

LA VISTA CITY COUNCIL MEETING AGENDA  
July 5, 2017  
7:00 P.M.

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

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

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
  2. Approval of the Minutes of the June 20, 2017 City Council Meeting
  3. Approval of the Minutes of the May 17, 2017 Park & Recreation Advisory Committee Minutes
  4. Request for Payment – Upstream Weeds – Professional Services – Stormwater Outreach - \$825.00
  5. Request for Payment – Olsson Associates – Professional Services – 84<sup>th</sup> Street Redevelopment Site Preparation - \$21,505.31
  6. Request for Payment – Olsson Associates – Professional Services – City Centre Phase 1 Public Infrastructure - \$59,629.13
  7. Request for Payment – DLR Group – Professional Services – City Centre Parking Facilities - \$10,745.00
  8. Request for Payment – Anderson Excavating Co. – Construction Services - Demolition & Site Preparation – Mixed –Use Redevelopment Project Area - \$71,986.25
  9. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Phase 1 Golf Course Transformation - \$9,509.27
  10. Approval of Claims
- Reports from City Administrator and Department Heads
- B. 84<sup>th</sup> Street Redevelopment Area Phase 1 Tax Increment Financing – Mixed Use Redevelopment Project (Action on this item will be taken by the La Vista Community Development Agency) (Tabled from the June 20, 2017 meeting)
1. Resolution – Approve Phase 1A TIF Financing
  2. Resolution – Approve Phase 1B TIF Financing
- C. Application for Final Plat – Lot 2, Lakeview South II Replat 6 & S 1551.37 FT of Tax Lot 4 (NW of 145<sup>th</sup> & Meadows Blvd.)
1. Resolution – Approval of Final Plat
  2. Resolution – Approval of Subdivision Agreement
- D. Resolution - Release of Easements
- E. Resolution – Professional Services Agreement – Streetscape Plan for 84<sup>th</sup> Street
- F. Resolution – Design & Construction Phase Engineering Agreement – Amendment No. 1 – Public Improvement Redevelopment Project
- G. Resolution – Supplemental Agreement No. 2 – Architectural Services – Public Offstreet Parking Facilities – 84<sup>th</sup> Street Public Improvement Redevelopment Project
- H. Resolution – Interlocal Agreement – West Papio Trail – Giles Road to Millard
- I. Resolution – Award Contract – Big Papio Creek Temporary Siphon Repair
- J. Resolution – Sanitary Sewer Extension
- K. Resolution – Advertisement for Bids – Public Improvement Redevelopment Project – Phase 1 Pavement & Sewers
- L. Ordinance – Amend Compensation Ordinance
- M. Executive Session –Personnel; Strategy Session - Potential Real Estate Acquisition
- Comments from the Floor
  - Comments from Mayor and Council

- **Adjournment**

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

# MINUTE RECORD

A-2

No. 729 -- REDFIELD & COMPANY, INC. OMAHA E1310559LD

## LA VISTA CITY COUNCIL MEETING June 20, 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 20, 2017. Present were Councilmembers: Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, 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, and Finance Director Miserez.

A notice of the meeting was given in advance thereof by publication in the Times on June 7, 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.

### PRESENTATION – FIRE TRUCK DONATION

Dr. Joel Janssen and his wife Lynette presented the City with the first fire truck that was built for the La Vista Volunteer Fire Department. Mayor Kindig recognized and thanked the Janssen's for their donation. Also present was Dody McGinnis the wife of Ed McGinnis who was the Fire Chief at the time the truck was built. Dody was the City Clerk at the time.

### SERVICE AWARD – RAY CRANE – 20 YEARS

Mayor Kindig recognized Ray Crane for 20 Years of Service as an employee of the City of La Vista.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 6, 2017 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – APRIL 2017
4. REQUEST FOR PAYMENT - PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT – FEES COLLECTED JULY 1, 2016 THROUGH JUNE 30, 2017 - \$55,637.97
5. REQUEST FOR PAYMENT – YANO'S NURSERY – THOMPSON CREEK MAINTENANCE - \$5,000.00
6. REQUEST FOR PAYMENT – BLADE MASTERS GROUNDS MAINTENANCE, INC. – CONSTRUCTION SERVICES – GOLF COURSE TRANSFORMATION PHASE 1 GRADING – 243,486.00
7. REQUEST FOR PAYMENT - REQUEST FOR PAYMENT - PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT – HELL CREEK GRADE CONTROL STABILIZATION - \$210,865.37
8. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES – CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE – \$19,383.30
9. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE PARKING FACILITIES - \$55,100.32
10. REQUEST FOR PAYMENT – THOMPSON, DREESEN & DORNER, INC. – PROFESSIONAL SERVICES – 72<sup>ND</sup> STREET AND THOMPSON CREEK CULVERT REHABILITATION - \$886.00
11. REQUEST FOR PAYMENT – ACE PIPE CLEANING, INC. – CONTRACT SERVICES – 72<sup>ND</sup> STREET AND THOMPSON CREEK CULVERT REHABILITATION - \$31,819.75

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**12. REQUEST FOR PAYMENT – N L & L CONCRETE – CONSTRUCTION SERVICES – CITY PARKING DISTRICT ACCESS IMPROVEMENTS -**

**\$30,301.27**

**13. REQUEST FOR PAYMENT – HDR ENGINEERING INC. – PROFESSIONAL SERVICES – PUBLIC IMPROVEMENTS AND OTHER WORKS - \$24,512.15**

**14. APPROVAL OF CLAIMS**

ACCO UNLIMITED CORP, supplies	\$669.50
ACCURATE TESTING INC, services	\$401.00
ACTION BATTERIES, maint.	\$63.90
ANDERSON EXCAVATING CO, services	\$42,182.10
AOI CORP, services	\$4,814.39
A-RELIEF, services	\$462.00
ASPHALT & CONCRETE MATERIALS, maint.	\$142.94
BANK OF NEBRASKA, services	\$3,066.27
BARCAL, R., travel	\$95.69
BARONE SECURITY SYSTEMS, services	\$120.00
BAXTER CHRYSLER DODGE, maint.	\$160.69
BISHOP BUSINESS EQUIPMENT, services	\$2,442.82
BLACK HILLS ENERGY, utilities	\$305.25
BLUE CROSS BLUE SHIELD OF NEBR, services	\$375,303.49
BMI, services	\$342.00
BRIAN KINDLEY, services	\$40.00
BUETHE, P., travel	\$489.69
BUILDERS SUPPLY CO, services	\$89.37
CAPSTONE PRESS INC, books	\$775.06
CELEBRITY STAFFING, services	\$1,931.20
CENTER POINT PUBLISHING, books	\$43.14
CENTURY LINK BUSN SVCS, phones	\$87.73
CENTURY LINK, phones	\$43.00
CHILD'S WORLD INC, books	\$314.15
CHRIS MADDEN, services	\$1,650.00
CITY OF PAPIILLON, services	\$173,897.00
CLASS C SOLUTIONS GROUP, supplies	\$121.86
CNA SURETY, services	\$1,855.00
COLIBRI SYSTEMS, services	\$79.02
COMP CHOICE INC, services	\$1,875.72
CONSOLIDATED MANAGEMENT, services	\$29.91
COSGRAVE CO, services	\$50.45
COX COMMUNICATIONS, services	\$277.40
CULLIGAN OF OMAHA, services	\$25.00
DASH MEDICAL GLOVES, supplies	\$70.90
DIAMOND VOGEL PAINTS, bid&grnds	\$518.13
EBSCO INFORMATION, services	\$782.00
EDGEWEAR SCREEN PRINTING, apparel	\$858.20
ELAN FINANCIAL SERVICES, supplies/travel	\$52,434.38
ENTERPRISE FM TRUST, services	\$580.01
EVENT STAGING SYSTEMS LLC, services	\$2,200.00
EXPRESS DISTRIBUTION LLC, supplies	\$63.88
FEDEX, services	\$152.46
FILTER CARE, maint.	\$7.50
FIREGUARD INC, services	\$21.90
FIRST NATIONAL BANK FREMONT, bonds	\$197,947.25
FOCUS PRINTING, services	\$812.40
FOREMOST PROMOTIONS, services	\$65.00
GALE, books	\$264.64
GALLS LLC, apparel	\$89.99
GCR TIRES & SERVICE, maint.	\$120.08
GENUINE PARTS CO, maint.	\$769.89
GILMORE & BELL PC, services	\$2,500.00

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GREAT PLAINS UNIFORMS, apparel	\$120.00
HDR ENGINEERING INC, services	\$10,943.70
HEIMES CORP, services	\$14,820.00
HOBBY LOBBY STORES, supplies	\$78.28
HONG'S ALTERATION & DRY CLEANING, services	\$273.00
HSMC ORIZON LLC, services	\$750.00
HURST, J., travel	\$70.73
HY-VEE INC, supplies	\$216.50
INDUSTRIAL SALES CO, services	\$483.75
INFOGROUP, media	\$1,250.00
INGRAM LIBRARY SERVICES, books	\$2,472.34
INLAND TRUCK PARTS, maint.	\$101.87
INTERSTATE POWER SYSTEMS INC, maint.	\$92.10
JEBRO INC, services	\$27.60
JENNIFER GOSS, travel	\$14.42
KRIHA FLUID POWER CO, maint.	\$81.80
LARSEN SUPPLY CO, supplies	\$1,057.02
LCW PRODUCTIONS, services	\$150.00
LIBRA INDUSTRIES INC, supplies	\$65.00
LIFEGUARD STORE INC, supplies	\$223.23
LIGHT AND SIREN, services	\$857.00
LOGAN CONTRACTORS SUPPLY, maint.	\$130.00
LOU'S SPORTING GOODS, supplies	\$120.00
MANPOWER, services	\$2,273.75
MARCO INC, services	\$379.08
MARK A KLINKER, services	\$200.00
MARY HAGERUP, services	\$76.00
MAX I WALKER UNIFORM, services	\$619.34
MC CANN PLUMBING, bld&grnds	\$89.00
MENARDS-RALSTON, supplies	\$448.36
METROPOLITAN COMMUNITY COLLEGE, services	\$10,963.62
MIDLANDS LIGHTING & ELECTRIC, supplies	\$77.08
MIDWEST TAPE, media	\$559.98
MIDWEST TURF & IRRIGATION, bld&grnds	\$536.00
MNJ TECHNOLOGIES DIRECT INC, services	\$105.00
NE DEPT OF REVENUE, taxes	\$640.09
NEWMAN TRAFFIC SIGNS INC, services	\$61.00
NMC EXCHANGE LLC, services	\$2,444.10
NOBBIES INC, supplies	\$543.02
NOVA FITNESS EQUIPMENT, services	\$257.00
NUTS AND BOLTS INC, maint.	\$5.30
OCLC INC, media	\$129.42
OFFICE DEPOT INC, supplies	\$991.58
OMAHA COMPOUND CO, supplies	\$65.48
OMAHA WORLD-HERALD, services	\$2,439.35
ONE CALL CONCEPTS INC, services	\$292.47
OPPD, utilities	\$41,461.44
O'REILLY AUTOMOTIVE, maint.	\$86.54
PAPILLION SANITATION, services	\$2,577.90
PAYFLEX SYSTEMS, services	\$278.85
PAYLESS OFFICE PRODUCTS, supplies	\$179.94
PEPSI COLA CO, supplies	\$384.67
PITNEY BOWES, services	\$1,447.00
PLAINS EQUIPMENT GROUP, maint.	\$3,715.07
QP ACE HARDWARE, bld&grnds	\$2,131.87
REGAL AWARDS, services	\$52.95
SAPP BROS PETROLEUM, services	\$893.15
SARPY COUNTY COURTHOUSE, services	\$3,976.44
SARPY COUNTY FISCAL ADMIN, services	\$8,078.00
SCHOLASTIC BOOK FAIRS, supplies	\$650.00

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SHAMROCK CONCRETE CO, maint.	\$485.37
SIGN IT, services	\$967.80
SIRCHIE FINGER PRINT LABS, services	\$313.45
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$228.47
SPRINT, phones	\$119.97
SUPERIOR SPA & POOL, supplies	\$39.93
TED'S MOWER SALES, services	\$17.01
THOMPSON DREESSEN & DORNER, services	\$16,596.34
TITAN MACHINERY, services	\$45.80
TORNADO WASH LLC, services	\$895.00
TRANS UNION RISK, services	\$25.00
TRAVELERS, services	\$210.00
UNITE PRIVATE NETWORKS, services	\$3,850.00
UNITED RENT-ALL, services	\$1,686.81
US CELLULAR, services	\$487.77
WAL-MART, supplies	\$694.59
WICK'S STERLING TRUCKS, maint.	\$280.11

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reminded the Council that the next City Council meeting would be on Wednesday, July 5, 2017 at 7:00 pm due to the holiday.

City Clerk Buethe stated that the first City Council meeting in August would be on Wednesday, August 2, 2017 at 7:00pm. An informational meeting was held on June 20, 2017 for the fireworks applicants. Chief Building Inspector Sinnett, Fire Inspector Moffett, City Planner Solberg, Police Captain Waugh and City Clerk Buethe went over rules and regulations, paperwork requirements, safety of operations and crime prevention. Stands can begin selling fireworks on June 25 at 8am provided they have passed all inspections, paid their fees, and turned in all documents. The sale of fireworks is allowed June 25 through July 4, 2017, 8:00 am - 11:00 pm.

Director of Administrative Services Pokorny stated the first summer outdoor movie drew about 300 people. The next one will be July 7, 2017 with the concert featuring a John Denver & Johnny Cash Tribute band and the movie being "Rogue One".

Recreation Director Stopak stated the Splash Bash at the La Vista Swimming Pool would be held Sunday, June 25, 2017 from 1-4pm. Volunteers will need to be there by 12:15 pm to cook. There will be a DJ and free admission.

Chief Building Inspector Sinnett gave an overview of work done to 7727 Park View Boulevard and there was discussion on what has been done to this point.

Police Chief Lausten and Papillion Fire Chief Bowes gave an overview of the storm on Friday night and the clean-up efforts.

Director of Public Works Soucie went through the timeline of events from the Friday storm. Reported the streets were cleaned up by 10:00 pm and they took care of the traffic signals. Public Works then helped with the Papillion clean-up site and helped with curbside pick-up. A disaster declaration was done on Monday. Public Works also held their annual Open House on June 10, 2017 and had approximately 100 residents go through.

Street Supervisor Henkel stated the MUD water main install should be done by the end of August.

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## **B. RESOLUTION – AUTHORIZE 60 DAY EXTENSION TO RECORD A FINAL PLAT – WOODHOUSE PLACE (SW OF 144<sup>TH</sup> & GILES RD)**

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-069; 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.

Seconded by Councilmember Sheehan. Brent Beller representing Woodhouse stated they are waiting for an interlocal agreement to be completed. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick and Hale. Nays: None. Abstain: None. Absent: Frederick and Sell. Motion carried.

## **C. 84<sup>TH</sup> STREET REDEVELOPMENT AREA PHASE 1 TAX INCREMENT FINANCING – MIXED USE REDEVELOPMENT PROJECT (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)**

Councilmember Crawford motioned to table this agenda item by request of the developer until the July 5, 2017 City Council Meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Frederick and Sell. Motion carried.

## **D. RESOLUTION – TRAFFIC SIGNAL DESIGN – 96<sup>TH</sup> & BRENTWOOD**

Councilmember Hale introduced and moved for the adoption of Resolution No.17-070; 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

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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

Seconded by Councilmember Quick. Discussion was held on the placement of the traffic signal. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick and Hale. Nays: None. Abstain: None. Absent: Frederick and Sell. Motion carried.

## **E. RESOLUTION – AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT – TRAFFIC IMPACT STUDY**

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-071; 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.

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

## **F. RESOLUTION – AUTHORIZE LEASE - EXCAVATOR**

Councilmember Hale introduced and moved for the adoption of Resolution No.17-072; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LEASE OF ONE (1) 2017 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) 2017 Caterpillar

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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.

Seconded by Councilmember Quick. Discussion was held about the choice made between the excavator and a backhoe and the cost of the lease with final payment for purchase. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick and Hale. Nays: None. Abstain: None. Absent: Frederick and Sell. Motion carried.

## **G. DISCUSSION – VACANT BUILDING REGISTRATION CODE**

Community Development Director Birch gave an overview of the purpose of the vacant building registration code. She stated Lincoln covers vacant properties that are not being maintained. Councilmember Sheehan asked what the repercussions are if owner does nothing. Community Development Director Birch stated we could file liens against the building which would go through the court system to have it taken care of. Further discussion was held. Mayor Kindig asked Community Development to come back with a strong recommendation of what we should do regarding an ordinance.

## **H. POSITION DESCRIPTION**

Councilmember Crawford motioned to receive and file the position description for the position of Human Resources Director. Seconded by Councilmember Thomas. Councilmember Sheehan asked if we would still have a second person in Human Resources. Director of Administrative Services Pokorny stated yes. Councilmember Hale asked why we are not requiring a Master's degree. Director of Administrative Services Pokorny stated we are not always able to find one with a Master's degree. Councilmember Crawford stated his concern was how many additional staff this director would be allowed to hire. City Administrator Gunn stated we are looking for someone who can come in and help develop a vision. She stated that our employees are the biggest resource we have. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Quick. Nays: Hale. Abstain: None. Absent: Frederick and Sell. Motion carried.

## **I. EXECUTIVE SESSION – LAND ACQUISITION; PERSONNEL; CONTRACT NEGOTIATIONS**

Mayor Kindig stated there would be no Executive Session.

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **COMMENTS FROM MAYOR AND COUNCIL**

There were no comments from the Mayor and Council.

At 8:27 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Sheehan. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Frederick and Sell. Motion carried.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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

City of La Vista  
Park & Recreation Advisory Committee Minutes  
May 17, 2017

A meeting of the Park and Recreation Advisory Committee for the City of LaVista convened in open and public session at 7:00 p.m. on May 17, 2017. Present was Director Scott Stopak, Assistant Director David Karlson, Program Coordinators Ryan South and Denny Dinan, Rob George, Public Works Parks Dept. Advisory Board Members present were Chairperson Pat Lodes, Members Greg Johnson, Gene Svensen, and Jeff Kupfer.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on May 10, 2017. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated, in advance notice, to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

CALL TO ORDER

Director Stopak called the meeting to order.

Stopak led the audience in the Pledge of Allegiance.

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

A. CONSENT AGENDA

1. Director Stopak asked for a motion to approve the Minutes and Program Information from the March 15, 2017 meeting. Motion made by Chairperson Lodes. Seconded by Member Svensen. All Aye. Motion carried.

2. REPORTS FROM RECREATION DIRECTOR AND STAFF

- Assistant Director Karlson reported on special programs, events and the Senior Center.
  - Preschool Playtime met 9 times in April and had 217 preschoolers and 170 adults with an average of over 24 preschoolers and 19 adults attend each session.
  - Ms. Jen from the Library hosted her monthly Preschool Story-time and Sing Along on the first Thursday of the month and had 20 preschoolers and 14 parents attend.
  - Preschool Egg Decorating had 34 preschoolers and 28 adults participate.
  - The annual Easter Egg Hunt was held on Saturday April 15; with the near perfect weather, we once again drew a huge crowd.
  - The Arbor Day celebration was held on April 28, and had a crowd of over 40 preschoolers and adults joining us for an outdoor story-time and tree planting. The new tree planted this year was donated by Modern Woodmen of America. Bob Dreessen from TD2 Consulting Engineers and Land Surveyors was our guest story-

time reader. TD2 has been a great friend to the City of La Vista for many years. This year marks the company's 50th year in business, and to help celebrate they have donated 25 trees to La Vista. After the story, we had a small gift for all of the kids who attended. Some of the people then joined us down at City Park where the City planted TD2's trees along Thompson Creek.

#### Senior Center

- Throughout the month, for a small donation, Seniors are able to enjoy a wonderful lunch catered by Valley Food Services on Monday, Wednesday and Friday. They also play Bingo on Mondays and Fridays, Coloring Book Club on Monday morning, Chair Volleyball on Wednesdays and Fridays, participate in Tai Chi on Tuesday's and Thursday's, and play Pinochle on the first and last Wednesdays of the month. Seniors may also join in on the Quilting and Sewing group on Wednesdays, and Book Club on Friday mornings. On the 2<sup>nd</sup> Wednesday of each month, the Sarpy/Cass Department of Health & Wellness Senior CARE Clinic is at the Center, providing foot care and other miscellaneous health care to seniors for a minimal fee.
  - Our new program "Book Time for Adults" is continuing to grow as Ms. Marjie Shaw from the library comes in every Friday morning to read short stories and poems to the seniors.
  - On Wednesday, April 5, four nursing students from Methodist Nursing School came and performed blood pressure check for the seniors.
  - On Wednesday, April 12, our monthly Senior Foot care and Wellness clinic had nine seniors participate.
  - On Wednesday, April 12 Merrymakers performer John Worsham performed for 26 seniors.
  - On Wednesday, April 19, the same nursing students from Methodist that came on April 5, visited the senior center again to make a presentation on joint care to a group of 24 seniors. In addition to the presentation, they also performed blood pressure and glucose tests.
  - On Tuesday, April 25, 12 seniors joined us on our monthly movie outing to see the movie "A Dogs Purpose".
- Denny Dinan, Recreation Dept. discussed youth and adult sports, and special events.
- Adult Women's Volleyball: We are in week 6 of a 7-week new Spring Volleyball session. We have 8 teams, 5 of which are returning teams and 3 are new teams.
  - Major League Baseball's Pitch, Hit & Run Competition was held on Saturday, April 22 at 11a.m. at the La Vista Sports Complex. This is was our 2<sup>nd</sup> PH&R event that we again hosted in conjunction with Sarpy County Tourism. We had 10 participants. Next year we plan on getting additional baseball groups involved such as Papillion Recreation Organization and the Ralston Area Baseball Association, which should help us to increase the number of participants.
  - Youth Boy's Baseball: We have a total of 7 teams with 93 kids: Games start on April 29. We have two 7/8 Yearling teams, two 9/10 Mustang teams, 2 – 11/12 Bronco teams and one 13/14 Pony team.

- Youth Spring Co-ed Flag Football: We have a total of 6 teams and 67 kids. Games started on Saturday, April 22: We have two K-2 grade teams, three 3/4 grade teams, and one 5/6 grade team.
  - 3-Year Old Soccer Clinic: The season finished on April 29. We had 12 kids participating in the clinic.
  - 4/5 Youth Soccer Academy & 6/7 Youth Soccer League: Finished the season on May 9. We had 56 kids participating in the 4/5 academy and 27 kids participated in the 6/7 league this spring. On Saturday, May 6 we had a La Vista Police Dept. motorcycle and cruiser and on Tuesday, May 9 we had a Papillion/La Vista firetruck at the sports complex to meet and greet the kids as they came to and from the fields.
  - Girls Softball: We will be playing in the Rainbow Softball League again this season. This season we have 4 teams with 53 kids: one 8U, two 10U and one 18U team. Games started on May 5.
  - Adult Softball: We have Sunday Men's (8 teams), Tuesday Men's (4 teams), and Thursday (4 teams) Men's Double Header league that started games on April 9.
  - OGLBT Adult Softball League: New league this year with 8 teams playing on Wednesday nights starting on May 2.
  - Senior Men's Softball League: This league plays on Monday and Wednesday nights as well as Friday mornings.
  - Youth Co-ed T-ball (ages 5/6): Registration deadline was Saturday, May 13. Currently we have 4 teams with 44 kids. We are in the process of identifying coaches and forming teams. Games will begin in June.
- Ryan South, Program Coordinator discussed special events.
- This year Splash Bash will be held on June 25<sup>th</sup> from 1pm-4pm at the pool.
  - The Urban Scramble Adventure Race will be held on July 29<sup>th</sup> this year.
  - The 2<sup>nd</sup> Pump & Run is in the planning stages. There will be a new route this year, since the La Vista Falls golf course is closed. Patriarch Brewery and Infusion Brewery will be working with us again this year. This event will be held during the fall months.
- Rob George, Parks Superintendent, updated the Board Members on activities the Parks Dept. have been working on.
- Water is in the pool and it is being readied for the May 27<sup>th</sup> opening.
  - Parks are being mowed, and everything getting cleaned up and ready for Salute to Summer.
- Scott Stopak, Recreation Director
- Scott updated the Board on the upcoming activities for Memorial Day weekend and Salute to Summer: The Hot Wheels Races will be on Thursday at 6pm at the Community Center. Also, the Honor Our Heroes event will be on the south side of City Hall at the Blue Star Memorial.

- Friday, May 26<sup>th</sup> is the Community Cookout/Fireworks and Car Show. The cookout begins at 5:30pm with the band "Velvet Crush" playing. Food will be served at 6pm. The band will play until 8:30, along with Bounce Houses, climbing wall, face painting and book give-away. Games will also be played over in the grass area, with Scott, Ryan and others helping out with that. The car show will be held across the grassy area at the La Vista Keno parking lot. They will also have a live band. Fireworks will be at dusk (around 9:30pm).
- The Mayor's VIP Luncheon will be held on Saturday morning, May 27<sup>th</sup> at 11 am at Central Park tennis courts. This is a RSVP luncheon by invitation, in which all board members are invited.
- The parade is at 1pm
- The pool will open at 4 pm on Saturday.
- The carnival and Salute to Summer ends on Sunday.

#### COMMENTS FROM THE FLOOR

None.

#### COMMENTS FROM COMMITTEE MEMBERS

Director Stopak informed the Board that Mayor Kindig asked him to attend the Mid-America Athletic Trainers Assn. (MAATA) convention on Friday at the Embassy Suites, and to read his proclamation that March will be the National Athletic Trainers month in La Vista.

Member Kupfer motioned for adjournment. Seconded by Chairperson Lodes. All ayes. Motion carried. Adjourned at 7:25 p.m.

**Upstream Weeds**

3942 N. 66<sup>th</sup> Street  
Omaha, NE 68104  
Phone 402-881-6919  
Email: Chris@upstreamweeds.com



**INVOICE #: 058**  
DATE: JUNE 20, 2017

TO John Kottmann, City Engineer  
City of La Vista, Nebraska  
Public Works Department  
9900 Portal Road  
La Vista, NE 68128

CLIENT PURCHASE ORDER #	PROJECT	INVOICING TERM
N/A	Papillion - La Vista Stormwater Outreach	06/01/2017 - 06/30/2017

SERVICES & PRODUCTS	SPECIFIC DESCRIPTION	QUANTITY	UNIT PRICE	LINE TOTAL
<b>Outreach Event Participations and Hosting:</b>				
Direct Youth Educational Involvement and Engagement programming:				
	La Vista West Elementary 5 <sup>th</sup> grade Bio Blitz		33.00	
<b>Public Promotion and Outreach programming:</b>				
	La Vista's <i>Salute to Summer</i> festival		33.00	
	<b>Papillion Days</b> carnival (Prep & Execution; Sat & Sun where Inexecutable due to storm damage)	21	33.00	693.00
	La Vista Public Works Day (Prep & Execution)	8	33.00	264.00
	Informational Tours and Presentation: Site Scouts:	12	33.00	396.00
	Thompson Creek, Botanical Survey; Thompson Creek, Preliminary Scout for tour; Prairie Queen, walking trail scout of senior tour; and Walnut Creek, walking trail scout			

**Engagement Initiatives and Programs:**

Maintain and refine PLVSO's online presence:

Papillion Farmers Market	-	33.00	
World "O" Water booth	-	33.00	
<b>Engagement Initiatives and Programs:</b>			
Maintain and refine PLVSO's online presence:			
Website coordination and maintenance	-	33.00	
Social media activities	-	33.00	
CrowdHydrology	-	33.00	
<b>Rain Barrel programs</b>	<b>4</b>	<b>33.00</b>	<b>132.00</b>
Thompson Creek Learning Station Signage	-	33.00	
Promotional Video production	-	33.00	
PLVSO Activity & Funding Amplification			
Papillion-La Vista High School involvement	-	33.00	
Papillion La Vista Foundation afterschool and summer school activities	-	33.00	
Expanding Elementary involvement	-	33.00	
<b>Direct Account Administration:</b>			
Contract Management & Maintenance:			
Grant Applications:			
Meetings, emails, strategic planning, etc.	-	33.00	
Research, coordination, compilation, and text creation for 5 grant opportunities	3	33.00	99.00
<b>Documentation &amp; Reporting:</b>			
Annual Report prep	2	33.00	66.00

Sub Total	\$1,650.00
50% Cost Share paid by Papillion	(\$825.00)
<b>Total Due</b>	<b>\$825.00</b>

O.K. to pay  
JMK 6-22-2017  
02.43.0505

Payments are due upon receipt.

Please make all checks available to Chris Madden dba Upstream Weeds



**Invoice**



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

May 26, 2017  
 Invoice No: 278385

**Invoice Total \$21,505.31**

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

OA Project No. A16-0546 City of LaVista 84th Street Redevelopment Site Preparation  
 Professional services rendered March 12, 2017 through May 6, 2017 for work completed in accordance with agreement dated June 21, 2016.

Survey verification time spent on earthwork check at City's request.

Phase 100 Survey Verification

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	5,000.00	5,000.00
Limit			5,000.00
	<b>Total this Phase</b>		<b>0.00</b> ✓

Phase 110 Survey (Post Construction Verification)

<b>Labor</b>				
		<i>4.5</i>	<i>60.00</i>	<i>= 270.00</i>
		<i>6.75</i>	<i>100.00</i>	<i>= 675.00</i>
				<i>= 945.00</i>
				<i>O.K. PARK</i>
	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Technician	14.25	100.00	945.00	
Group Leader	1.00	112.00	112.00 ✓	
1-Man Survey Crew w/ GPS	6.00	110.00	660.00 ✓	
2-Man Survey Crew w/ GPS	16.50	150.00	2,475.00 ✓	
Totals	34.75		4,192.00	
<b>Total Labor</b>			<b>4,192.00</b> ✓	

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	4,192.00	0.00	4,192.00
Limit			10,000.00
Balance Remaining			5,808.00
	<b>Total this Phase</b>		<b>\$4,192.00</b> ✓

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	278385
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Phase	200	Utility & Tennant Coordination
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**Labor**

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	.25	157.00	39.25
Totals	.25		39.25
<b>Total Labor</b>			<b>39.25</b>

<b>Billing Limits</b>	Current	Prior	To-Date
Total Billings	39.25	11,920.75	11,960.00
Limit			15,000.00
Balance Remaining			3,040.00
<b>Total this Phase</b>			<b>\$39.25</b>

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Phase	210	Preliminary Construction Documents
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<b>Billing Limits</b>	Current	Prior	To-Date
Total Billings	0.00	13,168.25	13,168.25
Limit			15,000.00
Balance Remaining			1,831.75
<b>Total this Phase</b>			<b>0.00</b>

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Phase	220	Final Construction Documents
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**Labor**

	Hours	Rate	Amount
Assistant Professional			
Niewohner, Philip	10.00	88.00	880.00
Totals	10.00		880.00
<b>Total Labor</b>			<b>880.00</b>

<b>Billing Limits</b>	Current	Prior	To-Date
Total Billings	880.00	29,128.00	30,008.00
Limit			30,000.00
<b>Over Limit Adjustment</b>			<b>-8.00</b>
<b>Total this Phase</b>			<b>\$872.00</b>

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Phase	300	Project Management
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	0.00	20,000.00	20,000.00	
Limit			20,000.00	
<b>Total this Phase</b>				<b>0.00</b>

Phase 400 On-Site Construction Administration

**Labor**

	Hours	Rate	Amount	
Construction Services Senior Manager	4.25	150.00	637.50	
Construction Services Senior Technician	22.00	70.00	1,540.00	
Senior Engineer	14.50	140.00	2,030.00	
Totals	40.75		4,207.50	
<b>Total Labor</b>				<b>4,207.50</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	4,207.50	10,000.00	14,207.50	
Limit			23,500.00	
Balance Remaining			9,292.50	
<b>Total this Phase</b>				<b>\$4,207.50</b>

Phase 410 SWPPP Inspections

**Labor**

	Hours	Rate	Amount	
SWPPP Inspections	9.00	60.00	540.00	
Totals	9.00		540.00	
<b>Total Labor</b>				<b>540.00</b>

**Unit Billing**

Field Vehicle	40.0 Miles @ 0.75	30.00	
<b>Total Units</b>		<b>30.00</b>	<b>30.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	570.00	1,700.00	2,270.00	
Limit			8,000.00	
Balance Remaining			5,730.00	
<b>Total this Phase</b>				<b>\$570.00</b>

Phase 420 On-Site Construction Observation

**Labor**

	Hours	Rate	Amount	
Technician	8.00	50.00	400.00	
Project Manager	4.75	115.00	546.25	
Construction Services Senior Technician	136.00	70.00	9,520.00	
Totals	148.75		10,466.25	
<b>Total Labor</b>				<b>10,466.25</b>

**Unit Billing**

Field Vehicle	789.0 Miles @ 0.75		591.75	
Field Vehicle	31.0 Miles @ 0.75		23.25	
<b>Total Units</b>			<b>615.00</b>	<b>615.00</b>

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	11,081.25	13,417.50	24,498.75	
Limit			37,500.00	
Balance Remaining			13,001.25	
			<b>Total this Phase</b>	<b>\$11,081.25</b>

Phase            430            Special Inspections / Testing

**Unit Billing**

Atterberg Limit				
1 Test @ \$75/Test			75.00	
P-200 Sieve Test				
1 Test @ \$40/Test			40.00	
Standard Proctor				
1 Test @ \$150/Test			150.00	
<b>Total Units</b>			<b>265.00</b>	<b>265.00</b>

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	265.00	2,266.00	2,531.00	
Limit			6,000.00	
Balance Remaining			3,469.00	
			<b>Total this Phase</b>	<b>\$265.00</b>

Phase            900            Expenses

**Reimbursable Expenses**

Personal Vehicle Mileage			6.96	
<b>Total Reimbursables</b>			<b>6.96</b>	<b>6.96</b>

**Unit Billing**

Field Vehicle	228.0 Miles @ 0.75		171.00	
Field Vehicle	16.0 Miles @ 0.75		12.00	

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project A16-0546 LaVista 84th St Site Preparation Invoice 278385

Field Vehicle 39.0 Miles @ 0.75 29.25  
Duplication-KIP 84.0 Feet @ 0.20 16.80  
Survey Supplies 42.30  
Total Units 271.35 271.35

Billing Limits Current Prior To-Date  
Total Billings 278.31 3,690.22 3,968.53  
Limit 10,000.00  
Balance Remaining 6,031.47

Total this Phase \$278.31 ✓

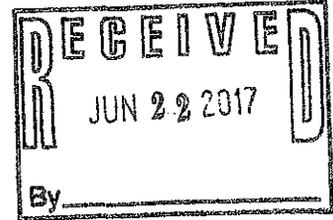
AMOUNT DUE THIS INVOICE \$21,505.31

Authorized By: Eric Galley

O.K. to pay  
JMK 6-23-2017  
CD-17-007  
05.71.0908,003

A-6

**Invoice**



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

June 19, 2017  
Invoice No: 278591  
**Invoice Total \$59,629.13**

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 May 7, 2017 through June 10, 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

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Phase 200 Phase 1 Infrastructure Design

**Labor**

	Hours	Rate	Amount
<b>Principal</b>			
Egelhoff, Anthony	18.50	176.00 ✓	3,256.00 ✓
Galley, Eric	6.00	176.00	1,056.00 ✓
Olsen, Jon	18.00	176.00	3,168.00 ✓
Underwood, James	20.00	185.00	3,700.00 ✓
<b>Assistant Professional</b>			
Golka, Michael	105.00	106.00 ✓	11,130.00 ✓
Luchtel, Michael	33.75	88.00 ✓	2,970.00 ✓
Niewohner, Philip	77.25	88.00	6,798.00 ✓
<b>CAD Operator</b>			
Ostrander, Sarah	77.25	48.00 ✓	3,708.00 ✓
Turek, Zachary	172.75	48.00	8,292.00 ✓
Vela, Jacob	2.25	48.00	108.00 ✓
Totals	530.75		44,186.00 ✓
<b>Total Labor</b>			<b>44,186.00 ✓</b>
		<b>Total this Phase</b>	<b>\$44,186.00</b>

-----  
Phase 300 Project Management

**Labor**

	Hours	Rate	Amount
<b>Principal</b>			
Egelhoff, Anthony	60.50	176.00 ✓	10,648.00 ✓
Galley, Eric	9.00	176.00	1,584.00 ✓
Rolling, Christopher	5.50	176.00	968.00 ✓
Schnackenberg, Edward	3.75	176.00	660.00 ✓
<b>Assistant Professional</b>			
Golka, Michael	5.00	106.00 ✓	530.00 ✓
Niewohner, Philip	1.50	88.00 ✓	132.00 ✓
<b>CAD Operator</b>			
Ostrander, Sarah	16.00	48.00 ✓	768.00 ✓
<b>Totals</b>	101.25		15,290.00 ✓
<b>Total Labor</b>			<b>15,290.00 ✓</b>
		<b>Total this Phase</b>	<b>\$15,290.00</b>

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Phase	400	Construction Services	
		<b>Total this Phase</b>	<b>0.00</b>

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Phase	900	Expenses	
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**Reimbursable Expenses**

Personal Vehicle Mileage		13.92	
<b>Total Reimbursables</b>		<b>13.92</b>	<b>13.92</b>

**Unit Billing**

Duplication-KIP	696.057 Feet @ 0.20	139.21	
<b>Total Units</b>		<b>139.21</b>	<b>139.21</b>
		<b>Total this Phase</b>	<b>\$153.13 ✓</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	59,629.13	141,271.26	200,900.39
Limit			438,000.00
Balance Remaining			237,099.61

**AMOUNT DUE THIS INVOICE \$59,629.13 ✓**

**Outstanding Invoices**

Number	Date	Balance
277948	5/25/2017	19,383.30
<b>Total</b>		<b>19,383.30</b>

O.K. to pay  
 JMK 6-26-2017  
 CD-17-008  
 05.71.0909.003

A-7

**Invoice**



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

June 9, 2017  
Project No: 10-17105-00  
Invoice No: 0135997

*OK  
KRW*

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

Billing Period: May 1, 2017 to May 31, 2017

**Professional Personnel**

	Hours	Rate	Amount
Senior Expert	10.00	235.00 ✓	2,350.00 ✓
Architecture-Professional	30.00	145.00 ✓	4,350.00 ✓
Structural Engineering-Professional	2.00	145.00 ✓	290.00 ✓
Administration-Professional Support	1.00	115.00 ✓	115.00 ✓
Totals	43.00		7,105.00 ✓
<b>Total Labor</b>			<b>7,105.00 ✓</b>

**Consultants**

AGA Consulting, Inc.	3,640.00
<b>Total Consultants</b>	<b>3,640.00 ✓</b>

**Billing Limits**

	Current	Prior	To-Date
Labor	7,105.00	79,302.50	86,407.50
Limit			97,800.00
Consultants	3,640.00	49,920.00	53,560.00
Limit			57,200.00
Total Billings	10,745.00	129,222.50	139,967.50
Limit			155,000.00
Remaining			15,032.50

**Total this Invoice \$10,745.00 ✓**

**Outstanding Invoices**

Number	Date	Balance
0134579	5/10/2017	55,100.32
<b>Total</b>		<b>55,100.32</b>

*O.K. to pay  
BANK 6-26-2017  
CD-17-008  
05.71.0909.003*

**Billings to Date**

	Current	Prior	Total
Labor	7,105.00	79,302.50	86,407.50
Consultant	3,640.00	49,920.00	53,560.00
Expense	0.00	1,414.89	1,414.89
<b>Totals</b>	<b>10,745.00</b>	<b>130,637.39</b>	<b>141,382.39</b>

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

TO OWNER:  
City of LaVista, NE  
8116 Park View Blvd.  
LaVista, NE 68108  
FROM CONTRACTOR:  
Anderson Excavating Co.  
1920 Dorcas St.  
Omaha, NE 68108  
CONTRACT FOR:

PROJECT: Demolition & Site Prep  
Mixed-Use Redevelopment Project Area  
CD-17-007

APPLICATION NO: 7  
PERIOD TO: 42886

VIA ARCHITECT: Olsson Associated  
3111 South 67th St, Suite 200  
Omaha, NE 68106

PROJECT NOS: 016-0546

CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

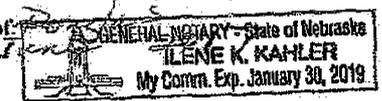
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

1. ORIGINAL CONTRACT SUM	\$	1,092,235.10
2. Net change by Change Orders	\$	(33,249.60)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,058,985.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	871,054.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	\$40,552.70
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	40,552.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	770,501.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	699,515.05
8. CURRENT PAYMENT DUE	\$	71,986.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	288,484.20

CONTRACTOR:

By: Virginia M. Anderson Date: 6/28/17

State of: Nebraska County of: Franklin  
Subscribed and sworn to before me this 26<sup>th</sup> day of June  
Notary Public: Ilene K. Kahler  
My Commission expires: 1-30-19



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect'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.

AMOUNT CERTIFIED ..... \$ 71,986.25

(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.)

ARCHITECT: ENGINEER  
By: Tommy Smith Date: 6/28/17  
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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		(\$39,405.00)
Total approved this Month	\$6,155.40	
TOTALS	\$6,155.40	(\$39,405.00)
NET CHANGES by Change Order	(\$33,249.60)	

Consent Agreed 7/5/17

A-8

A9



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

INVOICE

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

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

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

Invoice number 121314  
Date 06/19/2017

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

Professional Services from May 15, 2017 through June 11, 2017

PO #17-0089

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Construction Staking	20,000.00	3,601.70	13,350.00	3,048.30
Construction Administration	4,000.00	1,092.34	1,962.99	944.67
Construction Observation	5,000.00	0.00	3,332.55	1,667.45
Construction Testing/Geotechnical Observation	120,000.00	5,280.85	112,224.55	2,494.60
Erosion Control Monitoring and Reporting Services	7,500.00	1,269.20	5,797.75	433.05
Grading "As-Built" Drawings	3,500.00	0.00	3,500.00	0.00
3D Visualization	3,500.00	3,500.00	0.00	0.00
Additional Design Team Meeting Attendance	2,000.00	921.45	571.05	507.50
Construction Phase Progress Meeting Attendance	7,500.00	930.80	6,155.50	413.70
<b>Total</b>	<b>173,000.00</b>	<b>16,596.34</b>	<b>146,894.39</b>	<b>9,509.27</b>

Invoice total 9,509.27

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
121314	06/19/2017	9,509.27	9,509.27				
	<b>Total</b>	<b>9,509.27</b>	<b>9,509.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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  
Bank 6-28-2017  
05.71.0916.003

Consent Agenda 7/5/17 (pb)

User: AHultberg

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
66(E)	06/21/2017	BLUE CROSS BLUE SHIELD OF NEBR	91,668.76	N
67(E)	06/21/2017	ELAN FINANCIAL SERVICES	144.78	N
68(E)	06/21/2017	MANPOWER	2,637.55	N
69(E)	06/21/2017	TOSHIBA FINANCIAL SERVICES	127.40	N
124359	06/21/2017	ACE PIPE CLEANING INC	31,819.75	N
124360	06/21/2017	BAXTER CHRYSLER DODGE JEEP RAM	45.75	N
124361	06/21/2017	BLADE MASTERS GROUNDS MNTNC IN	243,486.00	N
124362	06/21/2017	CENTURY LINK	505.04	N
124363	06/21/2017	DLR GROUP	55,100.32	N
124364	06/21/2017	HDR ENGINEERING INC	24,512.15	N
124365	06/21/2017	NEBRASKA LAW ENFORCEMENT	1,000.00	N
124366	06/21/2017	NL & L CONCRETE	30,301.27	N
124367	06/21/2017	OLSSON ASSOCIATES	19,383.30	N
124368	06/21/2017	PAPIO-MO RIVER NRD STORM WATER	266,503.34	N
124369	06/21/2017	POKORNY, KEVIN L	236.00	N
124370	06/21/2017	THOMPSON DREESSEN & DORNER	886.00	N
124371	06/21/2017	TOSHIBA FINANCIAL SERVICES	138.00	N
124372	06/21/2017	YANO'S NURSERY	5,000.00	N
70(E)	07/05/2017	ELAN FINANCIAL SERVICES	22,401.05	N
78(E)	07/05/2017	ENTERPRISE FM TRUST	580.01	N
79(E)	07/05/2017	MANPOWER	1,182.35	N
80(E)	07/05/2017	MARCO INCORPORATED	159.00	N
81(E)	07/05/2017	TOSHIBA FINANCIAL SERVICES	127.40	N
124373	07/05/2017	911 CUSTOM LLC	12,744.70	N
124374	07/05/2017	A TO Z DATABASES	909.00	N
124375	07/05/2017	A-RELIEF SERVICES INC	378.00	N
124376	07/05/2017	AA WHEEL & TRUCK SUPPLY INC	20.05	N
124377	07/05/2017	ACCO UNLIMITED CORP	289.80	N
124378	07/05/2017	ACCURATE TESTING INC	556.40	N
124379	07/05/2017	AED ZONE	380.00	N
124380	07/05/2017	ASPHALT & CONCRETE MATERIALS	439.51	N
124381	07/05/2017	AWAREITY	99.00	N
124382	07/05/2017	BABER, BRAD	133.30	N
124383	07/05/2017	BAXTER FORD 144TH & I-80	211.30	N
124384	07/05/2017	BISHOP BUSINESS EQUIPMENT	3,153.84	N
124385	07/05/2017	BLACK HILLS ENERGY	1,798.70	N
124386	07/05/2017	BRITE IDEAS DECORATING	12,740.45	N
124387	07/05/2017	BRODART COMPANY	117.92	N
124388	07/05/2017	JAMIE BROWN	86.99	N
124389	07/05/2017	BRYAN ROCK PRODUCTS	1,644.33	N
124390	07/05/2017	CELEBRITY STAFFING-OMAHA	1,382.40	N
124391	07/05/2017	CENTER POINT PUBLISHING	309.78	N
124392	07/05/2017	CENTURY LINK	281.16	N
124393	07/05/2017	CENTURY LINK BUSN SVCS	17.07	N
124394	07/05/2017	CITY OF OMAHA	343,989.82	N
124395	07/05/2017	CITY OF PAPIILLION	10,233.43	N
124396	07/05/2017	CLARK, CALEB	90.00	N
124397	07/05/2017	CNA SURETY	1,177.50	N
124398	07/05/2017	COLIBRI SYSTEMS NORTH AMER INC	1,024.66	N
124399	07/05/2017	CONTROL MASTERS INCORPORATED	291.49	N
124400	07/05/2017	COX COMMUNICATIONS	145.91	N
124401	07/05/2017	CULLIGAN OF OMAHA	147.00	N
124402	07/05/2017	CUMMINS CENTRAL POWER LLC	594.36	N
124403	07/05/2017	DATASHIELD CORPORATION	158.08	N
124404	07/05/2017	DEARBORN NATIONAL LIFE INS CO	1,054.00	N
124405	07/05/2017	DEERE & COMPANY	53,119.00	N
124406	07/05/2017	DEMCO INCORPORATED	948.52	N
124407	07/05/2017	DOUGLAS COUNTY SHERIFF'S OFC	137.50	N
124408	07/05/2017	EDGEWEAR SCREEN PRINTING	447.60	N
124409	07/05/2017	EXCHANGE BANK	305.79	N

User: AHultberg

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
124410	07/05/2017	FASTENAL COMPANY	27.23	N
124411	07/05/2017	FBG SERVICE CORPORATION	5,965.00	N
124412	07/05/2017	FOCUS PRINTING	8,232.73	N
124413	07/05/2017	FOREMOST PROMOTIONS	667.06	N
124414	07/05/2017	GALE	125.95	N
124415	07/05/2017	GRAYBAR ELECTRIC COMPANY INC	68.52	N
124416	07/05/2017	GUTTERLOCK ENTERPRISES LLC	145.00	N
124417	07/05/2017	HANEY SHOE STORE	94.99	N
124418	07/05/2017	HARTS AUTO SUPPLY	228.00	N
124419	07/05/2017	HEARTLAND PAPER	100.00	N
124420	07/05/2017	HOSE & HANDLING INCORPORATED	8.19	N
124421	07/05/2017	INCIDENT RESPONSE TECHNOLOGIES I	3,120.00	N
124422	07/05/2017	INDUSTRIAL SALES COMPANY INC	355.73	N
124423	07/05/2017	INGRAM LIBRARY SERVICES	1,784.65	N
124424	07/05/2017	INTERNATIONAL CODE COUNCIL INC	20,313.00	N
124425	07/05/2017	J & J SMALL ENGINE SERVICE	294.14	N
124426	07/05/2017	KRIHA FLUID POWER CO INC	265.01	N
124427	07/05/2017	ROBERT S LAUSTEN JR	2,340.00	N
124428	07/05/2017	LOGAN CONTRACTORS SUPPLY	104.22	N
124429	07/05/2017	LOVELAND GRASS PAD	26.32	N
124430	07/05/2017	MAX I WALKER UNIFORM RENTAL	590.29	N
124431	07/05/2017	MENARDS-RALSTON	59.03	N
124432	07/05/2017	METROPOLITAN UTILITIES DIST.	6,143.22	N
124435	07/05/2017	MH ENTERPRISE	150.00	N
124436	07/05/2017	MID CON SYSTEMS INCORPORATED	980.80	N
124437	07/05/2017	MIDWEST TAPE	140.96	N
124438	07/05/2017	MILLER PRESS	85.00	N
124439	07/05/2017	MMC MECHANICAL CONTRACTORS IN	745.00	N
124440	07/05/2017	MOBOTREX MOBILITY & TRAFFIC	5,528.50	N
124441	07/05/2017	MONARCH OIL INC	427.00	N
124442	07/05/2017	NATIONAL EVERYTHING WHOLESALE	376.57	N
124443	07/05/2017	NEBRASKA AIR FILTER INC	441.60	N
124444	07/05/2017	NEBRASKA ENVIRONMENTAL PRODS	332.00	N
124445	07/05/2017	OFFICE DEPOT INC	1,179.92	N
124446	07/05/2017	OFFUTT YOUTH CENTER	1,120.00	N
124447	07/05/2017	OMAHA STORM CHASERS BASEBALL	50.00	N
124448	07/05/2017	OMNIGRAPHICS INC	283.10	N
124449	07/05/2017	PAYLESS OFFICE PRODUCTS INC	276.60	N
124450	07/05/2017	PEPSI COLA COMPANY	418.76	N
124451	07/05/2017	PLAINS EQUIPMENT GROUP	3,587.86	N
124452	07/05/2017	POSITIVE PROMOTIONS	1,216.05	N
124453	07/05/2017	QUINN, JEFF	175.00	N
124454	07/05/2017	READY MIXED CONCRETE COMPANY	1,510.02	N
124455	07/05/2017	RETRIEVEX	151.49	N
124456	07/05/2017	SARPY COUNTY REGISTER OF DEEDS	44.00	N
124457	07/05/2017	SCHEMMER ASSOCIATES INC	843.75	N
124458	07/05/2017	SCHMADER ELECTRIC COMPANY INC	2,858.00	N
124459	07/05/2017	SHAMROCK CONCRETE COMPANY	934.66	N
124460	07/05/2017	SMART HOME PROS INC	2,500.00	N
124461	07/05/2017	SOURCE 1 ENVIRONMENTAL LLC	569.90	N
124462	07/05/2017	SOUTHERN UNIFORM & EQUIPMENT	192.99	N
124463	07/05/2017	SWANK MOTION PICTURES INC	593.00	N
124464	07/05/2017	THREE RIVERS LIBRARY SYSTEM	10.00	N
124465	07/05/2017	TODCO BARRICADE COMPANY	400.00	N
124466	07/05/2017	TRACTOR SUPPLY CREDIT PLAN	530.47	N
124467	07/05/2017	VERIZON WIRELESS	128.79	N
124468	07/05/2017	VIERREGGER ELECTRIC COMPANY	1,858.50	N
124469	07/05/2017	WAL-MART COMMUNITY BRC	2,280.55	N
124470	07/05/2017	WICK'S STERLING TRUCKS INC	88.83	N
124471	07/05/2017	RYAN WILLMS	40.00	N

User: AHultberg

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
124472	07/05/2017	ZEE MEDICAL SERVICE INC	108.95	N
124473	07/05/2017	ZIMCO SUPPLY COMPANY	1,416.00	N
TOTAL:			1,335,136.48	

APPROVED BY COUNCIL MEMBERS ON: 07/05/2017

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF LA VISTA  
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT  
JULY 5, 2017 AGENDA  
(TABLED FROM THE JUNE 20, 2017 MEETING)**

<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 (“Redeveloper”) for the Mixed Use Redevelopment Project and tax increment financing for all phases of such project (“Redevelopment Contract”). Redeveloper 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.

---

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

**OF THE**

**LA VISTA COMMUNITY DEVELOPMENT AGENCY**

**ADOPTED \_\_\_\_\_, 2017**

**\$5,312,561  
TAX INCREMENT REVENUE NOTE  
(LA VISTA CITY CENTRE PHASE IA PROJECT)  
SERIES 2017**

---

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

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PHASE IA PROJECT), SERIES 2017, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PROJECT; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS MADE BY THE AGENCY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO**

---

**WHEREAS**, the City of La Vista (the “City”) has established a community development agency (the “Agency”) under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the “Act”);

**WHEREAS**, the Act prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

**WHEREAS**, pursuant to the Act and upon the recommendation of the Planning Commission, the Redevelopment Area was previously declared to be blighted and substandard and in need of redevelopment pursuant to the Act;

**WHEREAS**, the Council previously adopted and the City has in place a comprehensive plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act;

**WHEREAS**, pursuant to the Act and upon the recommendation of the Agency and of the Planning Commission, the City Council approved the Redevelopment Plan for the Redevelopment Area, as amended by Amendment No. 1 and including a multi-year mixed use redevelopment project (the “Mixed Use Redevelopment Project”) and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in phases in the vicinity of 84<sup>th</sup> Street and Brentwood Boulevard;

**WHEREAS**, pursuant to the Act the Agency approved the Redevelopment Agreement, a redevelopment contract between the Agency and La Vista City Centre, LLC, a Nebraska limited liability company, and its assignee City Centre I, LLC, a Nebraska limited liability company, (together, the “Redeveloper”), and authorized the Redeveloper to undertake all phases of the Mixed Use Redevelopment Project, including the Project (hereinafter defined), and related tax increment financing within the Project Area (hereinafter defined) in accordance with the Act;

**WHEREAS**, the Redevelopment Plan and Agreement provide, among other things, that the Agency will issue debt to be secured by moneys in the TIF Revenue Fund for the purpose of paying a portion of the Project Costs (hereinafter defined) for the Project; and

**WHEREAS**, in order to pay a portion of the Project Costs, it is necessary, desirable, advisable, and in the best interest of the Agency to issue the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IA Project), Series 2017 (the “Note”), in the principal amount of \$5,312,561 to pay a portion of the Project Costs, to pay the costs of issuing the Note, and to be issued and secured in the form and manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in this Resolution, the following capitalized words and terms as used in this Resolution shall have the following meanings:

“**Act**” means the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

“**Agency**” means the Community Development Agency of the City of La Vista, Nebraska.

“**Business Day**” means a day on which the banking institutions in the City are scheduled in the normal course of operations to be open to the public.

“**Chair**” means the Chair of the Community Development Agency of the City of La Vista, Nebraska. The Chair shall be the Mayor of the City of La Vista unless otherwise designated by the governing body of the Agency.

“**City Administrator**” means the Administrator of the City or the Administrator’s designee.

“**City**” means the City of La Vista, Nebraska.

“**Clerk**” means the Clerk of the City of La Vista, Nebraska.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Council**” means Council of the City of La Vista, Nebraska.

“**County**” means The County of Sarpy, in the State of Nebraska.

“**Cumulative Outstanding Principal Amount**” means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

“**Date of Original Issue**” means the date the Note is initially issued and delivered to the Purchaser.

“**Government Obligations**” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“**Mayor**” means Mayor of the City.

“**Note**” means the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IA Project), Series 2017, in an aggregate principal amount of \$5,312,561, authorized and issued pursuant to this Resolution.

“**Note Payment Date**” means December 15 of each year, beginning on December 15, 2019, (or such other periodic payment date or dates as may be approved and incorporated in the Note when issued, but not more frequently than semiannual payments) and ending on December 15, 2034.

“**Note Register**” means the books for the registration, transfer and exchange of the Note kept at the office of the City.

“**Permitted Investments**” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds and accounts referred to in **Section 5.1** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Nebraska, or any political subdivision of the State of Nebraska, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificate of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Nebraska.

“**Planning Commission**” means the Planning Commission of the City.

“**Project**” means that portion of Phase I of the Mixed Use Redevelopment Project as described in the Redevelopment Agreement and Redeveloper Submittal, which shall be and is hereby determined to be a separate redevelopment project under the Act, which includes Lots 3 and 15 of the Mixed Use Redevelopment Project and the improvements identified in **Exhibit B-2**.

**“Project Area”** means that portion of the Redevelopment Area described on **Exhibit B-1**.

**“Project Costs”** means the costs attributable to the Project and to work on any “redevelopment project,” as defined in the Act, that may be paid through TIF Revenues and which the Agency has agreed to pay under the Redevelopment Agreement with respect to the Project and such other costs allowed under the Redevelopment Plan and the Redevelopment Agreement, including those identified in **Exhibit B-2**.

**“Project Fund”** means the fund by that name described in **Section 5.1** hereof.

**“Purchaser”** means the Redeveloper or such other party approved by the Chair of the Agency, as the original purchaser of the Note.

**“Record Date”** for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) of the calendar month first preceding such Note Payment Date.

**“Redeveloper”** means La Vista City Centre LLC, a Nebraska limited liability company, and its assignee with respect to the Project, City Centre I, LLC, a Nebraska limited liability company.

**“Redeveloper Submittal”** means the portion of the Tax Increment Financing Allocation submitted by City Centre I LLC which relates to Lots 3 and 15, La Vista City Centre as on file with the Clerk.

**“Redevelopment Area”** means the 84<sup>th</sup> Street Redevelopment Area which the governing body of the City has found to be blighted and substandard pursuant to the Act.

**“Redevelopment Agreement”** means the Redevelopment Agreement between the Agency and La Vista City Centre LLC, a Nebraska limited liability company, and City Centre I, LLC as assignee of La Vista City Centre, LLC with respect to the Project Area.

**“Redevelopment Plan”** means the redevelopment plan approved by the City for the Redevelopment Area, as amended by Amendment No. 1.

**“Registered Owner”** or **“Note Owner”** when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

**“Resolution”** means this Resolution as from time to time amended in accordance with the terms hereof.

**“Secretary”** means the Secretary of the Agency. The Secretary shall be the City Clerk of La Vista unless otherwise designated by the Agency governing body.

**“State”** means the State of Nebraska.

**“TIF Revenue Fund”** means the fund by that name described by **Section 5.1** hereof.

**“TIF Revenues”** means the moneys received from the County attributable to the increase in the current equalized assessed valuation of taxable real property in the Project Area over and above the initial equalized assessed value of each such unit of property in the Project Area, all as determined in accordance with the Redevelopment Plan and the Act as in effect on the date the Note is issued.

## ARTICLE II

### AUTHORIZATION OF NOTE

**Section 2.1. Authorization of Note.** There is hereby authorized and directed to be issued a Note of the Agency, designated "Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IA Project) Series 2017," in the principal amount of \$5,312,561, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

**Section 2.2. Description of the Note.** The Note shall be substantially in the form set forth in **Exhibit A** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 2.4** hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment as provided in **Article III**), and shall bear interest at the rate of 5.5% per annum.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

**Section 2.3. Consideration for the Note.** Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Evidence of payment of Project Costs shall be submitted to the City as such Project Costs are paid by or on behalf of the Purchaser. Prior to each Note Payment Date, evidence of payment of Project Costs submitted to the City shall be equal to or greater than the aggregate amount of principal and interest payments made on the Note.

Upon the third anniversary of the date of delivery of the Note to the Purchaser, if evidence of payment of total Project Costs submitted to the City is less than the original principal amount of the Note issued pursuant to this resolution, the principal amount of the Note shall be reduced so that the original principal amount of the Note issued pursuant to this Resolution is equal to the total Project Costs, and the Cumulative Outstanding Principal Amount of the Note reflected on the Note Register shall be reduced accordingly at such time. In the event of a delay in completion of the Project or payment of Project Costs, the City Administrator may extend such three-year deadline for delivery of evidence of payment of Project Costs in the discretion of the City Administrator. No notation, replacement or reissuance of the Note shall be necessary in the event of a reduction in principal amount of the Note under the provisions of this Section 2.3.

The records maintained by the Clerk shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

**Section 2.4. Method and Place of Payment of Note.** The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon

earlier redemption; provided, however, if any interest on the Note is in default, the Note shall bear interest from the date to which interest has been paid.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the Agency written notice to the contrary.

**Section 2.5. Registration, Transfer and Exchange of Note.** The Agency covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the Agency in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the Agency.

The Agency may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and the Agency shall not be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Agency, the Note Register may be inspected and copied by any Registered Owner (or a designated representative thereof).

**Section 2.6. Execution, Authentication and Delivery of the Note.** Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers. The Chair and Secretary of the Agency are hereby authorized and directed to prepare and execute the Note. The Agency shall deliver the Note to the Purchaser, upon payment of the purchase price of the Note plus accrued interest thereon to the date of their delivery.

**Section 2.7. Mutilated, Destroyed, Lost and Stolen Note.** If (a) any mutilated Note is surrendered to the Agency, or the Agency receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Agency such security or indemnity as may be required to save the Agency harmless, then, in the absence of notice to the Agency that such Note has been acquired by a bona fide purchaser, the Agency shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Agency in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the Agency may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Agency) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Agency, and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Note.

**Section 2.8. Sale of Note.** The Sale of the Note to the Purchaser at a purchase price of 100% of the principal amount of the Note, in consideration for the Redeveloper paying Project Costs in an amount equal to or greater than the principal amount of the Note, is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with such terms of sale.

**Section 2.9. Redemption of Note.** The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

**Section 2.10. Determination of Outstanding Principal Amount of Note.** Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. The Redeveloper may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.

### ARTICLE III

#### TERMS AND PAYMENT

**Section 3.1. Terms and Payment.** The Note shall be issued substantially in the form set forth in **Exhibit A**. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

On each Note Payment Date, an amount equal to all amounts then on deposit in the TIF Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the TIF Revenue Fund are insufficient to pay all of the principal of or interest on the TIF Indebtedness prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and Redeveloper without recourse of any kind to the Agency or the City.

The Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

## ARTICLE IV

### SECURITY FOR THE NOTE

**Section 4.1. Security for the Note.** The Note shall be a limited, special obligation of the Agency payable solely from and secured as to the payment of principal and interest, subject to the provisions of **Section 4.2**, by a pledge of the TIF Revenues and moneys in the Project Fund and no other moneys, revenues, funds or accounts. The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional or statutory provision, limitation or restriction. Payment of principal and interest on the Note shall be subject to reduction as described in Section 2.3 of this Resolution.

**Section 4.2. Pledge of Certain Funds.** The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the TIF Revenue Fund and the Project Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

**Section 4.3. No Recourse.** Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note nor the Redeveloper shall have any recourse of any kind against the Agency or the City in the event of that the TIF Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

## ARTICLE V

### CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

**Section 5.1. Creation of Funds and Accounts.** There are hereby created and ordered to be established within the treasury of the City the following separate funds and accounts:

(a) City of La Vista, Nebraska, La Vista City Centre Phase IA Project TIF Revenue Fund (the "**TIF Revenue Fund**").

(b) City of La Vista, Nebraska, La Vista City Centre Phase IA Project Fund (the "**Project Fund**").

Such funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City. The TIF Revenue Fund and the Project Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

**Section 5.2. Deposit of Note Proceeds.** Any cash or monies received in exchange for the execution and delivery of the Note shall be deposited in the Project Fund.

**Section 5.3. Application of Moneys in the Project Fund.** Moneys in the Project Fund shall be used solely for the purpose of paying the Project Costs and the costs and expenses incident to the issuance of the Note.

## ARTICLE VI

### DIVISION OF TAXES AND APPLICATION OF REVENUES

**Section 6.1 Division of Taxes.** The effective date for the division of taxes with respect to the Project Area is hereby determined to be January 1, 2018, with taxes to be divided for a period of fifteen (15) years from and after such effective date.

**Section 6.2. TIF Revenue Fund.** The moneys in the TIF Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The TIF Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the TIF Revenue Fund shall be expended and used for the sole purpose of paying costs of issuance of the Agency and City and then paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in **Section 3.1**.

## ARTICLE VII

### DEPOSIT AND INVESTMENT OF MONEYS

**Section 7.1. Deposit of Moneys.** Moneys in each of the funds and accounts created by and referred to in this Resolution and held by the Agency or the City shall be continuously and adequately secured as provided by the laws of the State and invested only in Permitted Investments.

**Section 7.2. Investment of Moneys.** All earnings on any investments held in any fund shall accrue to and become a part of such fund.

## ARTICLE VIII

### ADDITIONAL NOTE

**Section 8.1. Additional Note.** The Agency covenants and agrees that so long as the Note remains outstanding, the Agency will not issue any additional bonds, notes or debt payable from the TIF Revenue Fund or the Project Fund or any part thereof without the prior written consent of the Registered Owner.

## ARTICLE IX

### DEFAULT AND REMEDIES

**Section 9.1. Acceleration of Maturity Upon Default.** The Agency covenants and agrees that if it defaults in the payment of the principal of or interest on the Note as the same becomes due on any Note Payment Date, then, at any time thereafter and while such default continues, the Registered Owner may by

written notice to the Agency filed in the office of the Clerk or delivered in person to said Clerk, declare the principal of the Note then outstanding to be due and payable immediately, and upon any such declaration the Note shall become and be immediately due and payable, anything in this Resolution or in the Note contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said outstanding Note has been so declared to be due and payable, all arrears of interest upon all of said Note, except interest accrued but not yet due on such Note, and all arrears of principal upon all of said Note has been paid in full and all other defaults, if any, by the Agency under the provisions of this Resolution and under the provisions of the statutes of the State of Nebraska have been cured, then and in every such case the Registered Owner shall, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon. Notwithstanding the foregoing, failure by the Agency to pay any amounts due as principal or interest on any Note Payment Date that are in excess of the amounts available therefor in the TIF Revenue Fund shall not be deemed a default.

**Section 9.2. Remedies.** The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Agency and the Registered Owner. Subject to the limitations set forth in **Section 9.3**, the Registered Owner shall have the following rights:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the Agency and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the Agency, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

**Section 9.3. Remedies Cumulative.** No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the Agency and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 10.1. Amendments.** The rights and duties of the Agency and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the Agency with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument shall be filed with the Clerk.

Without notice to or the consent of the Registered Owner, the Agency may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the Agency amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the Agency, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

**Section 10.2. Payments Due on Days Other Than Business Days.** In any case where the date of maturity of principal or interest on the Note or the date fixed for prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

**Section 10.3. Notices, Consents and Other Instruments by Registered Owner.** Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Agency with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such

jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

**Section 10.4. Further Authority.** The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

**Section 10.5. Severability.** If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

**Section 10.6. Governing Law.** This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

**Section 10.7. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

*[This portion of the page intentionally left blank]*

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF JULY, 2017, BY THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY**

(Seal)

ATTEST:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

EXHIBIT A

[FORM OF NOTE]

This Note may be transferred only to a bank, other financial institution or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933).

Registered  
No. 1

Registered  
\$ \_\_\_\_\_  
(subject to reduction as described herein)

UNITED STATES OF AMERICA  
STATE OF NEBRASKA

CITY OF LA VISTA, NEBRASKA  
ACTING AS THE  
COMMUNITY DEVELOPMENT AGENCY

TAX INCREMENT REVENUE NOTE  
(LA VISTA CITY CENTRE PHASE IA PROJECT)  
SERIES 2017

Interest Rate

Maturity Date

Issue Date

\_\_\_%

December 30, 202\_\_

July \_\_, 2017

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

*All capitalized terms used in this Note and not otherwise defined herein shall have the meanings set forth for such terms in the resolution authorizing the issuance of this Note adopted by the Agency on July \_\_, 2017 (the "Resolution").*

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA**, a municipal corporation and political subdivision of the State of Nebraska (the "**Agency**"), acting as a community development agency pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, for value received, hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount, without need for presentation or surrender, at the office of the registrar and paying agent herefor, the Clerk of the City of La Vista, Nebraska (the "**Registrar**"), and in like manner to pay interest on the outstanding principal amount at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable annually on December 15 of each year until payment in full of such Principal Amount, beginning \_\_\_\_\_, 201\_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the City Clerk on the 15<sup>th</sup> day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it

appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

Interest shall be due and payable on December 15 of each year, beginning on December 15, 201\_\_, and ending on December 15, 20\_\_\_. Payments are to be applied first to interest due and the remainder to principal. The principal and interest payable on this Note on any payment date shall be paid to the person in whose name this Note is registered at the close of business on the 15th day (whether or not a business day) of the calendar month first preceding such payment date (a) by check or draft mailed by the Agency to such Registered Owner, or (b) by electronic transfer to such registered owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to such record date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed. The principal of and interest on this Note shall be payable in lawful money of the United States of America.

This Note is a duly authorized Note of the Agency designated "Tax Increment Revenue Note (La Vista City Centre Phase IA Project), Series 2017." The Note is being issued for the purpose of paying a portion of the Project Costs in connection with the Project that is the subject of the Redevelopment Agreement between the City and La Vista City Centre, LLC, and paying costs related to the issuance of the Note, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, including particularly the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended, and pursuant to the Resolution. This Note has been issued by the Agency to aid in financing a redevelopment project, as such term is defined in the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

The records maintained by the City Clerk as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the outstanding principal amount of this Note for all purposes. The original stated principal amount of this Note and the Outstanding Principal Amount is subject to reduction as described in **Section 2.3** of the Resolution, and no replacement note need be issued in the event of such reduction.

At its option, the Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind. The Note is subject to redemption and payment in accordance with the terms and conditions as set forth in the Resolution.

The Note is a special obligation of the Agency payable solely from and secured as to the payment of principal and interest by a pledge of (a) TIF Revenues deposited in the TIF Revenue Fund, and (b) moneys in the Project Fund, all as more fully provided in the Resolution.

The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Resolution for a description of the covenants and agreements made by the Agency with respect to the collection, segregation and application of the TIF Revenues to pay the Note, the nature and extent of the security for the Note, the rights, duties and obligations of the Agency with respect thereto, and the rights of the Registered Owner thereof.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the TIF Revenues pledged to the payment of the principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Agency, the City and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution.

This Note is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

This Note may be transferred and exchanged only upon the Note Register as provided in the Resolution. This Note is transferable only to banks, other financial institutions or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933) and only upon the execution by such transferee of an investment letter substantially in the form attached to the Resolution. Upon surrender hereof at the principal office of the Agency, the Agency shall transfer or exchange this Note for a new Note of the same maturity and in the same principal amount as the principal amount outstanding on this Note at such time. The Agency may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Agency.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Note, provision has been duly made for the collection and segregation of the TIF Revenues and for the application of the same as hereinbefore provided.

**IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA,** has executed this Note.

**COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF LA VISTA, NEBRASKA**

This Note is the Note of the issue described in the within-mentioned Resolution.

By: \_\_\_\_\_  
Chair

Registration Date: \_\_\_\_\_, 2017

ATTEST:  
By: \_\_\_\_\_  
Secretary

**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints agent to transfer the within Note on the books kept by the City for the registration thereof, with full power of substitution in the premises.

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

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
[Name of Eligible Guarantor Institution (as defined by SEC Rule 17Ad-15 (12 CFR 240.17Ad-15) or any similar rule which the City deems appropriate)]

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

**EXHIBIT B-1**

**BOUNDARY DESCRIPTION OF THE PROJECT AREA**

The Project Area shall include all real property that is (1) within the boundaries described as follows and (2) also situated within the corporate limits of the City, and no other real property:

LOT 3 AND LOT 15, LA VISTA CITY CENTRE REPLAT IN THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA

**EXHIBIT B-2**

**DESCRIPTION OF PROJECT COSTS**

All eligible costs payable from the proceeds of TIF Indebtedness pursuant to the Act including, without limitation, the following:

<u>Description</u>	<u>Estimated Costs</u>
Land & Structures	\$2,317,392
Façade Enhancements, Additional Glazing, Upgraded Windows	\$1,347,567
Public Impr. - Sidewalks, Landscaping, Street FF&E, Arch Lighting	\$390,599
Sitework - Site Utilities & Site Prep	\$195,300
TIF Capitalized Interest	\$428,561
Contractor Fee	\$742,138
Contingency	\$1,171,797
Design - Architecture / Engineering	\$1,093,677
Redeveloper Fee	\$3,124,792
Other costs as allowed under the Act	



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

**OF THE**

**LA VISTA COMMUNITY DEVELOPMENT AGENCY**

**ADOPTED \_\_\_\_\_, 2017**

**\$8,222,287**  
**TAX INCREMENT REVENUE NOTE**  
**(LA VISTA CITY CENTRE PHASE IB PROJECT)**  
**SERIES 2017**

---

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

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PHASE IB PROJECT), SERIES 2017, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PROJECT; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS MADE BY THE AGENCY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO**

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**WHEREAS**, the City of La Vista (the “City”) has established a community development agency (the “Agency”) under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the “Act”);

**WHEREAS**, the Act prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

**WHEREAS**, pursuant to the Act and upon the recommendation of the Planning Commission, the Redevelopment Area was previously declared to be blighted and substandard and in need of redevelopment pursuant to the Act;

**WHEREAS**, the Council previously adopted and the City has in place a comprehensive plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act;

**WHEREAS**, pursuant to the Act and upon the recommendation of the Agency and of the Planning Commission, the City Council approved the Redevelopment Plan for the Redevelopment Area, as amended by Amendment No. 1 and including a multi-year mixed use redevelopment project (the “Mixed Use Redevelopment Project”) and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in phases in the vicinity of 84<sup>th</sup> Street and Brentwood Boulevard;

**WHEREAS**, pursuant to the Act the Agency approved the Redevelopment Agreement, a redevelopment contract between the Agency and La Vista City Centre, LLC, a Nebraska limited liability company, and its assignee City Centre I, LLC, a Nebraska limited liability company, (together, the “Redeveloper”), and authorized the Redeveloper to undertake all phases of the Mixed Use Redevelopment Project, including the Project (hereinafter defined), and related tax increment financing within the Project Area (hereinafter defined) in accordance with the Act;

**WHEREAS**, the Redevelopment Plan and Agreement provide, among other things, that the Agency will issue debt to be secured by moneys in the TIF Revenue Fund for the purpose of paying a portion of the Project Costs (hereinafter defined) for the Project; and

**WHEREAS**, in order to pay a portion of the Project Costs, it is necessary, desirable, advisable, and in the best interest of the Agency to issue the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IB Project), Series 2017 (the “Note”), in the principal amount of \$8,222,287 to pay a portion of the Project Costs, to pay the costs of issuing the Note, and to be issued and secured in the form and manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in this Resolution, the following capitalized words and terms as used in this Resolution shall have the following meanings:

“**Act**” means the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

“**Agency**” means the Community Development Agency of the City of La Vista, Nebraska.

“**Business Day**” means a day on which the banking institutions in the City are scheduled in the normal course of operations to be open to the public.

“**Chair**” means the Chair of the Community Development Agency of the City of La Vista, Nebraska. The Chair shall be the Mayor of the City of La Vista unless otherwise designated by the governing body of the Agency.

“**City Administrator**” means the Administrator of the City or the Administrator’s designee.

“**City**” means the City of La Vista, Nebraska.

“**Clerk**” means the Clerk of the City of La Vista, Nebraska.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Council**” means Council of the City of La Vista, Nebraska.

“**County**” means The County of Sarpy, in the State of Nebraska.

“**Cumulative Outstanding Principal Amount**” means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

“**Date of Original Issue**” means the date the Note is initially issued and delivered to the Purchaser.

“**Government Obligations**” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“**Mayor**” means Mayor of the City.

“**Note**” means the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IB Project), Series 2017, in an aggregate principal amount of \$8,222,287 authorized and issued pursuant to this Resolution.

“**Note Payment Date**” means December 15 of each year, beginning on December 15, 2020, (or such other periodic payment date or dates as may be approved and incorporated in the Note when issued, but not more frequently than semiannual payments) and ending on December 15, 2035.

“**Note Register**” means the books for the registration, transfer and exchange of the Note kept at the office of the City.

“**Permitted Investments**” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City’s moneys held in the funds and accounts referred to in **Section 5.1** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Nebraska, or any political subdivision of the State of Nebraska, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificate of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Nebraska.

“**Planning Commission**” means the Planning Commission of the City.

“**Project**” means that portion of Phase I of the Mixed Use Redevelopment Project as described in the Redevelopment Agreement and Redeveloper Submittal, which shall be and is hereby determined to be a separate redevelopment project under the Act, which includes Lots 10 and 14 of the Mixed Use Redevelopment Project and the improvements identified in **Exhibit B-2**.

**“Project Area”** means that portion of the Redevelopment Area described on **Exhibit B-1**.

**“Project Costs”** means the costs attributable to the Project and to work on any “redevelopment project,” as defined in the Act, that may be paid through TIF Revenues and which the Agency has agreed to pay under the Redevelopment Agreement with respect to the Project and such other costs allowed under the Redevelopment Plan and the Redevelopment Agreement, including those identified in **Exhibit B-2**.

**“Project Fund”** means the fund by that name described in **Section 5.1** hereof.

**“Purchaser”** means the Redeveloper or such other party approved by the Chair of the Agency, as the original purchaser of the Note.

**“Record Date”** for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) of the calendar month first preceding such Note Payment Date.

**“Redeveloper”** means La Vista City Centre LLC, a Nebraska limited liability company, and its assignee with respect to the Project, City Centre I, LLC, a Nebraska limited liability company.

**“Redeveloper Submittal”** means the portion of the Tax Increment Financing Allocation submitted by City Centre I LLC which relates to Lots 10 and 14, La Vista City Centre as on file with the Clerk.

**“Redevelopment Area”** means the 84<sup>th</sup> Street Redevelopment Area which the governing body of the City has found to be blighted and substandard pursuant to the Act.

**“Redevelopment Agreement”** means the Redevelopment Agreement between the Agency and La Vista City Centre LLC, a Nebraska limited liability company, and City Centre I, LLC as assignee of La Vista City Centre, LLC with respect to the Project Area.

**“Redevelopment Plan”** means the redevelopment plan approved by the City for the Redevelopment Area, as amended by Amendment No. 1.

**“Registered Owner”** or **“Note Owner”** when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

**“Resolution”** means this Resolution as from time to time amended in accordance with the terms hereof.

**“Secretary”** means the Secretary of the Agency. The Secretary shall be the City Clerk of La Vista unless otherwise designated by the Agency governing body.

**“State”** means the State of Nebraska.

**“TIF Revenue Fund”** means the fund by that name described by **Section 5.1** hereof.

**“TIF Revenues”** means the moneys received from the County attributable to the increase in the current equalized assessed valuation of taxable real property in the Project Area over and above the initial equalized assessed value of each such unit of property in the Project Area, all as determined in accordance with the Redevelopment Plan and the Act as in effect on the date the Note is issued.

## ARTICLE II

### AUTHORIZATION OF NOTE

**Section 2.1. Authorization of Note.** There is hereby authorized and directed to be issued a Note of the Agency, designated "Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IB Project) Series 2017," in the principal amount of \$8,222,287, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

**Section 2.2. Description of the Note.** The Note shall be substantially in the form set forth in **Exhibit A** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 2.4** hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment as provided in **Article III**), and shall bear interest at the rate of 5.5% per annum.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

**Section 2.3. Consideration for the Note.** Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Evidence of payment of Project Costs shall be submitted to the City as such Project Costs are paid by or on behalf of the Purchaser. Prior to each Note Payment Date, evidence of payment of Project Costs submitted to the City shall be equal to or greater than the aggregate amount of principal and interest payments made on the Note.

Upon the third anniversary of the date of delivery of the Note to the Purchaser, if evidence of payment of total Project Costs submitted to the City is less than the original principal amount of the Note issued pursuant to this resolution, the principal amount of the Note shall be reduced so that the original principal amount of the Note issued pursuant to this Resolution is equal to the total Project Costs, and the Cumulative Outstanding Principal Amount of the Note reflected on the Note Register shall be reduced accordingly at such time. In the event of a delay in completion of the Project or payment of Project Costs, the City Administrator may extend such three-year deadline for delivery of evidence of payment of Project Costs in the discretion of the City Administrator. No notation, replacement or reissuance of the Note shall be necessary in the event of a reduction in principal amount of the Note under the provisions of this Section 2.3.

The records maintained by the Clerk shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

**Section 2.4. Method and Place of Payment of Note.** The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon

earlier redemption; provided, however, if any interest on the Note is in default, the Note shall bear interest from the date to which interest has been paid.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the Agency written notice to the contrary.

**Section 2.5. Registration, Transfer and Exchange of Note.** The Agency covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the Agency in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the Agency.

The Agency may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and the Agency shall not be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Agency, the Note Register may be inspected and copied by any Registered Owner (or a designated representative thereof).

**Section 2.6. Execution, Authentication and Delivery of the Note.** Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers. The Chair and Secretary of the Agency are hereby authorized and directed to prepare and execute the Note. The Agency shall deliver the Note to the Purchaser, upon payment of the purchase price of the Note plus accrued interest thereon to the date of their delivery.

**Section 2.7. Mutilated, Destroyed, Lost and Stolen Note.** If (a) any mutilated Note is surrendered to the Agency, or the Agency receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Agency such security or indemnity as may be required to save the Agency harmless, then, in the absence of notice to the Agency that such Note has been acquired by a bona fide purchaser, the Agency shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Agency in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the Agency may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Agency) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Agency, and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Note.

**Section 2.8. Sale of Note.** The Sale of the Note to the Purchaser at a purchase price of 100% of the principal amount of the Note, in consideration for the Redeveloper paying Project Costs in an amount equal to or greater than the principal amount of the Note, is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with such terms of sale.

**Section 2.9. Redemption of Note.** The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

**Section 2.10. Determination of Outstanding Principal Amount of Note.** Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. The Redeveloper may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.

### ARTICLE III

#### TERMS AND PAYMENT

**Section 3.1. Terms and Payment.** The Note shall be issued substantially in the form set forth in **Exhibit A**. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

On each Note Payment Date, an amount equal to all amounts then on deposit in the TIF Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the TIF Revenue Fund are insufficient to pay all of the principal of or interest on the TIF Indebtedness prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and Redeveloper without recourse of any kind to the Agency or the City.

The Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

## ARTICLE IV

### SECURITY FOR THE NOTE

**Section 4.1. Security for the Note.** The Note shall be a limited, special obligation of the Agency payable solely from and secured as to the payment of principal and interest, subject to the provisions of **Section 4.2**, by a pledge of the TIF Revenues and moneys in the Project Fund and no other moneys, revenues, funds or accounts. The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional or statutory provision, limitation or restriction. Payment of principal and interest on the Note shall be subject to reduction as described in Section 2.3 of this Resolution.

**Section 4.2. Pledge of Certain Funds.** The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the TIF Revenue Fund and the Project Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

**Section 4.3. No Recourse.** Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note nor the Redeveloper shall have any recourse of any kind against the Agency or the City in the event of that the TIF Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

## ARTICLE V

### CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

**Section 5.1. Creation of Funds and Accounts.** There are hereby created and ordered to be established within the treasury of the City the following separate funds and accounts:

(a) City of La Vista, Nebraska, La Vista City Centre Phase IB Project TIF Revenue Fund (the "**TIF Revenue Fund**").

(b) City of La Vista, Nebraska, La Vista City Centre Phase IB Project Fund (the "**Project Fund**").

Such funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City. The TIF Revenue Fund and the Project Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

**Section 5.2. Deposit of Note Proceeds.** Any cash or monies received in exchange for the sale and delivery of the Note shall be deposited in the Project Fund.

**Section 5.3. Application of Moneys in the Project Fund.** Moneys in the Project Fund shall be used solely for the purpose of paying the Project Costs and the costs and expenses incident to the issuance of the Note.

## ARTICLE VI

### DIVISION OF TAXES AND APPLICATION OF REVENUES

**Section 6.1 Division of Taxes.** The effective date for the division of taxes with respect to the Project Area is hereby determined to be January 1, 2019, with taxes to be divided for a period of fifteen (15) years from and after such effective date.

**Section 6.2. TIF Revenue Fund.** The moneys in the TIF Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The TIF Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the TIF Revenue Fund shall be expended and used for the sole purpose of paying costs of issuance of the Agency and City and then paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in **Section 3.1**.

## ARTICLE VII

### DEPOSIT AND INVESTMENT OF MONEYS

**Section 7.1. Deposit of Moneys.** Moneys in each of the funds and accounts created by and referred to in this Resolution and held by the Agency or the City shall be continuously and adequately secured as provided by the laws of the State and invested only in Permitted Investments.

**Section 7.2. Investment of Moneys.** All earnings on any investments held in any fund shall accrue to and become a part of such fund.

## ARTICLE VIII

### ADDITIONAL NOTE

**Section 8.1. Additional Note.** The Agency covenants and agrees that so long as the Note remains outstanding, the Agency will not issue any additional bonds, notes or debt payable from the TIF Revenue Fund or the Project Fund or any part thereof without the prior written consent of the Registered Owner.

## ARTICLE IX

### DEFAULT AND REMEDIES

**Section 9.1. Acceleration of Maturity Upon Default.** The Agency covenants and agrees that if it defaults in the payment of the principal of or interest on the Note as the same becomes due on any Note Payment Date, then, at any time thereafter and while such default continues, the Registered Owner may by

written notice to the Agency filed in the office of the Clerk or delivered in person to said Clerk, declare the principal of the Note then outstanding to be due and payable immediately, and upon any such declaration the Note shall become and be immediately due and payable, anything in this Resolution or in the Note contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said outstanding Note has been so declared to be due and payable, all arrears of interest upon all of said Note, except interest accrued but not yet due on such Note, and all arrears of principal upon all of said Note has been paid in full and all other defaults, if any, by the Agency under the provisions of this Resolution and under the provisions of the statutes of the State of Nebraska have been cured, then and in every such case the Registered Owner shall, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon. Notwithstanding the foregoing, failure by the Agency to pay any amounts due as principal or interest on any Note Payment Date that are in excess of the amounts available therefor in the TIF Revenue Fund shall not be deemed a default.

**Section 9.2. Remedies.** The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Agency and the Registered Owner. Subject to the limitations set forth in **Section 9.3**, the Registered Owner shall have the following rights:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the Agency and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the Agency, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

**Section 9.3. Remedies Cumulative.** No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the Agency and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 10.1. Amendments.** The rights and duties of the Agency and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the Agency with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument shall be filed with the Clerk.

Without notice to or the consent of the Registered Owner, the Agency may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the Agency amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the Agency, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

**Section 10.2. Payments Due on Days Other Than Business Days.** In any case where the date of maturity of principal or interest on the Note or the date fixed for prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

**Section 10.3. Notices, Consents and Other Instruments by Registered Owner.** Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Agency with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such

jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

**Section 10.4. Further Authority.** The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

**Section 10.5. Severability.** If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

**Section 10.6. Governing Law.** This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

**Section 10.7. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

*[This portion of the page intentionally left blank]*

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF JULY, 2017, BY THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY**

(Seal)

ATTEST:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

EXHIBIT A

[FORM OF NOTE]

This Note may be transferred only to a bank, other financial institution or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933).

Registered  
No. 1

Registered  
\$ \_\_\_\_\_  
(subject to reduction as described herein)

UNITED STATES OF AMERICA  
STATE OF NEBRASKA

CITY OF LA VISTA, NEBRASKA  
ACTING AS THE  
COMMUNITY DEVELOPMENT AGENCY

TAX INCREMENT REVENUE NOTE  
(LA VISTA CITY CENTRE PHASE IB PROJECT)  
SERIES 2017

Interest Rate

Maturity Date

Issue Date

\_\_\_%

December 15, 202\_\_

July \_\_, 2017

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

*All capitalized terms used in this Note and not otherwise defined herein shall have the meanings set forth for such terms in the resolution authorizing the issuance of this Note adopted by the Agency on July \_\_, 2017 (the "Resolution").*

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA**, a municipal corporation and political subdivision of the State of Nebraska (the "**Agency**"), acting as a community development agency pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, for value received, hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount, without need for presentation or surrender, at the office of the registrar and paying agent herefor, the Clerk of the City of La Vista, Nebraska (the "**Registrar**"), and in like manner to pay interest on the outstanding principal amount at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable annually on December 15 of each year until payment in full of such Principal Amount, beginning \_\_\_\_\_, 201\_\_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the City Clerk on the 15<sup>th</sup> day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it

appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

Interest shall be due and payable on December 15 of each year, beginning on December 15, 201\_\_, and ending on December 15, 20\_\_\_. Payments are to be applied first to interest due and the remainder to principal. The principal and interest payable on this Note on any payment date shall be paid to the person in whose name this Note is registered at the close of business on the 15th day (whether or not a business day) of the calendar month first preceding such payment date (a) by check or draft mailed by the Agency to such Registered Owner, or (b) by electronic transfer to such registered owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to such record date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed. The principal of and interest on this Note shall be payable in lawful money of the United States of America.

This Note is a duly authorized Note of the Agency designated "Tax Increment Revenue Note (La Vista City Centre Phase IB Project), Series 2017." The Note is being issued for the purpose of paying a portion of the Project Costs in connection with the Project that is the subject of the Redevelopment Agreement between the City and La Vista City Centre, LLC, and paying costs related to the issuance of the Note, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, including particularly the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended, and pursuant to the Resolution. This Note has been issued by the Agency to aid in financing a redevelopment project, as such term is defined in the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

The records maintained by the City Clerk as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the outstanding principal amount of this Note for all purposes. The original stated principal amount of this Note and the Outstanding Principal Amount is subject to reduction as described in **Section 2.3** of the Resolution, and no replacement note need be issued in the event of such reduction.

At its option, the Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind. The Note is subject to redemption and payment in accordance with the terms and conditions as set forth in the Resolution.

The Note is a special obligation of the Agency payable solely from and secured as to the payment of principal and interest by a pledge of (a) TIF Revenues deposited in the TIF Revenue Fund, and (b) moneys in the Project Fund, all as more fully provided in the Resolution.

The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Resolution for a description of the covenants and agreements made by the Agency with respect to the collection, segregation and application of the TIF Revenues to pay the Note, the nature and extent of the security for the Note, the rights, duties and obligations of the Agency with respect thereto, and the rights of the Registered Owner thereof.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the TIF Revenues pledged to the payment of the principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Agency, the City and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution.

This Note is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

This Note may be transferred and exchanged only upon the Note Register as provided in the Resolution. This Note is transferable only to banks, other financial institutions or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933) and only upon the execution by such transferee of an investment letter substantially in the form attached to the Resolution. Upon surrender hereof at the principal office of the Agency, the Agency shall transfer or exchange this Note for a new Note of the same maturity and in the same principal amount as the principal amount outstanding on this Note at such time. The Agency may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Agency.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Note, provision has been duly made for the collection and segregation of the TIF Revenues and for the application of the same as hereinbefore provided.

**IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA,** has executed this Note.

**COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA**

This Note is the Note of the issue described in the within-mentioned Resolution.

By: \_\_\_\_\_  
Chair

Registration Date: \_\_\_\_\_, 2017

ATTEST:  
By: \_\_\_\_\_  
Secretary

**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints agent to transfer the within Note on the books kept by the City for the registration thereof, with full power of substitution in the premises.

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

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
[Name of Eligible Guarantor Institution (as defined by SEC Rule 17Ad-15 (12 CFR 240.17Ad-15) or any similar rule which the City deems appropriate)]

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

*[The remainder of this page intentionally left blank]*

**EXHIBIT B-1**

**BOUNDARY DESCRIPTION OF THE PROJECT AREA**

The Project Area shall include all real property that is (1) within the boundaries described as follows and (2) also situated within the corporate limits of the City, and no other real property:

LOT 10 AND LOT 14, LA VISTA CITY CENTRE REPLAT IN THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA

**EXHIBIT B-2**

**DESCRIPTION OF PROJECT COSTS**

All eligible costs payable from the proceeds of TIF Indebtedness pursuant to the Act including, without limitation, the following:

<u>Description</u>	<u>Estimated Costs</u>
Land & Structures	\$4,687,056
Façade Enhancements, Additional Glazing, Upgraded Windows	\$2,102,433
Public Impr. - Sidewalks, Landscaping, Street FF&E, Arch Lighting	\$609,401
Sitework - Site Utilities & Site Prep	\$304,700
TIF Capitalized Interest	\$663,287
Contractor Fee	\$1,157,862
Contingency	\$1,828,203
Design - Architecture / Engineering	\$1,706,323
Redeveloper Fee	\$4,875,208
Other costs as allowed under the Act	



# 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:**

**Note 1: \$5,312,561 (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

**Note 2: \$8,222,287 (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 I 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 Projects. 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, CASH FLOW STATEMENTS, & STATEMENT OF NEED**

An Income Statement the Projects 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.

#### **IV. CLOSING STATEMENT**

In accordance with the previously approved TIF Application submitted for the entire development, these initial Project components continue to comply with the previously approved requirements which include meeting the Mandatory Criteria and Cost Benefit Analysis outlined in that initial Application.

Respectfully submitted,



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

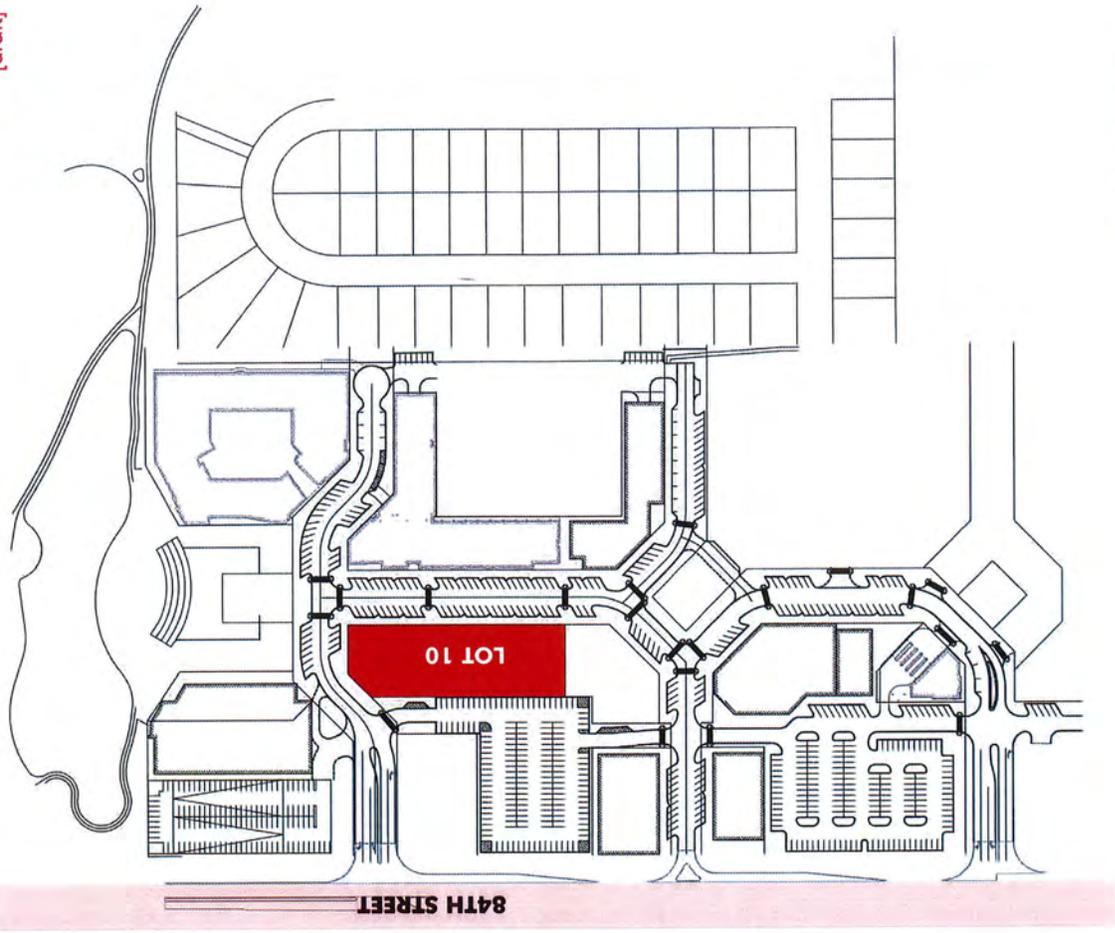
#### **APPLICATION ATTACHMENTS:**

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



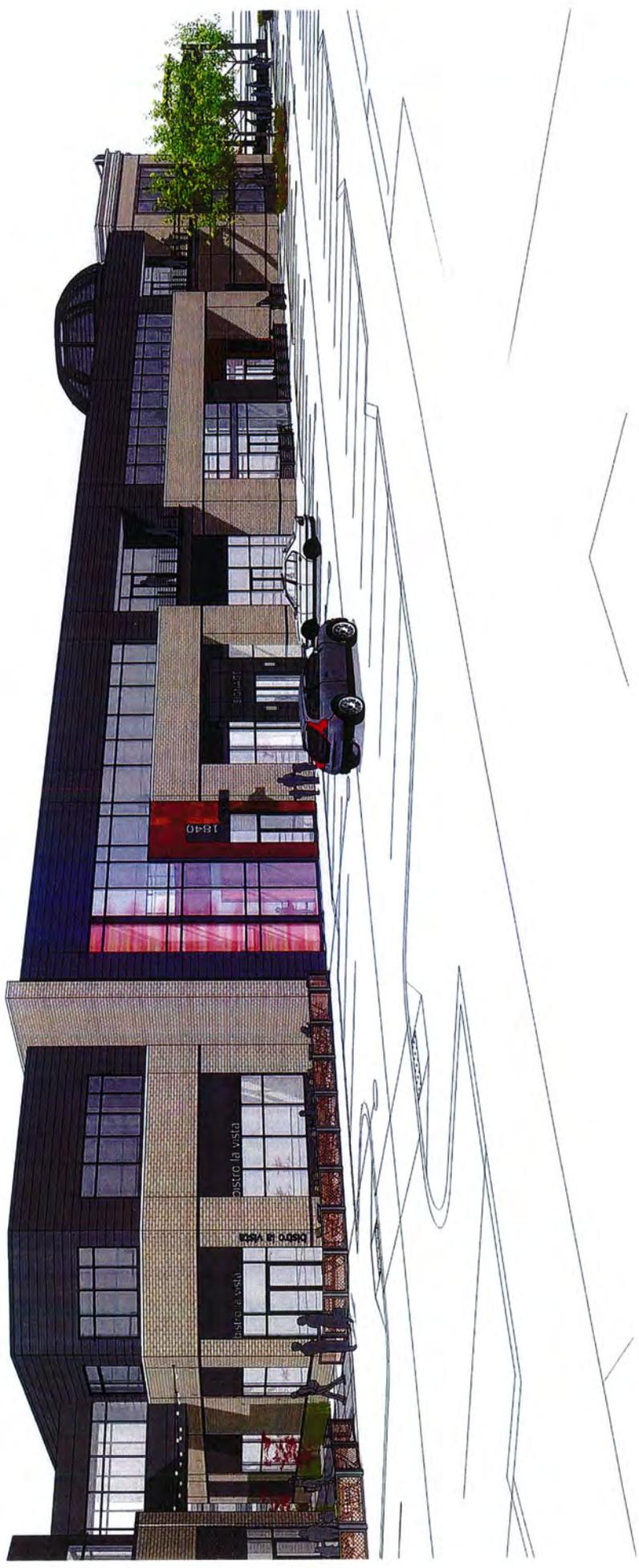








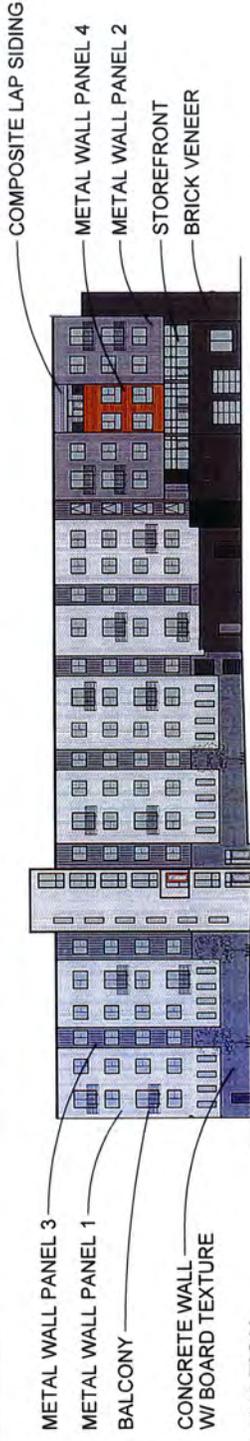




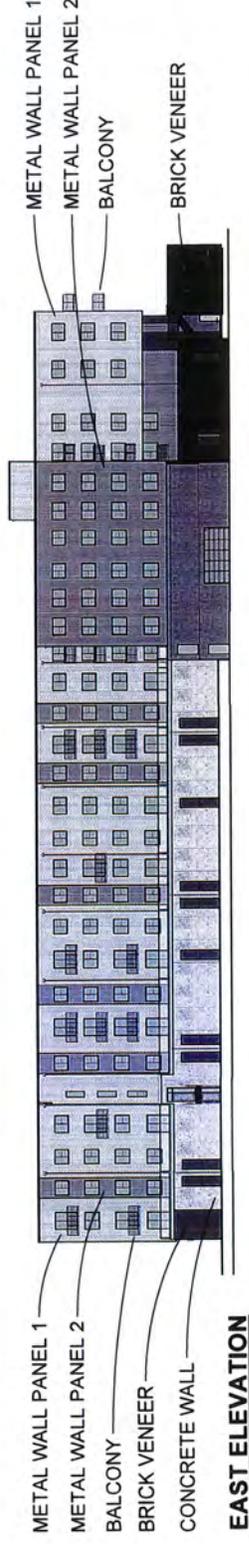




**WEST ELEVATION**



**NORTH ELEVATION**



**EAST ELEVATION**



**SOUTH ELEVATION**

**MATERIAL LEGEND:**

BRICK VENEER:

METAL PANEL 1:

METAL PANEL 2:

METAL PANEL 3:

METAL PANEL 4:

CONCRETE TEXTURE:

LAP SIDING:

LA VISTA CITY CENTRE MIXED USE - LOT 15  
EXTERIOR ELEVATIONS

**BVH**









# CITY VENTURES

## La Vista City Centre Phase 1

## Exhibit "B" TIF Eligible Expenses

### Uses of Funds

<u>TIF Eligible Expenses</u>	<u>Note 1</u>	<u>Note 2</u>
<b>Acquisition</b>		
Land & Structures	\$2,317,392	\$4,687,056
<b>Hard Costs</b>		
Façade Enhancements, Additional Glazing, Upgraded Windows	\$1,347,567	\$2,102,433
Public Impr. - Sidewalks, Landscaping, Street FF&E, Arch Lighting	\$390,599	\$609,401
Sitework - Site Utilities & Site Prep	\$195,300	\$304,700
<b>Soft Costs</b>		
TIF Capitalized Interest	\$428,561	\$663,287
Contractor Fee	\$742,138	\$1,157,862
Contingency	\$1,171,797	\$1,828,203
Design - Architecture / Engineering	\$1,093,677	\$1,706,323
Developer Fee	\$3,124,792	\$4,875,208
	<b>\$10,811,823</b>	<b>\$17,934,475</b>

<b>Total TIF Eligible Expenses</b>	<b>\$28,746,298</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  
JULY 5, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR FINAL PLAT – LOT 2, LAKEVIEW SOUTH II REPLAT 6 & S 1551.37 FT OF TAX LOT 4, 23-14-11 (NW OF 145 <sup>TH</sup> & MEADOWS BLVD.)	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

Resolutions have been prepared for approval of a final plat and subdivision agreement for approximately 25.82 acres located northwest of 145<sup>th</sup> Street and Meadows Blvd.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing was has been scheduled and resolutions have been prepared to consider applications for a final plat and subdivision agreement, submitted by J & H Investments, LLC, on behalf of the property owners, TC Accomodator 115, LLC and LB Southwest, LLC for approximately 25.82 acres currently described as Lot 2, Lakeview South II Replat 6 and S 1551.37 FT of Tax Lot 4, 23-14-11. The property is generally located on the northwest of 145th Street and Meadows Blvd.

The purpose of the requests is to replat the property into multiple lots with associated right-of-way. A detailed staff report is attached.

The Planning Commission held a meeting on April 20, 2017, and unanimously recommended approval of the final plat contingent on the approval of traffic and drainage studies and the finalization of a subdivision agreement prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1-5, HEIMES SUBDIVISION.

WHEREAS, the City Council did on July 5, 2017, approve the final plat for Lots 1-5, Heimes Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, J & H Investments, LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the July 5, 2017, City Council meeting for the Heimes Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR LOT 2 LAKEVIEW SOUTH II REPLAT 6 & S 1551.37 FT OF TAX LOT 4, SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1-5, HEIMES, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6<sup>TH</sup> P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, J & H Investments, LLC has made application for approval of a final plat for Lot 2, Lakeview South II Replat 6 & S 1551.37 FT of Tax Lot 4, Section 23, T14N, R11E; and

WHEREAS, the City Engineer has reviewed the final plat; and

WHEREAS, on April 20, 2017, the La Vista Planning Commission reviewed the final plat and recommended approval subject to the following conditions:

1. Approval of the traffic and drainage studies.
2. Finalization of a subdivision agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Lot 2, Lakeview South II Replat 6 & S 1551.37 FT of Tax Lot 4, Section 23, Township 14 North, Range 11 East, to be replatted as Lots 1-5, Heimes, a subdivision located in 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 northwest of 145<sup>th</sup> Street and Meadows Blvd, be, and hereby is, approved.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017.

CITY OF LA VISTA

ATTEST:

\_\_\_\_\_  
Douglas Kindig, Mayor

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



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PSFP-17-0002

For Hearing of: July 5, 2017  
Report Prepared on: June 23, 2017

**I. GENERAL INFORMATION**

**A. APPLICANT:**

J & H Investments LLC  
9144 S. 147<sup>th</sup> St.  
Omaha, NE 68138

**B. PROPERTY OWNER:**

TC Accomodator 115, LLC  
9140 West Dodge Road, Ste 380  
Omaha, NE 68154

**C. LOCATION:** Northwest of the intersection of Meadows Blvd. and 145<sup>th</sup> Street.

**D. LEGAL DESCRIPTION:** S 1551.37 FT of Tax Lot 4 (23-14-11), Lot 2 Lakeview South II Replat 6

**E. REQUESTED ACTION(S):**  
Final Plat for Heimes.

**F. EXISTING ZONING AND LAND USE:**

- S 1551.37 FT of Tax Lot 4 (23-14-11): I-2 Heavy Industrial; Vacant
- Lot 2 Lakeview South II Replat 6: I-2 Heavy Industrial with a Gateway Corridor Overlay (Overlay District); Vacant

**G. PURPOSE OF REQUEST:** Final Plat to divide S 1551.37 FT of Tax Lot 4 (23-14-11) and Lot 2 Lakeview South II Replat 6 into multiple lots with associated right-of-way.

**H. SIZE OF SITE:** 25.82 Acres

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** Both lots are currently vacant. The land is relatively flat near 145<sup>th</sup> and Meadows Blvd., with an increasing downward slope towards the north.

**B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:**

1. **North:** C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay

- 2. **East:** District) and a Planned Unit Development (PUD) Overlay District; vacant Lakeview South II; I-1 Light Industrial/I-2 Heavy Industrial with a Gateway Corridor Overlay (Overlay District); various industrial uses.
- 3. **South:** Lakeview South; IL Light Industrial (Sarpy County); various industrial uses.
- 4. **West:** Chalco Hills Recreation Area; AG Agricultural (Sarpy County); dam site

**C. RELEVANT CASE HISTORY:**

- 1. The preliminary plat for Heimes was approved by City Council on April 4, 2017.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial District
- 2. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
- 3. Section 3.05 of the Subdivision Regulations – Final Plat Specifications
- 4. Section 7.04 of the Subdivision Regulations – Subdivision Agreement

**III. ANALYSIS**

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

**B. OTHER PLANS:** Not applicable.

**C. TRAFFIC AND ACCESS:**

- 1. The preliminary plat designates an access point to 145<sup>th</sup> Street through the existing Lot 2 Lakeview South II Replat 6. Additionally, Lot 3 will be allowed to access Meadows Blvd. along the southern edge of the plat.
- 2. The revised traffic study for the project was provided to Nebraska Department of Transportation (formerly NDOR) for their review. Based on concerns brought forth, it was concluded that any future rezoning of any property in the vicinity of the Hwy. 50 and Meadows Blvd. intersection to a use that creates higher traffic volumes should be expected to make improvements or participate in intersection improvements.

**D. UTILITIES:**

- 1. The property has access to water, gas, power and communication utilities. The proposed sanitary sewer connects to an existing sanitary sewer in 145th Street that drains to an existing lift station. The property will be required to utilize the MUD water system for service.

**IV. REVIEW COMMENTS:**

1. The applicant, J & H Investments LLC, has submitted a request for a final plat to allow division of two lots into five for the purpose of development. Portions of the two subject lots will be dedicated to right-of-way to allow for the construction of a cul-de-sac for vehicular access to 145<sup>th</sup> Street for three of the proposed lots.
2. A revised drainage study was submitted March 27, 2017. The City Engineer has reviewed the study and finds it satisfactory.
3. After the initial round of comments were received regarding the drainage study for the project, a copy of the revised drainage study was been submitted to the Papio-Missouri River Natural Resources District (PMRNRD), Nebraska Department of Transportation (formerly NDOR) and Sarpy County for review and comment. No additional comments were provided.
4. A subdivision agreement has been prepared and is included in the Council packet.

**V. STAFF RECOMMENDATION – Final Plat:**

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

**VI. PLANNING COMMISSION RECOMMENDATION – Final Plat:**

The Planning Commission held a public hearing on April 20, 2017 and unanimously voted to recommend approval of the final plat, contingent on the approval of traffic and drainage studies and the finalization of a subdivision agreement prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

**VIII. ATTACHMENTS TO REPORT:**

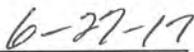
1. Vicinity Map
2. Staff Review Letter
3. Final Plat Map
4. Subdivision Agreement

**IX. COPIES OF REPORT SENT TO:**

1. Tom Heimes, J & H Investments, LLC
2. Beth Bucklin, TC Accommodator 115, LLC
3. Douglas Kellner, P.E., Thompson, Dreesen, & Dorner, Inc.
4. Public Upon Request

  
Prepared by: \_\_\_\_\_

  
Community Development Director

  
Date





March 22, 2017

Tom Heimes  
J & H Investments, LLC  
9144 S 147<sup>th</sup> Street  
Omaha, NE 68138

RE: Final Plat – Initial Review  
Heimes

Mr. Heimes,

City staff has reviewed the application that was received for a final plat called Heimes. Based on the requirements for a final plat in the City of La Vista Subdivision Regulations and considerations for rezoning, City staff have provided following comments:

Final Plat:

1. The traffic study along with a copy of the final plat should be sent to the Nebraska Department of Roads and Sarpy County Public Works for approval prior to City Council action on this request. A signed and sealed copy of the traffic study after acceptance by the NDOR and Sarpy PW needs to be submitted. One Paper copy and one digital copy would be sufficient.
2. A revised drainage study was submitted pursuant to the City's letter dated February 2, 2017. The City Engineer has reviewed the study and finds it satisfactory. The study need to be submitted to the Nebraska Department of Roads and Sarpy County Public Works for approval prior to City Council action on the final plat. A copy of the letter or e-mail transmitting the study needs to be submitted. The proposal is to provide on-site storm water detention so that the peak flow from 50-year storm events from Lots 1 through 4 does not exceed the pre-development flows from these lots. The detention plan for these lots will need to be an exhibit to the subdivision agreement since this drainage proposal is beyond what would be required by compliance with current regulations. It is necessary to meet the limitations of the downstream culverts under Giles Road. There are some minor clarifications/revisions remaining to be provided in the drainage study, but these can be part of the review for the improvement plans for constructing Portal Circle. A signed and sealed copy of the drainage study after acceptance by the NDOR and Sarpy PW needs to be submitted. One paper copy and one digital copy would be sufficient.

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

**Community Development**  
8116 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

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

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

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

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

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

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

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

[www.cityoflavista.org](http://www.cityoflavista.org)  
[info@cityoflavista.org](mailto:info@cityoflavista.org)

3. In accordance with Item No. 3 in the February 2, 2017 review letter, a copy of the revised drainage study needs to be submitted to the Papio-Missouri River Natural Resources District for review and comment. A copy of the letter or e-mail transmitting the study needs to be submitted.
4. Specifically regarding the Final Plat document, the City provides the following comments:
  - a. Per Article 3.05.03 of the Subdivision Regulations, please identify on the final plat the widths of the existing rights of way abutting the plat which includes 147<sup>th</sup> Street, Meadows Boulevard, and 145<sup>th</sup> Street.
  - b. The Final Plat needs to illustrate existing and proposed sewer and drainage easements in accordance with the storm sewer drainage study and sanitary sewer plan. The easements will need to be able to convey the major (100-year) storm event. The easements need to be illustrated on the plat, but shall be granted in a separate document that fully sets forth rights and obligations for usage of the easements.
  - c. Relative to Article 3.05.13 the signature block for the Planning Commission needs to be revised to comply with Section 10.03 of the Subdivision Regulations. This means change "Chairman" to "Chairperson".
  - d. Relative to Article 3.05.14 the signature block for the City Council and Mayor needs to be revised to comply with section 10.04 of the Subdivision Regulations. This means add the words "in accordance with the State Statutes of Nebraska".
  - e. Relative to Article 3.05.19 the surveyor's certification needs to be revised per Section 10.02 of the Subdivision Regulations. This means that the first sentence of the sample language in 10.02 needs to be added.
5. A subdivision agreement will need to be finalized prior to City Council action. Review comments regarding the draft subdivision agreement will be provided after full review by the City Engineer, City Attorney, and myself.
6. Cost estimates for proposed public improvements were provided which included itemization. The following comments and/or questions about the cost estimates include:
  - a. Identify if removal of the existing sanitary sewer lift station is covered by these estimates or if arrangements are being made for SID 48 to remove the lift station.
  - b. The watershed management fee will be applicable to Lots 1 through 5 and will be collected at time of building permit for each lot. Currently

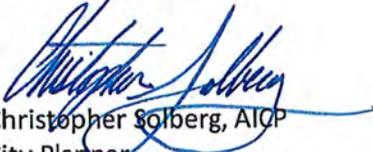
the fee is \$4,609 per acres which is the PCWP fee that took effect July 1, 2016. The fee will increase each July 1 through 2019. After 2019, the fee is yet to be determined.

7. Financial guarantees for the proposed public improvements will be required in accordance with Section 7.02 of the Subdivision Regulations before the plat can be released for recording.

In order for the Final Plat to be considered for review at the April 20, 2017 Planning Commission meeting, revised plat documents will need to be provided for further review. Please submit 4 full size copies (along with electronic copies) of the revised documents by March 29, 2017 to ensure that the application stays on track for the review by Planning Commission.

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

Thank you,



Christopher Solberg, AICP  
City Planner

cc: Ann Birch, Community Development Director  
John Kottmann, City Engineer  
Douglas Kellner, Thompson, Dreessen, & Dorner, Inc.

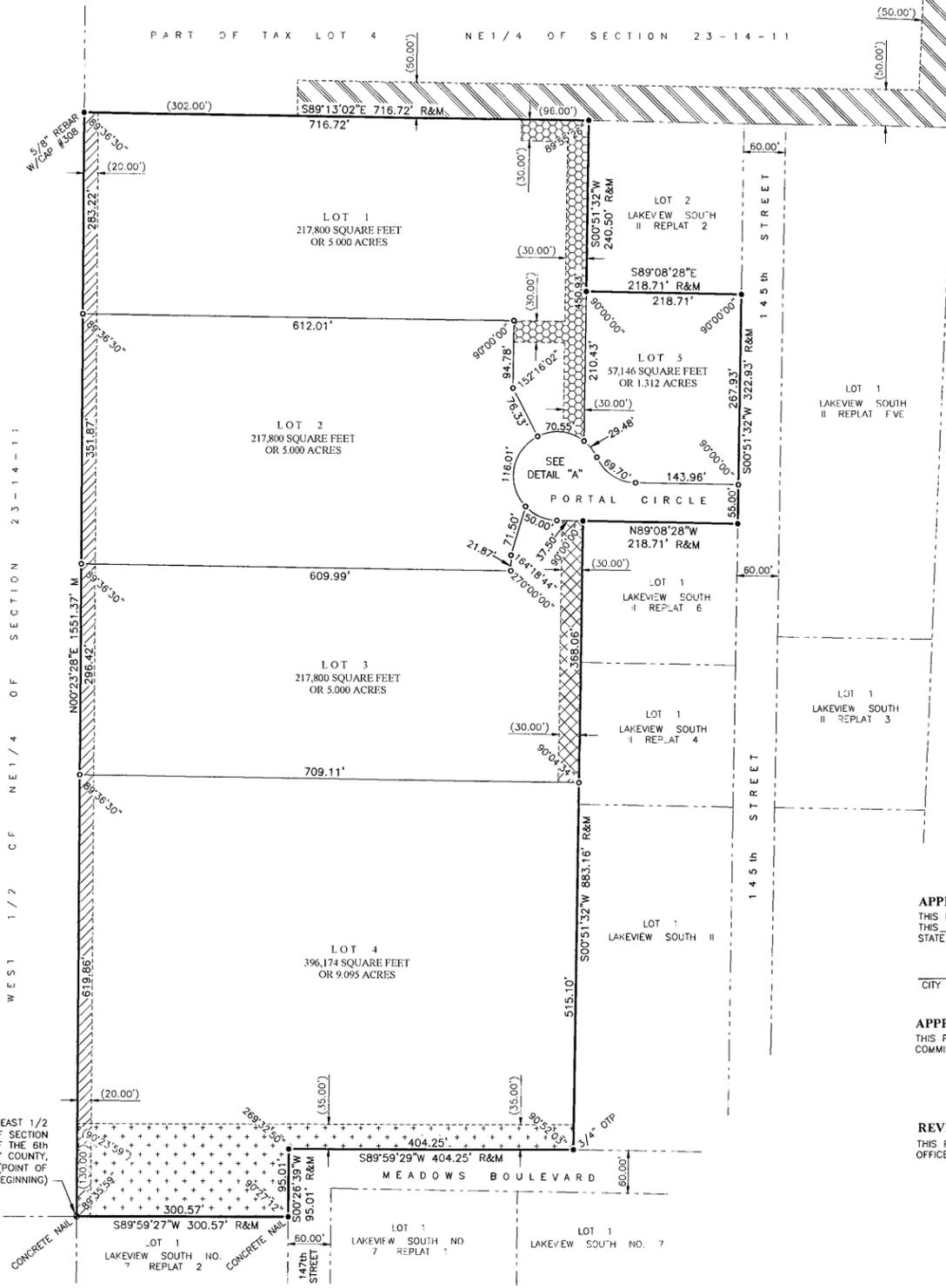
# HEIMES

## LOTS 1 THRU 5, INCLUSIVE

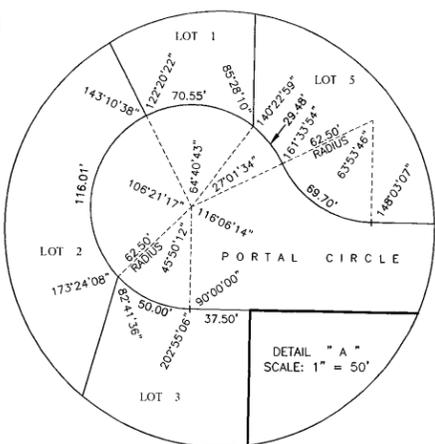
BEING A PLATTING OF LOT 2, LAKEVIEW SOUTH II REPLAT 6, A SUBDIVISION IN SARPY COUNTY, NEBRASKA TOGETHER WITH PART OF TAX LOT 4 IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 23, T14N, R11E OF THE 6th P.M., SAID SARPY COUNTY.

**NOTES:**

1. ANGLES SHOWN ADJACENT TO CURVES ARE MEASURED TO THE CHORD LINE OF SAID CURVE.
2. DIMENSIONS AND ANGLES IN PARENTHESIS PERTAIN TO EASEMENTS.



- 20 FOOT WIDE RIGHT-OF-WAY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT RECORDED AS INSTRUMENT NO. 99-04268 OF THE SARPY COUNTY RECORDS.
- 50 FOOT WIDE NON-EXCLUSIVE EASEMENT RECORDED AS INSTRUMENT NO. 2015-06463 OF THE SARPY COUNTY RECORDS.
- RIGHT-OF-WAY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT RECORDED IN BOOK 48 AT PAGE 169 OF THE SARPY COUNTY RECORDS.
- 30.00 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT.
- 30.00 FOOT WIDE SANITARY, STORM SEWER AND DRAINAGE EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT.



- LEGEND**
- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
  - CORNERS SET (5/8" REBAR W/CAP #308)
  - R RECORDED DISTANCE
  - M MEASURED DISTANCE
  - OTP OPEN TOP PIPE

**APPROVAL OF THE LA VISTA CITY COUNCIL**  
 THIS PLAT OF HEIMES WAS APPROVED BY THE LA VISTA CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

**APPROVAL OF THE LA VISTA CITY PLANNING COMMISSION**  
 THIS PLAT OF HEIMES WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

**REVIEW BY SARPY COUNTY PUBLIC WORKS**  
 THIS PLAT OF HEIMES WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS AND FURTHER CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND AT ALL INTERIOR CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS HEIMES, LOTS 1 THRU 5, INCLUSIVE, BEING A PLATTING OF LOT 2, LAKEVIEW SOUTH II REPLAT 6, A SUBDIVISION IN SARPY COUNTY, NEBRASKA TOGETHER WITH PART OF TAX LOT 4 IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 23, T14N, R11E OF THE 6th P.M., SAID SARPY COUNTY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID EAST 1/2; THENCE N00°23'28"E (ASSUMED BEARING) 1551.37 FEET ON THE WEST LINE OF SAID EAST 1/2; THENCE S89°13'02"E 716.72 FEET ON THE NW CORNER OF LOT 2, LAKEVIEW SOUTH II REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY; THENCE S00°51'32"W 240.50 FEET ON THE WEST LINE OF LOT 2 SAID LAKEVIEW SOUTH REPLAT 2 TO THE NW CORNER OF SAID LOT 2, LAKEVIEW SOUTH II REPLAT 6; THENCE S89°08'28"E 218.71 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE NE CORNER THEREOF; THENCE S00°51'32"W 322.93 FEET ON THE EAST LINE OF SAID LOT 2 TO THE SE CORNER THEREOF; THENCE N89°08'28"E 218.71 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE SW CORNER THEREOF; THENCE S00°51'32"W 883.16 FEET ON THE WEST LINES OF LOT 1, LAKEVIEW SOUTH II REPLAT 6, LOT 1, LAKEVIEW SOUTH II REPLAT 4 AND LOT 1, LAKEVIEW SOUTH II, SUBDIVISIONS IN SAID SARPY COUNTY TO THE NORTH LINE OF MEADOWS BOULEVARD; THENCE S89°59'29"W 404.25 FEET ON THE NORTH LINE OF MEADOWS BOULEVARD TO THE WEST LINE OF 147th STREET; THENCE S00°26'39"W 95.01 FEET ON THE WEST LINE OF 147th STREET TO THE NE CORNER OF LOT 1, LAKEVIEW SOUTH NO. 7 REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY; THENCE S89°59'27"W 300.57 FEET ON THE NORTH LINE OF LOT 1 SAID LAKEVIEW SOUTH NO. 7 REPLAT 2 TO THE POINT OF BEGINNING.



MARCH 17, 2017  
 DATE:

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: THAT WE, J & H INVESTMENTS, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY AND LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS AND AMERICAN NATIONAL BANK, BEING THE MORTGAGE HOLDERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A STREET AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HEIMES, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREET AS SHOWN HEREON AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK QC AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, CROSSARMS, DOWN GUYS AND ANCHORS, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR LOT LINES.

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS AND ALONG ALL STREET FRONTAGES OF ALL CORNER LOTS.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

J & H INVESTMENTS L.L.C., LB SOUTHWEST, LLC, AMERICAN NATIONAL BANK  
 A NEBRASKA LIMITED LIABILITY COMPANY A NEBRASKA LIMITED LIABILITY COMPANY

BY: THOMAS HEIMES, MANAGER BY: LANCE PITTACK, PRESIDENT/MEMBER BY: JASON L. HANSEN, FIRST VICE PRESIDENT

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA  
 COUNTY OF SARPY)  
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 BY THOMAS HEIMES, MANAGER OF J & H INVESTMENTS, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA  
 COUNTY OF SARPY)  
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 BY LANCE PITTACK, PRESIDENT/MEMBER OF LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA  
 COUNTY OF SARPY)  
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 BY JASON L. HANSEN, FIRST VICE PRESIDENT OF AMERICAN NATIONAL BANK, ON BEHALF OF SAID BANK.

**SARPY COUNTY TREASURER'S CERTIFICATE**

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TREASURER'S SEAL  
 SARPY COUNTY TREASURER



thompson, dreesen & dorner, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 td2co.com

HEIMES LOTS 1 THRU 5, INCLUSIVE



Revision Dates

No.	Description	MM-DD-YY

Job No.: A1642-108A  
 Drawn By: RJR  
 Reviewed By: JDW  
 Date: MARCH 17, 2017  
 Book:  
 Page:

SARPY COUNTY FINAL PLAT

Sheet Number

SHEET 1 OF 1

**DRAFT SUBDIVISION AGREEMENT**

**(Heimes)**

**(Replat of S 1551.37FT TAX LOT 4 23-14-11 and Lot 2 Lakeview South II Replat 6,  
which shall henceforth be replatted as Lots 1-5, Heimes)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, among J & H Investments LLC ("J & H Investments" or "Subdivider" as such context shall require), a Nebraska limited liability company, LB Southwest, LLC ("LB Southwest"), a Nebraska limited liability company, and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

**WITNESSETH:**

WHEREAS, Subdivider and LB Southwest are the owners of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Replat, the Replatted Area," or "Subdivision". Specifically, LB Southwest is the owner of Lot 1, and J & H Investments is the owner of Lots 2, 3, 4, and 5, of the Replatted Area. The Replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat"); and,

WHEREAS, the Subdivider proposes to build public improvements in and serving the Subdivision and has requested the City to approve Subdivider's platting and plan for developing the Subdivision; and

WHEREAS, the Subdivider has elected to use the personal financing option and pay for construction of all improvements, with all infrastructure, utilities and other improvements to be paid for by Subdivider without use of sanitary improvement district or City; and

WHEREAS, the parties wish to agree upon the manner and to the extent to which paving, storm sewers, sanitary sewers, vehicular and pedestrian access and movement, utility distribution systems and other aspects of the infrastructure of the Subdivision shall be constructed, maintained, and other issues that are to be resolved;

WHEREAS, Subdivider desires to provide for the flow and handling of sewage collected in or flowing into the sanitary sewer system to be constructed within the Subdivision, and has requested City to issue the necessary connection permits therefor; and

WHEREAS, LB Southwest, by its execution of this Agreement and in addition to any obligation expressly provided by the terms of this Agreement: (i) does hereby agree that it is the owner of Lot 1 of the Replatted Area, (ii) does hereby consent to and agree to execute the Final Plat as owner of Lot 1 of the Replatted Area which is contemplated to be approved by the City Council in conjunction with this Agreement, (iii) does hereby acknowledge LB Southwest has no objection to Subdivider entering into this Agreement, (iv) does hereby agree at its cost and expense to maintain public infrastructure on or serving Lot 1, unless such maintenance is otherwise provided and paid for by a property owners association or pursuant to any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer

("Maintenance CCRs"), (iv) does hereby agree to execute any such reasonable consent or acknowledgment as may be necessary to formalize LB Southwest's, and its successors and assigns, obligations with respect to the Maintenance CCR's; and (v) in no event, however, does LB Southwest consent or agree to be bound to any cost or obligation to bring sewer, storm sewer, water, or roads to Lot 1, whereby, the Subdivider's execution of this Agreement constitutes the Subdivider's agreement to indemnify and hold LB Southwest, and its successors and assigns, harmless from such costs and expenses.

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

1. Replattings. Subject to the terms of this Agreement, **S 1551.37FT TAX LOT 4 2314-11 and Lot 2 Lakeview South II Replat 6** shall be replatted as Lots 1-5, Heimes, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat which shall include a demonstration of any easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form and content satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.
3. Storm Water Management Plan: Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control in compliance with applicable regulations. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as meeting the requirements listed on the Post Construction Storm Water Management Plan attached hereto as "Exhibit C." Plans and specifications for such storm water management improvements shall be prepared, before issuance of a permit for grading or construction of improvements in the Replatted Area, by Subdivider's engineer at Subdivider's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting any grading or construction of such improvements.
4. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit D" shall be entered into between Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, and City prior to starting construction of such improvements described in Section 3 or any other improvements in the Replatted Area, after City has approved the Exhibits to be

attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:

- A. identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider or LB Southwest, as the case may be, at its expense,
- B. include provisions to control when post-construction storm water features are to be constructed,
- C. differentiate between the requirements of construction site storm water runoff controls and post-construction controls, and
- D. provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff.

Such provisions shall run with the land and become the responsibility of Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, jointly and severally with their respective successors, assigns and future owners of their respective portions of the Replatted Area or any part thereof.

- 5. Watershed Management Fees: The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, shall make payment to City for Watershed Fees. This fee for the Property shown on "Exhibit B" shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.
- 6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
- 7. Construction/Installation of Improvements.
  - A. The Subdivider covenants and agrees that the Subdivider shall, before the City releases the Final Plat to be recorded, present to the City Clerk a surety bond, or other security acceptable to the City Attorney, in form and content and in amounts totaling at least 110% of total estimated construction and soft costs of the following public improvements as satisfactory to the City Engineer, and guaranteeing the timely and orderly installation of the following public improvements at the Subdivider's expense :

1. Paving. Concrete paving not less than nine inches (9") in depth with integral curb, and of a width as shown on the paving plan for the Subdivision (Exhibit "E" attached hereto), and which paving shall be constructed in dedicated street right-of-way of Portal Circle per the final plat (Exhibit "B").
2. Sanitary Sewers. All sanitary sewer mains, manholes, and related appurtenances to be constructed within or serving the Subdivision, which shall be constructed in street right-of-way of Portal Circle as more fully shown on public sewer plan attached hereto as Exhibit "G".
3. Storm Sewers. Storm sewers, inlets, manholes, and related appurtenances constructed in dedicated street right-of-way of Portal Circle and within storm sewer easements as shown on final plat (Exhibit "B") and on storm sewer plan for the Subdivision (Exhibit "E" hereto).
4. Water. MUD water service, including domestic and firefighting flows, to serve all lots within the Subdivision to be installed in Portal Circle right-of-way.
5. Gas. Gas mains to serve all lots to be constructed in Portal Circle right-of-way.
6. Power. Underground electrical power to serve all properties within the Subdivision.
7. Street Lighting. Street lighting of a height, illumination and design to be approved by City and determined by City to be necessary.
8. The timing, plans and specifications for and location of each improvement, and any other requirements of this Agreement with respect to each such improvement, shall be in accordance with established City requirements and shall be subject to approval of the City's Engineer prior to starting construction or installation of each said improvement.

An itemized estimate of all applicable construction, engineering and other soft costs and expenses is included as Exhibit H.

8. Administrative Fee. Subdivider shall pay to City an amount equal to two percent (2%) of the actual construction cost of Subdivider paid improvements as administrative expenses incurred by City in connection with the administration of this Agreement. Estimated payment shall be made on the basis of two percent (2%) of the construction and/or installation cost estimates for the various improvements computed by the Subdivider's engineer, which estimated amount shall be paid to the City at the time the plans and specifications are submitted to the City for final review and approval.
9. Public Access Roads or Driveways. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agrees that direct vehicular access to abutting streets shall be limited as indicated on the Final Plat. The City shall have access to and over roads and driveways identified in the Plat for use of the public for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.

10. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.
11. Tract Sewer Connection Fees. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "F" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements.

Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, further agree that initial tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the release of the Final Plat for recording:

Lot 1, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 2, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 3, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 4, Industrial	9.10± AC @ \$5,500/AC	<u>\$50,050.00</u>
Total		\$132,550.00*

\*Tract sanitary sewer connection fees required for Lot 5 prior to recording the Final Plat previously were paid.

Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, further agree that Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 2, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 3, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 4, Industrial	9.10± AC @ \$6,690/AC	\$ 62,790.00
Lot 5, Industrial	1.31±AC @ \$6,690/AC	<u>\$ 8,739.00</u>
Total		\$175,053.90

The aforesaid fees of \$5,500 and \$6,690 per acre are the rates now in effect and are subject to increase. The rates in effect at time of connection to the sanitary sewer system will be the rates paid. A sanitary sewer connection agreement shall be required of Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, as a condition of release of the Final Plat to Subdivider for recording, in form and content attached hereto as Exhibit F, subject to any additions or changes the City Engineer determines necessary or advisable

12. Infrastructure to be at Private Expense. The cost of initial installation of all Infrastructure, Improvements and easements within and serving the Replatted Area, including but not limited to parking and internal street improvements, ingress and egress, streets, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed by Subdivider at Subdivider's sole cost and expense, The cost to maintain, operate, repair, or replace any such Infrastructure, Improvements, or easements shall be at private expense and the sole cost and expense of the owner(s) of the portions of the Replatted Area served by such Infrastructure, Improvements or easements or on which such Infrastructure, Improvements or easements are located, and any successor or assign of any such owner(s), unless such work is provided and paid for by a property owners association or pursuant to any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer and no part thereof shall be the responsibility of or at the expense of the City.
13. Private Financing of Improvements. The parties agree that the entire cost of all public improvements set out in Section 7 herein, and any other infrastructure, shall be paid by the Subdivider. The Subdivision shall not be included within the boundaries of any sanitary improvement district and no other form of public financing shall be utilized in construction of the improvements for the Subdivision, except as otherwise approved by City.
14. Maintenance and Repair of Infrastructure Improvements. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, at their sole cost and expense, shall maintain and keep in good repair, in perpetuity, all improvements of or benefiting the Subdivision, provided, however, (i) the cost and expense to maintain, replace, or repair any such improvements shall be the responsibility of the owner(s) of the portions of the Replatted Area served by such improvements or on which such improvements are located, unless such work is provided and paid for by a property owners association or pursuant to any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer, and (ii) that City, subject to the following improvements being in good condition and repair at the following times, will assume responsibility for repair and maintenance of the following:
- A. The following improvements within Portal Circle right-of-way at time of City's annexation of the Subdivision:
1. Paving (exclusive of median and median improvements), public storm sewer, and public sanitary sewer (includes outfall sewer).
  2. OPPD charges for maintenance and energizing of street lighting, except as otherwise may be provided by policies or procedures of OPPD as implemented or amended from time to time for payment of any such charges by property owners.
15. Easements. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree as follows: All proposed easements by the Subdivider, and easements required by the City for existing, proposed, or relocated public or private or

shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Subdivider shall be responsible for delivering to City any Easements required before the final plat is released. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City.

16. Ownership Representation. J & H Investments and LB Southwest, by signing below and the Final Plat of Heimes, each does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the lots of the Replatted Area as indicated in the recitals above at date of execution of this Agreement and at date of recording the final plat. If J & H Investments or LB Southwest, after the final plat is recorded, desires to convey part of the Replatted Area, J & H Investments and LB Southwest, before such conveyance shall execute and record with the Sarpy County Register of Deeds covenants and easements to provide for the use, operation, maintenance, replacement, and repairs of any areas or improvements that benefit or are used or shared by the property to be conveyed and any other part of the Replatted Area, in form and content satisfactory to the City Engineer, if not previously provided in connection with creation of the property owner's association as described in subsection "2" below.

Notwithstanding anything in this Agreement to the contrary:

1. Requirements of this Agreement regarding operation, maintenance, modification, replacement, or repair of any public infrastructure or other improvements that are located on and serving only one lot in the Replatted Area shall be the sole responsibility of the owner of such lot, which requirements shall constitute covenants running with the land and be binding on all successors and assigns of such owner. Owners of other lots in the Replatted Area shall not be liable for such requirements; and
2. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that they may create a property owner's association to provide for use, operation, maintenance, modification, replacement, reconstruction, or repair, and allocation of corresponding costs or expenses among lot owners, of any public infrastructure or other improvements after they are constructed, in form and content satisfactory to the City Engineer and recorded with the Sarpy County Register of Deeds. Upon formation of such association, a lot owner's responsibility for the same shall cease except for (i) Subdivider's obligation of the initial construction of improvements and (ii) any requirement of such lot owner under this Agreement that the association does not perform.

17. Exhibit Summary. The Exhibits proposed by Thompson, Dreessen and Dorner Inc., engineers for the Subdivider, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:
- |              |   |
|--------------|---|
| Exhibit "A": | Land survey certificate showing boundary area to be replatted. Drawing and legal description. |
| Exhibit "B": | Replat of the area to be developed.   |
| Exhibit "C": | Post Construction Storm Water Management Plan   |
| Exhibit "D"  | Post-Construction Storm Water Management Plan<br>Maintenance Agreement                        |
| Exhibit "E"  | Public Paving and Storm Sewer   |
| Exhibit "F"  | Sewer Connection Agreement  |
| Exhibit "G"  | Sanitary Sewer Plan   |
| Exhibit "H"  | Itemized Estimate   |
18. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
19. Incorporation of Recitals. Recitals at this beginning of this Agreement are incorporated into this Agreement by reference.
20. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
21. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
22. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
23. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
24. City Engineer to be Determiner. Notwithstanding anything in this Agreement to the contrary, Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the City shall have the right, but not any obligation, to inspect any work on or relating to the

improvements described in this Agreement, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider with respect to initial construction of improvements pursuant to Section 7 (and Subdivider or LB Southwest, as the case may be with respect to replacement, maintenance or repair of any improvements on or benefiting its lot(s)), shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.

25. City Access/Repair. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replatted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such improvements and to assess against the owner(s) of the portions of the Replatted Area served by such such improvements or on which such improvements are located, and such portions of the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited; provided, however, Subdivider shall be solely responsible for any required action pursuant to this Section 25 arising with respect to construction of improvements pursuant to Section 7. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorney fees incurred by City in such foreclosure
26. City Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider or LB Southwest, or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.
27. Filing of Record. The Subdivider, at its expense when recording the Final Plat, shall record this Agreement and the covenants or easements required by this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause recorded copies thereof to be transmitted to the City Administrator.
28. Covenants Running With the Land. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that:

The Final Plat, this Agreement and all documents, obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded by Subdivider with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, and their respective successors and assigns gaining or claiming any interest or lien in, to or against any property Subdivider or LB Southwest, as the case may be, owns within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement

requires additional, greater or a higher standard of performance. City shall have the right, but not the obligation, to enforce any and all covenants. After City releases the Final Plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska.

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

J & H Investments LLC, a Nebraska LLC

By: J & H Investments LLC

Its: Managing Member

By: \_\_\_\_\_  
Tom Heimes, J & H Investments LLC

CITY OF LA VISTA

By: \_\_\_\_\_  
Douglas Kindig, Mayo

ATTEST:

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

Consent by LB Southwest:

LB Southwest, by its execution of this Agreement and in addition to any obligation expressly provided by the terms of this Agreement: (i) does hereby agree that it is the owner of Lot 1 of the Replatted Area, (ii) does hereby consent to and agree to execute the Final Plat as owner of Lot 1 of the Replatted Area which is contemplated to be approved by the City Council in conjunction with this Agreement, (iii) does hereby acknowledge LB Southwest has no objection to Subdivider entering into this Agreement, (iv) does hereby agree at its cost and expense to maintain public infrastructure on or serving Lot 1, unless such maintenance is otherwise provided and paid for by a property owners association pursuant to Maintenance CCRs or any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer, (iv) does hereby agree to execute any such reasonable consent or acknowledgment as may be necessary to formalize LB Southwest's, and its successors and assigns, obligations with respect to the Maintenance CCR's; and (v) in no event, however, does LB Southwest consent or agree to be bound to any cost or obligation to bring sewer, storm sewer, water, or roads to Lot 1, whereby, the Subdivider's execution of this Agreement constitutes the Subdivider's agreement to indemnify and hold LB Southwest, and its successors and assigns, harmless from such costs and expenses.

LB Southwest, LLC, a Nebraska LLC

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

Its: \_\_\_\_\_

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Tom Heimes, Managing Member of J & H Investments LLC ("Company"); personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Partnership and Company.

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

Notary Public

\_\_\_\_\_

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_, personally known by me to be the Mayor of the City of La Vista and \_\_\_\_\_, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public

\_\_\_\_\_



**DRAFT SUBDIVISION AGREEMENT**

**(Heimes)**

**(Replat of S 1551.37FT TAX LOT 4 23-14-11 and Lot 2 Lakeview South II Replat 6,  
which shall henceforth be replatted as Lots 1-5, Heimes)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, among J & H Investments LLC ("J & H Investments" or "Subdivider" as such context shall require), a Nebraska limited liability company, LB Southwest, LLC ("LB Southwest"), a Nebraska limited liability company, and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

**WITNESSETH:**

WHEREAS, Subdivider and LB Southwest are the owners of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Replat, the Replatted Area," or "Subdivision". Specifically, LB Southwest is the owner of Lot 1, and J & H Investments is the owner of Lots 2, 3, 4, and 5, of the Replatted Area. The Replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat"); and,

WHEREAS, the Subdivider proposes to build public improvements in and serving the Subdivision and has requested the City to approve Subdivider's platting and plan for developing the Subdivision; and

WHEREAS, the Subdivider has elected to use the personal financing option and pay for construction of all improvements, with all infrastructure, utilities and other improvements to be paid for by Subdivider without use of sanitary improvement district or City; and

WHEREAS, the parties wish to agree upon the manner and to the extent to which paving, storm sewers, sanitary sewers, vehicular and pedestrian access and movement, utility distribution systems and other aspects of the infrastructure of the Subdivision shall be constructed, maintained, and other issues that are to be resolved;

WHEREAS, Subdivider desires to provide for the flow and handling of sewage collected in or flowing into the sanitary sewer system to be constructed within the Subdivision, and has requested City to issue the necessary connection permits therefor; and

WHEREAS, LB Southwest, by its execution of this Agreement and in addition to any obligation expressly provided by the terms of this Agreement: (i) does hereby agree that it is the owner of Lot 1 of the Replatted Area, (ii) does hereby consent to and agree to execute the Final Plat as owner of Lot 1 of the Replatted Area which is contemplated to be approved by the City Council in conjunction with this Agreement, (iii) does hereby acknowledge LB Southwest has no objection to Subdivider entering into this Agreement, (iv) does hereby agree at its cost and expense to maintain public infrastructure on or serving Lot 1, provided that cost of shared infrastructure shall be allocated on an equitable basis among all of the Lots in the Subdivision (as determined by the City Engineer if an agreement cannot be reached), unless such

maintenance is otherwise provided and paid for by a property owners association or any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer ("Maintenance CCRs"), (iv) does hereby agree to execute any such reasonable consent or acknowledgment as may be necessary to formalize LB Southwest's, and its successors and assigns, obligations with respect to the Maintenance CCR's; and (v) in no event, however, does LB Southwest consent or agree to be bound to any cost or obligation to install sewer, storm sewer, water, or roads to Lot 1, whereby, the Subdivider's execution of this Agreement constitutes the Subdivider's agreement to indemnify and hold LB Southwest, and its successors and assigns, harmless from such costs and expenses.

NOW, THEREFORE, IT IS AGREED by Subdivider, LB Southwest, and City as follows:

1. Replattings. Subject to the terms of this Agreement, **S 1551.37FT TAX LOT 4 2314-11 and Lot 2 Lakeview South II Replat 6** shall be replatted as Lots 1-5, Heimes, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat which shall include a demonstration of any easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form and content satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.
3. Storm Water Management Plan: Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control in compliance with applicable regulations. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as meeting the requirements listed on the Post Construction Storm Water Management Plan attached hereto as "Exhibit C." Plans and specifications for such storm water management improvements shall be prepared, before issuance of a permit for grading or construction of improvements in the Replatted Area, by Subdivider's engineer at Subdivider's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting any grading or construction of such improvements.
4. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit D" shall be entered into between Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, and City prior to starting construction of such improvements described in Section 3 or any other improvements in the Replatted Area, after City has approved the Exhibits to be

attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:

- A. identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider or LB Southwest, each with respect to areas of the Replatted Area it owns, at its expense,
- B. include provisions to control when post-construction storm water features are to be constructed,
- C. differentiate between the requirements of construction site storm water runoff controls and post-construction controls, and
- D. provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff.

Such provisions shall run with the land and become the responsibility of Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, jointly and severally with their respective successors, assigns and future owners of their respective portions of the Replatted Area or any part thereof.

- 5. Watershed Management Fees: The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, shall make payment to City for Watershed Fees. This fee for the Property shown on "Exhibit B" shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.
- 6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
- 7. Construction/Installation of Improvements.
  - A. The Subdivider covenants and agrees that the Subdivider shall, before the City releases the Final Plat to be recorded, present to the City Clerk a surety bond, or other security acceptable to the City Attorney, in form and content and in amounts totaling at least 110% of total estimated construction and soft costs of the following public improvements as satisfactory to the City Engineer, and guaranteeing the timely and orderly installation of the following public improvements at the Subdivider's expense :
    - 1. Paving. Concrete paving not less than nine inches (9") in depth with

integral curb, and of a width as shown on the paving plan for the Subdivision (Exhibit "E" attached hereto), and which paving shall be constructed in dedicated street right-of-way of Portal Circle per the final plat (Exhibit "B").

2. Sanitary Sewers. All sanitary sewer mains, manholes, and related appurtenances to be constructed within or serving the Subdivision, which shall be constructed in street right-of-way of Portal Circle as more fully shown on public sewer plan attached hereto as Exhibit "G".
3. Storm Sewers. Storm sewers, inlets, manholes, and related appurtenances constructed in dedicated street right-of-way of Portal Circle and within storm sewer easements as shown on final plat (Exhibit "B") and on storm sewer plan for the Subdivision (Exhibit "E" hereto).
4. Water. MUD water service, including domestic and firefighting flows, to serve all lots within the Subdivision to be installed in Portal Circle right-of-way.
5. Gas. Gas mains to serve all lots to be constructed in Portal Circle right-of-way.
6. Power. Underground electrical power to serve all properties within the Subdivision.
7. Street Lighting. Street lighting of a height, illumination and design to be approved by City and determined by City to be necessary.
8. The timing, plans and specifications for and location of each improvement, and any other requirements of this Agreement with respect to each such improvement, shall be in accordance with established City requirements and shall be subject to approval of the City's Engineer prior to starting construction or installation of each said improvement.

An itemized estimate of all applicable construction, engineering and other soft costs and expenses is included as Exhibit H.

8. Administrative Fee. Subdivider shall pay to City an amount equal to two percent (2%) of the actual construction cost of Subdivider paid improvements as administrative expenses incurred by City in connection with the administration of this Agreement. Estimated payment shall be made on the basis of two percent (2%) of the construction and/or installation cost estimates for the various improvements computed by the Subdivider's engineer, which estimated amount shall be paid to the City at the time the plans and specifications are submitted to the City for final review and approval.
9. Public Access Roads or Driveways. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agrees that direct vehicular access to abutting streets shall be limited as indicated on the Final Plat. The City shall have access to and over roads and driveways identified in the Plat for use of the public for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.

10. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.
11. Tract Sewer Connection Fees. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "F" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements.

Subdivider agrees that initial tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the release of the Final Plat for recording:

Lot 1, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 2, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 3, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 4, Industrial	9.10± AC @ \$5,500/AC	<u>\$50,050.00</u>
Total		\$132,550.00*

\*Tract sanitary sewer connection fees required for Lot 5 prior to recording the Final Plat previously were paid.

Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, further agree that Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 2, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 3, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 4, Industrial	9.10± AC @ \$6,690/AC	\$ 62,790.00
Lot 5, Industrial	1.31+AC @ \$6,690/AC	<u>\$ 8,739.00</u>
Total		\$175,053.90

The aforesaid fees of \$5,500 and \$6,690 per acre are the rates now in effect and are subject to increase. The rates in effect at time of connection to the sanitary sewer system will be the rates paid. A sanitary sewer connection agreement shall be required of Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, as a condition of release of the Final Plat to Subdivider for recording, in form and content attached hereto as Exhibit F, subject to approval of Sarpy County and any additions or changes as Sarpy County or the City Engineer determines necessary or advisable

12. Infrastructure to be at Private Expense. The cost of initial installation of all Infrastructure, Improvements and easements within and serving the Replatted Area, including but not limited to parking and internal street improvements, ingress and egress, streets, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed by Subdivider at Subdivider's sole cost and expense, The cost to maintain, operate, repair, or replace any such Infrastructure, Improvements, or easements shall be at private expense and the sole cost and expense of the owner(s) of the portions of the Replatted Area served by such Infrastructure, Improvements or easements or on which such Infrastructure, Improvements or easements are located, and any successor or assign of any such owner(s), unless such work is provided and paid for by a property owners association or pursuant to any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer and no part thereof shall be the responsibility of or at the expense of the City.
13. Private Financing of Improvements. The parties agree that the entire cost of all public improvements set out in Section 7 herein, and any other infrastructure, shall be paid by the Subdivider. The Subdivision shall not be included within the boundaries of any sanitary improvement district and no other form of public financing shall be utilized in construction of the improvements for the Subdivision, except as otherwise approved by City.
14. Maintenance and Repair of Infrastructure Improvements. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, at their sole cost and expense, shall maintain and keep in good repair, in perpetuity, all improvements of or benefiting their respective lots, provided, however, (i) the cost and expense to maintain, replace, or repair any such improvements shall be the responsibility of the owner(s) of the portions of the Replatted Area served by such improvements or on which such improvements are located, unless such work is provided and paid for by a property owners association or pursuant to any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer, and (ii) that City, subject to the following improvements being in good condition and repair at the following times, will assume responsibility for repair and maintenance of the following:
- The following improvements within Portal Circle right-of-way at time of City's annexation of the Subdivision:
1. Paving (exclusive of median and median improvements), public storm sewer, and public sanitary sewer (includes outfall sewer).
  2. OPPD charges for maintenance and energizing of street lighting, except as otherwise may be provided by policies or procedures of OPPD as implemented or amended from time to time for payment of any such charges by property owners.
15. Easements. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree as follows: All proposed easements by the Subdivider, and easements required by the City for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by

instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Subdivider shall be responsible for obtaining and delivering to City all required Easements before the final plat is released. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City.

16. Ownership Representation. J & H Investments and LB Southwest, by signing below and the Final Plat of Heimes, each does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the lots of the Replatted Area as indicated in the recitals above at date of execution of this Agreement and at date of recording the final plat. If J & H Investments or LB Southwest, after the final plat is recorded, desires to convey part of the Replatted Area, J & H Investments and LB Southwest, before such conveyance shall execute and record with the Sarpy County Register of Deeds covenants and easements to provide for the use, operation, maintenance, replacement, and repairs of any areas or improvements that benefit or are used or shared by the property to be conveyed and any other part of the Replatted Area, in form and content satisfactory to the City Engineer, if not previously provided in connection with creation of the property owner's association as described in subsection "2" below.

Notwithstanding anything in this Agreement to the contrary:

1. Requirements of this Agreement regarding operation, maintenance, modification, replacement, or repair of any public infrastructure or other improvements that are located on and serving only one lot in the Replatted Area shall be the sole responsibility of the owner of such lot, which requirements shall constitute covenants running with the land and be binding on all successors and assigns of such owner. Owners of other lots in the Replatted Area shall not be liable for such requirements; and
  2. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that they may create a property owner's association to provide for use, operation, maintenance, modification, replacement, reconstruction, or repair, and allocation of corresponding costs or expenses among lot owners, of any public infrastructure or other improvements after they are constructed, in form and content satisfactory to the City Engineer and recorded with the Sarpy County Register of Deeds. Upon formation of such association, a lot owner's responsibility for the same shall cease except for (i) Subdivider's obligation of the initial construction of improvements and (ii) any requirement of such lot owner under this Agreement that the association does not perform.
17. Exhibit Summary. The Exhibits proposed by Thompson, Dreessen and Dorner Inc., engineers for the Subdivider, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Land survey certificate showing boundary area to be replatted. Drawing and legal description.
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Post Construction Storm Water Management Plan
Exhibit "D"	Post-Construction Storm Water Management Plan Maintenance Agreement
Exhibit "E"	Public Paving and Storm Sewer
Exhibit "F"	Sewer Connection Agreement
Exhibit "G"	Sanitary Sewer Plan
Exhibit "H"	Itemized Estimate

18. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
19. Incorporation of Recitals. Recitals at this beginning of this Agreement are incorporated into this Agreement by reference.
20. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
21. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
22. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
23. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
24. City Engineer to be Determiner. Notwithstanding anything in this Agreement to the contrary, Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the City shall have the right, but not any obligation, to inspect any work on or relating to the improvements described in this Agreement, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or

replacement, and Subdivider with respect to initial construction of improvements pursuant to Section 7 (and Subdivider or LB Southwest, as the case may be with respect to replacement, maintenance or repair of any improvements on or benefiting its lot(s)), shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.

25. City Access/Repair. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replatted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such improvements and to assess against the owner(s) of the portions of the Replatted Area served by such improvements or on which such improvements are located, and such portions of the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited; provided, however, Subdivider shall be solely responsible for any required action pursuant to this Section 25 arising with respect to construction of improvements pursuant to Section 7. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorney fees incurred by City in such foreclosure
26. City Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider or LB Southwest, or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.
27. Filing of Record. The Subdivider, at its expense when recording the Final Plat, shall record this Agreement and the covenants or easements required by this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause recorded copies thereof to be transmitted to the City Administrator.
28. Covenants Running With the Land. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that:

The Final Plat, this Agreement and all documents, obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded by Subdivider with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, and their respective successors and assigns gaining or claiming any interest or lien in, to or

against any property Subdivider or LB Southwest, as the case may be, owns within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance. City shall have the right, but not the obligation, to enforce any and all covenants. After City releases the Final Plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska.

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

J & H Investments LLC, a Nebraska LLC

By: J & H Investments LLC

Its: Managing Member

By: \_\_\_\_\_  
Tom Heimes, J & H Investments LLC

CITY OF LA VISTA

By: \_\_\_\_\_  
Douglas Kindig, Mayo

ATTEST:

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

Consent by LB Southwest:

LB Southwest, by its execution of this Agreement and in addition to any obligation expressly provided by the terms of this Agreement: (i) does hereby agree that it is the owner of Lot 1 of the Replatted Area, (ii) does hereby consent to and agree to execute the Final Plat as owner of Lot 1 of the Replatted Area which is contemplated to be approved by the City Council in conjunction with this Agreement, (iii) does hereby acknowledge LB Southwest has no objection to Subdivider entering into this Agreement, (iv) does hereby agree at its cost and expense to maintain public infrastructure on or serving Lot 1, provided that cost of shared infrastructure shall be allocated on an equitable basis among all of the Lots in the Subdivision (as determined by the City Engineer if an agreement cannot be reached), unless such maintenance is otherwise provided and paid for by a property owners association or any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer

("Maintenance CCRs"), (iv) does hereby agree to execute any such reasonable consent or acknowledgment as may be necessary to formalize LB Southwest's, and its successors and assigns, obligations with respect to the Maintenance CCR's; and (v) in no event, however, does LB Southwest consent or agree to be bound to any cost or obligation to bring sewer, storm sewer, water, or roads to Lot 1, whereby, the Subdivider's execution of this Agreement constitutes the Subdivider's agreement to indemnify and hold LB Southwest, and its successors and assigns, harmless from such costs and expenses.

LB Southwest, LLC, a Nebraska LLC

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

Its: \_\_\_\_\_

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Tom Heimes, Managing Member of J & H Investments LLC ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Partnership and Company.

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

Notary Public

\_\_\_\_\_

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_, personally known by me to be the Mayor of the City of La Vista and \_\_\_\_\_, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public

\_\_\_\_\_

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ of LB Southwest, LLC ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Company.

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

Notary Public

\_\_\_\_\_

**Exhibit "A": Land survey certificate showing boundary area to be replatted.  
Drawing and legal description.**



**Exhibit "B": Replat of the area to be developed.**



**Exhibit “C”:            Post Construction Storm Water Management Plan**

**Heimes  
147<sup>th</sup> and Meadows Blvd  
Omaha, NE 68138**

**DRAINAGE STUDY**

Prepared By:  Date: 6/26/17  
Douglas Kellner, P.E.



TD2 No. 1642-108

## **DRAINAGE STUDY Heimes**

### **EXECUTIVE SUMMARY**

This drainage study was prepared for the plat Heimes located at approximately 147<sup>th</sup> street and Meadows Blvd. The project site is located on the west of the Lakeview South II Subdivision and east of the Chalco Hills Recreation area. Stormwater runoff from the site will be collected via overland flow and storm sewer pipe where it will be controlled at each lot level meeting the requirements discussed in the proposed conditions section.

### **Existing Conditions**

The site is bounded by Lakeview South II to the east, the Chalco Hills Recreation Area to the west, the proposed Woodhouse Place subdivision to the north and Meadows Blvd to the south.

The site's primary drainage pattern is from the south to the north with drainage running onto the adjacent property to the north via the drainage ditch. The existing site includes significant grade differentials (approximately 68 feet) from the high end along the south to the low point located on the north end of the property.

The Hydraflow Hydrographs extension for AutoCAD Civil 3D 2016 was used to analyze the conditions of the site. Hydrograph 1-4 are the pre-construction conditions for each site individually with Hydrograph 5 showing the 24.1 Acres of lots 1-4 treated as a whole.

### **Proposed Conditions**

As discussed in the executive summary, each lot will be responsible for meeting the stormwater requirements of the Heimes subdivision. Lots 1-5 will be required to meet city of La Vista requirements including no net increase of the 2-year storm event, 125% of the 10-year storm event and treatment of the 1/2" storm. In addition all 5 lots will be required to treat an additional 39.6 cubic feet per acre to provide additional treatment accounting for the Portal Circle right-of-way. Lots 1-4 will be held to an additional storage requirement that the drainage for the 50-year storm of 3.81 CFS/Acre. The 3.81 CFS/Acre is taken from the 50-year storm value of hydrograph 5 and put into a per acre basis.

Specifically, the limits of flow from Lots 1-3 are 7.5 CFS for the 2-year storm event, and 19 CFS for the 50-year storm event. The 10-year storm event cannot exceed 125% of the pre-construction storm event, but also cannot exceed the 19 CFS for

the 50-year storm. For Lot 4, the 2-year storm needs to be held to 13.7 CFS. The 50-year storm event needs to be detained to 34.7 CFS, and the 10-year storm event cannot exceed 125% of the pre-construction storm event, or the 34.7 CFS of the 50-year storm.

Hydrographs 6-9 are Lots 1-4 in an assumed condition of CN=80 with a time of Concentration of 5 minutes.

Hydrographs 10-13 are the sample ponds was designed for each lot with the goal of controlling to the required 3.81 CFS/acre. No optimizations were made for the 2, 10 or 100 year storm capacities, nor to the required treatment volumes. It should also be noted that the ponds described are not likely what will be installed on the site and are just samples to get a model of the 50-year storm to the drainage ditch on the north end of the property.

Hydrographs 14-15 are the routing of each basin toward the drainageway on the north end of the property with hydrograph 16 being the total flow from the Heimes properties.

At the drainage ditch the flows from hydrograph 16 along with the flows from the drainage of Lakeview South II subdivision will combine and enter the Woodhouse Place subdivision. The 10-year storm and pipe capacity of that storm sewer system is 107 CFS from the drainage study for Lakeview South II. An additional 30 CFS from Lakeview South II will flow along 145<sup>th</sup> street and enter the Woodhouse Place subdivision. Because of the requirements of the city of La Vista, we do not anticipate an increase of the calculated 2, 10 or 50 year flows from the Portal Circle right-of-way or Lot 5 Heimes.

Hyrdograph 17 represents the flows from Portal Circle Right-Of-Way to Imp pt. 5.

**Exhibit "D": Post-Construction Storm Water Management Plan  
Maintenance Agreement**

# POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

(Blank for PCWP Web Site Tracking Number)

(Blank for Local Jurisdiction Tracking Number)

**WHEREAS**, \_\_\_\_\_ (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development located at \_\_\_\_\_ in the zoning jurisdiction of the City of La Vista , Sarpy County, Nebraska; and,

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

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

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

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

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the “BMP Maintenance Requirements”, attached here to as Exhibit “B”, which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever

the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of

any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.

8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day of \_\_\_\_\_, 20\_\_.

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

**ACKNOWLEDGMENT**

\_\_\_\_\_ )  
State

\_\_\_\_\_ )  
County

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a Notary Public, in and for said County, personally came the above named:

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Seal

## **Exhibit “A”**

**Insert Real Property Depiction**  
(FOR EXAMPLE, THE SURVEYOR’S CERTIFICATE)

## **Exhibit “B”**

**Insert BMP Maintenance Requirements**  
(See Guidance Document for Information Needed)

**Exhibit "E"**

**Public Paving and Storm Sewer**





**Exhibit "F" Sewer Connection Agreement**

**DRAFT**

HEIMES  
SEWER CONNECTION AGREEMENT  
(Sanitary Sewer System)

THIS AGREEMENT ("Agreement"), made and entered into in La Vista, Nebraska, on this \_\_\_ day of \_\_\_\_\_, 2017, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), J&H Investments, LLC and LB Southwest, LLC, a Nebraska limited liability company authorized to do business in Nebraska its successors and assigns (hereinafter referred to as "Owner") (City and Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties");

\_\_\_\_\_  
WITNESSETH:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewers within Lots 1-5, Heimes, as depicted on Exhibit "A" hereto; and

WHEREAS, Owner desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer system constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City's sewerage system, and into the Sarpy Industrial Sewer ("Industrial Sewer") within City's Future Growth Area ("City's FGA") within the meaning of the Nebraska County Industrial Sewer Construction Act (Neb.Rev.Stat. \_23-3601, et seq.); and

WHEREAS, City is the authorized agent to issue permits for connection to the Sarpy Industrial Sewer within City's FGA and to collect sewer connection fee for such connections on behalf of Sarpy County; and

WHEREAS, Sarpy County is to be a third party beneficiary of the agreements herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the Parties hereto, it is agreed by and between the Parties as follows:

I

For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer systems and appurtenances thereto which are:

- A. Shown on Exhibit "B" attached hereto.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the "sewer system of the City":

- A. Any sanitary sewer or system of sanitary sewers owned by the City;
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system

of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage;

II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City. Owner shall have the right to connect to the public sanitary sewer located in Heimes subject to the conditions of an agreement with Sarpy County.

III

Owner expressly promises, warrants, covenants and agrees:

- A. That the sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in strict accordance with the minimum standards and requirements of construction adopted by City.
- B. That the sewer system of the Owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein, and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, *infra*.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the reasonable opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, upon written notice thereof, promptly correct said defect.
- F. That in the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for the reasonable cost of all work, services, materials and other expenses reasonably incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no

event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewer system of the Owner, in violation of such ordinances, regulations and conditions.

The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- H. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- I. That the Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of this contract.
- J. That Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- K. That, subject to the provisions of Paragraph V, *infra*, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, *infra*, hereinafter made and adopted by City or Sarpy County.
- L. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District.

#### IV

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by the Owner shall be perpetual, notwithstanding the fact that this Agreement is for a term of years.

#### V

Owner agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City. Owner shall:

1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City in effect at the time of the connection;
2. obtain from the City a permit to so connect, as may be required by the ordinances of the City in effect at the time of the connection.

3. make all connections to the sewer system of the City in accordance with applicable ordinances, regulations and specifications.
4. upon written notice by City, immediately disconnect any connection to the sewer system of the City which has been made by the Owner without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City pertaining to sewer connections.

## VI

The Owner shall facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use.

## VII

In the event of the Owner's breach of any of the terms and conditions hereof or any warranty or covenant herein made by the Owner, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's written notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's written notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:
  1. Upon giving the Owner sixty (60) days written notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
  2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of

the Owner, City shall have the absolute right, at its option, to itself perform the work reasonably necessary for the requested corrective measures, or to reasonably complete the corrective measures commenced by the Owner, as the case may be, in either of which events the Owner agrees to immediately reimburse City for any and all reasonable expenses incurred by City in connection therewith.

3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

## VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless Owner shall advise the City in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term which said Party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in Paragraph IV, supra.

## IX

The failure of either Party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

## X

A listing of the Schedule of Exhibits hereto is as follows:

Exhibit "A": Final Plat – Heimes

Exhibit "B": Sanitary Sewer Exhibit

## XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and

clause of this Agreement shall be deemed severable; provided, however, that, if in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

- A. Pay all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of the Owner's sewage into the sewer system of the City.

XII

Both Parties acknowledge and agree that this written Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

XIII

The provisions of this Agreement shall be binding upon the Parties hereto and their successors and assigns.

IN WITNESS WHEREOF, we, the Parties hereto, by our respective duly authorized agents, hereto affix our signatures at La Vista, Nebraska, the day and year first above written.

ATTEST:

CITY OF LA VISTA, a municipal  
corporation in the State of Nebraska

\_\_\_\_\_  
CITY CLERK

BY:

\_\_\_\_\_  
MAYOR





EXHIBIT "A"

EXHIBIT "B"

**Exhibit "G"**

**Sanitary Sewer Plan**



**Exhibit “H”**

**Itemized Estimate**

Heimes

June 27, 2017  
 Thompson, Dreesen & Dorner, Inc.

Description	Units	Quantity	Cost	Total
<b>Sanitary Sewer</b>				
1	L.F.	290	\$ 30	\$ 8,700
2	L.F.	600	\$ 35	\$ 21,000
3	V.F.	20	\$ 380	\$ 7,600
4	EA.	2	\$ 500	\$ 1,000
5	EA.	1	\$ 2,000	\$ 2,000
6	EA.	1	\$ 25,000	\$ 25,000
				\$ 65,300
7				\$ 8,100
				\$ 73,400
8	AC	24.02	\$ 5,500	\$ 132,110
9	AC	24.02	\$ 6,690	\$ 160,694
				<b>\$ 366,204</b>
<b>Storm Sewer</b>				
10	L.F.	65	\$ 50	\$ 3,250
11	L.F.	100	\$ 54	\$ 5,400
12	L.F.	950	\$ 76	\$ 72,200
13	L.F.	70	\$ 80	\$ 5,600
14	EA.	2	\$ 3,000	\$ 6,000
15	EA.	3	\$ 3,000	\$ 9,000
16	V.F.	5	\$ 500	\$ 2,500
17	V.F.	6	\$ 600	\$ 3,600
18	EA.	2	\$ 500	\$ 1,000
				\$ 108,600
19				\$ 21,800
				<b>\$ 130,400</b>
<b>Paving</b>				
20	C.Y.	500	\$ 5	\$ 2,500
21	S.Y.	1800	\$ 52	\$ 93,600
22	L.F.	85	\$ 10	\$ 850
23	EA.	1	\$ 300	\$ 300
24	EA.	1	\$ 300	\$ 300
				\$ 97,600
25				\$ 19,600
				<b>\$ 117,200</b>
<b>Water</b>				
26	L.S.	1	\$ 35,675	\$ 35,675
27	L.S.	1	\$ 459,383	\$ 459,383
				\$ 495,058
28				\$ 24,800
				<b>\$ 519,900</b>
<b>Electricity</b>				
29	AC.	24.02	\$ 3,580	\$ 85,992
				\$ 85,992
30				\$ 4,300
				<b>\$ 90,300</b>

Name of Addition

**Heimes**

---

**June 27, 2017**

	Proposed Improvements			Total <sup>1</sup> Cost	Private Funding
	Quantity	Construction Cost	Engineering/ Administrative Fees		
Sanitary Sewer Interior	890	\$65,300	\$8,100	\$73,400	\$73,400
Storm Sewer	1185	\$108,600	\$21,800	\$130,400	\$130,400
Paving	1800 SY	\$97,600	\$19,600	\$117,200	\$117,200
Water Interior	1 L.S.	\$495,058	\$24,800	\$519,900	\$519,900
Gas Interior	0 L.S.	\$0	\$0	\$0	\$0
Electricity Backbone	24.02 AC.	\$85,992	\$4,300	\$90,300	\$90,300
Total		<u>\$852,550</u>	<u>\$78,600</u>	<u>\$931,200</u>	<u>\$931,200</u>

<sup>1</sup> Total cost includes engineering fees and administrative fees

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
RELEASE OF EASEMENTS – BRENTWOOD CROSSING, BRENTWOOD CROSSING REPLAT NO 1, BRENTWOOD CROSSING REPLAT NO. 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

**SYNOPSIS**

A resolution has been prepared to authorize the Mayor and City Clerk, in consultation with the City Engineer, to execute documents required to allow for the release of existing easements on Lots 1-17 and Outlots A-C La Vista City Centre, formerly platted as Brentwood Crossing, Brentwood Crossing Replat No.1, and Brentwood Crossing Replat No. 2.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approve.

**BACKGROUND**

At the July 19, 2016 City Council meeting, the City Council approved a final plat for Lots 1-17 and Outlots A-C La Vista City Centre that included various easements for utilities. These new easements will replace current easements depicted within the Brentwood Crossing, Brentwood Crossing Replat No.1, and Brentwood Crossing Replat No. 2 plats. To complete this action the existing easements will need to be released.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO RELEASE UTILITY EASEMENTS ON LOTS 1-17 AND OUTLOTS A – C LA VISTA CITY CENTRE, FORMERLY PLATTED AS BRENTWOOD CROSSING, BRENTWOOD CROSSING REPLAT NO. 1, AND BRENTWOOD CROSSING REPLAT NO. 2 AND TO AUTHORIZE THE ACTIONS AS NECESSARY OR APPROPRIATE TO CARRY OUT THE ACTIONS APPROVED HEREIN.

WHEREAS, The City of La Vista (Easement Holder) has been granted certain utility easements as depicted on the below listed plats;

1. Plat and Dedication of Brentwood Crossing filed December 26, 1990 at Instrument No. 90-18556, records of Sarpy County, Nebraska;
2. Plat and Dedication of Brentwood Crossing, Replat No. 1 filed March 3, 1993 at Instrument No. 93-04107, records of Sarpy County, Nebraska;
3. Plat and Dedication of Brentwood Crossing, Replat No. 2 filed March 11, 1994 at Instrument No. 1994-05583, records of Sarpy County, Nebraska; and

WHEREAS, the City of La Vista approved a final plat for Lots 1-17 and Outlots A-C La Vista City Centre; and

WHEREAS, new easements will replace the current easements; and

WHEREAS, the location of the utility easements are shown on the attached Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the release of the utility easements and authorize such further actions necessary or appropriate to carry out the actions approved herein

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

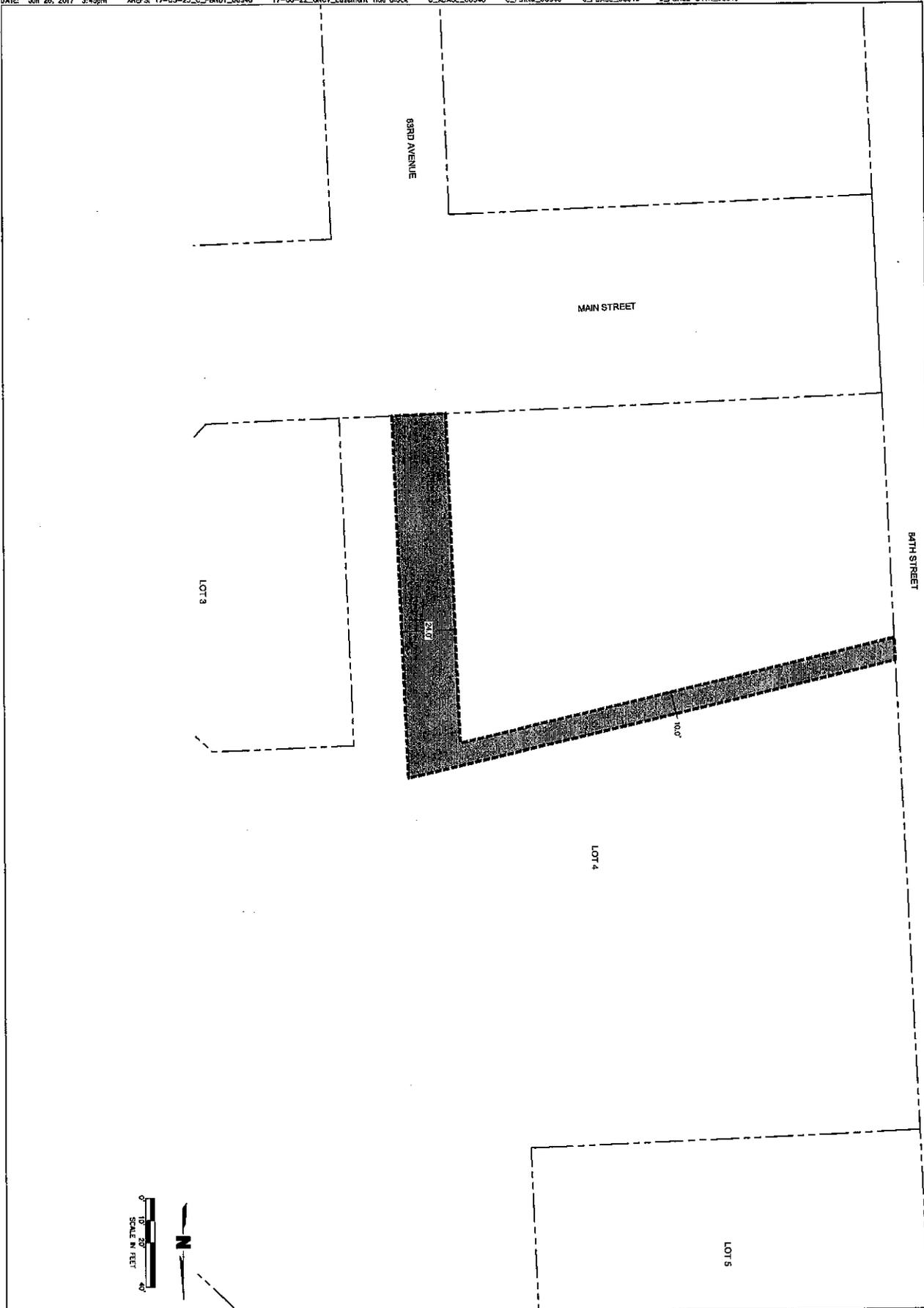
\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**EXHIBIT "A"**

**BURDENED PARCEL LEGAL DESCRIPTION**

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16 and Outlot C, La Vista City Centre, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.





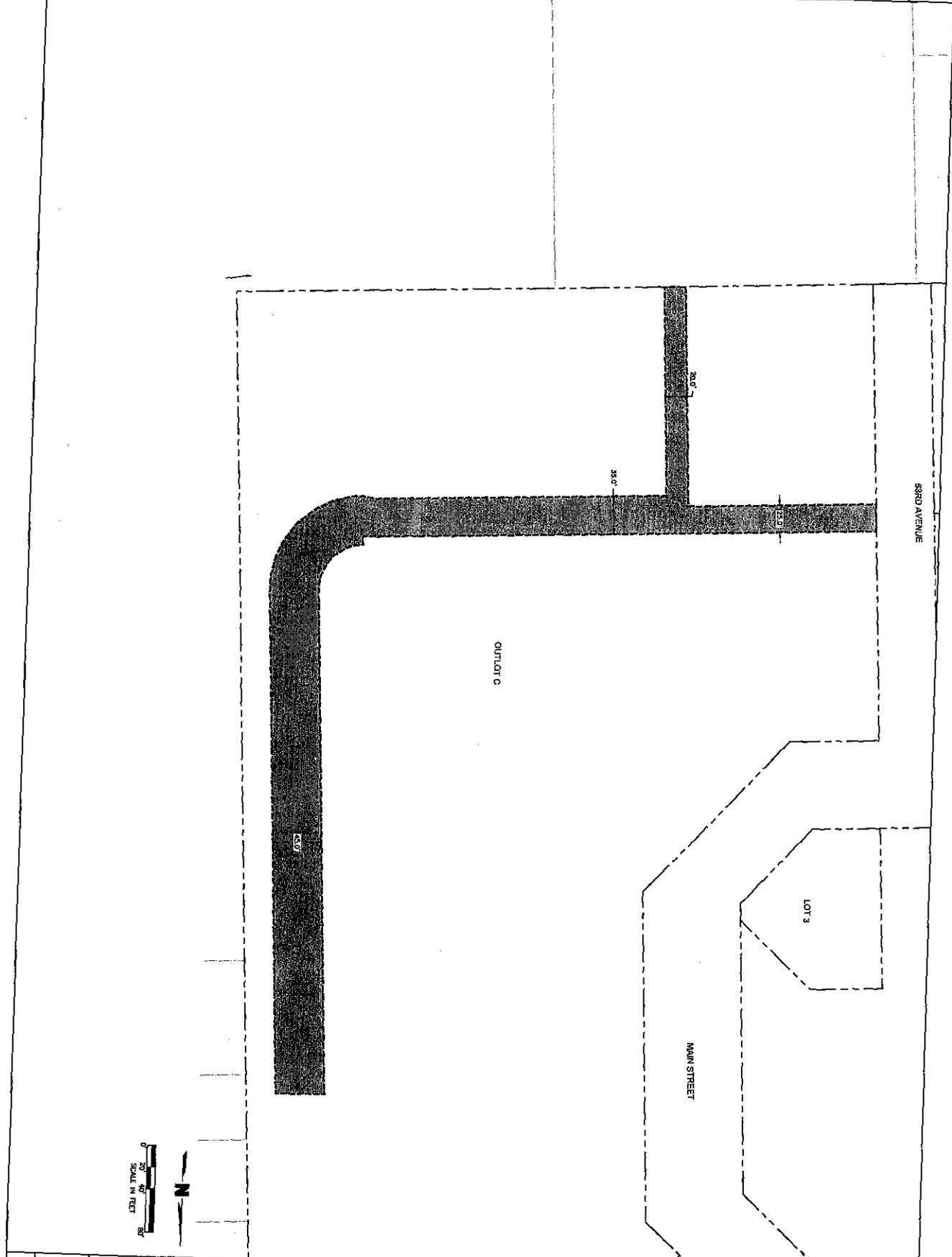
2  
of  
8  
SHEET

PROPOSED OPPO EASEMENT  
 LA VISTA CITY CENTRE  
 EASEMENT EXHIBIT'S  
 LA VISTA, NE

REV. NO.	DATE	REVISIONS DESCRIPTION

2017 REVISIONS

**OLSSON ASSOCIATES**  
 2111 South 27th Street, Suite 200  
 Omaha, NE 68106  
 TEL: 402.341.1115  
 FAX: 402.341.8895  
 www.olssonassociates.com



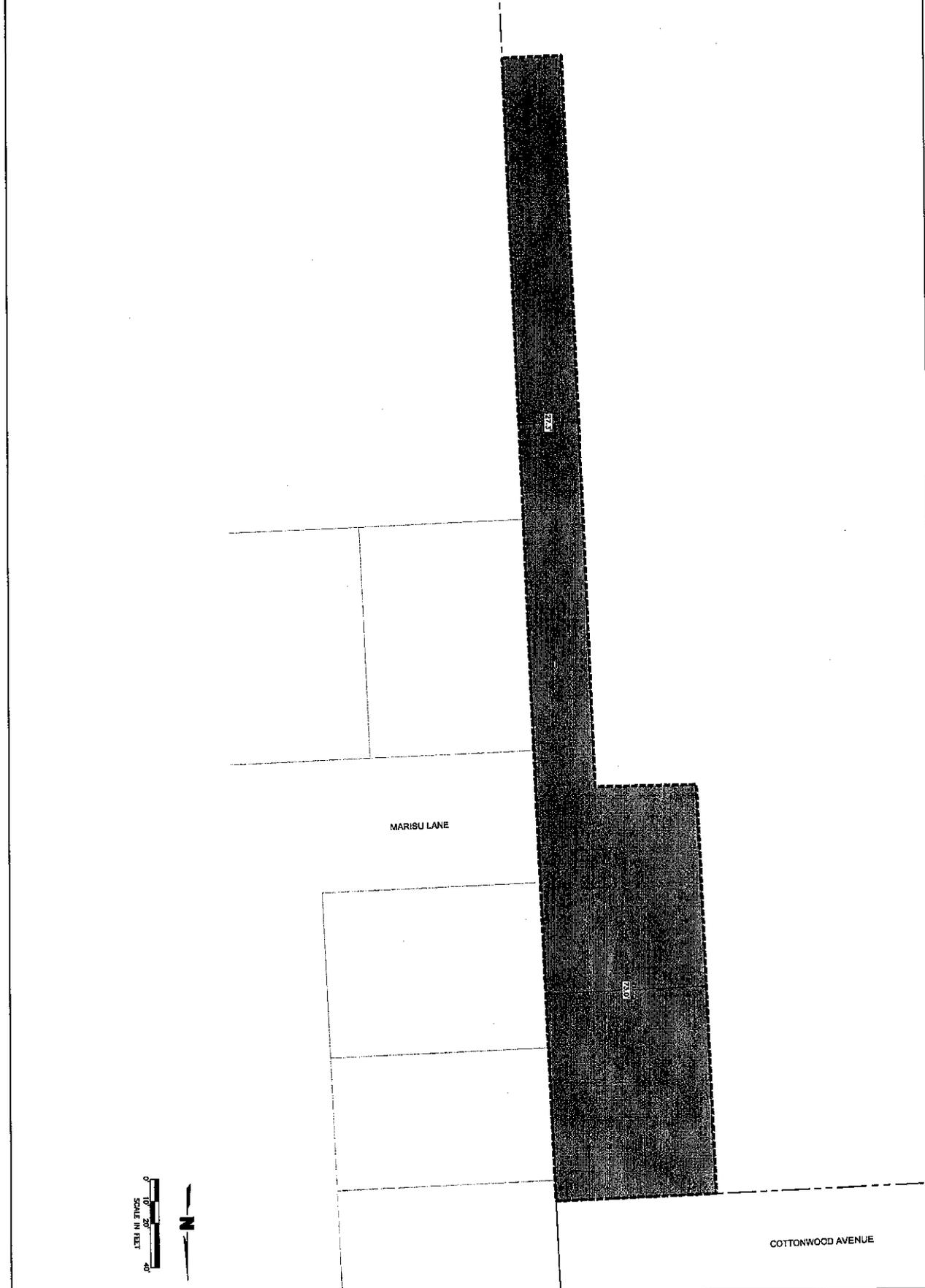
3 OF 9  
 SHEET

EXISTING UTILITY EASEMENT  
 LA VISTA CITY CENTRE  
 EASEMENT EXHIBITS  
 LA VISTA, NE

REV. NO.	DATE	REVISIONS DESCRIPTION

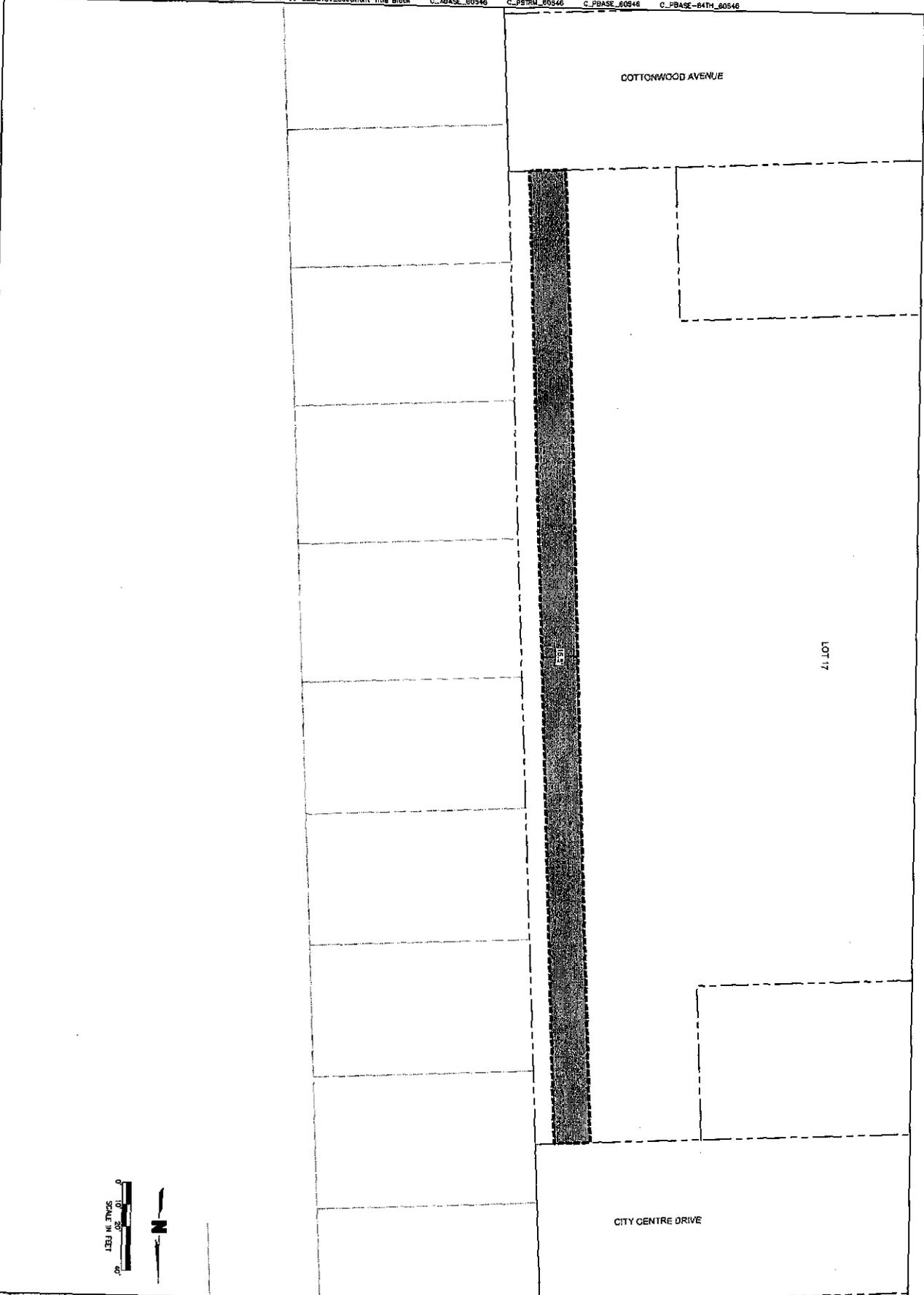
2017  
 REVISIONS

**MOLSSON ASSOCIATES**  
 2111 South 67th Street, Suite 200  
 Omaha, NE 68108  
 TEL: 402.341.6166  
 FAX: 402.341.2665  
 www.theofficeassociates.com



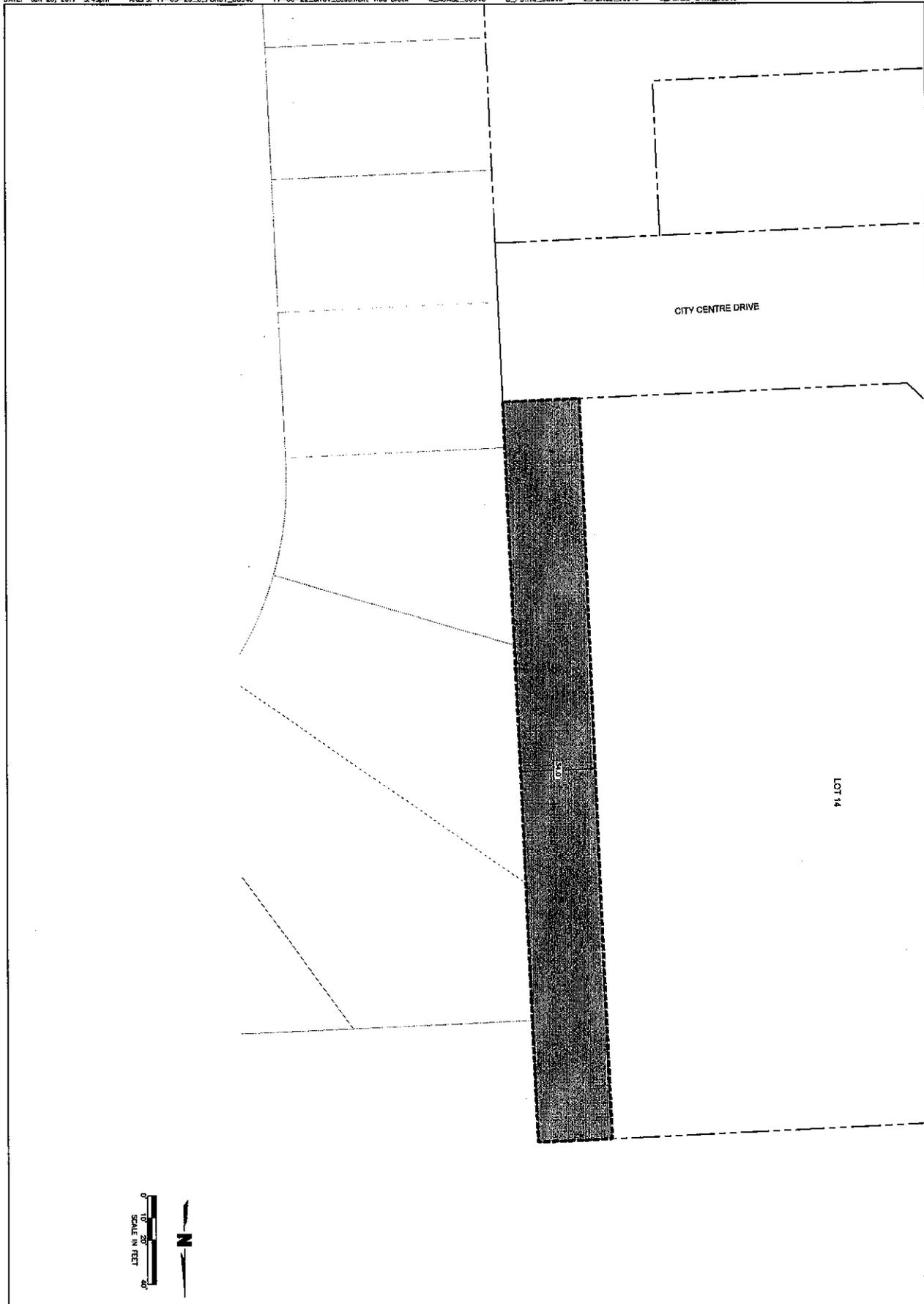
4 of 8 SHEET	PROPOSED UTILITY & DRAINAGE EASEMENT	REV. NO.	DATE	REVISIONS DESCRIPTION
	LA VISTA CITY CENTRE EASEMENT EXHIBITS	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
	LA VISTA, NE	2017	REVISIONS	

2111 South 67th Street, Suite 200    TEL: 402.341.1110  
 Omaha, NE 68106    FAX: 402.341.5595    www.olssonassociates.com

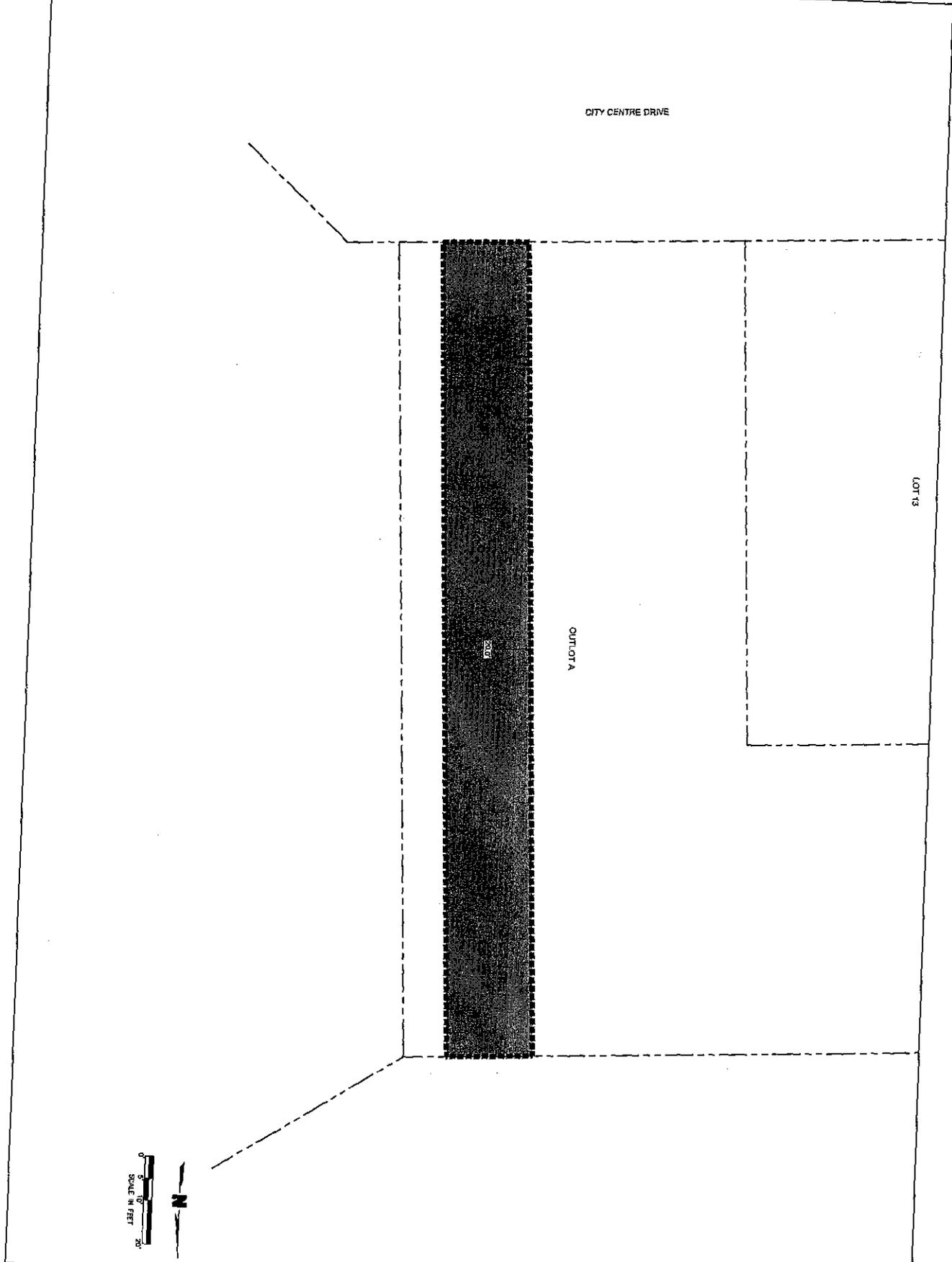


SHEET 8 OF 8	PROPOSED OPPD EASEMENT	REV. NO.	DATE	REVISIONS DESCRIPTION
	LA VISTA CITY CENTRE EASEMENT EXHIBITS			
LA VISTA, NE	2017	REVISIONS		

2111 South 67th Street, Suite 200  
Omaha, NE 68104  
TEL: 402.541.1169  
FAX: 402.341.3895  
www.molssonassociates.com

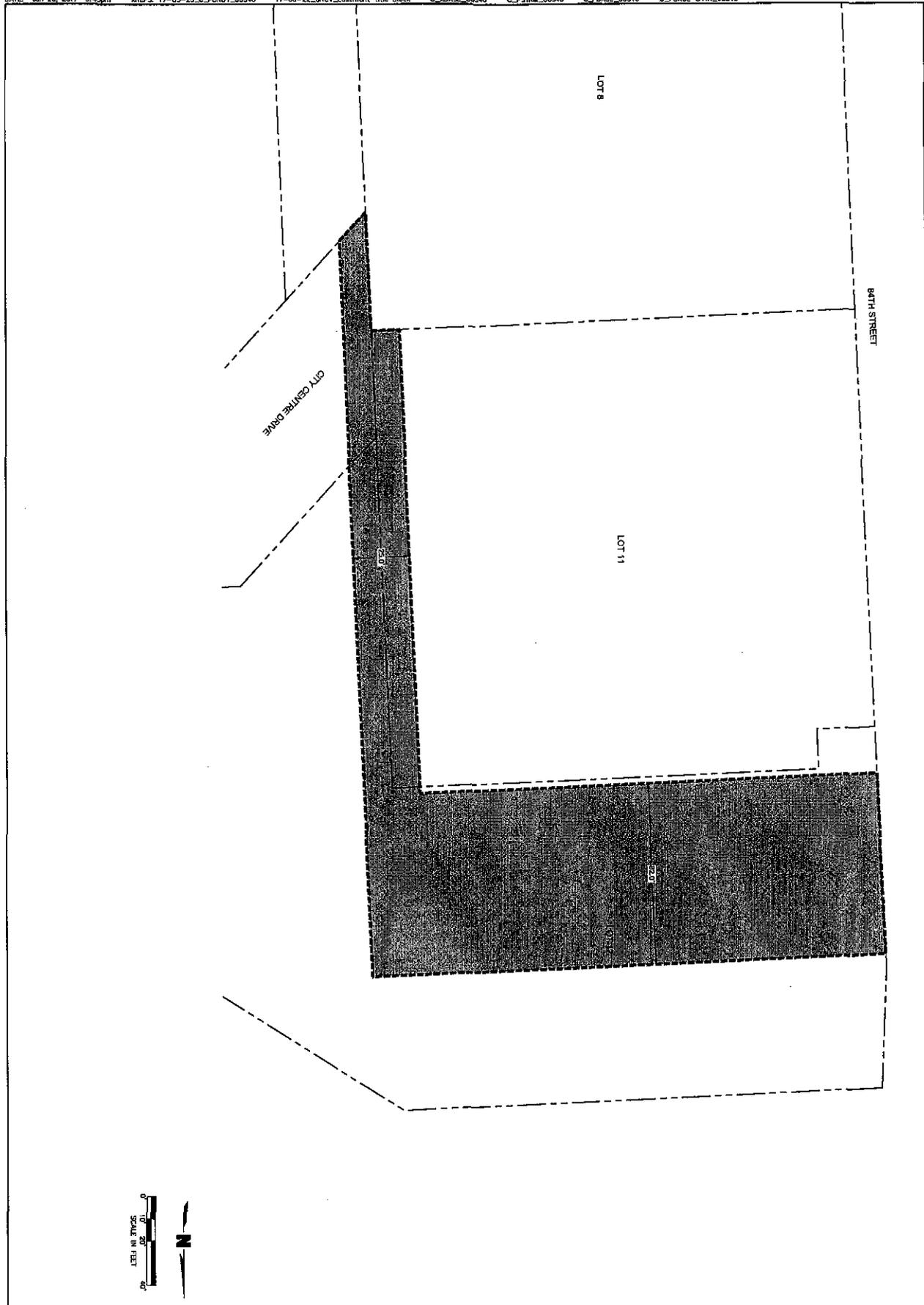


SHEET 6 of 9	<b>PROPOSED UTILITY &amp; DRAINAGE EASEMENT</b>	REV. NO. DATE REVISIONS DESCRIPTION	
	<b>LA VISTA CITY CENTRE EASEMENT EXHIBITS</b>	2017	REVISIONS
LA VISTA, NE			
2111 South 87th Street, Suite 200 Omaha, NE 68106		TEL: 402.341.1118 FAX: 402.341.3895 www.olssonassociates.com	



SHEET 1 OF 3	<b>PROPOSED SANITARY SEWER EASEMENT</b>		REV. NO. DATE REVISIONS DESCRIPTION
	LA VISTA CITY CENTRE EASEMENT EXHIBITS		REVISIONS
LA VISTA, NE		2017	

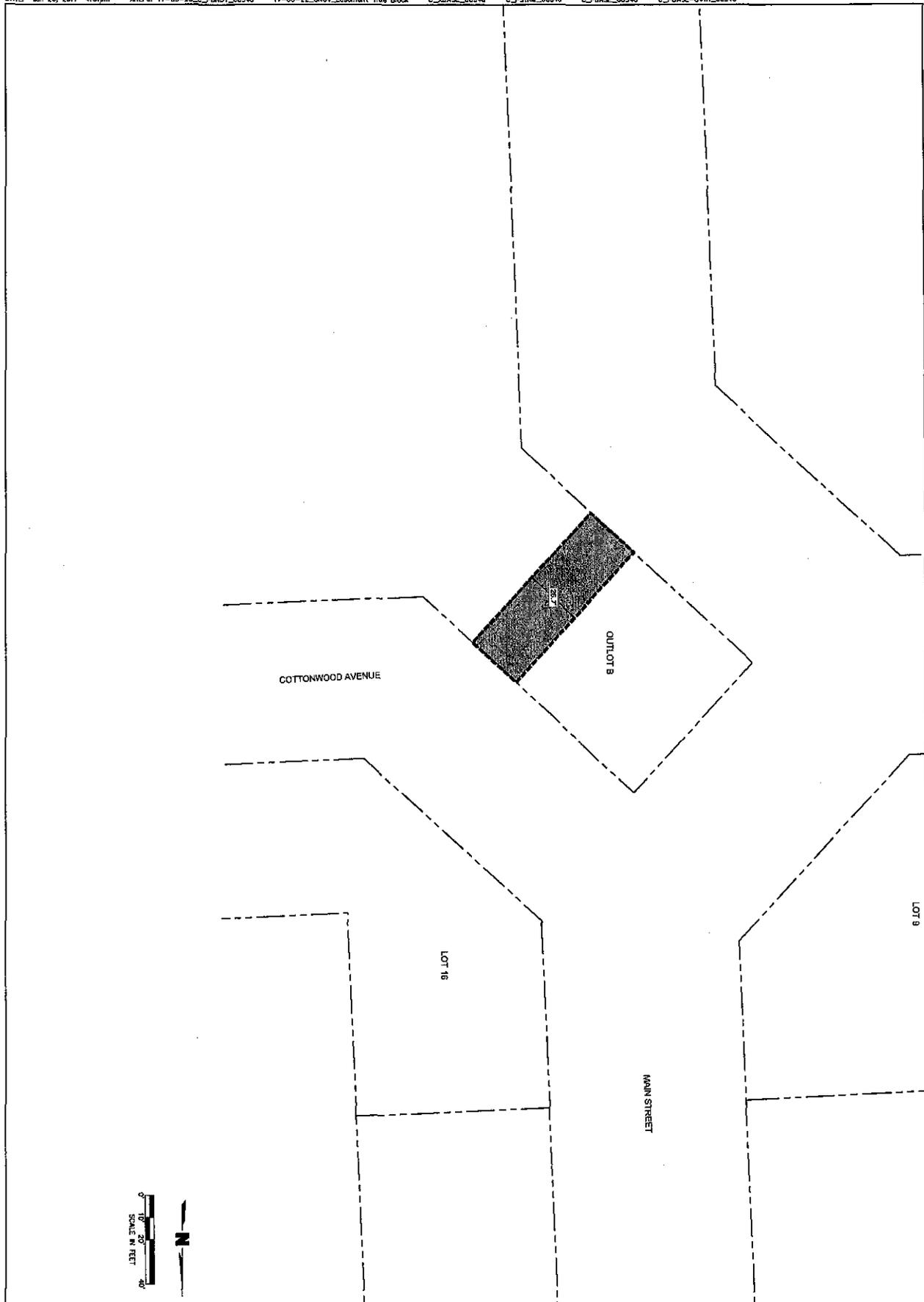
2111 South 67th Street, Suite 200  
 Omaha, NE 68138  
 TEL: 402.341.1118  
 FAX: 402.341.3295  
 www.molssonassociates.com



SHEET 9 OF 8	EXISTING UTILITY EASEMENT.	REV. NO.	DATE	REVISIONS DESCRIPTION
	LA VISTA CITY CENTRE EASEMENT EXHIBITS	_____	_____	_____
LA VISTA, NE		2017		REVISIONS

**MOLSSON**  
 ASSOCIATES®

2115 South 87th Street, Suite 200 TEL: 402-241-5118  
 Omaha, NE 68114 FAX: 402-241-2895 www.OMASSOCIATES.COM



SHEET 9 OF 9	PROPOSED STORM & SANITARY SEWER EASEMENT	REV. NO.	DATE	REVISIONS DESCRIPTION
	LA VISTA CITY CENTRE EASEMENT EXHIBITS			
	LA VISTA, NE	2017	REVISIONS	

2111 South 7th Street, Suite 200 TEL: 402.241.1110  
 Omaha, NE 68108 FAX: 402.241.8899 www.olssonassociates.com

## RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT (this "Release") is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by the undersigned easement holders (collectively, "Easement Holder").

WHEREAS, La Vista City Centre, LLC, a Nebraska limited liability company ("Property Owner") is the owner of certain real property located in the City of La Vista, County of Sarpy, State of Nebraska, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Burdened Parcel");

WHEREAS, Easement Holder has been granted certain utility easements as depicted on the below listed plats (collectively, the "Easement"):

1. Plat and Dedication of Brentwood Crossing filed December 26, 1990 at Instrument No. 90-18556, records of Sarpy County, Nebraska;
2. Plat and Dedication of Brentwood Crossing, Replat No. 1 filed March 3, 1993 at Instrument No. 93-04107, records of Sarpy County, Nebraska;
3. Plat and Dedication of Brentwood Crossing, Replat No. 2 filed March 11, 1994 at Instrument No. 1994-05583, records of Sarpy County, Nebraska

WHEREAS, Easement Holder now desires to terminate the Easement and release the Burdened Parcel from such easements.

NOW, THEREFORE, in consideration of the foregoing initial paragraph and recitals, and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, and intending to be legally bound, Easement Holder does, by this instrument and, as of the Effective Date, hereby vacate, release, quitclaim and abandon any and all easements and interests created by the Easement. Easement Holder further agrees that the Easement shall no longer encumber the Burdened Parcel.

**[The Remainder of This Page Intentionally Left Blank and Signature Page Follows]**

**IN WITNESS WHEREOF**, Easement Holder has executed this Release as of the Effective Date.

**EASEMENT HOLDER:**

[Cox Communications]

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

[Black Hills Energy]

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

[Century Link]

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

Omaha Public Power District

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

Peoples Natural Gas

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

City of La Vista

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

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

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

Metropolitan Utilities District

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

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

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

STATE OF Nebraska        )  
                                      ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of [Cox Communications], on behalf of the \_\_\_\_\_.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

STATE OF Nebraska        )  
                                      ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of [Black Hills Energy], on behalf of the \_\_\_\_\_.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

STATE OF Nebraska        )  
                                      ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of [Century Link], on behalf of the \_\_\_\_\_.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

STATE OF Nebraska        )  
                                      ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of Omaha Public Power District, on behalf of the \_\_\_\_\_.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

STATE OF Nebraska        )  
                                  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of Peoples Natural Gas, on behalf of the \_\_\_\_\_.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

STATE OF Nebraska        )  
                                  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of the City of La Vista, on behalf of the \_\_\_\_\_.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

STATE OF Nebraska        )  
                                  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of Metropolitan Utilities District, on behalf of the \_\_\_\_\_.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT - STREETScape PLAN FOR 84 <sup>TH</sup> STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

**SYNOPSIS**

A resolution has been prepared authorizing the selection of Design Workshop as the firm to develop a streetscape design for the 84<sup>th</sup> Street corridor and further authorizing staff to negotiate a detailed scope of work and terms of an agreement to be brought back to the City Council for approval.

**FISCAL IMPACT**

The FY17/18 biennial budget provides funding for multiple potential public infrastructure improvements and associated services.

**RECOMMENDATION**

Approval of Design Workshop and authorization to negotiate a comprehensive scope of services and related agreement.

**BACKGROUND**

In 2010, the City completed ***A Vision Plan for 84<sup>th</sup> Street*** (Vision 84), which included an extensive public process and the adoption of a master plan identifying the vision for 84<sup>th</sup> Street as the creation of a downtown for the community. *“The 84<sup>th</sup> Street corridor will be the central city core, with a memorable and distinct identity, a vibrant mix of land uses, a sense of community and a high quality of life for residents.”*

The Vision 84 plan identifies “Unique streetscape enhancements along 84th Street” as one of the goals of the master plan. As noted above, there was an extensive public participation in the development of the Vision 84 plan. However, since this time, there have been few opportunities for direct Public participation. The development of a detailed Streetscape Plan presents a unique opportunity to reengage residents and business owners in determining the look and feel of the City’s Central core.

On April 4, 2017, the City Council authorized the advertisement for a Request for Proposals (RFP) for the preparation of a streetscape plan for the 84<sup>th</sup> Street corridor. The City received proposals from Design Workshop, Felsburg Holt & Ullevig, HDR, and RDG. The proposals were reviewed by a six-member staff committee and interviews were conducted with all four firms.

Design Workshop was determined to provide the services that most closely meets the City’s needs based on their experience with similar projects, approach to public engagement, attention to detail, and the diversity of expertise on their team. As such, it is recommended that staff be authorized to negotiate a scope of services and terms of an agreement with Design Workshop to provide streetscape design services. The finalized agreement will be brought back to the City Council for approval.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SELECTION OF DESIGN WORKSHOP, DENVER, COLORADO, TO PROVIDE STREETScape DESIGN SERVICES FOR THE 84<sup>TH</sup> STREET CORRIDOR AND AUTHORIZING STAFF TO NEGOTIATE A DETAILED SCOPE OF WORK AND TERMS OF AN AGREEMENT.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that professional streetscape design services for the 84<sup>th</sup> Street corridor are necessary; and

WHEREAS, the FY17/18 Biennial Budget contains funding for multiple potential public infrastructure improvements and associated services; and

WHEREAS, Design Workshop was determined to be the company that most closely meets the City's needs.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby select Design Workshop, Denver, Colorado to provide streetscape design services and authorize staff to negotiate a detailed scope of work and terms of an agreement.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2017.

CITY OF LA VISTA

ATTEST:

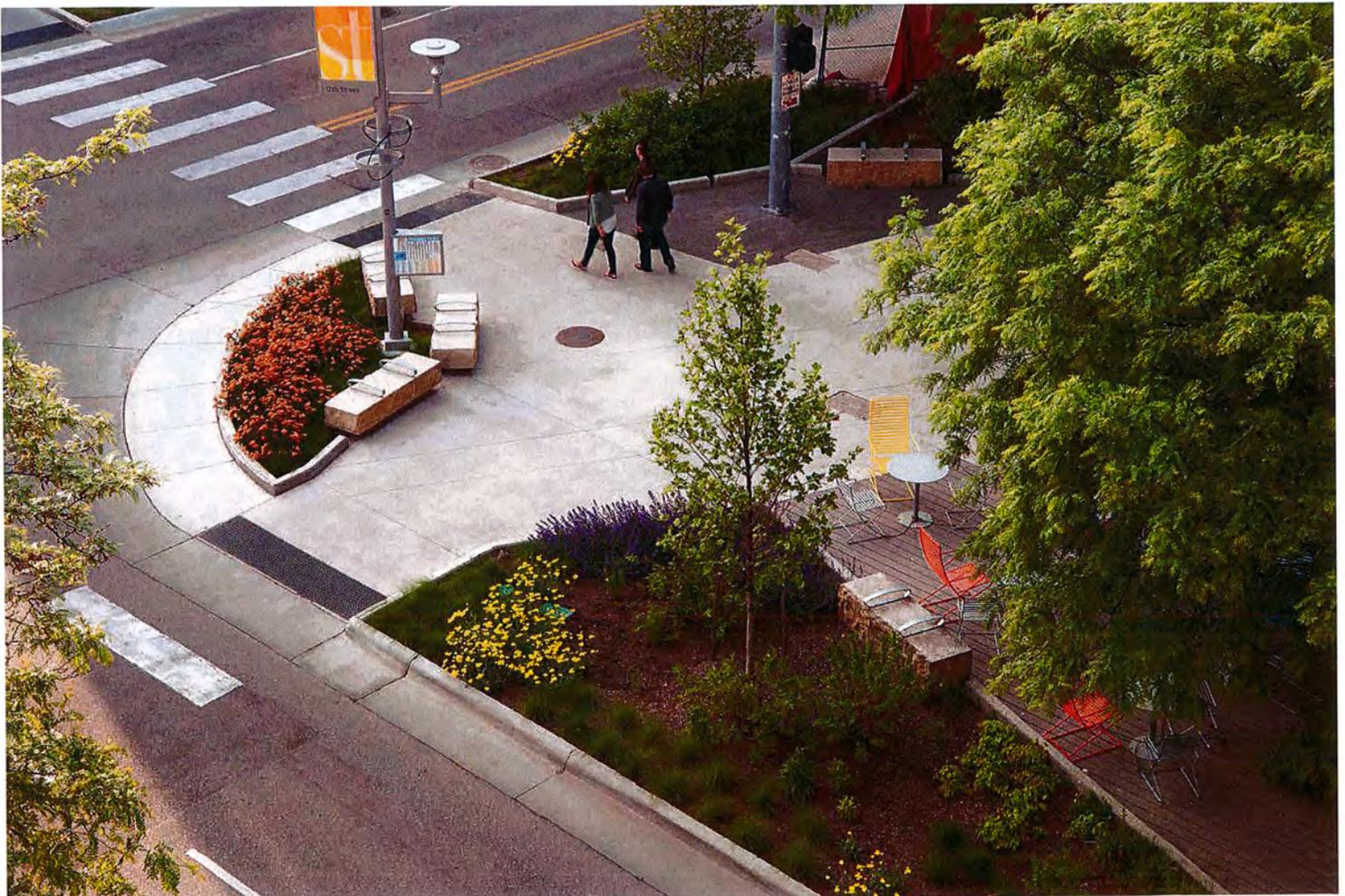
\_\_\_\_\_  
Douglas Kindig, Mayor

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

PROPOSAL FOR

STREETScape PLAN FOR  
84<sup>TH</sup> STREET

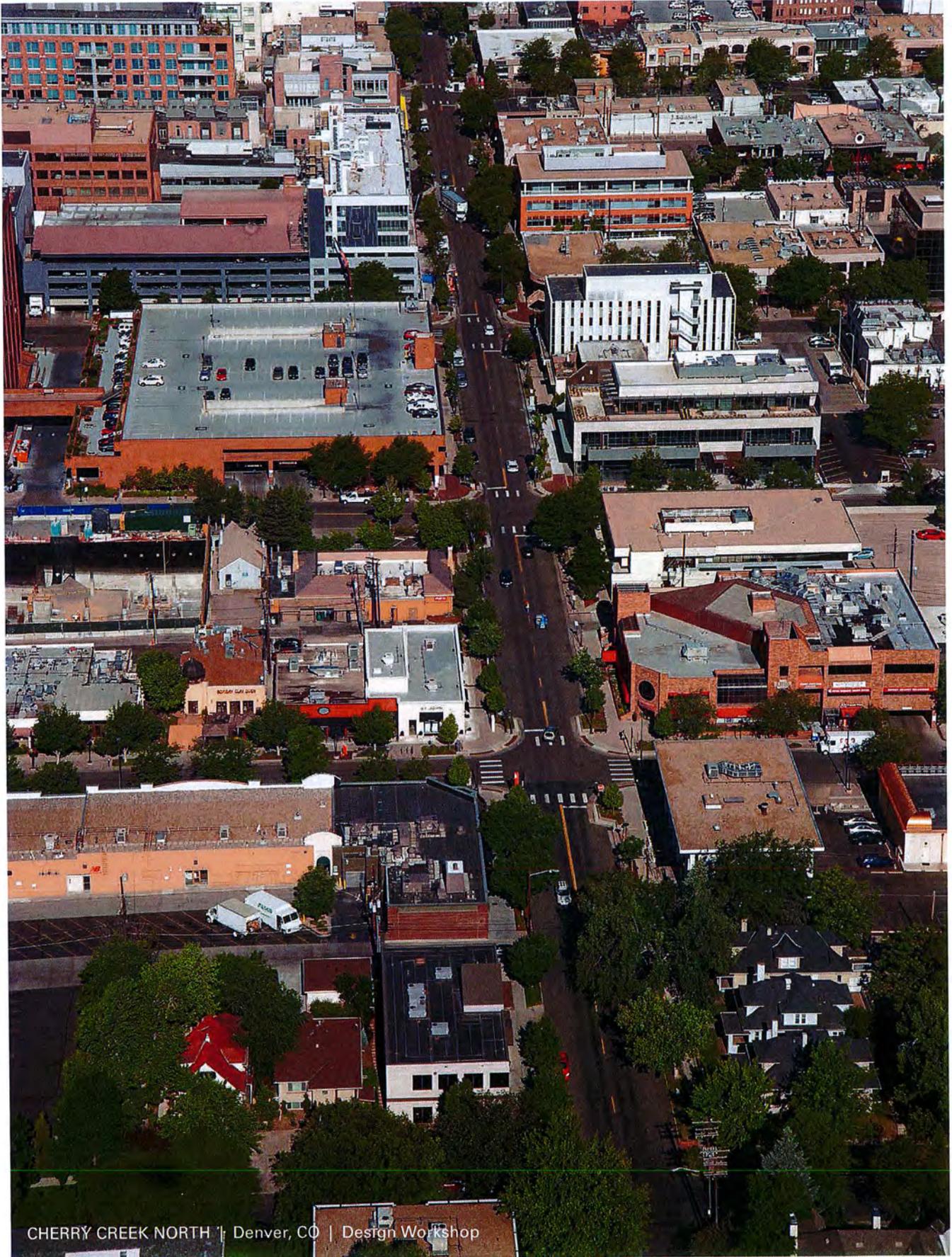
PREPARED FOR THE CITY OF LA VISTA  
MAY 1<sup>ST</sup>, 2017



PREPARED BY

**DESIGNWORKSHOP**

1390 LAWRENCE STREET, SUITE 100  
DENVER, CO 80204  
303.623.5186



CHERRY CREEK NORTH | Denver, CO | Design Workshop

**Design Workshop, Inc.**  
Landscape Architecture  
Planning  
Urban Design

1390 Lawrence Street  
Suite 100  
Denver, Colorado 80204  
303.623.5186  
303.623.2260 fax

Asheville

Aspen

Austin

Chicago

Denver

Dubai

Houston

Lake Tahoe

Los Angeles

Shanghai

[designworkshop.com](http://designworkshop.com)

May 1, 2017

Pamela A Buethe  
City Clerk  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Re: A Streetscape Plan for 84th Street

Dear Ms. Buethe + selection committee,

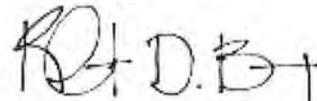
It is with great pleasure and enthusiasm that we are submitting our proposal and thoughts on the 84th Street Streetscape project. The City has shown great foresight in understanding what the future of La Vista is with 84th Street at its heart. Our firm believes that's streets are the connective tissue of communities and great streets are ones that spur investment, provide valuable community infrastructure, and create an environment where daily activities build upon each other to become the collective hum of city life. This is a great moment of city building in La Vista with the development of the City Center and the reconstruction of Civic Center Park; our team would love to help you realize the full potential of the 84th Street Corridor as the city's next great boulevard.

Design Workshop is the national leader in sustainable and economically beneficial streetscape and corridor design having helped cities similar to La Vista realize the full potential of their corridors. Our most recent and relevant projects include the P Street reconstruction in Lincoln, South Broadway in Denver, Post Oak Boulevard in Houston, and South Grand Boulevard in St. Louis. These projects all share a similar quality and goal as 84th Street in that they are transforming a car dominated landscape into a vibrant pedestrian environment rich with robust economic opportunities. Our team, recognized by the American Society of Landscape Architects with over 300 awards including the highest honor of firm of the year, brings unparalleled experience in a community driven design processes that lead to projects of enduring quality. To supplement our expertise, we have assembled a team of local and national experts including Schemmer who coauthored the Vision 84 Plan and brings an intimate understanding of the City and 84th Street; LSC Transportation Planning which specializes in strategic street reconstruction; Clanton Lighting Design; and Hines Irrigation which specializes in sustainable water usage. We believe that this team is uniquely suited to deliver an exciting plan to move 84th Street from "*a street*" to "*the street*" at the heart of La Vista.

Our team's approach is centered around providing measurable project goals that guide the design and implementation of a more holistic approach to the urban street. We will evaluate and develop ideas based on two scales of thinking. The first scale will set up a unifying character for the entire district and will establish the over-arching strategies for solving corridor wide issues. The second scale of thinking ensures a more granular approach to street design that acknowledges the fact that one size does not fit all when it comes to place-making. This multi-lens approach will ensure a solution that is both functional and beautiful resulting in a memorable and enduring destination for the city.

Our team is thrilled to begin working with you and we look forward to the opportunity to continue to share our enthusiasm for this project. Our proposal presented in the following pages is effective for 90 days and can be reevaluated if need be. Please let me know if there are any questions at all or if we can provide any more information. You can always reach us at [jbrooks@designworkshop.com](mailto:jbrooks@designworkshop.com) or by phone at 720.907.9348.

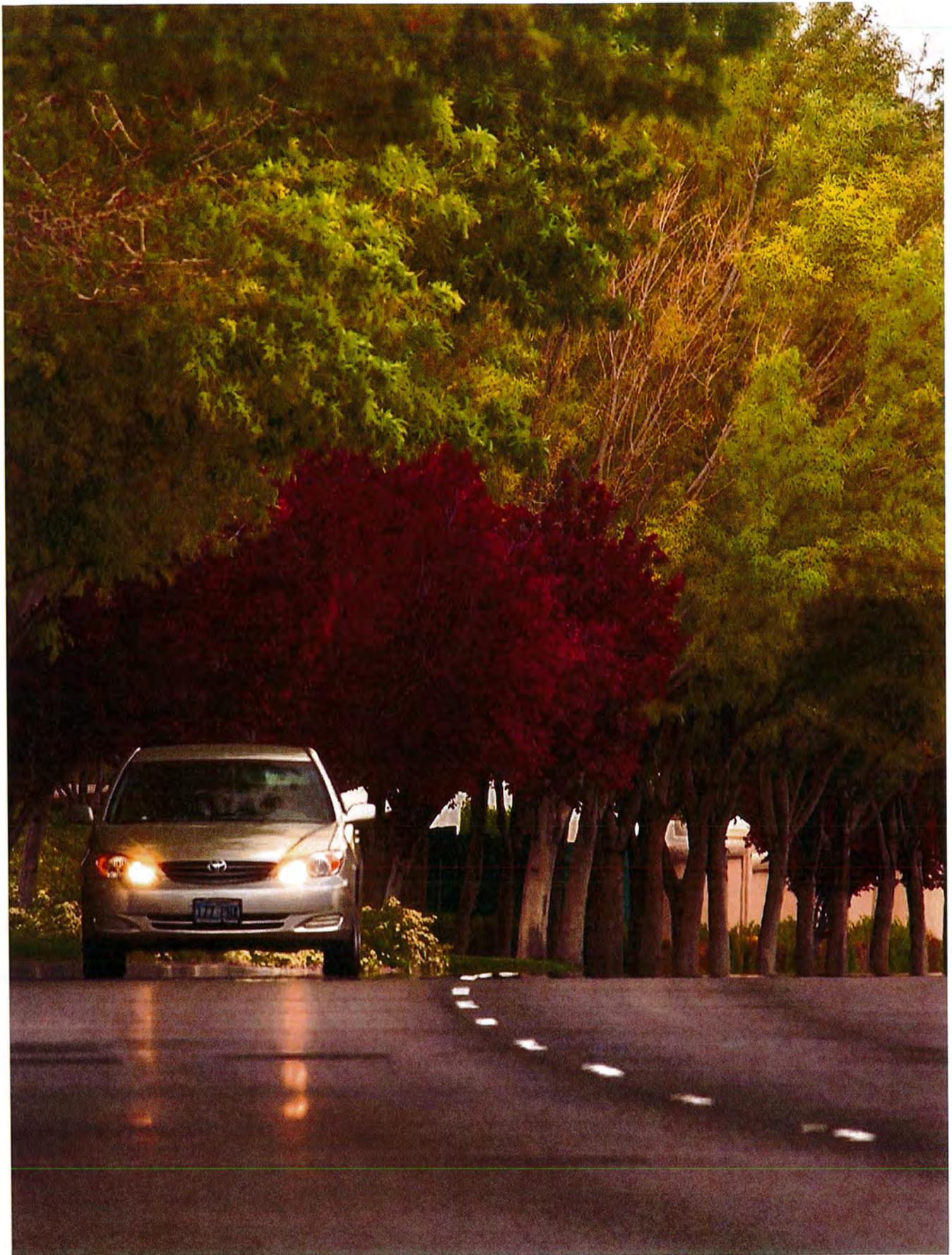
Sincerely,



Robb Berg, PLA, ASLA  
Principal  
Design Workshop, Inc.



Joshua Brooks, PLA, ASLA  
Associate  
Design Workshop, Inc.



# QUALIFICATIONS

Design Workshop is a landscape architecture, land planning, and urban design firm with a special focus on streets and corridor design. We have been providing these services for nearly five decades to developers, property owners, government agencies and other clients engaged in improvements to the land. In our years of practice, we have evolved a proprietary approach and distinct culture centered around community driven design resulting in built landscapes of the highest quality.

# ABOUT DESIGN WORKSHOP

For more than four decades, Design Workshop has provided landscape architecture, planning, urban design and strategic services to clients in North America and throughout the world. We are committed to creating special places that meet today's needs and that are sustainable environments for all time.

Design Workshop is a firm born in the pursuit of ideas. While college classmates, founders Don Ensign and Joe Porter resolved to someday start their own landscape architecture firm. The opportunity came in 1969 when both assumed teaching positions in North Carolina. Early on, they were invited to assist private sector clients, often engaging colleagues and students in a collaborative process they labeled "design workshops." These early assignments were the chance to marry the idealism of academia with development realities and to begin a small professional practice. A few years later, Don and Joe relocated the fledgling firm to Aspen and quickly earned a reputation for solving the complex problems found in fragile ecosystems and development challenges of the western landscape.

Over the last 47 years, we have had the opportunity to expand the breadth and sophistication of our firm. Our experience ranges from master plans for counties, planned communities, urban centers and resorts, to detailed design for public parks, residences and roadways. We have continuously honed the collaborative dynamics of the workshops and the pursuit of the ideas and ideals that result in the best solutions for every assignment. This approach remains the hallmark of our firm.

## LEGACY DEFINED

The firm is committed to creating provocative places that meet today's needs and are sustainable for all time. To do so, we practice a methodology called DW Legacy Design®. This proprietary process seeks to imbue every project with a balance between environmental sensitivity, community connections, artistic beauty and economic viability. Projects that achieve this harmony are enduring places that make a difference for clients, society and the well-being of the planet leaving a legacy for future generations.

## PROCESS

Planning and landscape architectural design are linear processes that build on logic and real conditions. Both inside and out, we are committed to the "design workshop" model. Our approach is iterative, engaging all significant constituencies – our clients as well as public agencies, concerned citizens and special interests. We have perfected our communications skills to assure success in public acceptance and approvals. Delivering the highest quality is built into the structure of the firm as well as the way we deliver our work. Design Workshop has a defined quality process outlined in our Project Delivery System (PDS) that ensure that a quality plan is developed for each project. Quality standards, training and specific resources are monitored by quality representatives in each of our office locations.

## BEING RECOGNIZED

One measure of our effectiveness is recognition by the industries we serve and from our peers. We have received scores of awards for our design and planning accomplishments from organizations including the Urban Land Institute, the Congress for the New Urbanism, the American Society of Landscape Architects and the American Planning Association. We are dedicated to giving back to our communities. We have established the DW Foundation, which donates time and materials to select community projects. Also, our people contribute significantly to teaching, professional associations and other professional activities.

## DENVER OFFICE

1390 Lawrence Street  
Suite 100  
Denver, CO 80204  
303.623.5186

## YEARS IN BUSINESS

Est. 1969

## PROJECT MANAGER & PRIMARY CONTACT

Josh Brooks  
720.907.9348  
jbrooks@  
designworkshop.com

## TOTAL STAFF

110

## OFFICES

Asheville  
Aspen  
Austin  
Chicago  
Denver  
Dubai  
Houston  
Lake Tahoe  
Los Angeles  
Shanghai

## SERVICES

Landscape Architecture  
Planning  
Urban Design

[designworkshop.com](http://designworkshop.com)

# DW LEGACY DESIGN®

DW Legacy Design® is a comprehensive approach to planning and design delivering measurable project outcomes in the areas of environment, community, economics and art. These four values broaden the concept of triple-bottom-line accounting by including art or aesthetics which are essential to human meaning and the spirit of place. The idea is symbolized by four overlapping circles, one for each element. The center of these rings, where the four are in balance, result in the ideal profile for a project. If a project begins with a heavy emphasis on one element, the process seeks to move it as close to the center as possible to broaden its impact.

## ENVIRONMENT

Human existence depends on recognizing the value of natural systems and organizing its own activities to protect them. Design should fit the purpose to the conditions of the land in ways that support future generations, driving value long-term.

## ECONOMICS

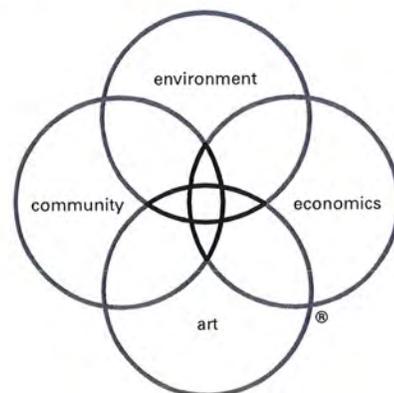
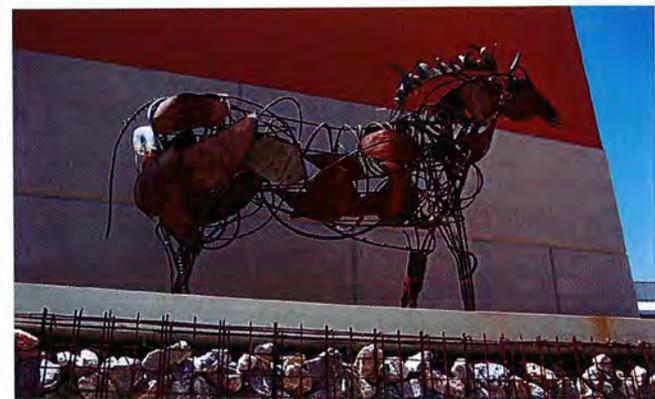
Projects must be financially sustainable to last multiple generations. Projects that are socially and environmentally responsive are, in the long term, the most economically successful.

## COMMUNITY

Projects must contribute to the quality of life of the people who use them and who are affected by them. They shall be regenerative, seeking to repair damage to the community fabric where it exists and lifting up the lives of those who are influenced by them. The design of the built environment should foster connections and interaction among families, groups, towns, cities and nations.

## ART

Beauty is a timeless quality. It boosts economic value, supports viability, attracts capital and contributes to a project's longevity. Our design process seeks new aesthetic solutions, while at the same time producing works that are not merely provocative or sensational. Timeless works provide meaning and enjoyment for passing generations and endure temporary styles or shifting fads.



# PERFORMANCE BASED DESIGN

The DW Legacy Design® process is defined by four guiding principles. The sequence of the design activities are highlighted below.

## **GATHERING INFORMATION**

The first step of the design process is to gather and assemble the facts in order to understand the issues and opportunities surrounding the project.

## **CRITICAL SUCCESS FACTORS (CSFS)**

The team must identify and confirm the client's critical success factors, which are the elements that absolutely must happen and must be an outcome of the process in order for them to consider the project a success.

## **LEGACY FOUNDATION BUILDING**

The DW Legacy Design® method builds a narrative foundation for a project and then sees the various components of that narrative (i.e. dilemma, thesis, narrative principles and goals) take shape in plans. A dilemma is a storytelling device that describes a project's predicament. It sums up the major challenges that must be reconciled to achieve a Legacy outcome. Beginning with a discussion of the project's context, it answers the question: "What is standing in the way of a project's potential for success?" A dilemma renders vivid the complexities of the project and the need for a comprehensive solution. A thesis is an assertion about the project outcome that will be tested and resolved through the team's design and planning investigations. It is a proposed solution to the central problem or question stated in the dilemma. Collectively articulating the big idea of the project aligns the team to a common goal or story.

## **DW LEGACY DESIGN® METRICS**

Legacy Metrics are a discovery-oriented tool to shape a collective point of view about a project's aspirations. They help us to develop more thorough design solutions by setting goals, integrating strategies from all four circles and measuring outcomes. Metrics help clients understand how DW Legacy Design® will positively impact their project. Metrics lead to a distilled set of goals that are applied to design solutions resulting in physical outcomes that evidence the comprehensive direction set by the team. The setting of Legacy goals is an iterative process that requires research into baselines and benchmarks in order to reach realistic aspirations and outcomes.

# ABOUT SCHEMMER

## **Our Mission:**

We enable our clients to define and achieve their goals by providing comprehensive design and construction-related services in a professional and personal manner.

## **Design with Purpose. Build with Confidence.**

There is no rule – unwritten or otherwise – that says the creation of something that is unique, yet functional, need be problematic and stressful. Which is why the men and women of Schemmer take the opposite tact, infusing the design and construction process with a collaborative spirit that forges a unified sense of purpose and confidence among all involved. It begins with designing a project that meets our client's goals before a single shovel of dirt is turned over, and doesn't end until we verify that every promise put to paper is included in the final build. So when you engage the Schemmer team, you know we'll work harder and smarter to ensure that when all is said and done, it will be done better than you ever imagined.

Schemmer is a full-service architecture, engineering and construction field services consultant, providing responsible solutions for complex design and construction-related challenges. Founded in 1959, we are grounded in our past but remain fully committed to the future. Located in three States and six offices throughout the Midwest, Schemmer is providing services to clients from coast-to-coast and border-to-border across the United States.

## **Solutions that reflect your needs.**

No two municipalities are alike. Whether we are working for large urban agencies or small rural communities and counties, we understand that providing effective solutions takes knowledge, collaboration and flexibility. Schemmer professionals help analyze the cost-effectiveness of operational procedures for a variety of infrastructure and facility projects that a municipality oversees. Our experience with municipalities ranges from water and sewer conveyances, water main systems, channel improvements, street rehabilitation, facilities, to urban development.

## **OFFICE ADDRESS**

1044 North 115th  
Street, Suite 300  
Omaha, NE 68154  
402.493.4800

## **YEARS IN BUSINESS**

Est. 1959

## **PROJECT MANAGER & PRIMARY CONTACT**

Charles Huddleston  
402.431.6306  
chuddleston@schemmer.com

## **TOTAL STAFF**

99

## **OFFICE LOCATIONS**

Omaha, NE  
Lincoln, NE  
Council Bluffs, IA  
Des Moines, IA  
Oklahoma City, OK  
Tulsa, OK

## **SERVICES**

Architecture  
Structural Engineering  
Mechanical Engineering  
Electrical Engineering  
Civil Engineering  
Transportation Engineering  
Water/Wastewater Engineering  
Geotechnical Engineering  
Construction Materials Testing  
Construction Special Inspections  
Surveying  
Construction Staking  
Construction Contract Administration

# SCH<sub>EM</sub>MER

*Design with Purpose. Build with Confidence.*

# ABOUT LCS TRANSPORTATION CONSULTANTS

LSC Transportation Consultants, Inc. provides consulting services in all phases of transportation planning and traffic engineering throughout the western United States

With three offices in Colorado and California, the goal of the firm is to perform highly competent planning and engineering services within the transportation field. The firm is the successor to Leigh, Scott and Cleary, Inc. and has provided consulting services continuously since 1975.

LSC's clients include government agencies, institutions, private organizations and individuals. We specialize in:

- Traffic engineering
- Complete Streets design
- Multi-modal transportation planning
- Transit planning and operations
- Parking analysis
- Parking facility design
- Traffic impact studies
- Access planning and design
- Roundabout analysis and design
- Bicycle/pedestrian circulation

The firm's strength lies in the staff's broad range of professional experience. With a current staff of 30, the firm includes engineers, planners, and technical support personnel. Our staff includes professional engineers registered in the states of California, Nevada, Arizona, Utah, Colorado, and New Mexico, and planners who are members of the American Institute of Certified Planners. Transportation planning and traffic engineering studies requiring a timely, personal response by experienced professionals are the company's specialties. We take pride in offering the sensitivity, flexibility, and innovative ability that small firms characteristically best provide.

## OFFICE ADDRESS

1889 York Street  
Denver CO 80206

## YEARS IN BUSINESS

42

## PRIMARY CONTACT

Gordon R. Shaw  
530-583-4053  
gordonshaw  
@lscctahoe.com

## TOTAL STAFF

30

## OFFICE LOCATIONS

Denver

Colorado Springs

Lake Tahoe

## SERVICES

Traffic Engineering

Transit Planning

Transportation Facility Design

Bicycle and Pedestrian Planning

Parking Planning and Design

# ABOUT HINES INC

Hines is a focused, driven, agile group of Engineers & Designers committed to **site water resource management and irrigation system design**. With offices in Colorado and Arizona, Hines has worked in some tough climactic regions, and are well placed to offer sustainable solutions to a variety of challenges. One of Hines's core strengths is an ability to assimilate well with a team, to offer key support while balancing the many design and implementation factors latent in a complex projects.



## COMPANY INTRODUCTION

Hines was formed in the State of Colorado to provide professional irrigation consulting and design services to Municipalities, State and Federal agencies, Contractors, Land Developers, Landscape Architects, and Civil Engineering firms throughout the western U.S. Our reputation quickly grew by providing creative solutions to difficult design and construction challenges. In 2004, Hines opened an office in Phoenix, Arizona to serve a growing clientele in managing their irrigation water resources in the challenging Desert Southwest, Texas, and California.

Our reputation is based upon the delivery of quality, and cost-effective design services - on time. Applying engineering principles to the design of efficient water delivery, mechanical systems, & sprinkler irrigation systems, we have successfully addressed the water management needs of a wide variety of clients. Typical projects include: Raw Water Transfer, Storage & Delivery, Reservoir Design & Canal Revitalization, Reclaimed Water Irrigation Systems, Park Development, Pumping Station Design, Water Feature Mechanical Design & Irrigation System Design.

## OFFICE ADDRESS

323 W. Drake Rd.  
Suite 204  
Fort Collins, CO 80526  
970.282.1800

1110 E. Missouri Ave.  
Suite 380  
Phoenix  
Arizona 85014  
602.240.9800

## PRIMARY CONTACT

Nate Hines  
970.282.1800  
nate@hinesinc.com

## HINES PROJECT EXPERIENCE

### Fort Collins Streetscape Projects -

North College Avenue Improvements, Harmony Road & Ziegler Road intersection and medians, Harmony Road & Timberline Improvements; Harmony Road Improvements-College Ave to Seneca Drive; Mason Street Improvements North of Mountain Ave.

### Brighton Boulevard Improvements

- Denver, CO - Hines was engaged to provide master planning & sustainable irrigation system Construction Documents for this 5-mile, neighborhood revitalizing streetscape improvement project in the Rino District in Denver.

**Gondola Square** - Aspen, CO - Hines engineers assisted with the renovation of Gondola Square. Specific attention was paid to coordinating irrigation system renovations in accordance with City of Aspen standards & protecting existing trees through construction.

**Lincoln Corridor** - Fort Collins, CO - This exciting project provides pedestrian access

from downtown Fort Collins to residential & craft brewery locations just east of downtown. Hines engineers provided specific, intricate design detailing typical of pedestrian streetscape projects & water conserving irrigation system design.

### Linden Street Improvements Project -

Fort Collins, CO - Hines Engineers were honored to take part in this streetscape project with the City of Fort Collins. Specific design included over 1,100 linear feet of urban streetscape irrigation design to various point-source drip irrigated planting elements. All design plans, details, specifications & cost estimates items were prepared in accordance with City & CDOT requirements.

### Peachtree Plaza - Atlanta, Georgia -

Following a rigorous national competition, Hines was part of the team selected to provide planning, engineering, & design for an innovative restoration of this signature downtown plaza. Hines is visioning water feature & irrigation systems which will utilize harvested water sources.

## TOTAL STAFF

8

## OFFICES

Fort Collins  
Phoenix

## SERVICES

Irrigation Design

# ABOUT CLANTON & ASSOCIATES, INC

Clanton and Associates, Inc. is an award-winning design firm that specializes in sustainable lighting design. The firm has been committed to environmentally sensitive design for over 30 years. Clanton & Associates has participated in over 3000 design projects of all types and sizes.

Clanton & Associates employs 11 full time people including two registered engineers, and three senior designers. Three design staff members are LEED Accredited Professionals.

The firm has successfully developed outdoor urban lighting designs to illuminate various streetscapes, pedestrian malls, architectural facades, town squares, landscape features, public art, bridges, roadways, and parking areas.

Clanton & Associates has worked on numerous street and roadway projects including developing lighting guidelines, master plans, full designs and control strategies for communities, developments, states, universities, and colleges. Additionally, our visibility research has led to street lighting criteria development for many municipalities.

With a design process that focuses on creating nighttime environments of the highest quality, unwanted glare, light pollution, and light trespass are minimized, we collaborate with the client and design team to satisfy the unique goals of each individual project. Firm members participate in the research and development of new lighting standards and apply the most current visibility criteria to each project. By aligning projects with future technology and ongoing research, Clanton & Associates provides beautifully integrated design solutions which save energy, are easy to maintain, and enhance visibility.

## URBAN STREETScape AND PUBLIC REALM PROJECTS

- 16th Street Mall Light Replacement, Denver, CO
- Denver Union Station and Light Rail Terminal Plaza, Denver, CO
- Tennyson Street, Denver, CO
- 14th Street Improvements: Market to Colfax, Denver, CO
- 38th and Blake Streets Sidewalk Improvements, Denver, CO
- Old Town Square Renovation, Fort Collins, CO
- The Hill District, Boulder, CO
- Downtown Alleyways, Fort Collins, CO
- Vail Streetscapes, Vail, CO
- River North Promenade, Denver, CO
- Downtown Westminster Central Plaza and Streetscapes, Westminster, CO
- Superior Town Center, Superior, CO
- Downtown Pedestrian Mall Improvements, Aspen, CO

## OFFICE ADDRESS

4699 Nautilus Court S.  
Suite 102  
Boulder, CO 80301  
303.530.7229

## YEARS IN BUSINESS

Est. 1981

## PROJECT MANAGER & PRIMARY CONTACT

David Roederer  
303.530.7229  
david@clantonassociates.com

## TOTAL STAFF

11

## OFFICE LOCATIONS

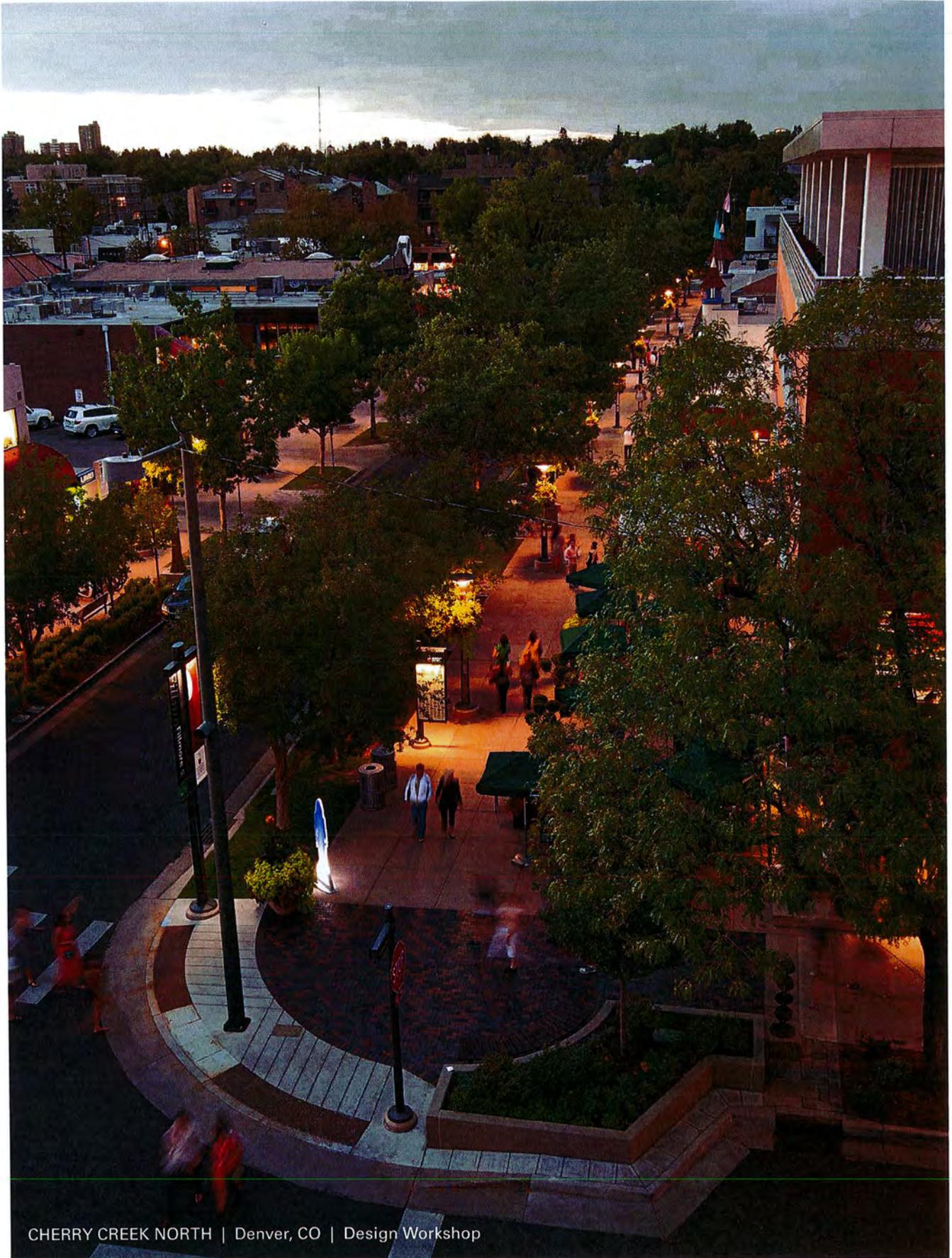
Boulder, Colorado

## SERVICES

Lighting Design

Research and Policy

Lighting Master Planning



CHERRY CREEK NORTH | Denver, CO | Design Workshop

# PROJECTS

While our firm works on a wide variety of projects types, the team represented within this proposal specializes in streetscape and corridor design. We practice on a national level with cities similar to La Vista and have a track record of delivering streetscape designs that solve issues and serve as community indicators. We are both designers and planners and understand the multiple scales of impact that streets have on a community.

## LINCOLN P STREET

DESIGN WORKSHOP + LSC | LINCOLN, NEBRASKA



Design Workshop lead a large multi-disciplinary design team of traffic engineers, graphic designers, local landscape architects and civil engineers, lighting designers and retail consultants to create a comprehensive master plan for this 26-block portion of downtown Lincoln. Through detailed analysis the team was able to reconfigure the street cross section and increase the pedestrian and bike facilities without changing the LOS.

This master plan included an extensive public outreach effort, including public meetings and an online forum aimed at developing ideas for transit solutions, public art programs, building setbacks and first floor land use, retail development strategies, open space creation, and pedestrian realm detail design.

The corridor traverses four major areas of downtown including an historic train depot district, a retail-centric area, a prominent linear park, and an up-and-coming residential area adjacent to a large regional park. The design team also developed detailed design and construction documentation for a six block portion of the master plan that encompasses the "Retail Core".

This detailed design integrates a number of sustainable and custom elements including street side rain gardens that capture water from the street and sidewalks, native limestone benches, lighting banner poles, and permeable paving.

### SERVICES PROVIDED

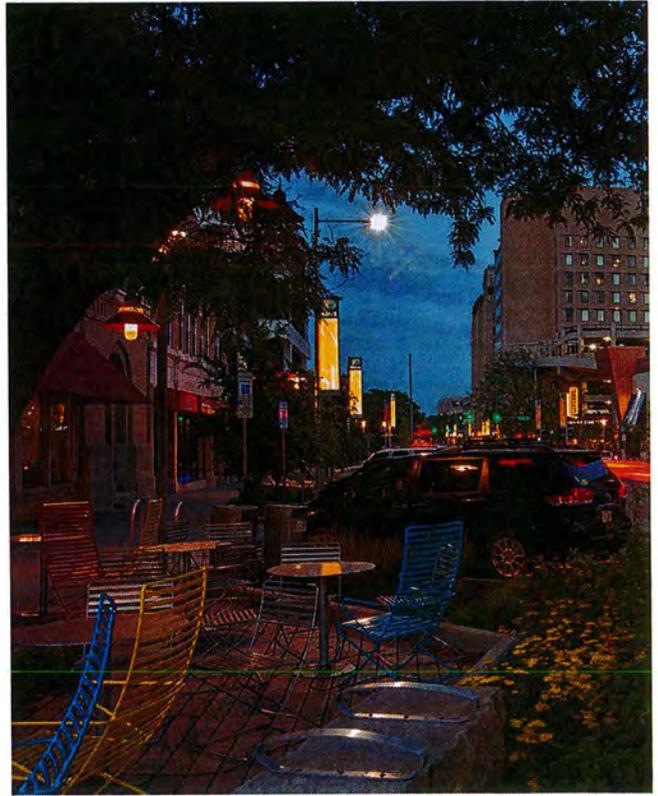
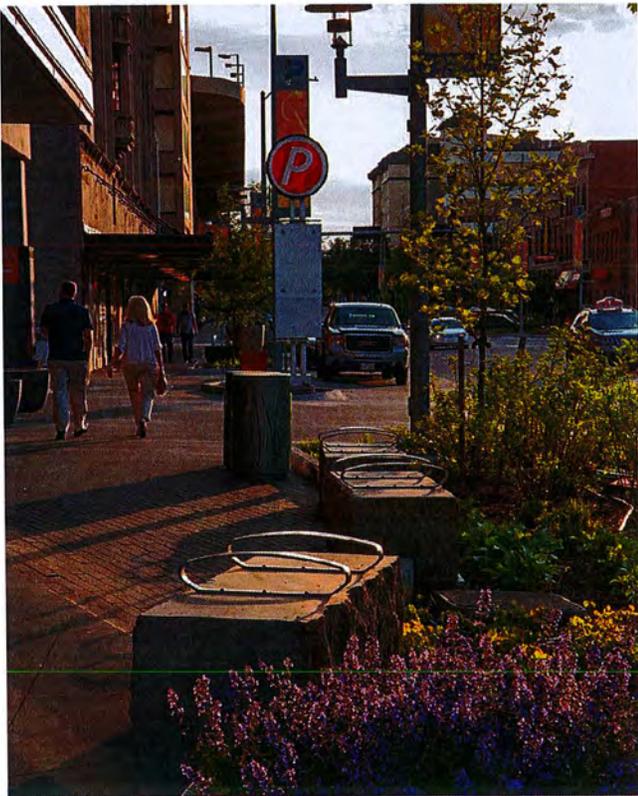
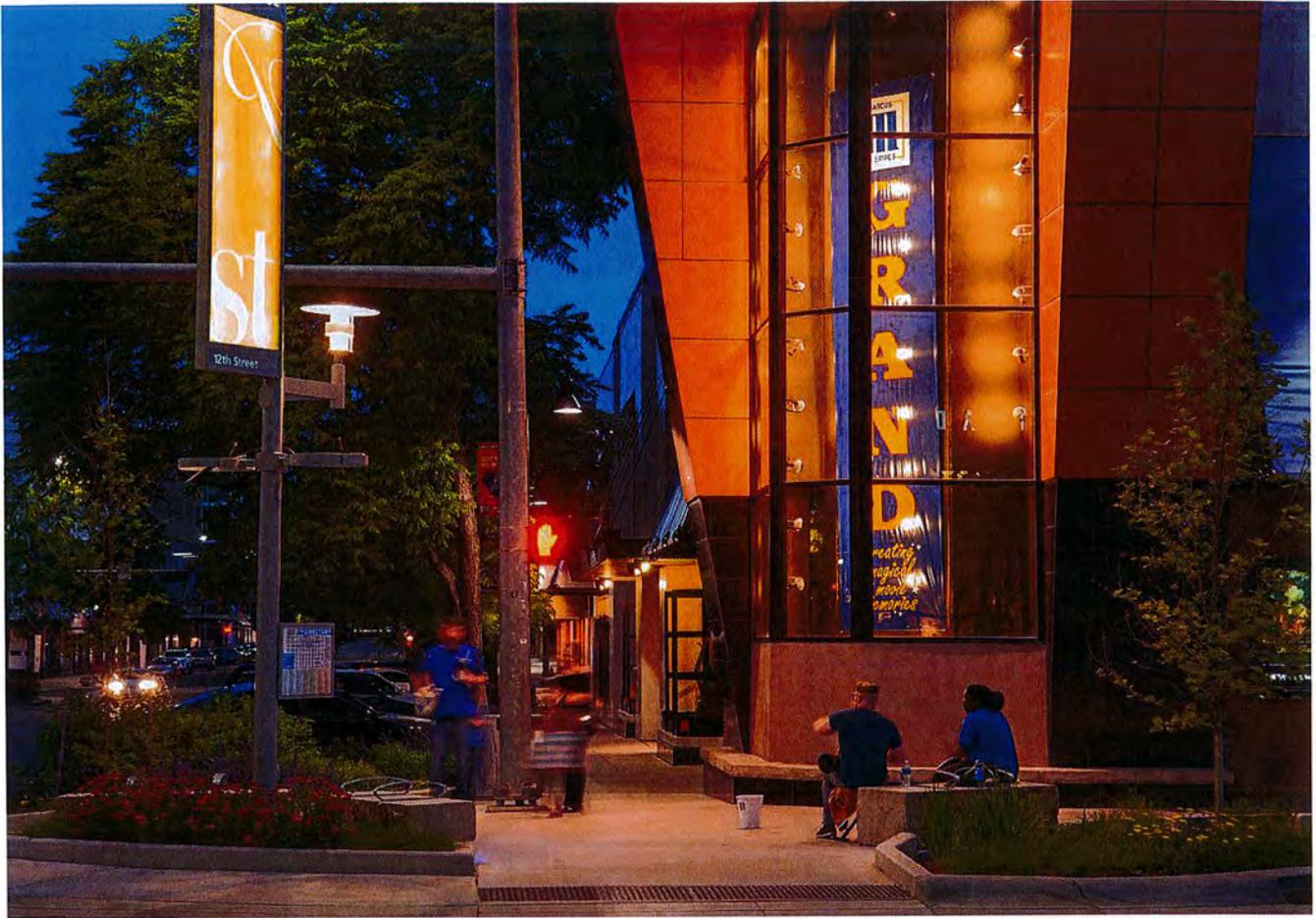
Master Planning, Urban Design, Landscape Architecture, Public Outreach + Facilitation

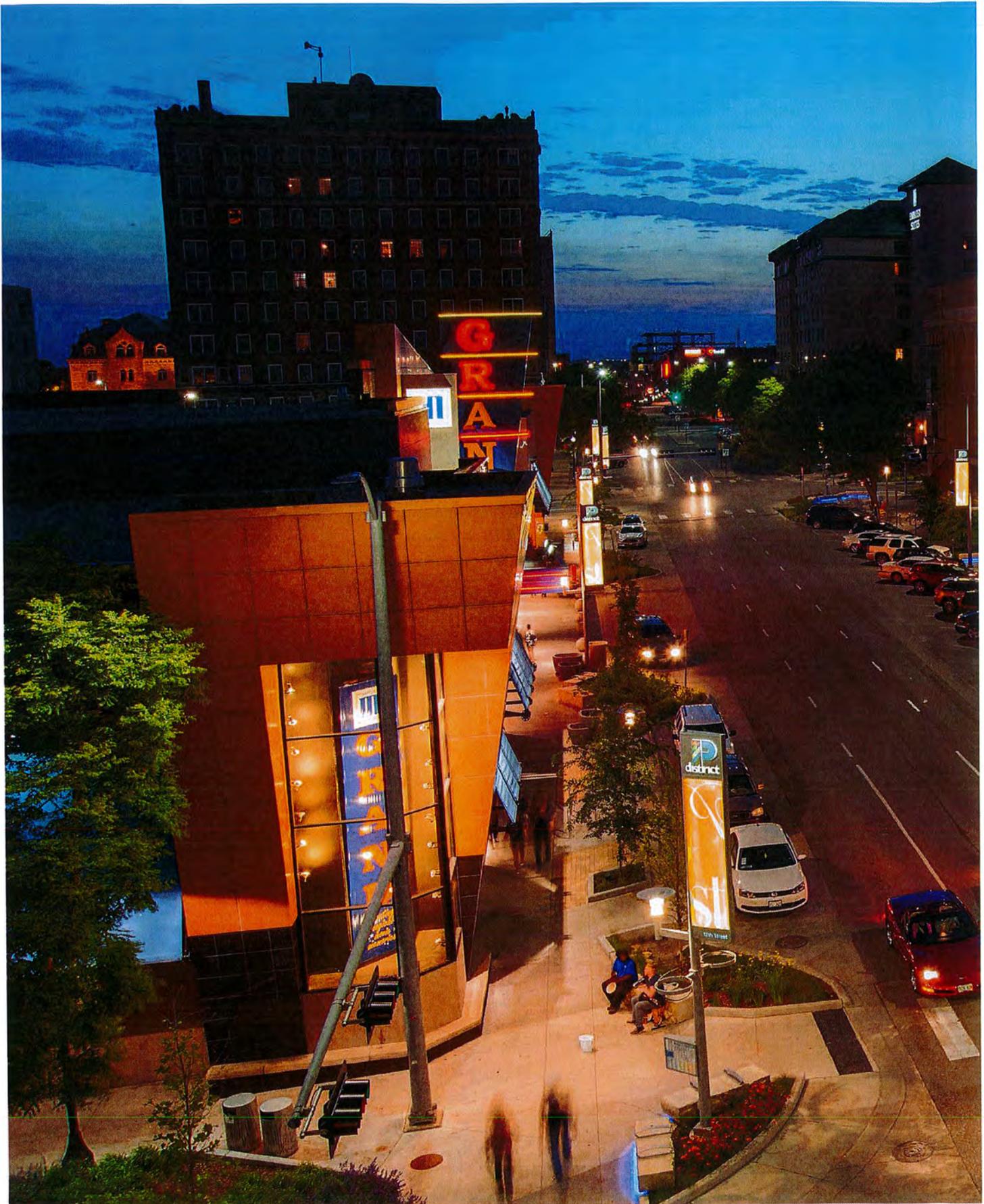
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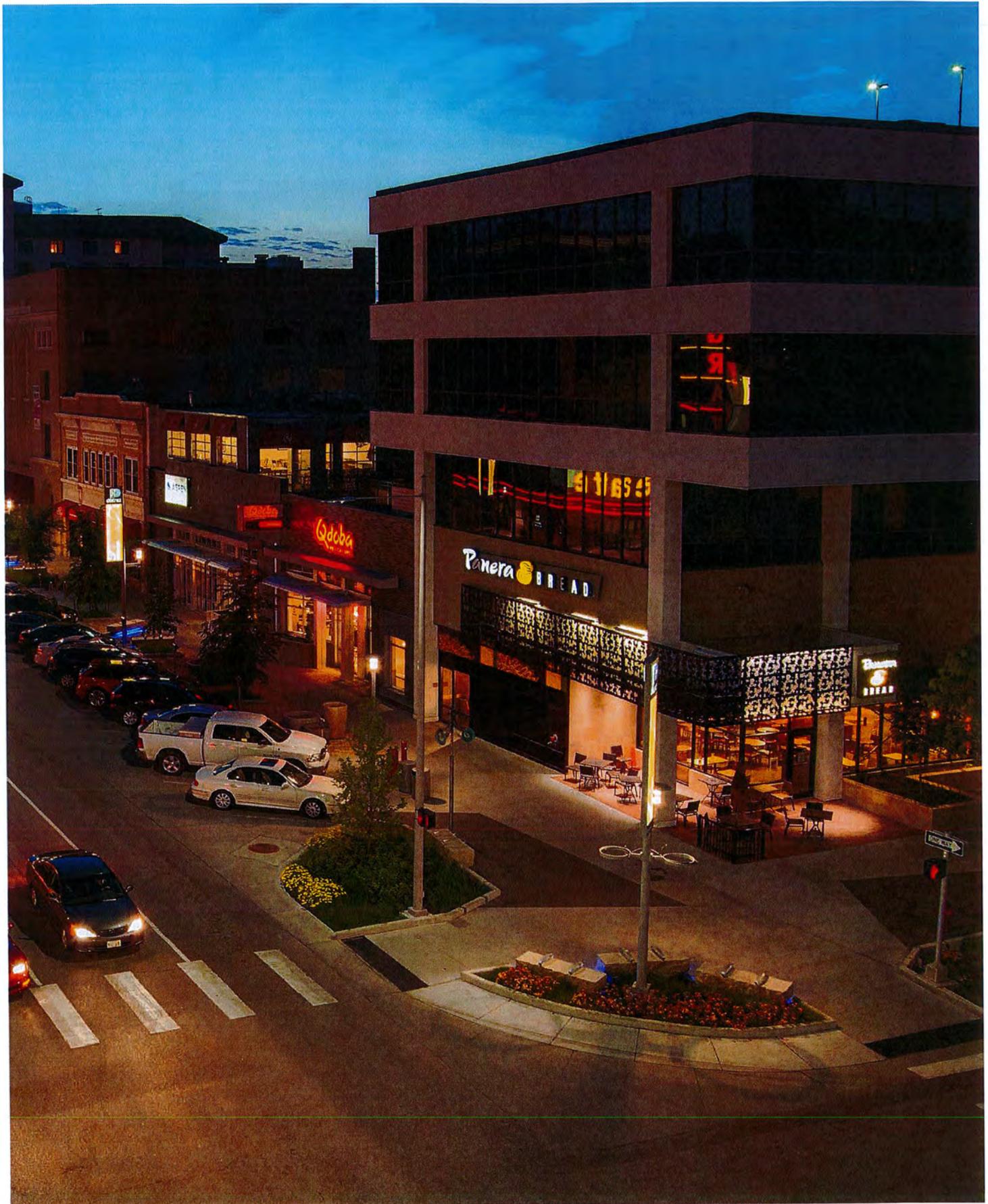
Terry Uland  
President  
Downtown Lincoln Association  
402-434-6905  
tuland@downtownlincoln.org

**2013 COLORADO CHAPTER OF THE AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS MERIT AWARD FOR PLANNING**

**2014 LINCOLN MAYOR'S AWARD**







# UPTOWN HOUSTON POST OAK BOULEVARD RECONSTRUCTION

DESIGN WORKSHOP | HOUSTON, TEXAS



**KEY**

- |   |  |   |
|---|--|---|
| 1. Inverness – 800 Post Oak                   | 14. Air Liquide – 5050 Westheimer            | 27. Zadok – 1801 Post Oak                               |
| 2. Post Oak Tower – 1200 Post Oak             | 15. Williams Tower – 2800 Post Oak           | 28. Levine/Pappas – 1717 Post Oak                       |
| 3. Four Oaks Place – 1300 Post Oak            | 16. Water Wall                               | 29. Levine/Pappas – 1717 Post Oak                       |
| 4. BHP Billiton – 1300 & 1550 Post Oak        | 17. NW/C Richmond @ Post Oak – 5000 Richmond | 30. Levine/Pappas – 1717 Post Oak                       |
| 5. Cosmopolitan – 1600 Post Oak               | 18. Hidalgo Pond – 3111 Post Oak             | 31. Levine/Pappas – 1701 Post Oak                       |
| 6. AmREIT – 1650 Post Oak                     | 19. SEC Post Oak & Hidalgo                   | 32. Icon Bank – 4920 San Felipe                         |
| 7. Boulevard Place North – 1702-1800 Post Oak | 20. Metro – NE/C Post Oak & Hidalgo          | 33. Willie G's – 1605 Post Oak                          |
| 8. Apache – 1702-1800 Post Oak                | 21. GUIC – 2801 Post Oak                     | 34. Randall Davis – 3030 Post Oak                       |
| 9. Boulevard Place South – 1702-1800 Post Oak | 22. Dillard's – 4925 Westheimer              | 35. McDonald's – 1405 Post Oak                          |
| 10. Cousins – 1980 & 2000 Post Oak            | 23. Voss/Tanglewood – 2521 Post Oak          | 36. Uptown Post Oak Apartments – 1111 Post Oak          |
| 11. Redstone Land – 2200 Post Oak             | 24. Tanglewood – 2019-2521 Post Oak          | 37. Prosperity Bank – 1101 Post Oak                     |
| 12. Redstone Office – 2120 Post Oak           | 25. Doubletree – 2001 Post Oak               | 38. Post Oak Houston Real Estate Holding – 777 Post Oak |
| 13. Weingarten – 5000 Westheimer              | 26. Leafs on Post Oak – 1901 Post Oak        | 39. SW/C Post and Loop 610 – 735 Post Oak               |





## SOUTH BROADWAY (ARIZONA TO EXPOSITION)/ INTERSTATE 25 INTERCHANGE

DESIGN WORKSHOP | DENVER, COLORADO



As part of a team to improve South Broadway's alignment, intersections and access to Interstate 25, Design Workshop emphasized pedestrian and bike mobility through streetscape improvements and place-making strategies. Currently, pedestrians and bicyclists are challenged by a lack of continuity, uncomfortable environments and safety issues—both within the corridor and as passing through it when accessing the multi-modal Broadway Station, South Platte River trails and neighborhood open spaces. The project anticipates the transformation of this formerly industrial area to a dense mixed-use transit-oriented development. Widened sidewalks will accommodate multiple users and provide safer connections within the corridor and to nearby designated bike routes. Streetscape elements will add uniformity to the blocks, forge an identity for the future district and create a more comfortable shaded environment.

Design Workshop also led the sustainability effort of the project, convening a sustainability workshop to engage the multi-disciplinary consultant team and City and County of Denver staff in a discovery process that defined comprehensive sustainability goals aligned with the city's sustainability initiatives. DW captured the iteration of these goals, helped develop strategies and identify costs and benefits, and targeted quantifiable results to ensure that the team adhered to the sustainability process through the design and documentation effort.

### SERVICES PROVIDED

Streetscape Design and Place-making, Walkability, Connectivity and Multi-modal Strategies, Sustainability Effort Lead for Multi-disciplinary Team Public Outreach, Visualization

### REFERENCE

Karen Good  
Project Manager II, Denver Public Works/Policy  
City & County of Denver  
720.865.3162  
[karen.good@denvergov.org](mailto:karen.good@denvergov.org)



## BAGBY STREET RECONSTRUCTION

HOUSTON, TEXAS



The Bagby Street reconstruction project in Houston's central Midtown district represents a renewed effort by the district to connect with their current demographics, modern infrastructure demands, and long term sustainability goals. The project envisioned a highly programmed, pedestrian-friendly environment that encouraged private re-investment in the area, as well as a high level of service for current residents.

Goals for the project relate to limiting disturbance to local businesses during streetscape reconstruction, return on infrastructure investment for the district, sustainability features such as rain gardens and biofiltration systems, increasing human comfort through shade trees and additional seating opportunities, and reduction of operational/maintenance burdens on the community. Although the scope of the project is limited to the physical reconstruction of the right-of-way, the team used a comprehensive master planning and analysis approach to ensure the proposed work matched current land uses, related to future redevelopment opportunities, and was responsive to local demographics.

### SERVICES PROVIDED

Master Planning, Urban Design, Landscape Architecture, Experiential Graphic Design for Signage & Wayfinding

### REFERENCE

Matt Thibodeaux  
Executive Director  
Midtown Redevelopment Authority (MRA)  
713-526-7577  
mattt@houstonmidtown.com

**2013 AMERICAN COUNCIL OF ENGINEERING CONSULTANTS TEXAS HONOR AWARD**

**2013 SILVER CERTIFIED GREENROAD®**

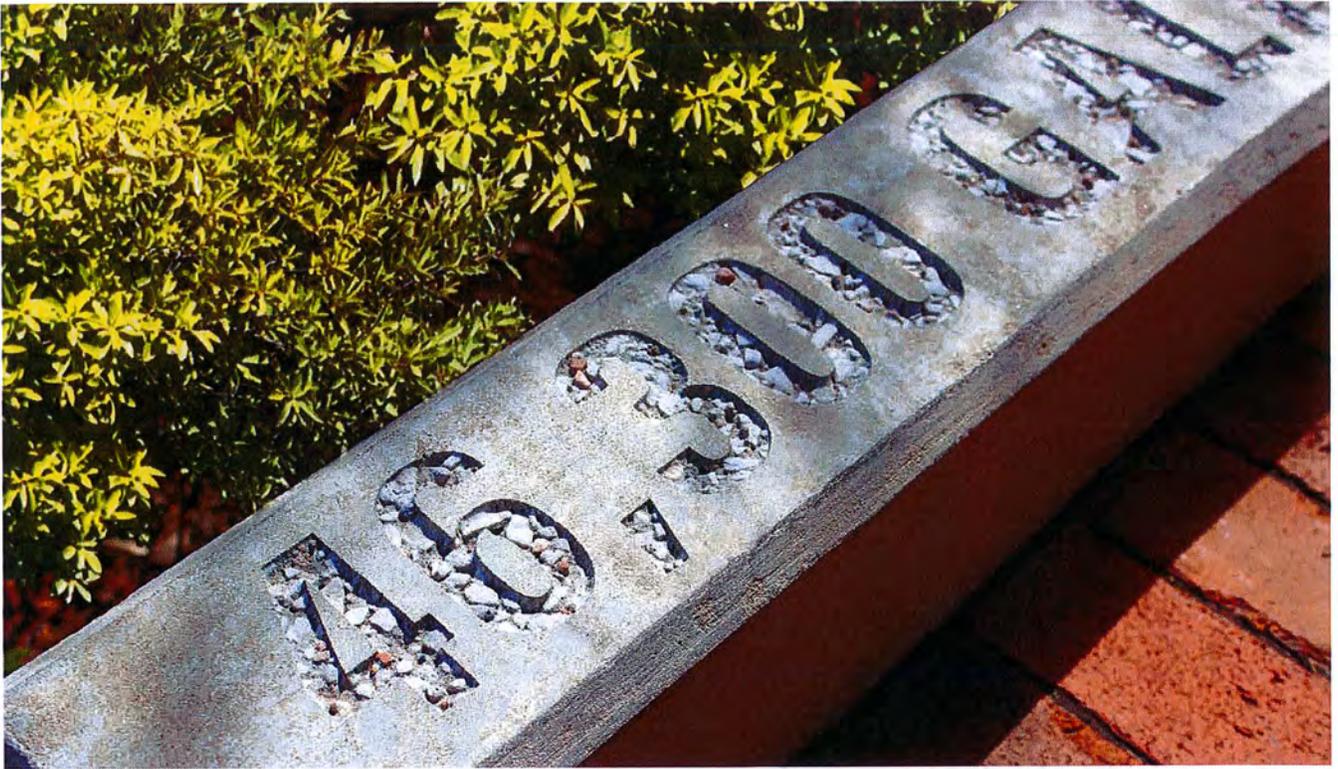
**2014 TEXAS ASLA AWARD OF EXCELLENCE FOR DESIGN: CONSTRUCTED PROJECTS**

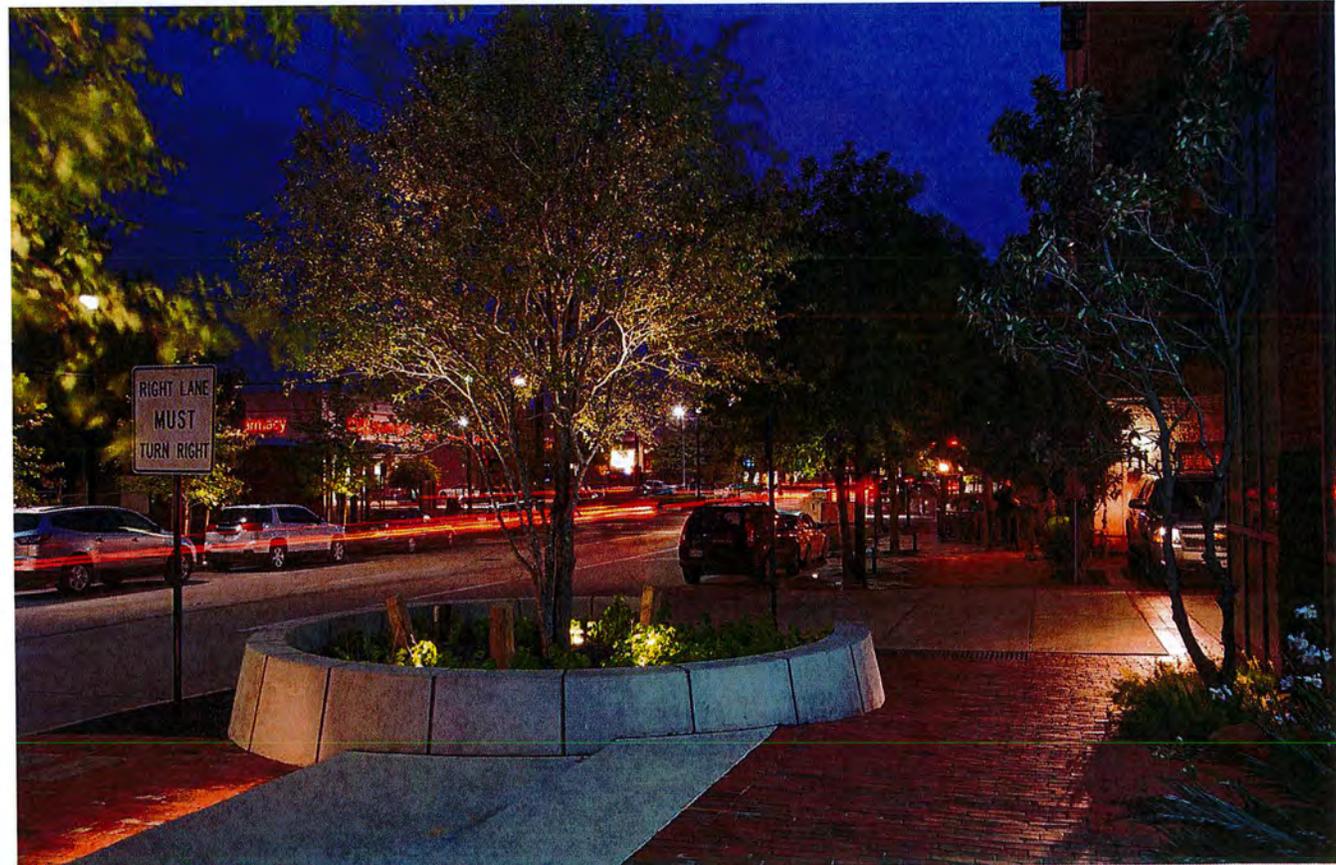
**2014 NATIONAL AMERICAN COUNCIL OF ENGINEERING COMPANIES HONOR AWARD**

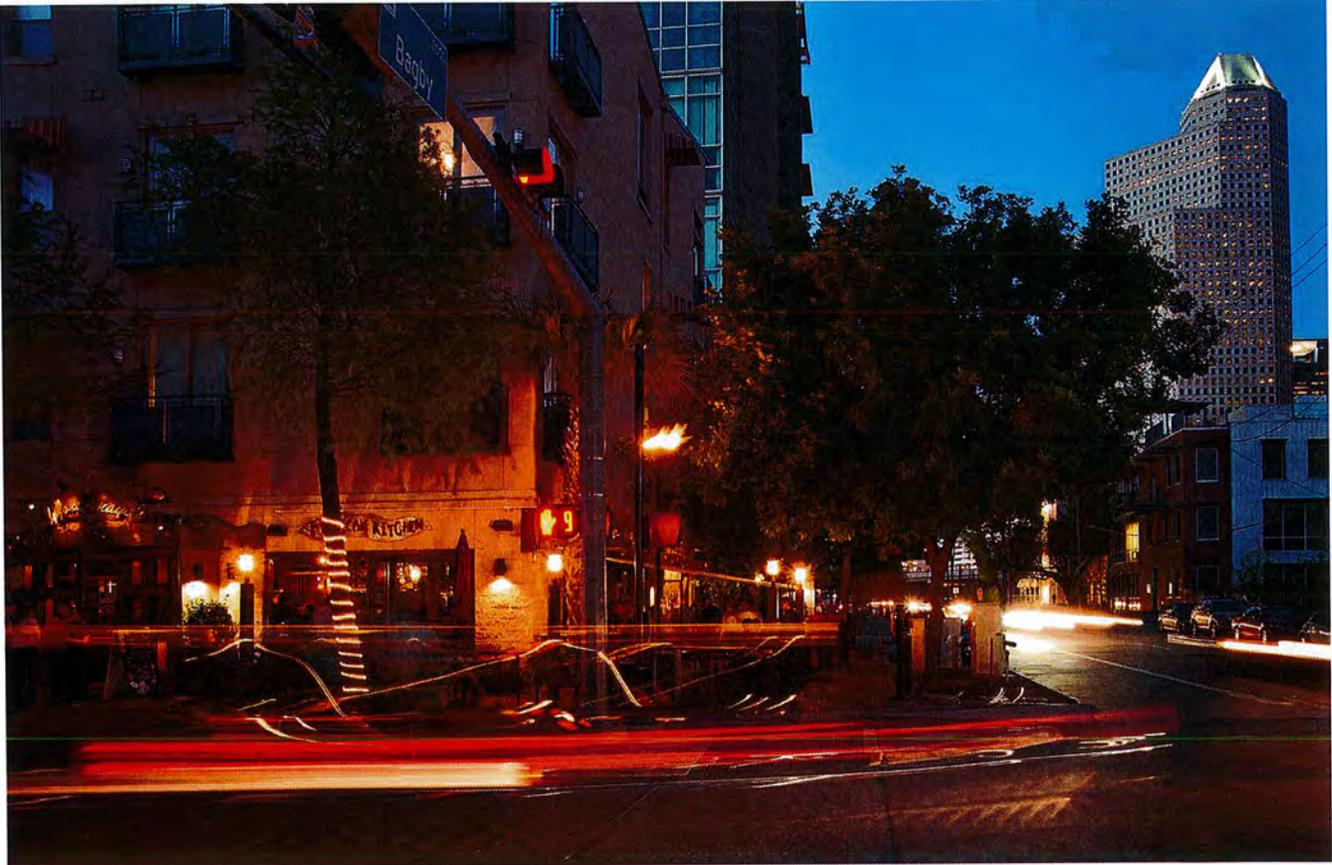
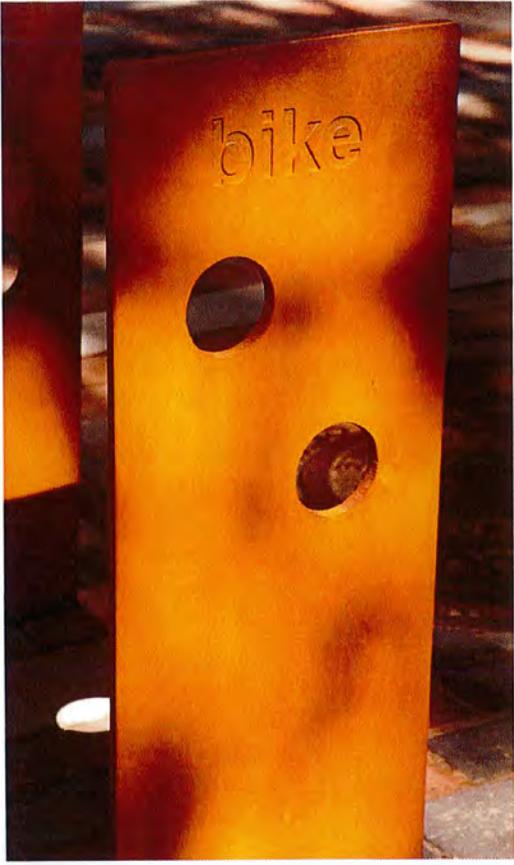
**2014 TEXAS ASLA MERIT AWARD IN COMMUNICATION**

**2014 INTERNATIONAL MAKING CITIES LIVABLE, LLC ACTIVE MOBILITY/COMPLETE STREETS AWARD**

**2014 TEXAS CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION PUBLIC WORKS PROJECT OF THE YEAR**







## CHERRY CREEK NORTH STREETSCAPES

DENVER, COLORADO



Cherry Creek North is a premier outdoor retail mixed-use center in central Denver. Together with the Cherry Creek Mall it has become the most popular tourist destination in Denver and it has always been well-loved by locals for its urban village ambiance and mix of small independent shops and national retailers. In 2007 the Business Improvement District members voted to approve the ability to issue \$18.5 million in bonds for capital improvements. One of the challenges is to make improvements to the district without destroying the assets that are still viable. The process involves a wide range of stakeholders including the BID members—which now includes small independent store owners, major national retailers, a luxury hotel operator, office managers, residents and developers—the surrounding residential organizations, the City and County of Denver and the Cherry Creek Mall.

### SERVICES PROVIDED

Urban Design, Landscape Architecture, Signage & Wayfinding, Construction Administration & Observation

### REFERENCE

Julie Underdahl  
President/CEO  
Cherry Creek North Business Improvement District  
303.394.2904  
[julie@cherrycreeknorth.com](mailto:julie@cherrycreeknorth.com)

2011 ASLA COLORADO MERIT AWARD FOR DESIGN

DENVER MAYOR'S AWARD



## WESTHEIMER ROAD - WESTCHASE DISTRICT HOUSTON, TEXAS



Westheimer Road is a distinguished address in Houston but the character of existing development does not reflect the Westchase Management District's vision for the area. To the west of Beltway 8, "big box" and strip commercial development with large surface parking lots bordering on Westheimer are numerous. Large office towers with deep setbacks are also evident. On the east side of Beltway 8, single family homes back up to the north side of Westheimer, with a mix of commercial strip centers and office towers on the north and south sides.

Though the corridor is primarily used for vehicular travel, the Westchase District believes the right of way can serve as a uniting element between various land uses. Design Workshop is part of the team tasked with creating a sustainable, aesthetically pleasing and comfortable environment for pedestrians, cyclists, transit riders and vehicles while projecting the distinct identity that Westchase desires.

### SERVICES PROVIDED

Master Planning, Landscape Architecture, Wayfinding and Signage, Public outreach, Permitting, Green Infrastructure Design

### REFERENCE

Jim Murphy  
General Manager  
Westchase District  
713.780.9434  
[jmurphy@westchasedistrict.com](mailto:jmurphy@westchasedistrict.com)



## CITY OF LINCOLN AIRPORT ENTRANCE ROAD

LINCOLN, NEBRASKA | SCHEMMER



In an effort to improve the aesthetics and roadway driving surface for the corridor between the Lincoln Airport and downtown, Schemmer prepared construction documents for a streetscape master plan developed by the Lincoln Parks & Recreation Department and made recommendations, in addition to designing plans for the prioritization of pavement repairs. The success of this project plays a significant role in the economic revitalization of the West Cornhusker Highway and NW 12<sup>th</sup> Street corridor between the Lincoln airport and points of Lincoln south and east of the I-80 and Cornhusker Highway interchange. Schemmer provided the final design for this project, and teamed with The Clark Enersen Partners, who provided the conceptual design.

### SERVICES PROVIDED

Civil Engineering, Landscape Architecture, Surveying

### REFERENCE

Erika Nunes  
City of Lincoln  
901 West Bond Street, Suite 100, Lincoln, NE 68521  
402.441.7711  
enunes@lincoln.ne.gov



## VISION 84 MASTER PLAN, AECOM AND CITY OF LA VISTA

LA VISTA, NEBRASKA | SCHEMMER



A redevelopment/revitalization plan for the 84th Street corridor in La Vista, this visioning process involves working with a group of selected City staff, elected and appointed officials, representative from various agencies and volunteers from the community. The project's scope includes: tour of study area to identify key areas and issues; collect/review data, including maps, development plans, property data, traffic studies, infrastructure, existing City plans and regulations; assist in identifying and gathering data for base maps; assist in identifying and presenting information to targeted outreach groups; schedule speaker series/educational forums; assist with working group meetings and community workshops; coordinate and schedule mobile bus tour for working group; and assist in development and analysis of alternatives, including traffic patterns/circulation and infrastructure analysis.

### SERVICES PROVIDED

Community and Regional Planning, Master Planning, Municipal Engineering, Public Participation Services, Traffic Engineering

### REFERENCE

Douglas Kindig  
Mayor  
City of LaVista, Nebraska  
8116 Park View Blvd, La Vista, NE 68128  
402-331-4343  
Mayor@cityoflavista.org

## STREETSCAPE MANUAL, OMAHA BY DESIGN

OMAHA, NEBRASKA | SCHEMMER



Schemmer's Charly Huddleston volunteered on the committee that created the Omaha Streetscape Handbook standards manual in 2007 and 2008 for Omaha by Design. In collaboration with a diverse task force of representatives from Omaha by Design; the city's parks, planning and public works departments; the American Society of Landscape Architects; the American Institute of Architects; the American Society of Civil Engineers; the American Planning Association; the Omaha Public Power District and the Nebraska Department of Roads; the creation of this standard brought the best practices from other regions of the USA to our Metro area. The handbook evolved from a series of recommendations outlined in Omaha's Urban Design Element to guide its physical development. The publication also includes an album of well-designed streetscapes, along with their performance standards and design considerations, and a chapter on the application of streetscape design to Omaha's Areas of Civic Importance as outlined in the Urban Design Element.

### SERVICES PROVIDED

Implementing Sustainable Practices, Developing Complete Streets, Using Cohesive Design Elements, Promoting Safety and Security, Coordinating Maintenance with Design and Implementation, Protecting and Enhancing Historic Character

### REFERENCE

Omaha by Design  
618 South 11th Street, Omaha, NE 68102  
402-934-7055  
info@omahabydesign.org

## CITY OF LINCOLN MOPAC TRAIL PEDESTRIAN BRIDGE OVER 27TH STREET

LINCOLN, NEBRASKA | SCHEMMER



Schemmer provided the final design for a new pedestrian bridge over North 27th Street. The bridge provides a vital connection to the existing trail on the east and west sides of 27th Street. The signature truss span was developed with input from adjacent neighborhoods and contains an arching top chord to provide aesthetic interest. With much of the funding coming from the Transportation Enhancement Program, Schemmer coordinated all design and plan review activities with the Nebraska Department of Roads, following guidelines that govern these types of projects. Schemmer also assisted City of Lincoln staff in communicating with the adjacent businesses to ensure project concerns were adequately met during design.

Schemmer prepared construction bid documents that originated from a master plan developed by the City's Parks & Recreation Department. This project was developed, in part, as an enhancement to the Elaine Hammer Bridge (MoPac Trail over N. 27th Street).

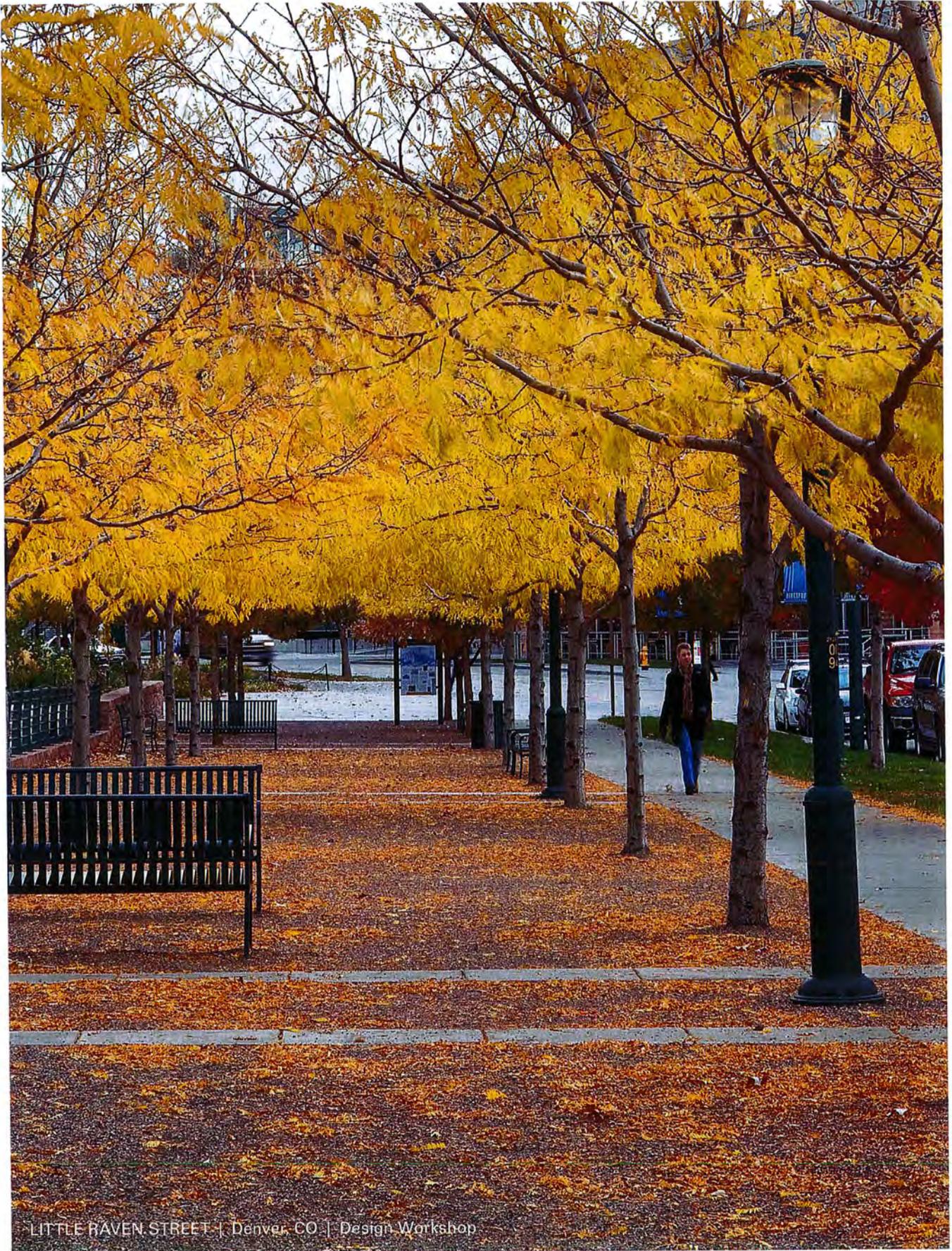
### SERVICES PROVIDED

Construction Engineering Services, Electrical Engineering, Surveying, Transportation Engineering

### REFERENCE

Terry Genrich  
Natural Resources Manager  
City of LaVista, Nebraska  
2740 A Street, Lincoln, NE 68502  
402.441.7939



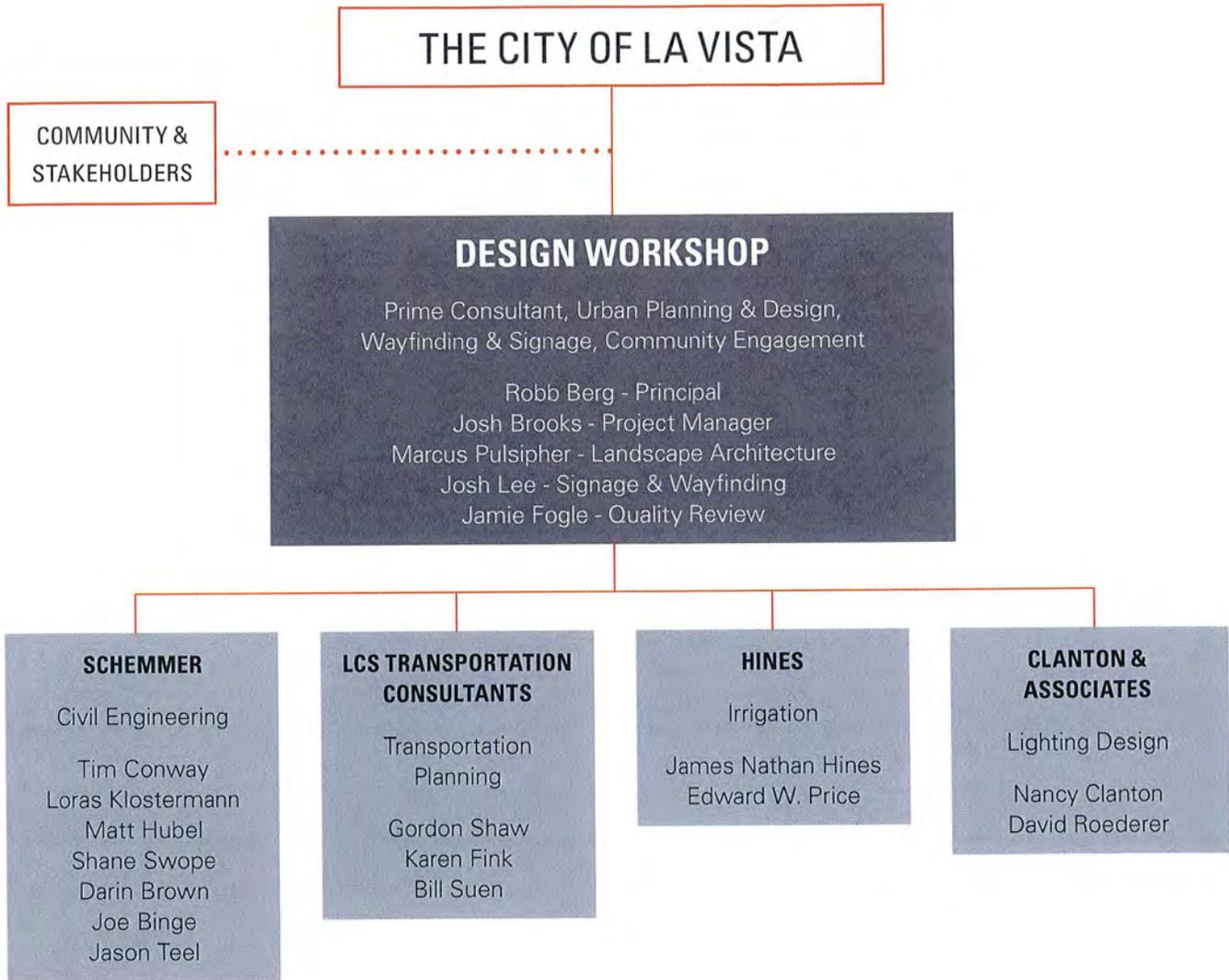


LITTLE RAVEN STREET | Denver, CO | Design Workshop

# KEY PERSONNEL

Our team believes in regular coordination and communication with within the team and with the client. This process will be closely led by both Robb Berg and Joshua Brooks, who together are currently leading a number of large streetscape initiatives around the country. Our team is committed to being in La Vista on a regular basis for both public and client meetings. This regular presence will be supplemented by our local engineering partner Schemmer.

# ORGANIZATION CHART



## STAFFING COMMITMENT

Design Workshop is committed to designing, planning and building projects that are a legacy for future generations – providing community, art, environmental, and economic benefits for clients today and for the future. Under this philosophy, we are committed to hiring the best and brightest to help us achieve that goal. Once staff is hired, Design Workshop supports further education or credentialing to insure our staff are in front of the most current information and leaders in our field.

We staff projects not just based upon staff availability but upon staff expertise and interest. Additionally, every phase of each project involves management from Design Workshop’s Principal-in-Charge and Project Manager. This allows us to insure direction from our firm’s thought leadership and quality control at every step of the process.

Design Workshop and its subconsultants are committed and able to supply the staff in order to complete this work with highest level of customer service.

## ROBB BERG, ASLA, PLA

PRINCIPAL | DESIGN WORKSHOP



On the foundations of design and engineering, Robb Berg has amassed a body of work over the past 15 years that includes the art, science and craftsmanship of built landscapes with a unique understanding of development strategies and complex architectural systems. His design work is influenced by place, an appreciation for function, and guided by a narrative centered on the stewardship to create lasting places of quality that evoke emotion and inspire.

Robb has led the designs of a broad range of projects in the US and abroad. His innovative approach to work has yielded numerous local and national design awards celebrated for their attention to detail combined with an intrinsic passion for quality public spaces. This list includes; streets and parkways, civic plazas and public spaces, mixed-use developments, and historic and natural landscape restorations. Most recently Robb has led the reconstruction of Post Oak Boulevard in Houston and South Broadway in Denver.

The strength of Robb's work is partly his keen attention to detail and the result of long-standing client relationships. It is this unique personal connection with Clients that has led to long-standing professional and personal relationships.

### EDUCATION

Certificate Program in Design Entrepreneurship (CDE), Pratt Institute

Immersion I Workshop  
Masters Class, University of Colorado

Bachelor of Landscape Architecture, Iowa State University, College of Design

### PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects (ASLA)  
Chapter Trustee

Urban Land Institute (ULI)

### CERTIFICATIONS/ LICENSURE

Professional Landscape Architect: Colorado, Texas

CSI | Construction Document Technologist

### HONORS AND AWARDS

2016: Post Oak Blvd., ASLA Texas, General Design

2015: NOAA Inouye Regional Center, AIA San Francisco

2014: HK Tamar Complex, ASLA St. Louis, General Design

2008: Sunnen Station, ASLA Colorado, General Design

### SELECTED PROJECT EXPERIENCE

Houston Stadium District - Houston, Texas

Lewisville Main Street Reconstruction - Lewisville, Texas

Belmar Streetscape Enhancement\* - Lakewood, Colorado

Metropolitan Gardens - Denver, Colorado

29th Street Stapleton\* - Denver, Colorado

Glendale Riverwalk\* - Glendale, Colorado

South Broadway Streetscape — Denver, Colorado

Post Oak Boulevard Reconstruction - Houston, Texas

Westchase District - Westheimer Road Reconstruction - Houston, Texas

Prairie Gateway Streets\* - Commerce City, Colorado

Vintage Township Streets\* - Lubbock, Texas

The Domain Streetscape - Austin, Texas

Scottsdale Quarter Public Realm - Scottsdale, Arizona

1144 15th Street - Denver, Colorado

*\*completed prior to employment with Design Workshop*

## JOSHUA BROOKS, ASLA, PLA

ASSOCIATE | PROJECT MANAGER | DESIGN WORKSHOP



### EDUCATION

Louisiana State University,  
Bachelor's Degree in  
Landscape Architecture, Minor  
Environmental Sciences

### PROFESSIONAL AFFILIATION

American Society of  
Landscape Architects

Downtown Denver Partnership

Urban Land Institute

### AWARDS AND HONOR

2016 CCASLA Merit  
Award, Triangle Plaza and  
Streetscapes

2014 CCASLA Merit Award,  
I-70 EIS Restitching North  
Denver

2013 CCASLA Honor Award,  
Lincoln P Street Master Plan

### CERTIFICATIONS/ LICENSURE

Professional Landscape  
Architect | CO #0001157

LEED Green Associate

CSI | Construction Document  
Technologist

### PUBLICATIONS

Exposure Magazine, Squeezing  
Space from Nothing: A Case  
Study of Lincoln, Nebraska,

Joshua graduated from Louisiana State University with a Bachelor's Degree in Landscape Architecture and a minor in Environmental Planning with a focus on ecological design and planning. Joshua has a diverse professional portfolio in urban planning and site design for projects in Australia, North Africa, and North America. He has received a National ASLA Award in Analysis and Planning for his thesis "Microcosm of America," which offered a 35-year framework plan for San Juan Island, WA as well as a number of recent awards from the Colorado Chapter of ASLA for the P-Street Corridor Master Plan as well as the I-70 Urban Design Framework in North Denver. Joshua has strong ties to academia where he has served as a guest lecture and critic around the country and as a guest author on several publications

As a practitioner, Joshua has a strong passion for the synthesis of culture and ecology and how design can make people more aware of their surroundings. Through his work he seeks to create places of ecological integrity and lasting social significance in both rural and urban settings and at a multitude of scales. His analytical approach to design and planning has created many unique outcomes to complex social, environmental, and technical problems. Joshua is focused on the implementation of human habitat offering both the broad vision and the skills needed to bring those ideas to fruition. His focus recently has been on improving the liveability of urban areas around the country through sustainable urban design and implementation of streets and infrastructure projects.

As a project manager, Joshua believes in proactive management and clear communication. His clients enjoy his excitement, enthusiasm, and attention to detail that he brings to every project.

### SELECTED PROJECT EXPERIENCE

Old Wewatta Streetscape - Denver, Colorado

1144 15th Street - Denver, Colorado

South Broadway Streetscape - Denver, Colorado

P Street Corridor Master Plan and Streetscape - Lincoln, Nebraska

Post Oak Boulevard - Houston, Texas

Federal Boulevard - Denver, Colorado

18 Off North Park - Omaha, Nebraska

I-70 Urban Corridor Design Guidelines- Denver, Colorado

Watermark Tempe Urban District Streetscapes - Tempe, Arizona

Digmon's Creek Highway Alignment and Bridge Design- New South Wales, Australia

Second Street- Castle Rock, Colorado

Lake Mead Parkway- Henderson, Nevada

Block 68 Streetscape -Lincoln, Nebraska

## MARCUS PULSIPHER

ASSOCIATE | LANDSCAPE ARCHITECTURE & URBAN DESIGN | DESIGN WORKSHOP



Marcus Pulsipher, a landscape architect and planner in Design Workshop's Denver office, is a passionate advocate of environmentally and socially responsible design. Marcus has developed a deep appreciation for the power of thoughtful spatial design, and views it as one of the most effective tools shaping the character and nature of our communities and society at large.

Marcus's passion for planning and design started while attending Utah State University where he studied landscape architecture and environmental planning, receiving several awards for his student work. This interest blossomed through his professional work and was further augmented while attending Harvard University's Graduate School of Design where he was awarded the Outstanding Housing Research and Design Prize.

Marcus has extensive experience working on and managing complex projects, interpreting and incorporating the needs of various stakeholders into meaningful solutions. He has worked on a wide variety of planning and design projects, from city-wide initiatives to reduce flooding in low-income areas of Denver, to large-scale greenway and corridor master planning in post-Katrina New Orleans. Marcus has a sincere desire to create places that have a meaningful, positive effect on the lives of the people who live, work and play within them; setting the stage for long term, sustainable community health and well-being.

### EDUCATION

Master of Landscape  
Architecture in Urban Design,  
Harvard University

Bachelor of Landscape  
Architecture - with Honors,  
Utah State University

Associate of Applied Sciences  
- Graphic Design/Illustration  
BYU-Idaho

### CERTIFICATIONS/ LICENSURE

Professional Landscape  
Architect | #0001017

AICP Certified Planner

LEED Accredited Professional

CSI | Construction Document  
Technologist

### HONORS/AWARDS

2015: Outstanding Housing  
Research and Design Prize  
- Harvard University's Joint  
Center for Housing Studies

2013: ASLA Award of  
Excellence for Analysis &  
Planning - Lafitte Greenway

2013: ASLA Colorado Merit  
Award for Analysis & Planning  
- Edgewood

2012: ASLA Colorado Merit  
Award for Analysis & Planning -  
Nuevo Centro Urbano

2007: ASLA Honor Award for  
Student Work

### SELECTED PROJECT EXPERIENCE

Comprehensive Access, Circulation and Streetscape Plan - Great Falls, Montana

Sheridan Quincy Trail Project - Sheridan, Colorado

Santa Fe Park Development - Littleton, Colorado

Lafitte Greenway - New Orleans, Louisiana

North Park Community Vision Plan - Long Beach, New York\*

Temixco: Nuevo Centro Urbano - Temixco, Mexico

Driggs City Center Plaza - Driggs, Idaho

Springwoods Village Park - Houston, Texas

Stormwater Solutions: Platte to Park Hill - Denver, Colorado

Urban Waterways Restoration Project - Denver, Colorado

Basalt Continuous Care Retirement Community - Basalt, Colorado

The Domain - Austin, Texas

Zephyr Mountain Lodge Plaza - Winter Park, Colorado

Horizon Redevelopment - Stateline, Nevada

Edgewood Redevelopment - Stateline, Nevada

*\*completed prior to employment with Design Workshop*

## JOSH LEE

SIGNAGE + WAYFINDING SPECIALIST



Firm-wide Graphic Designer at Design Workshop, Josh Lee comes from a background of both Advertising and Graphic Design. Trained as a graphic designer with degrees from two of the country's top art schools, Cornish College of the Arts in Seattle and Otis College of Art and Design in Los Angeles, Josh carries the lessons he has learned in school through all of his professional projects. Prior to Design Workshop, Josh worked at a southern California based advertising firm Rubin Postaer and Associates (RPA) as well as in-house at brands such as Yelp!, Nordstrom, Bloomingdales, Belkin International, and Cisco. He is an avid fan of design-in-space and modern architecture and can often be found reading the latest issue of Communication Arts and Dwell.

Josh leads the firms signage, wayfinding, and branding practice on projects including corridor and streetscape design. We keen attention to branding and experience ensures that each project is unique.

### EDUCATION

Associates of Art in  
Branding and Identity  
Cornish College of the Arts

Bachelor of Fine Art in  
Graphic Design and Advertising  
Otis College of Art and Design

### SPEAKING ENGAGEMENTS

Building a Brand  
Otis College of Art and Design

### SELECTED PROJECT EXPERIENCE

Joplin Public Library - Joplin, MO

Breckenridge Peak 8 East - Breckenridge, CO

Story Mill Community Park - Bozeman, MT

Mueller Town Center Park - Austin, TX

Horse Farm Phase - Lafayette, LA

Sloulin Field Airport Redevelopment - Williston, ND

I-70 Design Guidelines - Denver, CO

South Suburban Strategic & Master Plans - Centennial, CO

New Braunfels Comprehensive Plan - New Braunfels, TX

The Villages at Montclair - Montclair, CA

River Ranch County Park - Georgetown, TX

Centennial Parks MP Update - Arapahoe County, CO

Vancouver Parks and Recreation MP - Vancouver, Canada

Meritage Pinecrest - Houston, TX

Westheimer Streetscape - Houston, TX

Walnut Bend Streetscape - Houston, TX

Wheaton Front Street Streetscape - Wheaton, IL

Barefoot Lakes Community - Weld County, Colorado

## JAMIE FOGLE

PRINCIPAL | QUALITY REVIEW | DESIGN WORKSHOP



Jamie Fogle, an associate in Design Workshop's Denver office, has extensive experience in the areas of detailed design and implementation. His sixteen years with Design Workshop have provided him with a broad range of experience, allowing him to work on design projects in the United States and Canada. His work exhibits a solid understanding of the site design process, as well as the intricacies of landscape and public space implementation.

Jamie has been involved with and lead design projects that promote sensitive design to the public space and landscape. These projects include Cherry Creek North, Denargo Market, Triangle Building Plaza and the 16th Street Mall Extension in Denver, Colorado; the Southwestern Pennsylvania World War II Memorial in Pittsburgh, Pennsylvania; and the Eaton World Headquarters in Beachwood, Ohio. Jamie, a graduate of Kansas State University, is a registered landscape architect, a LEED accredited professional and is fully versed in landscape architecture and implementation.

### EDUCATION

Bachelor of Landscape Architecture, Kansas State University

### LICENSURE

Licensed Landscape Architect:  
Colorado No. 130  
Pennsylvania No. 3004  
Nebraska No. 329

### ACCREDITATIONS / CERTIFICATIONS

LEED Accredited Professional

Construction Documents Technology (CDT) Certificate

### PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

### HONORS AND AWARDS

2014: ASLA Colorado Professional Awards; General Design - Merit Award - Eaton Center

2011: ASLA Colorado Professional Awards; General Design - Fillmore Plaza

2007: ASLA Professional Awards; General Design Honor Award - Glacier Club

### SELECTED PROJECT EXPERIENCE

East Colfax Streetscape Conceptual Plan - Denver, CO

Block 68 Streetscape - Lincoln, Nebraska

Boulevard One Park - Denver, Colorado

The Domain Streetscape - Austin, Texas

The Meadows Town Center Parks - Castle Rock, Colorado

16th Street Mall Extension - Denver, Colorado

World Trade Center - Denver, Colorado

Cherry Creek North and Fillmore Plaza - Denver, Colorado

Denargo Market Redevelopment - Denver, Colorado

Triangle Building Plaza - Denver, Colorado

1144 15th Street - Denver, Colorado

Eaton Center - Beachwood, Ohio

Frisco Station - Frisco, Texas

Westbrook Station - Calgary, Alberta

## TIM CONWAY, RLS

REGISTERED LAND SURVEYOR | SCHEMMER



With more than 28 years of experience, Tim Conway, RLS, has a vast amount of expertise in all types of land surveying. His survey background includes trails, subdivisions and roadways. Tim is responsible for all field computations and data collections for construction staking, boundaries, topographic surveys, ALTA surveys, subdivision platting, GPS control networks, ground control for aerial mapping, right-of-way acquisition, design surveys, structure monitoring and FEMA elevation certificates. He has been supervising and coordinating survey crews for a number of years and will help handle client requests and monitor budgets. Tim manages Schemmer's internal survey operations and is responsible for the supervision and coordination of the survey crews. He is skilled in the use of GPS, total stations and data collection equipment as well as all survey-related software including Microstation/Geopak, Civil 3D and Trimble Geomatics Office.

### EDUCATION

Certification of Computer Aided Drafting, Metropolitan Community College

### LICENSURE

Registered Land Surveyor: Nebraska, North Dakota

### PROFESSIONAL AFFILIATIONS

Professional Surveyors Association of Nebraska

National Society of Professional Surveyors

North Dakota Society of Professional Land Surveyors

### SELECTED PROJECT EXPERIENCE

City of Lincoln West O Street Streetscape - Lincoln, Nebraska

City of Lincoln Airport Entrance Road - Lincoln, Nebraska

City of Papillion Washington Street, Reconstruction - Papillion, Nebraska

Metro Crossing Site Development - Council Bluffs, Iowa

Mid America Center Site Development - Council Bluffs, Iowa

230th and Capehart Road Improvements - Sarpy County, Nebraska

Iowa DOT Highway U.S. 65 over Middle Creek - Warren County, Iowa

## LORAS KLOSTERMANN, P.E.

GEOTECHNICAL ENGINEER | SCHEMMER



Loras Klostermann, P.E., brings 33 years of related Geotechnical and testing experience to Schemmer and is well respected within his profession and by his clients. He is very skilled in coordinating and conducting a wide range of soil behavior analyses, as well as monitoring the design of soils related to foundations, roadway grading and site grading. Loras also has extensive experience with construction testing of soils, concrete and asphalt, as well as special observation of foundation elements. He is a past officer of the American Society of Civil Engineers, Nebraska Section and has served as a national representative for this prestigious organization. His diverse client base includes numerous architectural firms based in Omaha, Council Bluffs and Lincoln; the City of Omaha; numerous Omaha contractors; Douglas and Sarpy County municipalities; property development firms; 30 engineering firms; Papio-Missouri NRD; U.S. Army Corps of Engineers; Union Pacific Railroad; and Geotechnical/ construction materials suppliers.

Loras Klostermann supervises the operations of the Geotechnical and materials testing practice and has provided Geotechnical project management and engineering for clients from the Midwest to the Gulf Coast.

### EDUCATION

Bachelor of Science in Civil Engineering, Iowa State University

Master of Science in Geotechnical Engineering, Iowa State University

### LICENSURE

Professional Engineer: Illinois, Iowa, Kansas, Nebraska

### ACCREDITATIONS / CERTIFICATIONS

HASMAT Training Certificate

### PROFESSIONAL AFFILIATIONS

Geo Institute of ASCE

American Society of Civil Engineers, Nebraska Section

International Society of Soil Mechanics and Geotechnical Engineering

Omaha Engineers Club

ASTM International Committee D18 on Soil and Rock

### SELECTED PROJECT EXPERIENCE

City of Lincoln West O Street Streetscape - Lincoln, Nebraska

City of Lincoln MoPac Trail Pedestrian Bridge over 27th Street - Lincoln, Nebraska

City of Papillion Washington Street, Reconstruction - Papillion, Nebraska

Metro Crossing Site Development - Council Bluffs, Iowa

City of Omaha 120th Street, Stonegate Drive to Roanoke Boulevard - Omaha, Nebraska

City of Omaha 26th and Corby, Clean Solutions for Omaha - Omaha, Nebraska

City of Omaha 84th and Grover Street Bridge - Omaha, Nebraska

## MATT HUBEL, P.E., CPSWQ, LEED AP, BD+C

CIVIL ENGINEER | SCHEMMER



Matt Hubel, P.E., CPSWQ, LEED AP, BD+C, has 14 years of experience in civil engineering and construction, specializing in civil/ site design. Matt's project experience includes site layout design, grading, stormwater quality and management, LEED, sanitary sewer and water utilities, ADA requirements and outdoor athletic facility design. He has produced contract documents and managed projects for clients, both public and private.

### SELECTED PROJECT EXPERIENCE

126th and Giles Papillion Warehouse - Papillion, Nebraska

Pemberly Place Senior Living Community - Lincoln, Nebraska

Peru State College Site Accessibility Study - Peru, Nebraska

North Central States Regional Council of Carpenters Papillion Training Center - Papillion, Nebraska

City of Omaha Northeast Street Maintenance Facility - Omaha, Nebraska

Prairie Corners Five - Papillion, Nebraska

United States Postal Service Shawnee Mission Indian Creek Concrete - Omaha, Nebraska

### EDUCATION

Bachelor of Science in Civil Engineering, University of Nebraska-Omaha

### LICENSURE

Professional Engineer: Iowa, Nebraska

### ACCREDITATIONS / CERTIFICATIONS

Certified Professional in Storm Water Quality

LEED AP, BD+C

### PROFESSIONAL AFFILIATIONS

National Society of Professional Engineers

American Society of Civil Engineers

## SHANE SWOPE, P.E.

TRANSPORTATION ENGINEER | SCHEMMER



Shane Swope, P.E., has more than 24 years of experience in the transportation and civil engineering profession as a designer and transportation engineer. His experience encompasses nearly every phase of project development from preliminary surveying, to corridor studies, through preliminary and final design plans and contract preparation. He has extensive knowledge of roadway and expressway standards in both urban and rural settings and has a working knowledge of federal aid requirements.

### SELECTED PROJECT EXPERIENCE

City of Lincoln 11th Street Streetscape, A Street to Lincoln Mall - Lincoln, Nebraska

Metro Crossing Site Development - Council Bluffs, Iowa

City of Omaha 120th Street, Stonegate Drive to Roanoke Boulevard - Omaha, Nebraska

230th and Capehart Road Improvements - Sarpy County, Nebraska

West Haymarket, Charleston Street Improvements - Lincoln, Nebraska

Sarpy County, 132nd Street & Giles Road Transportation Study - Sarpy County, Nebraska

16th Street Improvements, Monroe Avenue to Affiliated Foods Midwest - Norfolk, Nebraska

### EDUCATION

Associate Degree in Civil Engineering-Technology/ Construction Technology, Iowa Western Community College

Bachelor of Science in Civil Engineering, University of Nebraska at Omaha

### LICENSURE

Professional Engineer:  
Nebraska, Iowa, Illinois

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Lincoln - Omaha - Council Bluffs Association of Transportation Engineers

American Council of Engineering Companies

Omaha Engineers Club

## DARIN BROWN, P.E.

STRUCTURAL ENGINEER | SCHEMMER



Darin Brown, P.E., has more than 22 years of experience in the transportation industry with 11 years of project management experience with Schemmer, managing bridge projects on federal, state and local levels. He serves as Schemmer's Bridge Group Manager accountable for all bridge projects in Nebraska, Iowa and Oklahoma. Darin has been involved with the design of projects from concept development to preliminary and final design. His designs have encompassed the use of variable-depth steel plate girders, precast/prestressed concrete beams, drilled shaft foundations and innovative bridge rehabilitation.

### SELECTED PROJECT EXPERIENCE

City of Lincoln Airport Entrance Road - Lincoln, Nebraska

City of Lincoln MoPac Trail Pedestrian Bridge, Over 27th Street - Lincoln, Nebraska

City of Papillion Washington Street, Reconstruction - Papillion, Nebraska

City of Omaha 120th Street, Stonegate Drive to Roanoke Boulevard - Omaha, Nebraska

City of Omaha 84th and Grover Street Bridge - Omaha, Nebraska

16th Street Improvements, Monroe Avenue to Affiliated Foods Midwest - Norfolk, Nebraska

N-35 Norfolk Northeast - Norfolk, Nebraska

### EDUCATION

Bachelor of Science in Civil Engineering-Structures, University of Arizona

### LICENSURE

Professional Engineer: Nebraska, Iowa, Oklahoma

ATSSA Traffic Control Supervisor

American Concrete Institute

### ACCREDITATIONS / CERTIFICATIONS

National Bridge Inspection Standards-Certified Program Manager

Certified Bridge Inspector

### PROFESSIONAL AFFILIATIONS

Nebraska Society of Professional Engineers

## JOE BINGE, P.E.

ELECTRICAL ENGINEER | SCHEMMER



Joe Binge has 16 years of experience as an electrical engineer. He has worked on a wide range of projects throughout the Midwest. He is proficient in AutoCAD, Microsoft Office, Visual Lighting Design, ComCheck, Revit and SKM PowerTools.

### SELECTED PROJECT EXPERIENCE

City of Lincoln West O Street Streetscape - Lincoln, Nebraska

City of Lincoln Airport Entrance Road - Lincoln, Nebraska

City of Papillion Washington Street, Reconstruction - Papillion, Nebraska

Metro Crossing Site Development - Council Bluffs, Iowa

North Central States Regional Council of Carpenters Papillion Training Center - Papillion, Nebraska

126th and Giles Papillion Warehouse - Papillion, Nebraska

City of Omaha Northeast Street Maintenance Facility - Omaha, Nebraska

### EDUCATION

Bachelor of Science in  
Electrical Engineering,  
University of Nebraska at  
Lincoln

### LICENSURE

Professional Engineer:  
Nebraska, Virginia, Missouri,  
Iowa, Oklahoma, Kansas, South  
Dakota

### PROFESSIONAL AFFILIATIONS

International Association of  
Electrical Inspectors

## JASON TEEL

PROJECT REPRESENTATIVE - CIVIL | SCHEMMER



Jason began his career at NDOR and became one of their most valued and experienced construction inspectors. With over 10 years of experience in construction phase services, inspection of transportation construction and the traffic control industries Jason is a critical member of our construction administration team. He is a qualified inspector who stays current with public safety and construction standards. He is effective in communicating with contractors as well as scheduling teams and supervising projects. Jason serves as the lead inspector on large utility and paving projects. His understanding of engineering designs and the construction process results in highly detailed and thorough inspections. His project experience includes construction inspection, materials testing, and erosion control inspections on numerous roadway, bridge, and utility projects. Additional qualifications include knowledge of CAD, blueprint reading, Site Manager, Microstation, and is ATTSA traffic control certified.

### EDUCATION

Studied Industrial Technology,  
Peru State College

### ACCREDITATIONS / CERTIFICATIONS

NDOR Erosion and  
Sediment Control Inspector  
NDOR Asphalt Field  
Technician Level I & II  
NDOR Earthwork Technician  
NDOR Concrete Field Inspector  
Level I

Nuclear Gauge Training  
Certification

HASMAT Training Certificate

American Concrete Institute  
Field Technician Level I

### SELECTED PROJECT EXPERIENCE

City of Lincoln West O Street Streetscape - Lincoln, Nebraska

City of Papillion Washington Street, Reconstruction - Papillion, Nebraska

City of Lincoln Pavement and Joint Repairs - Lincoln, Nebraska

Iowa DOT Logan/Afton ADA Curb Ramp Construction Engineering - Ames, Iowa

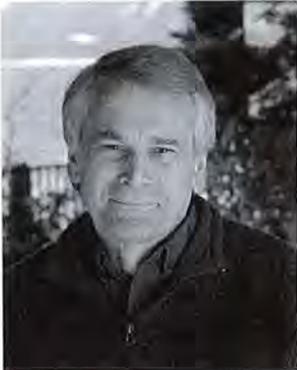
City of Omaha 66th and Maple Intersection - Omaha, Nebraska

County Road P35A (Cargill Road) Removal and Replacement - Washington County,  
Nebraska

126th and Giles Papillion Warehouse - Papillion, Nebraska

## GORDON SHAW, PE, AICP

PRINCIPAL | LSC TRANSPORTATION CONSULTANTS



Gordon Shaw is a Principal of LSC Transportation Consultants, Inc. and generally serves as the Project Manager for studies conducted out of the Tahoe City, California office.

Mr. Shaw joined the firm in 1983 and has experience conducting traffic and transportation studies throughout the western United States. He has conducted over 300 transportation studies for both public and private clients, including traffic engineering studies, traffic model and simulation analyses, transit planning studies, parking analyses, transit facility designs, and bicycle/pedestrian studies.

Mr. Shaw holds an Engineer's Degree in Civil Engineering from Stanford University, a M.S. in Infrastructure Planning from Stanford University, and a B.S. in Civil Engineering from Purdue University.

### EDUCATION

Engineer's Degree in Civil Engineering – Stanford University

Master of Science in Infrastructure Planning – Stanford University

Bachelor of Science in Civil Engineering – Purdue University

### LICENSURE

Registered Professional Engineer in California, Colorado, Nevada, and Utah

### PROFESSIONAL AFFILIATION

American Institute of Certified Planners (AICP)

Institute of Transportation Engineers (ITE)

American Planning Association (APA)

### PROJECT EXPERIENCE

In his capacity as Principal with the firm, his duties run the gamut from large-scale urban transit and transportation planning to site-specific preliminary engineering design and traffic analysis. A strong focus of his work history is for resort areas developing transportation plans for environmentally sensitive areas that can efficiently accommodate large variations in travel demands. Mr. Shaw also conducted transportation modeling efforts for roadway design studies associated with numerous large developments in California, Nevada, and Colorado.

Fixed-route transit system studies have formed the focus of Mr. Shaw's transit experience with the firm. He has served as Project Manager for over 60 transit studies throughout the American West, with a focus on rural and small urban transit systems. He has specialized in the planning of transit service for mountain resort communities directing studies in Durango, Steamboat Springs and Summit County, Colorado; South Lake Tahoe, California and Jackson, Wyoming. He developed plans for transit systems providing service to the elderly and disabled of Weld County, El Paso, and Pueblo Counties in Colorado as well as conducted a statewide transit needs assessment for the Arkansas Governor's Office. He conducted transit-planning workshops in California, Arizona, New Mexico, and Colorado. In addition, Mr. Shaw developed a number of transit maintenance, inter-modal, and bus rapid transit facility plans.

Parking has constituted another element of Mr. Shaw's work history including work for downtown centers, hospitals, resort communities, and universities. In addition, he developed preliminary engineering and functional designs for municipalities and college campuses as well as for other private and public projects. Mr. Shaw served as Project Manager for a variety of pedestrian and bicycle studies in Colorado and California.

## KAREN FINK

PLANNER | LSC TRANSPORTATION CONSULTANTS



### EDUCATION

Master's Degree in City and Regional Planning and Transportation Engineering – University of California, Berkeley

Bachelor's Degree in Environmental Biology and Management, Water Quality Emphasis – University of California, Davis

Karen Fink is a Planner in the Tahoe City, California office. Since joining the firm, she has focused on transit planning, transit performance evaluation, and pedestrian trip generation.

Ms. Fink has extensive experience developing regional transportation and corridor plans, constructing and adapting modeling tools to forecast bicycle, pedestrian, and vehicle trips, and facilitating effective public outreach processes to accelerate implementation of bicycle, pedestrian, and transit projects.

She has also worked on environmental impact analysis, short- and long-range transit plans, transportation and land use policy development, and transportation monitoring protocols. She has managed numerous projects and contracts, and overseen departmental and project budgets.

### PROJECT EXPERIENCE

Ms. Fink has focused on multiple projects at LSC, including the Amador Intercity Transit Study, Humboldt County Association of Governments Transit Development Plan, and Park City's Bonanza Park Pedestrian Modeling.

In her previous role as a Principal Transportation Planner at the Tahoe Regional Planning Agency, Ms. Fink led the development of the Lake Tahoe Region's first joint Regional Transportation Plan/Sustainable Communities Strategy. She also oversaw the updates of the Lake Tahoe Bicycle and Pedestrian Plan (now the Active Transportation Plan), and served on technical advisory committees for the Lake Tahoe Unified School District Safe Routes to School Master Plan, and the Nevada Stateline to Stateline Bikeway Feasibility Study. While at TRPA, she worked closely with LSC to develop a bicycle and pedestrian trip forecasting model responsive to local conditions. Ms. Fink was a key facilitator of the Lake Tahoe Bikeway Partnership, a multi-jurisdictional workgroup that generated millions of dollars in funding for bicycle paths.

Ms. Fink is skilled in project management, group facilitation, public outreach, environmental analysis, and transportation performance evaluation. She enjoys working with diverse stakeholder groups to generate buy-in and interest in transportation plans and projects.

## BILL SUEN, EIT

ENGINEER | LSC TRANSPORTATION CONSULTANTS



### EDUCATION

Bachelor of Science –  
Mechanical Engineering  
California Polytechnic State  
University, San Luis Obispo

### LICENSURE

Certified Engineer in Training

### PROFESSIONAL AFFILIATION

Institute of Transportation  
Engineers

Bill Suen is a Transportation Engineer in the Tahoe City, California office. Since joining the firm in 2006, Mr. Suen has worked on a variety of public and private traffic engineering projects.

These studies include the evaluation of existing traffic operations analysis, level of service analysis, trip generation estimates, accident data evaluations, parking studies, traffic calming measures, and signal warrants.

### PROJECT EXPERIENCE

Mr. Suen has worked on traffic impact studies in Douglas County, Nevada, and Calaveras County, El Dorado County, Nevada County, and Placer County, California as well as in Colorado. These analyses included the evaluation of existing traffic operations, level of service, intersection mitigation measures, and parking demand.

Mr. Suen is skilled in the employment of various traffic analysis software such as Traffix, Highplan, SIDRA, and Synchro/Sim Traffic.

Mr. Suen's previous experience included four years as a mechanical engineer. As a laser applications engineer in the biomedical industry, Mr. Suen laser cut nickel titanium alloy tubes, in the production to arterial stents. His responsibilities included cutting system development and support, production floor operations supervision, and new product development. He authored and presented technical memorandums on experimental laser cutting effects of nickel titanium alloy, and worked extensively with external clients and vendors.

## JAMES NATHAN HINES BA OXON, C.I.D, CLIA

PRINCIPAL | HINES



Nate Hines graduated from the University of Oxford receiving a first class designation for his senior thesis. While living in the UK, Nate managed a number of international projects in London, the Mediterranean, and the Middle East. Nate is nationally recognized for his work integrating sustainable solutions into the design process of large scale and unique projects by working closely with the planning team during the Design Development phase of a project. As Principal for the Company, Nate takes an active leadership role in the Urban Land Institute (Young Leader), the ASLA, and the Irrigation Association.

Principal responsibilities include working closely with project owner & design team to develop cost effective, conservation minded approaches to the wise stewardship of irrigation water resources. Additionally, Nate oversees the Hines engineering team during the concept and master plan development of key projects.

### EDUCATION

2004 - University of Oxford  
Oxford, UK, BA, Oxon

96-99 - Colorado State  
University, Fort Collins, CO

### PROFESSIONAL AFFILIATIONS

Certified Irrigation Designer  
(CID)

Irrigation Association, Certified  
Landscape Irrigation Auditor  
(CLIA)

American Society of  
Landscape Architects (ASLA)

Urban Land Institute, Young  
Leader (ULI)

### LICENSURE

2008 - Licensed Texas Irrigator

2006 - Certified Irrigation  
Designer—Commercial

### SELECTED PROJECT EXPERIENCE

Regional/Site Water Resource Planning

Master Planning for Large Residential and Commercial Development

Alternative Water Source Analysis & Development

Managing Public/Private Relationships

Water capture, storage, treatment, & reuse feasibility study

Field experience – water analysis and collection, water quality research, surveying

Proficient in AutoCAD 2006

## EDWARD W. PRICE, E.I., C.I.D., CLIA

PROJECT ENGINEER/MANAGER | HINES



Mr. Price brings a Civil Engineering education with an emphasis in Agriculture to his practice of pump station, water feature mechanical, water quality, and irrigation system design and construction management. He has applied his engineering background to the green industry so as to maximize system efficiency and operational performance. As an engineer, Mr Price integrates easily into a project Engineering Team providing valuable water use & system infrastructure design concepts which impacts a wide range of site resources and systems. He has extensive water management expertise and a keen interest in the intelligent use of water resources. Ed's design experience encompasses project work in the Rocky Mountain Region and the Desert South West.

Responsibilities as a Project Engineer/Manager include planning for the irrigation water use of large developments and the implementation of that plan in pump station, distribution system and irrigation system design. With a background in construction Mr. Price excels in designs that include system renovations and retrofitting of new equipment. His extensive experience in pump station and controls design has made him our lead water feature and spray park engineer. Ed has managed the design of many large municipal projects such as high schools and city parks; these larger projects have included large irrigation pump station and water feature mechanical engineering. The Agricultural Engineering skills gained at Colorado State University have given Ed the background to specify new irrigation technologies and provide sound engineered results.

### EDUCATION

2001 - Bachelor of Science,  
Agricultural Engineering,  
Colorado State University

1997 - Associates Degree,  
General Engineering. Manatee  
Community College

### PROFESSIONAL AFFILIATIONS

Certified Irrigation Designer  
(CID)

Irrigation Association, Certified  
Landscape Irrigation Auditor  
(CLIA)

### LICENSURE

2006 - Certified Irrigation  
Designer Certificate

### SELECTED PROJECT EXPERIENCE

Water Use Planning

Master Planning for Large Residential and Commercial Development

Municipal Park and High School Irrigation Design

Pump Station and Distribution System Design

Water Feature and Spray Park Mechanical Design

Field experience –water analysis and collection, water quality research, surveying

Proficient with AutoCAD 2000 and AutoCAD 2006,

## NANCY CLANTON, PE, FIES, FIALD, LC

PRESIDENT | CLANTON & ASSOCIATES, INC



Nancy E. Clanton is founder and President of Clanton & Associates, a lighting design firm specializing in sustainable and regenerative lighting design. With over 35 years experience, Nancy is world renowned for her sustainable leadership including ground breaking projects such as Greening of the White House, Greening of the Pentagon, and Greening of the Grand Canyon. As a leader in lighting design technology, Nancy has developed lighting criteria for the Department of Defense, General Services Administration and The US State Department. She chairs and serves on key international and national technical committees. Nancy is an international keynote, master and plenary speaker for conferences such as GreenBuild, CleanTech Global, C40, LightFair, AIA, ASLA, and ALAN. She has earned the recognition of her peers with multiple international, national and state awards and fellow designations for lighting design, research and education leadership.

### EDUCATION

BS Architectural Engineering,  
University of Colorado, Boulder

### LICENSURE

Licensed Professional  
Engineer: Colorado, Oregon

### ACCREDITATIONS / CERTIFICATIONS

LEED Accredited Professional  
NCQLP Lighting Certified

### PROFESSIONAL AFFILIATIONS

Fellow Illuminating Engineering  
Society of North America

USGBC LEED Fellow

Fellow International  
Association of Lighting  
Designers

National Science Foundation  
committee member on  
assessing solid state lighting

ISO TC 205 WG7

IES Chair Outdoor  
Environmental, and Mesopic  
Committee

### SELECTED PROJECT EXPERIENCE

16th Street Mall Light Replacement, Denver, Colorado

Chautauqua Master Lighting Plan, Boulder, Colorado

Grand Canyon National Park General Management Plan, United States National Park  
Service

Vail Village, Vail, Colorado,

Pearl Street Pedestrian Mall, Boulder, Colorado

IES TM-12 "Spectral Effects at Mesopic Lighting Levels" (co-author)

IDA/IES Model Lighting Ordinance (MLO) (co-author)

IES RP-33-99 and IES RP-33-14 "Recommended Practice on Lighting for the Exterior  
Environment" (lead author)

## DAVID ROEDERER, LEED AP, IES

SENIOR DESIGNER, PROJECT MANAGER | CLANTON & ASSOCIATES, INC.



David began designing for Clanton and Associates, Inc. in 2005. His broad range of experience includes working for lighting design firms in New York, Memphis, and creating his own in Oxford, Mississippi. David migrated to architectural lighting from his beginnings as a theatrical lighting designer working off-Broadway in New York City. Before starting Oxford Lighting Consultants in 1995 he lit the University of Mississippi's television studio for educational, entertainment and sports programming. His diverse design background now brings imaginative dynamic lighting solutions for Clanton and Associates' projects such as the new Grand Avenue Bridge in Glenwood Springs, Colorado, currently under construction. His innovative electric and daylight integration for an office environment received the first LEED V3 Platinum rating when he designed the lighting for the USGBC Headquarters.

### EDUCATION

Bachelor of Fine Arts -  
Theatrical Lighting Design,  
University of Texas, Austin

### ACCREDITATIONS / CERTIFICATIONS

LEED Accredited Professional

### PROFESSIONAL AFFILIATIONS

Illuminating Engineering  
Society of North America

US Green Building Council

Designer's Lighting Forum

### SELECTED PROJECT EXPERIENCE

Tennyson Streetscape, Denver, Colorado

South Broadway Streetscape, Denver, Colorado

Downtown Alleys and Linden Street Improvements, Fort Collins, Colorado

I-70 "Bronco Bridge", Denver, Colorado

Downtown Pedestrian Mall Improvements, Aspen, Colorado (currently in design)

River North Promenade, Denver, Colorado (currently in design)

Uptown Houston Streetscape, Houston, Texas (currently in design)

The Park San Felipe on San Felipe, Houston, Texas

Chautauqua Master Lighting Plan, Boulder, Colorado

Boulder Creek Multiuse Path Guidelines, Boulder, Colorado



# WORK PROGRAM

Our work program is developed around the idea of establishing a fun and exciting process for everyone involved. This is an opportunity to create something truly great for City of La Vista along 84th Street and our team wants to help you get there!

## PROJECT UNDERSTANDING

**“THE 84TH STREET CORRIDOR WILL BE THE CENTRAL CITY CORE, WITH A MEMORABLE AND DISTINCT IDENTITY, A VIBRANT MIX OF LAND USES, A SENSE OF COMMUNITY AND A HIGH QUALITY OF LIFE FOR RESIDENTS.”**

This statement, built from hard work and extensive community engagement by the City of La Vista, creates a mental image of 84th Street as a grand boulevard that ties together the exciting elements that are already in the process of populating either side of this valuable community asset. Civic Center Park, City Centre and the infill and redevelopment of the large commercial tracts of land along 84th Street need a strong spine to visually and physically tie everything together. This project, if done correctly, will provide a wonderful parkway setting that will become the face of La Vista for all who visit and live there. This future is not inevitable, it will take hard work and strategic thinking; but it is possible, and the work plan proposed here will get you there.

Our team understands the various issues associated with this project. The design of 84th Street must appropriately respond to a diverse and changing land use pattern, unique grading challenges, sustainable storm water management, existing specimen trees, varied traffic movements, pedestrian amenities and safety, existing and proposed park space, long views and community identification.

## OUR APPROACH

As our team has thought about this project, one thing has become readily apparent to us: this is much more than just a streetscape project, this is an urban design exercise focused on creating a framework for the future growth of the corridor. While the Vision 84th Document set forth the idea of this corridor growing into the heart of the community, this project will create the bones for that to be fully realized. Through a targeted community and stakeholder engagement process our team will help the city develop various alternatives for 84th Street that demonstrate different concepts and ideas for all aspects of the project; from what we spend money on to what the visual characteristics are.

As stated in our cover letter our approach to streetscape and corridor projects like this is multi-scaler. We will use this process to ensure that the design for 84th Street accomplishes multiple objectives and leaves a lasting legacy for the future generations of La Vista. We believe that this approach to street design differentiates projects and ensures positive community impacts. The two scales of thinking set up a consistency to the street while providing flexibility that allows the design to react to specific constraints or opportunities that may occur. The first scale will set up a unifying character for the entire district and will establish the overarching strategy

for solving issues of traffic conditions, sustainable stormwater management, robust urban forest creation, district lighting and wayfinding, and pedestrian comfort and safety. The second scale of thinking ensures a more granular approach to street design that acknowledges that one size does not fit all when it comes to place-making. Our team will study how 84th Street interacts with adjacent properties and land use in order to create an overlay of character zones that we will then use to develop specific approaches for important considerations such as access management, community gathering spaces, public art and detailed traffic functions like turning lanes and parking.

Another important facet of our approach is the utilization of performance metrics to establish project goals and strategies. This performance-based approach allows you, as clients, to weigh the pros and cons of different strategies based on quantifiable data. Our team will categorize the various aspects of the designed landscape in terms of impacts to community health, economic vitality, environmental performance and aesthetic concerns. These performance goals will directly inform the decisions that we make and will help the city justify the investment in this project.

To accomplish this, we have outlined the following work program.

## SCOPE OF WORK

### TASK 1 | EXISTING CONTEXT SURVEY + MAPPING

#### TASK 1.1 - TOPOGRAPHIC SURVEY

Our team will create an existing Topographic Survey per the specifications outlined in the RFP. This survey will be field verified by the design team prior to the commencement of any detailed design work. The survey will be provided to the City in electronic format as identified within the RFP. One aspect that could potentially save this project money would be to utilize any existing survey data that has been collected by City Centre Redevelopment LLC or any survey information created for the Civic Center Park. At the time of contract our team will evaluate what is available and adjust our fees if needed.

#### TASK 1.2 - BASE MAP CREATION

Our team will create a project Base Map that will include all survey information as well as a high resolution aerial image. This map will include the information outlined in the RFP. In addition to that outlined information our team will also collect future development plans and park plans and overlay those elements onto the base map to create an existing conditions and future conditions representation.

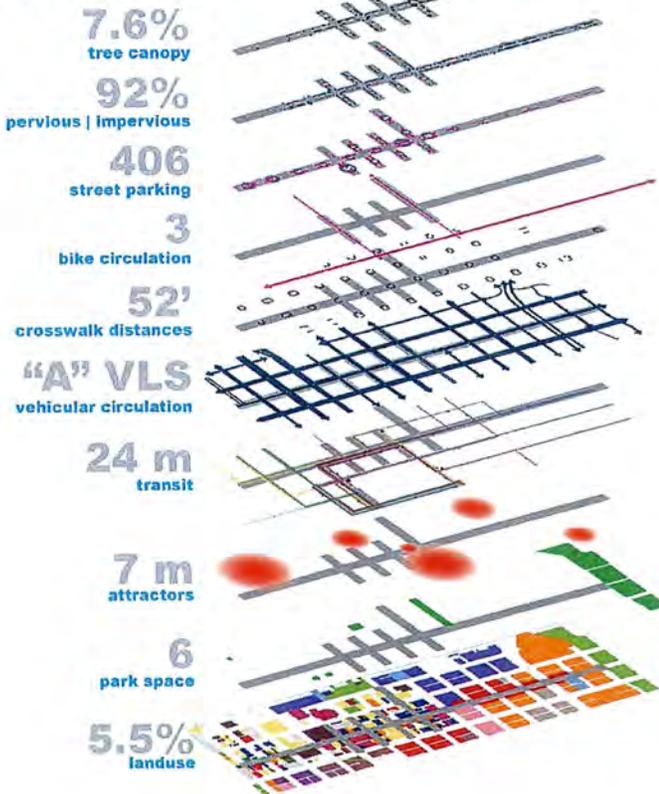
### TASK 1.3 - SITE ANALYSIS

After our team gathers existing data we will create a baseline report that describes the LOS (Level Of Services) for vehicles, pedestrians and cyclist. Additionally, we will create a more experientially-focused analysis which will outline things such as views and noise and how those impact overall place-making. This task will also be used to establish special circumstances that the design will need to react to such as connections to adjacent properties, parks, etc. This site analysis will also help our team establish performance goals to utilize later within the design process.

### TASK 1.4 - TRANSPORTATION INVENTORY AND ANALYSIS

Our team will create a LOS evaluation for the 84th Street Corridor that will be utilized to make decisions in regard to traffic changes, lane widths, bus stop locations, etc. While we understand the majority of this project is dealing with elements from back-of-curb to right of way we believe it is critical to understand and analyze the entire street right of way. This will be critical when looking at future mass transit accommodations and understanding how future development will impact the design of the street and traffic functions.

### baselines



### TASK 1.5 - SUSTAINABILITY BASELINE/GOAL SETTING

We will analyze the existing site to create a series of baseline conditions for all aspects of the project such as water quality, pedestrian safety and comfort, maintenance cost and others. We will work with the City and community to then establish a series of performance goals that the design will be judged against. This process ensures that every decision we make builds upon the larger story and works toward agreed-upon goals. All of this information will be layered into a sustainability matrix that will be utilized to determine specific strategies, responsibilities and timelines.

#### Deliverables

- Existing Survey in AutoCAD Format, Base Map (Digital and Printed), Site Analysis Report, Sustainability Matrix

### TASK 2 | MEETINGS

Our team is led by a Robb Berg and Joshua Brooks who have a tremendous amount of experience in facilitating large complex projects for jurisdictions around the country. Our team is committed to providing clear and continuous communication throughout this process through regular face-to-face meetings and digital communication on a consistent basis throughout the duration of the project. We believe in, and practice, a collaborative design process wherein clients become part of the design team. Ultimately this process is more fun for everyone and leads to a better product. Our team believes that having a robust community engagement process will be important for this project. While we understand that there has already been an engagement process for the Vision 84th project; that was a number of years ago and focused more on land use and less on the design of 84th Street. We want to design what the community wants! As part of our strategic kick-off meeting we will develop a public engagement plan for presentation and comment by the project management team to ensure that we are moving forward appropriately.

#### TASK 2.1 - STRATEGIC KICK -OFF MEETING

Our team will facilitate a day long kick off meeting that is centered around introductions and solidifying the project schedule and process. Our team will also present our full public engagement and stakeholder involvement strategy for comment by the city team. We will then facilitate targeted sessions to discuss key topics such as pedestrian safety, traffic, water quality, aesthetics, transportation, etc. These individual discussions will then be synthesized into a series of draft project goals. Our team will work with the city project manager to plan a site tour that is both engaging and beneficial to everyone.

### TASK 2.2 - PUBLIC WORKSHOP #1

Our team has organized our community engagement strategy into #2 major public meetings. The first public meeting will be held after the site analysis and baseline measurement phase. Our team will use this meeting to gather data from the community and demonstrate key planning and design concepts. We will create a series of interactive exercises such as live polling presentations to gather feedback on what is most important to the community. This information will then be utilized in the creation of three (3) distinct alternatives.

*\*City is responsible for booking venue and providing refreshments as needed.*

### TASK 2.3 - CITIZEN ADVISORY GROUP MEETINGS (3)

Our team proposes to formalize a citizen advisory group which could consist of between 10 and 15 business owners, property owners and other key community representatives. This group would meet every other month and would be responsible for guiding the direction of the design process and the information that is taken to the larger public.

*\*City is responsible for booking venue and providing refreshments as needed.*

### TASK 2.4 - TECHNICAL ADVISORY GROUP MEETINGS (3)

Our team also proposes to develop a formalized technical advisory committee consisting of representatives from the various city departments and NDOR to meet every other month and review technical issues associated with the project.

*\*City is responsible for booking venue and providing refreshments as needed.*

### TASK 2.5 - PUBLIC WORKSHOP #2

The second public meeting that we propose is to review the conceptual plan alternatives. Our team would again utilize interactive exercises to weigh the various aspects of each plan to then inform a preferred alternative.

*\*City is responsible for booking venue and providing refreshments as needed.*

### TASK 2.6 - NDOR MEETINGS (2)

Our project team member Schemmer has strong working relationships with NDOR and will lead the coordination with this group. We have proposed to have a representative of NDOR in the Technical Advisory Group described above but we understand that there will need to be specific individual meetings to discuss larger issues.

### TASK 2.7 - DRAFT + FINAL PLAN REVIEWS (2)

Our team will provide document reviews at the 50% design and 90% design stages. We will prepare and deliver documents for review two weeks prior to each review meeting. Our team will then facilitate a review meeting in which we will cover each reviewing department. We will utilize Design Workshop Standards for quality control reviews that will help facilitate multi-department reviews in an efficient manner.

Additionally, prior to any deliverable being reviewed by the City our internal team will complete a rigorous internal review process that we have developed over five decades of designing and building complex landscape architecture projects. Our senior quality review specialist will review every discipline's drawings for correctness and consistency.

### TASK 2.8 - DIGITAL OUTREACH

Our team will provide graphic and written content to the City for inclusion on the city website. Additionally, we believe that there is an opportunity to utilize social



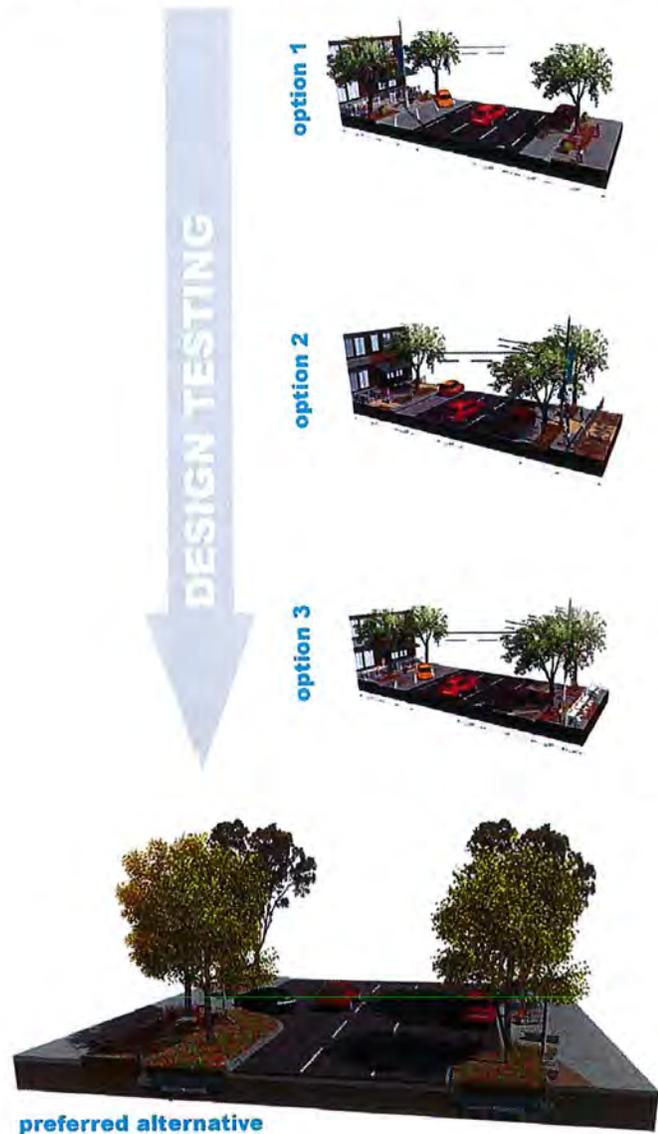
media and online tools as another way of gathering additional public input. Our team will work with the city to define what we believe to be the best use of project funds. This additional service would be covered within our base price and would be considered part of our community engagement process pending city approval.

**Deliverables**

- Meeting Agendas and Minutes, Graphics for Presentations, Flyers and Website Material

**TASK 3 | CONCEPTUAL ILLUSTRATIVE PLAN**

**TASK 3.1 - CONCEPTUAL PLAN ALTERNATIVES**  
Based on the feedback from the first public meeting, various coordination meetings, and a detailed site analysis and project goal process, our team will develop three concept alternatives. We will utilize high quality plan renderings, sections, perspectives and diagrams to demonstrate the aesthetics and function of each option. Our team will evaluate and provide evidence for how each option either responds to or ignores project goals



that have been defined. We think that it is important for this process to explore different alternatives for different aspects of the project. To that end, we believe that each alternative must differ in fundamental decisions in order to accurately gauge the desires of the community and the feasibility of various ideas.

**TASK 3.2 - OPINION OF PROBABLE COST**

Our team will prepare a high level Opinion of Probable Cost (OPC) for each alternative. The OPCs will be vetted through recent construction and bid numbers from projects throughout the Midwest.

**TASK 3.3 - DEVELOP URBAN DESIGN KIT OF PARTS**

During this Conceptual Plan creation, our team will develop a kit of parts for all aspects of the project including hardscape, landscape, street trees, street furniture, public art, lighting, signage and documentation. This kit of parts can be used to evaluate each design alternative and will be overlaid onto a character zone map to determine where consistency happens and where individual moments might occur.

**Deliverables**

- Three (3) Concept Alternatives, Illustrative Plans, Sections, Perspectives and Diagrams as needed to depict design. Printed and Digital Copies, Sketch Up Model of Design with Surrounding Context, Urban Design Kit of Parts Book (8.5"by 11"). Three (3) Opinion of Probable Cost

**TASK 4 | SELECTION OF PREFERRED STREETSCAPE PLAN**

**TASK 4.1 - SCHEMATIC DESIGN PLANS**

Based on the public input from the second public meeting our team will create a detailed schematic design plan which will utilize detailed illustrative plans, sections, perspectives and details to demonstrate all aspects of the project. These plans will include overall streetscape design and the design of unique project conditions such as the bridge and underpass condition at Civic Center Park and any pocket park areas along the corridor. These drawings will be used for detailed coordination and will also include cut sheets and product data for various materials and products.

**TASK 4.2 - SCHEMATIC DESIGN OPINION OF PROBABLE COST**

Our team will prepare a highly level Opinion of Probable Cost that will be vetted through recent construction and bid numbers throughout the Midwest. This will be reviewed by a senior quality reviewer within Design Workshop to ensure that all elements are accounted for.

**Deliverables**

- Illustrative Plan, Sections, Perspectives and Diagrams as needed to depict design. Printed and Digital Copies, Sketch Up Model of Design with Surrounding Context, Opinion of Probable Cost

## **TASK 5 | FINAL DESIGN AND CONSTRUCTION PLANS**

### **TASK 5.1 - DESIGN DEVELOPMENT**

Our team will create a 50% construction plan set for review by the City and NDOR. Our team will have internal check points at 15% and 30% design prior to an external review of the documents. This quality management process will ensure a complete and correct set of drawings prior to review by the City. Our set will be formatted based on City and NDOR standards. As part of the design development task we will prepare outline specifications for review.

### **TASK 5.2 - CONSTRUCTION DOCUMENTS**

Our team will produce a 90% review set prior to submitting final documents. This 90% set would represent the set that is reviewed by the City Engineer. After this final review we will produce 100% Construction Documents ready for bid. This package will include

- General Information Series
- Site Protection and Tree Removal Plan Series
- Grading, Erosion, and Sediment Control Plan Series
- Demolition Plan Series
- Grading Plan Series
- Civil/Roadway Improvements Plan Series
- Utility Series
- Water Quality Plan Series
- Roadway Detail Series
- Site Materials Plan Series
- Site Layout Plan Series
- Landscape Grading Series
- Reference Sections Series
- Site Details Series
- Tree Planting Plan Series
- Shrub and Ground Cover Plan Series
- Soil Preparation Plan Series
- Landscape Detail Series
- Lighting Plan Series
- Electrical Plan Series
- Lighting and Electrical Details
- Irrigation Plan Series
- Irrigation Details
- Signage and Environmental Graphics Plan Series
- Signage and Environmental Graphic Design Details

### **TASK 5.3 - CSI SPECIFICATIONS**

Our team will prepare a full project manual in CSI format for all scope items listed above. At this time we understand the City to be responsible for Section 1 General Conditions but that can be negotiated as needed.

### **TASK 5.4 - BID TABULATIONS**

Our team will prepare a final quantity tabulation with associated estimated cost for use by the City in Bidding and Negotiation.

#### **Deliverables**

- 50% Construction Documents (100% Design Development) Review Set, 90% Construction Document Review Set, Project Manual, Bid Tabulations, Full packaged CAD drawings (plans + details), Three (3) Printed Plans Sets and Specs, Thirty (30) Printed Bid Packages, Opinion of Probable Cost

## **TASK 6 | ON-GOING CORRIDOR MANAGEMENT PLAN**

Task 6 can be removed from the Scope of Work if the City deems it unnecessary. However, based on previous experience we believe that this will be a valuable addition to the project and will provide a long-term guiding package to make future decisions about development within the corridor. This task is included within our base bid but can be removed if so desired.

### **TASK 6.1 - ACCESS MANAGEMENT PLAN/ URBAN DESIGN GUIDELINES**

We understand that a lot will be changing along this corridor and it will be critical to ensure that the design of 84th Street stays intact. Our team can prepare high level design guidelines for anticipated conditions that will happen along the corridor. This would include how buildings plug into the project and how property access is managed. This can be completed in conjunction with or after the construction document phase.

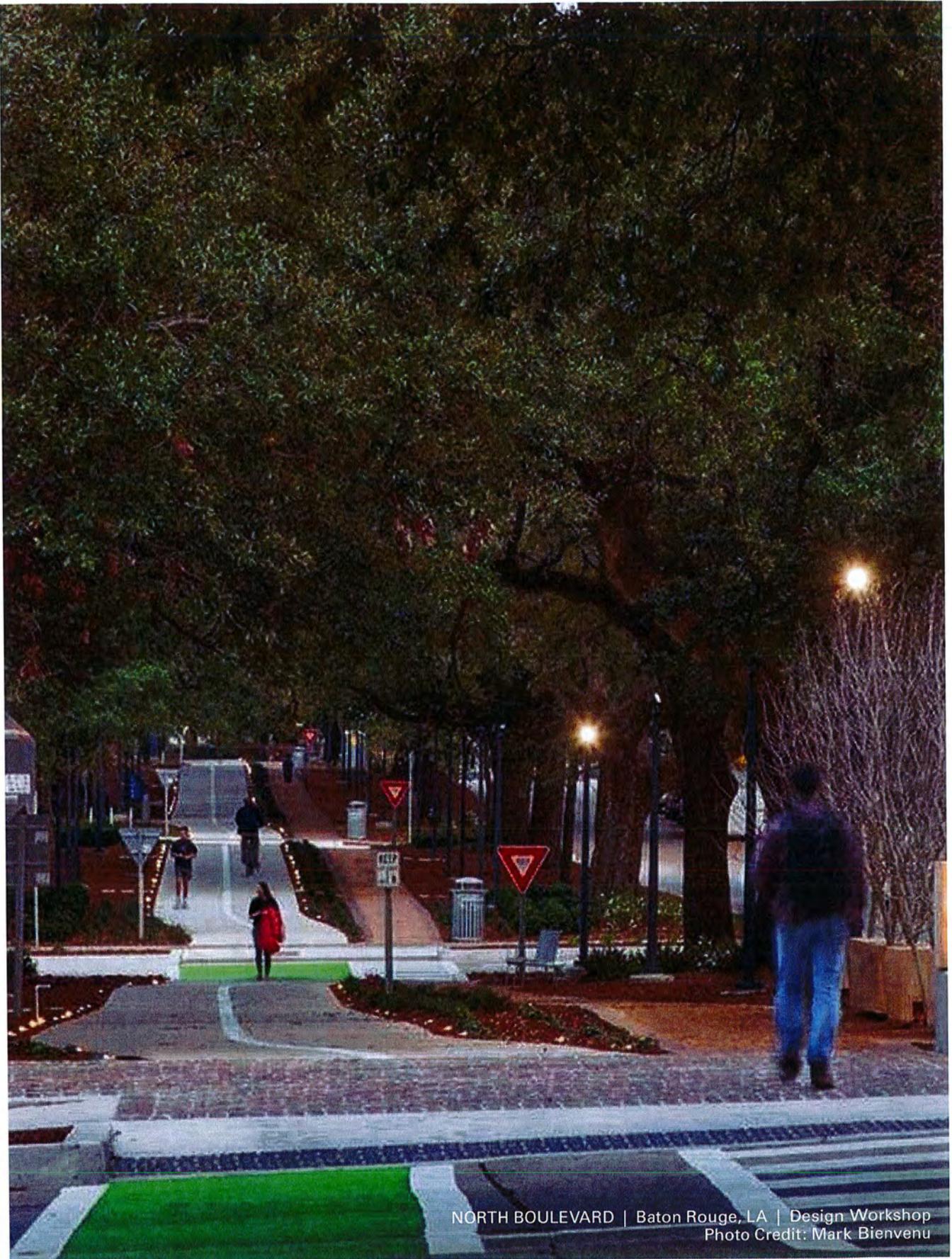
### **TASK 6.2 - OPERATIONS + MAINTENANCE PLAN**

Our team will prepare a high-level maintenance and operations package that identifies best practices and process so that the level of commitment needed is used to inform the design. This task should happen in conjunction with the schematic design phase.

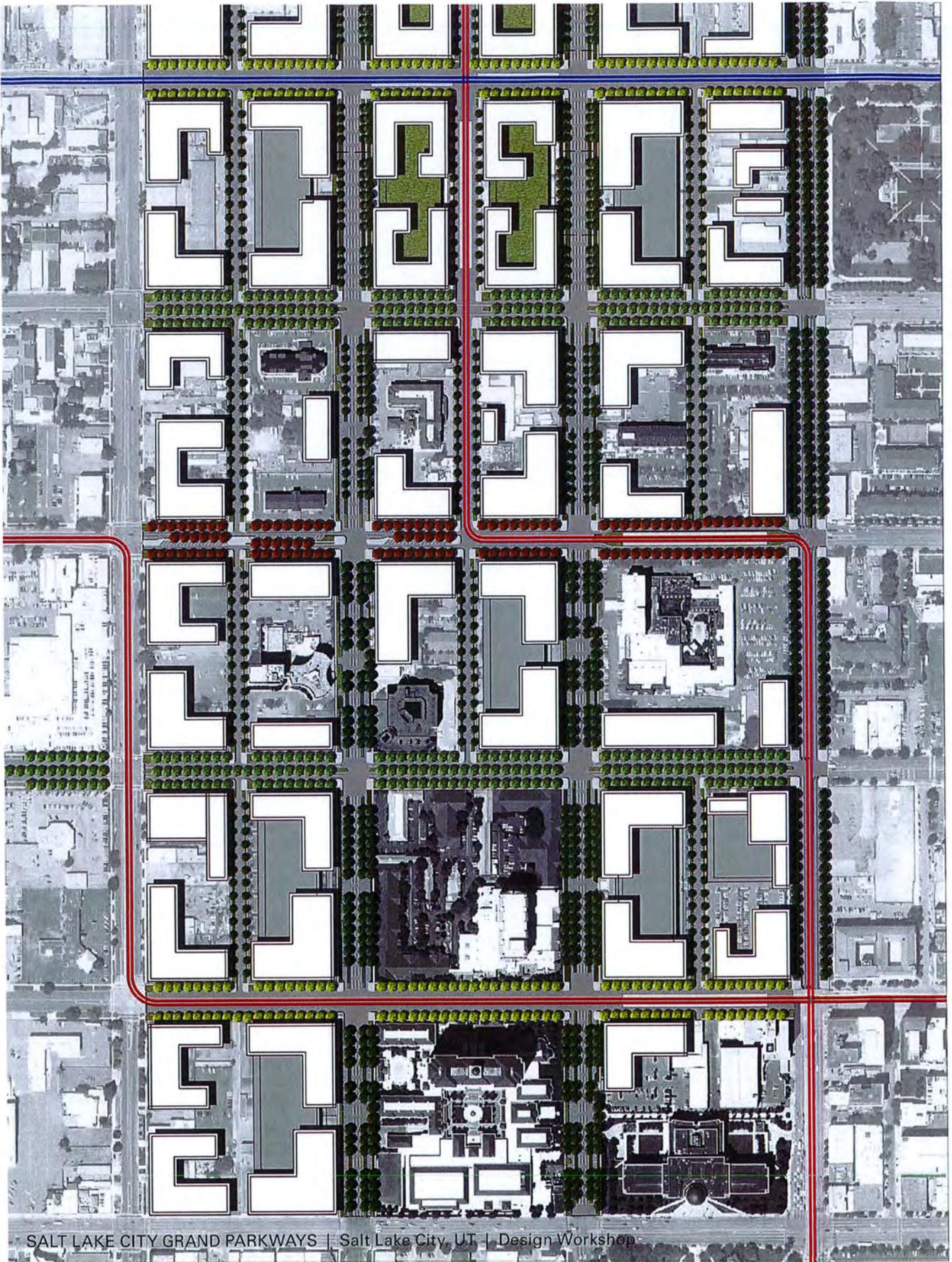
#### **DELIVERABLES**

- Corridor Management Plan Booklet (Color 11"x 17")

*\*Our team has the full capabilities to assist the city in a bidding a negotiation task as well as serve through the construction observation phase of work should that scope be needed.*



NORTH BOULEVARD | Baton Rouge, LA | Design Workshop  
Photo Credit: Mark Bienvenu



SALT LAKE CITY GRAND PARKWAYS | Salt Lake City, UT | Design Workshop

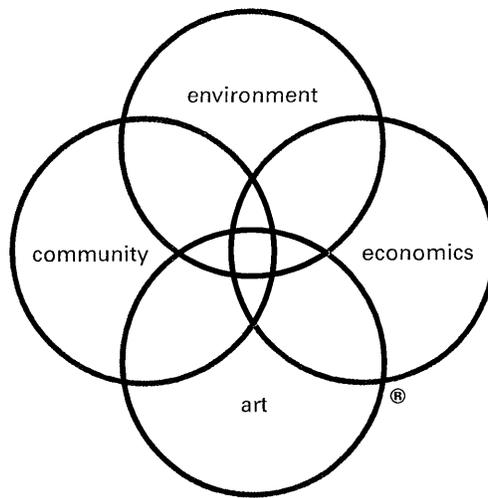
# SCHEDULE

# PROPOSED PROJECT SCHEDULE

Design workshop will perform all services described in the scope of this proposal in accordance with the schedule below. Our proposed fee is also based on this schedule.

MONTH	JUNE				JULY					AUGUST					
	WEEK 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>TASK 1   EXISTING CONTEXT SURVEY + MAPPING</b>															
Topographic Survey															
Base Map Creation															
Inventory & Analysis															
Sustainability Baseline/Goal Setting															
<b>TASK 2   MEETINGS</b>															
Strategic Kick-Off Meeting															
Public Workshops															
Advisory Group Meetings															
NDOR Meetings															
Draft & Final Plan Reviews															
Digital Outreach															
<b>TASK 3   CONCEPTUAL ILLUSTRATIVE PLANS</b>															
Conceptual Plan Alternatives															
Opinions of Probable Costs															
Develop Urban Design Kit of Parts															
<b>TASK 4   PREFERRED STREETScape PLAN</b>															
Schematic Design Plans															
SD Opinion of Probable Costs															
<b>TASK 5   FINAL DESIGN &amp; CONSTRUCTION PLANS</b>															
Design Development															
Construction Documents															
CSI Specifications															
Bid Tabulation															
<b>TASK 6   ON-GOING CORRIDOR MANAGEMENT</b>															
Access Mgmt Plan/Design Guidelines															
Operations + Maintenance Plan															





## DW LEGACY DESIGN®

We believe that when environment, economics, art and community are combined in harmony with the dictates of the land and needs of society, magical places result — sustainable places of timeless beauty, significant value and enduring quality, places that lift the spirit.

Design Workshop is dedicated to creating Legacy projects: for our clients, for society and for the well-being of our planet.

**DESIGNWORKSHOP**

DESIGNWORKSHOP

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT NO. 1 PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Olsson Associates (OA) to provide design phase engineering services for additional improvements in the initial phase of the public improvement redevelopment project within the public improvement redevelopment project area, including among other things, intersection improvements and rehabilitation of pavement on 84<sup>th</sup> Street. After Amendment No. 1 the total not-to-exceed fee will increase by \$183,000 to a total of \$621,000.

**FISCAL IMPACT**

The FY17/18 Biennial Budget Capital Improvement Program provides funding for this project.

**RECOMMENDATION**

Approval subject to NDOR approval of the scope of work.

**BACKGROUND**

Amendment No. 1 to the Redevelopment Plan-84<sup>th</sup> Street Redevelopment Area provides for a public improvement redevelopment project within a specified public improvement redevelopment project area. Olsson Associates was selected for the initial design of public infrastructure improvements in City Centre in response to an RFP process during which three firms made submittals to perform the work. Olsson Associates (OA) was selected as the most qualified and the initial agreement with OA was approved by the City Council on October 18, 2016. The agreement at that time did not include the work in 84<sup>th</sup> Street as discussions were ongoing with the NDOR concerning improvements to 84<sup>th</sup> Street. Since then, it has been agreed with the NDOR that the City will be the lead agency in preparing the plans for the resurfacing of 84<sup>th</sup> Street. For coordination purposes, the design of the new intersections with 84<sup>th</sup> Street needs to be done at the same time as the overlay design work which will include new curb ramps to meet current accessibility requirements. A detailed scope of services was developed with OA for the additional design work and a not-to-exceed fee was agreed upon for the scope of services. The proposed agreement is available for review. A future amendment for construction phase services may be brought back for City Council consideration.

**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 DESIGN PHASE ENGINEERING SERVICES FOR ADDITIONAL IMPROVEMENTS RELATED TO THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$183,000.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional engineering services related the 84<sup>th</sup> Street Redevelopment 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 design phase engineering for additional improvements; and

WHEREAS, The FY17/18 Biennial Budget Capital Improvement Program provides funding for the project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number one to the professional services agreement with Olsson Associates to provide design phase engineering services for additional improvements related to the 84<sup>th</sup> Street Redevelopment Area in an amount not to exceed \$183,000.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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



## LETTER AGREEMENT AMENDMENT #1

Date: June 22, 2017

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 7, 2016 between City of La Vista, NE ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

### PROJECT DESCRIPTION AND LOCATION

Project is located at: La Vista, NE

Project Description: 84<sup>th</sup> Street Access Improvements and Pavement Rehabilitation  
at La Vista City Centre

### SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

### GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto. The Client has chosen to appoint a 3<sup>rd</sup> party Project Representative to serve the Client role, Olsson shall coordinate with the identified representative.

### 84<sup>TH</sup> STREET - DUE DILIGENCE

#### Topographic Survey

In general, the extent of this task will cover items not included in the topographic survey previously obtained for the project area. The limits of the topographic survey shall include the area between Giles Road and Harrison Street, right-of-way to right-of-way, and additional side street locations as shown in Exhibit 1. It is assumed the topographic survey will be in AutoCad format.

- Establish Horizontal and Vertical Control - The Horizontal and Vertical Coordinate System will match the existing coordinates for the City Centre development project.
- Property or Section Corners - Consultant will locate section corners and or property corners needed to illustrate the right-of-way lines on the survey drawings. Platted information and/or survey pins from available public records will be used as well. Title searches are not required.
- Topographic Survey as required – The Consultant will perform a topographic survey of the public right-of-way shown within the project boundary illustrated on Exhibit 1. The limits of the survey shall cover the entire public right-of-way and extend 25 feet into properties abutting the public right-of-way. The data collection shall include all above ground visible improvements such as buildings, sidewalks, parking areas, retaining walls, signs and other items. Contours at one foot intervals based on North American Vertical Datum of 1988 will be shown. Spot elevations will be taken at appropriate locations to accurately define the site topography. The Consultant will contact the Nebraska One Call System to locate underground utilities. The utilities located as a result of such request will be shown on the survey and utility companies responding to the request will be noted. The Nebraska One Call System will not locate privately owned utilities. The survey shall show the location, cover elevation, and invert elevation of sanitary and storm sewers on or immediately adjacent to the surveyed property where evidence of sewers can be seen on the surface of the ground. Existing records will be used to determine pipe sizes and locations when there is no evidence of the sewers on the surface. Trees will be identified as being either deciduous or coniferous and the diameter of the trunk measured two feet above ground will be shown.
- Download, Reduce Notes and Amend Topographic Map and electronic data - The Consultant will process survey data and amend the Autocad drawing previously obtained to be used for design. Deliverable shall include Autocad and ArcGIS formats. Electronic data files shall be provided for the City's use on this project and subsequent projects. The format of the data, including breaklines, plot files, and other parameters for storing the data shall be specified by the City at the time of compiling the digital copies of the data.

#### **84<sup>th</sup> STREET – ACCESS IMPROVEMENTS ROADWAY DESIGN**

In general, the extent of these tasks will include traffic and roadway design for the intersection modifications along 84<sup>th</sup> Street adjacent to the proposed City Centre development. They shall include development of a new 150-foot right-in/right-out turn lane at the proposed Cottonwood Avenue connection, a new 150-foot right turn lane at the proposed City Centre Drive, and extension of the existing left-turn lane to the proposed City Centre Drive. A new signal shall be constructed at the proposed City Centre Drive. It is assumed the access improvements will be an independent bid package.

#### **Traffic Design**

- Traffic Signal Design - In general, The Consultant will provide signal design services for wiring diagram preparation; detail plans of signal poles, signal heads, pull boxes, conduit & other equipment; special provisions; and quantity summaries. Design will be conducted in accordance with City of Omaha standards and preservation of the adaptive signal system functionality. Consideration and/or design of interconnect between

adjacent traffic signals shall be included in the deliverables. Coordinate with fiber optic provider to maintain traffic signal interconnect.

- **Pavement Marking & Signing** - The Consultant shall prepare plan sheets showing pavement marking and signage layouts. In addition, temporary signage and pavement markings will be shown, if applicable.

### **Roadway Design**

- **Site Inspections** - The Consultant will conduct site visits as required during the project to verify site features with the proposed design work. It is anticipated two (2) site visits will be necessary.
- **Data Collection and Review** - The Consultant 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. Evaluation of intersection sight distances will be documented for the project file.
- **30% Plan Submittal (Access Improvements Project)** - The Consultant shall prepare project base files and 30% submittal plan sheets in accordance with the Client's CADD standards for the construction of the improvements along 84th Street. Plan sheets to be included in the 30% submittal include the following:
  - Cover Sheet
  - Typical Section Sheets
  - General Notes Sheets
  - Horizontal/Vertical Control Sheets
  - Geometric Sheets
  - Removal Sheets
  - Construction Sheets
  - Roadway Cross-Section Sheets
- **60% Plan Submittal (Access Improvements Project)** - The Consultant shall prepare project base files and 60% submittal plan sheets in accordance with the Client's CADD standards for the construction of the improvements along 84th Street. Plan sheets to be included in the 60% submittal include the following:
  - Cover Sheet
  - Typical Section Sheets
  - General Notes Sheets
  - Horizontal/Vertical Control Sheets
  - Construction Phasing Sheets
  - Geometric Sheets
  - Removal Sheets
  - Construction Sheets
  - Retaining Wall Plan and Profile Sheets (if required)
  - Storm Drainage Plan and Profile Sheets
  - Traffic Signal Plan Sheets
  - Right-of-Way/Tract Map Sheets (if required)
  - Roadway Cross-Section Sheets

- **90% Plan Submittal (Access Improvements Project)** - The Consultant shall prepare project base files and 90% submittal plan sheets in accordance with the Client's CADD standards for the construction of the improvements along 84th Street. Plan sheets to be included in the 90% submittal include the following:
  - Cover Sheet
  - Summary of Quantities Sheet
  - Typical Section Sheets
  - General Notes Sheet
  - Detail Sheets
  - Horizontal/Vertical Control Sheets
  - Construction Phasing Sheets
  - Traffic Control Sheets
  - Geometric Sheets
  - Joints and Grades Sheets
  - Removal Sheets
  - Construction Sheets
  - Retaining Wall Plan and Profile Sheets (if required, for Contractor to Design)
  - Retaining Wall Details (if required, for Contractor to Design)
  - Storm Drainage Plan and Profile Sheets
  - Sediment and Erosion Control Sheets
  - Traffic Signal Plan Sheets
  - Pavement Marking & Signing Sheets
  - Special Plan Sheets
  - Right-of-Way/Tract Map Sheets (if required)
  - Roadway Cross-Section Sheets
  
- **Summary of Quantities/Opinion of Probable Costs** - The Consultant will compute quantities and submit an opinion of probable cost at each submittal (30%, 60%, 90% and Final Plans), using NDOR/City of Omaha standard bid items and unit prices.
  
- **Right-of-Way** - Preliminary right-of-way plans showing permanent acquisitions, temporary construction easements or permanent easements (if necessary) will be prepared along with individual tract maps for the 60% submittal, to be used for use in the Right-of-Way Process. Final right-of-way plans showing negotiated acquisitions and easements will be provided for the final submittal (if necessary).
  
- **QA/QC** - The Consultant shall conduct internal quality reviews of the design and plan sets during the design of the project.
  
- **Special Provisions** - The Consultant will submit Draft Special Provisions with the 90% submittal for review by the Client and the Client's Project Management Advisor.
  
- **Address Comments for Final Plans**- The Consultant will meet with the Client and NDOR to discuss and address comments received, and incorporate into the final plan submittal.
  
- **CADD Submittal** - The Consultant will submit electronic AutoCAD or other digital format files to the Client at the completion of the design of the project.

## **84<sup>th</sup> STREET – PAVEMENT REHABILITATION ROADWAY DESIGN**

In general, the extent of these tasks will include roadway design for the design of a pavement rehabilitation for 84<sup>th</sup> Street, between Giles Road and Harrison Street, including necessary concrete repairs and improvements to existing curb ramps within the project boundary. It is assumed the pavement rehabilitation will be an independent bid package.

### **Roadway Design**

- **Site Inspections** - The Consultant will conduct site visits as required during the project to verify site features with the proposed design work. It is anticipated two (2) site visits will be necessary.
- **Data Collection and Review** - The Consultant 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. Evaluation of intersection sight distances will be documented for the project file.
- **30% Plan Submittal (Pavement Rehab Project)** - The Consultant shall prepare project base files and 30% submittal plan sheets in accordance with the Client's CADD standards for the pavement rehabilitation along 84th Street. It is understood NDOR will provide the pavement recommendation. A Plan-in-Hand visit will follow the submittal to confirm locations of upgrading existing cable guardrail along corridor, curb repair, sidewalk repair, and panel repair, and upgrading of ADA curb ramps. Plan sheets to be included in the 30% submittal include the following:
  - Cover Sheet
  - Typical Section Sheets
  - General Notes Sheets
  - Horizontal Control Sheets
  - Geometric Sheets
  - Removal Sheets
  - Construction Sheets
- **60% Plan Submittal (Pavement Rehab Project)** - The Consultant shall prepare project base files and 60% submittal plan sheets in accordance with the Client's CADD standards for the pavement rehabilitation along 84th Street. Plan sheets to be included in the 60% submittal include the following:
  - Cover Sheet
  - Typical Section Sheets
  - General Notes Sheets
  - Horizontal Control Sheets
  - Construction Phasing Sheets
  - Geometric Sheets
  - Removal Sheets
  - Construction Sheets
  - Right-of-Way/Tract Map Sheets (if required)

- **90% Plan Submittal (Pavement Rehab Project) - The Consultant shall prepare project base files and 90% submittal plan sheets in accordance with the Client's CADD standards for the pavement rehabilitation along 84th Street. Plan sheets to be included in the 90% submittal include the following:**
  - Cover Sheet
  - Summary of Quantities Sheet
  - Typical Section Sheets
  - General Notes Sheet
  - Detail Sheets
  - Horizontal Control Sheets
  - Construction Phasing Sheets
  - Traffic Control Sheets
  - Geometric Sheets
  - Joints and Grades Sheets (as required for curb ramps)
  - Removal Sheets
  - Construction Sheets
  - Sediment and Erosion Control Sheets
  - Pavement Marking & Signing Sheets
  - Special Plan Sheets (assumed NDOR to provide Standard Special Plan CAD files)
  - Right-of-Way/Tract Map Sheets (if required)
  
- **Summary of Quantities/Opinion of Probable Costs - The Consultant will compute quantities and submit an opinion of probable cost at each submittal (30%, 60%, 90% and Final Plans), using NDOR/City of Omaha standard bid items and unit prices.**
  
- **Right-of-Way - Preliminary right-of-way plans showing permanent acquisitions, temporary construction easements or permanent easements (if necessary) will be prepared along with individual tract maps for the 60% submittal, to be used for use in the Right-of-Way Process. Final right-of-way plans showing negotiated acquisitions and easements will be provided for the final submittal (if necessary).**
  
- **QA/QC - The Consultant shall conduct internal quality reviews of the design and plan sets during the design of the project.**
  
- **Special Provisions - The Consultant will submit Draft Special Provisions with the 90% submittal for review by the Client and the Client's Project Management Advisor.**
  
- **Address Comments for Final Plans- The Consultant will meet with the Client and NDOR to discuss and address comments received, and incorporate into the final plan submittals.**
  
- **CADD Submittal - The Consultant will submit electronic AutoCAD or other digital format files to the Client at the completion of the design of the project.**

## **84<sup>th</sup> STREET – BID PACKAGE DOCUMENTS/BIDDING PROCESS**

In general, the extent of this task will include bid package preparation and bidding procedure for both the Access Improvements project and the Pavement Rehabilitation project.

- Bid Specifications & Up-front Documents - The Consultant will assist in preparing Up-front Documents and Bid Specifications for use in the final bid documents distributed by the Client.
- Bid Tabs - The Consultant will assist in preparing bid tabs for inclusion into the final bid documents distributed by the Client.
- Final Construction Plans - The Consultant will prepare one (1) full size plan set for the Client's use and one (1) electronic full size plan set for use in the final bid documents distributed by the Client.
- Answer Design Questions - The Consultant shall answer design related questions (RFI's) receiving during the bidding process, through the Client.
- Prepare Addenda - The Consultant shall prepare information to support an addendum to the bidding documents if necessary during the bidding of the project to clarify the design or address questions raised at the pre-bid meeting (if deemed necessary).
- Attend Pre-Construction Meeting - The Client will conduct a pre-construction meeting. The Consultant shall attend the meeting and provide an overview of the project to the attendees.

## **84TH STREET – PROJECT MANAGEMENT**

### **Project Management**

- Project Kick-off Meeting - Once notice to proceed has been received, the consultant will schedule and conduct a project kick-off meeting with the City and key stakeholders. The City will supply a list of key stakeholders and the consultant will be responsible for inviting all appropriate parties. Meeting minutes, including a summary of the project criteria and design standards, will be prepared and submitted to the attendees.
- Progress Meetings - The Consultant will schedule and conduct nine (9) progress meetings. It is anticipated these meetings will occur following each of the 30%, 60%, and the 90% submittals. Additionally, it is assumed the remaining six (6) will be monthly meetings needed throughout the process. Meeting agenda and minutes will be prepared and submitted to the attendees.
- Plan-In-Hand Meeting - The Consultant will schedule and conduct a Plan-In-Hand meeting with the Client and key stakeholders following the 30% submittal to review the design and plans on site. The Consultant will prepare and submit a memo following the meeting summarizing the findings and decisions made regarding the project design.

- **Contract Administration/Scheduling & Coordination of Design Professionals** - This task includes time for overall management and coordination of the project team, coordination with Client staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with Client requirements. The project schedule will be prepared and updated as requested by the Client.

### **Utility Coordination**

- **Utility Location Verification** - The Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, and location.

The Consultant will request that the Utility Companies return to The Consultant marked up plans with utility verification. The Consultant will incorporate the information into the survey file. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

- **Utility Plan Submittal** - At each Client review submittal, the plans will be distributed by the Consultant to public and private utilities for comment.
- **Utility Review Meetings/Coordination** - Any utility review meeting should be scheduled to coincide with a regular project progress meeting or Client review meeting. The Consultant shall include time for coordination via the phone and one-on-one meetings with affected utilities. It is anticipated three (3) utility meetings will be necessary throughout the project.

### **NDOR Permitting**

- **NDOR Permit Applications** – The Consultant shall prepare the Construct Access and Occupy Right-of-Way permits as needed for the proposed Access Improvements project. It is assumed the pavement rehabilitation project will not require permitting.
- **Submittal of Permit Package** – The Consultant shall submit the proposed 90% plans and special provisions, signed and sealed, with the permit applications to NDOR for review and approval.
- **Coordination with NDOR** – The Consultant shall coordinate with NDOR on permit process, including follow up meetings if needed, to assist the approval process.

It is anticipated comments received from NDOR will be relatively minor in nature. Revisions to plans will be incorporated and resubmitted for final permit approval. Proposed revisions shall be incorporated into the bid plans accordingly.

## **84TH STREET - CONSTRUCTION SERVICES**

- **Construction Project Management** – At the option of the Client, the Consultant will provide project management for the construction services list below, including attendance at progress meetings, to be added through amendment.
- **Construction Administration** - At the option of the Client, The Consultant will provide construction administration services, to be added through amendment.
- **Construction Observation** - At the option of the Client, The Consultant will provide construction observation services, to be added through amendment.
- **Materials Testing** - At the option of the Client, The Consultant will provide materials testing services, to be added through amendment.
- **Construction Staking** - At the option of the Client, The Consultant will provide construction staking services, to be added through amendment.
- **SWPPP Inspections** - At the option of the Client, The Consultant will provide SWPPP Inspection services, to be added through amendment.
- **All construction engineering services shall be coordinated with the Client's Project Management Advisor.**

**FEE ESTIMATES**

<b>84th Street Pavement Rehabilitation</b>			
<b>Phase</b>	<b>Task Description</b>	<b>Fee Amount</b>	<b>Fee Type</b>
910	Topographic Survey - 84th Street	\$ 12,700.00	TMNTE
	Topographic Survey - Side Streets	\$ 13,200.00	TMNTE
	<b>Sub-Total</b>	\$ 25,900.00	
911	Pavement Rehabilitation Roadway Design	\$ 52,000.00	TMNTE
		\$ 52,000.00	
	<b>Sub-Total</b>	\$ 52,000.00	
912	Biddng Documents/Bidding Process - Pavement Rehabilitation	\$ 4,800.00	TMNTE
		\$ 4,800.00	
	<b>Sub-Total</b>	\$ 4,800.00	
913	Project Management	\$ 12,000.00	TMNTE
	Utility Coordination	\$ 6,500.00	TMNTE
	<b>Sub-Total</b>	\$ 18,500.00	
914	Construction Services PM	TBD	TMNTE
	On-Site Construction Administration	TBD	TMNTE
	On-Site Construction Observation	TBD	TMNTE
	Construction Staking	TBD	TMNTE
	SWPPP Inspections	TBD	TMNTE
	Special Inspections / Testing	TBD	TMNTE
	<b>Sub-Total</b>	\$ -	
915	Expenses	\$ 4,500.00	TMNTE
		\$ 4,500.00	
	<b>Sub-Total</b>	\$ 4,500.00	
	<b>TOTAL CONTRACT</b>	\$ 105,700.00	

<b>84th Street Access Improvements</b>			
<b>Phase</b>	<b>Task Description</b>	<b>Fee Amount</b>	<b>Fee Type</b>
920	Traffic Signal Design	\$ 10,000.00	TMNTE
	Access Improvements Roadway Design	\$ 48,000.00	TMNTE
	<b>Sub-Total</b>	<b>\$ 58,000.00</b>	
921	Bidding Documents/Bidding Process - Access Improvements	\$ 4,800.00	TMNTE
		<b>Sub-Total</b>	<b>\$ 4,800.00</b>
922	Project Management	\$ 10,000.00	TMNTE
	NDOR Permitting	\$ 2,500.00	TMNTE
	<b>Sub-Total</b>	<b>\$ 12,500.00</b>	
923	Construction Services PM	TBD	TMNTE
	On-Site Construction Administration	TBD	TMNTE
	On-Site Construction Observation	TBD	TMNTE
	Construction Staking	TBD	TMNTE
	SWPPP Inspections	TBD	TMNTE
	Special Inspections / Testing	TBD	TMNTE
	<b>Sub-Total</b>	<b>\$ -</b>	
924	Expenses	\$ 2,000.00	TMNTE
		<b>Sub-Total</b>	<b>\$ 2,000.00</b>
<b>TOTAL CONTRACT</b>		<b>\$ 77,300.00</b>	

### **Exclusions**

The following services are not included in this proposal but can be provided by Olsson as an additional service if requested:

- Additional plan revisions beyond one revision.
- Right-of-Way appraisals, negotiations, and acquisitions.
- Roadway lighting design.
- Detailed Retaining Wall design
- Signal Pole Foundation design
- Streetscape design.
- Public Involvement.
- Permit fees.
- Project-related permitting outside of the scope of the proposal and fees.
- Items not specifically included in the Scope of Services above.

**Deliverables**

Deliverable for this project include the following:

- Topographic Survey of 84<sup>th</sup> Street Corridor and Side Roads
- Meeting Minutes
- 30%, 60% and 90% Review Plans (PDF format)
- Opinion of Probable Costs
- NDOR Permit Applications
- Final Construction Bid Documents (all in PDF format)
- CADD files (AutoCAD Civil 3D format)
- Right-of-Way Documents (if necessary)

**Anticipated Schedule**

Upon receiving Notice to Proceed, the Consultant will begin work on the 84<sup>th</sup> Street intersection modification design with estimated milestone dates below:

Estimated NTP -	06/21/2017
30% submittal -	08/16/2017
60% submittal -	10/17/2017
90% submittal -	12/19/2017
Final Bid Documents -	04/18/2018 (pending NDOR Permit)

The Consultant will begin work on the 84<sup>th</sup> Street pavement rehabilitation design with estimated milestone dates below:

Estimated NTP -	06/21/2017
30% submittal -	08/16/2017
60% submittal -	10/17/2017
90% submittal -	12/19/2017
Final Bid Documents -	06/13/2018

**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 Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$183,000.00.

**TERMS AND CONDITIONS OF SERVICE**

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy 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  
Vice President

By   
Anthony Egelhoff, PE  
Technical Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

**CITY OF LA VISTA, NE**

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

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

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



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SUPP. AGREEMENT NO. 2 - ARCHITECTURAL SERVICES FOR PUBLIC OFFSTREET PARKING FACILITIES 84 <sup>TH</sup> STREET PUBLIC IMPROVEMENT REDEVELOPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of Amendment No. 2 to a Professional Services Agreement with DLR Group Inc. (DLR) for additional architectural design services. Amendment No. 2 provides for a lump sum fixed fee not to exceed \$374,556 for design services.

**FISCAL IMPACT**

The FY 17 Capital Improvement Program provides funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

On December 20, 2016 the City Council authorized an agreement with DLR for schematic design phase architectural services for off-street public parking facilities and related public infrastructure in the redevelopment project area. On March 21, 2017 the City Council authorized Amendment No. 1 that continued the preliminary design efforts so that documents for cost estimating and constructability reviews could be undertaken. The cost estimating and constructability reviews were performed with the assistance of HDR, Inc. as the project advisor. An agreed upon estimate for the construction costs has been established which is the basis for establishing the fee for architectural design services. Amendment No. 1 provided for additional architectural design services in an amount not to exceed \$155,000 through 65% of design development.

Amendment No. 2 provides for complete design services for public off-street parking facilities and related public infrastructure in the 84<sup>th</sup> Street public improvement redevelopment project area. The lump sum not to exceed amount of \$374,556 in Amendment No. 2 includes the \$155,000 approved in Amendment No. 1. Another amendment to the agreement for construction phase services by DLR will be brought back to Council.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP INC. FOR ADDITIONAL ARCHITECTURAL DESIGN SERVICES FOR PUBLIC OFFSTREET PARKING FACILITIES AND RELATED PUBLIC INTRASTRUCTURE IN THE 84<sup>TH</sup> STREET PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT AREA FOR A TOTAL FEE OF \$374,556.

WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and

WHEREAS, the FY17 Capital Improvement Program provides funding for the proposed additional services for the project; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve Amendment No. 2 to a professional services agreement with DLR Group, Inc. for additional Architectural Design Services for public offstreet parking facilities and related public infrastructure in the 84<sup>th</sup> Street public improvement redevelopment project area for a total fee of \$374,556. and is approved in form and content on file with the City Clerk, subject to any changes the City Administrator or City Engineer determines necessary or advisable.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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

# AIA<sup>®</sup> Document G802<sup>™</sup> – 2007

## **Amendment to the Professional Services Agreement**

Amendment Number: 002

**TO:** John Kottman  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: November 16, 2016

**BETWEEN** the Owner:  
*(Name and address)*  
City of La Vista, a Nebraska Municipal Corporation  
8116 Park View Blvd  
La Vista, NE 68128

and the Architect:  
*(Name and address)*  
DLR Group inc. (a Nebraska corporation)  
6457 Frances Street, Suite 200  
Omaha, NE 68106

for the Project:  
*(Name and address)*  
10-17105-00\_La Vista City Centre Off-Street Parking

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Architect shall complete Architectural, Structural (AGA), Civil (Olsson Associates), and Mechanical and Electrical Engineering Basic Services Design per Base Agreement.

Architect shall provide all Basic Services for disciplines identified above for a total Lump Sum Fixed Fee of Three Hundred Seventy Four Thousand Five Hundred Fifty-Six Dollars (\$374,556.00) which is 5.2% of approved preliminary construction estimate of Seven Million Two Hundred Three Thousand Dollars (\$7,203,000.00) base construction cost estimate plus Alternate #1 of Weitz Construction estimate, dated June 21, 2017. Amount previously authorized and earned to date will be credited towards this Lump Sum Fee.

Construction Phase Services to be determined after Bidding of project in October 2017.

The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:

Time:  
Architect shall complete Contract Documents within Eight (8) weeks after approval of this Contract Amendment.

SUBMITTED BY:

*Kenneth P. West*

*(Signature)*

Kenneth P. West, Principal

*(Printed name and title)*

*(Date)*

AGREED TO:

*(Signature)*

Douglas Kindig, Mayor

*(Printed name and title)*

*(Date)*

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL AGREEMENT - WEST PAPIO TRAIL-GILES ROAD TO MILLARD	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a revised Interlocal Cooperation Agreement with the Papio-Missouri River Natural Resources District and the City of Omaha for the design, permitting and bidding of a West Papio Trail Expansion from Giles Road to Millard.

**FISCAL IMPACT**

No change in fiscal impact from the original agreement.

**RECOMMENDATION**

Approval

**BACKGROUND**

The West Papio Trail was extended to Giles Road under a previous interlocal agreement between Papillion, La Vista and the Papio-Missouri River Natural Resources District (PMRNRD). The trail is now proposed to extend along the former UPRR right of way which was abandoned and is owned by the PMRNRD. The trail will connect to the existing trail on the south side of Giles Road, go under the Giles Road bridge and continue to near the intersection of 132<sup>nd</sup> and "Q" Streets in Omaha. It is envisioned that the Nebraska Multisports Complex project will include a pedestrian bridge across the West Papillion Creek to access this trail.

The Papio-Missouri River NRD has agreed to be the lead agency and has contracted for the engineering work. The City will reimburse the NRD for its 20 percent share in accordance with the interlocal agreement and will be responsible for maintenance and operation of the trail lying within its City limits and extra-territorial jurisdiction.

The interlocal agreement was initially approved at the November 1, 2016 City Council meeting. Since then, the City of Omaha has determined that some revisions to the agreement are needed such as an EEO clause, an E-Verify clause and a termination date of June 30, 2018 for the agreement. These do not affect the scope of services or cost sharing aspects of the agreement.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A REVISED INTERLOCAL COOPERATION AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT AND THE CITY OF OMAHA FOR THE DESIGN, PERMITTING AND BIDDING OF A WEST PAPIO TRAIL EXPANSION FROM GILES ROAD TO MILLARD.

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

WHEREAS, the expansion of the West Papio Trail is a vital link to connecting western portions of the metro area to the existing trail, and

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

WHEREAS, the revised interlocal cooperation agreement will include an EEO clause, and E-Verity clause and a termination date of June 30, 2018; and

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

NOW, THEREFORE, *BE IT RESOLVED*, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of a revised Interlocal Cooperation Agreement with the PMNRD and the City of Omaha for the design, permitting and bidding of the West Papio Trail Expansion from Giles Road to Millard in form and content approved by the City Attorney.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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

**INTERLOCAL COOPERATION ACT AGREEMENT  
WEST PAPIO TRAIL GILES ROAD TO MILLARD EXPANSION  
BETWEEN  
THE CITY OF LA VISTA,  
THE CITY OF OMAHA,  
AND  
THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

This Interlocal Cooperation Agreement ("Agreement") is hereby made by and between the CITY OF LA VISTA ("LaVista"), the CITY OF OMAHA ("Omaha"), municipal corporations organized and existing under the laws of the State of Nebraska located in Sarpy and Douglas Counties, respectively, in Nebraska, and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("District"), a natural resources district organized and existing under the laws of the State of Nebraska, (collectively referred to as the "Parties").

WHEREAS, LaVista and Omaha desire to obtain a trail connection to the West Papio Trail, generally from the north side of Giles Road at West Papio Creek to the intersection of Harry Anderson Avenue and Q Street ("Giles Road to Millard Expansion"); and

WHEREAS, in order to serve their mutual interests and pursuant to the authority granted the Parties by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et.seq.), the Parties desire to enter into this agreement to delineate and provide for their specific rights and obligations, with respect to the design, development, construction, operation, maintenance, and repairs of the Giles Road to Millard Expansion.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

**Section 1. Purpose.** The purpose of this Agreement is to specify the terms and conditions upon which the Parties will design, develop, and permit the Giles Road to Millard Expansion. After the completion of design and bidding, and before the construction phase begins, this Agreement will be amended to reflect the contributions by all parties to the construction, and construction administration services needed to complete the Giles Road to Millard Expansion.

**Section 2. Term.** This Agreement shall commence on the date of its signing and will terminate on June 30, 2018. This Agreement may be extended, on the same terms and conditions, for an additional one (1) year term, upon mutual written agreement of the parties. This Agreement may be terminated prior to June 30, 2018, upon mutual written agreement of the parties.

**Section 3. Rights, Duties and Obligations of the District.** The District agrees to:

A. Act as the lead administrator for development of the Giles Road to Millard Expansion;

B. Retain and compensate consultant(s) to provide professional engineering services in design, permitting, and bidding for the Giles Road to Millard Expansion;

C. Prior to bidding of the Giles Road to Millard Expansion, provide plans, specifications, and construction documents to the Parties for review and approval;

D. Publicly bid the Giles Road to Millard Expansion in accordance with the plans, specifications, and construction documents approved by the Parties, selecting one or more contractors to build the Giles Road to Millard Expansion, and compensate same;

E. Maintain accounting records for the Giles Road to Millard Expansion, including receipt and application of private funds; and

F. Acquire any additional right-of-way necessary for the Giles Road to Millard Expansion at the District's cost.

G. Be responsible for 60% of the costs, up to a maximum of \$270,000, for design, permitting, and bidding of the Giles Road to Millard Expansion.

**Section 4. Rights, Duties, and Obligations of La Vista.** La Vista agrees to:

A. Timely review and approve plans, specifications, and construction documents for the Giles Road to Millard Expansion, such approvals not to be withheld unreasonably;

B. Reimburse the District within thirty (30) days of invoice for 20% of the costs, up to a maximum of ninety thousand dollars (\$90,000), for design, permitting, and bidding of the Giles Road to Millard Expansion;

C. Permanently operate, maintain, and repair the Giles Road to Millard Expansion within its city limits and extraterritorial jurisdiction; and

D. Provide for occupation of La Vista property necessary for the project, at no cost to the District.

**Section 5. Rights, Duties, and Obligations of Omaha.** Omaha agrees to:

A. Timely review and approve plans, specifications, and construction documents for the Giles Road to Millard Expansion, such approvals not to be withheld unreasonably;

B. Reimburse the District within thirty (30) days of invoice for 20% of the costs, up to a maximum of ninety thousand dollars (\$90,000), for design, permitting, and bidding of the Giles Road to Millard Expansion;

C. Permanently operate, maintain, and repair the Giles Road to Millard Expansion within its city limits and extraterritorial jurisdiction; and

D. Provide for occupation of Omaha property necessary for the project, at no cost to the District.

**Section 6. Cooperation.** The Parties agree and understand that cooperation and approval of certain other governmental and other third parties will be required for the Giles Road to Millard Expansion and to otherwise carry out the intent of this Agreement. The Parties agree to support one another and cooperate, in writing or as otherwise required and/or appropriate with respect to the foregoing, including with respect to any negotiations, discussions, meetings or hearings related to the foregoing and to otherwise carry out the intent of this Agreement.

**Section 7. Indemnification.** Each of the Parties agrees to indemnify and hold harmless the other Parties from and against any and all claims, demands and causes of action for damages to the person or property of third persons arising out of the comparative negligence of the indemnifying party in its performance of any of the covenants of this Agreement.

**Section 8. Additional Terms and Conditions.**

A. **Nondiscrimination.** The Parties hereto shall not, in the performance of this Agreement, discriminate or permit discrimination by any of their contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

B. **Captions.** Captions used in this Agreement are for convenience.

C. **Applicable Law.** Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Parties agree that any consultants or contractors retained for the Giles Road to Millard Expansion shall comply with the Equal Opportunity Clause and LB 403 as set forth in Exhibits A-1 and A-2. Nebraska law will govern the terms and the performance under this Agreement.

D. **Interest of the Parties.** The Parties to this Agreement covenant that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict with their performance under this Agreement.

E. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and each party hereto agrees that neither the other party, nor any of the officers, agents, employees or contractors of the other party, have made any representations or promises with respect to the Giles Road to Millard Expansion not expressly contained herein.

F. **Amendments.** This Agreement may be amended upon the actions of the Parties if done so in writing.

G. **Effective Date.** This Agreement shall become effective upon execution by all Parties.

H. **Binding Effect.** The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective Parties hereto.

I. **Notices.** All notices herein required shall be in writing and shall be served on the Parties at their principal offices, or at such other address as a Party may hereafter designate to the other Parties in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service hereunder.

[ Signature Page to Follow ]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

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

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

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

Date: \_\_\_\_\_

**THE CITY OF LAVISTA**

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

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

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

Date: \_\_\_\_\_

**THE CITY OF OMAHA**

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

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

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

Date: \_\_\_\_\_

## EXHIBIT A-1

### EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. The contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity or national origin, age, disability.
3. The contractor shall send to each representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the equal employment opportunity clause of the city and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall furnish to the human rights and relations director all federal forms containing the information and reports required by the federal government for federal contracts under federal rules and regulations, including the information required by section 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the human rights and relations director shall be those which are related to paragraphs (1) through (7) of this subsection and only after reasonable notice is given the contractor. The purpose of this provision is to provide for investigation to ascertain compliance with the program provided for herein.
5. The contractor shall take such actions with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the contractor becomes involved in or is threatened with litigation as the result of such directions by the city, the city will enter into such litigation as is necessary to protect the interests of the city and to effectuate these provisions of this division; and in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any to file compliance reports with the contractor in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the human rights and relations director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of paragraphs (1) through (7) of this section, "Equal employment opportunity clause," and section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

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## EXHIBIT A-2

### E-VERIFY

#### LB 403 Contract Provisions

#### NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-10B.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD CONTRACT BIG PAPIO CREEK TEMPORARY SIPHON REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared awarding a contract to Mark VII Enterprises of Omaha, Nebraska for furnishing labor and materials for the Big Papio Creek temporary siphon repair, in an amount not to exceed \$72,859.10.

**FISCAL IMPACT**

The FY17 Sewer Fund budget provides funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

Plans were prepared by Thompson, Dreessen, & Dorner, Inc. (TD2) for the Big Papio temporary siphon repair. Significant effort was required to obtain approvals from the US Army Corps of Engineers for the temporary repair work. Plans were sent to several contractors and were placed on files with a local plan room used by many contractors. Bids were received from two contractors on June 8, 2017 and are summarized as follows:

<u>Bidder</u>	<u>Bid</u>
Mark VII Enterprises	\$72,859.10
Valley Corporation, Inc.	\$580,096.23

The Engineer's Estimate was \$56,375.00 for this project. The bid from Valley Corporation is believed to be in error. Neither the City nor TD2 has experience with Mark VII Enterprises. Efforts have been made to check their references and work for other agencies in the Omaha area. A meeting has been held with Mark VII Enterprises to verify that they understand the work.

It is recommended that a contract be awarded to Mark VII Enterprises in an amount not to exceed \$72,859.10.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDED A CONTRACT TO MARK VII ENTERPRISES OF OMAHA NEBRASKA FOR FURNISHING LABOR AND MATERIALS FOR THE BIG PAPIO CREEK TEMPORARY SIPHON REPAIR IN AN AMOUNT NOT TO EXCEED \$72,859.10.

WHEREAS, the City Council of the City of La Vista has determined temporary siphon repair in the Big Papio Creek is necessary; and

WHEREAS, the FY17 Sewer Fund budget includes funding for the proposed; and

WHEREAS, Bids were received from two (2) contractors, and

WHEREAS Mark VII Enterprises, Omaha, Nebraska has submitted the low, qualified bid, and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator 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 award a contract to Mark VII Enterprises, Omaha, Nebraska for the Big Papio Creek temporary siphon repair in an amount not to exceed \$72,859.10.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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

SUBMITTED PROPOSALS & COSTS				Bidder:		Bidder:	
Date of Bid: June 8, 2017 Client: City of La Vista				Mark VII Enterprises 4028 Hamilton St. Omaha, NE 68131 402-305-7423 <a href="mailto:eric@markviienterprises.com">eric@markviienterprises.com</a>		Valley Corporation, Inc. 28001 Ida Circle Valley, NE 68064 402-359-2578	
Project: Big Papillion Creek Siphon Repair		Thompson, Dreesen & Dornier, Inc.					
Eng Estimate: \$56,375 Bid Bond: 5% Total Bid TD2 File No.: 171-413							
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$4,931.00	\$4,931.00	\$26,084.33	\$26,084.33
2	Construct Temporary Cofferdam, In Place	1	LS	\$1,405.00	\$1,405.00	\$433,517.84	\$433,517.84
3	Remove Type B & Type C Rip Rap	70	TN	\$54.41	\$3,808.70	\$79.77	\$5,583.90
4	Remove, Salvage & Reinstall Existing Type B & Type C Rip Rap, on Non-Woven Geotextile Fabric, In Place	30	TN	\$49.97	\$1,499.10	\$157.38	\$4,721.40
5	General Grading & Shaping	1	LS	\$7,494.00	\$7,494.00	\$11,556.86	\$11,556.86
6	Construct 3/4-1" Crushed Rock on Non-Woven Geotextile Fabric, In Place	110	TN	\$88.98	\$9,787.80	\$98.01	\$10,781.10
7	Tensar North American Green S75BN (or Approved Equal) Erosion Matting, In Place	2,400	SY	\$3.42	\$8,208.00	\$8.06	\$19,344.00
8	XAS Fabric Armor System, In Place	250	SY	\$128.69	\$32,172.50	\$244.20	\$61,050.00
9	Type A Rip Rap on Non-Woven Geotextile Fabric, In Place	10	TN	\$88.90	\$889.00	\$256.08	\$2,560.80
10	Seeding - Channel Mix	2,400	SY	\$1.11	\$2,664.00	\$2.04	\$4,896.00
	<b>TOTAL BID:</b>				<b>\$72,859.10</b>		<b>\$580,096.23</b>

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SANITARY SEWER EXTENSION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared approving the construction of an extension of a sanitary sewer to serve proposed development in the vicinity of 144<sup>th</sup> & Giles Road intersection.

**FISCAL IMPACT**

No impact.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The proposed development of the Woodhouse Place and the Heimes subdivisions require that sanitary sewer extensions be provided to serve said developments and other property in the vicinity of the intersection of 144<sup>th</sup> and Giles Road. Such development constitutes growth of commerce and industry. The proposed development properties are located in the City's extraterritorial zoning jurisdiction and, therefore; the County Industrial Sewer Construction Act Section 23-3602(2) requires that the City approve of the proposed sanitary sewer extension by Sarpy County. Sarpy County will be responsible to own, operate and maintain the sanitary sewer until such time as the developments are annexed into the City of La Vista.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING SARPY COUNTY SEWER DISPOSAL SYSTEM PROJECT FOR EXTENSION OR IMPROVEMENT OF EXISTING SANITARY SEWER SYSTEM TO MEET FUTURE NEEDS OF PLANNED COMMERCIAL OR INDUSTRIAL USERS WITHIN CITY OF LA VISTA EXTRATERRITORIAL ZONING JURISDICTION PURSUANT TO SECTION 23-3604(2) OF NEBRASKA STATUTES

WHEREAS, Sarpy County has constructed an outfall sewer pursuant to the County Industrial Sewer Construction Act, (the Act) found at Neb. Rev. Stat. Sect 23-3601, *et seq.*; and,

WHEREAS, anticipated growth of commerce and industry require the extension of the existing sewerage disposal system; and,

WHEREAS, the future needs of planned commercial or industrial users of the sewer system require the availability and extension of an outfall sewer to serve the area generally located at Highway 50 and Giles Road, which area is not presently served by sanitary sewer; and,

WHEREAS, the Board of County Commissioners has determined by Resolution dated June 20, 2017 ("County Resolution") that the County is prepared to proceed with an order for development of the sewer extension ("Proposed Sewer Project") as shown on the "Proposed Sewer" map, attached or presented with this Resolution or the County Resolution, which area is in the City's extraterritorial zoning jurisdiction ("ETJ"), and to proceed with related engineering studies, plans and specifications, subject to approvals required under the Act; and

WHEREAS, Section 23-3604(2) of the Act requires City Council approval before proceeding with the Proposed Sewer Project in the City's ETJ.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby finds and approves as follows:

- 1 Recitals and referenced documents above are incorporated into this resolution by this reference.
- 2 The Proposed Sewer Project within the City's ETJ is approved and the County at its cost, and/or the developer of such area using private funds and not public financing or funds, shall be authorized to construct some or all of the Proposed Sewer Project within the City's ETJ.
- 3 The Mayor, City Administrator, City Clerk, or City Engineer, or the designee of any such person, shall be authorized to provide a copy of this Resolution to the County and to take all actions on behalf of the City as he or she determines necessary or appropriate to carry out the actions approved in this Resolution.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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

# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE #1250  
PAPILLION, NE 68046-2895  
593-4155

[www.sarpy.com](http://www.sarpy.com)

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson

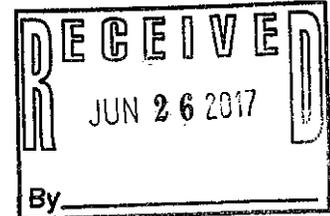


## COMMISSIONERS

Don Kelly District 1  
Jim Thompson District 2  
Brian Zuger District 3  
Gary Mixan District 4  
Jim Warren District 5

June 23, 2017

Pam Buethe  
City Clerk, City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128



RE: Sarpy County sewer extension intent to proceed

Dear La Vista City Council,

Recent development of properties in the area of Highway 50 and Giles Road require Sarpy County to extend its industrial sewer to serve those properties adjacent to Highway 50 and Giles Road. On June 20, 2017, the Sarpy County Board of Commissioners approved Resolution 2017-208, which makes an official determination that Sarpy County is prepared to proceed with an order for the development of the proposed Sarpy County Industrial sewer system extension. A portion of the proposed sewer extension is located within the City of La Vista's designated extraterritorial jurisdiction.

Because more than 50% of the linear length of the proposed sewer extension is located with the City of La Vista's designated extraterritorial jurisdiction, the County Industrial Sewer Construction Act (Neb. Rev. Stat. Sect. 23-3604) requires the City of La Vista to approve Sarpy County's proposed sewer extension. I ask that you review the attached documents and schedule the matter with the La Vista City Council as soon as possible so that Sarpy County may get started with the proposed sewer extension. I have included the following documents for the city's review:

1. Resolution 2015-208: Sewer extension – June 20, 2017
2. Proposed Final Plat – Woodhouse Place

Please contact me with any questions.

Regards,

Mark Wayne  
Sarpy County Administrator



**BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA**

**RESOLUTION: SEWER EXTENSION**

**(144<sup>th</sup> & Giles area)**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County has constructed an outfall sewer pursuant to the County Industrial Sewer Construction Act, (the Act) found at Neb. Rev. Stat. Sect 23-3601, *et seq.*; and,

WHEREAS, anticipated growth of commerce and industry require the County to consider the extension of the existing sewerage disposal system; and,

WHEREAS, the future needs of planned commercial or industrial users of the sewer system require the availability of an outfall sewer to serve the area generally located at Highway 50 and Giles Road, which is not presently served by sanitary sewer; and,

WHEREAS, the County Board has determined that it is prepared to proceed with an order for development of the sewer extension as shown on the "Proposed Sewer" map, attached hereto, subject to the approvals as required under the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that:

1. Pursuant to Neb. Rev. Stat. Sect. 23-3605, the County Board of Commissioners hereby indicates its intent to proceed with engineering studies and plans and specifications in order to extend the existing sewer system of Sarpy County, as constructed under the Act, to serve the area generally located at Highway 50 and Giles Road as shown in the attached map.
2. The sewer needs of those commercial and industrial users with present plans for development generally located at Highway 50 and Giles Road and the sewer needs of those future users of areas adjacent thereto, will be served by the extension and expansion of the existing sewer service to the area of Highway 50 and Giles Road.
3. The proposed sewer extension will ultimately connect to the Papillion Interceptor Sewer which connects to the Missouri River Treatment Plant, owned and operated by the City of Omaha.
4. The proposed sewer extension is located within the extraterritorial jurisdiction of the City of La Vista. Notice of this Resolution shall be given to the City of La Vista as required by Neb. Rev. Stat. Sect. 23-3604.

5. The County Administrator and/or the County Engineer shall have appropriate engineering studies and plans and specifications prepared as needed, in order to expand and extend the existing sewerage disposal system.
6. The County Administrator is directed to send formal notice of this Resolution as required by law.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 20th day of June 2017.

Attest  
SEAL



  
Sarpy County Board Chairman

  
County Clerk      Chief Deputy

Proposed Sewer

Sarpy Industrial Sewer

30"

24" RCP

Gretna Parallel Sewer

impact point

42" RCP

proposed County sewer

50

Hwy 50

8<sup>th</sup>

Giles Rd

50

Hwy 50

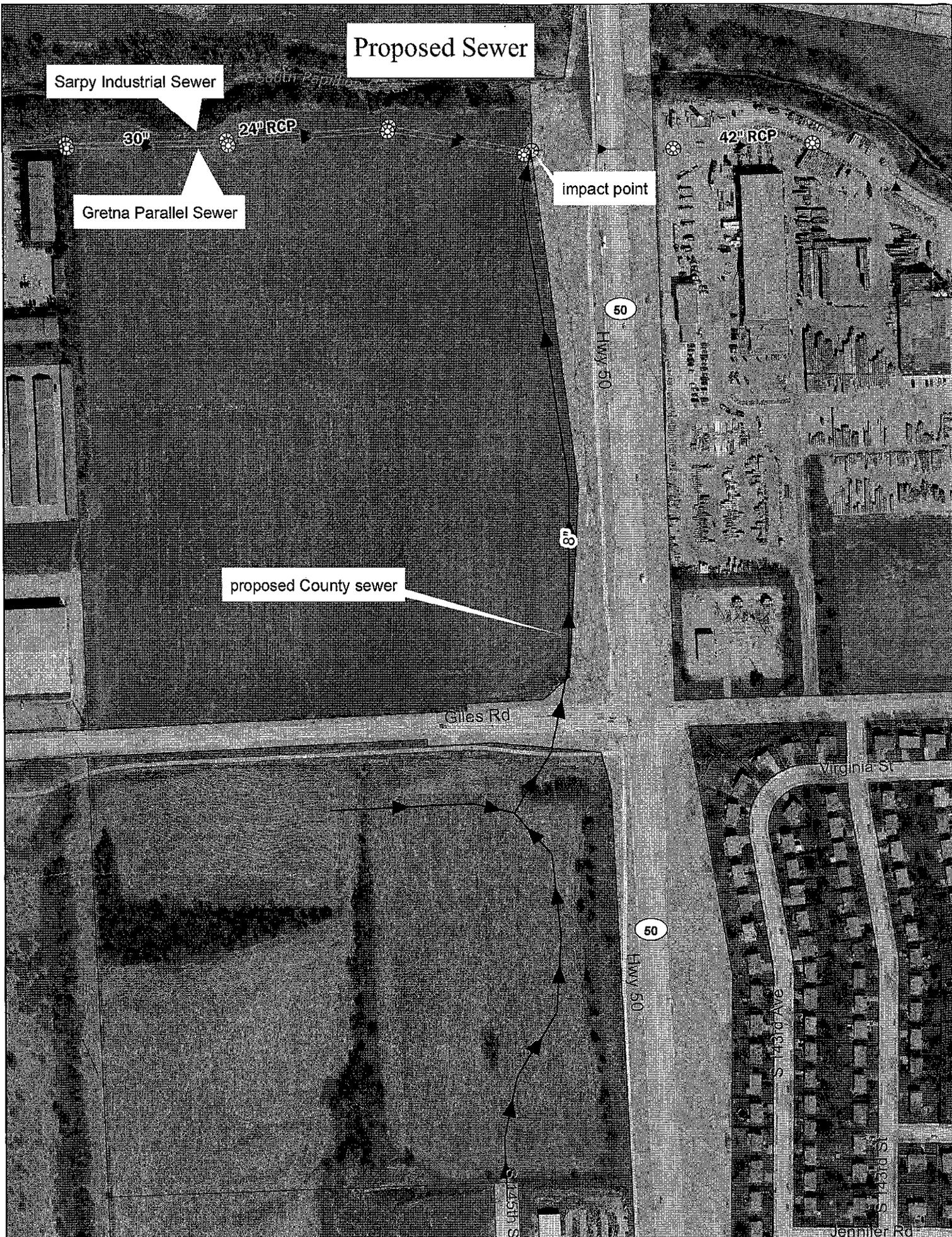
Virginia St

S 143<sup>rd</sup> Ave

S 45<sup>th</sup> St

S 143<sup>rd</sup> St

Jennifer Rd



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ADVERTISEMENT FOR BIDS - PUBLIC IMPROVEMENT REDEV. PROJECT PHASE 1 PAVEMENT & SEWERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to authorize the advertisement for bids for Phase 1 Pavement and Sewers construction associated with the Public Improvement Redevelopment Project in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

The FY17/18 biennial budget provides funding in the Capital Improvement Program for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

The proposed construction includes concrete paving of public streets and on-street parking stalls, construction of sanitary sewers, construction of storm sewers and construction of related improvements such as retaining walls, fences, seeding, erosion control, signage, street lighting, and miscellaneous appurtenant work.

Preparation of plans and specifications for this project have been completed by Olsson Associates. The Engineer's Estimate for the proposed construction work is \$3,661,519. The recommended schedule for bidding this work is:

- |                               |                                     |
|-------------------------------|-------------------------------------|
| Publish Notice to Contractors | July 12 and July 19, 2017           |
| Non-Mandatory Pre-Bid Meeting | July 17, 2017 at 10:00 am           |
| Open Bids                     | July 24, 2017 at 10:00 am City Hall |
| Council Award Contract        | August 2, 2017                      |

The Notice to Contractors will also be posted on the City's web site and at [www.standardshare.com](http://www.standardshare.com)

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR PHASE 1 PAVEMENT AND SEWERS CONSTRUCTION ASSOCIATED WITH THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA.

WHEREAS, the Mayor and Council have determined that pavement and sewer construction in the 84<sup>th</sup> street redevelopment area is necessary, and

WHEREAS, the FY17/ Biennial Budget provides funding in the Capital Improvement Program for the proposed project; and

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

Publish Notice to Contractors	July 12 and July 19, 2017
Non-Mandatory Pre-Bid Meeting	July 17, 2017 at 10:00 am
Open Bids	July 24, 2017 at 10:00 am at City Hall
Award Contract	August 2, 2017

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista Nebraska hereby authorize the advertisement for bids for phase 1 pavement and sewer construction associated with the public improvement redevelopment in the 84<sup>th</sup> street redevelopment area.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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

NOTICE TO CONTRACTORS

84<sup>TH</sup> STREET REDEVELOPMENT AREA  
PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT  
PHASE 1 PAVEMENT & SEWERS  
CD-17-008  
CITY OF LA VISTA, NEBRASKA

Sealed proposals will be received by Pamela Buethe, City Clerk of the City of La Vista, at City Hall, 8116 Park View Boulevard, La Vista, Nebraska 68128, until July 24, 2017, at 10:00 A.M., for Phase 1 Pavement and Sewers construction associated with the Public Improvement Redevelopment Project in the 84<sup>th</sup> Street Redevelopment Area, CD-17-008, in and for said City according to plans and specifications for said improvements now on file at the office of the City Clerk. At such hour, or as soon as practicable thereafter, the bids will be opened publicly in the presence of the bidders for furnishing labor, materials, and equipment necessary for the proper construction of this project.

The extent of the work includes the concrete paving of public streets and on-street parking stalls, construction of sanitary sewers, construction of storm sewers and construction of related improvements such as retaining walls, fences, seeding, erosion control, signage, street lighting, and miscellaneous appurtenant work.

Plans, Specifications and Contract Documents may be examined online at [www.standardshare.com](http://www.standardshare.com). Search for the project name in the Plan Room found at [www.standardshare.com](http://www.standardshare.com). Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 S. 108th St. / Omaha, NE 68137 / 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and are non-refundable. Project documents may also be examined at the office of The City Clerk of the City of La Vista at City of La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will only be accepted from those listed on the planholders list kept at the offices of Standard Digital Imaging / StandardSHARE.

A non-mandatory Pre-Bid on-site meeting will be held on July 17, 2017 at 10:00 A.M. Prospective Bidders shall meet at Olsson Associates, 2111 S. 67<sup>th</sup> Street, Suite 200, Omaha, NE 68106. A review of the project plans to identify and clarify schedule, phasing, construction items and other items related to performance of the work.

All work shall be furnished in strict accordance with the plans, specifications and contract documents prepared by Olsson Associates, Engineers for the City of La Vista. All proposals must be submitted on the Proposal form prepared by Olsson Associates. This form is part of the documents that can be obtained at the StandardSHARE web site or offices.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount not less than five (5) percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska, as security that the Bidder to whom the contract may be awarded will enter into a contract to perform the work in accordance with this Notice and other contract documents, and will furnish the required bonds in amount equal to 100% of the contract price.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

No Bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids. The City of La Vista, Nebraska reserves the right to reject any or all bids and to waive informalities.

ITEM No.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$250,000.00	\$250,000.00
2	REMOVE PAVEMENT	SY	7418	\$3.50	\$25,963.00
3	REMOVE SIDEWALK	SY	60	\$2.00	\$120.00
4	REMOVE MEDIAN SURFACING	SY	232	\$2.00	\$464.00
5	REMOVE 12" OR SMALLER SEWER PIPE	LF	526	\$11.00	\$5,786.00
6	REMOVE 15" TO 18" SEWER PIPE	LF	311	\$15.00	\$4,665.00
7	REMOVE 48" SEWER PIPE	LF	418	\$30.00	\$12,540.00
8	REMOVE 54" SEWER PIPE	LF	53	\$35.00	\$1,855.00
9	REMOVE MANHOLE	EA	3	\$800.00	\$2,400.00
10	REMOVE FLARED END SECTION OVER 36" TO 48"	EA	1	\$250.00	\$250.00
11	REMOVE FLARED END SECTION OVER 48" TO 60"	EA	1	\$300.00	\$300.00
12	REMOVE LIGHT POLE	EA	2	\$500.00	\$1,000.00
13	REMOVE AREA INLET	EA	1	\$750.00	\$750.00
14	REMOVE CURB INLET	EA	3	\$750.00	\$2,250.00
15	REMOVE SIGN	EA	2	\$125.00	\$250.00
16	REMOVE FENCE	LF	856	\$5.00	\$4,280.00
17	REMOVE SEGMENTAL RETAINING WALL	SF	2883	\$2.50	\$7,207.50
18	SAW CUT - FULL DEPTH	LF	552	\$3.75	\$2,070.00
19	EXCAVATION - ON SITE	CY	18775	\$4.00	\$75,100.00
20	EXCAVATION - HAULOFF	CY	7055	\$10.00	\$70,550.00
21	TEMPORARY CONTRACTOR ACCESS ROAD	SY	5940	\$10.00	\$59,400.00
22	TEMPORARY 8-INCH SURFACING	SY	917	\$40.00	\$36,680.00
23	RECONSTRUCT MANHOLE TO GRADE	VF	24	\$600.00	\$14,400.00
24	ADJUST MANHOLE TO GRADE	EA	2	\$600.00	\$1,200.00
25	ADJUST INLET TO GRADE	EA	2	\$800.00	\$1,600.00
26	CONSTRUCT 6-INCH CONCRETE PAVEMENT (TYPE L65)	SY	5058	\$40.00	\$202,320.00
27	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L68)	SY	13168	\$40.00	\$526,720.00
28	CONSTRUCT 8-INCH COMBINATION CURB AND GUTTER	LF	304	\$25.00	\$7,600.00
29	CONSTRUCT 8-INCH IMPRINTED CONCRETE SURFACING	SF	3796	\$7.00	\$26,572.00
30	CONSTRUCT 4-INCH PCC SIDEWALK	SF	5145	\$5.00	\$25,725.00
31	CONSTRUCT 6-INCH CONCRETE MEDIAN SURFACING	SF	1082	\$4.00	\$4,328.00
32	CONSTRUCT CONCRETE CURB RAMP	SF	416	\$13.00	\$5,408.00
33	ARMOR-TILE DETECTABLE WARNING PANELS	SF	71	\$22.00	\$1,562.00
34	RETAINING WALL	SF	4166	\$60.00	\$249,960.00
35	CONSTRUCT SMALL BLOCK RETAINING WALL	SF	382	\$26.00	\$9,950.00
36	CONSTRUCT 48" CHAIN LINK FENCE	LF	539	\$25.00	\$13,475.00
37	CONSTRUCT CURB WALL	SF	503	\$15.00	\$7,545.00
38	CONSTRUCT BOLLARD	EA	3	\$800.00	\$1,800.00
39	AGGREGATE BEDDING FOR 12" STORM SEWER PIPE	LF	38	\$7.00	\$266.00
40	AGGREGATE BEDDING FOR 15" STORM SEWER PIPE	LF	382	\$7.50	\$2,865.00
41	AGGREGATE BEDDING FOR 18" STORM SEWER PIPE	LF	839	\$8.50	\$7,131.50
42	AGGREGATE BEDDING FOR 24" STORM SEWER PIPE	LF	932	\$9.50	\$8,854.00
43	AGGREGATE BEDDING FOR 30" STORM SEWER PIPE	LF	1110	\$12.00	\$13,320.00
44	AGGREGATE BEDDING FOR 36" STORM SEWER PIPE	LF	957	\$15.00	\$14,355.00
45	AGGREGATE BEDDING FOR 42" STORM SEWER PIPE	LF	899	\$17.00	\$15,283.00
46	AGGREGATE BEDDING FOR 54" STORM SEWER PIPE	LF	484	\$17.50	\$8,470.00
47	CONSTRUCT 6" HDPE STORM SEWER PIPE	LF	24	\$15.00	\$360.00
48	CONSTRUCT 10" HDPE STORM SEWER PIPE	LF	54	\$15.00	\$810.00
49	CONSTRUCT 12" HDPE STORM SEWER PIPE	LF	38	\$15.00	\$570.00
50	CONSTRUCT 15" HDPE STORM SEWER PIPE	LF	60	\$21.25	\$1,275.00
51	CONSTRUCT 18" HDPE STORM SEWER PIPE	LF	25	\$30.00	\$750.00
52	CONSTRUCT 24" HDPE STORM SEWER PIPE	LF	30	\$40.00	\$1,200.00
53	CONSTRUCT 15" RCP, CLASS III	LF	322	\$46.00	\$14,812.00
54	CONSTRUCT 18" RCP, CLASS III	LF	814	\$50.00	\$40,700.00
55	CONSTRUCT 24" RCP, CLASS III	LF	902	\$60.00	\$54,120.00
56	CONSTRUCT 30" RCP, CLASS III	LF	1110	\$75.00	\$83,250.00
57	CONSTRUCT 36" RCP, D(0.01) = 1350	LF	1113	\$110.00	\$122,430.00
58	CONSTRUCT 42" RCP, D(0.01) = 1350	LF	899	\$125.00	\$112,375.00
59	CONSTRUCT 54" RCP, D(0.01) = 1350 (OR HDPE)	LF	484	\$200.00	\$96,800.00
60	CONSTRUCT 36" CONCRETE COLLAR	EA	1	\$350.00	\$350.00
61	CONSTRUCT 54" I.D. STORM MANHOLE	VF	71	\$450.00	\$31,920.00
62	CONSTRUCT 60" I.D. STORM MANHOLE	VF	44	\$500.00	\$22,000.00
63	CONSTRUCT 72" I.D. STORM MANHOLE	VF	34	\$550.00	\$18,700.00
64	CONSTRUCT 84" I.D. STORM MANHOLE	VF	87	\$600.00	\$51,960.00
65	CONSTRUCT 96" I.D. STORM MANHOLE	VF	136	\$750.00	\$101,950.00
66	CONSTRUCT TYPE "C" MANHOLE - NDOR STANDARD PLAN 435-R1	EA	1	\$6,000.00	\$6,000.00
67	PREPARATION OF STRUCTURE	LS	1	\$5,000.00	\$5,000.00

ITEM No.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
68	CONSTRUCT 24" RC FLARED END SECTION	EA	2	\$325.00	\$650.00
69	CONSTRUCT 36" RC FLARED END SECTION	EA	1	\$650.00	\$650.00
70	CONSTRUCT 42" RC FLARED END SECTION	EA	2	\$1,000.00	\$2,000.00
71	CONSTRUCT REINFORCED CURB INLET - TYPE III	EA	1	\$4,000.00	\$4,000.00
72	CONSTRUCT CURB INLET - TYPE I	EA	3	\$2,500.00	\$7,500.00
73	CONSTRUCT CURB INLET - TYPE III	EA	4	\$3,000.00	\$12,000.00
74	CONSTRUCT CURB INLET - TYPE IV	EA	5	\$2,800.00	\$14,000.00
75	CONSTRUCT GRATED INLET - TYPE "SADDLE CREEK" INLET - DOUBLE	EA	11	\$3,500.00	\$38,500.00
76	CONSTRUCT AREA INLET - TYPE I	EA	1	\$3,500.00	\$3,500.00
77	INSTALL FILTERRA INLET	EA	3	\$16,000.00	\$48,000.00
78	AGGREGATE BEDDING FOR 6" SANITARY SEWER PIPE	LF	709	\$3.00	\$2,127.00
79	AGGREGATE BEDDING FOR 8" SANITARY SEWER PIPE	LF	1779	\$7.00	\$12,453.00
80	AGGREGATE BEDDING FOR 10" SANITARY SEWER PIPE	LF	627	\$7.00	\$4,389.00
81	CONSTRUCT 6" PVC SANITARY SEWER PIPE	LF	709	\$20.00	\$14,180.00
82	CONSTRUCT 8" PVC SANITARY SEWER PIPE	LF	1779	\$25.00	\$44,475.00
83	CONSTRUCT 10" PVC SANITARY SEWER PIPE	LF	163	\$32.00	\$5,216.00
84	CONSTRUCT 10" DIP SANITARY SEWER PIPE	LF	464	\$41.00	\$19,024.00
85	CONSTRUCT 8"x8" WYE	EA	1	\$100.00	\$100.00
86	CONSTRUCT 6" CLEANOUT	EA	1	\$950.00	\$950.00
87	INSTALL EXTERNAL FRAME SEAL	EA	60	\$500.00	\$30,000.00
88	CONNECT SANITARY SEWER MANHOLE TAP	EA	3	\$1,500.00	\$4,500.00
89	CONSTRUCT 54" I.D. SANITARY MANHOLE	VF	160	\$450.00	\$71,900.50
90	CONSTRUCT RIPRAP - TYPE "B"	TONS	193	\$50.00	\$9,650.00
91	1" DIA. SCH 40 PVC IN TRENCH	LF	12380	\$5.00	\$61,900.00
92	#8 AWG STRANDED COPPER WIRE W/ THWN INSUL.	LF	18590	\$0.50	\$9,295.00
93	LED GLOBE POST TOP LUMINAIRE W/ TAPERED STEEL POLE AND CONC. BASE	EA	66	\$6,000.00	\$396,000.00
94	ELECTRIAL HANDHOLE/PULLBOX	EA	14	\$750.00	\$10,500.00
95	LIGHTING SERVICE CABINET	EA	1	\$6,000.00	\$6,000.00
96	PERMANENT PAINT MARKING - 4" WHITE	LF	4736	\$1.00	\$4,736.00
97	PERMANENT PAINT MARKING - 5" YELLOW	LF	325	\$1.00	\$325.00
98	PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE, GROOVED	LF	997	\$3.15	\$3,140.55
99	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 12" WHITE, GROOVED	LF	80	\$9.00	\$720.00
100	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 24" WHITE, GROOVED	LF	282	\$28.00	\$7,896.00
101	PERMANENT PREFORMED MARKING TAPE SYMBOL - WHITE DIRECTIONAL LEFT ARROW, GROOVED	EA	4	\$600.00	\$2,400.00
102	PERMANENT PREFORMED MARKING TAPE SYMBOL - WHITE DIRECTIONAL RIGHT ARROW, GROOVED	EA	3	\$600.00	\$1,800.00
103	ADA STALL PAVEMENT MARKING SYMBOL	EA	7	\$200.00	\$1,400.00
104	REMOVE MARKING LINES - 5" WHITE	LF	62	\$3.00	\$186.00
105	REMOVE MARKING LINES - 12" WHITE	LF	40	\$3.00	\$120.00
106	REMOVE MARKING LINES - 24" WHITE	LF	120	\$3.00	\$360.00
107	REMOVE MARKING SYMBOL - DIRECTIONAL ARROW	EA	2	\$100.00	\$200.00
108	INSTALL TRAFFIC POSTS AND SIGNS, CONTRACTOR PROVIDED	LS	1	\$17,000.00	\$17,000.00
109	TRAFFIC CONTROL ITEMS	LS	1	\$15,000.00	\$15,000.00
110	INSTALL SEEDING (COVER CROP)	AC	2.08	\$200.00	\$416.00
111	INSTALL SEEDING (NATIVE MIX)	AC	0.40	\$2,000.00	\$800.00
112	INSTALL SEEDING TURF (EROSION CONTROL TYPE 2)	AC	6.09	\$7,000.00	\$42,630.00
113	INSTALL INLET PROTECTION	EA	20	\$200.00	\$4,000.00
114	INSTALL EROSION CHECK (WATTLE)	LF	3077	\$3.00	\$9,231.00
115	INSTALL SODDING	SY	185	\$8.00	\$1,480.00
116	INSTALL SILT FENCE	LF	480	\$4.00	\$1,920.00
117	INSTALL FLEXAMAT	SY	174	\$90.00	\$15,660.00
118	INSTALL TURF REINFORCEMENT MAT (TYPE A)	SY	2405	\$10.00	\$24,050.00
119	INSTALL SAFI BAFFLE	EA	3	\$5,300.00	\$15,900.00
120	INSTALL SNOOT	EA	1	\$7,000.00	\$7,000.00
121	INSTALL 18" I.D. PRESERVER	EA	1	\$2,600.00	\$2,600.00
122	INSTALL 24" I.D. PRESERVER	EA	1	\$2,600.00	\$2,600.00
123	INSTALL 30" I.D. PRESERVER	EA	1	\$4,400.00	\$4,400.00
124	INSTALL 36" I.D. SKIMMER	EA	1	\$3,900.00	\$3,900.00
125	CONSTRUCT WATER QUALITY STRUCTURE	LS	1	\$6,000.00	\$6,000.00
126	INSTALL CONSTRUCTION ENTRANCE	EA	2	\$2,000.00	\$4,000.00
127	RENTAL OF LOADER, FULLY OPERATED	HR	20	\$100.00	\$2,000.00
128	RENTAL OF BACKHOE, FULLY OPERATED	HR	20	\$100.00	\$2,000.00
129	RENTAL OF DUMP TRUCK, FULLY OPERATED	HR	20	\$100.00	\$2,000.00
130	RENTAL OF SKID LOADER, FULLY OPERATED	HR	20	\$100.00	\$2,000.00
131	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	HR	20	\$150.00	\$3,000.00
132	RENTAL OF VACUUM TRUCK, FULLY OPERATED	HR	20	\$250.00	\$5,000.00
	SUBTOTAL				\$3,487,161.05
	CONTINGENCIES @ 5%				\$174,358.05
	OPINION OF CONSTRUCTION COSTS				\$3,661,519.10
A1	CONSTRUCT 36" HDPE STORM SEWER PIPE	LF	157	\$45.00	\$7,065.00

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDING THE COMPENSATION ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

An ordinance has been prepared to amend the compensation ordinance to reflect the position reclassification from Human Resources Manager to Human Resources Director.

**FISCAL IMPACT**

The recommended FY18 budget includes funding.

**RECOMMENDATION**

Approval

**BACKGROUND**

On June 20, 2017 the City Council was provided with a job description for a Human Resources Director position. As a follow up, the compensation ordinance is being amended to reflect this change.

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

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$8,000 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$16,000 per year.

Section 3. City Administrator. The compensation of the City Administrator shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be established by contractual agreement.

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules of Table 200, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. City Administrator/Dir. Community Services	215
City Clerk	205
City Engineer	210
Community Development Director	210
Director of Administrative Services	215
Finance Director	210
Fire Chief	190
Human Resources Director	210
Library Director	205
Police Chief/Director of Public Safety	215
Director of Public Works	215
Recreation Director	205

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. to City Administrator	175
Asst. Recreation Director	180
Building Superintendent	180
Chief Building Official	180
Community Relations Coordinator	175
Human Resources Generalist	165
Human Resources Manager	180
Librarian II – Inter-Library Loan/Public Services	160
Librarian III	175
Park Superintendent	180
Deputy Director Public Works	205
Planner	175
Police Captain	205
Police Records Manager/Office Manager	165
Program Coordinator	160
Street Superintendent	180

Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in

accordance with the schedules of Table 100 and Table 400, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Range
Accounting Clerk	130
Administrative Assistant III	140
Mechanic	140
Building Inspector I	140
Building Inspector II	160
Building Maintenance Worker I	130
Building Maintenance Worker II	140
Code Enforcement Officer	160
Executive Assistant	165
Building Technician	165
Librarian II – Computer/Reference Services	160
Librarian I	140
Maintenance Worker I	130
Maintenance Worker II	140
Park Foreman	165
Permit Technician	125
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	120
Administrative Assistant II	130
Administrative Assistant I	120
Sewer Foreman	165
Street Foreman	165
Shop Foreman	165

**Section 7. Part-Time and Temporary Employees.** The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	
Accountant	165
Assistant Pool Manager	100
Circulation Clerk I	100
Circulation Clerk II	115
Custodian	105
Evidence Technician	130
Clerical Assistant/Receptionist	115
Intern/Special Projects	115
Lifeguard	100
Pool Manager	110
Recreation Supervisor	100
Seasonal GC Clubhouse & Grounds	100
Seasonal PW All Divisions 1-5 Years	100
Seasonal PW All Divisions 5+ Years	110
Shop Assistant	100
Special Services Bus Driver	110
Temporary/PT Professional (PW)	160

Part-time employees shall receive no benefits other than salary or such benefits as established in accordance with such rules as have been or may be established by Resolution of the City Council:

**Section 8. Pay for Performance.** Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Table 100 and 200 of Section 21 of this Ordinance. The base factor for fiscal year 2017 shall be set at three percent (3%). For Fiscal year 2018 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

**Section 9. Legal Counsel.** Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

**Section 10. Engineers.** Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

**Section 11. Longevity Pay.** Employees of the City in the positions set forth in Section 3 and Table 400 of this Ordinance shall receive longevity pay in an amount equal to the following percentage of the hourly rate set forth in Section 3 and Table 400 of this Ordinance, rounded to the nearest whole cent:

<u>Length of Service</u>	<u>Allowance Per Hour</u>
Over 7 Years	2.00% (or .02)
Over 10 Years	2.75% (or .0275)
Over 15 Years	4.00% (or .04)
Over 20 Years	4.50% (or .0450)

**Section 12. Health, Dental Life and Long Term Disability Insurance.** Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

**Section 13. Establishment of Shifts.** The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

**Section 14. Special Provisions.**

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2014 through September 30, 2018," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith, and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full time employees.
- C. Subject to subsection 14.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours over time pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.
- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid

overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 16 of this Ordinance.

- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$150.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked over forty in the pay periods that encompass the annual La Vista Days celebration, except, that if an employee uses any sick leave, vacation leave, personal leave, or comp time during the corresponding pay periods, such leave time shall offset any overtime earned. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.
- J. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective

Section 15. Pay for Unused Sick Leave Upon Retirement or Death. Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

A regular full-time employee's unused sick leave shall also be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within two years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee filed with the City Clerk a written designation of his or her estate as beneficiary of such payment.

Section 16. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 17. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works

employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 18. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 19. Vacation Leave. Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall not be used in installments of less than one hour. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the work day.

Section 20. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 14, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

## Section 21. Wage Tables.

<b>Table 100</b>					
<b>Salaried Exempt Employees</b>					
<b>Hourly Non-Exempt Employees</b>					
<b>Rate</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Rate</b>	<b>Minimum</b>	<b>Maximum</b>
<b>100 Pay Grade</b>			<b>140 Pay Grade</b>		
Hourly	\$ 10.50	\$ 13.65	Hourly	\$ 17.20	\$ 24.25
Monthly	\$ 1,820	\$ 2,366	Monthly	\$ 2,981	\$ 4,203
Annually	\$ 21,840	\$ 28,392	Annually	\$ 35,776	\$ 50,440
<b>105 Pay Grade</b>			<b>160 Pay Grade</b>		
Hourly	\$ 12.05	\$ 15.67	Hourly	\$ 22.21	\$ 28.60
Monthly	\$ 2,088.67	\$ 2,716.13	Monthly	\$ 3,850	\$ 4,957
Annually	\$25,064.00	\$ 32,593.60	Annually	\$ 46,197	\$ 59,488
<b>110 Pay Grade</b>			<b>165 Pay Grade</b>		
Hourly	\$ 12.47	\$ 16.23	Hourly	\$ 23.16	\$ 29.37
Monthly	\$ 2,161.47	\$ 2,813.20	Monthly	\$ 4,014	\$ 5,091
Annually	\$25,937.60	\$ 33,758.40	Annually	\$ 48,173	\$ 61,090
<b>115 Pay Grade</b>			<b>175 Pay Grade</b>		
Hourly	\$ 13.10	\$ 17.03	Hourly	\$ 26.54	\$ 34.02
Monthly	\$ 2,270.67	\$ 2,951.87	Monthly	\$ 4,600	\$ 5,897
Annually	\$27,248.00	\$ 35,422.40	Annually	\$ 55,203	\$ 70,762
<b>120 Pay Grade</b>			<b>180 Pay Grade</b>		
Hourly	\$ 14.95	\$ 20.18	Hourly	\$ 29.11	\$ 37.92
Monthly	\$ 2,591.33	\$ 3,497.87	Monthly	\$ 5,046	\$ 6,573
Annually	\$31,096.00	\$ 41,974.40	Annually	\$ 60,549	\$ 78,874
<b>130 Pay Grade</b>					
Hourly	\$ 15.64	\$ 22.05			
Monthly	\$ 2,710.93	\$ 3,822.00			
Annually	\$32,531.20	\$ 45,864.00			

Table 200 Management Exempt Employees		
Rate	Minimum	Maximum
205 Pay Grade		
Hourly	\$ 36.34	\$ 50.59
Monthly	\$ 6,299	\$ 8,769
Annually	\$ 75,587	\$ 105,227
210 Pay Grade		
Hourly	\$ 38.62	\$ 54.92
Monthly	\$ 6,694	\$ 9,519
Annually	\$ 80,330	\$ 114,234
215 Pay Grade		
Hourly	\$ 42.66	\$ 64.00
Monthly	\$ 7,394	\$ 11,093
Annually	\$ 88,733	\$ 133,120

Table 400 FOP Collective Bargaining Hourly Non-Exempt						
Rate	A	B	C	D	E	F
426 Pay Grade						
Hourly				\$35.96	\$37.46	\$39.84
Monthly				\$ 6,233	\$ 6,493	\$ 6,906
Annually				\$74,797	\$77,917	\$82,867
423 Pay Grade						
Hourly	\$ 23.58	\$ 25.17	\$ 27.66	\$ 29.28	\$ 31.96	\$ 33.62
Monthly	\$ 4,087	\$ 4,363	\$ 4,794	\$ 5,075	\$ 5,540	\$ 5,827
Annually	\$ 49,046	\$ 52,354	\$ 57,533	\$ 60,902	\$ 66,477	\$ 69,930

Section 22. Repeal of Ordinance No. 42951303. Ordinance No. 4295-1303 originally passed and approved on the 6th 7th day of September March, 2016-2017 is hereby repealed.

Section 23. Effective Date. This Ordinance shall take effect after its passage, approval and publication as provided by law.

Section 24. This Ordinance shall be published in pamphlet form and take effect as provided by law

PASSED AND APPROVED THIS 7TH 5TH DAY OF MARCH JULY, 2017

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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