and State hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WITNESS:  
Pamela Buethe

CITY OF LA VISTA  
Douglas Kindig

---

LPA Clerk

---

Mayor

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Jim Wilkinson, P.E.

---

Local Projects Division Engineer

RECOMMENDED:  
Tim Weander

  
\_\_\_\_\_  
District 2 Engineer

Sarpy County, Nebraska



*Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.*

Map Scale  
1 inch = 2000 feet

8/30/2010

DR 530 Exhibit  
Attachment "A"  
August 31, 2010

Location Map  
96<sup>th</sup> St – Portal Rd. to Harrison St.  
City of La Vista, Nebraska



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SELECTION CONCURRENCE AND CONSTRUCTION CONTRACT AUTHORIZATION -LA VISTA LINK-KEYSTONE TRAIL ENH-77(50)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared accepting Tab Holding Company, Inc., DBA Tab Construction, Omaha, Nebraska, as the low compliant bidder for the project identified as ENH-77(50) and authorizing the Mayor and City Clerk to sign construction contracts on behalf of the City of La Vista.

**FISCAL IMPACT**

The FY 2010/11 Capital Improvement Program provides funding for the La Vista Link-Keystone Trail Project. The construction and construction engineering for the project are eligible for 80% Federal aid.

**RECOMMENDATION**

Approval

**BACKGROUND**

The City of La Vista submitted the La Vista Link-Keystone Trail Project for Transportation Enhancement funding in 2006 and was subsequently chosen. The project consists of a hiking/biking trail from 69<sup>th</sup> and Lillian easterly along the south side of the Sports Complex to 66<sup>th</sup> Street; thence, northerly along the east side of 66<sup>th</sup> Street to the intersection of 66<sup>th</sup> and Harrison Street connecting to the existing trail along Harrison Street. .

The State received bids on behalf of the City for the said project on May 12, 2011, at which time seven bids were received for the construction of proposed work; Tab Holding Company, Inc., DBA Tab Construction, Omaha, Nebraska was selected as the low bidder.

Tab Holding Company, Inc., DBA Tab Construction	\$290,380.32
Chas. Vrana & Son Construction Co.	\$326,292.35
Investors for Infrastructure, LLC	\$341,477.83
Omni Engineering, Inc. and Subsidiaries	\$361,898.25
MFT Construction, Inc.	\$379,827.39
Anderson Excavating Company	\$420,956.78
TCW Construction, Inc.	\$428,470.70

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACCEPTING TAB HOLDING COMPANY, INC. DBA TAB CONSTRUCTION, OMAHA NEBRASKA AS THE LOW COMPLIANT BIDDER FOR THE LA VISTA LINK-KEYSTONE TRAIL PROJECT ENH-77 (50).

WHEREAS, the City Council of the City of La Vista has determined that the La Vista Link-Keystone Trail Project is necessary; and

WHEREAS, the FY 10/11 Capital Improvement Program provides funding for this expenditure; and

WHEREAS, the construction and construction engineering for the project are eligible for 80% Federal aid; and

WHEREAS, the City Council submitted the La Vista Link-Keystone Trail Project for Transportation Enhancement funding in 2006; and

WHEREAS, the State of Nebraska received bids on behalf of the City for said project on May 12, 2011; and

WHEREAS, Tab Holding Company, Inc. dba Tab Construction, Omaha, Nebraska, has submitted the low, qualified bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska accept Tab Holding Company, Inc. dba Tab Construction, Omaha, Nebraska as the low compliant bidder for the La Vista Link-Keystone Trail Project ENH-77 (50).

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2011.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 7, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PAINT STRIPING SERVICE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared to accept the proposal submitted by Vogel Traffic Services for paint striping streets within city limits. Estimated cost for the service is \$7,455.00.

**FISCAL IMPACT**

The FY 10/11 General Fund Budget contains funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

The contract with Vogel Traffic Services is administered through the Sarpy County Highway Department. Each city in Sarpy County is billed separately for the number of gallons applied. The City of La Vista has been participating in this program for more than 11 years. A city employee accompanies Vogel Traffic Services during the entire painting process.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACCEPTING THE PROPOSAL SUBMITTED BY VOGEL TRAFFIC SERVICES FOR PAINT STRIPING STREETS WITHIN CITY LIMITS.

WHEREAS, the City Council of the City of La Vista has determined that paint striping streets within city limits is necessary; and

WHEREAS, the FY 10/11 General Fund Budget contains funding for this project; and

WHEREAS, the contract with Vogel Traffic Services is administered through the Sarpy County Highway Department with each city being billed separately for the number of gallons applied; and

WHEREAS the City of La Vista has been participating in this program for more than 11 years; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska accept the proposal submitted by Vogel Traffic Services for paint striping streets within the city limits.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2011.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SUPPORT OMAHA'S FEDERAL LEGISLATIVE REQUEST	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared to support the City of Omaha's request of federal officials to propose legislation to split the cost for meeting the requirements of the Federal Clean Water Act 50/50 between cities and the federal government in order to relieve La Vista homeowners and businesses from some of this costly financial burden.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Mayor received the attached letter from Omaha Mayor Jim Suttle requesting that the City of La Vista support Omaha's efforts to request that federal legislators pursue legislation to split the cost for meeting requirements of the unfunded Federal Clean Water Act mandate. Because the City of La Vista contracts with the City of Omaha for the transportation and treatment of its sanitary sewage, our residents and business owners are and will continue to be impacted through rate increases necessary to fund the \$1.7 Billion sewer system upgrade.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO SUPPORT THE CITY OF OMAHA'S REQUEST OF FEDERAL OFFICIALS TO PROPOSE LEGISLATION THAT WOULD SPLIT THE COST FOR MEETING THE REQUIREMENTS OF THE FEDERAL CLEAN WATER ACT 50/50 BETWEEN CITIES AND THE FEDERAL GOVERNMENT IN ORDER TO RELIEVE LA VISTA HOMEOWNERS AND BUSINESSES FROM SOME OF THIS COSTLY FINANCIAL BURDEN.

WHEREAS, the City of Omaha, in order to comply with the requirements of the federal Clean Water Act, must upgrade a big part of the City's sewer system increasing sewer usage fees significantly over the next 10 years, and

WHEREAS, the City's plan will reduce the amount of untreated sewage being dumped into local waterways by establishing separate and combined sewers in some parts of the City, building two new storm water treatment plants and two new underground storage facilities, and boring a 5.4 mile-long tunnel along the Missouri River to carry overflow storm water to one of the new treatment plants, and

WHEREAS, federal regulators have mandated that Omaha reduce the amount of untreated sewage that currently overflows at 29 locations, presently about 50 times a year, dumping raw sewage into the Missouri River and Papillion Creek, thus impairing the quality of those water bodies, and

WHEREAS, the \$1.7 billion cost to overhaul major portions of Omaha's sewer system will cause the annual sewer usage fees to the average homeowner to increase significantly by 2017, and even more for business users who will share the burden of this federal mandate, and

WHEREAS, the City of La Vista contracts with the City of Omaha for the transportation and treatment of its sanitary sewage and as a result are impacted through rate increases necessary to fund the sewer system upgrade.

NOW, THEREFORE, BE IT RESOLVED, that City Council of La Vista, Nebraska does hereby support the City of Omaha's request of federal lawmakers to split the cost for meeting the requirements of the Federal Clean Water Act 50/50 between cities and the federal government in order to relieve La Vista homeowners and businesses from some of this costly financial burden.

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

CITY OF LA VISTA

---

Douglas D. Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



City of Omaha  
Jim Suttle, Mayor

April 18, 2011

Office of the Mayor  
1819 Farnam Street, Suite 300  
Omaha, Nebraska 68183-0300  
(402) 444-5000  
FAX: (402) 444-6059

Mayor Doug Kindig  
City of LaVista  
8116 Park View Boulevard  
LaVista, NE 68128

Dear Mayor Kindig:

On March 26, 2010 I was appointed to the U.S. Conference of Mayors Water Council (MWC), an organization with the primary goal to assist local governments in providing high quality water resources in a cost effective manner. This objective includes working to address federal mandates to cities for Combined Sewer Overflow (CSO) projects.

The Mayors Water Council established a policy negotiating team to meet with officials from the Environmental Protection Agency (EPA) and the Department of Justice (DOJ) in order to develop a more flexible and cost-effective CSO compliance protocol. One goal of this team is to establish a cost sharing model between CSO mandated cities and the federal government.

As you know, this unfunded federal mandate will affect roughly 600,000 users in Sarpy and Douglas counties, causing sewer fees for ratepayers to increase to \$50 per month on average.

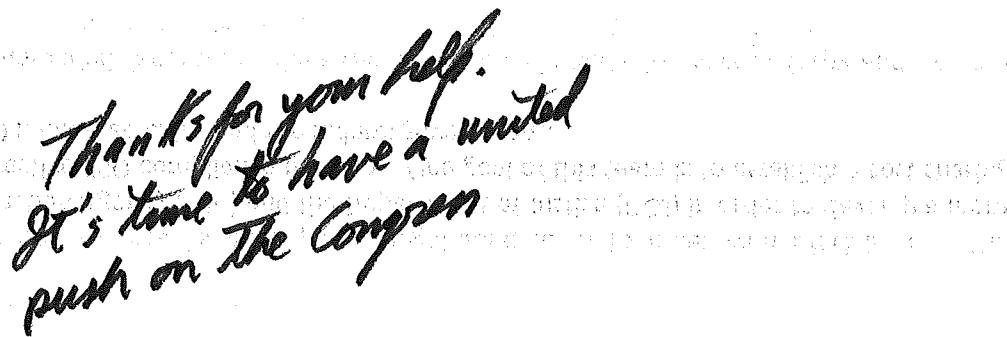
In March the Omaha City Council passed the attached Resolution authorizing the Mayor of Omaha to request that Nebraska's US representatives propose legislation splitting the cost of the sewer overhaul 50/50 with the federal government. The purpose of the Resolution is to preserve economic development, job opportunities, and relieve homeowners and businesses from the costly financial burden of this unfunded federal mandate.

I am asking you to join us in passing a similar resolution to share the expense of this unfunded mandate with the federal government. When I return to Washington DC in June I will present our concerns to Nebraska's Congressional delegation and the federal government. We must work together to ease the financial burden this mandate puts on our two communities. As always, please contact me at 402-444-5005 to discuss the CSO project or any other issues that are important to our communities.

Respectfully,

  
Jim Suttle  
Mayor Jim Suttle  
City of Omaha

JS/dd

  
Thanks for your help.  
It's time to have a united  
push on the Congress



March 22, 2011

Office of the Mayor  
1819 Farnam Street, Suite 300  
Omaha, Nebraska 68183-0300  
(402) 444-5000  
FAX: (402) 444-6059

City of Omaha  
Jim Suttle, Mayor

Honorable President

and Members of the City Council,

Transmitted herewith is a Resolution authorizing the Mayor of Omaha to request that Nebraska's United States representatives propose legislation splitting the cost of overhauling much of the city's sewer system. Federal requirements of the Clean Water Act have mandated that Omaha reduce the amount of untreated sewage that overflows at 29 locations, about 50 times a year, dumping raw sewage into the Missouri River and Papillion Creek, impairing the quality of those water bodies. The \$1.7 billion cost to overhaul major portions of the city's sewer system will cause the annual sewer usage fees to the average homeowner to increase to over \$600 by 2017 and even more for business users who will share the burden of this unfunded federal mandate.

The Mayor and city officials suggest legislation splitting the cost of sewer system upgrades, with the federal government, 50 / 50 in order to preserve economic development, job opportunities and relieve homeowners and businesses from some of this costly financial burden.

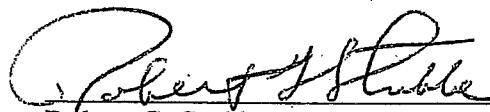
Respectfully submitted,

  
Jim Suttle  
Mayor

3/17/11  
Date

Approved:

Approved as to Funding:

  
Robert G. Stubbe, P.E.  
Public Works Director  
3-16-11  
Date

DD

  
Pam Spaccarotella  
Finance Director  
3-17-11  
Date

1094AARhpt

## CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

*Amended by CC/LN 334  
of 3-22-11 (cc)*

## RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, the City of Omaha, in order to comply with the requirements of the federal Clean Water Act, must upgrade a big part of the City's sewer system increasing sewer usage fees significantly over the next 10 years; and,

WHEREAS, the City's plan will reduce the amount of untreated sewage being dumped into local waterways by establishing separate and combined sewers in some parts of the City, building two new stormwater treatment plants and two new underground storage facilities, and boring a 5.4-mile-long tunnel along the Missouri River to carry overflow stormwater to one of the new treatment plants; and,

WHEREAS, federal regulators have mandated that Omaha reduce the amount of untreated sewage that currently overflows at 29 locations, presently about 50 times a year, dumping raw sewage into the Missouri River and Papillion Creek, thus impairing the quality of those water bodies; and,

WHEREAS, the \$1.7 billion cost to overhaul major portions of the City's sewer system will cause the annual sewer usage fees to the average homeowner to increase to over \$600 by 2017, and even more for business users who will share the burden of this federal mandate; and,

WHEREAS, major Omaha businesses are considering relocating outside of Omaha, taking hundreds of jobs from the City's economy; and,

WHEREAS, the Mayor recommends asking federal officials to propose legislation that would split the cost 50/50 between cities and the federal government, preserving economic development, job opportunities and relieving homeowners and businesses from some of this costly financial burden; and,

WHEREAS, on December 18, 2008, the Omaha City Council adopted a similar resolution seeking federal assistance for the said required overhaul of the City's sewer system, a copy of which resolution is attached.

By.....  
Councilmember

Adopted.....

.....  
City ClerkApproved.....  
Mayor

## CITY OF OMAHA

LEGISLATIVE CHAMBER

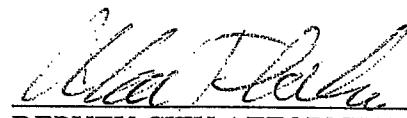
Omaha, Nebraska

PAGE 2

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, as recommended by the Mayor, this City Council does hereby approve making a request for lawmakers on the federal level to propose and endorse legislation that shares the financial burden of \$1.7 billion between sewer ratepayers of Omaha and the federal government for this unfunded mandate to overhaul the City's sewer system; that the City Clerk is directed to transmit a copy of this Resolution and other pertinent information to federal lawmakers; and that the City Clerk is directed to also transmit to federal lawmakers a copy of the December 18, 2008, City Council Resolution No. 1703 previously requesting such financial assistance.

APPROVED AS TO FORM:

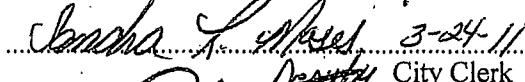
  
Debra Dill 3-21-11  
DEPUTY CITY ATTORNEY DATE

PLAW - CITY COUNCIL DOCUMENTS\2011\30034dlm

By Harry Bernstein

Councilmember

Adopted MAR 22 2011 AS amended 7-0

  
Sandra L. Wheeler 3-24-11  
Deputy City ClerkApproved   
Jim Suttle 3-24-11  
Mayor

NO. 334 ✓

Resolution by .....

Res. that as recommended by the Mayor, this City Council does hereby approve making a request for lawmakers on the federal level to propose and endorse legislation that shares the financial burden of \$1.7 billion between sewer ratepayers of Omaha and the federal government for this unfunded mandate to overhaul the City's sewer system; that the City Clerk is directed to transmit a copy of this Resolution and other pertinent information to federal lawmakers; and that the City Clerk is directed to also transmit to federal lawmakers a copy of the December 18, 2008, City Council Resolution No. 1703 previously requesting such financial assistance.

POLAW - CITY COUNCIL DOCUMENTS\2011\3034dm

38 ✓

Presented to City Council

MAR 22 2011

*Removed from the Consent Agenda at the request of the City Clerk  
Resolution read and approved  
Amendment of the whole - Adopted as amended 7-0*

*Buster Brown*

City Clerk

✓  
S

I

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT THE LA VISTA CITY SWIMMING POOL AND SAND VOLLEYBALL COURT ON SATURDAY, JULY 30, 2011, BY CITY EMPLOYEES, VOLUNTEERS AND THEIR GUESTS IN CONJUNCTION WITH THE ANNUAL VOLUNTEER/EMPLOYEE PICNIC.

WHEREAS, the La Vista Employee Activity Committee has requested permission to consume alcohol at the La Vista City Swimming Pool and Sand Volleyball Court in conjunction with the annual volunteer/employee picnic to be held on July 30, 2011, and .

WHEREAS, City Council approval must be obtained prior to allowing the consumption of alcoholic beverages on city property.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the consumption of alcohol at the La Vista City Swimming Pool and Sand Volleyball Court on July 30, 2011, in conjunction with the annual volunteer/employee picnic.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk