



**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO RAY CRANE OF THE LA VISTA PUBLIC WORKS DEPARTMENT, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Ray Crane, has served the City of La Vista since June 16, 1997 and

WHEREAS, Ray Crane'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 Ray Crane on behalf of the City of La Vista for 20 years of service to the City.

DATED THIS 20TH DAY OF JUNE, 2017.

Douglas Kindig, Mayor

Kirk J. Thomas  
Councilmember, Ward I

Terrilyn Quick  
Councilmember, Ward II

Alan W. Ronan  
Councilmember, Ward III

Jim Frederick  
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC  
City Clerk



# MINUTE RECORD

A-2

No. 728 — REEDIE & COMPANY, INC., OMAHA E1310556LD

## LA VISTA CITY COUNCIL MEETING June 6, 2017

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 June 6, 2017. Present were Councilmembers: Frederick, Ronan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, Director of Administrative Services Pokorny, Director of Public Works Soucie, Community Development Director Birch, City Engineer Kottmann, Library Director Barcal, Recreation Director Stopak, Finance Director Miserez.

A notice of the meeting was given in advance thereof by publication in the Times on May 24, 2017. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 16, 2017 CITY COUNCIL  
MEETING
3. MONTHLY FINANCIAL REPORT – MARCH 2017
4. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. –  
PROFESSIONAL SERVICES – LA VISTA PHASE 1 GOLF COURSE  
TRANSFORMATION - - \$16,596.34
5. REQUEST FOR PAYMENT – HDR ENGINEERING INC. – PROFESSIONAL  
SERVICES – PROJECT MANAGEMENT SERVICES - \$10,943.70
6. REQUEST FOR PAYMENT – HEIMES CORPORATION – CONSTRUCTION  
SERVICES – OLD GILES ROAD DITCH REGRADING AND IMPROVEMENTS -  
\$14,820.00
7. REQUEST FOR PAYMENT – UPSTREAM WEEDS – PROFESSIONAL  
SERVICES – STORMWATER OUTREACH - \$825.00
8. REQUEST FOR PAYMENT – UPSTREAM WEEDS – PROFESSIONAL  
SERVICES – STORMWATER OUTREACH - \$825.00
9. REQUEST FOR PAYMENT – ANDERSON EXCAVATING – CONSTRUCTION  
SERVICES – DEMOLITION AND SITE PREPARATION – MIXED-USE  
REDEVELOPMENT PROJECT AREA - \$42,182.10

### 10. APPROVAL OF CLAIMS

AA WHEEL & TRUCK SUPPLY INC, maint.	\$22.68
ABDO PUBLISHING CO, books	\$299.20
ACCO UNLIMITED CORP, supplies	\$952.92
ACTION BATTERIES, maint.	\$63.80
AECOM TECHNICAL, services	\$40,687.76
AMERICAN HERITAGE LIFE INS CO, services	\$1,378.57
ASPHALT & CONCRETE MATERIALS, maint.	\$1,474.90
BANK OF NEBRASKA, services	\$3,066.27
BARONE SECURITY SYSTEMS, services	\$765.00
BATTERIES PLUS, services	\$644.00
BAUER BUILT TIRE, maint.	\$175.44
BAXTER CHRYSLER DODGE JEEP RAM, maint.	\$175.01
BAXTER FORD, maint.	\$129.80
BEST BOOKS INC, books	\$586.99
BLACK HILLS ENERGY, utilities	\$2,907.48
BLADE MASTERS GROUNDS MNTNC, services	\$100,214.00
BRYAN HILL ENTERTAINMENT, services	\$425.00
BUETHE, P., travel	\$114.50

# MINUTE RECORD

June 6, 2017

No. 728 — REEDFIELD & COMPANY, INC. OMAHA E1310556LD

BUILDERS SUPPLY CO INC, maint.	\$19.67
CALENTINE, J., travel	\$88.00
CARROT-TOP INDUSTRIES INC, services	\$335.66
CAVLOVIC, P., travel	\$88.00
CENTURY LINK BUSN SVCS, phones	\$9.41
CENTURY LINK, phones	\$296.39
CITY OF OMAHA, services	\$51.79
CITY OF PAPILLION, services	\$7,953.73
COLIBRI SYSTEMS N.A., services	\$79.02
CONRECO INC, services	\$17.00
CONSOLIDATED MANAGEMENT, services	\$187.23
CONTROL MASTERS INC, bld&grnds	\$3,399.97
COX COMMUNICATIONS, services	\$145.91
CULLIGAN OF OMAHA, services	\$33.00
DAIKIN APPLIED, services	\$142.25
DEARBORN NATIONAL LIFE INS CO, services	\$10,806.13
DIAMOND VOGEL PAINTS, bld&grnds	\$271.23
DILLON BROS HARLEY DAVIDSON, maint.	\$1,443.04
DLR GROUP, services	\$18,305.00
DOUGLAS COUNTY SHERIFF'S OFC, services	\$50.00
DULTMEIER SALES & SERVICE, supplies	\$12.94
DXP ENTERPRISES INC, services	\$108.00
EDGEWEAR SCREEN PRINTING, apparel	\$1,321.55
EMBASSY SUITES HOTEL, services	\$259.23
ENCYCLOPAEDIA BRITANNICA INC, media	\$820.00
ENTERPRISE LOCKSMITHS INC, services	\$70.55
ESRI INC, services	\$3,350.00
EXCEL PHYSICAL THERAPY, services	\$100.00
EXCHANGE BANK, services	\$305.79
EXPRESS ENTERPRISES, bld&grnds	\$463.98
FBG SERVICE CORP, bld&grnds	\$5,965.00
FEDEX, services	\$21.49
FITZGERALD SCHORR BARMETTLER, services	\$33,052.70
FOCUS PRINTING, services	\$307.10
G I CLEANER & TAILORS, services	\$1,165.00
GALE, books	\$144.69
GCR TIRES & SERVICE, maint.	\$302.91
GENERAL FIRE & SAFETY EQUIP CO, services	\$732.00
GENERAL TRAFFIC CONTROLS INC, services	\$47.50
GRAINGER, services	\$189.68
GRAYBAR ELECTRIC CO INC, bld&grnds	\$997.06
GT DISTRIBUTORS INC, services	\$848.00
H & H CHEVROLET LLC, maint.	\$105.25
HANEY SHOE STORE, apparel	\$60.99
HEARTLAND PAPER, supplies	\$870.00
HENKEL,R., travel	\$88.00
HERITAGE CRYSTAL CLEAN LLC, services	\$316.59
HOME DEPOT, bld&grnds	\$101.56
HUSKER AUTO GROUP INC, services	\$41,363.00
HY-VEE INC, services	\$34.24
INGRAM LIBRARY SERVICES, books	\$2,281.77
INSIGHT PUBLIC SECTOR, services	\$974.72
JENNIFER HARBOUR, services	\$100.00
JOHNSON HARDWARE CO, bld&grnds	\$12.45
LEAF CAPITAL FUNDING LLC, services	\$700.00
LERNER PUBLISHING GROUP, books	\$685.32
LEXIS NEXIS MATTHEW BENDER, services	\$61.08
LIBRARY IDEAS LLC, media	\$16.50
LIFEGUARD STORE INC, supplies	\$202.50
LOU'S SPORTING GOODS, supplies	\$100.00

# MINUTE RECORD

June 6, 2017

No. 729 — REEDIE & COMPANY, INC. OMAHA E1310559LD

LOVELAND GRASS PAD, services	\$6.58
LV COMMUNITY FOUNDATION, payroll	\$60.00
MANPOWER, services	\$4,886.96
MAPA-METRO AREA PLANNING AGNCY, services	\$17.62
MAX I WALKER UNIFORM, services	\$940.03
MC CANN PLUMBING, services	\$458.20
MENARDS-RALSTON, services	\$170.92
METRO AREA TRANSIT, services	\$902.00
METRO COMMUNITY COLLEGE, services	\$17,820.02
METRO LANDSCAPE MATERIALS, services	\$4,074.00
MICHAEL TODD AND CO INC, services	\$169.00
MID CON SYSTEMS INC, supplies	\$424.90
MID-AMERICAN BENEFITS INC, services	\$604.50
MIDLANDS LIGHTING & ELECTRIC, supplies	\$336.84
MIDWEST TAPE, media	\$640.33
MIDWEST TURF & IRRIGATION, services	\$4,990.00
MILLER PRESS, services	\$300.00
MISEREZ, C., travel	\$183.50
MNJ TECHNOLOGIES DIRECT INC, services	\$1,992.00
MONARCH OIL INC, services	\$1,020.00
MUD, utilities	\$2,249.19
MULHALL'S, services	\$541.00
MUNICIPAL PIPE TOOL CO LLC, services	\$1,676.98
NAT'L EVERYTHING WHOLESALE, supplies	\$778.67
NE DEPT OF LABOR, services	\$140.00
NE DEPT OF MOTOR VEHICLE, services	\$6.60
NE LAW ENFORCEMENT, services	\$480.00
NE LIBRARY COMMISSION, services	\$2,543.97
NEWMAN, DAVID A, services	\$125.00
NIGHT FLYER GOLF INC, supplies	\$337.50
NOBBIES INC, supplies	\$31.96
OCLC INC, services	\$258.84
OFFICE DEPOT INC, supplies	\$239.95
OLSSON ASSOCIATES, services	\$24,862.25
OMAHA COMPOUND CO, supplies	\$520.05
OPPD, utilities	\$9,010.35
PAPILLION SANITATION, services	\$250.81
PATIO VALLEY NURSERY INC, services	\$450.00
PATIO-MO RVR NRD WATERSHED, services	\$5,000.00
PEPSI COLA CO, supplies	\$1,013.58
PETTY CASH, travel, supplies	\$315.75
PLAINS EQUIPMENT GROUP, services	\$682.34
POWER DMS INC, services	\$246.30
PROJECT LIFESAVER INTL, maint.	\$310.19
REGAL AWARDS OF DISTINCTION, services	\$164.95
RON TURLEY ASSOCIATES INC, services	\$1,200.00
ROTELLA'S ITALIAN BAKERY, supplies	\$190.40
SARPY COUNTY LANDFILL, services	\$110.80
SCHEMMER ASSOCIATES INC, services	\$2,249.95
SEARL S DAVIS, services	\$100.00
SECURITY EQUIPMENT INC., services	\$139.00
SHAMROCK CONCRETE CO, services	\$5,708.89
SIGN IT, services	\$1,069.60
SILAS CREEK, services	\$2,000.00
SIMPLEX GRINNELL LP, services	\$982.00
SOUCIE, J., travel	\$88.00
SOUTHERN UNIFORM & EQUIPMENT, services	\$598.56
SPENCER FANE LLP, services	\$569.00
SPRINT, phones	\$119.97
TED'S MOWER SALES, services	\$163.01

# MINUTE RECORD

June 6, 2017

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

THOMPSON DREESSEN & DORNER, services	\$285.00
THREE RIVERS LIBRARY SYSTEM, services	\$20.00
TRAFFIC SENSOR CORP, services	\$203.71
TRANS UNION RISK, services	\$25.00
TROUT, DONNA L, services	\$112.50
TRUCK CENTER COMPANIES, maint,	\$79.50
ULTRAMAX, supplies	\$4,954.00
UPS STORE, services	\$196.60
US CELLULAR, phones	\$1,328.92
VERIZON WIRELESS, phones	\$128.79
VERNON CO, supplies	\$651.87
WELLS, DAVID, services	\$100.00
WICK'S STERLING TRUCKS INC, maint.	\$58.08
WOODHAVEN COUNSELING ASSOCS, services	\$680.00
ZEE MEDICAL, services	\$240.40

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn thanked City Staff for all the work on the Salute to Summer Events.

Director of Administrative Services Pokorny announced the first Summer Concert and Movie on June 9th.

Library Director Barcal stated they recently held their GED graduation, which is a joint partnership with Creighton University. The Library welcomed 220 guests to the graduation ceremony.

Police Chief Lausten reported that the Salute to Summer Festival was one of the best since it began.

Director of Public Works Soucie announced the Public Works Expo will be Saturday, June 10<sup>th</sup> from 9am-1pm. The 81<sup>st</sup> St. and Park View Blvd intersection repair is scheduled to be completed on Friday, June 9<sup>th</sup>. There are also some buckled spots on 84<sup>th</sup> Street. July 17<sup>th</sup> will be start date for 132<sup>nd</sup> and Giles project.

## B. RESOLUTION – APPROVE CHANGE ORDER NUMBER 2 – DEMOLITION AND SITE PREPARATION – MIXED USE REDEVELOPMENT PROJECT AREA (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-067; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH ANDERSON EXCAVATING CO., INC., OMAHA, NEBRASKA, TO PROVIDE FOR REVISIONS TO COMPLETION DATES, ADJUSTMENT OF EARTHWORK VOLUMES AND CHANGES TO EROSION CONTROL ITEMS FOR A DECREASE TO THE CONTRACT PRICE OF \$39,405.00.

WHEREAS, the City has determined it is necessary to make changes to the contract completion dates, earthwork volumes and erosion control items; and

WHEREAS, the FY17/FY18 biennial budget includes funding in the Capital Improvement Program for this project. The contract price decreases from \$1,098,390.50 to 1,058,985.50.

# MINUTE RECORD

June 6, 2017

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

NOW THEREFORE, BE IT RESOLVED, by City Council acting as the La Vista Community Development Agency, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Anderson Excavating Co., Inc., Omaha Nebraska, to make changes to the contract completion dates, earthwork volumes and erosion control items for a decrease to the contract price of \$39,405.00.

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

## C. RESOLUTION – SALE OF SURPLUS EQUIPMENT

Councilmember Quick introduced and moved for the adoption of Resolution No.17-068; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized the following football equipment; 2 boxes of practice jerseys, 3 down markers sets, 2 yardage markers sets, 2 blocking sleds, 6 blocking pads, 11 tackling dummies, 2 helmet racks and 2 footwork ropes to be surplus; and

WHEREAS, the City Administrator and Recreation Director recommend that the above mentioned items be declared surplus and sold.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that the following football equipment; 2 boxes of practice jerseys, 3 down markers sets, 2 yardage markers sets, 2 blocking sleds, 6 blocking pads, 11 tackling dummies, 2 helmet racks and 2 footwork ropes be declared surplus property and sold.

AND BE IT FURTHER RESOLVED that the General fund will receive the revenue from the sale.

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

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## D. EXECUTIVE SESSION - PERSONNEL

The Mayor announced there would be no executive session.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig gave an update from the United Cities of Sarpy County regarding Nebraska Legislative issues.

At 7:07 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

PASSED AND APPROVED THIS 20TH DAY OF JUNE 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

# MINUTE RECORD

June 6, 2017

No. 729 — REDFIELD & COMPANY, INC., OMAHA E1810556LD

ATTEST:

Pamela A. Buethe, CMC  
City Clerk

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the seven months ending April 30, 2017  
58% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
General Fund	\$ 15,800,755	\$ 3,097,201	\$ 7,457,991	\$ (8,342,764)	47%
Sewer Fund	4,160,873	312,828	2,139,541	(2,021,332)	51%
Debt Service Fund	5,041,969	987,281	2,135,412	(2,906,557)	42%
Lottery Fund	1,394,657	109,359	744,114	(650,543)	53%
Golf Fund	-	18	1,965	1,965	0%
Economic Development Fund	17,027,331	-	593,287	(16,434,044)	3%
Off Street Parking Fund	514	-	25	(489)	5%
Redevelopment Fund	2,198,762	187,140	929,493	(1,269,269)	42%
<b>Total Revenues</b>	<b>45,624,861</b>	<b>4,693,827</b>	<b>14,001,829</b>	<b>(31,623,032)</b>	<b>31%</b>
<b>EXPENDITURES</b>					
General Fund	15,759,564	1,288,989	8,317,979	(7,441,585)	53%
Sewer Fund	3,787,942	249,655	1,599,634	(2,188,308)	42%
Debt Service Fund	3,942,953	146,651	2,335,575	(1,607,378)	59%
Lottery Fund	709,076	55,851	336,901	(372,175)	48%
Golf Fund	-	-	6,199	6,199	0%
Economic Development Fund	2,005,741	620,953	1,996,241	(9,500)	100%
Off Street Parking Fund	595,619	1,683	524,144	(71,475)	88%
Redevelopment Fund	11,476,229	14,667	192,765	(11,283,464)	2%
<b>Total Expenditures</b>	<b>38,277,124</b>	<b>2,378,449</b>	<b>15,309,438</b>	<b>(22,967,686)</b>	<b>40%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
General Fund	41,191	1,808,212	(859,987)	(901,178)	
Sewer Fund	372,931	63,173	539,907	166,976	
Debt Service Fund	1,099,016	840,630	(200,163)	(1,299,179)	
Lottery Fund	685,581	53,508	407,213	(278,368)	
Golf Fund	-	18	(4,234)	(4,234)	
Economic Development Fund	15,021,590	(620,953)	(1,402,954)	(16,424,544)	
Off Street Parking Fund	(595,105)	(1,683)	(524,119)	70,986	
Redevelopment Fund	(9,277,467)	172,473	736,728	10,014,195	
<b>Revenues Net of Expenditures</b>	<b>7,347,737</b>	<b>2,315,378</b>	<b>(1,307,610)</b>	<b>(8,655,347)</b>	
<b>Capital Improvement Program Fund</b>					
<b>REVENUES</b>	<b>136,617</b>	-	31	(136,586)	0%
<b>EXPENDITURES</b>	<b>17,141,700</b>	<b>130,413</b>	<b>5,707,902</b>	<b>(11,433,798)</b>	<b>33%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(17,005,083)</b>	<b>(130,413)</b>	<b>(5,707,871)</b>	<b>11,297,212</b>	
<b>TRANSFERS IN &amp; BOND PROCEEDS</b>	<b>17,005,200</b>	<b>744,463</b>	<b>6,585,592</b>	<b>(10,419,608)</b>	<b>39%</b>
<b>Net Activity</b>	<b>117</b>	<b>614,050</b>	<b>877,721</b>	<b>877,604</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the seven months ending April 30, 2017  
58% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>TRANSFERS IN &amp; BOND PROCEEDS</b>					
General Fund	90,675	-	60,000	(30,675)	66%
Sewer Fund					
Debt Service Fund	10,000,000	-	-	(10,000,000)	0%
Capital Improvement Program Fund	17,005,200	744,463	6,585,592	(10,419,608)	39%
Lottery Fund	170,843	-	-	(170,843)	0%
Golf Fund					
Economic Development Fund	800,000	-	800,000	-	100%
Off Street Parking Fund	590,000	-	414,000	(176,000)	70%
Redevelopment Fund	13,100,170	-	-	(13,100,170)	0%
Transfers In	<u>41,756,888</u>	<u>744,463</u>	<u>7,859,592</u>	<u>(33,897,296)</u>	<u>19%</u>
<b>TRANSFERS OUT</b>					
General Fund	(1,456,500)	-	(1,252,041)	204,459	86%
Sewer Fund					
Debt Service Fund	(7,661,200)	(5,375)	(1,077,400)	6,583,800	14%
Capital Improvement Program Fund					
Lottery Fund	(720,675)	(66,895)	(390,152)	330,523	54%
Golf Fund	(170,843)	-	-	170,843	0%
Economic Development Fund					
Off Street Parking Fund					
Redevelopment Fund	(8,647,500)	(671,681)	(5,139,488)	3,508,012	59%
Transfers Out	<u>(18,656,718)</u>	<u>(744,463)</u>	<u>(7,859,593)</u>	<u>10,797,125</u>	<u>42%</u>
<b>NET TRANSFERS &amp; BOND PROCEEDS</b>					
General Fund	(1,365,825)	-	(1,192,041)	173,784	87%
Sewer Fund					
Debt Service Fund	2,338,800	(5,375)	(1,077,400)	(3,416,200)	
Capital Improvement Program Fund	17,005,200	744,463	6,585,592	(10,419,608)	39%
Lottery Fund	(549,832)	(66,895)	(390,152)	159,680	71%
Golf Fund	(170,843)	-	-	170,843	0%
Economic Development Fund					
Off Street Parking Fund					
Redevelopment Fund	4,452,670	(671,681)	(5,139,488)	(9,592,158)	
Bond Proceeds	<u>23,100,170</u>	<u>(0)</u>	<u>(0)</u>	<u>(23,100,170)</u>	
<b>NET FUND ACTIVITY</b>					
General Fund	(1,324,634)	1,808,212	(2,052,028)	(727,394)	
Sewer Fund	372,931	62,661	539,395	166,464	
Debt Service Fund	3,437,816	835,255	(1,277,563)	(4,715,379)	
Capital Improvement Program Fund	117	614,050	877,721	877,604	
Lottery Fund	135,749	(13,387)	17,061	(118,688)	
Golf Fund	(170,843)	18	(4,234)	166,609	
Economic Development Fund	15,821,590	(620,953)	(602,954)	(16,424,544)	
Off Street Parking Fund	(5,105)	(1,683)	(110,119)	(105,014)	
Redevelopment Fund	(4,824,797)	(499,208)	(4,402,760)	422,037	
Net Activity	<u>\$ 13,442,824</u>	<u>\$ 2,184,965</u>	<u>\$ (7,015,481)</u>	<u>\$ (20,458,305)</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2017**  
**58% of the Fiscal Year 2017**

<b>Preliminary</b>	<b>General Fund</b>					<b>% of budget Used</b>
	<b>Budget (12 month)</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>		
<b>REVENUES</b>						
Property Taxes	\$ 6,213,792	\$ 2,259,506	\$ 3,159,645	\$ (3,054,147)		51%
Sales and use taxes	4,349,841	371,904	1,841,435	(2,508,406)		42%
Payments in Lieu of taxes	275,000	-	-	(275,000)		0%
State revenue	1,663,713	143,004	822,429	(841,284)		49%
Occupation and franchise taxes	1,049,200	150,635	642,330	(406,870)		61%
Hotel Occupation Tax	950,000	75,399	479,787	(470,213)		51%
Licenses and permits	537,536	42,724	182,513	(355,023)		34%
Interest income	26,594	406	5,127	(21,467)		19%
Recreation fees	159,730	5,238	70,423	(89,307)		44%
Special Services	23,175	611	12,669	(10,506)		55%
Grant Income	258,945	212	92,143	(166,802)		36%
Other	293,229	47,563	149,491	(143,738)		51%
<b>Total Revenues</b>	<b>15,800,755</b>	<b>3,097,201</b>	<b>7,457,991</b>	<b>(8,342,764)</b>		<b>47%</b>
<b>EXPENDITURES</b>						
Current:						
Administrative Services	599,146	79,230	337,289	(261,857)		56%
Mayor and Council	231,537	11,168	107,137	(124,400)		46%
Boards & Commissions	9,934	921	3,184	(6,750)		32%
Public Buildings & Grounds	528,515	37,190	243,298	(285,217)		46%
Administration	540,122	39,554	288,467	(251,655)		53%
Police and Animal Control	4,331,296	319,846	2,422,335	(1,908,961)		56%
Fire	1,918,317	180,608	1,202,658	(715,659)		63%
Community Development	613,192	46,538	301,263	(311,929)		49%
Public Works	3,529,463	297,816	1,749,356	(1,780,107)		50%
Recreation	775,013	49,934	332,080	(442,933)		43%
Library	802,913	55,854	406,116	(396,797)		51%
Information Technology	231,478	71,145	137,247	(94,231)		59%
Human Resources	828,425	47,619	405,186	(423,239)		49%
Public Transportation	96,014	4,933	37,160	(58,854)		39%
Capital outlay	724,199	46,633	345,203	(378,996)		48%
<b>Total Expenditures</b>	<b>15,759,564</b>	<b>1,288,989</b>	<b>8,317,979</b>	<b>(7,441,585)</b>		<b>53%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>41,191</b>	<b>1,808,212</b>	<b>(859,987)</b>	<b>(901,178)</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (Lottery)	90,675	-	60,000	(30,675)		66%
Operating transfers out (EDF, OSP, CIP)	(1,456,500)	-	(1,252,041)	204,459		86%
Bond/registered warrant proceeds	-	-	-	-		0%
<b>Total other Financing Sources (Uses)</b>	<b>(1,365,825)</b>	<b>-</b>	<b>(1,192,041)</b>	<b>173,784</b>		<b>87%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>						
	<b>\$ (1,324,634)</b>	<b>\$ 1,808,212</b>	<b>\$ (2,052,028)</b>	<b>\$ (727,394)</b>		

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
For the seven months ending April 30, 2017  
58% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Sewer Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<b><u>REVENUES</u></b>					
User fees	\$ 4,033,536	\$ 262,279	\$ 1,969,139	\$ (2,064,397)	49%
Service charge and hook-up fees	101,282	50,464	159,865	58,583	158%
Grant Income	22,918	-	10,046	(12,872)	44%
Miscellaneous	450	25	153	(297)	34%
<b>Total Revenues</b>	<b>4,158,186</b>	<b>312,767</b>	<b>2,139,203</b>	<b>(2,018,983)</b>	<b>51%</b>
<b><u>EXPENDITURES</u></b>					
General & Administrative	604,748	46,141	314,945	(289,803)	52%
Maintenance	3,044,914	202,688	1,277,274	(1,767,640)	42%
Storm Water Grant	58,500	825	7,414	(51,086)	13%
Capital Outlay	79,780	-	-	(79,780)	0%
<b>Total Expenditures</b>	<b>3,787,942</b>	<b>249,655</b>	<b>1,599,634</b>	<b>(2,188,308)</b>	<b>42%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>370,244</b>	<b>63,113</b>	<b>539,569</b>	<b>169,325</b>	
<b>NON-OPERATING REVENUE (EXPENSE)</b>					
Interest income	2,687	60	338	(2,349)	13%
	<b>2,687</b>	<b>60</b>	<b>338</b>	<b>(2,349)</b>	<b>13%</b>
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>					
	<b>372,931</b>	<b>63,173</b>	<b>539,907</b>	<b>166,976</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers out (CIP)	-	(512)	(512)	(512)	0%
<b>NET INCOME (LOSS)</b>	<b>\$ 372,931</b>	<b>\$ 62,661</b>	<b>\$ 539,395</b>	<b>\$ 166,464</b>	

Note: City of Omaha billing (Maintenance Expense) in arrears for May, approximately \$160,000.

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the seven months ending April 30, 2017  
58% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Debt Service Fund</u>				<u>% of budget Used</u>
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	
<b><u>REVENUES</u></b>					
Property Taxes	\$ 1,989,954	\$ 756,880	\$ 991,425	\$ (998,529)	50%
Sales and use taxes	2,174,920	185,952	920,717	(1,254,203)	42%
Payments in Lieu of taxes	15,000	-	-	(15,000)	0%
Interest income	11,087	579	4,088	(6,999)	37%
Other (Special Assessments; Fire Reimbursmnt)	851,008	43,870	219,182	(631,826)	26%
<b>Total Revenues</b>	<b>5,041,969</b>	<b>987,281</b>	<b>2,135,412</b>	<b>(2,906,557)</b>	<b>42%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Administration	90,000	9,970	16,162	(73,838)	18%
Fire Contract Bond	300,056	25,005	175,035	(125,021)	58%
Debt service					
Principal	2,780,000	70,000	1,815,000	(965,000)	65%
Interest	772,897	41,676	329,379	(443,519)	43%
<b>Total Expenditures</b>	<b>3,942,953</b>	<b>146,651</b>	<b>2,335,575</b>	<b>(1,607,378)</b>	<b>59%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>1,099,016</b>	<b>840,630</b>	<b>(200,163)</b>	<b>(1,299,179)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (Lottery Bond)	-	-	-	-	0%
Operating transfers out (CIP)	(7,661,200)	(5,375)	(1,077,400)	6,583,800	14%
Bond/registered warrant proceeds	10,000,000	-	-	(10,000,000)	0%
<b>Total other Financing Sources (Uses)</b>	<b>2,338,800</b>	<b>(5,375)</b>	<b>(1,077,400)</b>	<b>(3,416,200)</b>	
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ 3,437,816	\$ 835,255	\$ (1,277,563)	\$ (4,715,379)	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the seven months ending April 30, 2017  
58% of the Fiscal Year 2017

<b>Preliminary</b>	<b>Capital Fund</b>				<b>% of budget Used</b>
	<b>Budget</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	
<b>REVENUES</b>					
Interest income	\$ 117	\$ -	\$ 31	\$ (86)	26%
Grant Income		-	-	-	0%
Interagency	<u>136,500</u>	<u>-</u>	<u>-</u>	<u>(136,500)</u>	<u>0%</u>
<b>Total Revenues</b>	<b><u>136,617</u></b>	<b><u>-</u></b>	<b><u>31</u></b>	<b><u>(136,586)</u></b>	<b><u>0%</u></b>
<b>EXPENDITURES</b>					
Current:					
Capital outlay	<u>17,141,700</u>	<u>130,413</u>	<u>5,707,902</u>	<u>(11,433,798)</u>	<u>33%</u>
<b>Total Expenditures</b>	<b><u>17,141,700</u></b>	<b><u>130,413</u></b>	<b><u>5,707,902</u></b>	<b><u>(11,433,798)</u></b>	<b><u>33%</u></b>
<b>REVENUES NET OF EXPENDITURES</b>	<b><u>(17,005,083)</u></b>	<b><u>(130,413)</u></b>	<b><u>(5,707,871)</u></b>	<b><u>11,297,212</u></b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	<u>17,005,200</u>	<u>744,463</u>	<u>6,585,592</u>	<u>(10,419,608)</u>	<u>39%</u>
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b><u>17,005,200</u></b>	<b><u>744,463</u></b>	<b><u>6,585,592</u></b>	<b><u>(10,419,608)</u></b>	<b><u>39%</u></b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ <u>117</u>	\$ <u>614,050</u>	\$ <u>877,721</u>	\$ <u>877,604</u>	

Note: Operating transfers in and expenditures include land purchase of \$4,265,102.

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the seven months ending April 30, 2017  
58% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Lottery Fund</u>					<u>% of budget Used</u>
	<u>Budget (12 month)</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>		
<b><u>REVENUES</u></b>						
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 77,964	\$ 521,005	\$ (478,995)		52%
Lottery Tax Form 51	360,000	31,186	208,415	(151,585)		58%
Event Revenue	25,700	180	14,474	(11,226)		56%
Interest income	8,957	29	220	(8,737)		2%
Miscellaneous / Other	-	-	-	-		0%
<b>Total Revenues</b>	<b>1,394,657</b>	<b>109,359</b>	<b>744,114</b>	<b>(650,543)</b>		<b>53%</b>
<b><u>EXPENDITURES</u></b>						
Current:						
Professional Services	246,466	13,755	104,755	(141,711)		43%
Salute to Summer	29,900	682	963	(28,937)		3%
Community Events	9,090	433	7,189	(1,901)		79%
Events - Marketing	26,600	4,530	9,610	(16,990)		36%
Recreation Events	9,400	-	704	(8,696)		7%
Concert & Movie Nights	10,200	-	-	(10,200)		0%
Travel & Training	13,420	5,265	5,265	(8,155)		39%
State Taxes	360,000	31,186	208,415	(151,585)		58%
Other	-	-	-	-		0%
Capital outlay	4,000	-	-	(4,000)		0%
<b>Total Expenditures</b>	<b>709,076</b>	<b>55,851</b>	<b>336,901</b>	<b>(372,175)</b>		<b>48%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>685,581</b>	<b>53,508</b>	<b>407,213</b>	<b>(278,368)</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in	170,843	-	-	(170,843)		0%
Operating transfers out	(720,675)	(66,895)	(390,152)	330,523		54%
Bond/registered warrant proceeds	-	-	-	-		
<b>Total other Financing Sources (Uses)</b>	<b>(549,832)</b>	<b>(66,895)</b>	<b>(390,152)</b>	<b>159,680</b>		<b>71%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>						
	\$ 135,749	\$ (13,387)	\$ 17,061	\$ (118,688)		

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
**For the seven months ending April 30, 2017**  
**58% of the Fiscal Year 2017**

<b>Preliminary</b>	<b>Golf Course Fund</b>					<b>% of Budget Used</b>
	<b>Budget</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>(Under) Budget</b>		
<b>REVENUES</b>						
Greens Fees	\$ -	\$ -	\$ 873	\$ 873		0%
Carts			250	250		0%
Concessions			607	607		0%
<b>Total Golf Proceeds</b>	<b>---</b>	<b>---</b>	<b>1,730</b>	<b>1,730</b>		<b>0%</b>
Pro-Shop Merchandise		-	25	25		0%
Fee Income		-	76	76		0%
Miscellaneous		-	-	-		0%
<b>Total Other Revenue</b>	<b>---</b>	<b>---</b>	<b>101</b>	<b>101</b>		<b>0%</b>
<b>Total Revenue</b>	<b>---</b>	<b>---</b>	<b>1,831</b>	<b>1,831</b>		<b>0%</b>
<b>EXPENDITURES</b>						
General & Administrative		-	5,227	5,227		0%
Cost of merchandise sold		-	-	-		0%
Maintenance		-	972	972		0%
Capital Outlay		-	-	-		0%
<b>Total Expenditures</b>	<b>---</b>	<b>---</b>	<b>6,199</b>	<b>6,199</b>		<b>0%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>---</b>	<b>---</b>	<b>(4,368)</b>	<b>(4,368)</b>		
<b>NON-OPERATING REVENUE (EXPENSE)</b>						
Interest income		18	134	134		0%
		18	134	134		0%
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<b>---</b>	<b>18</b>	<b>(4,234)</b>	<b>(4,234)</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (Lottery)		-	-	-		0%
Operating transfers out (Lottery)		(170,843)	-	170,843		0%
<b>NET INCOME (LOSS)</b>	<b>\$ (170,843)</b>	<b>\$ 18</b>	<b>\$ (4,234)</b>	<b>\$ 166,609</b>		

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the seven months ending April 30, 2017  
58% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Economic Development</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
JQH Payment	16,997,264	-	593,287	(16,403,977)	3%
Interest income	30,067	-	-	(30,067)	0%
<b>Total Revenues</b>	<b>17,027,331</b>	<b>-</b>	<b>593,287</b>	<b>(16,434,044)</b>	<b>3%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	10,000	-	500	(9,500)	5%
Debt service: (Warrants)					0%
Principal	730,000	-	730,000	-	100%
Interest	1,265,741	620,953	1,265,741	-	100%
<b>Total Expenditures</b>	<b>2,005,741</b>	<b>620,953</b>	<b>1,996,241</b>	<b>(9,500)</b>	<b>100%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>15,021,590</b>	<b>(620,953)</b>	<b>(1,402,954)</b>	<b>(16,424,544)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	800,000	-	800,000	-	100%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>800,000</b>	<b>-</b>	<b>800,000</b>	<b>-</b>	<b>100%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ 15,821,590</b>	<b>\$ (620,953)</b>	<b>\$ (602,954)</b>	<b>\$ (16,424,544)</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the seven months ending April 30, 2017  
58% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Off Street Parking</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Interest income	514	-	25	(489)	5%
<b>Total Revenues</b>	<b>514</b>	<b>-</b>	<b>25</b>	<b>(489)</b>	<b>5%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
General & Administrative	20,116	1,138	6,583	(13,533)	33%
Professional Services		-	-	-	0%
Maintenance	19,500	545	1,466	(18,034)	8%
Debt service: (Warrants)					
Principal	475,000	-	475,000	-	100%
Interest	81,003	-	41,095	(39,908)	51%
<b>Total Expenditures</b>	<b>595,619</b>	<b>1,683</b>	<b>524,144</b>	<b>(71,475)</b>	<b>88%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(595,105)</b>	<b>(1,683)</b>	<b>(524,119)</b>	<b>70,986</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	590,000		414,000	(176,000)	70%
Operating transfers out		-	-	-	0%
Bond/registered warrant proceeds		-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>590,000</b>	<b>-</b>	<b>414,000</b>	<b>(176,000)</b>	<b>70%</b>
<b><u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u></b>					
	\$ (5,105)	\$ (1,683)	\$ (110,119)	\$ (105,014)	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the seven months ending April 30, 2017  
58% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Redevelopment Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Sales and use taxes	2,174,920	185,952	920,717	(1,254,203)	42%
Interest income	23,842	1,188	8,776	(15,066)	37%
<b>Total Revenues</b>	<b>2,198,762</b>	<b>187,140</b>	<b>929,493</b>	<b>(1,269,269)</b>	<b>42%</b>
<b>EXPENDITURES</b>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	102,000	1,118	34,210	(67,790)	34%
Financial / Legal Fees	50,000	13,549	100,299	50,299	201%
Debt service: (Warrants)					
Principal	11,210,000	-	-	(11,210,000)	0%
Interest	114,229	-	58,256	(55,973)	51%
<b>Total Expenditures</b>	<b>11,476,229</b>	<b>14,667</b>	<b>192,765</b>	<b>(11,283,464)</b>	<b>2%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(9,277,467)</b>	<b>172,473</b>	<b>736,728</b>	<b>10,014,195</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(8,647,500)	(671,681)	(5,139,488)	3,508,012	59%
Bond/registered warrant proceeds	13,100,170	-	-	(13,100,170)	0%
<b>Total other Financing Sources (Uses)</b>	<b>4,452,670</b>	<b>(671,681)</b>	<b>(5,139,488)</b>	<b>(9,592,158)</b>	
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ <b>(4,824,797)</b>	\$ <b>(499,208)</b>	\$ <b>(4,402,760)</b>	\$ <b>422,037</b>	

Note: Operating transfers out include land purchase of \$4,265,102.

June 20, 2017

## City of La Vista City Council Consent Agenda

## Papio Missouri River Natural Resource District

Address	Company	Amount Due to PMRNRD
12920 Chandler Plz	Andover Point Apartments Bldng #4	\$ 8,644.30
11825 Olive Street	Hayes Mechanical	\$ 28,054.98
12880 Chandler Plz	Andover Point Apartments Bldng #6	\$ 8,644.30
12908 Chandler Plz	Andover Point Apartments Bldng #5	\$ 8,860.99
7978 Main Street	FNB Branch Bank	\$ 1,433.40
		<u>\$ 55,637.97</u>

Payment Requested by: John Kottman

Approved by: Cindy Miserez

Date: June 20, 2017

Accounts Payable Note: Please enter a separate invoice for each company for each vendor.

Vendor: Papio Missouri River Natural Resource District

Vendor Number: 4616

Attention: Lori Ann Laster, CFM

Please include a copy of this with the check.

A-5

Yano's Nursery  
 5240 S 192nd St  
 Omaha, NE 68135-2000  
 (402) 895-1535  
 info@yanosnursery.com  
 http://yanosnursery.com

## Invoice



**BILL TO:**  
 City of La Vista  
 9900 Portal Rd.  
 La Vista, NE 68128

**SHIP TO:**  
 City of La Vista  
 9900 Portal Rd.  
 La Vista, NE 68128

INVOICE #	DATE	TOTAL DUE	DUUE DATE	TERMS	ENCLOSED
5491	05/26/2017	\$5,000.00	05/26/2017	Due on receipt	

**PROJECT NAME**  
 Thompson Creek Maintenance

ACTIVITY	QTY	RATE	AMOUNT
<b>Commercial Contract:As Per Contract</b> Removing Vegetation, Planting Wintercreeper, & Mulching Areas West of 73rd Ave. Bridge (Substitute for Mowing 2 of 3 for First Year of Contract)	1	4,000.00	4,000.00T
<b>Labor:Clean Up</b> Trimming Down Weeds & Native Trees (Done Once & Will Be Done Once Again Mid-Summer)	1	500.00	500.00T
<b>Labor:Clean Up</b> Spraying Weeds (Done Once & Will Be Done Once Again Mid-Summer)	1	500.00	500.00T
<b>Labor &amp; Materials:Seeding</b> Over Seeding Turf Areas	1	0.00	0.00T
We Appreciate Your Business!			
<b>SUBTOTAL</b>			5,000.00
<b>TAX (0%)</b>			0.00
<b>TOTAL</b>			5,000.00
<b>BALANCE DUE</b>			<b>\$5,000.00</b>

O.K. to Pay  
 05.71.0915.003  
 SNK 6-12-2017

Constant Agenda 6/20/2017 (pl)

PAYMENT RECOMMENDATION NO. 2 ON CONTRACT FOR GOLF COURSE TRANFORMATION,  
PHASE 1 GRADING

Owner: The City of La Vista, Nebraska      Contractor: Blade Masters Grounds Mntc, Inc.  
8116 Park View Blvd.      P.O. Box 167  
La Vista, NE 68128      Bennington, NE 68007

ORIGINAL CONTRACT AMOUNT:      \$1,121,368.50

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION:      \$ 100,214.10

Item	Description	Approx. Quantities	Unit Price	Amount
1	Mobilization	1 LS	\$ 33,000.00 / LS	\$ 33,000.00
2	Install and Maintain Construction Entrance	1 EA	\$ 9,000.00 / EA	\$ 9,000.00
3	Existing Lake Draining/Dewatering	1 EA	\$ 33,000.00 / EA	\$ 33,000.00
4	Clearing and Grubbing	1 LS	\$ 24,000.00 / LS	\$ 24,000.00
5	Exploratory Excavation	5.25 HRS	\$ 133.00 / HRS	\$ 698.25
6	Remove and Replace Topsoil (17,000 CY Moved Twice)	17,200 CY	\$ 3.00 / CY	\$ 51,600.00
7	Common Excavation with Placement on Site	23,100 CY	\$ 4.20 / CY	\$ 97,020.00
8	Lake Excavation with Placement on Site	16,800 CY	\$ 6.00 / CY	\$ 100,800.00
9	Lake Excavation with Haul Off to Contractor's Designated Site	0 CY	\$ 8.33 / CY	\$ 0.00
10	Lake Excavation with Haul Off to School Site	0 CY	\$ 6.33 / CY	\$ 0.00
11	Scarf, Recompack and Stabilize Lake Bottom	0 SY	\$ 0.40 / SY	\$ 0.00
12	Construct Temporary Crossing Over existing Storm Sewer	3 LS	\$ 1,000.00 / LS	\$ 3,000.00
13	Remove and Dispose of Debris Including Markers, Sprinkler Lines and Drains from Sand Traps	1 LS	\$ 6,000.00 / LS	\$ 6,000.00
14	Remove and Salvage Bridge	0 LS	\$ 4,500.00 / LS	\$ 0.00
15	Remove Articulated Concrete Block	0 SF	\$ 3.00 / SF	\$ 0.00
16	Remove Pump Structure Enclosure and Waterline	0 LS	\$ 2,000.00 / LS	\$ 0.00
17	Remove Wood Retaining Wall	0 LF	\$ 6.00 / LF	\$ 0.00
18	Remove Chain link Fence	70 LF	\$ 8.00 / LF	\$ 560.00
19	Remove Golf Net Pole and Base	10 EA	\$ 330.00 / EA	\$ 3,300.00
20	Remove P.C.C. Cart Path with Full Depth Saw Cut	0 SF	\$ 0.80 / SF	\$ 0.00

Payment Recommendation No. 2  
 Golf Course Transformation, Phase 1 Grading  
 June 9, 2017  
 Page 2

Item	Description	Approx. Quantities		Unit Price		Amount
21	Remove A.C.C. Cart Path	1,400	SF	\$ 0.80	/ SF	\$ 1,120.00
22	Remove Rock Surfacing	0	SY	\$ 1.00	/ SY	\$ 0.00
23	Remove Abandoned Water Line	0	LF	\$ 10.00	/ LF	\$ 0.00
24	Remove Abandoned Sewer Line	0	LF	\$ 20.00	/ LF	\$ 0.00
25	Silt Fence, in place	6,833	LF	\$ 2.75	/ LF	\$ 18,790.75
26	Construct 6" P.C.C Trail	0	SF	\$ 5.00	/ SF	\$ 0.00
27	Construct 9" P.C.C. Trail	0	SF	\$ 6.00	/ SF	\$ 0.00
28	Place Type B Rip Rap with Geotextile Fabric	0	TON	\$ 60.00	/ TON	\$ 0.00
29	Seeding and Fertilizer with Erosion Control Fabric	0	SY	\$ 1.55	/ SY	\$ 0.00
30	Seeding and Fertilizer with Mulch	0	AC	\$ 2,700.00	/ AC	\$ 0.00
<b>TOTAL</b>						<b>\$ 381,889.00</b>
<b>LESS 10% RETAINED</b>						<b>\$ 38,188.90</b>
<b>LESS PREVIOUS PAYMENT</b>						
<b>RECOMMENDATION</b>						<b><u>\$ 100,214.10</u></b>
<b>AMOUNT DUE</b>						
<b>CONTRACTOR</b>						<b>\$ 243,486.00</b>

We recommend that payment in the amount of \$243,486.00 be made to Blade Masters Grounds Mntc, Inc.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.

  
 Charles E. Riggs, P.E.  
 Contract Engineer

CER/tjp

cc: Blade Masters Grounds Mntc, Inc.

O.K. to pay

AMK 6-9-2017

05.71.0916.003

Consent Agenda 6/10/2017 (JL)

A-7

**John Kottmann**

**From:** Williams, Eric <ewilliams@papionrd.org>  
**Sent:** Friday, June 09, 2017 1:13 PM  
**To:** John Kottmann; James Theiler (james.theiler@cityofomaha.org)  
**Cc:** Petermann, Marlin  
**Subject:** Hell Creek Grade Control Stabilization, Reimbursement Request  
**Attachments:** Hell Creek Grade Control Stabilization, Interlocal Agreement 20151221.pdf; Hell Creek, Expenses Table.pdf; Hell Creek, Invoices.pdf

La Vista and Omaha,

Construction work on this project is complete, and the final payment has been made to Valley Corp. The NRD fiscal year ends on June 30<sup>th</sup>, in order to close out the majority of this project I am requesting reimbursement at this time. Attached is a table showing all of the invoices paid by the NRD for work on this project, as well as a PDF containing copies of all invoices for your records. According to the Interlocal Agreement (attached), each city will reimburse 20% of the total project cost, therefore I am requesting \$210,865.37 from both Omaha and La Vista.

I am expecting one additional invoice from FHU for work related to the record set of drawings based on the change order for additional sheet pile. When that invoice has been submitted, I will submit an additional reimbursement request for 20% of that cost.

Please let me know if you need any additional information in order to process payment.

Thank you,

Eric Williams  
Natural Resources Planner  
[EWilliams@PapioNRD.org](mailto:EWilliams@PapioNRD.org)  
402.315.1704

O.K. to pay \$210,865.37

JK 6-9-2017

05.71.0865.03

Consent Agenda 6/20/17 

## Hell Creek, Grade Control Stabilization Project

### Design, Construction Administration

1/21/2016	FELSBURG, HOLT & ULL	\$16,986.77
2/23/2016	FELSBURG, HOLT & ULL	\$16,242.54
3/22/2016	FELSBURG, HOLT & ULL	\$8,766.33
4/15/2016	FELSBURG, HOLT & ULL	\$23,259.18
5/23/2016	FELSBURG, HOLT & ULL	\$5,131.75
6/30/2016	FELSBURG, HOLT & ULL	\$4,854.84
7/28/2016	FELSBURG, HOLT & ULL	\$1,030.00
9/12/2016	FELSBURG, HOLT & ULL	\$2,463.98
9/26/2016	FELSBURG, HOLT & ULL	\$7,611.78
10/26/2016	FELSBURG, HOLT & ULL	\$2,256.38
11/23/2016	FELSBURG, HOLT & ULL	\$6,311.94
12/31/2016	FELSBURG, HOLT & ULL	\$8,271.08
1/31/2017	FELSBURG, HOLT & ULL	\$7,786.97
2/24/2017	FELSBURG, HOLT & ULL	\$2,287.50
3/31/2017	FELSBURG, HOLT & ULL	\$380.00
4/28/2017	FELSBURG, HOLT & ULL	\$2,346.68
5/15/2017	FELSBURG, HOLT & ULL	\$4,772.44
	Sub-Total	\$120,760.16

### Construction

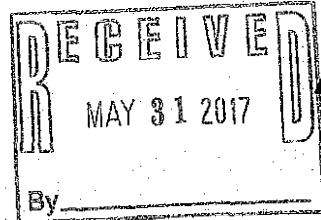
9/30/2016	VALLEY CORP	\$295,813.88
10/31/2016	VALLEY CORP	\$276,656.30
11/30/2016	VALLEY CORP	\$78,346.01
12/31/2016	VALLEY CORP	\$96,194.51
1/31/2017	VALLEY CORP	\$77,542.52
4/30/2017	VALLEY CORP	\$109,013.45
	Sub-Total	\$933,566.67

Project Total **\$1,054,326.83**

### Contributions

NRD	60%	\$632,596.10
La Vista	20%	\$210,865.37
Omaha	20%	\$210,865.37

Invoice



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

May 25, 2017

Invoice No: 277948

Invoice Total \$19,383.30

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

OA Project No. B16-0546 La Vista NE City Centre Phase 1 Public Infrastructure  
Professional services rendered April 9, 2017 through May 6, 2017 for work completed in accordance with agreement dated October 7, 2016.

NTP: 12.06.16

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

Phase 100 Due Diligence

**Labor**

	Hours	Rate	Amount
Principal			
Rothanzl, Terrence	1.00	112.00	112.00
Underwood, James	3.00	185.00	555.00
Assistant Professional			
Sater, David	1.50	88.00	132.00
Survey			
Bang, Joshua	6.50	140.00	910.00
Totals	12.00		1,709.00
<b>Total Labor</b>			<b>1,709.00</b>

**Unit Billing**

Automobile	12.0 Miles @ 0.535	6.42
<b>Total Units</b>		<b>6.42</b>
	<b>Total this Phase</b>	<b>\$1,715.42</b>

Phase 200 Phase 1 Infrastructure Design

**Labor**

	Hours	Rate	Amount
Principal			
Leikam, Thomas	1.00	208.00	208.00

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	277948
Assistant Professional				
Coburn, John	1.50	106.00	159.00	
Golka, Michael	74.50	106.00	7,897.00	
Niewohner, Philip	32.75	88.00	2,882.00	
CAD Operator				
Turek, Zachary	43.25	48.00	2,076.00	
Vela, Jacob	.50	48.00	24.00	
Totals	153.50		13,246.00	
<b>Total Labor</b>				<b>13,246.00</b>
			<b>Total this Phase</b>	<b>\$13,246.00</b>

Phase 300 Project Management

**Labor**

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	15.50	176.00	2,728.00
Galley, Eric	8.00	176.00	1,408.00
Assistant Professional			
Golka, Michael	2.50	106.00	265.00
Totals	26.00		4,401.00
<b>Total Labor</b>			<b>4,401.00</b>
		<b>Total this Phase</b>	<b>\$4,401.00</b>

Phase 400 Construction Services

**Total this Phase** **0.00**

Phase 900 Expenses

**Reimbursable Expenses**

Personal Vehicle Mileage	20.88
<b>Total Reimbursables</b>	<b>20.88</b>
	<b>Total this Phase</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	19,383.30	121,887.96	141,271.26
Limit			438,000.00
Balance Remaining			296,728.74

Project B16-0546

La Vista NE City Centre Phase 1 Public

Invoice 277948

AMOUNT DUE THIS INVOICE \$19,383.30

Authorized By: Anthony Egelhoff

O.K. to pay  
BMK 6-2-2017  
CD-17-008  
05,71,0000,003

Concert Agenda 6/20/17 (pd)

A-9

## Invoice

DLR Group

listen.DESIGN.deliver  
 6457 Frances Street, Suite 200  
 Omaha, NE 68106  
 402-393-4100 Fax 402-393-8747

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

May 10, 2017

Project No: 10-17105-00  
 Invoice No: 0134579

Project 10-17105-00 La Vista City Centre Parking Facilities

Billing Period: April 1, 2017 to April 30, 2017

## Professional Personnel

	Hours	Rate	Amount
Senior Expert	8.00	235.00	1,880.00
Mechanical Engineering-Discipline Leader	3.50	235.00	822.50
Project Manager-Sr. Professional	.50	175.00	87.50
Architecture-Sr. Professional	2.00	175.00	350.00
Electrical Engineering-Sr. Prof.	5.00	175.00	875.00
Architecture-Professional	47.00	145.00	6,815.00
Structural Engineering-Professional	6.50	145.00	942.50
Electrical Engineering-Technical	117.00	90.00	10,530.00
Totals	189.50		22,302.50
<b>Total Labor</b>			<b>22,302.50</b>

## Consultants

AGA Consulting, Inc.	31,920.00
<b>Total Consultants</b>	<b>31,920.00</b>
	<b>31,920.00</b>

## Reimbursable Expenses

Travel Expense-Lodging	304.86
Travel Expenses-Mileage	444.96
Travel Expenses-Meals	128.00
<b>Total Reimbursables</b>	<b>877.82</b>
	<b>877.82</b>

Billing Limits	Current	Prior	To-Date
Labor	22,302.50	57,000.00	79,302.50
Limit			97,800.00
Consultants	31,920.00	18,000.00	49,920.00
Limit			57,200.00
Total Billings	54,222.50	75,000.00	129,222.50
Limit			155,000.00
Remaining			25,777.50
		<b>Total this Invoice</b>	<b>\$55,100.32</b>

## Outstanding Invoices

Number	Date	Balance
0133507	4/10/2017	18,305.00
<b>Total</b>		<b>18,305.00</b>

O.K. to pay  
 JMK 6-6-2017

CD-17-008  
 05.71, 05.05, 603

Consent Agenda 6/20/17 (P)

Payment due and interest charged per contract terms. Remit to address at the top of this invoice.

Project	10-17105-00	La Vista City Centre Parking Facilities	Invoice	0134579
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**Billings to Date**

	Current	Prior	Total
Labor	22,302.50	57,000.00	79,302.50
Consultant	31,920.00	18,000.00	49,920.00
Expense	877.82	537.07	1,414.89
<b>Totals</b>	<b>55,100.32</b>	<b>75,537.07</b>	<b>130,637.39</b>

We appreciate your confidence in us and thank you in advance for your payment.

Being environmentally friendly, we encourage payments via Wire Transfer.

Routing number: 121000248 Account Number: 4945435436

---

Matthew Gulsvig, AIA, LEED AP



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

A-10  
INVOICE

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

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

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

Invoice number 120923  
Date 05/25/2017

Project 0171-416 72ND STREET AND  
THOMPSON CREEK CULVERT  
REHABILITATION

Professional Services from December 19, 2016 through May 14, 2017

PO #17-0089

Description	Current Billed
Engineering Services	886.00
Total	886.00

Invoice total 886.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
120923	05/25/2017	886.00	886.00				
	Total	886.00	886.00	0.00	0.00	0.00	0.00

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

O.K. to pay

RMK 6-8-2017

02.42.0314

Consent Agenda 6/20/17 (pd)

A-11

TD<sup>2</sup> File No. 171-416.12  
June 12, 2017

FINAL PAYMENT RECOMMENDATION ON CONTRACT FOR 72<sup>ND</sup> STREET & THOMPSON CREEK CULVERT REHABILITATION

Owner: The City of LaVista, Nebraska  
8116 Park View Blvd.  
LaVista, NE 68128

Contractor: Ace Pipe Cleaning, Inc.  
6601 Universal Avenue  
Kansas City, MO 64120

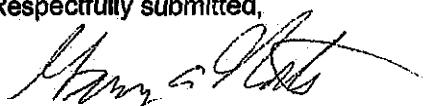
ORIGINAL CONTRACT AMOUNT: \$173,225.00

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: \$139,430.25

Item	Description	Approx. Quantities	Unit Price	Amount
<b>LUMP SUM BASE BID</b>				
		1 LS	\$ 168,275.00	\$ 168,275.00
<b>UNIT PRICE #1: Pressure Grout Between the Existing Culvert and Backfill.</b>				
		5 CY	\$ 295.00	\$ 1,475.00
<b>UNIT PRICE #2: Cut &amp; Repair Observation/Grouting Access Hole.</b>				
		4 EA	\$ 500.00	\$ 2,000.00
<b>LESS SEEDING ALLOWANCE</b>				
				\$ (500.00)
<b>TOTAL</b>				
				\$ 171,250.00
<b>LESS PREVIOUS PAYMENT RECOMMENDATION</b>				
				\$ 139,430.25
<b>AMOUNT DUE CONTRACTOR</b>				
				\$ 31,819.75

We recommend that payment in the amount of \$31,819.75 be made to Ace Pipe Cleaning, Inc.

Respectfully submitted,



Gary A. Norton, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

GAN/tjp

cc: Ace Pipe Cleaning, Inc.

O.K. to pay  
GFMK 6-12-2017  
05.71.0925.003

Consent Agenda 6/20/2017 (pk)

June 12, 2017

Mayor and City Council Members  
City of La Vista  
c/o Mr. John Kottmann, P.E.  
City Engineer  
9900 Portal Road  
La Vista, Nebraska 68128

RE: 72<sup>nd</sup> Street and Thompson Creek Culvert Rehabilitation  
TD2 File No. 171-416.13

**CERTIFICATE OF COMPLETION**

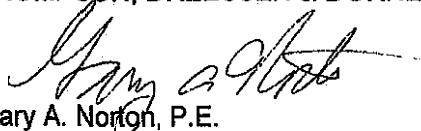
Mayor and Council Members:

We hereby certify that Ace Pipe Cleaning, Inc. has completed the construction of the above-referenced project in substantial compliance with the plans and specifications.

The work was satisfactorily performed and final payment is recommended.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.

  
Gary A. Norton, P.E.

GAN/tjp

A-12  
**APPLICATION AND CERTIFICATION FOR PAYMENT****SHEET 702**

PAGE 1

**TO ENGINEER:**

Olsson Associates  
2111 S. 67th Street Suite 200  
Omaha, NE 68106

**FROM CONTRACTOR:**

NL & L Concrete  
8535 Madison Street  
Omaha, NE 68127

CONTRACT FOR: City Parking District Access Improvements - Items 1-55

PROJECT: City of La VistaCity Parking DistrictAccess ImprovementsAPPLICATION NO: Final

Distribution to:

ENGINEER  
 OWNER

PERIOD TO: \_\_\_\_\_

PROJECT NOS: C14-2258CONTRACT DATE 6/10/2016**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	\$ <u>102,289.75</u>
2. Net change by Change Orders	\$ <u>20,479.55</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ <u>122,769.30</u>
4. TOTAL COMPLETED & STORED TO DATE	\$ <u>122,769.30</u>

5. RETAINAGE:

a. <u>0</u> % of Completed Work	\$ <u>0.00</u>
b. <u> </u> % of Stored Material	\$ <u> </u>

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ <u>122,769.30</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ <u>92,468.03</u>
8. CURRENT PAYMENT DUE	\$ <u>30,301.27</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ <u>0.00</u>

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

**CONTRACTOR:**

By:  Date: 6-11-17

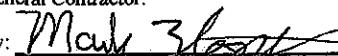
**CERTIFICATE FOR PAYMENT**

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

*O.K. to PAY  
RMK 6-13-2017  
05-71, 0859803*

AMOUNT CERTIFIED ..... \$ 30,301.27

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
General Contractor:

By:  Date: 6/13/17

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

*Consent Agenda 6/10/2017 (6)*

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$20,854.55	\$0.00
Total approved this Month	(\$375.00)	\$0.00
<b>TOTALS</b>	<b>\$20,479.55</b>	<b>\$0.00</b>
NET CHANGES by Change Order		\$20,479.55



# Invoice

Reference Invoice Number with Payment

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

HDR Invoice No. 1200056394  
Invoice Date 07-JUN-2017  
Invoice Amount Due \$24,512.15  
Payment Terms 30 NET

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

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

Project Management for Services for Public Improvements and Other Works.

**Professional Services**  
From: 30-APR-2017 To: 27-MAY-2017

Professional Services Summarization	Hours	Billing Rate	Amount
Architect Project	6.00		1,110.60
Civil Engineer	31.50		3,549.87
Communications Coordinator	11.00		723.36
Communications Coordinator Sr	11.00		1,586.64
Multimedia Specialist	9.25		899.93
Project Controller	0.75		72.74
Project Manager	60.00		12,960.00
Sr. Civil Engineer	23.00		3,515.58
	<b>152.50</b>		<b>\$24,418.72</b>
		<b>Total Professional Services</b>	<b>\$24,418.72</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	91.00		48.72
Printing/Reprographics			44.71
<b>Total Expenses</b>			<b>\$93.43</b>

**Amount Due This Invoice (USD)** **\$24,512.15**

Fee Amount	\$649,972.00
Fee Invoiced to Date	\$56,081.70
Fee Remaining	\$593,890.30

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

05.71.0909.03  
R. Ramirez  
1.12.17

Consent Agenda 6/20/17 (1)

Check #	Check Date	Vendor Name	Amount	Voided
124227	06/08/2017	ANDERSON EXCAVATING COMPANY	42,182.10	N
124228	06/08/2017	FIRST NATIONAL BANK FREMONT	197,947.25	N
124229	06/08/2017	GILMORE & BELL PC	2,500.00	N
124230	06/08/2017	HDR ENGINEERING INC	10,943.70	N
124231	06/08/2017	HEIMES CORPORATION	14,820.00	N
124232	06/08/2017	HSMC ORIZON LLC	750.00	N
124233	06/08/2017	THOMPSON DREESSEN & DORNER	16,596.34	N
124234	06/08/2017	CHRIS MADDEN	1,650.00	N
41(E)	06/20/2017	BANK OF NEBRASKA	3,066.27	N
42(E)	06/20/2017	BLUE CROSS BLUE SHIELD OF NEBR	375,303.49	N
43(E)	06/20/2017	ELAN FINANCIAL SERVICES	52,423.64	N
58(E)	06/20/2017	ELAN FINANCIAL SERVICES	10.74	N
59(E)	06/20/2017	ENTERPRISE FM TRUST	580.01	N
60(E)	06/20/2017	MANPOWER	2,273.75	N
61(E)	06/20/2017	MARCO INCORPORATED	379.08	N
62(E)	06/20/2017	NE DEPT OF REVENUE-SALES TAX	640.09	N
63(E)	06/20/2017	PAYFLEX SYSTEMS USA INC	278.85	N
64(E)	06/20/2017	PITNEY BOWES-EFT POSTAGE	1,447.00	N
65(E)	06/20/2017	TOSHIBA FINANCIAL SERVICES	265.40	N
124245	06/20/2017	A-RELIEF SERVICES INC	462.00	N
124246	06/20/2017	ACCO UNLIMITED CORP	669.50	N
124247	06/20/2017	ACCURATE TESTING INC	401.00	N
124248	06/20/2017	ACTION BATTERIES UNLTD INC	63.90	N
124249	06/20/2017	AOI CORPORATION	4,814.39	N
124250	06/20/2017	ASPHALT & CONCRETE MATERIALS	142.94	N
124251	06/20/2017	BARCAL, ROSE	95.69	N
124252	06/20/2017	BARONE SECURITY SYSTEMS	120.00	N
124253	06/20/2017	BAXTER CHRYSLER DODGE JEEP RAM	160.69	N
124254	06/20/2017	BISHOP BUSINESS EQUIPMENT	2,442.82	N
124255	06/20/2017	BLACK HILLS ENERGY	305.25	N
124256	06/20/2017	BMI	342.00	N
124257	06/20/2017	BUETHE, PAM	489.69	N
124258	06/20/2017	BUILDERS SUPPLY CO INC	89.37	N
124259	06/20/2017	CAPSTONE PRESS INC	775.06	N
124260	06/20/2017	CELEBRITY STAFFING-OMAHA	1,931.20	N
124261	06/20/2017	CENTER POINT PUBLISHING	43.14	N
124262	06/20/2017	CENTURY LINK	43.00	N
124263	06/20/2017	CENTURY LINK BUSN SVCS	87.73	N
124264	06/20/2017	CHILD'S WORLD INCORPORATED	314.15	N
124265	06/20/2017	CITY OF PAPILLION	173,897.00	N
124266	06/20/2017	CLASS C SOLUTIONS GROUP	121.86	N
124267	06/20/2017	CNA SURETY	1,855.00	N
124268	06/20/2017	COLIBRI SYSTEMS NORTH AMER INC	79.02	N
124269	06/20/2017	COMP CHOICE INC	1,875.72	N
124270	06/20/2017	CONSOLIDATED MANAGEMENT	29.91	N
124271	06/20/2017	COSGRAVE COMPANY	50.45	N
124272	06/20/2017	COX COMMUNICATIONS	277.40	N
124273	06/20/2017	CULLIGAN OF OMAHA	25.00	N
124274	06/20/2017	DASH MEDICAL GLOVES	70.90	N
124275	06/20/2017	DIAMOND VOGEL PAINTS	518.13	N
124276	06/20/2017	EBSCO INFORMATION SERVICES	782.00	N
124277	06/20/2017	EDGEWEAR SCREEN PRINTING	858.20	N
124278	06/20/2017	EVENT STAGING SYSTEMS LLC	2,200.00	N
124279	06/20/2017	EXPRESS DISTRIBUTION LLC	63.88	N
124280	06/20/2017	FEDEX	152.46	N
124281	06/20/2017	FILTER CARE	7.50	N
124282	06/20/2017	FIREGUARD INC	21.90	N
124283	06/20/2017	FOCUS PRINTING	812.40	N
124284	06/20/2017	FOREMOST PROMOTIONS	65.00	N
124285	06/20/2017	GALE	264.64	N

User: AHultberg

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
124286	06/20/2017	GALLS LLC	89.99	N
124287	06/20/2017	GCR TIRES & SERVICE	120.08	N
124288	06/20/2017	GENUINE PARTS COMPANY-OMAHA	769.89	N
124289	06/20/2017	JENNIFER GOSS	14.42	N
124290	06/20/2017	GREAT PLAINS UNIFORMS	120.00	N
124291	06/20/2017	MARY HAGERUP	76.00	N
124292	06/20/2017	HOBBY LOBBY STORES INC	78.28	N
124293	06/20/2017	HONG'S ALTERATION & DRY CLEANIN	273.00	N
124294	06/20/2017	HURST, JEAN	70.73	N
124295	06/20/2017	HY-VEE INC	216.50	N
124296	06/20/2017	INDUSTRIAL SALES COMPANY INC	483.75	N
124297	06/20/2017	INFOGROUP	1,250.00	N
124298	06/20/2017	INGRAM LIBRARY SERVICES	2,472.34	N
124299	06/20/2017	INLAND TRUCK PARTS	101.87	N
124300	06/20/2017	INTERSTATE POWER SYSTEMS INC	92.10	N
124301	06/20/2017	JEBRO INC	27.60	N
124302	06/20/2017	BRIAN KINDLEY	40.00	N
124303	06/20/2017	MARK A KLINKER	200.00	N
124304	06/20/2017	KRIHA FLUID POWER CO INC	81.80	N
124305	06/20/2017	LARSEN SUPPLY COMPANY	1,057.02	N
124306	06/20/2017	LCW PRODUCTIONS	150.00	N
124307	06/20/2017	LIBRA INDUSTRIES INC	65.00	N
124308	06/20/2017	LIFEGUARD STORE INC	223.23	N
124309	06/20/2017	LIGHT AND SIREN	857.00	N
124310	06/20/2017	LOGAN CONTRACTORS SUPPLY	130.00	N
124311	06/20/2017	LOU'S SPORTING GOODS	120.00	N
124312	06/20/2017	MAX I WALKER UNIFORM RENTAL	619.34	N
124313	06/20/2017	MC CANN PLUMBING SERVICE INC	89.00	N
124314	06/20/2017	MENARDS-RALSTON	448.36	N
124315	06/20/2017	METROPOLITAN COMMUNITY COLLEG	10,963.62	N
124316	06/20/2017	MIDLANDS LIGHTING & ELECTRIC	77.08	N
124317	06/20/2017	MIDWEST TAPE	559.98	N
124318	06/20/2017	MIDWEST TURF & IRRIGATION	536.00	N
124319	06/20/2017	MNJ TECHNOLOGIES DIRECT INC	105.00	N
124320	06/20/2017	NEWMAN TRAFFIC SIGNS INC	61.00	N
124321	06/20/2017	NMC EXCHANGE LLC	2,444.10	N
124322	06/20/2017	NOBBIES INC	543.02	N
124323	06/20/2017	NOVA FITNESS EQUIPMENT CO	257.00	N
124324	06/20/2017	NUTS AND BOLTS INCORPORATED	5.30	N
124325	06/20/2017	O'REILLY AUTOMOTIVE STORES INC	86.54	N
124326	06/20/2017	OCLC INC	129.42	N
124327	06/20/2017	OFFICE DEPOT INC	991.58	N
124329	06/20/2017	OMAHA COMPOUND COMPANY	65.48	N
124330	06/20/2017	OMAHA PUBLIC POWER DISTRICT	41,461.44	N
124331	06/20/2017	OMAHA WORLD-HERALD	2,439.35	N
124332	06/20/2017	ONE CALL CONCEPTS INC	292.47	N
124333	06/20/2017	PAPILLION SANITATION	2,577.90	N
124334	06/20/2017	PAYLESS OFFICE PRODUCTS INC	179.94	N
124335	06/20/2017	PEPSI COLA COMPANY	384.67	N
124336	06/20/2017	PLAINS EQUIPMENT GROUP	3,715.07	N
124337	06/20/2017	QP ACE HARDWARE	2,131.87	N
124338	06/20/2017	REGAL AWARDS OF DISTINCTION	52.95	N
124339	06/20/2017	SAPP BROS PETROLEUM INC	893.15	N
124340	06/20/2017	SARPY COUNTY COURTHOUSE	3,976.44	N
124341	06/20/2017	SARPY COUNTY FISCAL ADMINSTRTN	8,078.00	N
124342	06/20/2017	SCHOLASTIC BOOK FAIRS	650.00	N
124343	06/20/2017	SHAMROCK CONCRETE COMPANY	485.37	N
124344	06/20/2017	SIGN IT	967.80	N
124345	06/20/2017	SIRCHIE FINGER PRINT LABS	313.45	N
124346	06/20/2017	SOUTHERN UNIFORM & EQUIPMENT	228.47	N

User: AHultberg

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
124347	06/20/2017	SPRINT	119.97	N
124348	06/20/2017	SUPERIOR SPA & POOL	39.93	N
124349	06/20/2017	TED'S MOWER SALES & SERVICE	17.01	N
124350	06/20/2017	TITAN MACHINERY	45.80	N
124351	06/20/2017	TORNADO WASH LLC	895.00	N
124352	06/20/2017	TRANS UNION RISK AND	25.00	N
124353	06/20/2017	TRAVELERS	210.00	N
124354	06/20/2017	UNITE PRIVATE NETWORKS LLC	3,850.00	N
124355	06/20/2017	UNITED RENT-ALL	1,686.81	N
124356	06/20/2017	US CELLULAR	487.77	N
124357	06/20/2017	WAL-MART COMMUNITY BRC	694.59	N
124358	06/20/2017	WICK'S STERLING TRUCKS INC	280.11	N
TOTAL:			1,026,222.35	

APPROVED BY COUNCIL MEMBERS ON: 06/20/2017

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COUNCIL MEMBER

ITEM B

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 20, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
60 DAY EXTENSION TO RECORD A FINAL PLAT – WOODHOUSE PLACE (SW OF 144 <sup>TH</sup> & GILES RD.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A request has been received for Council to consider granting a 60-day extension to the requirement for filing a final plat within 90 days for the Woodhouse Place subdivision, generally located southeast of 144<sup>th</sup> Street and Giles Road.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On April 4, 2017, City Council approved of the final plat for the proposed Woodhouse Place development. The property owner, LB Southwest, LLC, is in the process of obtaining a letter of credit for the required public improvements associated with the Woodhouse Place development. The owner is also working with Sarpy County to finalize a sewer connection agreement. The subdivision agreement requires the letter of credit and the agreement to be submitted prior to the City releasing the final plat for recording at the Register of Deeds office however the City also has a requirement to file the plat within 90 days of approval. The applicant is requesting a 60-day extension of the filing deadline.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, GRANTING APPROVAL OF A 60-DAY EXTENSION TO RECORD THE FINAL PLAT FOR LOTS 1 AND 2, WOODHOUSE PLACE, BEING A REPLATTING OF PART OF TAX LOT 4 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have submitted a letter requesting an extension to the filing deadline for the Woodhouse Place final plat; and

WHEREAS, the City Planner has reviewed the request and recommends approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the 60-day extension to record the final plat for Lots 1 and 2, Woodhouse Place, being a replatting of Part of Tax Lot 4 and part of the East Half of the Northeast Quarter of Section 23, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southwest of 144<sup>th</sup> Street and Giles Road, be, and hereby is, approved.

PASSED AND APPROVED THIS 20TH DAY OF JUNE, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



June 13, 2017

Mr. Christopher Solberg  
City of LaVista  
Planning Department  
8116 Park View Blvd.  
LaVista, NE 68128-2798

REFERENCE: Request for Extension in Recording Final Plat – Woodhouse Place  
Woodhouse Place  
LRA Job No. 0116050.01-003

Dear Mr. Soiberg:

By virtue of this written correspondence, Woodhouse Auto Family, owners of the above-captioned property are requesting a sixty (60) day extension to record the Final Plat for said property.

The Final Plat was approved on April 4, 2017 by City Council. The Final Plat with all required signatures and is in the City's hands. The required letter of credit for public improvements has been acquired by Woodhouse and will be submitted to the City. Sarpy County is in the process of completing the required interlocal agreement for construction of the sanitary sewer outfall. Approval by City Council of this requested extension would allow the County time to complete the interlocal agreement and give Woodhouse until September 1, 2017 to file the plat.

Sincerely,

Woodhouse Auto Family,

Paul Cech  
CEO

Enclosure

c: Mike McIntosh  
Larry Jobeun

**WOODHOUSE.COM**

Ford, Chrysler,  
Dodge, Jeep, Ram  
2171 S. Highway 30  
Blair, NE 68008  
(402) 426-4126

Quick Lane  
18505 Wright Street  
Omaha, NE 68130  
(402) 996-2980

Chevy, Buick  
1951 Highway 30  
Missouri Valley, IA 51555  
(712) 642-4131

**WOODHOUSE**

Chrysler, Dodge, Jeep,  
Ram, Hyundai, Mitsubishi  
of Sioux City  
2101 E. 6th Street  
Sioux City, IA 51101  
(712) 277-3221

Ford South  
303 Fulton Ave  
Plattsmouth, NE 68048  
(402) 296-9000

Nissan  
7801 Nebraska Drive  
Bellevue, NE 68005  
(402) 731-2622

Lincoln, Mazda,  
Porsche  
6603 L Street  
Omaha, NE 68117  
(402) 592-1000

**CITY OF LA VISTA**  
**LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT**  
**JUNE 20, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
84 <sup>TH</sup> STREET REDEVELOPMENT AREA PHASE 1 TAX INCREMENT FINANCING – MIXED USE REDEVELOPMENT PROJECT	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

Resolutions have been prepared to approve tax increment financing and issuance of TIF notes for Phase 1 of the mixed use redevelopment project – 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

The incremental increase in ad valorem taxes on the redeveloped lots will be the only public funds used to repay the TIF notes.

**RECOMMENDATION**

Approve.

**BACKGROUND**

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area as amended by Amendment No. 1 included a multi-year mixed use redevelopment project and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in one or more phases in the vicinity of 84<sup>th</sup> Street and Brentwood Boulevard (“Mixed Use Redevelopment Project”). The Agency in recommending the Redevelopment Plan conducted a cost-benefit analysis which included all phases. City Council in approving the Redevelopment Plan found that the Redevelopment Plan and Mixed Use Redevelopment Project, including all phases, satisfied applicable statutory requirements. The Agency entered a redevelopment contract with La Vista City Centre, LLC (“Reveloper”) for the Mixed Use Redevelopment Project and tax increment financing for all phases of such project (“Redevelopment Contract”). Reveloper through an affiliated entity requests tax increment financing and issuance of related Notes for the first phase of the Mixed Use Redevelopment Project as on file with the City Clerk. There are two resolutions corresponding to development and related tax increment financing of two lots in 2018 and two lots in 2019.

# CITY+VENTURES



## TAX INCREMENT FINANCING ALLOCATION

For

**Lots 3, 10, 14, & 15**

at

**La Vista City Centre**

Application to the City of La Vista  
by  
City Centre I, LLC  
7885 S 84<sup>th</sup> Street  
La Vista, NE

June 12, 2017

**Tax Increment Financing (TIF) Allocation  
for  
Lots 3, 10, 14, & 15**

TIF Allocation under previously approved La Vista City Centre Tax Increment Financing Application.

**Project Name:** La Vista City Centre – Phase I

**Project Legal Description:**  
La Vista City Centre, Lot 3, Lot 10, Lot 14, & Lot 15

**Project Address:** 7885 S 84<sup>th</sup> Street

**Property Owner/Applicant:** City Centre I, LLC

**Owner Address:** P.O. Box 428, Boys  
Town, NE 68010

**Estimated Total Project Cost:** \$84,625,968.00

**TIF Allocation (This App.):** \$13,534,848.00

**Total TIF (All Phases):** \$37,418,500.00

**Cumulative TIF Utilized Prior to this Allocation:** \$0.00

**Remaining TIF Allocation After this Allocation:** \$23,883,652.00

**New Construction:** Yes (yes or no)

**Proposed Project Size:**  
445,000 (est) Gross Sq. Ft. Bldgs.  
4.02 of Acres  
175,111 SF Lot/Parcel Size

**Rehabilitation:** No (yes or no)

**LIHTC Project** No (yes or no)

**Market-Rate Project** Yes (yes or no)

**Historic Tax Credit Project** No (yes or no)

**Current Use:** Vacant Lot (previously vacant Shopping Center)

**Proposed Use:** Mixed-Use  
Development

**Current Zoning:** MU-CC Mixed Use City Centre District

**Proposed Zoning:** MU-CC

**Project Schedule:**

Commencement: Summer of 2017

Substantial Completion: Anticipated Summer of 2020

**Current & Proposed Real Estate Tax Summary:**

**Lot 3 & Lot 15** – Base year of 2017, Division Date of January 1<sup>st</sup>, 2018

Current Annual Tax Payment: \$10,450

Current Annual Taxable Valuation: \$451,186

Projected, Post Dev Incremental Tax Payment: \$541,612  
Projected, Post Dev Incremental Taxable Valuation: \$23,84,314

**Lot 10 & Lot 14** – Base year of 2018, Division Date of January 1<sup>st</sup>, 2019

Current Annual Tax Payment: \$22,593  
Current Annual Taxable Valuation: \$975,458

Projected, Post Dev Incremental Tax Payment: \$838,186  
Projected, Post Dev Incremental Taxable Valuation: \$36,189,042

## **NARRATIVE**

### **I. PROJECT DESCRIPTION**

Applicant intends to develop Phase I of the previously approved La Vista City Centre project. The Phase I includes Lot 3, 10, 14, & 15 of the platted lots for the “Project”. This project shall consist of approximately 95,500 square feet of commercial space and approximately 384 multifamily units as well as approximately 154 private, structured parking spaces. Buildings shall comply with the Design Guidelines vested in the Redevelopment and Subdivision Agreements. Also, consistent with the Redevelopment and Subdivision Agreements. The Applicant shall install the sidewalks, street furniture, and sidewalk landscaping with the development of its buildings consistent with a Master Streetscape Plan provided by the Applicant.

In conjunction with the development of Phase I, the City shall construct the primary street infrastructure, public parks, and a public parking garage on Lot 17 consisting of approximately 465 spaces and a public surface parking lot with approximately 155 public parking spaces on Lot 7 in advance of the future public garage on the site.

The site plan for the overall Project as well as floorplans, and elevations for Phase 1 of the Project are attached hereto as Exhibit “A” and incorporated herein by this reference. The Applicant has contracted with TACK Architects, BVH Architects, and DLR for architectural and engineering service, and Olsson Associates for civil, survey, & public improvement design and construction administration for the Project. The Applicant has contracted with multiple contractors for General Contracting services as follows:

Lot 3: KSI Construction  
Lot 10: Darland Construction  
Lot 14 & 15: Overland Constructors

### **II. PROJECT COSTS & TIF ALLOWABLE EXPENSES**

The site and building construction cost breakdown includes preconstruction, site development costs, and acquisition costs. The total private costs for the Project are estimated to be approximately \$84,625,968.00, and is illustrated in the Project Sources & Uses of Funds, along with TIF Eligible Expenses are attached hereto as Exhibit “B” and by this reference made a part hereof.

### **III. PRO-FORMA - PROFIT/LOSS AND CASH FLOW STATEMENTS**

An Income Statement the Project illustrating projected cash flows is included herein as Exhibit “C” along with an investment analysis which outlines the projected return on invested capital (ROI). Without TIF Financing, the project would be financially infeasible. With TIF Financing, the project will enhance returns to an acceptable level for the applicant.

Respectfully submitted,



**City Centre I, LLC, a Nebraska  
Limited Liability Company**

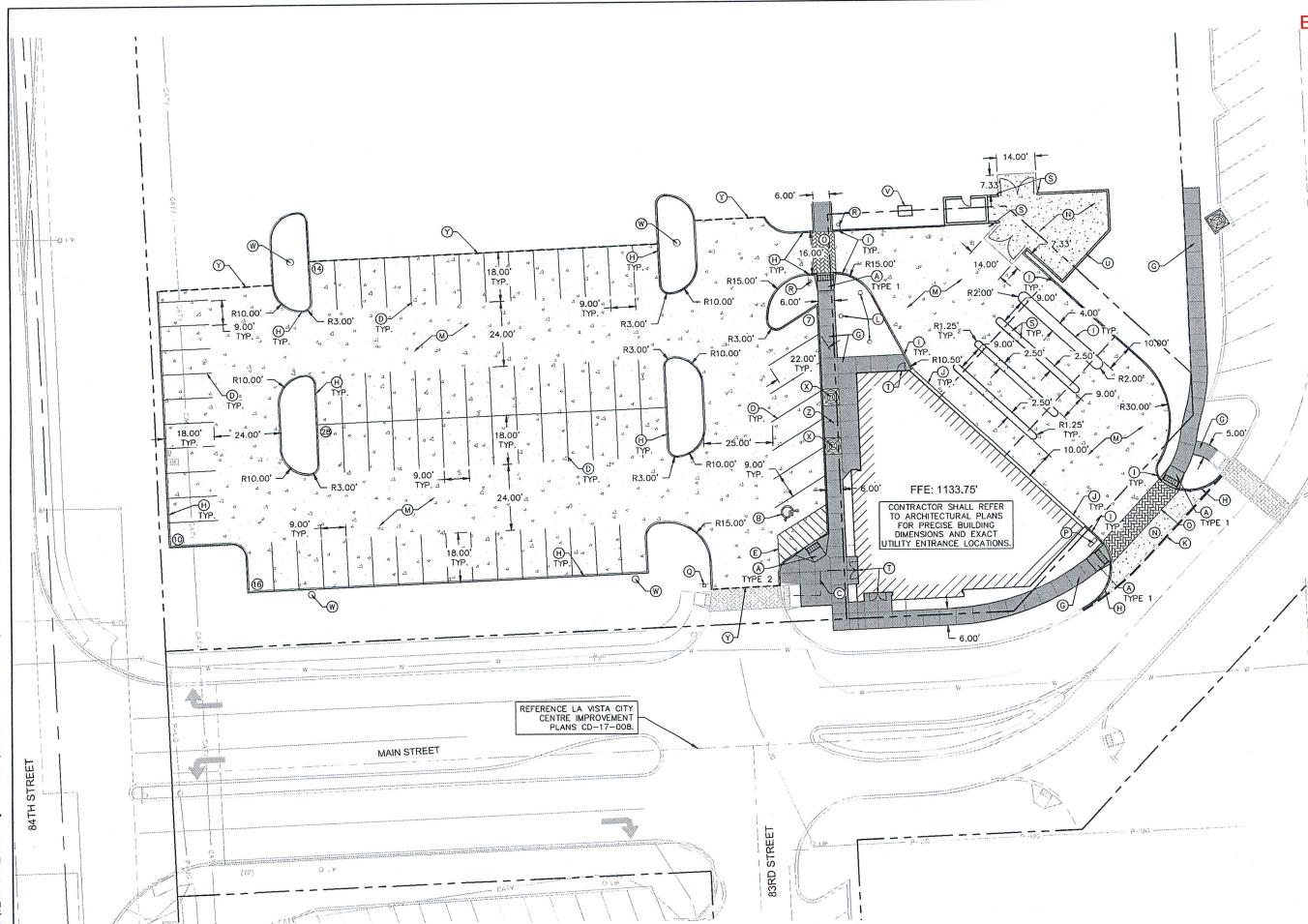
**APPLICATION ATTACHMENTS:**

- A. Site Plans & Elevations
- B. Sources & Uses of Funds / Construction Budget / TIF Eligible Expenses
- C. Pro Forma and ROI Analysis

# Master Plan

Exhibit "A"





**Exhibit "A" - Lot**

**SITE KEY NOTES**

④ CONSTRUCT CUB BERM PER ADA REGULATIONS AND LOCAL AMIURISDICTONAL REQUIREMENTS. REFERENCE DETAIL SHEET AND CITY OF OMAHA STANDARD PLATE 500-82, REFERENCE PLAN FOR CURB RAMP TYPE.

④ INSTALL ADA PARKING STALL AND ASSOCIATED STRIPING AND SIGNAGE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS. REFERENCE DETAIL SHEET.

④ PROPOSED ADA ACCESSIBLE ROUTE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS.

④ INSTALL 4-INCH WHITE PAVEMENT STRIPPING. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.).

④ INSTALL 4-INCH WHITE PAVEMENT STRIPPING AT 45°, 2-FEET O.C. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.).

⑦ NOT USED.

④ CONSTRUCT 4-INCH THICK P.C.C. SIDEWALK. REFERENCE DETAIL SHEET AND CITY OF OMAHA STANDARD PLATE 500-82.

④ CONSTRUCT TYPE "A" INTEGRAL CURB AND GUTTER PER CITY OF OMAHA STANDARD PLATE 500-52.

④ CONSTRUCT VERTICAL CURB PER CITY OF OMAHA STANDARD PLATE 500-52.

④ CONSTRUCT 15-INCH HIGH VERTICAL CURB. REFERENCE ARCHITECTURAL PLANS FOR DETAILS.

④ CONSTRUCT EXPANSION JOINT PER CITY OF OMAHA STANDARD PLATE 500-50.

④ FLAG POLE. REFERENCE ARCHITECTURAL PLANS FOR DETAILS.

④ CONSTRUCT 5-INCH THICK STANDARD DUTY P.C. CONCRETE PAVEMENT. REFERENCE DETAIL SHEET.

④ CONSTRUCT 8-INCH THICK HEAVY DUTY P.C. CONCRETE PAVEMENT. REFERENCE DETAIL SHEET.

④ INSTALL STAMPED CONCRETE CROSSWALK. REFERENCE DETAIL SHEET.

④ PROPOSED MONUMENT SIGN. REFERENCE ARCHITECTURAL PLANS. SEPARATE SIGNAGE PERMIT IS REQUIRED.

④ INSTALL STREET SIGN PER STANDARDS AND CITY OF OMAHA STANDARD PLATE 500-82, REFERENCE DETAIL SHEET.

④ INSTALL PEDESTRIAN CROSSING. DO NOT ENTER SIGN PER MUTCD STANDARDS. REFERENCE CITY OF OMAHA STANDARD PLATES 500-50 AND 500-85 FOR CROSSWALK DETAILS.

④ CONSTRUCT BOLLARD PER DETAIL SHEET. REFERENCE ARCHITECTURAL PLANS FOR EXACT LOCATION.

④ STRUCTURAL STOOP AND DOOR. REFERENCE ARCHITECTURAL PLANS FOR EXACT LOCATION, SIZE, AND SLOPE.

④ TRASH ENCLOSURE. REFERENCE ARCHITECTURAL PLANS. CONSTRUCT HEAVY DUTY PAVEMENT APRON AS SHOWN ON PLAN.

④ TRANSFORMER PAD. REFERENCE UTILITY PLAN.

④ LIGHT POLE AND BASE.

④ TREE GRATE. REFERENCE LANDSCAPE PLAN.

④ CONSTRUCT THICKENED EDGE. REFERENCE DETAIL SHEET.

④ BIKE RACK LOCATION. CONTRACTOR TO COORDINATE WITH OWNER FOR LOCATION.

SITE INFORMATION TABLE	
LEGAL DESCRIPTION:	LOT 3 LA VISTA CITY CENTRE
EXISTING ZONING:	MU-CC
PROPOSED ZONING:	MU-CC
SETBACKS:	
FRONT:	< 10'-0"
REAR:	N/A
INTERIOR SIDE YARD:	N/A
STREET SIDE:	< 10'-0"
PARKING REQUIREMENTS:	
REQUIRED:	N/A
PROVIDED:	75 STALLS
ACCESSIBLE PARKING:	
REQUIRED:	1
PROVIDED:	1

#### NOTE\*

NOTES:

1. ALL RADII SHOWN ARE TO BACK-OF-CURB.
2. ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB.



Know what's below.  
Call before you dig.

Call before you dig.  
CALL 811 SEVENTY-TWO HOURS PRIOR TO  
DIGGING, GRADING OR EXCAVATING FOR THE  
LOCATION OF UNDERGROUND UTILITIES.



SITE PLAN		LA VISTA, NE	LA VISTA CITY CENTRE LLOT 3 CONSTRUCTION DOCUMENTS	2017
drawn by:	JLA			
checked by:	PS			
QC/GC by:	ES			
project no.:	D16-0045			
date:	5.4.17			
SHEET				
C1.1				





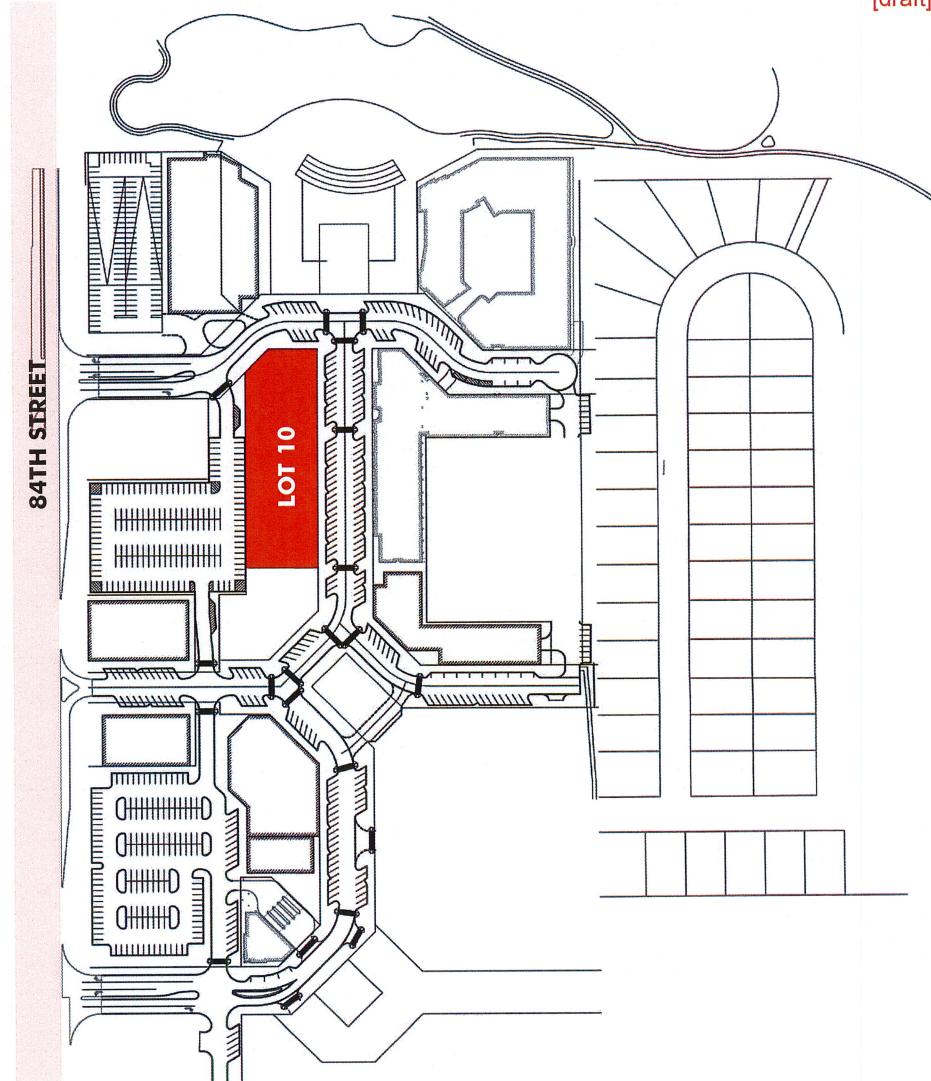
LA VISTA CITY CENTRE - LOT 10 | SITE PLAN

05 APRIL 2017



PAGE 3

Exhibit "A" - Lot 10  
[draft]











**MATERIAL LEGEND:**

BRICK VENEER:



METAL PANEL 1:



METAL PANEL 2:



METAL PANEL 3:



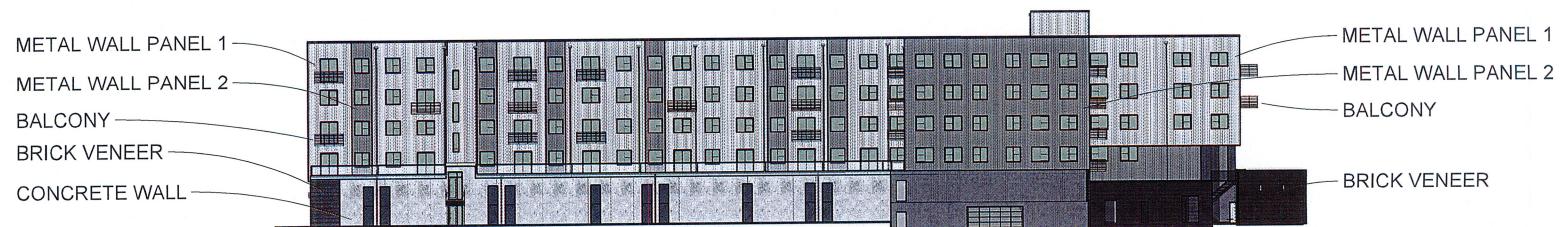
METAL PANEL 4:



CONCRETE TEXTURE:



LAP SIDING:

**WEST ELEVATION****NORTH ELEVATION****EAST ELEVATION****SOUTH ELEVATION**

**LA VISTA CITY CENTRE MIXED USE - LOT 15**  
**EXTERIOR ELEVATIONS**

**BVH**

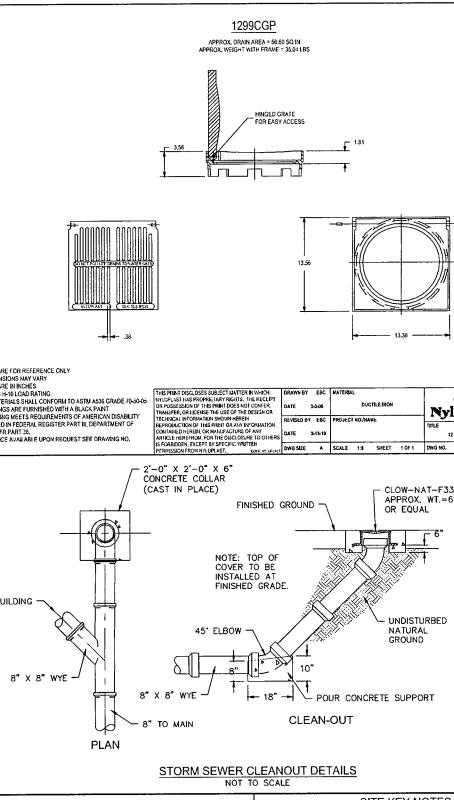
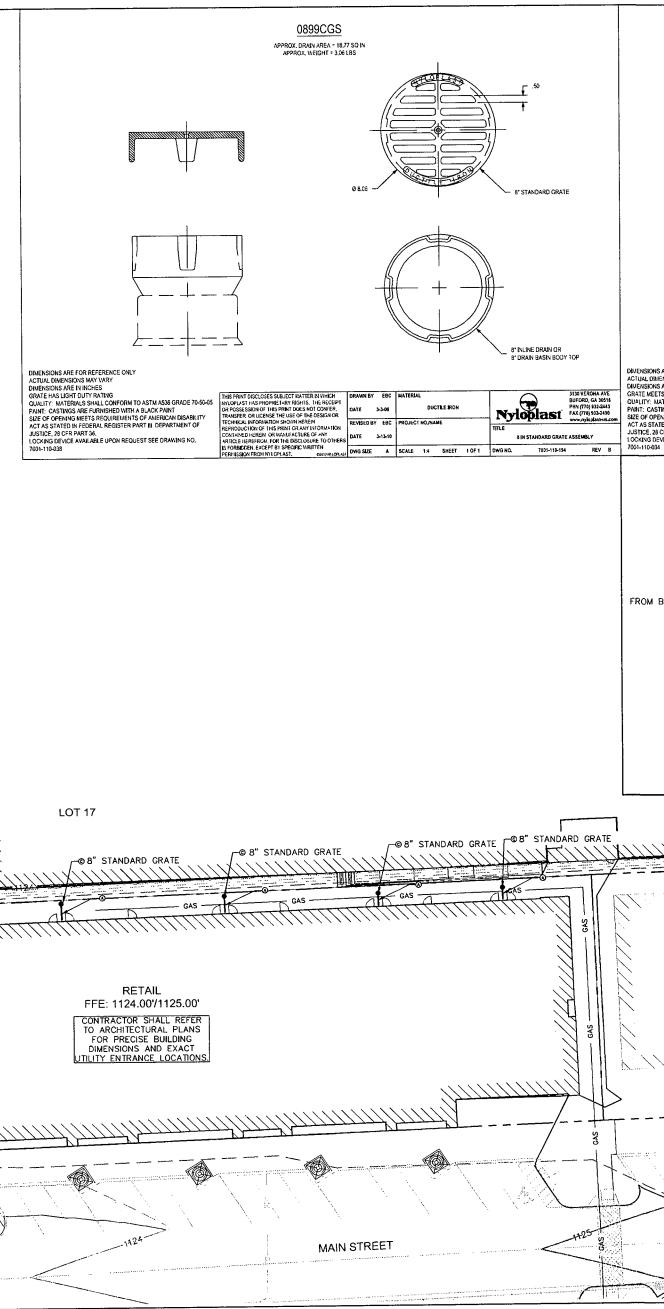
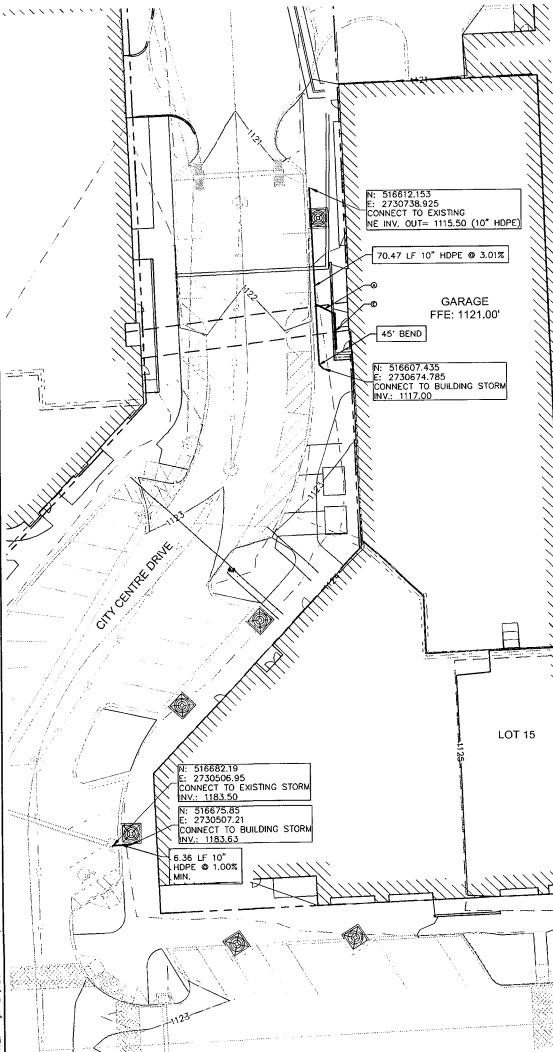




Exhibit "A" - Lot 14

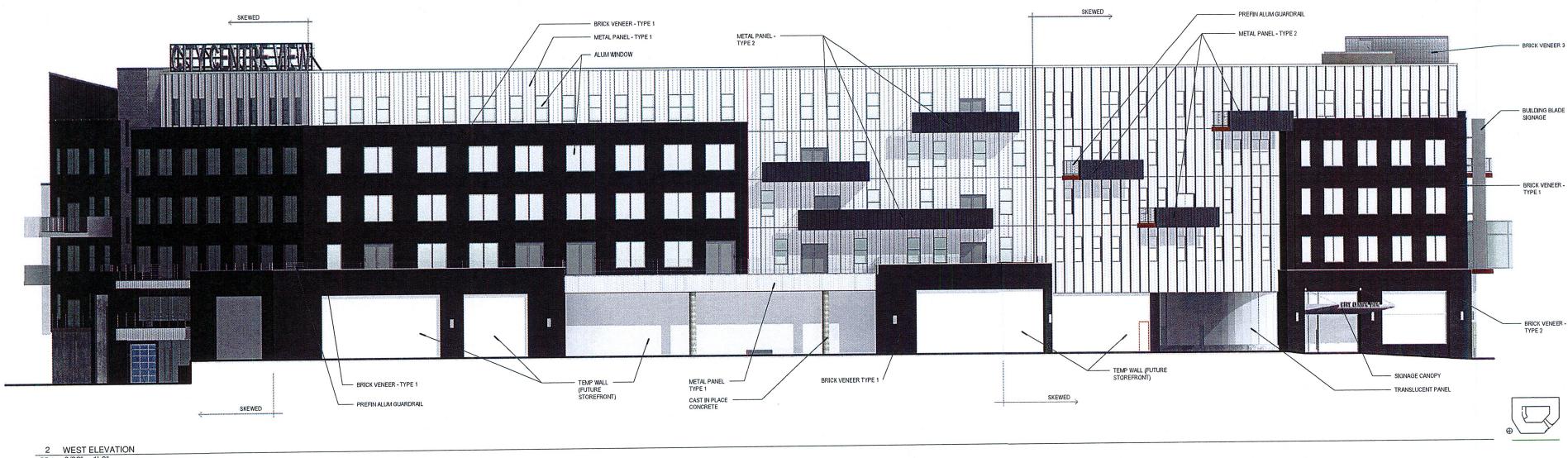
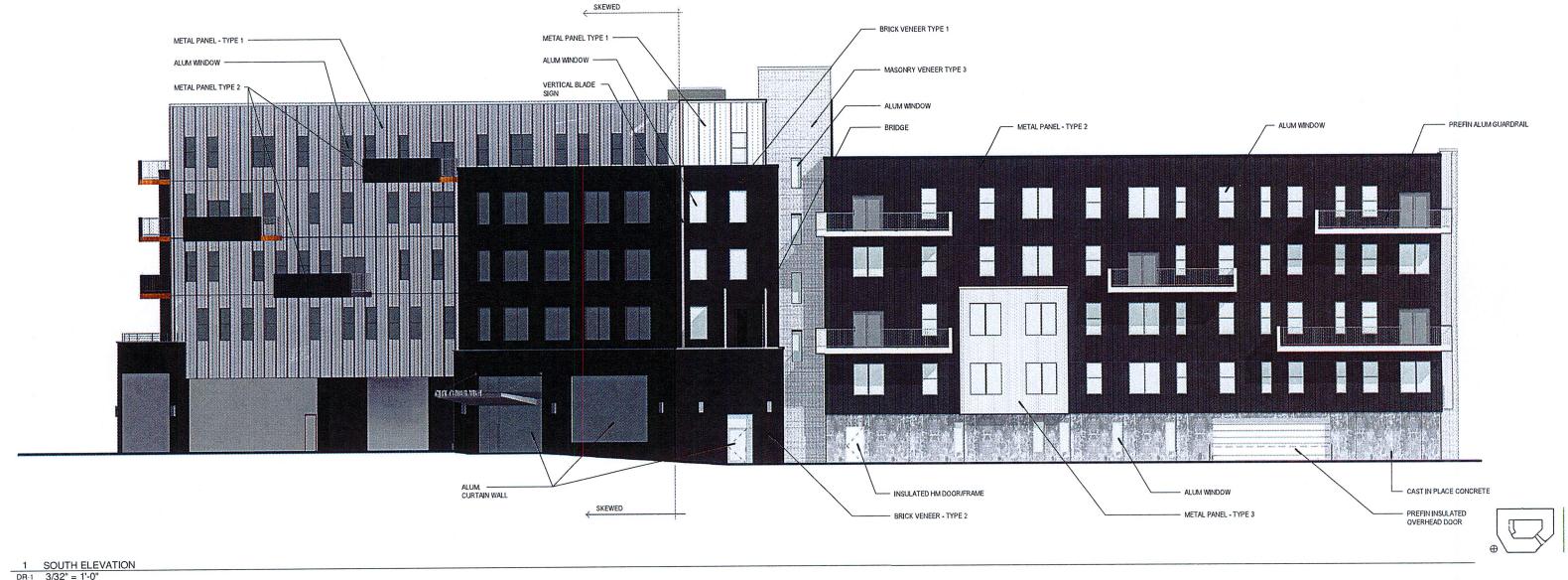
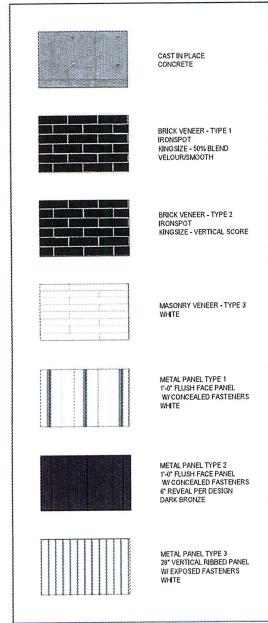
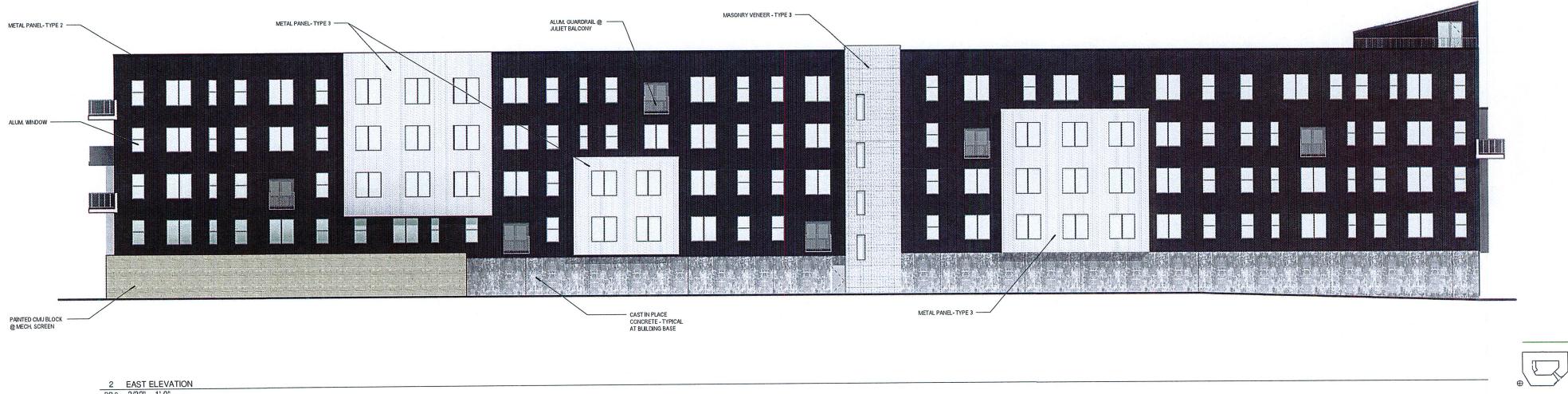
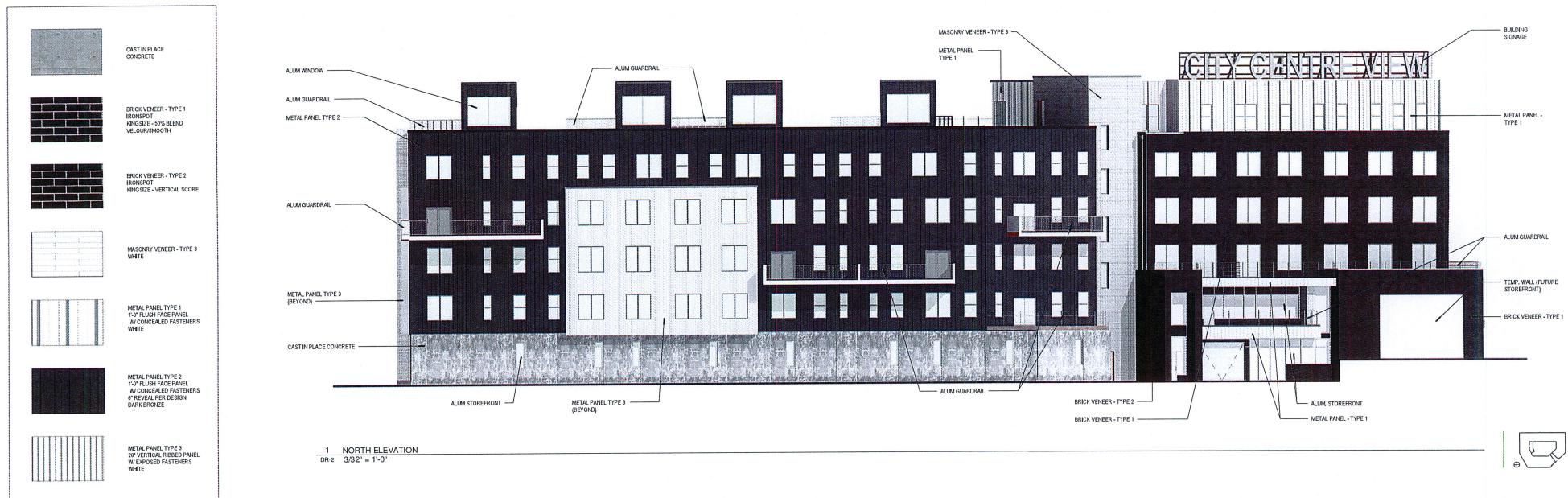


Exhibit "A" - Lot 14



# CITY+VENTURES

La Vista City Centre  
Phase 1

Exhibit "B"  
TIF Eligible Expenses

Uses of Funds	
<u>TIF Eligible Expenses</u>	<u>Amount</u>
<b>Acquisition</b>	
Land & Structures	\$7,144,537
<b>Hard Costs</b>	
Façade Enhancements, Additional Glazing, Upgraded Windows	\$3,450,000
Public Impr. - Sidewalks, Landscaping, Street FF&E, Arch Lighting	\$1,000,000
Sitework - Site Utilities & Site Prep	\$500,000
<b>Soft Costs</b>	
TIF Capitalized Interest	\$1,091,848
Contractor Fee	\$1,900,000
Contingency	\$3,000,000
Design - Architecture / Engineering	\$2,800,000
Developer Fee	\$8,000,000
<b>Total TIF Eligible Expenses</b>	<b>\$28,886,386</b>

## Uses of Funds

Description	Value
Net Operating Income	\$4,989,110
Annual Debt Service (ADS)	(\$3,965,518)
Cash Flow Before Taxes (CFBT)	\$1,023,592

## ROI Analysis - Statement of Need

Description	Project With TIF	Project Without TIF
TIF Proceeds	\$13,534,848	\$0
Debt	\$59,000,000	\$59,000,000
<b>Equity</b>	<b>\$12,091,120</b>	<b>\$25,625,968</b>
Total Project	\$84,625,968	\$84,625,968
Cash Flow Before Taxes	\$1,023,592	\$1,023,592
<b>Return on Investment</b>	<b>8.47%</b>	<b>3.99%</b>

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 20, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
TRAFFIC SIGNAL DESIGN (96 <sup>TH</sup> & BRENTWOOD)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a professional services agreement with Olsson Associates to provide engineering services for the design of the 96<sup>th</sup> Street and Brentwood Drive Traffic Signal, in an amount not to exceed \$33,966.92.

**FISCAL IMPACT**

The FY18 Capital Improvement Program provides funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

Traffic signal warrants on 96<sup>th</sup> Street from Giles Road to Harrison Street were evaluated in a study conducted by Olsson Associates in 2015. The results of that study recommended a traffic signal at 96<sup>th</sup> Street and Brentwood Drive as the best initial location to serve access needs to 96<sup>th</sup> Street. It was also the location that was closest to meeting traffic signal warrants. Proceeding with the design work at this time will allow for construction of the traffic signal to take place in the spring of 2018.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF THE 96TH STREET AND BRENTWOOD DRIVE TRAFFIC SIGNAL, IN AN AMOUNT NOT TO EXCEED \$33,966.92

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined engineering services for the design of the 96<sup>th</sup> Street and Brentwood Drive Traffic Signal are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve a professional services agreement with Olsson Associates to provide engineering services for this project; and

WHEREAS, The FY18 Capital Improvement Program provides funding for this project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the execution of a professional services agreement with Olsson Associates to provide engineering services for the design of the 96<sup>th</sup> Street and Brentwood Drive traffic signal, in an amount not to exceed \$33,966.92

PASSED AND APPROVED THIS 20TH DAY OF JUNE, 2017.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

June 6, 2016

City of La Vista, NE  
Attn: John Kottmann  
9900 Portal Road.  
La Vista, NE 68128

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
96<sup>th</sup> & Brentwood Traffic Signal (the "Project")  
La Vista, NE

Dear Mr. Kottmann:

It is our understanding that City of La Vista, NE ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project. (As more specifically described in "Scope of Services" attached hereto.) Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

### SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: June 19, 2017  
Anticipated Completion Date: September 29, 2017

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Exhibit B (Consultants Estimate of Hours) attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$33,966.92.

## TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be John Kottmann.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

## OLSSON ASSOCIATES, INC.

By

  
Shane Hennessey, PE

By

  
Christopher M. Rolling, PE, PTOE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

## CITY OF LA VISTA, NE

By

Signature

Print Name

Title

Dated

## Attachments

General Provisions  
Scope of Services  
Consultant's Estimate of Hours

G:\Lincoln\Admin\LETPROP\TFTC\96th & Brentwood Signal Design\17-06-09\_Letter Agreement- City of La Vista.doc

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 21, 2016 between La Vista Community Development Agency ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials,

encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and

programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that

the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1**

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the City or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subcontractor, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it

accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Construction Cost Estimate**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

## 7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

## 7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

## 7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

## 7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

## 7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

## 7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

## 7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

## 7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

## 7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

## **7.15 Entire Agreement**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

## EXHIBIT A SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Agreement for Professional Services dated June 9, 2017 between the City of La Vista ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### **SCOPE OF SERVICES**

Olsson shall provide the following services to Client (Scope of Services) for the Project:

#### **Task 100 – Project Management**

- Project Management - This task includes time for overall management and coordination of the project team, coordination with Client staff, coordination with key stakeholders.
- Project scheduling assistance.
- Project Meetings - Olsson will schedule and attend four (4) meetings. It is anticipated a portion of these meetings will occur at the following milestones:
  - Project Kick-off
  - Concept Design Submittal
  - Final Design Submittal
  - Pre-Bid
- Utility Coordination - Olsson will schedule and attend one (1) utility coordination meeting. It is anticipated this meeting will take place between preliminary and final plan submittals in order to discuss possible impacts and relocations with surrounding utility facilities.

#### **Task 200 – Survey**

- Topographic features will be surveyed to create a surface represented by 1 foot contours. Improvements within the limits will be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities.
- A boundary survey will be performed to locate Section Corners, property corners and any other corners necessary to establish land ownership and Right of Way.
- Utility-One-Call will be made for the site. Utilities that are marked will be located. Above ground visible utilities will be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt will be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities will be placed on the survey. Manholes will be inverted to get the pipe size and flow lines elevations. Any private utilities must be marked prior to field survey by a private locating company at the Clients expense. If not marked at time of field survey an additional fee will be required to pick them up.
- Data from the topographic survey will be downloaded and brought into CADD for use in the design efforts. This task assumes the pick-up survey will be added to the current data being used by Olsson.

#### **Task 300 – Conceptual Roadway Design**

In general, the extent of this task will include conceptual roadway design for intersection improvements at 96<sup>th</sup> & Brentwood. Turn lane modifications, signal pole locations, and conceptual landscaping plans will be shown. The conceptual design will be performed in accordance with City of Omaha 2014 Standard Specifications of Construction.

- **Conceptual Design** - Olsson will prepare a conceptual level design to facilitate discussions with stakeholders and agencies. The Concept Design will be presented in a plan set and opinion of probable cost as follows.
- **Plan Production** - Olsson will create the necessary plan sheets for inclusion into a conceptual plan sets. Conceptual plans will include the following sections:
  - **Horizontal and Vertical Alignment** - Olsson will establish the horizontal and vertical alignments for the various roadway segments on the project shown on plan and profile sheets.
  - **Typical Sections** - Olsson will prepare the typical sections for the standard roadway segments. In addition, typical sections for the turn lane construction will be prepared.
  - **Conceptual Roadway Geometrics** - Olsson will prepare the roadway features and provide geometric sheets that show the alignments and corner radii

information for the various roadway segments, intersections, and major driveway relocations on the project.

- **Conceptual Limits of Construction** - Olsson will identify and draft the conceptual limits of construction on the plan sheets. These limits will be used to determine any impacts outside of public right-of-way and be used in preliminary discussions with local agencies.
- **Summary of Quantities/Opinion of Probable Costs** - Olsson will compute quantities for the conceptual design and will submit an opinion of probable cost with the plans using City of Omaha standard bid items and unit prices.
- **QA/QC** - Olsson shall conduct internal quality reviews of the design and plan sets during the design of the project.

#### Task 400 – Preliminary & Final Design

In general, the extent of this task will include preliminary and final roadway design for a public road design developed in Task 300. The roadway and turn lane improvements will be designed to meet City of Omaha 2014 Standard Specifications of Construction.

- **Site Inspections** - Olsson will conduct site visits as required during the course of the project to verify site features with the proposed design work.
- **Data Collection and Review** - Olsson will assemble and review preliminary data available for the project including as-built information for existing streets, utilities, storm sewers and other features within the project area. This will also include review of existing environmental studies, traffic studies and other study information available that pertains to the proposed improvements that are provided by the client.
- **Plan-in-Hand** - Olsson will schedule and attend a plan-in-hand meeting with the key stakeholders to review the preliminary roadway design plans. Olsson will prepare and submit a memo following the meeting summarizing the findings and decisions made regarding the project design.
- **Plan Production & Note Reduction** - Olsson will create the necessary plan sheets for inclusion into the plan sets. It is assumed the Consultant will prepare plan sets for two submittals, including preliminary and final plans. Note reduction effort is for incorporation of additional field survey into the base files for use in developing the final design plans.
- **Control Points & General Notes** - Olsson will prepare horizontal control plans showing the control point tie-ins, benchmark information, and alignment design data for the various roadway segments. General Information plans will be prepared to reduce the amount of information shown on other plan sheets and may include topographic legends, standard notes, earthwork tabular notes, and standard details.
- **Preliminary & Final Design** – The following tasks will be performed in order to perform the design for the intersection improvements.
  - **Typical Sections** - Olsson will finalize the typical sections from the conceptual design task and include phasing sections as needed.
  - **Roadway Geometrics** - Olsson will prepare the roadway features and provide geometric sheets that show the alignments and corner radii information for the various roadway segments, intersections, and major driveway relocations on the project.
  - **Drainage Plans** - Olsson will design the drainage structures associated with the roadway improvements according to the recommendations provided in the drainage memo. Drainage profiles and cross sections will be prepared for the proposed drainage structures within the project area.
  - **Roadway Cross Sections** - Olsson will cut cross-sections at twenty-five (25) foot intervals and at such additional intervals as may be necessary to accurately depict the lay of the land, to analyze drainage requirements, and to compute earthwork quantities. Cross sections will also be provided at driveways.
  - **Joints & Grades** - Olsson will prepare joint layouts and grades plans for the project. The grades will be located every twenty-five (25) feet along centerline, and at critical spots through intersections.
  - **Construction and Removal Plans** - Olsson will prepare construction and removal plans for the project. Construction and Removal tabs will match standard City of Omaha pay items.
  - **Erosion Control** - Olsson will prepare plans showing location and type of erosion control to be used for the project. The design will meet the requirements set forth in the City of Omaha Erosion Control Manual. A SWPPP and permit applications will be prepared.
  - **Construction Phasing** - Olsson will prepare plans showing construction phasing, temporary construction, and completed construction for the build condition.

- **Traffic Control** - Olsson will prepare the required traffic plans, including traffic control, temporary pavement markings, and all required traffic control devices for the build condition.
- **Traffic Signal Design** - In general, Olsson will provide signal design services for wiring diagram preparation; pull boxes, traffic signal poles, cabinet/controller placement, conduit & other equipment (signal/pedestrian heads, signs, EVP, detection, mast arms, etc.) OPPD will be consulted for a power source to operate the signal. Design will be conducted in accordance with City of Omaha standards. Olsson will prepare a signal plan for this improvement.
- **Pavement Marking & Signing** - Olsson shall prepare plan sheets showing pavement marking and signage layouts. In addition, temporary signage and pavement markings will be shown, if applicable.
- **Landscape Plan**
  - Review landscape requirements and visit site to verify existing conditions.
  - Coordinate preferred landscaping materials and locations with the Client and their consultants.
  - Prepare landscape plan to the level necessary to secure a local building permit.
  - It is assumed that final plantings shall be coordinated by the Contractor/Owner with landscape installer based upon availability of product.
  - Construction Details: Shall include miscellaneous planting details required to construct the Project. It is assumed that the main portion of the signs for both entrances can be salvaged and re-used. Conceptual base details shall be provided for re-installation.
  - Planting Specifications: Shall include general installation notes and warrantee standards.
  - Irrigation Performance Specification: Shall include general requirements to re-work the existing systems. Shop drawing(s) to be submitted for review showing system layout.
  - It is assumed that any existing lighting will be salvaged and re-used.
- **Earthwork** - Olsson will calculate the roadway earthwork for the various roadway segments and prepare the appropriate plan sheet information.
- **Limits of Construction** - Olsson will identify and draft the final limits of construction on the plan sheets. These limits will be used to determine any right-of-way or easement needs.
- **Right-of-Way** - Olsson will provide right-of-way plat maps showing permanent acquisitions, temporary construction easements or permanent easements. Individual Tract maps with legal descriptions which will be prepared for use in acquisitions.
- **Summary of Quantities/Opinion of Probable Costs** - Olsson will compute quantities for each submittal and will submit an opinion of probable cost at the Preliminary and Final Plans submittals with the plans, using City of Omaha standard bid items and unit prices.
- **QA/QC** - Olsson shall conduct internal quality reviews of the design and plan sets during the design of the project.
- **CADD Submittal** - Olsson will submit electronic CADD files to the Client at the completion of the design of the project.
- **Construction Staking** - Olsson will provide electronic pdf copies of the Final Plans as well as CADD to the contractor for the use of construction staking. It is the responsibility of the contractor to verify the accuracy of all files provided to him prior to using them.

#### Task 500 – Bid Package Documents

- **Special Provisions** - Olsson will prepare necessary special provisions for inclusion into the final bid documents prepared by the Client. Include front end docs as provided by the City
- **Bid Tabs** - Olsson will help prepare bid tabs for inclusion into the final bid documents prepared by the Client.
- **Final Construction Plans** - Olsson will prepare two (2) full size plan sets for inclusion into the final bid documents prepared by the Client.
- **Digital Plans** - It is permissible for City to supply digital format copies of plans and specs to plan houses for bidding purposes. Any reuse of or modification of the work product by the City or any person or entity that acquires or obtains the work product from or through the City without the written authorization of Olsson will be at the City's sole risk and Olsson will be held harmless from any damages arising out of this reuse.

### **Task 600 – Public Involvement**

- **Open House/Public Meeting** - The Consultant shall prepare exhibits for an open house style public engagement meeting. It is anticipated that the public engagement meeting will coincide with the conceptual design completion. Aerial mosaics and other visual displays will be prepared showing the proposed project features and the preliminary limits of the construction. The City will arrange for meeting facilities for the public meeting and conduct the public meeting.

### **Task 700 – Construction Engineering (Optional Services)**

- **Construction Administration & Observation** – At the option of the Client, Olsson can provide construction administration and observation services. Final Fee to be added by addendum.
- **Construction Staking & Materials Testing** – At the option of the Client, Olsson can provide construction staking and materials testing services. Final Fee to be added by addendum.
- **SWPPP Inspections** – At the option of the Client, Olsson can provide SWPPP inspection services. Final Fees to be added by addendum.
- **Olsson Fee: TBD**

#### **Exclusions**

Excluded from this scope of services are the following:

- Storm Sewer Analysis
- Footing Design
- Utility Relocation Design
- Lighting Design.

#### **Schedule**

Upon receiving Notice to Proceed (assumed 6/19/17), the Consultant will begin work on the roadway design with estimated milestone dates below:

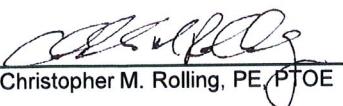
- Conceptual Design: 7/14/17
- Open House: 7/24/17
- Final Plan Submittal: 9/8/17
- Final Bid Documents: 9/29/17

#### **Compensation**

Task #	Task Description	Amount	Fee Type
100	Project Management	\$4,654.48	TMNTE
200	Topographic Survey	\$3,119.01	TMNTE
300	Conceptual Design	\$3,239.21	TMNTE
400	Prelim & Final Roadway Design	\$18,115.40	TMNTE
500	Bid Package Documents	\$3,734.75	TMNTE
600	Public Involvement	\$504.07	TMNTE
700	Construction Services (as requested)	--	TMNTE
	Expenses	\$ 600.00	
	<b>Total Contract</b>	<b>\$33,966.92</b>	<b>TMNTE</b>

**OLSSON ASSOCIATES, INC.**

By   
Shane Hennessey, PE

By   
Christopher M. Rolling, PE, PTOE

If you accept this Scope of Services, please sign:

**City of La Vista ("Client")**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

G:\Lincoln\Admin\LETPROP\TFTC\96th & Brentwood Signal Design\Scope of Services.doc

## Exhibit B - Consultant's Estimate of Hours

Project Name: 90th & Brentwood Traffic Signal  
 Project Number:   
 Control Number:   
 Location (City, County): La Vista, NE  
 Firm Name: Olson Associates  
 Consultant Project Manager: Chris Ralling  
 Phone/Email: (402) 341-1116 / cralling@olsonassociates.com  
 LPA Responsible Charge: John Kottmann  
 Phone/Email: (402) 331-8927 / jkottmann@cityoflavista.org  
 Date: June 9, 2017

TASKS	PERSONNEL CLASSIFICATIONS**																Total	
	PM	APM	SENV	ENV	SPE	PE	EI	SDES	DES	ADM	RLA	SE	RLS	SVT	SVC	GD	COM	WM/DD
<b>Task 100. Project Management</b>																		39
a. Project Management	20																	20
b. Project Scheduling	4																	4
c. Project Meetings (4)	6							4										10
d. Utility Coordination	2							2										4
<b>Task 200. Topographic Survey</b>																		38
a. Topographic Survey												1	8					9
b. Boundary Survey											2	4						6
c. Utility Locations											2	1	1					4
d. Download, Reduce Notes & Develop Topo Map and Electronic data												4						4
<b>Task 300. Conceptual Roadway Design</b>								4	4									8
a. Conceptual Design								2	6	12								20
b. Plan Production								1	1									2
c. SOQ/QPC																		4
d. QA/QC	4																	4
<b>Task 400. Preliminary &amp; Final Roadway Design</b>																		34
a. Site Inspections								4	4									8
b. Data Collection and Review								2	4									6
c. Plan-It-Hand								4	6	6								16
d. Plan Production & Note Reduction								4	4									8
e. Control Points & General Notes								2	2									4
f. Prelim & Final Design Plans								10	10	30	40							90
g. Earthwork								2	2									4
h. Right-of-Way Design								8	8	4								20
i. Summary of Quantities/Opinion of Probable Costs								2	2									4
j. QA/QC	6							6	8									20
k. CADD Submittal								1	4									5
l. Construction Staking								1	4									5
<b>Task 500. Bid Package Documents/Bidding Process</b>								8	4									12
a. Special Provisions								2				2						4
b. Bid Tabs								4	8	8	2							22
c. Final Construction Plans																		34
<b>Task 600. Public Involvement</b>								2	2									6
a. Open House/Public Meeting																		6
<b>Task 700. Construction Services - TMO</b>																		
<b>Total Hours</b>	42		61	34	91	72	4					5	5	13	2			319
<b>Total Days (8 hrs)</b>	5.3		7.6	4.3	11.4	9.0	0.5					0.6	0.6	1.6	0.3			39.88

**CLASSIFICATIONS\*:**

PM	= Project Manager	EI	= Engineer Intern	RLS	= Registered Land Surveyor
APM	= Assistant Project Manager	SDES	= Senior Designer/Technician	SVT	= Survey Technician
SENV	= Senior Environmental Scientist	DES	= Designer/Technician	SVC	= Survey Crew (2 Person)
ENV	= Environmental Scientist	ADM	= Administrative	GD	= Graphic Designer
SPE	= Senior Project Engineer	RLA	= Landscape Architect	COM	= Communications Coordinator
PE	= Project Engineer	SE	= Structural Engineer	WM/DD	= Webmaster / Database Developer

\*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate the Estimate of Hours table, as well as the remaining sheets.

## Labor Rates

Project Name:	96th & Brentwood Traffic Signal
Project Number:	
Control Number:	
Location (City, County):	La Vista, NE
Firm Name:	Olsson Associates
Consultant Project Manager:	Chris Rolling
Phone/Email:	(402) 341-1116 / crolling@olssonassociates.com
LPA Responsible Charge:	John Kottmann
Phone/Email:	(402) 331-8927 / jkottmann@cityoflavista.org
Date:	June 9, 2017

Labor Costs:		Hours	2016 Pay Rates	Amount
Code	Classification Title			
PM	Project Manager	42	\$41.50	\$1,743.00
SENV	Senior Environmental Scientist		\$44.75	
ENV	Environmental Scientist		\$24.00	
SPE	Senior Project Engineer	61	\$41.50	\$2,531.50
PE	Project Engineer	34	\$40.25	\$1,368.50
EI	Engineer Intern	91	\$28.75	\$2,616.25
SDES	Senior Designer/Technician		\$26.50	
DES	Designer/Technician	72	\$19.00	\$1,368.00
ADM	Administrative	4	\$20.00	\$80.00
RLA	Landscape Architect		\$37.00	
SE	Structural Engineer		\$38.00	
RLS	Registered Land Surveyor	5	\$40.25	\$201.25
SVT	Surveyor	5	\$35.40	\$177.00
SVC	Survey Crew (2 Person)	13	\$48.25	\$627.25
GD	Graphic Designer	2	\$22.00	\$44.00
COM	Communications Coordinator		\$26.00	
WM/DD	Webmaster / Database Developer		\$33.00	
<b>TOTALS</b>		<b>328</b>		<b>\$10,766.75</b>

**CLASSIFICATIONS:**

PM	= Project Manager	EI	= Engineer Intern	RLS	= Registered Land Surveyor
APM	= Assistant Project Manager	SDES	= Senior Designer/Technician	SVT	= Survey Technician
SENV	= Senior Environmental Scientist	DES	= Designer/Technician	SVC	= Survey Crew (2 Person)
ENV	= Environmental Scientist	ADM	= Administrative	GD	= Graphic Designer
SPE	= Senior Project Engineer	RLA	= Landscape Architect	COM	= Communications Coordinator
PE	= Project Engineer	SE	= Structural Engineer	WM/DD	= Webmaster / Database Developer

Blended Rates Worksheet		CLASSIFICATION <sup>1</sup>	SALARY RATE	% ASSIGNED <sup>2</sup>
Project Manager	Chris Rolling	Project Engineer	\$36.78	100.0%
			Blended Rate:	<b>\$36.78</b>
Assistant Project Manager	Katie Underwood	Team Leader	\$43.21	100.0%
			Blended Rate:	<b>\$43.21</b>
Senior Environmental Scientist				
			Blended Rate:	
Environmental Scientist				
			Blended Rate:	
Senior Project Engineer	Tony Egelhoff	Project Engineer	\$48.08	100.0%
			Blended Rate:	<b>\$48.08</b>
Project Engineer	Katie Underwood	Team Leader	\$43.21	60.0%
	Chris Rolling	Project Engineer	\$35.58	40.0%
			Blended Rate:	<b>\$40.16</b>
Engineer Intern	Mike Golka	Assistant Engineer	\$27.41	10.0%
	Kellen Hiedmann	Assistant Engineer	\$28.05	80.0%
	Dan Bellizzi	Assistant Engineer	\$25.25	10.0%
			Blended Rate:	<b>\$27.70</b>
Senior Designer/Technician	Rob Phillips	Senior Technician	\$24.75	30.0%
	Mark Lambertus	Senior Technician	\$26.50	35.0%
	Eddie Fossler	Senior Technician	\$27.50	35.0%
			Blended Rate:	<b>\$26.33</b>
Designer/Technician	Tony Ried	Assistant Technician	\$18.05	10.0%
	Student	Student Intern	\$12.50	40.0%
	Michael Bickford	Associate Technician	\$24.00	50.0%
			Blended Rate:	<b>\$18.81</b>
Administrative	Ronnie Chambers	Team Coordinator	\$20.00	80.0%
	Rhonda Jelinek	Billings Coordinator	\$23.00	20.0%
			Blended Rate:	<b>\$20.60</b>
Landscape Architect	Kellen Petersen		\$44.72	50.0%
	Ed Schnackenberg		\$45.20	50.0%
			Blended Rate:	<b>\$44.96</b>
Structural Engineer				
			Blended Rate:	
Registered Land Surveyor				
			Blended Rate:	
Survey Technician	Terry Rothanzl	Team Leader	\$36.08	100.0%
			Blended Rate:	<b>\$36.08</b>
Survey Crew (2 Person)			\$45.50	100.0%
			Blended Rate:	<b>\$45.50</b>
Graphic Designer				
			Blended Rate:	
Communications Coordinator				
			Blended Rate:	

<sup>1</sup> Input actual employee classification as designated by firm.

<sup>2</sup> Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

## Labor Cost by Task

Project Name: 96th & Brentwood Traffic Signal  
Project Number: \_\_\_\_\_  
Control Number: \_\_\_\_\_  
Location (City, County): La Vista, NE  
Firm Name: Olsson Associates  
Consultant Project Manager: Chris Rolling  
Phone/Email: (402) 341-1116 / [crolling@olssonassociates.com](mailto:crolling@olssonassociates.com)  
LPA Responsible Charge: John Kottmann  
Phone/Email: (402) 331-8927 / [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)  
Date: June 9, 2017

## Labor Rates

Labor Costs:		Hours	2015 Pay Rates	Amount
Code	Classification Title			
PM	Project Manager	42	\$60.00	\$2,520.00
SENV	Senior Environmental Scientist		\$44.75	
ENV	Environmental Scientist		\$24.00	
SPE	Senior Project Engineer	61	\$41.50	\$2,531.50
PE	Project Engineer	34	\$40.25	\$1,368.50
EI	Engineer Intern	91	\$28.75	\$2,616.25
SDES	Senior Designer/Technician		\$26.50	
DES	Designer/Technician	72	\$19.00	\$1,368.00
ADM	Administrative	4	\$20.00	\$80.00
GPE	Geotechnical Engineer		\$37.55	
SE	Structural Engineer		\$36.00	
WPE	Water Resources Engineer	5	\$40.25	\$201.25
RLS	Registered Land Surveyor	5	\$35.40	\$177.00
SVC	Survey Crew (2 Person)	13	\$48.25	\$627.25
GD	Graphic Designer	2	\$22.00	\$44.00
COM	Communications Coordinator		\$26.00	
WM/DD	Webmaster / Database Developer		\$33.00	
<b>TOTALS</b>		<b>329</b>		<b>\$11,533.75</b>

## CLASSIFICATIONS\*

<b>CLASSIFICATIONS :</b>					
PM	= Project Manager	EI	= Engineer Intern	WPE	= Water Resources Engineer
APM	= Assistant Project Manager	SDES	= Senior Designer/Technician	RLS	= Registered Land Surveyor
SENV	= Senior Environmental Scientist	DES	= Designer/Technician	SVC	= Survey Crew (2 Person)
ENV	= Environmental Scientist	ADM	= Administrative	GD	= Graphic Designer
SPE	= Senior Project Engineer	GPE	= Geotechnical Engineer	COM	= Communications Coordinator
PE	= Project Engineer	SE	= Structural Engineer	WM/DD	= Webmaster / Database Developer

## Direct Expenses

Project Name: 96th & Brentwood Traffic Signal  
Project Number: \_\_\_\_\_  
Control Number: \_\_\_\_\_  
Location (City, County): La Vista, NE  
Firm Name: Olsson Associates  
Consultant Project Manager: Chris Rolling  
Phone/Email: (402) 341-1116 / [crolling@olssonassociates.com](mailto:crolling@olssonassociates.com)  
LPA Responsible Charge: John Kottmann  
Phone/Email: (402) 331-8927 / [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)  
Date: June 9, 2017

Subconsultants	Quantity	Unit Cost	Amount
			<b>Subtotal</b>
<b>Printing and Reproduction:</b>			
50 sheets - 11"x17" half size plan sheets plotted 20 times @ \$0.50/sheet	200	\$0.50	\$100.00
300 black & white copies (8.5"x11") @ \$0.25/sheet	300	\$0.25	\$75.00
color copies (8.5"x11") @ \$0.50/sheet	100	\$0.50	\$50.00
color copies (11"x17") @ \$1.00/sheet	50	\$1.00	\$50.00
Display Boards (24"x36") @ \$15.00/board	2	\$15.00	\$30.00
color copies (11"x17") @ \$1.00/sheet	50	\$1.00	\$50.00
			<b>Subtotal</b>
			\$355.00
<b>Mileage/Travel:</b>			
Personal Vehicle Mileage			
4 trips to Project Site (20 mi/trip)	80	\$0.55	\$43.60
Survey Vehicle Mileage			
2 trips to Project Site (20 mi/trip)	40	\$0.75	\$30.00
			<b>Subtotal</b>
			\$73.60
<b>Other Miscellaneous Costs:</b>			
Miscellaneous Postage, Mailing, Deliveries Etc.	1		\$171.40
			<b>Subtotal</b>
			\$171.40
<b>TOTAL DIRECT EXPENSES</b>			\$600.00

# Project Cost

Project Name: 96th & Brentwood Traffic Signal  
 Project Number: \_\_\_\_\_  
 Control Number: \_\_\_\_\_  
 Location (City, County): La Vista, NE  
 Firm Name: Olsson Associates  
 Consultant Project Manager: Chris Rolling  
 Phone/Email: (402) 341-1116 / crolling@olssonassociates.com  
 LPA Responsible Charge: John Kottmann  
 Phone/Email: (402) 331-8927 / jkottmann@cityoflavista.org  
 Date: June 9, 2017

Direct Labor Costs:	Hours	Rate	Amount
<b>Personnel Classification</b>			
Project Manager	42	\$41.50	\$1,743.00
Senior Environmental Scientist		\$44.75	
Environmental Scientist		\$24.00	
Senior Project Engineer	61	\$41.50	\$2,531.50
Project Engineer	34	\$40.25	\$1,368.50
Engineer Intern	91	\$28.75	\$2,616.25
Senior Designer/Technician		\$26.50	
Designer/Technician	72	\$19.00	\$1,368.00
Administrative	4	\$20.00	\$80.00
Landscape Architect		\$37.55	
Structural Engineer		\$36.00	
Registered Land Surveyor	5	\$40.25	\$201.25
Survey Technician	5	\$35.40	\$177.00
Survey Crew (2 Person)	13	\$48.25	\$627.25
Graphic Designer	2	\$22.00	\$44.00
Communications Coordinator		\$26.00	
Webmaster / Database Developer		\$33.00	
<b>TOTALS</b>	<b>329</b>		<b>\$10,756.75</b>

Direct Expenses:	Amount
Subconsultants	\$355.00
Printing and Reproduction:	\$73.60
Mileage/Travel:	\$171.40
Other Miscellaneous Costs:	
<b>TOTALS</b>	<b>\$600.00</b>

Total Project Costs:	Amount
Direct Labor Costs	\$10,756.75
Overhead @ 176.960%	\$19,035.14
Total Labor Costs	\$29,791.89
Fixed Fee @ 12.00%	\$3,575.03
Direct Expenses	\$600.00
<b>PROJECT COST</b>	<b>\$33,966.92</b>

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 20, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (TRAFFIC IMPACT STUDY)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve Amendment No. 1 to the professional services agreement with Olsson Associates (OA), to provide additional traffic engineering services related to the multisport complex and other Southport area development in an amount not to exceed \$10,337.16

**FISCAL IMPACT**

The FY17 Capital Improvement Program provides funding for infrastructure improvements in the sod farm area.

**RECOMMENDATION**

Approval

**BACKGROUND**

On June 7, 2016, the City Council approved Resolution No.16-057 authorizing a professional services agreement with Olsson Associates to provide traffic engineering services related to the multisport complex and other development in the Southport area. Additional traffic engineering services are necessary to analyze existing and expected conditions for the revised multisport complex layout and to subsequent roadway network improvement recommendations in the vicinity. The services will include site characteristics, traffic volume scenarios, future capacity analysis, traffic signal warrant evaluation, recommendations for major event traffic management, and documentation of the study.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE ADDITIONAL TRAFFIC ENGINEERING SERVICES RELATED TO THE MULTISPORT COMPLEX AND SOUTHPORT AREA DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$10,337.16.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional engineering services related the multisport complex and Southport area are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number one to the professional services agreement with Olsson Associates to provide additional traffic engineering services; and

WHEREAS, The FY17 Capital Improvement Program provides funding for infrastructure improvements in the sod farm area; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number one to the professional services agreement with Olsson Associates to provide additional traffic engineering services related to the multisport complex and Southport area development in an amount not to exceed \$10,337.16.

PASSED AND APPROVED THIS 20TH DAY OF JUNE, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 20, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO LEASE EXCAVATOR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROCKY HENKEL STREET SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared authorizing the lease of one (1) 2016 Caterpillar 308E2 Excavator and one (1) Felling FT-30-2 LP Trailer from Nebraska Machinery Company, Omaha, Nebraska for an amount not to exceed \$3,075.62 per month for 36 months.

**FISCAL IMPACT**

The FY17/18 Sewer Fund budget provides funding for the purchase of one backhoe. The excavator will be purchased through a multi-year lease.

**RECOMMENDATION**

Approval

**BACKGROUND**

The excavator and trailer would be leased from current NJPA contract #032515-Cat. The lease includes 1-24" bucket, 1-36" bucket, 1-hydraulic hammer, 1-24" compaction wheel, and 1-hydraulic thumb. The excavator carries a 3-year/3000 hour extended warranty. Delivery time for the excavator is approximately 2 weeks from final approval. The excavator will be an addition to the existing backhoe. Currently, the existing backhoe is losing hydraulic power, the rollover protection system is rusting, and the hood and side covers are rusted, exposing the engine to outdoor elements. The condition of the existing backhoe presented an opportunity for the Public Works Department to assess our needs and to determine which piece of machinery allows the department to be more efficient and improve performance measures, as well as, expectations. A cross-divisional committee was established to determine which machinery would help the department meet those needs. Through an informative and detailed assessment process, it was determined the backhoe provided flexibility because of its mobility and the use of the bucket. However, the use of the backhoe means other already purchased pieces of equipment would sit idle, i.e. front end loader. The excavator would allow for operations to be more efficient for every day road repairs, minimize disruptions to traffic flow, minimize damage in residential neighborhoods, provide the opportunity to repair sewer lines at greater depths, and can still be used within each division of Public Works. During the 3 years the excavator is being leased, an evaluation and comparison process between the 2 pieces of equipment will occur. After the evaluation process is complete, the purchase of the backhoe or the excavator will be recommended for the 2019/2020 budget.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LEASE OF ONE (1) 2016 CATERPILLAR 308E2 EXCAVATOR AND ONE (1) FELLING FT-20-2 LP TRAILER FROM NEBRASKA MACHINERY COMPANY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$3,075.62 PER MONTH FOR 36 MONTHS.

WHEREAS, the City Council of the City of La Vista has determined that the lease/purchase of an excavator Public Works is necessary, and

WHEREAS, the FY17/18 Sewer Fund Budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the lease of one (1) 2016 Caterpillar 308E2 Excavator and one (1) Felling FT-30-2 LP Trailer from Nebraska Machinery Company, Omaha, Nebraska for an amount not to exceed \$3,075.62 per month for 36 months.

PASSED AND APPROVED THIS 20TH DAY OF JUNE, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



# QUOTATION

11002 Sapp Bros Dr  
Omaha, NE 68138  
(800) 628-6025

QUOTATION DATE 06/05/2017  
VALID UNTIL 05/13/2017  
QUOTATION ID QTO024499-2

**Quoted To:**

City Of Lavista  
8116 Park View Blvd  
La Vista, NE 68128  
USA

**Ship To:**

City Of Lavista  
8116 Park View Blvd  
La Vista, NE 68128  
USA

Customer Account	Order Account	Customer Name	Order Description	Delivery Status	Page
3767500	3767500				1 of 3
Jim L Fischer	+14028917636	JimFischer@nmccat.com			

**Item Information**

**Machine Model:** 308E2      **Make:** Caterpillar

**Machine Model:** 4570158\_WT\_HAMR      **Make:** Caterpillar

**Machine Model:** FT-30\_FE      **Make:** Felling

**Equipment ID:** EQN041536 **Year:** 2016 **Serial Number:** 5FTFE3423G1004157

**Machine Specification**

**Model:** 308E2

**Description**

308E2 HEXMN DCA2  
LANE 1 ORDER  
SERIALIZED TECHNICAL MEDIA KIT  
SHIPPING/STORAGE PROTECTION  
PACK, DOMESTIC TRUCK  
THUMB HYD, COUPLER HYDRAULIC  
BUCKET-HD, 24" 0.30 YD3  
BUCKET-HD, 36" 0.51 YD3  
PINS, BUCKET  
PINS, BUCKET

**Machine Specification**

**Model:** 4570158\_WT\_HAMR

**Description**

H80E S HAMMER  
TOOL, MOIL H80E  
MOUNTING BRACKET  
LINES, CONNECTOR

CONTINUED



# QUOTATION

2 of 3

11002 Sapp Bros Dr  
Omaha, NE 68138  
(800) 628-6025

**QUOTATION DATE** 06/05/2017  
**VALID UNTIL** 05/13/2017  
**QUOTATION ID** QTO024499-2

**Model:** FT-30\_FE

## Machine Specification

### Description

Trailer

FT-30-2-LP Deck Over

Self Cleaning 5"x 3" Angle Iron Beavertail, Double Incline

6' x 20" Self Cleaning 5" x 3" Angle Iron, Spring Assist

33" Loaded, 35" Unloaded

102" OD

D-Rings, 1" Straight

Electric, Dexter FSA (Fwd Self Adj) on all Axles

49" Spread (Spring), 9700 Hatch

215/75R 17.5H 8 Bolt (17.5 x 6.75) Hub Pilot (Hercules)

Center of Coupler to Headboard, 3" Adj Lunette Eye/Pintle 66000lbs

140000lb Twin 2 Speed (39,000 lb lift capacity)

7 Pole RV

LEDLights (Peterson), Sealed Wiring Harness (Sealco)

1/2" Safety Chains, Grade 70

2 Steps, 1 on Standard Hitch and 1 in front of Axles on Roadside

Document Holder and Toolbox with Lockable Cover

<b>Sell Price of 308E2</b>	136,500.00
<b>Extended Warranty</b>	Included
<b>Sell Price of FT-30_FE</b>	17,000.00
<b>Document Fee</b>	0.00
<b>Net Balance Due</b>	153,500.00
<b>Sales Tax</b>	0.00
<b>After Tax Balance</b>	153,500.00

### Warranty

**Extended Warranty:** 3Yr/ 3000Hr Premier

CONTINUED



11002 Sapp Bros Dr  
Omaha, NE 68138  
(800) 628-6025

# QUOTATION

3 of 3

**QUOTATION DATE** 06/05/2017  
**VALID UNTIL** 05/13/2017  
**QUOTATION ID** QTO024499-2

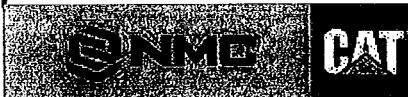
## Notes

Includes 24" Compaction Wheel

DCA2 Includes:

397-7005 308E2 HYDRAULIC EXCAVATOR  
415-5033 BELT, SEAT, 76MM(3") RETRACTABLE  
397-7130 CONTROL PATTERN CHANGER  
415-4380 ENGINE, EPA TIER 4 FINAL, EU STAGE 3B  
397-7088 LINES, BOOM  
397-7065 LINES, STICK  
382-1602 PLUGS, MIRROR MOUNT  
398-6354 ALARM, TRAVEL  
415-5082 STICK PKG, LONG W/BKT LINKAGE  
397-7033 HYDRAULICS, AUX.,QC,(L-STK)  
415-5183 TRACK, 450MM(17.7") TG W/ RUBBER PAD  
382-8819 BLADE, 2311MM(91") BOLT-ON EDGE  
321-6598 GUARD, SWIVEL  
415-2556 HEATER, JACKET WATER  
367-0948 COUNTERWEIGHT, STANDARD  
380-1983 TANK, FUEL  
382-8757 DRAIN, ECOLOGY  
415-5040 RADIO, AM/FM  
367-0947 COUNTERWEIGHT, EXTRA  
512-5613 LIGHTS, STANDARD  
507-2635 PRODUCT LINK, CELLULAR, PL240

CAT CONTRACT#: 032515-CAT



Jim Fischer

[jimfischer@nmccat.com](mailto:jimfischer@nmccat.com)

Reference #	Description	Cat List Price	NJPA Discount	NJPA Pricing
5156832	308E2 HEXMN DCA2	\$ 140,350	24%	\$ 106,666
OP2266	SHIPPING/STORAGE PROTECTION	\$ 200	24%	\$ 152
4282145	THUMB HYD, COUPLER HYDRAULIC	\$ 9,615	24%	\$ 7,307
2955952	BUCKET-HD, 24" 0.30 YD3	\$ 2,118	24%	\$ 1,610
2955954	BUCKET-HD, 36" 0.51 YD3	\$ 2,582	24%	\$ 1,962
3080324	PINS, BUCKET	\$ 197	24%	\$ 150
3080324	PINS, BUCKET	\$ 197	24%	\$ 150
4570158	H80E S HAMMER	\$ 19,788	24%	\$ 15,039
5110250	TOOL, MOIL H80E	\$ 425	24%	\$ 323
3942330	MOUNTING BRACKET	\$ 1,044	24%	\$ 793
3972420	LINES, CONNECTOR	\$ 469	24%	\$ 356
	NJPA Pricing			\$ 134,510
	Warranty 3Yr/ 3000Hr Premier			\$ 2,690
	24" Compaction Wheel			\$ 4,800
	2016 Felling FT-30-2-LP-Trailer			\$ 17,000
	<b>Total Sale Price</b>			<b>\$ 159,000</b>
	Less Additional NMC Discount			\$ (5,500)
	<b>NJPA Grand Total</b>			<b>\$ 153,500</b>

**Caterpillar Financial Services Corporation**

**Finance Proposal**

**C U S T O M E R**

Name: CITY OF LAVISTA - 308E2 - 36M GOVT CVO

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:  
 Acknowledged by ..... Jun-17-17  
 Funded by ..... Jun-17-17

**D E A L E R**

NEBRASKA MACHINERY COMPANY  
 Sales person ..... JIM FISCHER  
 Dealer contact ..... BILL HARLEY  
 Telephone ..... 402-891-7620

Quote number ..... 543-0117  
 Fax number .....  
 Quote date ..... 06/05/2017  
 Quote time ..... 8:22:41

**F I N A N C E P R O P O S A L**

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... CAT VALUE OPTION  
 Number of payments ..... 36 Monthly  
 Payments ..... in Arrears

Purchase option ..... Stated option  
 Equipment ..... Construction  
 Quoted by ..... OwensK  
 Report created by ..... OwensK

	Model	ADR Code	Ann. Hours	Qty	Amount Financed	Payment	Purchase Option
New	308E2CRSB	15.00	500	1	136,750.00	2,693.39	58,695.00
USED	FT-30-2-LP	15.00	500	1	17,000.00	382.23	5,355.00
				2	153,750.00	3,075.62	64,050.00

Special Conditions:

**308E2CRSB**

Model Year - 2017, High Impact Environment; Major Attachments-Steel Tracks, Cab, Air Conditioning; Blades/Buckets/Rippers-General Purpose Bucket, Quick Coupler, Thumb Hydraulic

**FT-30-2-LP**

Serial Number - 5FTFE3423G1004157, Model Year - 2016, Standard Environment; Major Attachments-Tires; Other Blades/Buckets/Rippers-NONE

		Payment	
		Insurance	w/Insurance
New	308E2CRSB	194.16	2,887.55
USED	FT-30-2-LP	17.51	399.74
		211.67	3,287.29

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

**C O N D I T I O N S**

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amounts. Under the CAT Master Tax Lease and CAT Long Term Rental Agreement, a lessee is required to indemnify the lessor for loss of tax benefits.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a

**Caterpillar Financial Services Corporation**

**Finance Proposal**

transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation  
2120 West End Avenue, Nashville, TN 37203  
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

---

Caterpillar Financial Services Corporation

---

CITY OF LAVISTA - 308E2 - 36M GOVT CVO      Date



FELLING TRAILERS, INC.

1525 Main Street South, Sauk Centre, MN 563

Phone: 800-245-2809; FAX: 320-352-5230

Product Sheet

4500-A

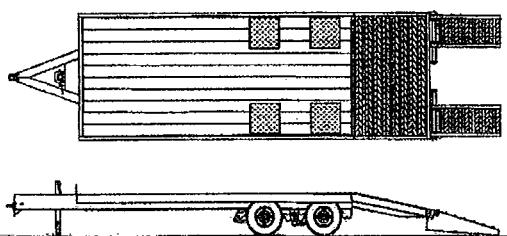
www.felling.com

FT-30-2 LP

Deckover Tags Low Pro

GVWR LBS:	GAWR LBS:	WEIGHT LBS:	CAPACITY LBS:
37,300	30,000	7,300	30,000

- Engineered, Cambered, Fabricated, 14" Main Beams
- 4" pierced High Tensile Jr I-Beam crossmembers 16" o center
- 7" channel side rails, flat side out
- Tread Plate covered wheels
- \* NOTE: Dealer must add 12% FET on retail price. Tax is to be calculated & remitted by dealer.



• Shown with optional Upright Air Ramps,  
140,000 Twin 2-speed Jacks and paint.

Standard & Other Options	Description	Std. Option	Std. Qty.	Unit
Deck Length	Main Deck Length (Pierced Frame)	X	20.00	Feet
Beavertail	Self Cleaning 5" x 3" Angle Iron Beavertail	X	5.00	Feet
Deck Type	White Oak 2" Nom	X	1.00	Std
Ramps; Rear	5' x 20" Self Cleaning 5" X 3" Angle Iron Spring Assist	X	1.00	Pair
Appx Deck Height	33" Loaded, 35" Unloaded	X	1.00	Inches
Width	102" OD	X	1.00	Inches
Tie Downs	D-Rings, 1" ** Straight **	X	8.00	Each
Brakes	Electric, Dexter FSA (Fwd Self Adj) On All Axles	X	1.00	Std
Axles	15K Dexter Oil Bath	X	2.00	Axes
Suspension	49" Spread (Spring), 9700 Hatch	X	1.00	Std
Tires & Wheels	215/75R 17.5 H, 8 Bolt [17.5 x 6.75] Hub Pilot (Hercules)	X	8.00	Std
Hitch Length	Center of Coupler to Headboard, Appx	X	5.30	Feet
Hitch Type	3" Adjustable Lunette Eye/Pintle, [C] 66,000 lb	X	1.00	Std
Jack	25K 2-Speed Drop Leg	X	1.00	Std
Plug	7 Pole RV	X	1.00	Std
Lights	LED Lights (Peterson), Sealed Wiring Harness (Sealco)	X	1.00	Std
Trailer Color	Black # 16847KXX	X	1.00	Std
Stripe Color	White	X	1.00	Std
Standard	1/2" Safety Chains, Grade 70	X	1.00	Std
Standard	2 Steps, 1 on the Standard Hitch and 1 in front of Axles on Roadside	X	2.00	Std
Standard	Document Holder	X	1.00	Std
Standard	Tool Box, with Lockable Cover	X	1.00	Std

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 20, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DISCUSSION – VACANT BUILDING REGISTRATION CODE	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

#### **SYNOPSIS**

At the May 16, 2017 City Council Meeting, the City Council requested information regarding vacant building registration codes.

#### **FISCAL IMPACT**

N/A.

#### **RECOMMENDATION**

Provide general direction regarding the potential of drafting a Vacant Building registration code.

#### **BACKGROUND**

Over the years, there have been several properties which were damaged by fire or collision which became neglected and therefore a concern to neighbors and the Mayor and Council. After researching issues associated with vacant structures, staff has identified example building registration codes which are intended to address this problem. The following is a synopsis of this information.

#### **Vacant Building Registration Codes**

##### **Purposes for ordinances**

- To ensure owners of vacant properties are known to the city and can be reached if necessary.
- To ensure owners of vacant properties are aware of obligations under relevant codes.
- To ensure owners meet minimum standards of maintenance of vacant properties.

##### **Include the following elements**

- Clear definition of which properties and which parties must register.
- Registration requirements and procedures.
- Fee structure.
- Penalties for failing to register.

##### **Example Cities and Ordinances**

- Lincoln, Nebraska (see attachments):
  - Applies only to buildings that are determined to be neglected.
  - Notice to repair the property within 30 days or register and pay the resulting fees.

- Wilmington, Delaware: (**see attachments**):
  - Adopted a graduated fee; fee goes up the longer the property remains vacant.
- San Diego, California: (**see attachments**):
  - Requires owner to file a statement of intent, including a plan and timeline for occupancy, rehabilitation, or demolition.
  - Failure to carry out the plan can result in significant penalties.

The examples noted above appeared to be relevant to the issues in this community however there are many other examples if not. Following the discussion regarding options for such a code, Council may provide direction for staff to prepare a draft ordinance.



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## Tool 1: Vacant Property Registration Ordinances (VPROs)

The purposes of a vacant property registration ordinance (VPRO) are threefold:

- To ensure that owners of vacant properties are known to the city and other interested parties and can be reached if necessary;
- To ensure that owners of vacant properties are aware of the obligations of ownership under relevant codes and regulations; and
- To ensure that owners meet minimum standards of maintenance of vacant properties.

In addition, the fee structure established in the ordinance may serve additional purposes, including covering costs incurred by the municipality to deal with vacant properties, and under some circumstances, motivating owners to restore and reuse vacant properties.

A vacant property registration ordinance should include the following elements:

- A clear definition of which properties and which parties must register;
- The registration requirements and procedures, including the information required of the owner or lienholder;
- The fee structure;
- The obligations of the owner, with respect to maintaining the property; and
- The penalties for failing to register in timely fashion.

► [Go to Tool 2 for a discussion of the effect of different fee structures on owner behavior](#)

Using the information from registration forms, the city should create a vacant property registry. The registry should be accessible on line, and should provide a means by which individuals can report unregistered vacant properties to the city.

Hundreds of cities, counties and towns in the United States have enacted VPROs.

► [Go to a directory of ordinances, with links to the individual ordinances](#)

► [Go to Tool 2: Motivating Owners to Use Properties](#)



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## Tool 2: Motivating Owners to Reuse Properties

While the purpose of a vacant property registration ordinance is to enable the city to track property owners, and to encourage minimum standards of maintenance for vacant properties, a city may want to craft a strategy – either within the VPRO or separately – to more actively encourage owners to restore their properties to productive use. This can be done through fee and tax structures or by creating the threat of public action. **These strategies rarely work except where it makes economic sense for the owner to restore the property.**

### Fee structures

Cities may set high fees in their VPROs in order to motivate owners to rehabilitate their properties. Vacant property registration fees in California, for example, range from \$0 to over \$600. The effect of the fee can be enhanced by (1) waiving or deferring the fee for buildings scheduled for rehabilitation; and/or (2) rebating fees paid for the year (or two years) when a vacant building is restored and put back to use. Some cities have set graduated fee schedules: with every year that the building remains vacant and must be re-registered, the fee goes up. This practice was initiated in Wilmington, Delaware.

In addition to making sure that a fee can be legally justified on the basis of the city's costs, cities should evaluate the potential consequences of a high or escalating fee. Under adverse economic conditions, high fees could lead some owners who are paying taxes and at least minimally maintaining their properties to abandon them. Under these circumstances, the municipality should be willing to take responsibility for these properties.

A variation on this approach, where permitted by law, is to establish differential property tax rates for vacant properties. The District of Columbia taxes occupied residential property at \$0.85 per \$100 value, but vacant properties at \$5 per \$100 and blighted property at \$10 per \$100. They are part of a larger strategy, which includes exemptions from the higher rates under certain circumstances. These punitive tax rates may be effective in many parts of Washington DC, where the housing market is fairly healthy. In weaker market cities, however, they risk increasing tax delinquency rather than motivating property improvement.

### Administrative action

Many owners would rather improve their properties themselves, rather than risk having the city or a non-profit do it and bill them for the cost, or risk losing the property. Under New Jersey law, cities can create **abandoned property lists**. Once they have done so, the law permits the city to take properties on the list through spot blight eminent domain, a powerful and speedy procedure under New Jersey law. In Newark, where they have used this process, they find that roughly one-third of all of the owners of vacant, abandoned properties rehabilitate them and put them back into use rather than risk having the city take the property.

When Baltimore initiated a concentrated vacant property receivership program in the Patterson Park neighborhood, they found that roughly half of the owners voluntarily improved their properties, in order to avoid the possibility of a receiver being appointed by the court for that purpose.

► [Go to tool 3: Vacant Property Receivership for more information](#)

The City of San Diego requires the owners of vacant, boarded structures to file a Statement of Intent with the city, including "a plan and time line for the lawful occupancy, rehabilitation or demolition of the boarded structure." Failure to carry out the terms of the statement of intent can result in significant financial penalties.

► [Go to Tool 3: Vacant Property Receivership](#)

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Lincoln, Nebraska



New ordinance address problem properties

## New ordinance address problem properties

Posted: Jun 19, 2014 9:29 PM CDT  
Updated: Jun 27, 2014 4:46 PM CDT

Posted By: Jenn Hatcher  
[jhatcher@klkntv.com](mailto:jhatcher@klkntv.com)

Mayor Chris Beutler today said passage of a new ordinance to address vacant, neglected residential buildings will continue the City's work to improve all neighborhoods. The proposed ordinance adds a registration requirement, fees and penalties to the process for dealing with problem properties.

This new ordinance will have its first reading at the City Council meeting Monday, July 14, and the public hearing is scheduled for Monday, July 21. The Mayor said it builds on successful ordinances previously adopted to address problem properties. Since 2009, the City has increased the fines for offenses, adopted the International Property Maintenance Code and created a process of performance-based inspections.

"Working with neighborhood associations, homeowners, Realtors and landlords, we have created new tools that protect property values and maintain our high quality of life," Beutler said. "The new processes have led to a vast majority of problem properties being repaired and maintained. But we have identified a need for stronger enforcement language to deal with a small pool of properties that continues to have a substantial negative impact on surrounding residents. These properties fail multiple inspections, have substantial deterioration, are repeatedly unsecured, are boarded up for over 90 days or are uninhabitable for more than two years."

Jon Carlson, manager of the City's Stronger, Safer Neighborhoods Association, said the number of properties in that category fluctuates from 50 to 100, and many have been sent to the Problem Resolution Team (PRT) multiple times. The PRT is a group of City and County agencies that deal with properties that have violations across multiple departments.

"As Co-Chair of the PRT, I've seen that the best solution for vacant neglected properties is often demolition or a change of ownership," said City Council member Doug Emery. "This new ordinance can help get these properties into the hands of new owners who will improve and maintain them or create a lot for a new home."

"A single vacant neglected property can really bring down an entire block by decreasing safety and property values," said Shawn Ryba with NeighborWorks Lincoln. "It's not just the next door neighbors who suffer. Realtors working to sell a home or landlords trying to rent an apartment also find their businesses severely impacted."

- more -

### Problem Properties

June 19, 2014

Page Two

Ryba said addressing problem properties has been a top priority of the Lincoln Policy Network (LPN), a group of neighborhood residents, business and residential property owners, Realtors and non-profits. The LPN was formed to identify community issues, formulate solutions and implement plans to change City, County or State policies through new

legislation or the modification of existing laws or ordinances.

The proposed ordinance includes these provisions:

- The City Building and Safety Department can declare a vacant residential building as neglected when it crosses a series of violation thresholds, and the owner fails to respond.
- Once the property is declared neglected, the owner must register the building and pay a \$500 registration fee for each 90-day period the property remains neglected. Registration requires the listing of a registered agent and a timeline for improving, selling or demolishing the building.
- Owners who fail to register face a \$500 civil penalty. The penalty is imposed each 90-day period that the property remains unregistered or the fees unpaid.
- If an owner fails to register, the City can register the building and place a lien on the property for the cost of registration fees and civil penalties.
- If the liens build up and are unpaid without improvements to the property, the City could foreclose against the property and sell the property to a new owner who could demolish or repair the building.

"We will continue to work toward finding solutions that put the financial burden on those creating the problem," Beutler concluded. "Our message is clear: repair or remove these neglected buildings. If you cannot, then sell them so the private market can get them into the hands of owners who will."

A copy of the proposed ordinance is available at [lincoln.ne.gov](http://lincoln.ne.gov) (keyword: safer).

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**From:** John F. Boies [mailto:[jboies@lincoln.ne.gov](mailto:jboies@lincoln.ne.gov)]  
**Sent:** Wednesday, December 16, 2015 5:14 PM  
**Subject:** RE: Vacant Property Registration Lincoln, NE

The Neglected Building Registry that was recently passed by the City Council of Lincoln, NE is unique in a few ways. This is not the typical vacant building registry that requires all or even a class of buildings to be registered because they are vacant. This ordinance requires that the building be determined by the City to be neglected (after it meets the definitions) and then the owner is sent a notice. The notice allows the owner to either repair the property within 30 days or register it and pay the resulting fees for the registration. With this type of requirement, we do not make the registration available to anyone except the owner who has had their property declared neglected.

I hope that helps makes it clear to you why the registration form is not provided to banks, property management companies, or others who deal with properties that are vacant but have not been declared to be neglected. Our office would be repeatedly contacting individuals on improperly registered property.

Sincerely,

John Boies  
Chief Housing Inspector  
Building and Safety Department  
Office (402)-441-6429  
Fax(402)-441-8214

## Chapter 21.09

### REGISTRATION OF NEGLECTED BUILDINGS

#### Sections:

- 21.09.010      Purpose.**
- 21.09.020      Public Nuisance.**
- 21.09.030      Director of Building and Safety Responsible for Enforcement.**
- 21.09.040      Violation Not Exclusive.**
- 21.09.050      Inspection of Property.**
- 21.09.060      Definitions.**
- 21.09.070      Duty to Register Neglected Building.**
- 21.09.080      Registration Fee.**
- 21.09.090      Resident Agent.**
- 21.09.100      Registration Penalty; Lien on Property; Assessment Process.**
- 21.09.110      Procedures for Registration; Notice; Penalty.**
- 21.09.120      Reinspection.**
- 21.09.130      Removal from Registration List.**
- 21.09.140      Registration Non-transferable.**
- 21.09.150      Appeals to Housing Advisory and Appeals Board.**
- 21.09.160      Failure to Reimburse Registration Fees or Pay Civil Penalties.**
- 21.09.165      Collection and Distribution of Fees and Penalties.**
- 21.09.170      Criminal Violations; Penalties.**

#### **21.09.010      Purpose.**

Vacant and neglected buildings are the single biggest source of urban blight in both residential and non-residential neighborhoods. Owners who fail to maintain their properties create eyesores that lead to increased crime, declining property values, and the disappearance of legal and legitimate commercial activity in the area. It is the responsibility of property owners to prevent buildings from becoming a burden to the neighborhood and community and a threat to the public health, safety, and welfare.

Such buildings constitute a nuisance. The establishment and enforcement of a registration system to monitor such buildings and to develop a means to decrease the number of neglected buildings within the city is necessary to adequately protect the public health, safety, and welfare of the citizens of Lincoln. (Ord. 20058 §1; August 11, 2014).

#### **21.09.020      Public Nuisance.**

Neglected buildings shall constitute a public nuisance. (Ord. 20058 §2; August 11, 2014).

#### **21.09.030      Director of Building and Safety Responsible for Enforcement.**

The Director of the Department of Building and Safety or his or her designees are designated to administer and enforce this chapter. (Ord. 20058 §3; August 11, 2014).

#### **21.09.040      Violation Not Exclusive.**

Violations of this chapter are in addition to any other violations enumerated within the ordinances of the Lincoln Municipal Code. This chapter in no way limits the penalties, actions, or abatement procedures which may be taken by the City for a violation of this chapter which is also a violation of any other ordinance of the City of Lincoln or statute of the State of Nebraska. (Ord. 20058 §4; August 11, 2014).

#### **21.09.050      Inspection of Property.**

(a) All personnel of the City authorized to enforce this chapter are hereby authorized and directed to make complaint-initiated inspections to determine the condition of property located within the city or within three miles of the corporate limits of the city and outside of any other organized city or village, in order that he or she may perform his/her duty of safeguarding the welfare and safety of the general public and in order that he/she may ascertain that property as set forth in this title is maintained as required herein.

(b) Any officer or employee of the City charged with the enforcement of this title shall not, in the discharge of his/her duties, thereby render himself/herself liable personally. Any suit brought against an officer or employee of the City because of such act performed by him or her in the enforcement of any of the provisions of this title shall be defended by the City Law Department until the final termination of the proceedings therein. (Ord. 20058 §5; August 11, 2014).

#### **21.09.060      Definitions.**

For purposes of this chapter, the following definitions shall apply:

**Boarded up** shall mean that some or all of the building's doors or windows have been covered with plywood, wood, or metal sheeting, paneling, or other similar materials, for the purpose of preventing entry into the building by persons, animals, or the elements of weather.

**Building** shall mean a building, accessory structure, or other structure used or intended to support permanent or continuous occupancy or use for residential purposes.

**Building and Safety** shall mean the Department of Building and Safety for the City of Lincoln, Nebraska.

**City** shall mean the City of Lincoln, Nebraska.

**Deterioration** shall mean to weaken, disintegrate, corrode, rust or decay, and lose effectiveness. The lowering in quality of the condition or appearance of a building, structure or parts thereof characterized by holes, breaks, rot, crumbling, peeling, rusting, or any other evidence of physical decay or neglect or excessive use or lack of maintenance over a substantial or widespread area as opposed to a limited or concentrated area.

**Director** shall mean the Director of the Department of Building and Safety or his or her designee.

**Dwelling** shall mean any building or structure that contains one or more dwelling units used, intended or designed to be built, used, rented, leased, let, or hired out to be occupied for living purposes. This includes, but is not limited to, single family houses, duplexes, and other similar buildings or structures.

**Dwelling unit** shall mean a single unit, with one or more rooms, providing complete independent living facilities for one or more persons, including, but not limited to, permanent living, sleeping, eating, cooking, bathing, showering, toilet, and other sanitation facilities.

**LMC** shall mean the Lincoln Municipal Code, including, but not limited to, all related building, construction, fire, plumbing, electrical, mechanical, and property maintenance codes.

**Neglected building** shall mean an unoccupied dwelling wherein one or more of the following events have occurred:

- (a) Within the last six months, the property is the subject of two or more notices of violation of the provisions of Chapters 5.38, 8.22, 8.26, 8.46, or 21.05 of the LMC;
- (b) The dwelling is repeatedly unsecured for 30 days or more;
- (c) The dwelling has sustained significant fire, wind, or water damage and is uninhabitable and no visible signs of consistent efforts to repair, rehabilitate, demolish, or remove the building are evident within 90 days after the occurrence resulting in the damage described herein;
- (d) The dwelling has been declared a nuisance pursuant to Neb. Rev. Stat. §18-1722 or LMC Chapter 8.26;
- (e) The dwelling has been boarded up for a period of more than ninety (90) days;
- (f) The dwelling has been declared and placarded by Building and Safety as an unsafe structure pursuant to LMC Sections 21.05.160 or 21.05.190 for more than two years;
- (g) The dwelling has sustained substantial deterioration due to lack of maintenance and the owner has failed to comply with a previous notice to correct a violation of the LMC;
- (h) The owner has failed to appear and a warrant has been issued in the County Court of Lancaster County, Nebraska for a violation of Chapters 5.38, 8.22, 8.26, or 21.05 of the LMC regarding an unoccupied building or structure with violations in said chapters;
- (i) The owner has refused to accept service of notices of violations of Chapters 5.38, 8.22, 8.26, or 21.05 of the LMC, when proper service has been attempted.

A vacant dwelling shall not be deemed neglected if such dwelling is compliant with the LMC, except that water, electric, or other utilities have been disconnected at the request of the owner.

**Occupancy** shall mean the purpose for which a building or portion thereof is utilized or occupied.

**Owner** shall mean any person who is a holder of any legal or equitable interest in the premises, and alone or jointly or severally with others:

- (a) Has record legal title to any dwelling or dwelling unit with or without accompanying actual possession thereof; or
- (b) Has charge, care or control of any dwelling or dwelling unit and has an interest in a structure, or as personal representative, trustee, or guardian of the estate of the owner. This shall not include resident agents.

**Person**, as used in this chapter, shall mean any individual, firm, association, corporation, company, syndicate, partnership, or other legal entity, or a natural person.

**Premises** shall mean a lot, plot, or parcel of land including the neglected building located thereon.

**Resident agent** shall mean a person residing within Lancaster County, Nebraska, or a company or agency with a manager or agent who resides in Lancaster County, Nebraska, who is authorized to conduct transactions, lease property, collect rents, make or order repairs, order or oversee service to dwellings and dwelling units, or receive notices on behalf of the owner.

**Unoccupied building** shall mean a building that is unattended and is not actively used as a dwelling.

**Unsecured** shall mean that access to the building may be obtained through open, unlocked, broken, or missing doors or windows of such building in such a manner that access may be gained with little or no damage to any portion of the building. (Ord. 20058 §6; August 11, 2014).

**21.09.070      Duty to Register Neglected Building.**

(a) The owner of a neglected building shall be required, after written notification from Building and Safety, to register such neglected building with Building and Safety within thirty days of the date of the notice from Building and Safety. Written notification sent pursuant to Section 21.09.110(c) shall be deemed good service. If the owner is a non-resident of Lancaster County, Nebraska, such notice shall be sent by regular first class U. S. mail to the last known address of the owner and shall be deemed good service upon deposit with the United States Postal Service. Service on a resident agent shall be deemed good service on the owner.

(b) The registration shall include the following information:

(1) The correct legal description and address of the premises;  
(2) The names, addresses, telephone numbers, and email addresses of the owner or owners;

(3) The names, addresses, and telephone numbers of all known lienholders and all other parties with a legal or equitable interest in the building;

(4) The name, address, telephone number, and email address of the resident agent designated to act on behalf of the owner, except if the owner will be the resident agent;

(5) The period of time the building is reasonably expected to remain unoccupied under the circumstances;

(6) A plan and timetable to bring the building into compliance with Chapters 5.38, 8.22, 8.26, 8.46, or 21.05 of the LMC. Building plans are not necessary for the registration; and

(7) If the owner does not intend to sell, repair, or rehabilitate the building(s), then the owner shall provide a plan for removal or demolition of all buildings and structures, including a reasonable timeline for completion.

(c) A neglected building shall not be deemed registered until all requirements of registration have been satisfied to a reasonable degree as determined by the Director. The Director shall have the authority to deny a registration for the following reasons:

(1) The information supplied by the owner is incomplete, false, fictitious, or inaccurate;  
(2) The timetable for bringing the building into compliance is unreasonably long;  
(3) The plan for repairs and bringing the building(s) into compliance does not address or correct the violations or deficiencies identified by Building and Safety;

(4) More than two years have passed since the first notice of registration has been served or delivered to the owner or resident agent.

(d) In the event a registration is denied, the Director shall refer the matter to the City Attorney for consideration of further action. The City Attorney may take any reasonable action necessary to enforce this chapter.

(e) In addition to any other remedy permitted in this chapter, in the event an owner fails to timely register a neglected building as required herein, the City may register the building and the registration fees, all penalties, and other consequences that may or shall apply to the owner of the premises due to the owner's failure to register shall be equally enforceable when the building is registered by the City. In the event the City registers a neglected building, such registration shall only require the information set forth in subsections 21.09.070(b)(1), (b)(2) and (b)(3) herein. Notice of such registration by the City shall be sent to the owner and resident agent in the same manner as set forth in Section 21.09.110.

(f) A copy of the notice under Section 21.09.070(a) shall be recorded by the Director in the records of the Register of Deeds for Lancaster County, Nebraska and indexed against the premises.

(g) The owner of any dwelling that has been placarded as an unsafe structure for 21 months or more as of the date of passage of this section shall have 90 days from said date of passage to correct violations and otherwise bring the building(s) into compliance with the LMC.

(h) The Director shall maintain a registration list identifying all properties currently registered with Building and Safety and describing all actions taken with respect to each registered building.

(i) Each registration shall expire at the end of 90 days unless removed from the registration list. If the building has not been removed from the registration list at the expiration of a registration herein, the owner or City shall re-register the building pursuant to this section. (Ord. 20058 §7; August 11, 2014).

#### **21.09.080 Registration Fee.**

A registration fee of \$500.00 per neglected building shall be collected, at the time of registration, by Building and Safety. In the event the City registers or re-registers a neglected building, the registration fee shall be paid by the City and shall be a cost for which owner is liable and shall become a lien on the premises as set forth in Section 21.09.100. Accrual of reimbursable registration fees shall be separate from and in addition to any civil penalties permitted in this chapter. The process for accounting for expenses and assessing a lien shall be pursuant to Section 21.05.100. Once registered, a new fee of \$500.00 shall be due and payable for each additional 90-day period thereafter, or portion thereof, as though registered for the first time, until the building is removed from the list or such fee is reduced or waived by the Director. Fees for each additional 90-day period shall become a lien on the premises as set forth in Section 21.09.100. (Ord. 20058 §8; August 11, 2014).

#### **21.09.090 Resident Agent.**

(a) The owner of any neglected building which is subject to the registration requirements of Section 21.09.070 shall designate a resident agent for the building. Any owner who lives within Lancaster County, Nebraska may designate himself or herself as the resident agent.

(b) The owner of a neglected building who lives outside of Lancaster County shall name a resident agent who lives within or whose place of business is within Lancaster County, Nebraska.

(c) The designation of resident agent shall constitute an authorization by the owner for the resident agent to act on behalf of the owner with regard to all requirements under this chapter to accept all notices, including all notices pursuant to the LMC, all notices of proposed abatements and all court orders, compliance orders, and administrative orders. Except as described herein, the owner shall be solely responsible for the actions or inactions of the resident agent and may incur criminal and/or civil liability for such actions or inactions of the resident agent. The resident agent shall be responsible for and may incur criminal and/or civil liability to the City pursuant to this chapter only in the event of knowingly providing false or inaccurate information to the City in applications, plans, or other documents provided to the City under this chapter.

(d) The owner's designation of a resident agent shall not relieve the owner of any obligation to comply with the provisions of this chapter or any other provisions of the LMC or laws of the State of Nebraska.

(e) Notices required by this section sent pursuant to Section 21.09.110(c) shall be deemed good service. (Ord. 20058 §9; August 11, 2014).

**21.09.100 Registration Penalty; Lien on Property; Assessment Process.**

(a) In addition to reimbursing the City for all registration fees paid by the City, any owner who fails to timely register a neglected building, as required by this chapter, shall be liable for a civil penalty not to exceed \$500.00 as determined by the Director.

(b) Each civil penalty herein shall automatically renew for an additional 90 days unless the neglected building is removed from the registration list as set forth in this chapter with new fees assessed as set forth in Section 21.09.080.

(c) If a building continues to meet the definition of a neglected building for a period of more than 90 calendar days after notice is given, or has been registered, and the owner fails or refuses to register or re-register the neglected building after the initial registration expires, or if the City has not been reimbursed for any portion of registration fees paid by the City, or an assessed civil penalty is not paid, the Director may continue to assess a penalty not to exceed \$500.00 for each 90- calendar-day period, or portion thereof, the neglected building continues to be unregistered or the registration fees or civil penalties are not paid. At no time shall the amount of unreimbursed registration fees, civil penalties, and assessments exceed \$4,000.00 per building in a calendar year, but shall be cumulative in following years. The Director may reduce, waive, or stay the imposition of a civil penalty herein for good cause shown by the owner in efforts to comply with this section or an approved plan.

(d) All registration fee reimbursements and civil penalties assessed shall be payable directly to Building and Safety.

(e) The owner of the property at the time any notice under Section 21.09.070 is issued shall be personally liable for all unreimbursed registration fees and unpaid civil penalties and any unreimbursed fees and penalties shall also be a lien on any real property upon which the neglected building is wholly or partially located, from the date of assessment of fees and civil penalties. Interest as allowed by applicable Nebraska law shall also accrue unless reduced, waived or stayed by the Director.

(f) The Director shall develop policies and procedures for the implementation of this penalty.

(g) The Director shall keep an itemized account of the expenses incurred by the City pursuant to this section. For assessment of unpaid fees and civil penalties hereunder, the Director shall prepare and file with the City Clerk a report specifying the actions taken, the itemized and total cost of the actions, a description of the real property upon which the building or structure is or was located, and the names and addresses of the owners of the property.

(h) Upon receipt of said report, the City Clerk shall present it to the City Council for consideration. The City Council shall fix a time, date, and place for hearing said report and any protests or objections thereto. The City Clerk shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in the City, and served by regular first class U.S. mail, postage prepaid, addressed to the owner of said property as the owner's name and address appears on the last equalized assessment roll of the county, if such so appears, or as known to the clerk. Deposit of the notice with the United States Postal Service shall be deemed good service. Such notice shall be given at least ten days prior to the date set for the hearing and shall specify the day, hour, and place the Council will hear and pass upon the Director's report, together with any objection or protests which may be made thereto, and assess such property with such cost. Such assessment shall be a lien upon such property from the date of assessment, shall become delinquent thirty days after the date of assessment, and shall draw interest from said date until paid at the same rate as provided by law for delinquent general real estate taxes. Foreclosure on a lien shall be pursuant to Nebraska law. (Ord. 20058 §10; August 11, 2014).

**21.09.110 Procedures for Registration; Notice; Penalty.**

(a) Whenever the owner of a neglected building fails to timely register or re-register such building or if the City registers or re-registers a neglected building, a Notice of Registration Penalty shall be issued to the owner within 10 days after the date for registration or re-registration.

(b) A separate Notice of Registration Penalty shall be issued for each subsequent registration fee or civil penalty that may be assessed.

(c) The Notice of Registration Penalty shall be sent to the owner or resident agent by regular first class U.S. mail or personal service and shall be deemed good service upon deposit with the United States Postal Service, if first class mail is used. Service upon the resident agent shall be deemed to be good service upon the owner.

(d) All Notices of Registration Penalty shall be recorded in the offices of the City Clerk and the Register of Deeds for Lancaster County, Nebraska and indexed against the premises. (Ord. 20058 §11; August 11, 2014).

**21.09.120 Reinspection.**

The Director may periodically reinspect neglected buildings to ensure compliance with this chapter and all applicable court or administrative orders. (Ord. 20058 §12; August 11, 2014).

**21.09.130 Removal from Registration List.**

(a) A neglected building shall be removed from the registration list and requirements of this chapter by the Director upon such building meeting one or more of the following:

(1) Achieving compliance with all health and safety standards set forth in Chapters 8.22, 8.26, 8.46, and 21.05 of the LMC and all registration fees and penalties have been paid in full;

(2) Removal or demolition by the owner;

(3) Removal or demolition by the City of Lincoln;

(4) Discharge of assessed registration fees and penalties and/or liens upon the property through a foreclosure or other legal process; or

(5) The building is determined to be a dangerous building under LMC Chapter 21.05.

(b) Removal from the registration list shall not result in the reduction, waiver, discharge, release, or other modifications to fees and penalties assessed to the premises except as may be ordered by a court of law with competent jurisdiction or as may be modified by the Director herein.

(c) Upon compliance with the requirements of this chapter and in the event a Notice of Registration Penalty has been recorded with the Register of Deeds for Lancaster County, Nebraska, the Director, within 30 days of the building becoming compliant with the LMC, shall record a Notice of Compliance with the Register of Deeds stating that, as of the date of the Notice of Compliance, the property complies with the LMC.

(d) The Director may remove a neglected building from the list in the event the Director determines that the interests of the City and the purpose of this ordinance are best served by removal. Such a finding or determination shall be in writing and approved by the City Law Department before becoming effective. All such findings or determinations shall be recorded with the City Clerk. (Ord. 20058 §13; August 11, 2014).

**21.09.140 Registration Non-transferable.**

If the neglected building is required to be registered pursuant to this chapter, a new registration shall be required for each change of ownership of the building. The seller of a neglected building, which is registered with Building and Safety pursuant to this chapter, shall notify Building

and Safety within ten business days after the sale or other transfer or conveyance of any registered property. The Director may waive the requirement of a registration following a conveyance if there is sufficient evidence or reason to believe that action will be taken shortly after the sale to bring the building back into compliance with the LMC or remove or demolish the neglected building. (Ord. 20058 §14; August 11, 2014).

**21.09.150 Appeals to Housing Advisory and Appeals Board.**

- (a) Appeals from any decision or action of the Director of Building and Safety related to this chapter may be made by requesting a hearing before the Housing Advisory and Appeals Board.
- (b) The appeal process and time for appeal shall be governed by LMC Section 21.05.210.
- (c) Enforcement of any decision or action of the Director shall be stayed in the event a timely appeal is requested pursuant to LMC Section 21.05.210 and shall continue until the administrative appeal process therein is completed. (Ord. 20058 §15; August 11, 2014).

**21.09.160 Failure to Reimburse Registration Fees or Pay Civil Penalties.**

In the event that any person fails to reimburse the City for registration fees or pay civil penalties assessed herein, the City Law Department is authorized to seek the recovery of all such registration fees and civil penalties by any means allowed by law. In the event the City Law Department intends to foreclose on any liens assessed under Section 21.09.100, notice shall be given to the owner, pursuant to Section 21.09.110, at least 30 days prior to commencement of the foreclosure. This notice provision is waived in the event that such notice would result in the City Law Department being unable to prosecute such foreclosure. (Ord. 20058 §16; August 11, 2014).

**21.09.165 Collection and Distribution of Fees and Penalties.**

Any collection or reimbursement of fees and costs incurred due to the registration of a neglected building by the City shall be deposited in the General Fund and appropriated to the Problem Resolution Team line item. Any penalties collected herein shall be deposited in the General Fund and distributed pursuant to applicable law. (Ord. 20141 §1; January 26, 2015).

**21.09.170 Criminal Violations; Penalties.**

Any person upon whom a duty is placed by the provisions of this title who shall fail, neglect, or refuse to perform such duty, or who shall violate a provision of this title shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed \$500.00 or be imprisoned in the county jail for a period not to exceed six months, or both, except that each person so convicted shall be fined in a sum of not less than \$200.00 for the first offense, not less than \$300.00 for a second offense, and not less than \$400.00 for the third offense and each offense thereafter. The penalty herein provided shall be cumulative with and in addition to the revocation, cancellation, or forfeiture of any license, permit, or right elsewhere provided for or as provided by law. Each day that a violation of this title continues shall constitute a separate and distinct offense and shall be punishable as such. (Ord. 20058 §17; August 11, 2014).

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

1                   AN ORDINANCE amending Title 20 of the Lincoln Municipal Code, the  
2 Building Code, by adding a new Chapter 20.02, entitled Neglected Building Registration, to  
3 require registration of neglected, deteriorated and/or abandoned buildings, to require the filing of  
4 plans for restoration or demolition of abandoned buildings, and to establish penalties for  
5 violations thereof.

6                   BE IT ORDAINED by the City Council of the City of Lincoln, Nebraska:

7                   Section 1. That Title 20 of the Lincoln Municipal Code be amended by adding a  
8 new section numbered 20.02.010 to read as follows:

9                   **20.02.010      Purpose.**

10                  Neglected buildings are a major cause and source of blight in both residential and non-  
11 residential neighborhoods, especially when the owner of the building fails to actively maintain  
12 and manage the building to ensure that it does not become a liability to the neighborhood.  
13                  Neglected buildings discourage economic development and negatively impact property values. It  
14 is the responsibility of property owners to prevent buildings from becoming a detriment to the  
15 neighborhood and community and a threat to the public health, safety, and welfare.

16                  Neglected buildings constitute a nuisance, and to adequately protect public health, safety  
17 and welfare, the establishment and enforcement of a registration system to monitor such  
18 buildings and to develop a means to decrease the number of neglected buildings within the city is  
19 necessary. Therefore, the City Council authorizes the Director to administer and enforce this

1       chapter within the city and within three miles of the corporate limits of the city and outside of  
2       any other organized city or village.

3                   Section 2. That Title 20 of the Lincoln Municipal Code be amended by adding a  
4       new section numbered 20.02.020 to read as follows:

5       **20.02.020      Public Nuisance.**

6       Neglected buildings shall constitute a public nuisance.

7                   Section 3. That Title 20 of the Lincoln Municipal Code be amended by adding a  
8       new section numbered 20.02.030 to read as follows:

9       **20.02.030      Enforcement of Chapter; Applicability of Chapter.**

10       The Director of the Department of Building and Safety or his or her authorized  
11       representative is designated to administer and enforce this chapter.

12                   Section 4. That Title 20 of the Lincoln Municipal Code be amended by adding a  
13       new section numbered 20.02.040 to read as follows:

14       **20.02.040      Violation Not Exclusive.**

15       Violations of this chapter are in addition to any other violations enumerated within the  
16       Lincoln Municipal Code. This chapter in no way limits the enforcement of, penalties, actions or  
17       abatement procedures which may be taken by the City for any action or inaction which is also a  
18       violation of any section of the Lincoln Municipal Code.

19                   Section 5. That Title 20 of the Lincoln Municipal Code be amended by adding a  
20       new section numbered 20.02.050 to read as follows:

21       **20.02.050      Inspection of Buildings.**

22       All officers authorized to enforce this chapter are hereby authorized and directed to make  
23       inspections to determine the condition of buildings as may be required by this chapter for the

1       purpose of safeguarding the welfare and safety of the general public and to ascertain that  
2       buildings as set forth in this chapter are properly maintained.

3                   Section 6. That Title 20 of the Lincoln Municipal Code be amended by adding a  
4       new section numbered 20.02.060 to read as follows:

5       **20.02.060      Definitions.**

6       **Building** shall mean a building or structure or any part thereof used or intended for  
7       supporting or sheltering any use or occupancy for residential, public, institutional, business,  
8       industrial or storage purposes.

9       **City** shall mean the City of Lincoln.

10       **Deterioration** shall mean a lowering in quality of the condition or appearance of a  
11       building, structure or parts thereof characterized by holes, breaks, rot, crumbling, cracking,  
12       peeling, rusting or any other evidence of physical decay or neglect or excessive use or lack of  
13       maintenance over a substantial or widespread area as opposed to a limited or concentrated area.

14       **Director** shall mean the Director of the Department of Building and Safety of the City of  
15       Lincoln or his or her authorized representative.

16       **Neglected building** shall mean a neglected occupied building and a neglected  
17       unoccupied building.

18       **Neglected occupied building** shall mean an occupied building in which one or more of  
19       the following events have occurred within the preceding eighteen months:

20           (a)       The building is the subject of two or more notices of violation of the provisions of  
21       this chapter or Chapters 20.04 and/or 21.01 of the Lincoln Municipal Code, and the owner has  
22       failed to demonstrate that due diligence is being exercised in abating the violation;

1                   (b)     The owner has failed to appear and a warrant has been issued in county court for a  
2     violation of this chapter or Chapters 20.04 and/or 21.01 of the Lincoln Municipal Code.

3                   (c)     The owner has refused to accept service of notices of violations of the provisions  
4     of this chapter or Chapters 20.04 and/or 21.01 of the Lincoln Municipal Code.

5                   (d)     The building has sustained deterioration.

6                   **Neglected unoccupied building** shall mean an unoccupied building (whether or not  
7     boarded) in which one or more of the following events have occurred within the preceding  
8     eighteen months:

9                   (a)     The property is the subject of two or more notices of violation of the provisions of  
10    this chapter or Chapters 20.04 and/or 21.01 of the Lincoln Municipal Code, and the owner has  
11    failed to demonstrate that due diligence is being exercised in abating the violation;

12                  (b)     The building has been boarded for a period of more than ninety days.

13                  (c)     The building has sustained deterioration.

14                  (d)     The owner has failed to appear and a warrant has been issued in county court for a  
15    violation of this chapter or Chapters 20.04 and/or 21.01 of the Lincoln Municipal Code; or

16                  (e)     The owner has refused to accept service of notices of violations of this chapter or  
17    Chapters 20.04 and/or 21.01 of the Lincoln Municipal Code.

18                  **Occupancy** the purpose for which a building or portion thereof is utilized or occupied.

19                  **Operator** shall mean any person who has charge, care or control of a building, or part  
20    thereof, in which dwelling units or rooming units are let.

21                  **Owner** shall mean any person who is a holder of any legal or equitable interest in the  
22    premises, and alone or jointly or severally with others.

1                   (a)    Has record legal title to any dwelling or dwelling unit with or without  
2                   accompanying actual possession thereof; or  
3                   (b)    Has charge, care or control of any dwelling or dwelling unit which may include  
4                   all persons who have an interest in a structure and any who are in possession or control thereof  
5                   as owner or agent of the owner, contract purchaser, or as executor, executrix, administrator,  
6                   administratrix, trustee or guardian of the estate of the owner. Any person thus representing the  
7                   actual owner shall be bound to comply with the provisions of this chapter, and the rules and  
8                   regulations adopted pursuant hereto, to the same extent as if he or she were the owner.

9                   In the absence of substantial evidence to the contrary, records of the County Clerk's  
10                  Office, Register of Deeds, certified copies of court records or judgments of any court, copies of  
11                  lease agreements, contracts for deed, mortgages, tax records, rental agreements and other  
12                  financial documents related to the property shall be conclusive evidence of the ownership of the  
13                  property.

14                  **Person**, as used in this chapter, shall mean any individual, firm, association, company,  
15                  syndicate, partnership, or other legal entity, or a natural person for the purposes of the occupancy  
16                  standards hereof.

17                  **Premises** shall mean a lot, plot or parcel of land including the buildings and structures  
18                  located thereon.

19                  **Resident Agent** shall mean a natural person residing within the City of Lincoln, or a  
20                  company or agency with a manager or agent who resides in the City of Lincoln who is  
21                  authorized to make or order repairs, to order or oversee service to a building or buildings, and to  
22                  receive notices on behalf of the owner.

1                   **Unoccupied building** shall mean a building that is unattended and is not actively used as  
2                   a place of residence or business, or is frequently open or unsecured so that unauthorized  
3                   admittance may be gained without damaging any portion of the property.

4                   **Unsecured** shall mean that access to the building may be obtained through open,  
5                   unlocked, broken or missing doors or windows of such building.

6                   Section 7. That Title 20 of the Lincoln Municipal Code be amended by adding a  
7                   new section numbered 20.02.070 to read as follows:

8                   **20.02.070      Duty to Register Neglected Building.**

9                   (a)    The owner or operator of a neglected building shall be required, after written  
10                   notification from the Director, to file a registration of such neglected building with the  
11                   Department of Building and Safety within thirty (30) calendar days of the date of notification  
12                   from the Director. Such notification shall be served on the owner or resident agent by personal  
13                   service or by certified mail, return receipt requested. If the owner is a non-resident, such notice  
14                   shall be sent by certified mail, return receipt requested, to the last known address of the owner.  
15                   If no address is known to the Director or if attempts to serve notification by personal service or  
16                   certified mail are unsuccessful, then notice shall be served by posting the notice on the property.  
17                   The date of said posting shall then be considered the date of notification from the Director.

18                   (b)    The registration shall include the following information:

19                   (1)    A description of the premises, including correct street address and  
20                   occupancy, as defined in Section 20.02.060;

21                   (2)    The names and addresses of the owner or owners;

22                   (3)    The names and addresses of all known lienholders and all other parties  
23                   with a legal or equitable ownership interest in the building;

(4) The name and address of the resident agent designated to act on the behalf of the owner to accept legal processes and notices and to authorize repairs as required, accompanied by a notarized statement signed by the resident agent consenting to the designation; and

(5) If such building is unoccupied, the period of time the building is expected to remain unoccupied and/or a plan and timetable to comply with applicable city codes.

Section 8. That Title 20 of the Lincoln Municipal Code be amended by adding a new section numbered 20.02.080 to read as follows:

**20.02.080      Registration Fee.**

A registration fee of \$25.00 per building shall be collected, at the time of application, by the Director.

Section 9. That Title 20 of the Lincoln Municipal Code be amended by adding a new section numbered 20.02.090 to read as follows:

20.02.090      Resident Agent.

(a) The owner or operator of any neglected building, which is subject to the registration requirements of Section 20.02.070 shall designate a resident agent for the building.  
The owner or operator shall obtain from the resident agent a notarized statement, accepting the designation. Any owner who lives within the City of Lincoln may designate himself or herself as the resident agent.

(b) The owner of any neglected building who lives outside of the City of Lincoln shall name a resident agent who lives within or whose place of business is within the City of Lincoln.

1                   (c)    The designation of resident agent shall constitute an authorization by the owner to  
2   act on behalf of the owner with regard to all requirements under this chapter including, but not  
3   limited to, acceptance of all notices, including all notices pursuant to the Lincoln Municipal  
4   Code, all notices of proposed abatements and all compliance orders and administrative orders.

5                   (d)    The owner's designation of a resident agent shall not relieve the owner or  
6   operator of any obligation to comply with the provisions of this chapter or any other provisions  
7   of this code.

8                   Section 10. That Title 20 of the Lincoln Municipal Code be amended by adding a  
9   new section numbered 20.02.100 to read as follows:

10                **20.02.100      Reinspection.**

11                The Director may periodically reinspect neglected buildings to ensure compliance with  
12   the provisions of this chapter and all applicable court and administrative orders.

13                Section 11. That Title 20 of the Lincoln Municipal Code be amended by adding a  
14   new section numbered 20.02.110 to read as follows:

15                **20.02.110      Removal from Registration.**

16                A neglected building shall be removed from the registration requirements of this chapter  
17   by the Director upon such building:

18                (a)    Being brought into compliance with all applicable standards set forth in the  
19   Lincoln Municipal Code.

20                (b)    Being removed or demolished;

21                Section 12. That Title 20 of the Lincoln Municipal Code be amended by adding a  
22   new section numbered 20.02.120 to read as follows:

1      **20.02.120      Registration Nontransferable.**

2      If the neglected building is required to be registered pursuant to Section 20.02.070, a new  
3      registration shall be required for each change of ownership of the building. The owner or  
4      operator of a neglected building which is registered with the Department of Building and Safety  
5      pursuant to this chapter, shall notify the Department of Building and Safety within ten (10)  
6      business days of the sale or transfer of any registered property. The notice shall contain the name  
7      and address of each purchaser of the registered neglected building sold by the owner or operator.

8              Section 13. That Title 20 of the Lincoln Municipal Code be amended by adding a  
9      new section numbered 20.02.130 to read as follows:

10     **20.02.130      Duty to File Statement of Intent for Neglected Buildings.**

11        (a)    The Director shall create and make available a form entitled "Statement of Intent"  
12      to be completed by the owner, operator or resident agent of any neglected unoccupied building  
13      required to be registered pursuant to this chapter.

14        (b)    The owner, operator or resident agent of a neglected unoccupied building shall  
15      complete the information required on the standard Statement of Intent and submit the Statement  
16      to the Department of Building and Safety within thirty (30) calendar days of the date the Director  
17      orders that the structure be registered.

18        (c)    The Director shall determine whether a submitted Statement of Intent is complete,  
19      and if not shall return said Statement to the owner for more complete information.

20        (d)    When a submitted Statement of Intent has been returned by the Director for lack  
21      of information, the owner or registered agent shall, within ten business days, correct and  
22      resubmit the Statement of Intent.

23        (e)    The Statement of Intent shall include information as to:

(1)     expected period that the building will remain unoccupied;

(2)     a schedule for maintenance during the period that the building is unoccupied, including, but not limited to, maintenance to be performed, frequency of maintenance to be performed, person responsible for performing each maintenance item, and maintenance person contact information; and

(3)     a reasonable plan and time line for the lawful occupancy, rehabilitation or demolition of the building; and

(4)     any additional information required by the Director.

(f)     The provisions of this section shall not be applicable to neglected occupied buildings.

Section 14. That Title 20 of the Lincoln Municipal Code be amended by adding a new section numbered 20.02.140 to read as follows:

**20.02.140 Violations; Penalties.**

Any person who shall violate any provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined any sum not to exceed \$500.00, or be imprisoned in the county jail for a period not to exceed six months, or by both such fine and imprisonment, except that each person so convicted shall be fined in a sum of not less than \$200.00 for the first offense, not less than \$250.00 for the second offense, and not less than \$300.00 for the third offense and each offense thereafter. Each day such violation is committed or permitted to continue shall constitute a separate violation and shall be punishable as such hereunder.

1                   Section 16. That this ordinance shall take effect and be in force from and after its  
2                   passage and publication according to law.

Introduced by:

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Approved as to Form & Legality:

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City Attorney

Approved this \_\_\_\_ day of \_\_\_\_\_, 2007:

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\_\_\_\_\_  
Mayor

Wilmington, Delaware

**Topic:**

ABANDONMENT OF PROPERTY; MUNICIPAL ORDINANCES; BUILDINGS (GENERAL);  
REAL PROPERTY; MUNICIPALITIES;

**Location:**

PROPERTY;



January 25, 2007

2007-R-0141

**WILMINGTON VACANT PROPERTY ORDINANCE**

By: Kevin E. McCarthy, Principal Analyst

You asked for a summary of a Wilmington, Delaware, ordinance that requires owners of property that has been vacant for more than one year to pay a registration fee to the city. You also wanted to know whether municipalities in Connecticut could adopt a similar ordinance.

**SUMMARY**

The ordinance requires owners of buildings that have been vacant for more than 45 days to register with the city. It requires owners of buildings that have been vacant for one year or more to pay an annual registration fee, which increases with the length of time the building has been vacant. It provides a one-year fee waiver (two years in the case of building owned by a non-profit organization) if the owner demonstrates that he is rehabilitating the building or trying to sell or lease it.

It does not appear that current Connecticut law allows municipalities to adopt similar ordinances. But, municipalities can use several mechanisms to address vacant buildings that are blighted or considered nuisances.

**WILMINGTON VACANT BUILDING ORDINANCE**

The ordinance (§ 125.0 of the Wilmington municipal code, attached) requires the owners of all vacant buildings to register with the city's Department of Licenses and Inspection. The requirement applies to (1) residential buildings that contain one or more units that have been vacant for more than 45 days and (2) non-residential

buildings that have been vacant for more than 45 days. A building is considered vacant if there is no one there who lawfully lives in the building or conducts a lawfully licensed business there. The requirement applies whether the building is open (e.g., has broken windows) or secure. But it does not apply to buildings owned by federal, state, or city agencies.

The registration must list the name and address of the building's owners. The registration form also must include a person who will serve as a contact in case of an emergency and as agent for service of process and other notices. A property owner can file one registration for all of his vacant buildings.

If the property has been vacant for one or more, the owner must pay an annual registration fee that increases with the amount of time the building has been vacant. The registration fee is:

1. \$500 for buildings that have been vacant for one to two years;
2. \$1,000 for buildings that have been vacant for two to three years;
3. \$2,000 for buildings that have been vacant for three to five years;
4. \$3,500 for buildings that have been vacant for five to ten years; and
5. \$5,000 for buildings that have been vacant for ten years.

The fee increases by \$500 for each year beyond ten that the building has been vacant.

The city can grant the building owner a one-year fee waiver if he:

1. demonstrates that he is demolishing, rehabilitating, or repairing the building and the amount of time that this will take; or
2. shows that he is actively attempting to sell or lease the property.

In the case of a building owned by a non-profit (501c) organization, the waiver is for two years.

According to the ordinance, the purposes of the registration and fee requirements are to:

1. help the city protect public health, safety, and welfare;
2. monitor the number of vacant buildings, particularly in the downtown area;
3. assess the effects of vacant buildings on nearby properties, particularly with regard to fire hazards and illegal occupancy by transients; and
4. promote efforts to rehabilitate the vacant buildings.

## **ADOPTING SIMILAR ORDINANCES IN CONNECTICUT**

It does not appear that current Connecticut law allows municipalities to adopt ordinances similar to Wilmington's. Municipalities only have those powers granted to them by statute or special act, or that are implied as necessary to carry out expressly granted powers. The law allows municipalities to deal with problems often associated with vacant property.

For example, CGS § 7-147 allows municipalities to adopt ordinances to (1) define, prohibit, and abate nuisances and (2) prevent housing blight. The nuisance ordinances can allow the municipality to bill the owner of properties that are nuisances for the abatement of the nuisance. The blight ordinances can require owners to maintain their property and can impose fine of up to \$100 per day that a violation continues. However, a vacant building is not necessarily a nuisance or blighted. Moreover, it is not clear that a municipality can impose a fee on building that is vacant, as distinct from imposing fines on blighted buildings or recovering its costs in abating nuisances.

OLR Report [2000-R-0567](#) describes several mechanism municipalities can use in addressing blighted property, including the creation of neighborhood revitalization zones and urban homesteading programs. OLR Reports [2003-R-0771](#) and [2002-R-0255](#) discuss blight ordinances, including ordinances in Farmington and Middletown, which specifically address vacant buildings.

KM:dw

WILMINGTON, DELAWARE

- **CHAPTER 1 SCOPE AND ADMINISTRATION** is amended by adding new Section 119 and shall read as follows:

**Section 119.0. Authorizations of improvements to exteriors of vacant buildings or structures; procedures; liens for the costs incurred.**

(a)

Authorization. The Department of Licenses and Inspections is authorized to initiate the making of improvements to the exteriors of vacant buildings or structures in accordance with this section and pursuant to the provisions of 25 Del. C. ch. 29 (§ 2901 et seq.) and 25 Del. C. ch. 46 (§ 4601 et seq.).

1.

Eligible buildings or structures. If the owner has failed to rehabilitate or demolish:

(1)

A building that is vacant or abandoned and deemed to be unsafe, or

(2)

Any other building or structure that is vacant and amendable to rehabilitation if made secure, the commissioner of licenses and inspections may recommend that exterior improvements be made or caused to be made to such building or structure so as to render the building or structure safe and secure and to prevent further structural damage from rain and other natural causes, and that a lien be duly recorded in order that the city may recover the costs incurred by public expenditure for the same.

2.

Types of improvements. Exterior improvements, authorized herein, may include, but are not limited to: Repairs to or replacement of any of the structural components of such buildings or structures, sidewalks in the right-of-way or on the lot on which the building or structure is located, steps, porches, railings, columns, windows, doors, exterior painting, brick pointing and roofing, and any other repairs or replacements deemed appropriate to protect and secure the structural integrity of the building or structure and to prevent further damage that would render the building or structure unsafe. The costs incurred by the city for any such improvements shall be referred to as "exterior improvement costs." Such exterior improvement costs incurred by the city shall be recorded by lien in accordance with the provisions of 25 Del. C. ch. 46 (§ 4601 et seq.).

3.

Approval and certification of improvements to be made. The commissioner of licenses and inspections, his duly authorized designee, the director of real estate and housing and the director of planning, or the duly authorized designee of each of the same, shall by majority approval of a written authorization certify that specific exterior improvements shall be made to a building or structure, identified by street address and tax parcel number, in accordance with this subsection. Such written authorization shall be forwarded to the procurement and records division and to the finance director with specifications prepared for the particular improvements authorized to be made and for no other improvements. In an emergency affecting the public safety as determined by the commissioner of licenses and inspections or his designee, the rendering of exterior improvements to secure the structure may be expedited in lieu of the requirements of this certification subsection.

4.

Notice to owner. When exterior improvements have been authorized as aforesaid and specifications for the same have been prepared, the department of licenses and

WILMINGTON, DELAWARE

inspections shall provide notice to the record owner or owners of the subject building or structure and to any record lien holders that such exterior improvements will be undertaken and the date of commencement of the same. For purposes of this subsection, the mailing of a certified letter, return receipt requested, at least 30 days prior to the commencement of the exterior improvements, to the last known address of the record owner, owners or lien holders and notifying same of the address of the property to be improved, the tax parcel number, the condition of the property and the legal right of the city to obtain a judgment against the owner and a lien against the property after completion of the exterior improvements, shall be deemed to be sufficient notice.

(b)

Costs incurred as debt owing to city. Whatever expenses are incurred in relation to authorized exterior improvements pursuant to this subsection shall be paid by the city treasurer out of monies in the treasury and the owner or owners shall be jointly and severally liable to the city for the full amount so expended. Whenever exterior improvement costs have been incurred as aforesaid, the expenditure of public funds for exterior improvements to any vacant or abandoned building deemed to be unsafe or any other vacant building or structure, following notice to the owners, being the costs so incurred, with legal interest thereon from the date of expenditure, shall be reimbursed to the city, on demand, by the person or persons who were the owner or owners of such building or structure at the time such work of exterior improvement commenced. The city may maintain an action of law in debt or assumpsit against the owner or owners to recover the sums of money so expended, plus lawful interest and cost. When any person is found guilty, whether by trial or admission, of violating any provision of sections 119.1, or 119.5, or 119.6, or any combination of the same, in any instance in which such person, at the time of sentencing for such violation, also has not reimbursed the city for the costs incurred by the city in making or causing to be made any exterior improvements, pursuant to this subsection, to any building or structure regarding which such person or persons have been found guilty, as provided, the municipal court shall order such person or persons to make full restitution to the city for such exterior improvement costs in addition to and not in lieu of any fines which the court may impose.

(c)

Entering of lien. When the city expends public funds for the purpose of exterior improvements to any vacant or abandoned building or structure deemed to be unsafe or any other vacant building or structure within the city, after such notice as aforesaid, the city may enter a lien for the amount so expended, with interest accrued thereon, on the lands and premises on which such work of exterior improvements was performed by means of the department of finance and the city solicitor forwarding directions to the prothonotary for New Castle County for the entering of such exterior improvement liens in a docket for the same.

(d)

Satisfaction. When the department of finance and the city solicitor have determined the exterior improvement costs and interest, the entering of the lien shall be done by forwarding to the prothonotary the information as aforesaid. Whenever any such lien is satisfied by payment, the department of finance and the city solicitor may so advise the prothonotary in order that there shall be entered in the prothonotary's records the date of final payment and the words 'satisfied in full' pursuant to 25 Del. C. § 4603(d).

(e)

Rules and regulations. The department of licenses and inspections may adopt rules and regulations as deemed necessary and proper for the administration of this subsection, subject to approval by the administrative board.

WILMINGTON, DELAWARE

**CHAPTER 1 SCOPE AND ADMINISTRATION is amended by adding new Section 120 and shall read as follows:**

*Section 120.0. Annual registration of vacant buildings and registration fees.*

(a)

Purpose. The purpose of this section requiring the registration of all vacant buildings, including dwellings that are subject to [chapter 34](#) as referenced below, and the payment of registration fees is to assist the city government, particularly the department of licenses and inspections (DLI) in protecting the public health, safety and welfare, to monitor the number of vacant buildings in the city, particularly those that are located in the downtown business district (from Second to 16th, and Walnut to West Streets), to assess the effects of the condition of those buildings on nearby businesses and the neighborhoods in which they are located, particularly in light of fire safety hazards and unlawful, temporary occupancy by transients, including illicit drug users and traffickers, and to require of the owners of such vacant buildings their registration and the payment of related fees, and to promote substantial efforts to rehabilitate such vacant buildings. The provisions of this section are applicable to the owners of such vacant buildings as set forth herein and are in addition to and not in lieu of any and all other applicable provisions of this chapter, the health and sanitation code, and any other applicable provisions of the Wilmington City Code.

(b)

*Definitions and applicability; registration statement and fees.*

(1)

*Definitions. For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them as follows:*

(A)

*Boarded:* A building or structure subject to the provisions of this section shall be deemed to be "boarded" if in place of one or more exterior doors, other than a storm door, or of one or more windows, there is a sheet or sheets of plywood or similar material covering the space for such door or window.

(B)

*Exterior maintenance and major systems:* The phrase "exterior maintenance and major systems" shall mean the safe and lawful maintenance of the facade, windows, doors, roof, and other parts of the exterior of the building and the maintenance of its major systems consisting of the roof, the electrical and plumbing systems, the water supply system, the sewer system, and the sidewalk, drive-way, if any, area of the lot, as applicable and as enforced by the DLI, particularly in connection with subsections 119.01 (building maintenance) and 124 (exterior improvements) of this section of this code.

(C)

*Occupied:* Any building or structure shall be deemed to be occupied if one or more persons actually conducts a lawful business or resides in all or any part of the building as the licensed business-occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, nontransient basis, or any combination of the same. For purposes of this section, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual telephone, electric, gas, heating, water and sewer services; a valid city business license, or the most recent, federal, state, or city income tax statements indicating that the subject property is the official business or

WILMINGTON, DELAWARE

residence address of the person or business claiming occupancy; or proof of pre-rental inspection.

(D)

*Occupancy ready:* Any building that is vacant, but has been recently rehabilitated and a certificate of occupancy or certificate of completion has been issued by the DLI allowing the building to be lawfully occupied, or if the property has not been recently rehabilitated, the property meets all minimum code requirements and may be immediately occupied. Whether a building is "occupancy ready" shall be determined by DLI through an inspection of the building. The classification "occupancy ready" shall only apply to the vacant registration requirements of this section, and does not apply to any other section of the code.

(E)

*Open:* A building or structure subject to the provisions of this section shall be deemed to be "open" if any one or more exterior doors other than a storm door is broken, open and, or closed but, without a properly functioning lock to secure it, or if one or more windows is broken or not capable of being locked and secured from intrusion, or any combination of the same.

(F)

*Owner:* An owner of the freehold of the premises or any lesser estate therein, a mortgagee, a vendee-in-possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation that is directly or indirectly in control of a building subject to the provisions of this section, and as set forth below.

(G)

*Vacant:* A building or structure shall be deemed to be vacant if no person or persons actually, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s) or tenant-occupant(s), or owner-occupants, or tenant(s) on a permanent, nontransient basis.

(2)

*Applicability.* The requirements of this section shall be applicable to each owner of any building that is not a dwelling that shall have been vacant for more than 45 consecutive days and to each owner of residential property consisting of one or more vacant dwellings that shall have been vacant for more than 45 consecutive days. Each such owner shall cause to be filed a notarized registration statement, which shall include the street address and parcel number of each such vacant building, the names and addresses of all owners, as hereinafter described, and any other information deemed necessary by the DLI. The registration fee(s) as required by subsection (b)(3) of this section shall be billed by the DLI and shall be paid by January 1 of each year. For purposes of this section, the following shall also be applicable:

(A)

If the owner is a corporation, the registration statement shall provide the names and residence addresses of all officers and directors of the corporation and shall be accompanied by a copy of the most recent annual franchise tax report filed with the secretary of state;

(B)

If an estate, the name and business address of the executor of the estate;

(C)

If a trust, the name and address of all trustees, grantors, and beneficiaries;

WILMINGTON, DELAWARE

- (D) If a partnership, the names and residence addresses of all partners with an interest of ten percent or greater;
- (E) If any other form of unincorporated association, the names and residence addresses of all principals with an interest of ten percent or greater;
- (F) If an individual person, the name and residence address of that individual person.

(3) *Registration statement and fees; local agent.* If none of the persons listed, as above, is shown at an address within the state, the registration statement also shall provide the name and address of a person who resides within the state and who is authorized to accept service of process on behalf of the owners and who shall be designated as a responsible, local party or agent, both for purposes of notification in the event of an emergency affecting the public health, safety or welfare and for purposes of service of any and all notices or registration statements as herein authorized and in connection herewith. Registration shall be required for all vacant buildings, whether vacant and secure, vacant and open, vacant and boarded, or occupancy ready and shall be required whenever any building has remained vacant for 45 consecutive days or more. In no instance shall the registration of a vacant building and the payment of registration fees be construed to exonerate the owner, agent or responsible party from responsibility for compliance with any other building code or housing code requirement. One registration statement may be filed to include all vacant buildings of the owner so registering. The owner of the vacant property as of November 1 of each calendar year shall be responsible for the payment of the non-refundable registration fee, except buildings deemed "occupancy ready" by the DLI and actively for sale or lease shall be exempt from imposition of the annual registration fee. However, buildings deemed "occupancy ready" by the DLI shall only be exempt from imposition of the annual registration fee for no more than 2 consecutive billing cycles. Except as provided in subsection (b)(3)(A) below, said fee shall be billed by the DLI and based on the duration of the vacancy as determined by the following scale:

- (i.) No fee for properties that are vacant for less than one year;
- (ii.) \$500.00 for properties that are vacant for at least one year but less than two years;
- (iii.) \$1,000.00 for properties that are vacant for at least two years but less than three years;
- (iv.) \$2,000.00 for properties that are vacant for at least three years but less than five years;
- (v.) \$3,500.00 for properties that are vacant for at least five years but less than ten years; and
- (vi.) \$5,000.00 for properties that are vacant for at least ten years, plus an additional \$500.00 for each year in excess of ten years.

WILMINGTON, DELAWARE

(A)

The vacant registration fee billed to a housing provider meeting the criteria for non-profit organizations as defined by Section 501(c)(3) of the Internal Revenue Code and who receives a vacant building directly from the city or who receives public funds from the city for the acquisition, rehabilitation or redevelopment of a vacant building shall not be based on the duration of the vacancy prior to the non-profit housing provider receiving the vacant building from the city or receiving the funds from the city, but rather from the time it received the vacant building or funds from the city. This provision shall be retroactive to May 1, 2003.

(4)

Appeal rights. The owner shall have the right to appeal the imposition of the registration fees to the Licenses and Inspection Review Board, upon filing an application in writing with the applicable \$50.00 non-refundable filing fee to the Department of Licenses and Inspections no later than 30 calendar days after the date of the billing statement. On appeal, the owner shall bear the burden of providing satisfactory objective proof of occupancy, as defined in **125.0**(b)(1)(C).

(5)

One time waiver of registration fee. A one-time waiver of the registration fee, or an extension of a waiver for up to 12 months from the date of the billing statement immediately following the waiver, may be granted by the Commissioner of Licenses and Inspections upon application of the owner and upon review and advice of the law department, within 30 calendar days from the date of the bill for the registration fee, if the owner

(i.)

Demonstrate with satisfactory proof that he/she is in the process of demolition, rehabilitation, or other substantial repair of the vacant building; and

(ii.)

Objectively demonstrates the anticipated length of time for the demolition, rehabilitation, or other substantial repair of the vacant building; or

(iii.)

Provides satisfactory proof that he/she was actively attempting to sell or lease the property during the vacancy period.

(6)

*Four-year waiver.* Upon application by the owner and satisfaction of subsection (b)(5) above, the commissioner may, upon advice and review of the law department, grant a one-time four year waiver of the registration fee, or an extension of a waiver for up to 12 months from the date of the billing statement immediately following the waiver, if the owner meets the criteria for non-profit organizations as defined by Section 501(c)(3) of the Internal Revenue Code. With regard to an extension of a waiver only, the time period of the extension shall commence from the date of the billing statement (November 1 of the applicable calendar year) and, in no event, shall the extension exceed 12 months. An extension of a waiver shall only be granted once.

(7)

Delinquent registration fees as a lien. After the owner is given notice of the amount of the registration fee due, except for those owners that have properly perfected an appeal pursuant to subsection (b) (4) above, and the owner fails to pay the amount due, said amount shall constitute a debt due and owing to the city, and the city may commence a civil action to collect such the unpaid debt.

(c)

WILMINGTON, DELAWARE

Duty to amend registration statement. If the status of the registration information changes during the course of any calendar year, it is the responsibility of the owner, responsible party or agent for the same to contact the department of licenses and inspections within 30 days of the occurrence of such change and advise the department in writing of those changes.

(d)

Exceptions. This section shall not apply to any building owned by the United States, the state, the city, nor to any of their respective agencies or political subdivisions.

(e)

Violations; penalties.

(1)

The failure or refusal for any reason of any owner, or agent of an owner acting on behalf of the owner, to register a vacant building or to pay any fees required to be paid pursuant to the provisions of this section, within 30 days after they become due, shall constitute a violation punishable upon conviction thereof by a fine in the amount of not less than \$100.00 nor more than \$500.00 for each failure or refusal to register, or for each failure or refusal to pay a required vacant building fee, as applicable. In such cases, whenever the minimum fine of \$100.00 is imposed, it shall not be subject to suspension or reduction for any reason.

San Diego, California



## The City of San Diego Vacant & Boarded Structures STATEMENT OF INTENT

Owners of vacant and boarded structures are required to file a written Statement of Intent with the City which proposes a rehabilitation plan and timeline to bring structures back into productive use. Your failure to submit a Statement of Intent for approval will result in the assessment of a quarterly civil penalty per structure (San Diego Municipal Code Section 54.0315).

Mail or fax the completed Statement of Intent form to: Vacant Properties Coordinator,  
1222 First Avenue, Fifth Floor, MS 511, San Diego, CA 92101-4101. Fax number (619) 236-5920.

### PROPERTY INFORMATION

Property Address: \_\_\_\_\_

Parcel Number: \_\_\_\_\_ Date Boarded: \_\_\_\_\_

### OWNERSHIP INFORMATION

#### Property Owner

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Day (\_\_\_\_\_) \_\_\_\_\_ Evening

**Responsible Party** (check one)  Owner, *listed above*  Other, *see below*

The Responsible Party is the person in charge or control of the structure who is not the owner (i.e. property manager, conservator, trustee, etc.)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Day (\_\_\_\_\_) \_\_\_\_\_ Evening

#### Lien Information

Lien Holder(s): \_\_\_\_\_

Loan Number: \_\_\_\_\_

## PLAN & TIMELINE FOR STRUCTURE

Please use the space below to describe the specific actions to be taken, completion date/timeline and regular maintenance plan during the period of vacancy. Add additional sheets as necessary.

## REHABILITATION PLAN

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Building Permit #: \_\_\_\_\_ Completion Date/Timeline: \_\_\_\_\_

## DEMOLITION PLAN

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Building Permit #: \_\_\_\_\_ Completion Date/Timeline: \_\_\_\_\_

## PLAN TO ACTIVELY SELL OR LEASE THE STRUCTURE

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Listing Date: \_\_\_\_\_ Asking Price: \_\_\_\_\_

Agent Phone: \_\_\_\_\_ Asking Price: \_\_\_\_\_

Appraised Value: \_\_\_\_\_ *(if appraised value is not available, please give purchase price and time of purchase)* \_\_\_\_\_

Please check the appropriate box(es):

I give the City permission to provide interested parties with the listing information.

Property is in escrow and is anticipated to close on:

## OTHER

I hereby represent and warrant that the information provided in the Statement of Intent is true, complete and accurate to the best of my knowledge. Should any of the information contained in this Statement of Intent change, **I will notify the City of San Diego within 15 days of the change**. I also understand that it is my responsibility to regularly monitor the property while it is vacant and boarded to keep it clean, secure and free from graffiti, trash, weeds and debris.

---

Signature of Property Owner/Responsible Party

---

Date

---

Print Name of Property Owner/Responsible Party

## Article 4: Public Hazards and Public Nuisances

### Division 3: Abatement of Abandoned Properties

(“Public Property Nuisance Abatement” added 8-17-1981 by O-15573 N.S.)

(Retitled to “Abatement of Vacant Structures” 8-10-1993 by O-17957 N.S.)

(Retitled to “Abatement of Abandoned Properties” and amended 10-10-2012 by O-20203 N.S.)

#### §54.0301 Declaration of Purpose

The Council of the City of San Diego finds and declares that:

- (a) Vacant lots attract littering, dumping, and nuisance activity and create public nuisances in the community when these conditions exist.
- (b) *Vacant structures* attract vagrants, gang members and other criminals as prime locations to conduct illegal criminal activities.
- (c) *Vacant structures* are extremely vulnerable to being set on fire by unauthorized persons.
- (d) *Vacant structures* which are boarded or are located on properties with code and *public nuisance* violations cause deterioration and instability in neighborhoods.
- (e) *Vacant structures* located on a property which is foreclosed or under a current *Notice of Default, Trustee’s Sale*, or Tax Lien Sale often fall into disrepair, attract nuisance activity and crime, decrease property values, and are a burden to the City of San Diego’s resources, making it necessary to ensure that accurate ownership information and contacts are provided to the City so that proper maintenance and security measures are implemented on these properties.
- (f) Immediate abatement and rehabilitation of *vacant structures* and vacant lots where code or *public nuisance* violations exist is necessary and can be accomplished by using the judicial or administrative procedures found in this Code.

(Amended 5-28-1996 by O-18301 N.S.)

(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

**§54.0302 Definitions**

The words and phrases used in this Division have the meanings set forth in this section. Defined terms appear in *italics*.

*Abandoned property* means any property upon which one or more of the following conditions exist:

- (1) a vacant lot upon which code or *public nuisance* violations exist as determined by the *Director*; or
- (2) a *vacant structure* and code or *public nuisance* violations exist as determined by the *Director*; or
- (3) a *vacant structure* which is boarded, irrespective of whether code or *public nuisance* violations exist at the property; or
- (4) a *vacant structure*, and the property is under a current *Notice of Default*, *Notice of Trustee's Sale*, pending *Tax Assessor's Lien Sale*, or it has been the subject of a *Foreclosure* sale where the title was retained by the *beneficiary* of a *Deed of Trust* involved in the *Foreclosure*, or has been transferred under a *Deed in Lieu of Foreclosure*.

*Beneficiary* means a lender under a note secured by a *Deed of Trust*.

*Deed in Lieu of Foreclosure* means a recorded document that transfers ownership of a property from the *trustor* upon consent of the *beneficiary* of the *Deed of Trust*.

*Deed of Trust* means an instrument by which title to real estate is transferred to a third party *Trustee* as security for a real estate loan. This definition applies to all *deeds of trust* regardless of priority.

*Default* means the failure to fulfill a contractual obligation, monetary or nonmonetary.

*Director* means the *Director* of the Permit Issuance and Code Enforcement Division or any other *Director* authorized by the City Manager and any of their designated agents or representatives.

*Foreclosure* means the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the *Trustor* defaults.

*Graffiti* has the same meaning as in San Diego Municipal Code section 54.0402.

*Letter of Agency* means a trespass authorization form signed by a property owner or designated agent which allows the San Diego Police Department to act as the owner's agent for purposes of enforcing laws against any person(s) found on private property without the owner's consent or without lawful purpose.

*Liquid waste* has the same meaning as in San Diego Municipal Code section 54.0202.

*Litter* has the same meaning as San Diego Municipal Code section 54.0202.

*Local contact* means a contact located within a distance of 50 driving miles from the *abandoned property*.

*Notice of Default* means a recorded notice that a *Default* has occurred under a *Deed of Trust*.

*Public nuisance* has the same meaning as in San Diego Municipal Code section 11.0210.

*Responsible person* has the same meaning as in San Diego Municipal Code section 11.0210.

*Rubbish* has the same meaning as in San Diego Municipal Code section 54.0202.

*Solid waste* has the same meaning as in San Diego Municipal Code section 54.0202.

*Statement of Intent* means a form filled out by the *responsible person* for an *abandoned property* which contains specific information regarding the ownership of the property and the *responsible person's* plan for its rehabilitation, development, occupancy, and maintenance.

*Trustee* means the person, firm or corporation holding a *Deed of Trust* to a trust on a property.

*Trustor* means a borrower under a *Deed of Trust*, who deeds property to a *Trustee* as security for the payment of a debt.

*Vacant structure* means any structure or building that is unoccupied or occupied by unauthorized persons.

*Waste* has the same meaning as in San Diego Municipal Code section 54.0202.

(Amended 5-28-1996 by O-18301 N.S.; corrected 1-23-1998.)

(Amended 2-7-2006 by O-19460 .S.; effective 3-7-2006.)

(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

**§54.0303 Enforcement Authority**

The *Director* is authorized to administer and enforce the provisions of this Division. The *Director* or anyone designated by the *Director* to be an Enforcement Official may exercise any enforcement powers as provided in Division 1, Article 2 of Chapter 1 of this Code.

(“*Enforcement Authority*” added 5-28-1996 by O-18301 N.S.)  
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

**§54.0304 Enforcement Remedies**

Violations of this Division may be prosecuted as misdemeanors subject to the fines and custody provided in Municipal Code Section 12.0201. The *Director* may also seek injunctive relief and civil penalties in the Superior Court pursuant to Municipal Code Section 12.0202 or pursue any administrative remedy provided in Chapter 1 of this Code.

(“*Enforcement Remedies*” added 5-28-1996 by O-18301 N.S.)  
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

**§54.0305 Strict Liability Offenses**

Violations of this Division shall be treated strict liability offenses regardless of intent.  
(“*Strict Liability Offenses*” added 5-28-1996 by O-18301 N.S.)

**§54.0306 Abandoned Properties Regulations**

- (a) An *abandoned property* where code or public nuisance violations exist constitutes a *public nuisance* per se.
- (b) In determining whether a *vacant structure* or vacant lot meets the definition of *abandoned property*, the *Director* shall consider the length of vacancy as a factor contributing to the existence of a *public nuisance*.
- (c) A commercial *vacant structure* which meets the definition of an *abandoned property* as provided in this Division, shall continue to be deemed a *vacant structure* until there is a lawfully permitted business operating in the *vacant structure* on a daily basis. The *Director* may make an exception based on the nature of the particular business.
- (d) It is unlawful for any *responsible person* for an *abandoned property* to fail to lock, barricade or secure all doors, windows and other openings to any *vacant structure* on the property in accordance with the standards listed in this Division.

- (e) It is unlawful for any *responsible person* for an *abandoned property* to fail to remove from the entire property including the interior of any *vacant structure*, any of the following: *litter, waste, rubbish, solid waste, liquid waste, debris, unpermitted vehicles, storage not incidental to the corresponding zoning use for the property, or excessive vegetation as determined by a fire inspector to constitute a fire hazard.*
- (f) It is unlawful for any *responsible person* for an *abandoned property* to fail to erect fences, barriers, berms or other suitable means to discourage access and to discourage illegal dumping or littering on the property when requested by the *Director*.
- (g) It is unlawful for any owner of an *abandoned property* or any owner's agent to fail to file a *Letter of Agency* with the San Diego Police Department or to fail to update the *Letter of Agency* every six months.
- (h) It is unlawful for any *responsible person* for an *abandoned property* to fail to maintain the property in accordance with the abatement requirements listed in an Abatement Notice and Order or other written notice issued by the *Director*.
- (i) It is unlawful for any *responsible person* for an *abandoned property* to fail to maintain the property in accordance with the maintenance standards listed in this Division.

*(“Duty to Clean and Secure or Board” renumbered, retitled and amended from Sec. 54.0303, 5-28-1996 by O-18301 N.S.)*

*(Amended 2-7-2006 by O-19460 N.S.; effective 3-27-2006.)*

*(Retitled to “Abandoned Properties Regulations” and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)*

#### **§54.0307      Administrative Abatement Procedures and Maintenance Standards for Abandoned Properties**

- (a) Whenever the *Director* determines that an *abandoned property* exists within the City of San Diego upon which code or *public nuisance* violations exist, an Abatement Notice and Order may be sent to the *responsible person* directing the abatement of any *vacant structure* by cleaning and securing or boarding the *vacant structure* and removing conditions creating a *public nuisance* on the property or directing the abatement of any vacant lot by removing conditions creating a *public nuisance*. Boarding shall be done pursuant to the standards established in Section 54.0308 of this Division.-

- (b) The *Director* may also require as part of an Abatement Notice and Order or other written notice that the *responsible person* erect fences, barriers, berms or other suitable means to discourage access to the *abandoned property* and to discourage illegal dumping or littering on the property. The *Director* may also require the *responsible person* to post signs that prohibit trespassing, littering or illegal dumping.
- (c) The *Director* may also require as part of the Abatement Notice and Order or other written notice that the *responsible person* remove any *litter, waste, rubbish, solid waste, liquid waste*, debris, unpermitted storage, weeds which are over twelve inches in height or excessive vegetation from *the abandoned property*.
- (d) The *Director* may also require as part of the Abatement Notice and Order or other written notice that the *responsible person* remove any vehicles or additional items not listed in subsection (c) which are stored on the property in violation of the Land Development Code.
- (e) The *Director* may also require as part of the Abatement Notice and Order or other written notice, that the *responsible person* maintain the property free of *graffiti*, and paint over any *graffiti* with an exterior grade paint that matches the color of the exterior of the *vacant structure*.
- (f) The *Director* may also require as part of the Abatement Notice and Order or other written notice, that the *responsible person* keep any pools or spas on the property in working order so the water remains clear and free of pollutants and debris or drained and kept dry. Pools or spas must comply with the fencing requirements contained in Division 31, Article 5, Chapter 14 of this Code.
- (g) The *Director* may also require as part of the Abatement Notice and Order or other written notice, that the *responsible person* post a sign on the property. The sign shall be no less than 18" x 24" in size and shall contain lettering of a font size that is legible from a distance of 45 feet. The sign shall include all of the following information:
  - 1) the address of the property;
  - 2) that a *Letter of Agency* is on file with the San Diego Police Department; and
  - 3) the name and telephone number of the *responsible person* or designee, one of whom must be a *local contact*, such as the property manager, asset manager, or real estate agent or broker.

- (h) The *Director* shall follow the Administrative Abatement procedures for Time Frame One as provided in Division 6 of Article 2 of Chapter 1 of this Code. However, if the abatement involves a *vacant structure* which is a single family dwelling, then the time frame for compliance shall be fifteen (15) calendar days in accordance with California Health and Safety Code section 17980.9(b)(1).
- (i) If the *responsible person* does not comply with the Abatement Notice and Order, and no appeal is filed, the *Director* may: 1) clean and board any unsecured *vacant structure*; 2) remove all *litter, waste, rubbish, solid waste, liquid waste*, debris or excessive vegetation from the *abandoned property*; 3) remove all vehicles and items stored in violation of the Land Development Code; and 4) recover all costs pursuant to the procedures found in Division 6, Article 2 of Chapter 1 of this Code.
- (j) If the *Director* boards any *vacant structure*, all barricade materials supplied by the City shall become the property of the *responsible person* upon payment of all costs to the City.

*(“Administrative Abatement Procedures for Vacant and Unsecured Structures” renumbered and amended from Sec. 54.0305 on 5-28-1996 by O-18301 N.S.)  
(Amended 2-7-2006 by O-19460 N.S.; effective 3-7-2006.)  
(Retitled to “Administrative Abatement Procedures and Maintenance Standards for Abandoned Properties” and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)*

#### §54.0308 Standards for Boarding a Vacant Structure

Except as provided in Section 54.0308(i), the *responsible person* or *Director* shall board a *vacant structure* according to all of the following specifications and requirements:

- (a) Remove all *waste, rubbish* or debris from the interior of the *vacant structure*;
- (b) Remove all *waste, rubbish*, debris or excessive vegetation from the yards surrounding the *vacant structure*;
- (c) Barricade all unsecured doorways, windows or exterior openings with minimum 1/2 inch thickness exterior grade plywood which shall extend to the molding stops or studs;
- (d) Mount at least two wood stocks of minimum 2 x 4 inch thickness to the reverse face of the plywood with minimum 3/8 inch carriage bolts mated with nuts and two flat washers;

- (e) Extend the stock a minimum of eight (8) inches on each side of the interior wall;
- (f) Cause all hardware to be galvanized or cadmium plated;
- (g) Paint all exterior barricade material the predominant color of the structure;
- (h) Post the premises. One or more signs shall be posted at or near each entrance to the *vacant structure* and on fences or walls as appropriate. The signs shall remain posted until the *vacant structure* is either lawfully occupied or demolished. Signs shall contain the following information: DO NOT ENTER. It is a misdemeanor to enter or occupy this building or premises or to remove or deface this notice. Trespassers will be prosecuted. The sign shall be of a size of no less than 18" x 24" in size and the lettering shall be of a font size that is legible from a distance of 45 feet.
- (i) In lieu of requiring the *responsible person* to board a structure as set forth in Sections 54.0308(a) through (h), the *Director* may allow the *responsible person* to board the *vacant structure* in a manner in which the *Director* determines adequately prevents unauthorized entry or vandalism. In any event, a *responsible person* shall post the premises with signs as required by this Division, including as set forth in Section 54.0308(h).

(“*Standards for Boarding a Vacant Structure*” renumbered, retitled and amended from Sec. 54.0306 on 5-28-1996 by O-18301 N.S.)

(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

(Amended 5-5-2015 by O-20481 N.S.; effective 6-4-2015.)

#### §54.0309 Entry or Interference with Notice Prohibited

- (a) It is unlawful for any person to enter or occupy any structure or premises which has been posted pursuant to Section 54.0308(h), except to repair or demolish the structure under proper permit or for a purpose authorized by the owner.

(b) It is unlawful for any person to remove or deface any notice posted pursuant to Section 54.0308(h) until the required repairs or demolition have been completed or a Certificate of Occupancy has been issued.

*(Amended 7-19-1999 by O-18656 N.S.)*

*(Amended 5-5-2015 by O-20481 N.S.; effective 6-4-2015.)*

**§54.0310      Continuous Abatement Authority**

(a) If a *vacant structure* previously abated by a *responsible person* or the *Director* pursuant to a Notice and Order, again becomes unsecured and open to unauthorized entry, the *Director* may, without further notice to the *responsible person*, proceed to abate the *public nuisance* and recover costs as provided for in this Division.

(b) If an *abandoned property* again contains debris, *rubbish*, *waste*, or excessive vegetation, the *Director* may, without further notice to the *responsible person*, proceed to abate the *public nuisance* and recover costs as provided for in this Division.

(c) An Enforcement Hearing Officer may issue an Administrative Enforcement Order that would give the *Director* continuous abatement authority to: 1) abate a *vacant structure* which again becomes unsecured and open to unauthorized entry; or 2) abate an *abandoned property* if the property again contains debris, *rubbish*, *waste* or excessive vegetation. The Hearing Officer may establish notice requirements as may be reasonable.

*("Continuous Abatement Authority" renumbered, retitled and amended from Sec. 54.0112 on 5-28-1996 by O-18301 N.S.)*

*(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)*

**§54.0311 Abatement Cost**

- (a) Abatement costs shall include the cost to perform the actual work and the City's cost to administer any abatement.
- (b) Once the abatement is complete, the *Director* shall recover all abatement costs pursuant to the procedures found in Division 3, Article 3 of Chapter 1 of this Code.

*(“Abatement Cost” renumbered from Sec. 54.0310 on 5-28-1996 by O-18301 N.S.)  
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)*

**§54.0312 Continuous Public Nuisances**

Any *abandoned property* that was originally abated by the *responsible person's* voluntary actions or pursuant to a judicial or administrative order may be declared a permanent *public nuisance* by the *Director* if the property again contains debris, *rubbish, waste*, excessive vegetation or other conditions creating a *public nuisance*. Any *vacant structure* that was originally abated by the *responsible person's* voluntary actions or pursuant to a judicial or administrative order and continues to remain open and unsecured on a periodic basis, thereby requiring additional reinspections, clearing of the lot, or resecuring of the *vacant structure*, may be declared a permanent *public nuisance* by the *Director*. The *Director* may seek the abatement of any lot and the demolition of any *vacant structure* that become a continuous *public nuisance* by seeking a court order or following any of the administrative abatement procedures found in this Code.

*(“Continuous Public Nuisances” renumbered from Sec. 54.0313 on 5-28-1996 by O-18301 N.S.)  
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)*

**§54.0313      Duty to File a Statement of Intent**

- (a) The *Director* shall create and make available a form entitled *Statement of Intent* to be completed by the *responsible person* for an *abandoned property*.
- (b) The *responsible person* for an *abandoned property* shall complete the information required on the *Statement of Intent* and submit the statement to the City within thirty (30) calendar days of the date the *Director* determines the property meets the definition of *abandoned property* as provided in this Division. If an *abandoned property* remains in an abandoned state for more than three hundred sixty-five (365) calendar days from the date the first *Statement of Intent* was submitted, then a new *Statement of Intent* must be submitted, and annually thereafter until the property no longer meets the definition of an *abandoned property* as provided in this Division.
- (c) The *Director* shall determine whether a submitted *Statement of Intent* is complete and may require the *responsible person* to provide more complete information.
- (d) When a submitted *Statement of Intent* does not meet with the *Director*'s approval as it does not contain adequate information as required by this Section, the *responsible person* shall immediately correct and resubmit the *Statement of Intent*.
- (e) The *Statement of Intent* shall include the following information:
  - (1) expected period of vacancy;
  - (2) a plan for regular maintenance during the period of vacancy;
  - (3) a plan and time line for the lawful occupancy, rehabilitation or demolition of the *vacant structure*;
  - (4) a plan for the development or sale of the vacant lot if the *abandoned property* is a vacant lot;

- (5) complete ownership information and all contact information for persons responsible for the property including the name, telephone number and street address for any corporation, individual, *beneficiary* or *trustee* responsible for receiving payments associated with any loan or *Deed of Trust*. The *Statement of Intent* shall also include information regarding the property management company, servicing company, asset manager, or property preservation company responsible for the security, maintenance and marketing of the property; and
- (6) any additional information required by the *Director*.

(f) It is unlawful for a *responsible person* to:

- (1) fail to submit a *Statement of Intent* within the time period specified by Section 54.0313(b); or
- (2) fail to submit a *Statement of Intent* annually as required by Section 54.0313(b); or
- (3) submit a *Statement of Intent* which does not comply with the requirements of this Division.

(“*Duty to File a Statement of Intent*” added 5-28-1996 by O-18301 N.S.; corrected 1-23-1998.)

(Amended 2-7-2006 by O-19460 N.S.; effective 3-7-2006.)

(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

**§54.0314 Reinspection Fee**

The *Director* may periodically reinspect an *abandoned property* to ensure compliance with the provisions of this Division and all applicable court and administrative orders. The *Director* may assess a reinspection fee against the *responsible person* for the actual costs of each reinspection and continuous monitoring of the structure and premises as is reasonably necessary to determine compliance with the standards and procedures in this Division. The *Director* shall follow the reinspection procedures found in Division 1, Article 3 of Chapter 1 of this Code.

(“*Reinspection Fee*” renumbered from Sec. 54.0311 on 5-28-1996 by O-18301 N.S.)  
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

**§54.0315 Abandoned Property Penalty**

- (a) If an *abandoned property* is left in an abandoned state for ninety (90) consecutive calendar days, the *responsible person* for that *abandoned property* may be liable for a civil penalty in the amount of five hundred dollars (\$500) per property, not to exceed five thousand dollars (\$5,000) per property in a calendar year unless:
  - (1) a *Statement of Intent* has been filed and approved by the *Director*; and
  - (2) one of the following applies:
    - (A) a *vacant structure* exists on the property and it is the subject of an active building permit for repair or rehabilitation and the *responsible person* is proceeding diligently in good faith to complete the repair or rehabilitation;
    - (B) a *vacant structure* exists on the property and it is maintained in compliance with this Division and is actively being offered for sale, lease or rent;
    - (C) the *abandoned property* is a vacant lot and there has been no recurring code violations or nuisance activity; or
    - (D) the *responsible person* can demonstrate that he or she made a diligent and good faith effort to implement the actions set forth in the approved *Statement of Intent* within the time line contained within the *Statement of Intent*.

- (b) If the property continues to meet the definition of *abandoned property* as provided in this Division beyond the initial ninety (90) calendar days, and if the *responsible person* does not meet any of the exceptions set forth in this Section, the *Director* may continue to assess penalties in the following amounts: one thousand dollars (\$1,000) for the next ninety (90) calendar day period the property continues to meet the definition of an *abandoned property* as provided in this Division; one thousand five hundred dollars (\$1,500) for the next ninety (90) calendar day period; and two thousand dollars (\$2,000) for the next ninety (90) calendar day period that the property continues to meet the definition of an *abandoned property* as provided in this Division. At no time may the amount of the civil penalty exceed five thousand dollars (\$5,000) per property in a calendar year.
- (c) All penalties assessed shall be payable directly to the City Treasurer.
- (d) The City Manager shall develop policies and procedures for the implementation of this penalty.

*(“Boarded and Vacant Structure Penalty” added 5-28-1996 by O-18301 N.S.)*  
*(Amended 2-7-2006 by O-19460 N.S.; effective 3-7-2006.)*  
*(Retitled to “Abandoned Property Penalty” and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)*

#### §54.0316 Procedures for Abandoned Property Penalty

- (a) Whenever a *Director* determines that a property meets the definition of *abandoned property* as provided in this Division for more than ninety (90) consecutive calendar days, and the *responsible person* does not meet any of the exceptions set forth in Section 54.0315, a Notice of Abandoned Property Penalty may be issued to the *responsible person* for the property.
- (b) A separate Notice of Abandoned Property Penalty shall be issued for each subsequent penalty that may be assessed pursuant to Section 54.0315.
- (c) The Notice of Abandoned Property Penalty shall be served upon the *responsible person* by any one of the methods of service listed in San Diego Municipal Code Section 11.0301.

*(“Procedures for Boarded and Vacant Structure Penalty” added 5-28-1996 by O-18301 N.S.)*  
*(Retitled to “Procedures for Abandoned Property Penalty” and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)*

**§54.0317      Appeal of Abandoned Property Penalty**

An appeal of an *abandoned property* penalty shall follow the procedures set forth in Division 5 of Article 2 of Chapter 1 of this Code.

(“*Appeal of Boarded and Vacant Structure Penalty*” added 5-28-1996 by O-18301 N.S.)

(Retitled to “*Appeal of Abandoned Property Penalty*” and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

**§54.0318      Administrative Enforcement Hearing**

- (a) The appeal hearing shall follow the enforcement hearing procedures set forth in Division 4, Article 2 of Chapter 1.
- (b) The Enforcement Hearing Officer shall only consider evidence that is relevant to the following issues:
  - (1) whether the property meets the definition of *abandoned property* as provided in this Division for ninety (90) consecutive calendar days;
  - (2) whether a *Statement of Intent* has been filed and approved by the *Director*; and
  - (3) whether any of the exceptions set forth in Section 54.0315(a)(2)(A) through (D) have been met.
- (c) The Enforcement Hearing Officer may assess administrative costs.

(“*Administrative Enforcement Hearing*” added 5-28-1996 by O-18301 N.S.)  
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

**§54.0319      Failure to Pay Penalties**

The failure of any person to pay the penalty within the time specified in the Notice of Abandoned Property Penalty may result in the *Director* using any legal means to recover the civil penalties, including referring the matter to the City Treasurer to file a claim with the Small Claims Court.

(“*Failure to Pay Penalties*” added 5-28-1996 by O-18301 N.S.)  
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

**§54.0320 Allocation of Abandoned Property Penalty**

Administrative civil penalties collected pursuant to this Division shall be deposited in the civil penalties fund established pursuant to Section 13.0402 of this Code.

*(“Allocation of Vacant Building Penalty” added 5-28-1996 by O-18301 N.S.)  
(Retitled to “Allocation of Vacant Structure Penalty” and amended 2-7-2006 by O-19460 N.S.; effective 3-7-2006.)*

*(Retitled to “Allocation of Abandoned Property Penalty” 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)*

**§54.0321 Timely Rehabilitation of Abandoned Properties**

As authorized by California Health and Safety Code section 17980.9 (b)(1), the *Director* may require the demolition or expeditious rehabilitation of *vacant structures* which are single-family dwellings and deemed to be substandard as determined by an inspection by the *Director*.

*(“Timely Rehabilitation of Vacant Structures” added 2-7-2006 by O-19460 N.S.; effective 3-7-2006.)*

*(Retitled to “Timely Rehabilitation of Abandoned Properties” and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)*

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 20, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
POSITION DESCRIPTION	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

A job description for the new Human Resources Director position has been prepared.

**FISCAL IMPACT**

The FY17 Budget will not see any impact as vacancies will cover the cost of the position. There will be a request to increase the FY18 budget of \$45,500 for this position

**RECOMMENDATION**

Approval

**BACKGROUND**

The FY17 budget includes funding for a Human Resources Manager position. Because the position is currently vacant, it has been reevaluated. As a result, it is recommended that the position be reclassified to a Human Resources Director.

While the City's Human Resources function has evolved over the past several years, it has become increasingly more challenging to meet the organization's human capital needs. As such, staff has identified the need to transition Human Resources from a functional area to an independent department under the supervision of the Administrative Services Director. The Human Resources Director will be asked to shape a department that will build credibility and establish the trust and confidence of the City's leaders and employees. Because human capital is one of the City's primary resources, it is imperative that we ensure the proper selection, counseling, development, mentoring and evaluation of employees in order to achieve a cohesive work unit consistent with the City's mission, vision and values.

The proposed job description is attached for your review.

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Human Resources Director  
**POSITION REPORTS To:** Director of Administrative Services  
**POSITION SUPERVISES:** Human Resources Assistant

### DESCRIPTION:

Directly responsible for the overall administration, coordination, and evaluation of the Human Resources function including, recruitment, benefits, compensation, safety, training and development, workers' compensation, employee records management/Human Resources Information Systems, employee and labor relations and perform general HR duties as needed. Responsible for developing, implementing, and evaluating the Human Resources mission, vision, values, goals, strategic plan, programs, and policies. Supervise and mentor Human Resources Assistant who directly carries out program functions, serves as a member of the Management team, brings a human resources perspective and expertise to discussions on overall City policies and programs

### ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Serve as advisor to the City Administrator and Director of Administrative Services to provide HR perspective to discussions of city-wide programs and policies. Serve as liaison to Departments regarding HR policies, procedures, practices, and issues. Ensure compliance with relevant laws and regulations.
2. Monitor City-wide performance appraisal programs to ensure completion by management staff and consistency of results. Review all performance evaluations to ensure that evaluations are being used as an effective management tool.
3. Oversee and coordinate performance management activities. Counsel employees and managers on performance management issues. Assist supervisors with developing performance management strategies for specific situations (e.g. work plans, disciplinary actions, etc.).
4. Monitor and facilitate employee relations issues and counsel management accordingly. Coordination pre-disciplinary fact-finding and disciplinary hearings. Draft or assist supervisors in drafting disciplinary letters.
5. Research, develop, implement, and evaluate employee compensation and recognition programs and develop relevant programs and policies. Oversee compensation and classification studies.
6. Oversee Human Resources staff providing direction and expertise as needed. Hire, assign, and review duties; coach; mentor; evaluate staff; resolve problems; implement corrective action if necessary; and identify and provide training opportunities. Responsible for staffing, staff planning, conducting performance appraisals on direct reports in Human Resources Department, budgeting, ensuring compliance with training requirements, developing direct reports, and controlling department expenditures.
7. Serve as City's EEO/Affirmative Action specialist. Respond to complaints regarding protected class harassment or discrimination.
8. Administer collective bargaining agreements. Interpret contract provisions and apply to specific situations. Respond to questions from Managers and Employees regarding contract provisions and application. Act as liaison with union representatives to resolve labor/management issues.
9. Respond to grievances or assist Supervisors/Managers with grievance responses.
10. Serve as City Administrator's designee to respond to grievances that advance to the City Administrator. Prepare or assist with preparation for grievances.

11. Conducts special projects as assigned by the Director of Administrative Services.
12. Represents the City of La Vista by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner. Regard everyone, internal and external, as a customer and deliver the best service possible in a respectful and patient manner.
13. Performs other duties as directed or as the situation dictates.

#### **ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

The physical and environmental demands listed here are representative of those that must be met / tolerated by an employee to successfully perform the essential functions of the job.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to efficiently operate computers and various pieces of office equipment.
- In the performance of job duties, the employee is frequently required to sit; talk or hear; walk; use hands to finger, handle, or feel objects, tools, or controls; bend; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch, or crawl; talk and hear.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus.
- Occasional travel includes local and regional meetings, and regular visits to city departments.
- This position may regularly be required to work evenings and weekends.  
Operates a motor vehicle safely and legally.

#### **EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. A Bachelor's degree in Human Resources, Business Management, Public Administration, Psychology, Political Science, or other related field from an accredited school, including education or training in specific Human Resources topics and law (e.g. ADA, FLMA, FLSA, etc.)
2. Five years of experience in Human Resources, two (2) of which must be in a Human Resources Management position with supervisory responsibilities; or an equivalent combination of related education and experience.
3. A Master's degree in Human Resources Management is strongly preferred.

#### **KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of current human resources trends, developments and best practices. General knowledge of current techniques, practices, and principles in all aspects of personnel management, including labor relations; organizational design and behavior, theories of supervision.
2. Knowledge of the principles and practices of administrative management, including personnel rules, budgeting, procurement, contract management and employee supervision.
3. Legal, ethical and professional rules of conduct for human resource officers.
4. Communicating effectively in oral and written form; presenting facts and recommendations to top management, public groups, and Boards, verbally and in writing using the English language fluently; presenting to large audiences. Demonstrated skill in proficiently using the tools and equipment listed.
5. The ability to evaluate programs, policies and operational needs.

6. Ability to use initiative and independent judgment within established procedural guidelines.
7. Knowledge of and ability to operate a computer or other technology using standard or customized computer or systems software applications appropriate to the assigned tasks.
8. Ability to meet critical time deadlines.
9. Ability to assess and prioritize multiple tasks, projects and demands.
10. Ability to maintain confidentiality.
11. Ability to work a varying schedule, including nights and weekends.
12. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
13. Ability to maintain regular and dependable attendance on the job.

**Note: Physical examination and drug screening tests will follow all conditional offers of employment**

**Contributions this Position Makes to the City**

This position provides highly responsible assistance to the Director of Administrative Services and contributes to the success of the City by working closely with the City Management Team on complex and strategic initiatives dealing with the Human Resources.

**Disclaimer:**

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

I have read and understand the requirements of this position description.

Signature

Date