

# MINUTE RECORD

A-2

No. 729 -- REDFELD & COMPANY, INC. QUAMM E1310556LD

## LA VISTA CITY COUNCIL MEETING JULY 2, 2018

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on July 2, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Also in attendance were City Attorney McKeon, City Administrator Gunn, City Clerk Buethe, Police Captain Waugh, Assistant Director of Public Works Calentine, Community Development Director Birch, City Engineer Kottmann, Library Director Barcal, Director of Administrative Services Pokorny, and Recreation Director Stopak.

A notice of the meeting was given in advance thereof by publication in the Times on June 20, 2018. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 19, 2018 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT - RDG PLANNING & DESIGN - PROFESSIONAL SERVICES - CIVIC CENTER PARK PHASE 1 - \$5,586.61
4. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. - PROFESSIONAL SERVICES - GOLF COURSE TRANSFORMATION - PROPOSED LAKE IMPROVEMENTS - \$6,137.95
5. REQUEST FOR PAYMENT - DLR GROUP - PROFESSIONAL SERVICES - CITY CENTRE PARKING FACILITY - \$1,700.00
6. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL SERVICES - 84<sup>TH</sup> STREET REDEVELOPMENT SITE PREPARATION - \$399.00
7. REQUEST FOR PAYMENT - YANO'S NURSERY - THOMPSON CREEK MAINTENANCE - \$5,000.00
8. RESOLUTION 18-091 - CHANGE ORDER FOR ROOF REPAIR AT CITY HALL AND COMMUNITY CENTER - \$6,955.00

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A CHANGE ORDER FOR THE REPAIR AND RECOAT OF THE BARREL PORTIONS OF THE ROOF FOR THE CITY HALL AND COMMUNITY CENTER BUILDING TO AN AMOUNT NOT TO EXCEED \$64,703.00.

WHEREAS, the City Council of the City of La Vista has determined that repair and recoat of the roof on the City Hall and Community Center Building is necessary; and

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

WHEREAS, three estimates were received; and

WHEREAS, Elevate Roofing, Denison, Iowa has submitted the low qualified bid; and

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

WHEREAS, Resolution 18-090, passed by City Council on June 19, 2018 approved a not to exceed price of \$57,748.00 which was a portion of the quote.

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NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize a change order for the repair and recoat of the barrel portions of the roof for the City Hall and Community Center building to an amount not to exceed \$64,703.00.

## 9. APPROVAL OF CLAIMS

ACCO UNLIMITED CORP, supplies	\$332.00
ACCURATE TESTING INC, services	\$825.00
ALLY BANK, services	\$356.91
A-RELIEF, services	\$84.00
ASPHALT & CONCRETE MATERIALS, maint.	\$932.33
BARONE SECURITY SYSTEMS, services	\$126.00
BAUER BUILT TIRE, maint.	\$1,279.00
BAXTER CHRYSLER DODGE, maint.	\$47.32
BAXTER FORD, maint.	\$536.62
BISHOP BUSINESS EQUIPMENT, services	\$1,451.22
BLACK HILLS ENERGY, utilities	\$1,441.27
BOBCAT OF OMAHA, maint.	\$77.19
BOB'S RADIATOR REPAIR, maint.	\$128.00
CENTER POINT PUBLISHING, books	\$408.66
CENTURY LINK, phones	\$350.78
CENTURY LINK BUSN SVCS, phones	\$12.92
CIOX HEALTH, LLC, services	\$20.00
CITY OF OMAHA, services	\$186,143.83
CITY OF PAPILLION, services	\$175,777.00
COLIBRI SYSTEMS N.A., supplies	\$1,215.35
CONSOLIDATED MANAGEMENT, services	\$7.88
COX COMMUNICATIONS, services	\$147.03
CPS HUMAN RESOURCE SVCS, services	\$750.45
D & K PRODUCTS, bld&grnds	\$12.80
DAIKIN APPLIED, bld&grnds	\$1,763.67
DATASHIELD CORP, services	\$60.00
DEMCO INC, supplies	\$197.38
DESIGN WORKSHOP INC, services	\$394.63
DIAMOND VOGEL PAINTS, supplies	\$386.00
DILLON BROS HARLEY DAVIDSON, maint.	\$1,188.02
DOUGLAS COUNTY SHERIFF'S OFC, services	\$212.50
EDGEWEAR SCREEN PRINTING, apparel	\$85.60
EN POINTE TECHNOLOGIES SALES, services	\$308.77
ENTERPRISE FM TRUST, services	\$580.01
ESSENTIAL SCREENS, services	\$52.50
EXPRESS DISTRIBUTION LLC, supplies	\$614.29
FILTER CARE, maint.	\$24.80
FIRST NATIONAL BANK FREMONT, bonds	\$16,455,595.35
FIRST WIRELESS INC, supplies	\$96.80
GALE, books	\$126.70
GRAINGER, bld&grnds	\$88.45
GREATAMERICA FINANCIAL, services	\$805.00
GREY HOUSE PUBLISHING, books	\$164.00
HDR ENGINEERING INC, services	\$18,345.37
HEARTLAND TIRES AND TREADS, maint.	\$350.48
HERITAGE CRYSTAL CLEAN, maint.	\$687.05
HOME DEPOT, bld& grds	\$130.21
INGRAM LIBRARY SERVICES, books	\$528.07
J & J SMALL ENGINE, services	\$53,003.00
LERNER PUBLISHING GROUP, books	\$38.22
LOGAN CONTRACTORS SUPPLY, maint.	\$289.10
LOU'S SPORTING GOODS, supplies	\$120.00
L-TRON CORP, services	\$12,454.54

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MARCO INC, services	\$110.84
MARK A KLINKER, services	\$17.00
MARTIN MARIETTA AGGREGATES, services	\$219.05
MAX I WALKER, services	\$657.50
MENARDS-RALSTON, bld&grnds	\$87.95
MUD, utilities	\$12,080.89
MIDWEST RIGHT OF WAY, services	\$85.00
MIDWEST TAPE, media	\$81.35
MNJ TECHNOLOGIES, services	\$1,004.00
MONARCH OIL INC, maint.	\$532.80
NAT'L EVERYTHING WHOLESale, supplies	\$794.84
NE DEPT OF REVENUE, sales tax	\$962.90
NE LAW ENFORCEMENT, services	\$604.00
NEBRASKA MUNICIPAL CLERKS ASSN, services	\$45.00
NETWORKFLEET, INC, maint.	\$59.90
NOBBIES INC, supplies	\$84.88
NUTS AND BOLTS INC, bld&grnds	\$5.05
OCLC INC, services	\$149.77
ODEY'S INC, bld&grnds	\$1,712.00
OFFICE DEPOT INC, supplies	\$224.22
OMAHA COMPOUND CO, supplies	\$65.48
OMAHA TACTICAL LLC, services	\$539.00
OMNI, maint.	\$271.28
PAPILLION TIRE INC, maint.	\$101.95
PAPIO VALLEY NURSERY, services	\$301.00
PEPSI COLA CO, supplies	\$1,025.04
PLAINS EQUIPMENT GROUP, maint.	\$607.65
RDG PLANNING & DESIGN, services	\$4,659.07
READY MIXED CONCRETE CO, maint.	\$374.78
REAL PRINCESSES OMAHA, services	\$120.00
ROBERT D COCO, refund	\$22.00
RON TURLEY ASSOCIATES INC, services	\$1,700.00
ROTELLA'S ITALIAN BAKERY, supplies	\$68.90
SAPP BROS PETROLEUM INC, services	\$719.20
SCHEMMER ASSOCIATES INC, services	\$600.00
SHAMROCK CONCRETE CO, maint.	\$368.07
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$447.82
SUN COUNTRY DISTRIBUTING LTD, supplies	\$21.76
SWAIN CONSTRUCTION INC, services	\$11,002.12
TED'S MOWER SALES, services	\$8.00
TOSHIBA FINANCIAL, services	\$127.40
TRUCK CENTER COMPANIES, maint.	\$208.16
TURFWERKS, services	\$32,159.65
UNITED PARCEL, services	\$13.23
UTILITY EQUIPMENT CO, supplies	\$58.48
VAL VERDE ANIMAL HOSPITAL INC, services	\$79.24
VERIZON WIRELESS, phones	\$209.14
VIERREGGER ELECTRIC CO, services	\$1,946.96
WAL-MART, supplies	\$3,445.28
WHITE CAP CONSTR, bld&grnds	\$34.95
WICK'S STERLING TRUCKS INC, maint.	\$2,131.07
ZEE MEDICAL SERVICE, supplies	\$282.69

Councilmember Hale made a motion to approve the consent agenda. Seconded by Councilmember Frederick. Councilmember Sell reviewed the bills and had informed staff everything was in order. City Attorney McKeon stated that the language in paragraph 11 regarding arbitration of the agreement in A-8 would be deleted. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

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## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

Director of Administrative Services Pokorny reported that the Department of Revenue has completed an audit of La Vista Keno for October 1, 2014 through September 30, 2015. They auditors found everything in compliance.

Assistant Director of Public Works Calentine reported that they expect to receive the new asphalt hot box at the end of this week or first part of next week. The Public Works Department has almost doubled the amount of patching materials used year to date compared to last year.

## **B. RESOLUTION – APPROVAL – SATELLITE KENO LOCATION – PLAYMAKERS PIZZERIA & SPORTS GRILL**

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 18-092 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME AT PLAYMAKERS ENTERTAINMENT GRP LLC, D/B/A PLAYMAKERS PIZZERIA & SPORTS GRILL, 12744 WESTPORT PKWY SUITE 1A, LA VISTA, NEBRASKA EFFECTIVE UPON RECEIPT OF THE KENO LICENSE FROM STATE.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, and assigned and assumed to and by LVK Holdings LLC on April 5 2016 requires LVK Holdings LLC to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, LVK Holdings LLC has proposed a satellite location for the City's keno lottery game at Playmakers Entertainment GRP LLC dba Playmakers Pizzeria & Sports Grill, located at 12744 Westport Pkwy Suite 1A, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated April 30, 2018, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at Playmakers Pizzeria & Sports Grill, located at 12744 Westport Pkwy Suite 1A, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location for the City's keno lottery game at Playmakers Pizzeria & Sports Grill, located at 12744 Westport Pkwy Suite 1A, La Vista NE, and further approve the owner and operator thereof, Playmakers Entertainment GRP LLC, effective upon receipt of the keno license from that State and subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, Playmakers Entertainment GRP, LLC, or any membership interest of Playmakers Entertainment GRP, LLC, shall require prior written approval of the City of La Vista;

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- c. The satellite, Playmakers Entertainment GRP, LLC and members of Playmakers Entertainment GRP, LLC shall be bound by the Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC and owe to LVK Holdings LLC all responsibilities and obligations which LVK Holdings LLC and its owner by said Lottery Operator Agreement, as secured, owe to the City of La Vista. The City of La Vista shall be a beneficiary entitled to enforce such responsibilities and obligations of the satellite, Playmakers Entertainment GRP, LLC and its members;
- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;
- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;
- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that, in addition to devices for satellite keno, the following gambling devices are hereby authorized at the satellite premises pursuant to Section 2(H) of the Ordinance: pickle card device.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

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

## **C. RESOLUTION - REPLACE WALK-IN DOORS - PUBLIC WORKS AND PARKS FACILITIES**

Councilmember Crawford introduced and moved for the adoption of Resolution No.18-093 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACCEPT THE QUOTE FOR THE REPLACEMENT OF WALK-IN DOORS AT THE PUBLIC WORKS AND PARKS FACILITIES FROM NEBRASKA/IOWA DOOR SERVICES, OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$22,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of walk-in doors at the Public Works and Parks facilities is necessary; and

WHEREAS, the FY17/18 Biennial Budget 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 purchase over \$5,000.00.

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NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby accept the quote for the replacement of walk-in doors at the Public Works and Parks facilities from Nebraska/Iowa Door Services, Omaha, Nebraska in an amount not to exceed \$22,000.00.

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

## **D. RESOLUTION – AUTHORIZE – COMMUNITY INTEREST AND OPINION SURVEY**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 18-094 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING ETC INSTITUTE, OLATHE, KANSAS TO ADMINISTER, ANALYZE AND REPORT RESULTS FROM A COMMUNITY INTEREST AND OPINION SURVEY IN AN AMOUNT NOT TO EXCEED \$16,520.

WHEREAS, the Mayor and City Council have identified the need to support and improve the City's unique, high-quality community events and cultural services for residents and visitors; and improve the availability and effectiveness of recreational, athletic, educational, and park services; and

WHEREAS, the City Council of the City of La Vista has also determined, in order to effectively target improvements to service, quality and availability, as well as ensure the adequacy of facilities, a comprehensive analysis of citizens; needs and preferences is warranted.

WHEREAS, the FY17/18 Biennial Budget provides funding for a community survey; 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, do hereby authorize ETC Institute, Olathe, Kansas to administer, analyze and report results from a community interest and opinion survey in an amount not to exceed \$16,520.

Seconded by Councilmember Hale. There was Council discussion regarding proportionate responses, subareas, and demographics. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **COMMENTS FROM MAYOR AND COUNCIL**

There were no comments from Mayor and Council.

At 6:16 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

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PASSED AND APPROVED THIS 17TH DAY OF JULY 2018.

CITY OF LA VISTA

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

ATTEST:

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



**CITY OF LA VISTA**  
**8116 PARK VIEW BOULEVARD**  
**LA VISTA, NE 68128**  
**P: (402) 331-4343**

**COPY**

**PLANNING COMMISSION MINUTES**  
**JUNE 21, 2018-7:00 P.M.**

The City of La Vista Planning Commission held a meeting on Thursday, June 21st, 2018 in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Tom Miller called the meeting to order at 7:00 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, John Gahan, Kevin Wetuski, Kathleen Alexander, and Tom Miller. Members absent were: Jason Dale, Harold Sargus and Mike Circo. Also in attendance were Chris Solberg, City Planner; Meghan Engberg, Permit Technician; and John Kottmann, City Engineer.

Legal notice of the public meeting and hearing were posted, distributed and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

**1. Call to Order**

The meeting was called to order by Chairman Miller at 7:00 p.m. Copies of the agenda and staff reports were made available to the public.

**2. Approval of Meeting Minutes – April 19, 2018**

*Krzywicki* moved, seconded by *Malmquist*, to approve the April 19<sup>th</sup> minutes. **Ayes: Alexander, Gahan, Krzywicki, Miller, Malmquist, and Wetuski. Nays: None. Abstain: None. Absent: Dale, Sargus and Circo. Motion Carried, (6-0)**

**3. Old Business**

*None.*

**4. New Business**

**A. Conditional Use Permit: Home Occupation, Puppyland, LLC**

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, Puppyland, LLC, is requesting a Conditional Use Permit to allow Home Occupation – Dog Daycare/Training at 7505 Thorn Apple Lane. The applicant proposes to run a dog daycare/dog training business that specializes in service dogs from her home. Staff recommends the approval for the Conditional Use Permit for Puppyland, LLC as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.
- ii. **Applicant Presentation:** Cindy and David Bates, owners of Puppyland, came up and spoke. They brought up a visual aid showing some of the dogs that they work with and told stories about the dogs that they take care of. Cindy said that Puppyland



takes care of dogs from puppies to seniors, from all challenges. They specialize in the support service from CGC, to therapy dogs, to companion and emotional support dogs, along with the true and authentic service dog. They would like to continue having the in-home care that they give to keep all the dogs balanced in their transitions from home, to them, and back to home. She said that when it comes to any type of service dog, they cannot go to any normal facility that is free range for everyone because they can pick up bad habits. They keep their training program with controlled socialization, they just do not let them run amok. Safety is very important to them as well as cleanliness, they also keep things very quiet. Cindy talked about how she also travels to various states to train dogs. She mentioned that there were neighbors and clientele there in support of her business and had letters from those who were unable to make it to the meeting. She said that they would like to stay working with the community and helping others save the dogs that they can.

Miller commented that Cindy had a lot of passion and seemed to be very good at what she does.

**iii. Public Hearing – Miller opened the public hearing.**

Seven people from the public, including a couple of neighbors, came up and spoke in favor of the applicant. They praised her cleanliness, quietness and the work she had done and continues to do for their dogs.

Miller closed the public hearing and asked for Commission comments and questions. He also wanted to make sure that they had received the revised CUP (that was placed on the desks of the Commission).

Malmquist asked what the difference was between the old version and the new version.

Solberg said that there are a couple of aspects that were carried over from the operational statement, even though condition "2a" references how the business needs to operate in relation to the operational statement (that is an exhibit to the CUP), they decided to put a little bit more into items "2e" and "2c" to address overnight stays.

Krzywicki said that he guessed with people having experience with her in this business before that she was operating without a permit and needed one and that's why she came to them.

Solberg said that that was correct. They were notified of her operation at the time and the Humane Society mentioned it to them and so they decided they needed to address it at that time because it was a home occupation that they did not know of.

They needed to make sure they were in compliance so they could continue to operate.

Krzywicki said that it was almost like they had a trial period before they came in for an application and that their neighbors are very supportive, which tells them that with the Conditional Use Permit that if they've already been operating the way they and continue to operate that way, with the proper permit, then they will continue to be good neighbors.

Malmquist said that if they have been operating several years without a permit and no complaints that it speaks well for them.

- iv. **Recommendation –Approval:** Malmquist moved, seconded by Alexander, to recommend the Conditional Use Permit for Puppyland, LLC be recommended for approval because it is consistent with the Comprehensive Plan and Zoning Ordinance. **Ayes:** *Alexander, Krzywicki, Miller, Malmquist, and Wetuski.* **Nays:** *Gahan.* **Abstain:** *None.* **Absent:** *Dale, Sargus and Circo.* **Motion Carried, (5-1)**

**B. Conditional Use Permit Amendment: Bobcat of Omaha**

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, Retreat Financial LLC, is requesting a Conditional Use Permit amendment to allow for a 8,104 square foot expansion to the main building for Bobcat of Omaha. This is to allow for the expansion of an existing Farm Implement Sales and Service operation on their existing site at Lot 1 Lakeview South II Replat 5. Staff recommends approval of the Conditional Use Permit for Retreat Financial, LLC as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.
- ii. **Applicant Presentation:** Jason Heinze came up and spoke on behalf of the applicant. He said that they have a current Conditional Use Permit to operate this business at that location. They aren't looking to change anything they are doing, but are wanting to expand at that location to add some additional office space and paving on that side.
- iii. **Public Hearing – Miller opened the public hearing.**

Miller closed public as no members of the public came forward.

Krzywicki asked Kottmann if he had any comments about the storm water retention on the plan.

Kottmann said that the plan does indicate modifying the existing storm water retention basins to make them larger to accommodate the expansion of the current impervious surface. Detailed reviews of those items would occur during a building permit review process, but conceptually he did not have any objections to what they're proposing.

- iv. **Recommendation – Approval:** Gahan moved, seconded by Malmquist to recommend that item 4B, the Conditional Use Permit for Bobcat Omaha, for approval to City Council, as it is consistent with the Comprehensive Plan and Zoning Ordinance. *Ayes: Alexander, Krzywicki, Miller, Malmquist, Gahan, and Wetuski. Nays: None. Abstain: None. Absent: Dale, Sargus and Circo. Motion Carried, (6-0)*

## **5. Comments from the Floor**

Cole Bockelmann, the new Community Development intern, came up and introduced himself.

## **6. Comments from the Planning Commission**

Krzywicki said that he didn't know how long the trees had been in along Park View, but that he wanted to commend whoever did the work. It was the first time that he had seen new trees planted where the mulch was put around the trees correctly.

Solberg said that Mulhall's planted them.

Malmquist said that she went to the open house for the new First National Bank and said that the building and lighting at night look nice.

Krzywicki asked if there was any more word on Chili's.

Solberg said that the developer is having ongoing conversation with Chili's. There are different levels between building ownership as well as franchisee and settling out an agreement with them. There are actually several agreements right now. They have to punch a road through their parking lot first, but eventually it's the developer's goal and Chili's goal to move Chili's somewhere within the development to keep them close by. The developer has plans, which the commission has seen, to put a different building in that location.

Krzywicki asked what they were grading for out by the sports facility.

Kottmann said that they are currently grading for 12 soccer fields.

Krzywicki asked if there was any infrastructure related to that.

Kottmann said potentially.

Gahan asked if everything operated well with the heavy rains that we've had the last week or two as far as the storm water drainage into the lagoons.

Solberg asked Gahan if he meant in the Civic Centre Park.

Gahan said yes.

Solberg said yes, for the most part. It's worked as it had since 1980. They had some little tweaks that they've had to do here and there with the grading contractor for the site. They are working towards hopefully getting a contractor for the next phase of the improvements for Civic Centre Park. If that can be completed, they are hoping it can be started some time this year.

Gahan asked if it would be the sidewalks through the park.

Solberg said that it would be a portion of the sidewalks through the park, some electrical conduit running through for eventual lights, and a good chunk of the irrigation. He said that there is a programmed aeration for the lake as well as a fountain as part of that project. That's phase 2 of the park project and there will be additional phases beyond that which will include additional sidewalks, final lighting, picnic shelters, etc. They are just waiting for other aspects to shake themselves out as far as the underpass and interface with the development.

Gahan asked if the aeration kept the water fresher and continually moving.

Solberg said that it keeps it moving to add oxygen back into the water, but that it also keeps it moving so you don't get moss buildup.

Krzywicki asked if there would be an intentional introduction of fish in the lakes.

Kottmann said there are no plans to put fish in the lake.

Krzywicki asked what the average depth of the lake would be.

Kottmann said that the average depth would be about 12 feet.

## **7. Comments from Staff**

Solberg said that they are working on final changes to the final draft of the Streetscape Plan. He said that they will likely see that coming along soon and is going through the approval process. He said that it came out really nice and that they got some really good public input out of it. He stated that once that plan is approved that they will be starting on the next phase, which is final design and phasing that (implementation) out. Solberg said that City Centre is moving forward. The Lot 15 building is under way and that the footings have been poured for the Lot 14 building, which is the building right up against the park.

Wetuski asked if they were able to get control of 84<sup>th</sup> Street.

Solberg said that they have submitted a letter to the NDOT requesting the release of our stretch of 84<sup>th</sup> Street from the highway system, but they have not heard a definitive response yet.

Gahan asked if Papillion had done the same.

Solberg said that he doesn't believe there's been any movement on that end. He believes they are doing research, from what he's heard, but no response on whether they want to or not.

## **8. Adjournment**

**Miller adjourned the meeting at 7:49 p.m.**

Reviewed by Planning Commission:

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Planning Commission Secretary

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Planning Commission Chairperson

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Approval Date

A-4

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2018**  
**67% of the Fiscal Year 2018**

**Preliminary**

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
General Fund	\$ 16,914,117	\$ 1,665,751	\$ 9,792,997	\$ (7,121,120)	58%
Sewer Fund	4,243,469	337,760	2,486,274	(1,757,195)	59%
Debt Service Fund	5,496,931	551,896	2,967,646	(2,529,285)	54%
Lottery Fund	1,395,461	99,176	786,354	(609,107)	56%
Economic Development Fund	30,060	15,963,483	16,556,770	16,526,710	
Off Street Parking Fund	514	-	-	(514)	0%
Redevelopment Fund	2,531,484	238,573	1,201,448	(1,330,036)	47%
Police Academy	80,012	-	80,000	(12)	100%
<b>Total Revenues</b>	<b>30,692,048</b>	<b>18,856,640</b>	<b>33,871,489</b>	<b>3,179,441</b>	<b>110%</b>

**EXPENDITURES**

General Fund	17,633,989	663,675	9,692,745	(7,941,244)	55%
Sewer Fund	3,644,947	262,587	1,315,435	(2,329,512)	36%
Debt Service Fund	4,481,471	28,009	2,351,064	(2,130,407)	52%
Lottery Fund	692,994	57,035	346,832	(346,162)	50%
Economic Development Fund	16,425,000	-	1,996,939	(14,428,061)	12%
Off Street Parking Fund	585,523	1,590	524,741	(60,782)	90%
Redevelopment Fund	1,025,825	15,985	11,746,695	10,720,870	
Police Academy	91,728	7,401	46,842	(44,886)	51%
<b>Total Expenditures</b>	<b>44,581,477</b>	<b>1,036,281</b>	<b>28,021,292</b>	<b>(16,560,185)</b>	<b>63%</b>

**REVENUES NET OF EXPENDITURES**

General Fund	(719,872)	1,002,076	100,253	820,125	
Sewer Fund	598,522	75,174	1,170,840	572,318	
Debt Service Fund	1,015,460	523,888	616,581	(398,879)	
Lottery Fund	702,467	42,141	439,522	(262,945)	
Economic Development Fund	(16,394,940)	15,963,483	14,559,831	30,954,771	
Off Street Parking Fund	(585,009)	(1,590)	(524,741)	60,268	
Redevelopment Fund	1,505,659	222,588	(10,545,247)	(12,050,906)	
Police Academy	(11,716)	(7,401)	33,158	44,874	
<b>Revenues Net of Expenditures</b>	<b>(13,889,429)</b>	<b>17,820,359</b>	<b>5,850,197</b>	<b>19,739,626</b>	

**Capital Improvement Program Fund**

<b>REVENUES</b>	117	-	-	(117)	0%
<b>EXPENDITURES</b>	28,044,751	418,691	3,497,647	(24,547,104)	12%
<b>REVENUES NET OF EXPENDITURES</b>	<b>(28,044,634)</b>	<b>(418,691)</b>	<b>(3,497,647)</b>	<b>24,546,987</b>	
<b>TRANSFERS IN &amp; BOND PROCEEDS</b>	<b>28,044,751</b>	<b>795,166</b>	<b>3,756,321</b>	<b>(24,288,430)</b>	13%
<b>Net Activity</b>	<b>117</b>	<b>376,475</b>	<b>258,675</b>	<b>258,558</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2018**  
**67% of the Fiscal Year 2018**

**Preliminary**

	<b><u>Budget</u></b> <b><u>(12 month)</u></b>	<b><u>MTD</u></b> <b><u>Actual</u></b>	<b><u>YTD</u></b> <b><u>Actual</u></b>	<b><u>Over(under)</u></b> <b><u>Budget</u></b>	<b><u>% of budget</u></b> <b><u>Used</u></b>
<b><u>TRANSFERS IN &amp; BOND PROCEEDS</u></b>					
General Fund	93,625	-	53,131	(40,494)	57%
Sewer Fund	-	-	3,143	3,143	0%
Debt Service Fund	-	-	-	-	-
Capital Improvement Program Fund	28,044,751	795,166	3,756,321	(24,288,430)	13%
Lottery Fund	-	-	-	-	-
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	-	526,191	(63,809)	89%
Redevelopment Fund	19,857,507	-	18,764,283	(1,093,224)	94%
Police Academy	20,000	-	-	(20,000)	0%
<b>Transfers In</b>	<b>49,205,883</b>	<b>795,166</b>	<b>23,703,069</b>	<b>(25,502,814)</b>	<b>48%</b>

**TRANSFERS OUT**

General Fund	(1,210,000)	-	(1,144,580)	65,420	95%
Sewer Fund	(380,000)	-	-	380,000	0%
Debt Service Fund	(5,528,600)	(606,184)	(919,618)	4,608,982	17%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(372,269)	(176)	(79,854)	292,415	21%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	(21,857,507)	(188,807)	(2,794,735)	19,062,772	13%
Police Academy	-	-	-	-	-
<b>Transfers Out</b>	<b>(29,348,376)</b>	<b>(795,166)</b>	<b>(4,938,787)</b>	<b>24,409,589</b>	<b>17%</b>

**NET TRANSFERS & BOND PROCEEDS**

General Fund	(1,116,375)	-	(1,091,449)	24,926	98%
Sewer Fund	(380,000)	-	3,143	383,143	-
Debt Service Fund	(5,528,600)	(606,184)	(919,618)	4,608,982	17%
Capital Improvement Program Fund	28,044,751	795,166	3,756,321	(24,288,430)	13%
Lottery Fund	(372,269)	(176)	(79,854)	292,415	21%
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	-	526,191	(63,809)	89%
Redevelopment Fund	(2,000,000)	(188,807)	15,969,548	17,969,548	-
Police Academy	20,000	-	-	(20,000)	0%
<b>Bond Proceeds</b>	<b>19,857,507</b>	<b>0</b>	<b>18,764,283</b>	<b>(1,093,224)</b>	<b>94%</b>

**NET FUND ACTIVITY**

General Fund	(1,836,247)	1,002,076	(991,197)	845,050
Sewer Fund	218,522	75,174	1,173,983	955,461
Debt Service Fund	(4,513,140)	(82,296)	(303,036)	4,210,104
Capital Improvement Program Fund	117	376,475	258,675	258,558
Lottery Fund	330,198	41,965	359,668	29,470
Economic Development Fund	(15,794,940)	15,963,483	15,159,831	30,954,771
Off Street Parking Fund	4,991	(1,590)	1,451	(3,540)
Redevelopment Fund	(494,341)	33,781	5,424,301	5,918,642
Police Academy	8,284	(7,401)	33,158	24,874
<b>Net Activity</b>	<b>\$ (22,076,556)</b>	<b>\$ 17,401,668</b>	<b>\$ 21,116,833</b>	<b>\$ 43,193,389</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2018**  
**67% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>General Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Property Taxes	\$ 6,593,220	\$ 585,178	\$ 4,006,491	\$ (2,586,729)	61%
Sales and use taxes	5,028,839	467,487	2,353,269	(2,675,570)	47%
Payments in Lieu of taxes	275,000	253,054	253,054	(21,946)	92%
State revenue	1,720,423	118,197	1,140,131	(580,292)	66%
Occupation and franchise taxes	1,070,492	77,306	629,957	(440,535)	59%
Hotel Occupation Tax	997,500	82,471	589,752	(407,748)	59%
Licenses and permits	537,536	39,278	469,139	(68,397)	87%
Interest income	20,568	5,056	32,081	11,513	156%
Recreation fees	153,455	23,235	100,168	(53,287)	65%
Special Services	23,889	1,044	12,735	(11,154)	53%
Grant Income	256,759	-	97,682	(159,077)	38%
Other	236,436	13,447	108,539	(127,897)	46%
<b>Total Revenues</b>	<b>16,914,117</b>	<b>1,665,751</b>	<b>9,792,997</b>	<b>(7,121,120)</b>	<b>58%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Administrative Services	879,230	53,301	501,605	(377,625)	57%
Mayor and Council	234,444	14,389	126,801	(107,643)	54%
Boards & Commissions	10,133	1,036	5,793	(4,340)	57%
Public Buildings & Grounds	543,114	32,328	226,859	(316,255)	42%
Administration	785,352	(109)	430,515	(354,837)	55%
Police and Animal Control	4,801,966	339,797	2,975,667	(1,826,299)	62%
Fire	2,131,593	152,842	1,227,534	(904,059)	58%
Community Development	627,525	49,194	381,376	(246,149)	61%
Public Works	3,678,248	292,051	2,064,871	(1,613,377)	56%
Recreation	831,878	59,588	407,447	(424,431)	49%
Library	834,933	58,707	489,351	(345,582)	59%
Information Technology	244,423	6,158	171,442	(72,981)	70%
Human Resources	977,744	46,821	429,512	(548,232)	44%
Public Transportation	98,664	8,744	51,953	(46,711)	53%
Capital outlay	954,742	(451,171)	202,019	(752,723)	21%
<b>Total Expenditures</b>	<b>17,633,989</b>	<b>663,675</b>	<b>9,692,745</b>	<b>(7,941,244)</b>	<b>55%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>(719,872)</b>	<b>1,002,076</b>	<b>100,253</b>	<b>820,125</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (Lottery)	93,625	-	53,131	(40,494)	57%
Operating transfers out (EDF, OSP, CIP)	(1,210,000)	-	(1,144,580)	65,420	95%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>(1,116,375)</b>	<b>-</b>	<b>(1,091,449)</b>	<b>24,926</b>	<b>98%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ <b>(1,836,247)</b>	\$ <b>1,002,076</b>	\$ <b>(991,197)</b>	\$ <b>845,050</b>	



**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
**For the eight months ending May 31, 2018**  
**67% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Sewer Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<b>REVENUES</b>					
User fees	\$ 4,023,015	\$ 324,464	2,362,764	\$ (1,660,251)	59%
Service charge and hook-up fees	206,806	13,111	114,395	(92,411)	55%
Grant Income	10,000	-	-	(10,000)	0%
Miscellaneous (MUD old SID refunds)	457	18	6,287	5,830	
<b>Total Revenues</b>	<b>4,240,278</b>	<b>337,593</b>	<b>2,483,446</b>	<b>(1,756,832)</b>	<b>59%</b>
<b>EXPENDITURES</b>					
General & Administrative	172,093	12,760	104,795	(67,298)	61%
Maintenance	3,355,372	236,751	1,143,328	(2,212,044)	34%
Storm Water Grant	56,002	10,000	23,895	(32,107)	43%
Capital Outlay	61,480	3,076	43,417	(18,063)	71%
<b>Total Expenditures</b>	<b>3,644,947</b>	<b>262,587</b>	<b>1,315,435</b>	<b>(2,329,512)</b>	<b>36%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>595,331</b>	<b>75,006</b>	<b>1,168,011</b>	<b>572,680</b>	
<b>NON-OPERATING REVENUE (EXPENSE)</b>					
Interest income	3,191	167	2,828	(363)	89%
	3,191	167	2,828	(363)	89%
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<b>598,522</b>	<b>75,174</b>	<b>1,170,840</b>	<b>572,318</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery Events)	-	-	3,143	3,143	0%
Operating transfers out (CIP)	(380,000)	-	-	380,000	0%
<b>Total other Financing Sources (Uses)</b>	<b>(380,000)</b>	<b>-</b>	<b>3,143</b>	<b>383,143</b>	<b>-1%</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 218,522</b>	<b>\$ 75,174</b>	<b>\$ 1,173,983</b>	<b>\$ 955,461</b>	

Note: City of Omaha billing (Maintenance Expense) in arrears for February, March, April, and May estimated at \$766,722.  
Adjusted (Under) Over Budget \$188,739.  
October includes Big Papio Creek Siphon maintenance expense of \$74,549.

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2018**  
**67% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Debt Service Fund</u>					
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>	
<u>REVENUES</u>						
Property Taxes	\$ 2,110,551	\$ 185,547	1,266,142	\$ (844,409)	60%	
Sales and use taxes	2,514,420	233,743	1,176,635	(1,337,785)	47%	
Payments in Lieu of taxes	15,000	86,409	86,409	71,409	576%	
Interest income	10,117	2,711	23,788	13,671	235%	
Other (Special Assessments; Fire Reimbursmt)	846,843	43,487	414,672	(432,171)	49%	
<b>Total Revenues</b>	<b>5,496,931</b>	<b>551,896</b>	<b>2,967,646</b>	<b>(2,529,285)</b>	<b>54%</b>	
<u>EXPENDITURES</u>						
Current:						
Administration	90,000	3,902	19,212	(70,788)	21%	
Fire Contract Bond	300,056	24,107	192,856	(107,200)	64%	
Debt service						
Principal	3,123,200	-	1,830,000	(1,293,200)	59%	
Interest	968,215	-	308,996	(659,219)	32%	
<b>Total Expenditures</b>	<b>4,481,471</b>	<b>28,009</b>	<b>2,351,064</b>	<b>(2,130,407)</b>	<b>52%</b>	
<u>REVENUES NET OF EXPENDITURES</u>	<u>1,015,460</u>	<u>523,888</u>	<u>616,581</u>	<u>(398,879)</u>		
<u>OTHER FINANCING SOURCES (USES)</u>						
Operating transfers in (Lottery Bond)	-	-	-	-	0%	
Operating transfers out (CIP)	(5,528,600)	(606,184)	(919,618)	4,608,982	17%	
Bond/registered warrant proceeds	-	-	-	-	0%	
<b>Total other Financing Sources (Uses)</b>	<b>(5,528,600)</b>	<b>(606,184)</b>	<b>(919,618)</b>	<b>4,608,982</b>		
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>						
	\$ (4,513,140)	\$ (82,296)	\$ (303,036)	\$ 4,210,104		

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2018**  
**67% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Capital Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
<b><u>REVENUES</u></b>					
Interest income	\$ 117	\$ -	\$ -	\$ (117)	0%
Grant Income	-	-	-	-	0%
Interagency	-	-	-	-	0%
Total Revenues	<u>117</u>	<u>-</u>	<u>-</u>	<u>(117)</u>	<u>0%</u>
<b><u>EXPENDITURES</u></b>					
Current:					
Capital outlay	<u>28,044,751</u>	<u>418,691</u>	<u>3,497,647</u>	<u>(24,547,104)</u>	<u>12%</u>
Total Expenditures	<u>28,044,751</u>	<u>418,691</u>	<u>3,497,647</u>	<u>(24,547,104)</u>	<u>12%</u>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>(28,044,634)</u>	<u>(418,691)</u>	<u>(3,497,647)</u>	<u>24,546,987</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	28,044,751	795,166	3,756,321	(24,288,430)	13%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>28,044,751</u>	<u>795,166</u>	<u>3,756,321</u>	<u>(24,288,430)</u>	<u>13%</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ <u>117</u>	\$ <u>376,475</u>	\$ <u>258,675</u>	\$ <u>258,558</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2018**  
**67% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Lottery Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 69,225	\$ 549,984	\$ (450,016)	55%
Lottery Tax Form 51	360,000	27,690	219,896	(140,104)	61%
Event Revenue	25,700	-	129	(25,571)	1%
Interest income	9,761	2,261	16,346	6,585	167%
Miscellaneous / Other	-	-	-	-	0%
<b>Total Revenues</b>	<b>1,395,461</b>	<b>99,176</b>	<b>786,354</b>	<b>(609,107)</b>	<b>56%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Professional Services	200,493	578	67,817	(132,676)	34%
Salute to Summer	30,498	15,579	22,375	(8,123)	73%
Community Events	9,349	206	10,057	708	108%
Events - Marketing	27,228	8,131	20,288	(6,940)	75%
Recreation Events	9,683	850	2,400	(7,283)	25%
Concert & Movie Nights	10,506	4,000	4,000	(6,506)	38%
Travel & Training	45,237	-	-	(45,237)	0%
State Taxes	360,000	27,690	219,896	(140,104)	61%
Other	-	-	-	-	0%
Capital outlay	-	-	-	-	0%
<b>Total Expenditures</b>	<b>692,994</b>	<b>57,035</b>	<b>346,832</b>	<b>(346,162)</b>	<b>50%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>702,467</b>	<b>42,141</b>	<b>439,522</b>	<b>(262,945)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	-	-	-	-	
Operating transfers out	(372,269)	(176)	(79,854)	292,415	21%
Bond/registered warrant proceeds	-	-	-	-	
<b>Total other Financing Sources (Uses)</b>	<b>(372,269)</b>	<b>(176)</b>	<b>(79,854)</b>	<b>292,415</b>	<b>21%</b>
<b><u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u></b>					
	\$ 330,198	\$ 41,965	\$ 359,668	\$ 29,470	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2018**  
**67% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Economic Development</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
JQH Payment	-	15,963,483	16,556,770	16,556,770	
Interest income	30,060	-	-	(30,060)	
<b>Total Revenues</b>	<u>30,060</u>	<u>15,963,483</u>	<u>16,556,770</u>	<u>16,526,710</u>	
<b>EXPENDITURES</b>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	5,000	-	500	(4,500)	10%
Debt service: (Warrants)					0%
Principal	16,420,000	-	780,000	(15,640,000)	5%
Interest	-	-	1,216,439	1,216,439	0%
<b>Total Expenditures</b>	<u>16,425,000</u>	<u>-</u>	<u>1,996,939</u>	<u>(14,428,061)</u>	<u>12%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>(16,394,940)</u>	<u>15,963,483</u>	<u>14,559,831</u>	<u>30,954,771</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	600,000	-	600,000	-	100%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds		-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<u>600,000</u>	<u>-</u>	<u>600,000</u>	<u>-</u>	<u>100%</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<u>\$ (15,794,940)</u>	<u>\$ 15,963,483</u>	<u>\$ 15,159,831</u>	<u>\$ 30,954,771</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2018**  
**67% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Off Street Parking</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Interest income	514	-	-	(514)	0%
<b>Total Revenues</b>	<b>514</b>	<b>-</b>	<b>-</b>	<b>(514)</b>	<b>0%</b>
<b>EXPENDITURES</b>					
Current:					
General & Administrative	20,518	1,431	7,462	(13,056)	36%
Professional Services		-	-		0%
Maintenance	19,890	158	7,371	(12,519)	37%
Debt service: (Warrants)					
Principal	470,000	-	470,000	-	100%
Interest	75,115	-	39,908	(35,208)	53%
<b>Total Expenditures</b>	<b>585,523</b>	<b>1,590</b>	<b>524,741</b>	<b>(60,782)</b>	<b>90%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(585,009)</b>	<b>(1,590)</b>	<b>(524,741)</b>	<b>60,268</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	590,000	-	526,191	(63,809)	89%
Operating transfers out					0%
Bond/registered warrant proceeds		-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>590,000</b>	<b>-</b>	<b>526,191</b>	<b>(63,809)</b>	<b>89%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ 4,991	\$ (1,590)	\$ 1,451	\$ (3,540)	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2018**  
**67% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Redevelopment Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Sales and use taxes	2,514,420	233,743	1,176,635	(1,337,785)	47%
Interest income	17,064	4,830	24,814	7,750	145%
<b>Total Revenues</b>	<b>2,531,484</b>	<b>238,573</b>	<b>1,201,448</b>	<b>(1,330,036)</b>	<b>47%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	55,000	(2,580)	265,304	210,304	
Financial / Legal Fees	51,000	18,565	193,743	142,743	
Debt service: (Warrants)					
Principal	395,000	-	11,215,000	10,820,000	
Interest	524,825	-	72,648	(452,177)	14%
<b>Total Expenditures</b>	<b>1,025,825</b>	<b>15,985</b>	<b>11,746,695</b>	<b>10,720,870</b>	<b>1145%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>1,505,659</b>	<b>222,588</b>	<b>(10,545,247)</b>	<b>(12,050,906)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(21,857,507)	(188,807)	(2,794,735)	19,062,772	13%
Bond/registered warrant proceeds	19,857,507	-	18,764,283	(1,093,224)	94%
<b>Total other Financing Sources (Uses)</b>	<b>(2,000,000)</b>	<b>(188,807)</b>	<b>15,969,548</b>	<b>17,969,548</b>	
<b>EXCESS OF REVENUES AND OTHER FINANCING</b>					
<b>SOURCES OVER (UNDER) EXPENDITURES</b>					
<b>AND OTHER FINANCING USES</b>	<b>\$ (494,341)</b>	<b>\$ 33,781</b>	<b>\$ 5,424,301</b>	<b>\$ 5,918,642</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2018**  
**67% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Police Academy Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Other Income	80,000	-	80,000	-	100%
Interest income	12	-	-	(12)	0%
<b>Total Revenues</b>	<b>80,012</b>	<b>-</b>	<b>80,000</b>	<b>(12)</b>	<b>100%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Personnel Services	72,228	5,764	39,767	(32,461)	55%
Commodities	3,500	-	1,001	(2,499)	29%
Contract Services	11,000	276	3,499	(7,501)	32%
Other Charges	5,000	1,360	2,575	(2,425)	51%
<b>Total Expenditures</b>	<b>91,728</b>	<b>7,401</b>	<b>46,842</b>	<b>(44,886)</b>	<b>51%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>(11,716)</b>	<b>(7,401)</b>	<b>33,158</b>	<b>44,874</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	20,000			(20,000)	0%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>20,000</b>	<b>-</b>	<b>-</b>	<b>(20,000)</b>	
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ 8,284</b>	<b>\$ (7,401)</b>	<b>\$ 33,158</b>	<b>\$ 24,874</b>	



**Invoice**

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

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

May 17, 2018

Invoice No: 302195

**Invoice Total \$22,350.23**

OA Project No. B16-0546

La Vista NE City Centre Phase 1 Public Infrastructure

Professional services rendered April 8, 2018 through May 5, 2018 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, and Amendment #3 dated November 21, 2017.

NTP: 12.06.16

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

Phase 200 Phase 1 Infrastructure Design Including Amendments 2 & 3

**Labor**

	Hours	Rate	Amount
Principal			
Underwood, James	1.50	176.00	264.00 ✓
Assistant Professional			
Niewohner, Philip	12.00	88.00	1,056.00 ✓
Totals	13.50		1,320.00
<b>Total Labor</b>			<b>1,320.00 ✓</b>
<b>Total this Phase</b>			<b>\$1,320.00</b>

Phase 300 Project Management Including Amendments 2 & 3

**Labor**

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	1.50	176.00	264.00 ✓
Galley, Eric	6.00	176.00	1,056.00 ✓
Administrative/Clerical			
Doty, Jennifer	.50	73.00	36.50 ✓
Sock, Jessica	1.00	88.00	88.00 ✓
Totals	9.00		1,444.50
<b>Total Labor</b>			<b>1,444.50 ✓</b>

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	302195
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**Total this Phase                    \$1,444.50**

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Phase                    400                    Construction Services (Including Amendment 3)

**Labor**

	Hours	Rate	Amount
Technician	8.50	60.00	510.00 ✓
Senior Technician	1.00	100.00	100.00 ✓
Project Manager	4.00	115.00	460.00 ✓
Associate Engineer	.50	106.00	53.00 ✓
Assistant Engineer	2.25	88.00	198.00 ✓
Associate Surveyor	5.75	110.00	632.50 ✓
2-Man Survey Crew w/ GPS	16.50	150.00	2,475.00 ✓
Team/Technical Leader	7.00	176.00	1,232.00 ✓
Construction Services Senior Manager	5.25	150.00	787.50 ✓
Construction Services Senior Technician	106.00	70.00	7,420.00 ✓
Administrative	.50	54.00	27.00 ✓
Team Leader	.50	112.00	56.00 ✓
Totals	157.75		13,951.00
<b>Total Labor</b>			<b>13,951.00 ✓</b>

**Unit Billing**

Core Thickness			
7 Tests @ \$20/Test			140.00
Standard Proctor			
1 Test @ \$150/Test			150.00
<b>Total Units</b>			<b>290.00                    290.00 ✓</b>
<b>Total this Phase</b>			<b>\$14,241.00 ✓</b>

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Phase                    401                    Construction Services 1B (Incl Amendment 3)

**Labor**

	Hours	Rate	Amount
Team/Technical Leader	.25	176.00	44.00
Totals	.25		44.00
<b>Total Labor</b>			<b>44.00</b>
<b>Total this Phase</b>			<b>\$44.00 ✓</b>

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Phase                    402                    SWPPP Inspections

**Fee**

Number of Mo Insp Fees	1.00
Fee Each	800.00
Subtotal	800.00

**INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS**

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	302195
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**Subtotal 800.00**

**Total this Phase \$800.00** ✓

Phase 900 Expenses

**Reimbursable Expenses**

Personal Vehicle Mileage	312.91	
<b>Total Reimbursables</b>	<b>312.91</b>	<b>312.91</b>

**Unit Billing**

Field Vehicle	44.0 Miles @ 0.75	33.00	
Field Vehicle	13.0 Miles @ 0.75	9.75	
Field Vehicle	13.0 Miles @ 0.75	9.75	
Field Vehicle	66.0 Miles @ 0.75	49.50	
Line Drawing-Bond		1.38	
Survey Supplies		129.90	
<b>Total Units</b>		<b>233.28</b>	<b>233.28</b>

**Total this Phase \$546.19** ✓

Phase 910 Amendment 1 Pavement Rehabilitation Topo Survey

**Total this Phase 0.00**

Phase 911 Amendment 1 Pavement Rehabilitation Pavement Roadway Design

**Total this Phase 0.00**

Phase 912 Amendment 1 Pavement Rehabilitation Bidding Documents & Process

**Total this Phase 0.00**

Phase 913 Amendment 1 Pavement Rehabilitation Project Management

**INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS**

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	302195
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**Labor**

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	1.25	176.00	220.00	
Totals	1.25		220.00	
<b>Total Labor</b>				<b>220.00</b>
			<b>Total this Phase</b>	<b>\$220.00</b> ✓

Phase 914 Amendment 1 Pavement Rehabilitation Construction Services

**Total this Phase 0.00**

Phase 915 Amendment 1 Pavement Rehabilitation Expenses

**Total this Phase 0.00**

Phase 920 Amendment 1 Access Improvements Topographic Survey

**Total this Phase 0.00**

Phase 921 Amendment 1 Access Improvements Design

**Labor**

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	.25	176.00	44.00	
Assistant Professional				
Bellizzi, Daniel	3.00	106.00	318.00	
Totals	3.25		362.00	
<b>Total Labor</b>				<b>362.00</b>
			<b>Total this Phase</b>	<b>\$362.00</b> ✓

Phase 922 Amendment 1 Access Improvements Bidding Documents & Processing

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	302195
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**Labor**

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	9.25	176.00	1,628.00	
Assistant Professional				
Luchtel, Michael	13.75	88.00	1,210.00	
Totals	23.00		2,838.00	
<b>Total Labor</b>				<b>2,838.00</b>
			<b>Total this Phase</b>	<b>\$2,838.00 ✓</b>

Phase 923 Amendment 1 Access Improvements Project Management

**Labor**

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	3.00	176.00	528.00	
Totals	3.00		528.00	
<b>Total Labor</b>				<b>528.00</b>
			<b>Total this Phase</b>	<b>\$528.00 ✓</b>

Phase 924 Amendment 1 Access Improvements Construction Services

Task 924001 OMA RDBR Amendment 1 Access Improvement Construction Project Management

**Total this Task 0.00**

Task 924002 Amendment 1 OMA FOPS Access Improvements On-Site Construction Administration

**Total this Task 0.00**

Task 924003 OMA FOPS Amendment 1 Access Improvements On-Site Construction Observation

**Total this Task 0.00**

Task 924004 OMA SRVY Amendment 1 Access Improvements Construction Staking

**Total this Task 0.00**

Task 924005 SRP FOPS Amendment 1 Access Improvements SWPPP Inspections

**Total this Task 0.00**

Task 924006 SRP FOPS Amendment 1 Access Improvements Testing

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	302195
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Total this Task 0.00

Task 924007 OMA RDBR Observation

Total this Task 0.00

Total this Phase 0.00

Phase 925 Amendment 1 Access Improvements Expenses

#### Reimbursable Expenses

Personal Vehicle Mileage 6.54  
Total Reimbursables 6.54 6.54

Total this Phase \$6.54

Billing Limits	Current	Prior	To-Date
Total Billings	22,350.23	497,406.63	519,756.86
Limit			799,375.00
Balance Remaining			279,618.14

AMOUNT DUE THIS INVOICE \$22,350.23

#### Outstanding Invoices

Number	Date	Balance
297776	3/19/2018	20,888.17
299850	4/18/2018	15,623.54
Total		36,511.71

Email Invoices to: [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)

Authorized By: Anthony Egelhoff

O.K. to pay

PMK 6-26-2018

CD-17-008

05.71.0909.003

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 7/17/2018 (Re)

A-6

**Invoice**



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

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

June 19, 2018

Invoice No: 304063

**Invoice Total \$53,303.76**

OA Project No. B16-0546 La Vista NE City Centre Phase 1 Public Infrastructure  
Professional services rendered May 6, 2018 through June 9, 2018 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, and Amendment #3 dated November 21, 2017.

NTP: 12.06.16

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

Phase 200 Phase 1 Infrastructure Design Including Amendments 2 & 3

**Labor**

	Hours	Rate	Amount
Assistant Professional			
Niewohner, Philip	23.00	88.00	2,024.00
Totals	23.00		2,024.00
<b>Total Labor</b>			<b>2,024.00</b>
<b>Total this Phase</b>			<b>\$2,024.00</b>

Phase 300 Project Management Including Amendments 2 & 3

**Labor**

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	3.25	176.00	572.00
Galley, Eric	6.00	176.00	1,056.00
CAD Operator			
Ostrander, Sarah	.25	48.00	12.00
Totals	9.50		1,640.00
<b>Total Labor</b>			<b>1,640.00</b>
<b>Total this Phase</b>			<b>\$1,640.00</b>

Phase 400 Construction Services (Including Amendment 3)

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	304063
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#### Labor

	Hours	Rate	Amount	
Technician	15.25	60.00	915.00	✓
Technician - Overtime	2.50	90.00	225.00	
Project Manager	8.25	115.00	948.75	
Associate Engineer	17.25	106.00	1,828.50	✓
Assistant Engineer	173.25	88.00	15,246.00	✓
Associate Surveyor	22.00	110.00	2,420.00	✓
2-Man Survey Crew	41.00	150.00	6,150.00	✓
Team/Technical Leader	22.25	176.00	3,916.00	✓
Construction Services Senior Manager	3.75	150.00	562.50	✓
Construction Services Senior Technician	133.50	70.00	9,345.00	✓
Administrative	17.25	54.00	931.50	✓
Team Leader	2.25	112.00	252.00	✓
Totals	458.50		42,740.25	
<b>Total Labor</b>			<b>42,740.25</b>	✓

#### Unit Billing

Atterberg Limit			
1 Test @ \$75/Test		75.00	
Modified Proctor			
2 Tests @ \$180/Test		360.00	
P-200 Sieve Test			
1 Test @ \$40/Test		40.00	
Standard Proctor			
1 Test @ \$150/Test		150.00	
1 Test @ \$150/Test		150.00	
<b>Total Units</b>		<b>775.00</b>	<b>775.00</b>

**Total this Phase \$43,515.25 ✓**

Phase 401 Construction Services 1B (Incl Amendment 3)

#### Labor

	Hours	Rate	Amount	
Team/Technical Leader	1.75	176.00	308.00	
Totals	1.75		308.00	
<b>Total Labor</b>			<b>308.00</b>	✓

**Total this Phase \$308.00**

Phase 402 SWPPP Inspections

#### Fee

Number of Mo Insp Fees 1.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	304063
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Fee Each	800.00
Subtotal	800.00

Subtotal	800.00
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Total this Phase	\$800.00
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Phase	900	Expenses
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#### Reimbursable Expenses

Personal Vehicle Mileage	280.21	
Total Reimbursables	280.21	280.21

#### Unit Billing

Field Vehicle	5.0 Miles @ 0.75	3.75	
Field Vehicle	32.0 Miles @ 0.75	24.00	
Field Vehicle	23.0 Miles @ 0.75	17.25	
Field Vehicle	44.0 Miles @ 0.75	33.00	
Field Vehicle	73.0 Miles @ 0.75	54.75	
Field Vehicle	197.0 Miles @ 0.75	147.75	
Field Vehicle	31.0 Miles @ 0.75	23.25	
Field Vehicle	7.0 Miles @ 0.75	5.25	
Survey Supplies		361.03	
Line Drawing-Bond		9.52	
Total Units		679.55	679.55

Total this Phase	\$959.76
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Phase	910	Amendment 1 Pavement Rehabilitation Topo Survey
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Total this Phase	0.00
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Phase	911	Amendment 1 Pavement Rehabilitation Pavement Roadway Design
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Total this Phase	0.00
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Phase	912	Amendment 1 Pavement Rehabilitation Bidding Documents & Process
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Total this Phase	0.00
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Phase	913	Amendment 1 Pavement Rehabilitation Project Management
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	304063
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**Labor**

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	1.00	176.00	176.00
Totals	1.00		176.00
<b>Total Labor</b>			<b>176.00</b>
<b>Total this Phase</b>			<b>\$176.00</b> ✓

Phase 915 Amendment 1 Pavement Rehabilitation Expenses

**Total this Phase 0.00**

Phase 920 Amendment 1 Access Improvements Topographic Survey

**Total this Phase 0.00**

Phase 921 Amendment 1 Access Improvements Design

**Total this Phase 0.00**

Phase 922 Amendment 1 Access Improvements Bidding Documents & Processing

**Total this Phase 0.00**

Phase 923 Amendment 1 Access Improvements Project Management

**Labor**

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	6.00	176.00	1,056.00 ✓
Rolling, Christopher	4.75	176.00	836.00 ✓
Assistant Professional			
Bellizzi, Daniel	17.00	106.00	1,802.00 ✓
Luchtel, Michael	1.50	88.00	132.00 ✓

**INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS**

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	304063
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Administrative/Clerical

Doty, Jennifer

Totals

**Total Labor**

.75

73.00

54.75 ✓

30.00

3,880.75

**3,880.75**

**Total this Phase**

**\$3,880.75 ✓**

Phase 925 Amendment #1 Access Improvements Expenses

**Total this Phase**

**0.00**

Phase 930 Amendment #4 84th Street Pavement & Sewers

Task 930001 OMA RDBR Amd #4 Project Management

**Total this Task**

**0.00**

Task 930002 OMA RDBR Amd #4 Design Revisions

**Total this Task**

**0.00**

Task 930003 OMA FOPS Amd #4 Construction Adm

**Total this Task**

**0.00**

Task 930004 OMA FOPS Amd #4 Construction Observation

**Total this Task**

**0.00**

Task 930005 OMA SRVY Amd #4 Construction Staking

**Total this Task**

**0.00**

Task 930006 SRP FOPS Amd #4 Special Inspections Testing

**Total this Task**

**0.00**

**Total this Phase**

**0.00**

Phase 940 (Future Amendment) Pavement Rehabilitation Construction Services

**Total this Phase**

**0.00**

**Billing Limits**

Total Billings

**Current**

53,303.76

**Prior**

519,756.86

**To-Date**

573,060.62

Limit

799,375.00

Balance Remaining

226,314.38

**INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS**

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	304063
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AMOUNT DUE THIS INVOICE	\$53,303.76
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Outstanding Invoices

Number	Date	Balance
302195	5/17/2018	22,350.23
Total		22,350.23

Email Invoices to: [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)

Authorized By: Anthony Egelhoff

O.K. to pay  
JMK 6-26-2018  
CB-17-008  
05.71.0909.003

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 7/17/2018 (K)



# Contractor's Application for Payment No. **FOUR (4)**

Application Period 5-5-18 TO 6-22-18		Application Date 6/22/2018
To (Owner) City of La Vista, NE	From (Contractor) Vierregger Electric Co.	Via (Engineer) Chason Associates
Project: PWST-16-001	Contract	
Owner's Contract No. PWST-16-001	Contractor's Project No. 41007	Engineer's Project No. 017-1779

## Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
ONE		\$418.00
TWO	\$4,580.90	
THREE	\$10,536.80	
FOUR	\$550.00	
TOTALS	\$15,667.70	\$418.00
NET CHANGE BY CHANGE ORDERS	\$15,249.70	

1. ORIGINAL CONTRACT PRICE \$ \$306,470.16
2. Net change by Change Orders \$ \$15,249.70
3. Current Contract Price (Line 1 + 2) \$ \$321,719.86
4. TOTAL COMPLETED AND STORED TO DATE  
(Column M on Progress Estimate) \$ \$321,719.86
5. RETAINAGE:
  - a. 10% X 100% Work Completed \$
  - b. X Stored Material \$
  - c. Total Retainage (Line 5a + Line 5b) \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ \$321,719.86
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Applications) \$ \$255,910.27
8. AMOUNT DUE THIS APPLICATION \$ \$65,809.59
9. BALANCE TO FINISH, PLUS RETAINAGE \$

<p>Contractor's Certification</p> <p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;</p> <p>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interests, or encumbrances), and</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective</p>		Date 6-22-18
<p><i>Vierregger Electric Co.</i></p> <p><i>[Signature]</i></p>		

Payment of \$ **65,809.59**  
(Line 8 or other - attach explanation of the order amount)

is recommended by *[Signature]* 6/28/18  
(Engineer) (Date)

O.K. to pay  
8 MK 6-29-2018  
05.71.0883.003

A-7

# VIERREGGER ELECTRIC CO.

4349 S. 139th Street  
OMAHA, NEBRASKA 68137  
(402) 896-8008 FAX (402) 896-6559

CONTRACT FOR: 16001 Electrical

## ORIGINAL CONTRACT PAGE 1

PROJECT: 96 to 100 Residential Traffic Signals  
PROJECT NO: PWST - 16-001  
VENDOR NO:

PAGE NO: 2 TO: 3  
APPLICATION NUMBER: Four (4) Final  
APPLICATION DATE: 6-22-18  
PERIOD FROM: 5-5-18 TO: 6-22-18

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED		F STORIED MATERIALS	G TOTAL COMPLETE AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			PREVIOUS APPLICATIONS	WORK IN PLACE	THIS APPLICATION					
					WORK IN PLACE	STORIED MATERIALS				
Current Quantities Shown in Parentheses										
1	Mobilization	21,442.00	21,442.00	0.00	0.00	0.00	21,442.00	100	0.00	0.00
2	Landscaping	11,830.00	11,830.00	0.00	0.00	0.00	11,830.00	100	0.00	0.00
2A	Planting Soil	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	Remove Pavement	5,484.16	5,484.16	0.00	0.00	0.00	5,484.16	100	0.00	0.00
4	Remove Median Surfacing	1,860.04	1,860.04	0.00	0.00	0.00	1,860.04	100	0.00	0.00
5	Remove Sidewalk	1,478.99	1,478.99	0.00	0.00	0.00	1,478.99	100	0.00	0.00
6	Saw Cut - Full Depth	3,859.68	3,859.68	0.00	0.00	0.00	3,859.68	100	0.00	0.00
7	Remove Monument Sign	5,980.00	5,980.00	0.00	0.00	0.00	5,980.00	100	0.00	0.00
8	Relocate Monument Sign	1,870.00	1,870.00	0.00	0.00	0.00	1,870.00	100	0.00	0.00
9	Clearing and Grubbing	4,382.40	4,382.40	0.00	0.00	0.00	4,382.40	100	0.00	0.00
10	Remove Curb Inlet	685.30	685.30	0.00	0.00	0.00	685.30	100	0.00	0.00
11	Remove Sewer Pipe	749.50	749.50	0.00	0.00	0.00	749.50	100	0.00	0.00
12	Drill and Grout Tie Bars	1,039.44	1,039.44	0.00	0.00	0.00	1,039.44	100	0.00	0.00
13	Construct 6" Concrete	28,327.31	28,327.31	0.00	0.00	0.00	28,327.31	100	0.00	0.00
14	Construct 6" Median	7,999.56	7,999.56	0.00	0.00	0.00	7,999.56	100	0.00	0.00
15	Construct 6" Imprinted (58 SF)	2,085.83	1,361.41	724.42	0.00	0.00	2,085.83	100	0.00	0.00
16	Construct 4" Sidewalk	4,265.70	4,265.70	0.00	0.00	0.00	4,265.70	100	0.00	0.00
17	Construct Curb & Gutter	8,287.06	8,287.06	0.00	0.00	0.00	8,287.06	100	0.00	0.00
18	Construct Curb Inlet	3,652.00	3,652.00	0.00	0.00	0.00	3,652.00	100	0.00	0.00
19	Construct 18" Conc Collar	574.20	574.20	0.00	0.00	0.00	574.20	100	0.00	0.00
20	Construct 18" RCP	2,230.14	2,230.14	0.00	0.00	0.00	2,230.14	100	(0.00)	0.00
21	Aggregate Bedding	198.66	198.66	0.00	0.00	0.00	198.66	100	0.00	0.00
22	Construct Curb Ramp	3,623.04	3,623.04	0.00	0.00	0.00	3,623.04	100	0.00	0.00
23	Detachable Warning Panel	1,056.00	1,056.00	0.00	0.00	0.00	1,056.00	100	0.00	0.00
24	5" White Tape (278 LF)	1,178.72	0.00	1,178.72	0.00	0.00	1,178.72	100	0.00	0.00
25	10" White Tape (186 LF)	1,698.18	0.00	1,698.18	0.00	0.00	1,698.18	100	0.00	0.00
26	12" White Tape (20 LF)	219.00	0.00	219.00	0.00	0.00	219.00	100	0.00	0.00
27	18" White Tape (161 LF)	2,638.79	0.00	2,638.79	0.00	0.00	2,638.79	100	0.00	0.00
28	24" White Tape (424 LF)	9,328.00	0.00	9,328.00	0.00	0.00	9,328.00	100	0.00	0.00
29	White Arrow (6 EA)	2,178.00	0.00	2,178.00	0.00	0.00	2,178.00	100	0.00	0.00
30	White Only (4 EA)	1,320.00	0.00	1,320.00	0.00	0.00	1,320.00	100	0.00	0.00
Original Contract Totals or Page 1 Total		141,521.70	122,236.59	19,285.11	0.00	0.00	141,521.70		(0.00)	0.00

**VIERREGGER ELECTRIC CO.**  
 4349 S. 139th Street  
 OMAHA, NEBRASKA 68137  
 (402) 896-8008 FAX (402) 896-6559

**ORIGINAL CONTRACT PAGE 1**

PAGE NO: 3 TO: 3  
 APPLICATION NUMBER: Four (4) Final  
 APPLICATION DATE: 6-22-18  
 PERIOD FROM: 5-5-18 TO: 6-22-18

PROJECT: 96th & Brentwood Traffic Signals  
 PROJECT NO: PWST - 16-001  
 VENDOR NO:

CONTRACT FOR: 16001 Electrical

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F STORIED MATERIALS	G TOTAL COMPLETE AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			PREVIOUS APPLICATIONS	WORK COMPLETED THIS APPLICATION	WORK IN PLACE	STORIED MATERIALS				
31	Posts & Signs (LS)	825.00	0.00	825.00	0.00	825.00	825.00	100	0.00	0.00
32	Pedestal Pole, Type PP-4	11,646.00	11,646.00	0.00	0.00	0.00	11,646.00	100	0.00	0.00
33	MP-45 Pole	11,883.00	11,883.00	0.00	0.00	0.00	11,883.00	100	0.00	0.00
34	CMP-40-12-40 Pole	10,911.00	10,911.00	0.00	0.00	0.00	10,911.00	100	0.00	0.00
35	CMP-50-12-40 Pole	27,090.00	27,090.00	0.00	0.00	0.00	27,090.00	100	0.00	0.00
36	TS-1 Traffic Signal (6 EA)	4,944.00	0.00	4,944.00	0.00	0.00	4,944.00	100	0.00	0.00
37	TS-1A Traffic Signal (4 EA)	2,944.00	0.00	2,944.00	0.00	0.00	2,944.00	100	0.00	0.00
38	TS-1LF Traffic Signal (2 EA)	1,892.00	0.00	1,892.00	0.00	0.00	1,892.00	100	0.00	0.00
39	TS-1LFF Traffic Signal (2 EA)	2,178.00	0.00	2,178.00	0.00	0.00	2,178.00	100	0.00	0.00
40	PS-1 Ped Signal (8 EA)	5,192.00	0.00	5,192.00	0.00	0.00	5,192.00	100	0.00	0.00
41	PPB Pushbutton (8 EA)	2,152.00	0.00	2,152.00	0.00	0.00	2,152.00	100	0.00	0.00
42	Controller	13,015.00	13,015.00	0.00	0.00	0.00	13,015.00	100	0.00	0.00
43	Controller Cabinet	2,450.00	2,450.00	0.00	0.00	0.00	2,450.00	100	0.00	0.00
44	PB-6 Pull Box	2,988.00	2,988.00	0.00	0.00	0.00	2,988.00	100	0.00	0.00
45	2" Conduit Trenched	916.40	916.40	0.00	0.00	0.00	916.40	100	0.00	0.00
46	3" Conduit Bored	13,625.28	13,625.28	0.00	0.00	0.00	13,625.28	100	0.00	0.00
47	Service Cable	495.00	495.00	0.00	0.00	0.00	495.00	100	0.00	0.00
48	Service Entrance Cable	460.00	460.00	0.00	0.00	0.00	460.00	100	0.00	0.00
49	Service Disconnect Ped	4,480.00	4,480.00	0.00	0.00	0.00	4,480.00	100	0.00	0.00
50	18/C Signal Cable	2,594.20	2,594.20	0.00	0.00	0.00	2,594.20	100	0.00	0.00
51	Street Light Cable	1,883.63	1,883.63	0.00	0.00	0.00	1,883.63	100	0.00	0.00
52	Pushbutton Cable	1,368.51	1,368.51	0.00	0.00	0.00	1,368.51	100	0.00	0.00
53	Grounding Cable	515.44	515.44	0.00	0.00	0.00	515.44	100	0.00	0.00
54	200W Street Light Luminaire (3 EA)	1,950.00	0.00	1,950.00	0.00	0.00	1,950.00	100	0.00	0.00
55	Install Overhead Signs (LS)	4,638.00	0.00	4,638.00	0.00	0.00	4,638.00	100	0.00	0.00
56	Radar Vehicle Detection (LS)	28,392.00	0.00	28,392.00	0.00	0.00	28,392.00	100	0.00	0.00
57	Temp Traffic Control (0.25 LS)	3,520.00	2,640.00	880.00	0.00	0.00	3,520.00	100	0.00	0.00
X-1	Change Order No. 1	(418.00)	(418.00)	0.00	0.00	0.00	(418.00)		0.00	0.00
X-2	Change Order No. 2	4,580.90	4,580.90	0.00	0.00	0.00	4,580.90		0.00	0.00
X-3	Change Order No. 3	10,536.80	10,536.80	0.00	0.00	0.00	10,536.80		0.00	0.00
X-4	Change Order No. 4	2,997.59	2,997.59	2,997.59	0.00	0.00	2,997.59		0.00	0.00
SM	Stored Materials	0.00	33,508.00	(33,508.00)	0.00	0.00	0.00		0.00	0.00
X-4	Change Order No. 4									
Original Total		324,167.36	284,344.75	44,761.61	0.00	0.00	-324,167.36	100	(0.00)	0.00

321,719.86  
 85NAK  
 6-29-2018

TD<sup>2</sup> File No. 171-417.25  
July 6, 2018

**PAYMENT RECOMMENDATION NO. 10 ON CONTRACT FOR GOLF COURSE TRANSFORMATION,  
PHASE 1 GRADING**

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

Contractor: Blade Masters Grounds Mntc, Inc.  
P.O. Box 167  
Bennington, NE 68007

REVISED CONTRACT AMOUNT WITH CHANGE ORDER NOS. 1 - 3: \$1,291,110.52

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS: \$1,035,847.88

Item	Description	Approx. Quantities		Unit Price		Amount
1	Mobilization	1	LS	\$ 33,000.00 /	LS	\$ 33,000.00
2	Install and Maintain Construction Entrance	1	EA	\$ 9,000.00 /	EA	\$ 9,000.00
3	Existing Lake Draining/Dewatering	1	EA	\$ 33,000.00 /	EA	\$ 33,000.00
4	Clearing and Grubbing	1	LS	\$ 24,000.00 /	LS	\$ 24,000.00
5	Exploratory Excavation	5.25	HRS	\$ 133.00 /	HRS	\$ 698.25
6	Remove and Replace Topsoil (17,000 CY Moved 1.7 Times)	28,900	CY	\$ 3.00 /	CY	\$ 86,700.00
7	Common Excavation with Placement on Site	60,929	CY	\$ 4.20 /	CY	\$ 255,901.80
8	Lake Excavation with Placement on Site	37,324	CY	\$ 6.00 /	CY	\$ 223,944.00
9	DELETED PER CHANGE ORDER No. 3					
10	Lake Excavation with Haul Off to School Site	0	CY	\$ 6.33 /	CY	\$ 0.00
11	Scarify, Recompact and Stabilize Lake Bottom	23,100	SY	\$ 0.40 /	SY	\$ 9,240.00
12	Construct Temporary Crossing Over existing Storm Sewer	3	LS	\$ 1,000.00 /	LS	\$ 3,000.00
13	Remove and Dispose of Debris Including Markers, Sprinkler Lines and Drains from Sand Traps	1	LS	\$ 6,000.00 /	LS	\$ 6,000.00
14	Remove and Salvage Bridge	0	LS	\$ 4,500.00 /	LS	\$ 0.00
15	Remove Articulated Concrete Block	0	SF	\$ 3.00 /	SF	\$ 0.00
16	Remove Pump Structure Enclosure and Waterline	1	LS	\$ 2,000.00 /	LS	\$ 2,000.00
17	Remove Wood Retaining Wall	187	LF	\$ 6.00 /	LF	\$ 1,122.00
18	Remove Chain link Fence	70	LF	\$ 8.00 /	LF	\$ 560.00
19	Remove Golf Net Pole and Base	10	EA	\$ 330.00 /	EA	\$ 3,300.00
20	Remove P.C.C. Cart Path with Full Depth Saw Cut	14,420	SF	\$ 0.80 /	SF	\$ 11,536.00
21	Remove A.C.C. Cart Path	17,100	SF	\$ 0.80 /	SF	\$ 13,680.00
22	Remove Rock Surfacing	500	SY	\$ 1.00 /	SY	\$ 500.00
23	Remove Abandoned Water Line	0	LF	\$ 10.00 /	LF	\$ 0.00
24	Remove Abandoned Sewer Line	35	LF	\$ 20.00 /	LF	\$ 700.00
25	Silt Fence, in place	8,842	LF	\$ 2.75 /	LF	\$ 24,315.50
26	Construct 6" P.C.C Trail	0	SF	\$ 5.00 /	SF	\$ 0.00



Item	Description	Approx. Quantities		Unit Price			Amount
27	Construct 9" P.C.C. Trail	0	SF	\$	6.00 /	SF	\$ 0.00
28	Place Type B Rip Rap with Geotextile Fabric	0	TON	\$	60.00 /	TON	\$ 0.00
29	Seeding and Fertilizer with Erosion Control Fabric	0	SY	\$	1.55 /	SY	\$ 0.00
30	DELETED PER CHANGE ORDER No. 3						
	<b>SUBTOTAL</b>						<b>\$ 742,197.55</b>
<b>ADDITIONS PER CHANGE ORDER NO. 1:</b>							
1.1	Removal and Disposal 18" FES	5	EA	\$	200.00 /	EA	\$ 1,000.00
1.2	Install 18" CMP W/Bedding, In Place	620	LF	\$	38.00 /	LF	\$ 23,560.00
1.3	Install 18" Concrete Collar, In Place	2	EA	\$	725.00 /	EA	\$ 1,450.00
1.4	54" Storm Sewer Manhole Over Existing 18" CMP, In Place	35	VF	\$	580.00 /	VF	\$ 20,300.00
1.5	Type "C" Rock RipRap on Non-Woven Geotextile Fabric, In Place	68	TON	\$	58.00 /	TON	\$ 3,944.00
1.6	Unstable Trench Bedding, If Necessary, In Place	0	TON	\$	23.00 /	TON	\$ 0.00
1.7	Geotextile Fabric, If Necessary, In Place	0	SY	\$	4.25 /	SY	\$ 0.00
1.8	Thompson Creek Cross Vane Repair-RipRap	88.07	TON	\$	46.00 /	TON	\$ 4,051.22
1.9	Thompson Creek Cross Vane Repair-General Labor	42.75	HR	\$	35.00 /	HR	\$ 1,496.25
1.10	Thompson Creek Cross Vane Repair-Skid Loader	27.5	HR	\$	85.00 /	HR	\$ 2,337.50
1.11	Thompson Creek Cross Vane Repair-Mini Ex	29	HR	\$	105.00 /	HR	\$ 3,045.00
1.12	Thompson Creek Cross Vane Repair-Install Concrete Cube Blocks	1	LS	\$	192.60 /	LS	\$ 192.60
1.13	Thompson Creek Cross Vane Repair-Turf Type Seeding	0	AC	\$	3,485.00 /	AC	\$ 0.00
1.14	Thompson Creek Cross Vane Repair-Wetland Seeding	0	SF	\$	3,485.00 /	SF	\$ 0.00
1.15	Thompson Creek Cross Vane Repair-Erosion Control Mat	0	SY	\$	1.15 /	SY	\$ 0.00
	<b>TOTAL ADDITIONS PER CHANGE ORDER NO. 1:</b>						<b>\$ 61,376.57</b>
<b>ADDITIONS PER CHANGE ORDER NO. 2:</b>							
2.1	Remove and Dispose 24" FES	1	EA	\$	475.00 /	EA	\$ 475.00
2.2	Remove and Dispose 18" Plastic Pipe	110	LF	\$	22.00 /	LF	\$ 2,420.00
2.3	Remove and Dispose 24" Plastic Pipe	55	LF	\$	22.00 /	LF	\$ 1,210.00
2.4	Install Cast-In-Place Inlet Structure W/Modified Type 1 Area Inlet Top*	1	EA	\$	19,300.00 /	EA	\$ 19,300.00
2.5	Install 24" RCP W/ Bedding, In Place	110	LF	\$	54.00 /	LF	\$ 5,940.00

Item	Description	Approx. Quantities		Unit Price		Amount
2.6	Install Cast-In-Place FES Outlet Structure*	1	EA	\$ 16,600.00 /	EA	\$ 16,600.00
2.7	Install 42" Vinyl Coated Chain Link Fence	18	L.F	\$ 65.00 /	L.F	\$ 1,170.00
2.8	Bentonite Seal	250	LBS	\$ 2.00 /	LBS	\$ 500.00
2.9	Remove, Salvage, & Reinstall Type "C" Rock RipRap	1	LS	\$ 175.00 /	LS	\$ 175.00
2.10	Debris Removal	1	LS	\$ 4,670.00 /	LS	\$ 4,670.00
2.11	Temporary Seeding	14	AC	\$ 685.00 /	AC	\$ 9,590.00
2.12	Manhole Abandonment	1	LS	\$ 1,060.00 /	LS	\$ 1,060.00
<b>TOTAL ADDITIONS PER CHANGE ORDER NO. 2</b>						<b>\$ 63,110.00</b>
<b>ADDITIONS PER CHANGE ORDER NO. 3:</b>						
3.1	Lake Excavation with Haul Off to Designated Site at 120 <sup>th</sup> and Giles Road	28,300	CY	\$ 8.33 /	CY	\$ 235,739.00
3.2	Original Lake Sediment Removal	10,601	CY	\$ 9.33 /	CY	\$ 98,907.33
3.3	Temporary Seeding	0	AC	\$ 685.00 /	AC	\$ 0.00
3.4	Permanent Seeding with Hydro-Mulch, Tacking Agent and Super Turf1 Seed	22.5	AC	\$ 2,409.00 /	AC	\$ 54,202.50
<b>TOTAL ADDITIONS PER CHANGE ORDER NO. 3</b>						<b>\$ 389,051.44</b>
<b>TOTAL</b>						<b>\$1,255,735.56</b>
<b>LESS 5% RETAINED</b>						<b>\$ 62,786.78</b>
<b>LESS PREVIOUS PAYMENT RECOMMENDATIONS</b>						<b>\$1,035,847.88</b>
<b>AMOUNT DUE CONTRACTOR</b>						<b>\$ 157,100.90</b>

We recommend that payment in the amount of \$157,100.90 be made to Blade Masters Grounds Mntc, Inc.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Scott R. Loos, P.E.  
 Project Engineer

SRL/tjp

cc: Blade Masters Grounds Mntc, Inc.

*ok to pay  
 7/9/18  
 05.71.0916.003  
 J.C.*

Consent Agenda 7/17/18 (K)





# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract): Rob Wells		Application Number: 4									
Application Period: 5/22/2018 - 6/21/2018		Application Date: 6/21/2018									
A											
Item		Contract Information					B	C	D	E	F
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
002	Remove pavement	4,373.00	SY	\$10.30	\$45,041.90	168	\$1,730.40		\$1,730.40	3.8%	\$43,311.50
003	Remove sidewalk	582.00	SF	\$6.90	\$4,015.80	234	\$1,614.60		\$1,614.60	40.2%	\$2,401.20
004	Remove median surfacing	1,136.00	SF	\$10.30	\$11,700.80						\$11,700.80
005	Remove < 12" sewer pipe	526.00	LF	\$14.70	\$7,732.20	237	\$3,483.90		\$3,483.90	45.1%	\$4,248.30
006	Remove 15-18" sewer pipe	311.00	LF	\$14.70	\$4,571.70	29	\$426.30		\$426.30	9.3%	\$4,145.40
007	Remove 48" sewer pipe	418.00	LF	\$16.70	\$6,980.60						\$6,980.60
008	Remove 54" sewer pipe	53.00	LF	\$24.50	\$1,298.50						\$1,298.50
009	Remove manhole	3.00	EA	\$685.00	\$2,055.00						\$2,055.00
010	Remove flared end 36-48"	1.00	EA	\$294.00	\$294.00	1	\$294.00		\$294.00	100.0%	
011	Remove flared end 48-60"	1.00	EA	\$294.00	\$294.00						\$294.00
012	Remove light pole	2.00	EA	\$975.00	\$1,950.00						\$1,950.00
013	Remove area inlet	1.00	EA	\$735.00	\$735.00						\$735.00
014	Remove curb inlet	3.00	EA	\$490.00	\$1,470.00	1	\$490.00		\$490.00	33.3%	\$980.00
015	Remove sign	2.00	EA	\$98.00	\$196.00	2	\$196.00		\$196.00	100.0%	
016	Remove fence	1,827.00	LF	\$3.90	\$7,125.30	856	\$3,338.40		\$3,338.40	46.9%	\$3,786.90
017	Remove retaining wall	2,883.00	SF	\$3.90	\$11,243.70	2883	\$11,243.70		\$11,243.70	100.0%	
018	Saw cut full depth	317.00	LF	\$4.50	\$1,426.50	25	\$112.50		\$112.50	7.9%	\$1,314.00
019	Excavation on site	19,263.00	CY	\$6.75	\$130,025.25						\$130,025.25
020	Unsuitable material	500.00	CY	\$30.00	\$15,000.00						\$15,000.00
021	Security fence	1,300.00	LF	\$13.00	\$16,900.00	1300	\$16,900.00		\$16,900.00	100.0%	
022	Temp contractor access road	2,914.00	SY	\$9.00	\$26,226.00	2015	\$18,135.00		\$18,135.00	69.1%	\$8,091.00
023	Temp 8" surfacing	912.00	SY	\$50.00	\$45,600.00						\$45,600.00
024	Reconstruct manhole to grade	15.90	VF	\$590.00	\$9,381.00						\$9,381.00
025	Adjust Manhole to grade	0	EA	\$490.00	0						
026	Adjust Inlet to grade	0	EA	\$735.00	0						
027	6" concrete pavement L65	4,782.00	SY	\$64.00	\$306,048.00						\$306,048.00
028	8" concrete pavement L65	9,279.00	SY	\$57.00	\$528,903.00	172	\$9,804.00		\$9,804.00	1.9%	\$519,099.00
029	8" combo curb & gutter	286.00	LF	\$14.75	\$4,218.50						\$4,218.50
030	8" imprinted concrete surfacing	3,249.00	SF	\$17.75	\$57,669.75						\$57,669.75
031	4" PCC sidewalk	4,225.00	SF	\$4.00	\$16,900.00						\$16,900.00
032	6" concrete median surfacing	317.00	SF	\$5.00	\$1,585.00						\$1,585.00
033	Concrete curb ramp	255.00	SF	\$10.75	\$2,741.25						\$2,741.25
034	Armor-tile warning panels	53.00	SF	\$31.50	\$1,669.50						\$1,669.50
035	Gravity block retaining wall	996.00	SF	\$70.00	\$69,720.00						\$69,720.00
036	Alternate #1 Gravity block retaining wall	3,530.00	SF	\$75.00	\$264,750.00						\$264,750.00
037	Small block retaining wall	382.00	SF	\$24.00	\$9,168.00						\$9,168.00
038	Pipe railing	539.00	LF	\$50.00	\$26,950.00						\$26,950.00
038A	Construct 48" Black Vinyl Chain Link Fence	418.00	LF	\$20.00	\$8,360.00						\$8,360.00
039	Construct Curb Wall	503.00	SF	\$40.00	\$20,120.00						\$20,120.00
040	Agg bedding 10" storm sewer pipe	49.00	LF	\$6.00	\$294.00	49	\$294.00		\$294.00	100.0%	
041	Agg bedding 12" storm sewer pipe	38.00	LF	\$6.25	\$237.50	38	\$237.50		\$237.50	100.0%	

# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract):		Rob Wells		Application Number: 4											
Application Period:		5/22/2018 - 6/21/2018													
		Application Date: 6/21/2018													
A		B				C	D	E	F						
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)				
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)										
042	Agg bedding 15" storm sewer pipe	382.00	LF	\$7.00	\$2,674.00	349	\$2,443.00		\$2,443.00	91.4%	\$231.00				
043	Agg bedding 18" storm sewer pipe	473.00	LF	\$8.00	\$3,784.00	458	\$3,664.00		\$3,664.00	96.8%	\$120.00				
044	Agg bedding 24" storm sewer pipe	848.00	LF	\$9.50	\$8,056.00	532	\$5,054.00		\$5,054.00	62.7%	\$3,002.00				
045	Agg bedding 30" storm sewer pipe	1,518.00	LF	\$14.75	\$22,390.50	1518	\$22,390.50		\$22,390.50	100.0%					
046	Agg bedding 36" storm sewer pipe	956.00	LF	\$17.50	\$16,730.00						\$16,730.00				
047	Agg bedding 42" storm sewer pipe	913.00	LF	\$20.00	\$18,260.00	913	\$18,260.00		\$18,260.00	100.0%					
048	Agg bedding 54" storm sewer pipe	484.00	LF	\$25.20	\$12,196.80						\$12,196.80				
049	8" HDPE storm sewer pipe	24.00	LF	\$49.00	\$1,176.00	24	\$1,176.00		\$1,176.00	100.0%					
050	10" HDPE storm sewer pipe	46.00	LF	\$42.00	\$1,932.00	46	\$1,932.00		\$1,932.00	100.0%					
051	12" HDPE storm sewer pipe	38.00	LF	\$49.00	\$1,862.00	38	\$1,862.00		\$1,862.00	100.0%					
052	15" HDPE storm sewer pipe	60.00	LF	\$54.50	\$3,270.00	60	\$3,270.00		\$3,270.00	100.0%					
053	18" HDPE storm sewer pipe	25.00	LF	\$64.00	\$1,600.00	10	\$640.00		\$640.00	40.0%	\$960.00				
054	24" HDPE storm sewer pipe	38.00	LF	\$67.00	\$2,546.00	18	\$1,206.00		\$1,206.00	47.4%	\$1,340.00				
055	15" RCP class III	322.00	LF	\$50.00	\$16,100.00	289	\$14,450.00		\$14,450.00	89.8%	\$1,650.00				
056	18" RCP class III	448.00	LF	\$60.00	\$26,880.00	448	\$26,880.00		\$26,880.00	100.0%					
057	24" RCP class III	810.00	LF	\$62.00	\$50,220.00	514	\$31,868.00		\$31,868.00	63.5%	\$18,352.00				
058	30" RCP class III	1,518.00	LF	\$74.00	\$112,332.00	1518	\$112,332.00		\$112,332.00	100.0%					
059	36" RCP D(0.01)=1350	956.00	LF	\$105.00	\$100,380.00						\$100,380.00				
060	36" RCP D(0.01)=1350 or HDPE	157.00	LF	\$105.00	\$16,485.00						\$16,485.00				
061	42" RCP D(0.01)=1350	913.00	LF	\$130.00	\$118,690.00	913	\$118,690.00		\$118,690.00	100.0%					
062	54" RCP D(0.01)=1350 or HDPE	484.00	LF	\$165.00	\$79,860.00						\$79,860.00				
063	36" concrete collar	1.00	EA	\$2,050.00	\$2,050.00						\$2,050.00				
064	54" ID storm manhole	24.30	VF	\$750.00	\$18,225.00	15.6	\$11,700.00		\$11,700.00	64.2%	\$6,525.00				
065	60" ID storm manhole	44.50	VF	\$770.00	\$34,265.00	44.5	\$34,265.00		\$34,265.00	100.0%					
066	72" ID storm manhole	32.20	VF	\$800.00	\$25,760.00	20.6	\$16,480.00		\$16,480.00	64.0%	\$9,280.00				
067	84" ID storm manhole	87.00	VF	\$1,105.00	\$96,135.00	87	\$96,135.00		\$96,135.00	100.0%					
068	96" ID storm manhole	145.90	VF	\$1,185.00	\$172,891.50	82.4	\$97,644.00		\$97,644.00	56.5%	\$75,247.50				
069	Type C manhole NDOR 435-R1	1.00	EA	\$20,450.00	\$20,450.00						\$20,450.00				
070	Prep structure	1.00	LS	\$10,000.00	\$10,000.00						\$10,000.00				
071	30" RC flared end		EA	\$2,400.00											
072	36" RC flared end	1.00	EA	\$2,700.00	\$2,700.00						\$2,700.00				
073	42" RC flared end	1.00	EA	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%					
074	Reinforced curb inlet type III	2.00	EA	\$5,650.00	\$11,300.00						\$11,300.00				
075	Curb inlet type I	3.00	EA	\$2,900.00	\$8,700.00	1	\$2,900.00		\$2,900.00	33.3%	\$5,800.00				
076	Curb inlet type III	2.00	EA	\$3,750.00	\$7,500.00						\$7,500.00				
077	Curb inlet type IV	4.00	EA	\$2,825.00	\$11,300.00						\$11,300.00				
078	Grated inlet type saddle creek	11.00	EA	\$6,500.00	\$71,500.00	2	\$13,000.00		\$13,000.00	18.2%	\$58,500.00				
079	Install Filterra Inlet	0	EA	\$20,100.00	0										
080	Agg bedding 6" sani sewer pipe	619.00	LF	\$7.00	\$4,333.00	582	\$4,074.00		\$4,074.00	94.0%	\$259.00				
081	Agg bedding 8" sani sewer pipe	1,531.00	LF	\$7.00	\$10,717.00	1473	\$10,311.00		\$10,311.00	96.2%	\$406.00				
082	Agg bedding 10" sani sewer pipe	533.00	LF	\$8.50	\$4,530.50	229	\$1,946.50		\$1,946.50	43.0%	\$2,584.00				

# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract): Rob Wells		Application Number: 4									
Application Period: 5/22/2018 - 6/21/2018		Application Date: 6/21/2018									
A		B			C	D	E	F			
Item		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price							Total Value of Item (\$)
083	6" PVC sani sewer pipe	619.00	LF	\$33.00	\$20,427.00	582	\$19,206.00	\$19,206.00	94.0%	\$1,221.00	
084	8" PVC sani sewer pipe	1,531.00	LF	\$33.00	\$50,523.00	1473	\$48,609.00	\$48,609.00	96.2%	\$1,914.00	
085	10" PVC sani sewer pipe	205.00	LF	\$35.00	\$7,175.00	205	\$7,175.00	\$7,175.00	100.0%		
086	10" DIP sani sewer pipe	328.00	LF	\$150.00	\$49,200.00					\$49,200.00	
087	Construct 6" x 8" Wye	1.00	EA	\$350.00	\$350.00	1	\$350.00	\$350.00	100.0%		
087A	Construct 6" x 10" Wye	1.00	EA	\$350.00	\$350.00	1	\$350.00	\$350.00	100.0%		
088	6" cleanout	1.00	EA	\$625.00	\$625.00					\$625.00	
089	Install external frame seal	50.00	EA	\$350.00	\$17,500.00					\$17,500.00	
090	Connect sani sewer manhole tap	1.00	EA	\$12,000.00	\$12,000.00	1	\$12,000.00	\$12,000.00	100.0%		
091	Connect sani manhole tap extra deep		EA	\$40,000.00							
091A	Construct 30" Storm Sewer Tap	1.00	EA								
092	54" ID sani manhole	194.40	VF	\$510.00	\$99,144.00	183.58	\$93,625.80	\$93,625.80	94.4%	\$5,518.20	
093	Riprap type B	165.00	IT	\$62.00	\$10,230.00	96	\$5,952.00	\$5,952.00	58.2%	\$4,278.00	
094	1" SCH 40 PVC in trench	12,380.00	LF	\$3.00	\$37,140.00					\$37,140.00	
095	#8 copper wire w/ thwn insul	18,590.00	LF	\$0.65	\$12,083.50					\$12,083.50	
096	LED luminaire w/ pole & base	66.00	EA	\$5,310.00	\$350,460.00					\$350,460.00	
097	Electrical handhole/pullbox	14.00	EA	\$480.00	\$6,720.00					\$6,720.00	
098	Lighting service cabinet	1.00	EA	\$18,782.00	\$18,782.00					\$18,782.00	
099	Permanent paint 4" white	4,677.00	LF	\$2.25	\$10,523.25					\$10,523.25	
100	Permanent paint 5" yellow	325.00	LF	\$3.50	\$1,137.50					\$1,137.50	
101	Perm tape type 4, 5" white grooved	972.00	LF	\$5.50	\$5,346.00					\$5,346.00	
102	Perm tape type 3, 12" white grooved	80.00	LF	\$22.00	\$1,760.00					\$1,760.00	
103	Perm tape type 3, 24" white grooved	310.00	LF	\$22.00	\$6,820.00					\$6,820.00	
104	Perm tape white left arrow grooved	4.00	EA	\$475.00	\$1,900.00					\$1,900.00	
105	Perm tape white right arrow grooved	3.00	EA	\$550.00	\$1,650.00					\$1,650.00	
106	ADA stall symbol	7.00	EA	\$175.00	\$1,225.00					\$1,225.00	
107	Remove lines 5" white	62.00	LF	\$17.00	\$1,054.00					\$1,054.00	
108	Remove lines 12" white	40.00	LF	\$29.00	\$1,160.00					\$1,160.00	
109	Remove lines 24" white	120.00	LF	\$33.00	\$3,960.00					\$3,960.00	
110	Remove arrow	2.00	EA	\$425.00	\$850.00					\$850.00	
113	Install seeding cover crop	1.45	AC	\$835.00	\$1,210.75					\$1,210.75	
114	Install seeding native mix	0.52	AC	\$3,050.00	\$1,586.00					\$1,586.00	
115	Install turf erosion control type 2	6.06	AC	\$8,500.00	\$51,510.00					\$51,510.00	
116	Install inlet protection	20.00	EA	\$215.00	\$4,300.00					\$4,300.00	
117	Install erosion check wattie	3,023.00	LF	\$3.00	\$9,069.00					\$9,069.00	
118	Install sodding	185.00	SY	\$55.00	\$10,175.00					\$10,175.00	
119	Install silt fence	460.00	LF	\$3.00	\$1,380.00					\$1,380.00	
120	Install flexamat	174.00	SY	\$97.00	\$16,878.00					\$16,878.00	
121	Install turf mat type A	491.00	SY	\$6.25	\$3,068.75					\$3,068.75	
122	Install SAFI baffle	3.00	EA	\$6,900.00	\$20,700.00	3	\$20,700.00	\$20,700.00	100.0%		
123	Install snout	1.00	EA	\$7,100.00	\$7,100.00	1	\$7,100.00	\$7,100.00	100.0%		

## Contractor's Application

For (Contract): Rob Wells										Application Number: 4									
Application Period: 5/22/2018 - 6/21/2018										Application Date 6/21/2018									
A				B				C	D	E	F		Balance to Finish (B - F)						
Item		Contract Information		Total Value of Item (\$)		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)									
Bid Item No.	Description	Item Quantity	Units	Unit Price															
124	Install 18" ID preserver	1.00	EA	\$4,200.00								\$4,200.00							
125	Install 24" ID preserver	1.00	EA	\$5,300.00			1	\$5,300.00		\$5,300.00	100.0%								
126	Install 30" ID preserver	1.00	EA	\$6,900.00								\$6,900.00							
127	Install 36" ID skimmer	1.00	EA	\$5,300.00								\$5,300.00							
129	Construction entrance	1.00	EA	\$1,500.00								\$1,500.00							
130	Loader rental operated	20.00	HR	\$120.00								\$2,400.00							
131	Backhoe rental operated	20.00	HR	\$105.00								\$2,100.00							
132	Dump truck rental operated	20.00	HR	\$95.00								\$1,900.00							
133	Skid loader rental operated	20.00	HR	\$100.00								\$2,000.00							
134	Excavator rental operated	20.00	HR	\$175.00								\$3,500.00							
135	Vacuum truck rental operated	20.00	HR	\$940.00								\$18,800.00							
B1	Right-of-Way Grading	2,100.00	CY	\$6.60								\$13,860.00							
CO#2	Tree Removal in the Fence Line	1.00	EA	\$1,575.00								\$1,575.00							
B1	Right-of-Way Grading	2,176.00	CY	\$6.60								\$14,361.60							



A-10

# MIDWEST

Right of Way Services, Inc.

[www.midwestrow.com](http://www.midwestrow.com)

July 5, 2018

John Kottman, City Engineer  
City of La Vista  
8116 Park View Boulevard  
La Vista, Nebraska 68128

## Invoice No.: 5022

Midwest Right of Way Services #539  
Services in connection with the  
City of La Vista - 120th & Giles - Total Acquisition

<b>Total Contract</b>	\$	-
<b>Amount Previously Invoiced</b>	\$	1,050.00

For the period of June 2, 2018 through June 29, 2018

Project Manager	4.00 hours at	\$95	per hour	\$	380.00
Acquisition Agent	4.50 hours at	\$85	per hour	\$	382.50
Miles	- miles	\$0.545	per mile	\$	-

Total Amount Due for this Invoice:

**\$ 762.50**

Total Remaining on Contract (after this invoice)

O.K. to pay  
MK 7-10-2018  
05.71.0899.003

\$ -

Past Due Invoices:

5000 - 6/13/18

\$ 85.00

Total Amount for Past Due Invoices:

**\$ 85.00**

TOTAL AMOUNT CURRENTLY DUE:

**\$ 847.50**

For questions regarding this invoice, please call Jack Borgmeyer at 402-955-2900.

Consent Agenda 7/17/18 (R)

A-11

Design Workshop, Inc.  
Landscape Architecture  
Planning  
Urban Design

July 6, 2018

Invoice No: 0059588

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

<b>Current Invoice Total</b>	<b>\$43.15</b>
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Project 005806.00 84th Streetscape Plan  
Professional Planning and Design Services.

**Professional Services from June 1, 2018 to June 30, 2018**

Task 010 Existing Context Survey & Mapping  
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
48,920.00	100.00	48,920.00	48,920.00	0.00

**Total Fee 0.00**

**Total this Task 0.00**

Task 020 Meetings  
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
73,130.00	100.00	73,130.00	73,130.00	0.00

**Total Fee 0.00**

**Total this Task 0.00**

Task 030 Conceptual Illustrative Plan  
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
63,740.00	100.00	63,740.00	63,740.00	0.00

**Total Fee 0.00**

**Total this Task 0.00**

Task 040 Selection of Preferred Streetscape Plan

# DESIGNWORKSHOP

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

Project	005806.00	84th Streetscape Plan	Invoice	0059588
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**Fee**

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
55,245.00	100.00	55,245.00	55,245.00	0.00

**Total Fee** 0.00

**Total this Task** 0.00

Task 041 Additional Services #1 (Phase I)  
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
4,999.00	100.00	4,999.00	4,999.00	0.00

**Total Fee** 0.00

**Total this Task** 0.00

Task 099 Reimbursable Expenses  
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
33,250.00	64.4036	21,414.21	21,371.06	43.15

**Total Fee** 43.15

**Total this Task** \$43.15

**Total this Invoice** \$43.15

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

**APPROVED**  
*Consent agenda*  
*AB 7-12-18*  
*16-53-0303*

**DESIGNWORKSHOP**

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

*Consent Agenda 7/17/18 (Re)*

A-12

**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

July 10, 2018  
Project No: 10-17105-01  
Invoice No: 0149758

Project 10-17105-01 La Vista City Centre Parking Fac CA

**Billing Period: June 1, 2018 to June 30, 2018**

**Fee**

Total Fee	34,000.00		
Percent Complete	40.00	Total Earned	13,600.00
		Previous Fee Billing	11,900.00
		Current Fee Billing	1,700.00
		<b>Total Fee</b>	<b>1,700.00</b>

**Consultants**

AGA Consulting, Inc.	1,737.50	
<b>Total Consultants</b>	<b>1,737.50</b>	<b>1,737.50</b>

**Reimbursable Expenses**

Travel Expenses-Mileage	6.00	
<b>Total Reimbursables</b>	<b>6.00</b>	<b>6.00</b>

**Total this Invoice \$3,443.50**

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Fee	1,700.00	11,900.00	13,600.00
Consultant	1,737.50	10,055.00	11,792.50
Expense	6.00	163.08	169.08
<b>Totals</b>	<b>3,443.50</b>	<b>22,118.08</b>	<b>25,561.58</b>

O.K. to pay  
BANK 7-12-2018  
CD-17-008  
05.71.0909.003

We appreciate your confidence in us and thank you in advance for your payment.  
Being environmentally friendly, we encourage payments via Wire Transfer.  
Routing number: 121000248 Account Number: 4945435436

Matthew Gulsvig, AIA, LEED AP



# Invoice

Reference Invoice Number with Payment

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

HDR Invoice No. 1200130195  
Invoice Date 10-JUL-2018  
Invoice Amount Due \$18,031.53  
Payment Terms 30 NET

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

Remit To PO Box 74008202  
Chicago, IL 60674-8202  
ACH/EFT Payments Bank of America ML US  
ABA# 081000032  
Account# 355004076604

Project Management for Services for Public Improvements and Other Works.

Professional Services  
From: 27-MAY-2018 To: 30-JUN-2018

Professional Services Summarization	Hours	Billing Rate	Amount
Administrative	7.00		389.34
Civil Engineer	49.00		7,286.51
Communications Coordinator	6.00		439.95
Communications Coordinator Sr	1.00		149.31
Graphic Designer 2	4.00		321.78
Project Controller	0.75		75.67
Project Manager	29.50		6,626.88
Sr. Civil Engineer	15.50		2,442.55
	<b>112.75</b>		<b>\$17,731.99</b>
	<b>Total Professional Services</b>		<b>\$17,731.99</b>

Expense Summarization	Quantity	Billing Rate	Amount
Field/Office Supplies			179.90
Mileage Personal	180.00		98.10
Printing/Reprographics			21.54
	<b>Total Expenses</b>		<b>\$299.54</b>

Amount Due This Invoice (USD) **\$18,031.53**

Fee Amount	\$649,972.00
Fee Invoiced to Date	\$311,364.09
Fee Remaining	\$338,607.91

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

*R. Ramirez*  
7-12-18

Consent Agenda 7/17/18 (re)

05.71.0909.03

# Invoice

HDR Invoice No. 1200130195  
Invoice Date 10-JUL-2018

## Professional Services and Expense Detail

Project Number: 10053040 Project Description: LaVista-Project Mgmt Svcs  
Task Number: 1.0 Task Description: Project Management

Professional Services		Hours	Billing Rate	Amount
Civil Engineer	Christiansen, Adam P.	3.00	108.03	324.09
Civil Engineer	Gorham, Andrew P	6.00	111.27	667.62
Project Controller	Clifton, Rachel M	0.75	100.89	75.67
Project Manager	Koenig, Christopher J	29.50	224.64	6,626.88
Sr. Civil Engineer	Cain, Christopher A	12.50	156.33	1,954.13
Sr. Civil Engineer	Cain, Christopher A	2.50	160.20	400.50
Sr. Civil Engineer	Zietlow, Leanne M	0.50	175.83	87.92
		<b>54.75</b>		<b>\$10,136.81</b>
		<b>Total Professional Services</b>		<b>\$10,136.81</b>

Expense		Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J	72.00	0.545	39.24
Printing/Reprographics	ARC Document Solutions LLC			21.54
		<b>Total Expense</b>		<b>\$60.78</b>
		<b>Total Task</b>		<b>\$10,197.59</b>

## Professional Services and Expense Detail

Project Number: 10053040 Project Description: LaVista-Project Mgmt Svcs  
Task Number: 2.0 Task Description: Construction Team Coordination

Professional Services		Hours	Billing Rate	Amount
Administrative	Anderson, Scott D	7.00	55.62	389.34
Civil Engineer	Cain, Christopher A	29.25	156.33	4,572.65
Civil Engineer	Cain, Christopher A	10.75	160.20	1,722.15
		<b>47.00</b>		<b>\$6,684.14</b>
		<b>Total Professional Services</b>		<b>\$6,684.14</b>

Expense		Qty	Billing Rate	Amount
Mileage Personal	Cain, Christopher A	108.00	0.545	58.86
		<b>Total Expense</b>		<b>\$58.86</b>
		<b>Total Task</b>		<b>\$6,743.00</b>

# Invoice

HDR Invoice No. 1200130195  
Invoice Date 10-JUL-2018

## Professional Services and Expense Detail

Project Number: 10053040 Project Description: LaVista-Project Mgmt Svcs  
Task Number: 3.0 Task Description: Public Outreach

Professional Services		Hours	Billing Rate	Amount
Communications Coordinator	Veldhouse, Kristen Lynn	5.00	72.99	364.95
Communications Coordinator	Veldhouse, Kristen Lynn	1.00	75.00	75.00
Communications Coordinator Sr	Rittershaus, Stephanie Gwen	1.00	149.31	149.31
Graphic Designer 2	George, Elizabeth L	2.00	69.00	138.00
Graphic Designer 2	Rolfes, Christina A	2.00	91.89	183.78
		11.00		\$911.04
		Total Professional Services		\$911.04

Expense	Qty	Billing Rate	Amount
Field/Office Supplies	First National Bank of Omaha		104.90
Field/Office Supplies	Marketing Web Cost Recovery		75.00

Total Expense \$179.90

Total Task \$1,090.94

ITEM A-14

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 17, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER 4 96 <sup>TH</sup> & BRENTWOOD TRAFFIC SIGNAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve Change Order No. 4 to the contract to Vierregger Electric Co. of Omaha, Nebraska for additions and deletions of work, which will result in an increase in the contract price of \$550.00.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval

**BACKGROUND**

The initial contract for this project was awarded to Vierregger Electric in the amount of \$306,470.16 on January 16, 2018. Change Orders No.1 through No. 3 have increased the contract by \$\$321,169.86. Change Order No. 4 addresses final quantity measurements, which resulted in small increases in conduit and wiring.

The net result of the change order is an increase of \$550.00 to the contract price for a total of \$321,719.86.



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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 4 TO THE CONTRACT WITH VIERREGGER ELECTRIC CO. OF OMAHA NEBRASKA, TO PROVIDE FOR ADDITIONS AND DELETIONS OF WORK TO THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$550.00.

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

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Vierregger Electric Co., Omaha, Nebraska, to provide for additions and deletions of work to the contract in an amount not to exceed \$550.00.

PASSED AND APPROVED THIS 17TH DAY OF JULY, 2018.

CITY OF LA VISTA

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

ATTEST:

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



## CHANGE ORDER

No. 4

Date of Issuance June 20, 2018

Effective Date: June 20, 2018

Project: 96 <sup>th</sup> and Brentwood - Traffic Signal	Owner: City of La Vista	Owner's Contract No.: PWST-16-008
Contract: 96 <sup>th</sup> and Brentwood - Traffic Signal		Date of Contract: January 16, 2018
Contractor: Verreger Electric		Engineer's Project No.: D17-1779

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

Original Bid Quantity Changes

Modification 1: Final Project Quantities.

Attachments: (List documents supporting change): *Summary of Quantities*

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 306,470.16

Decrease from previously approved Change Orders

No. 1 to No. 3

\$ 14,689.70

Contract Price prior to this Change Order:

\$ 321,169.86

Increase of this Change Order:

\$ 550.00

Contract Price incorporating this Change Order:

\$ 321,719.86

### CHANGE IN CONTRACT TIMES:

Original ☐ Working days ☒ Calendar days

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

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

No Change from previously approved Change Orders

No. 0 to No. 1

Substantial completion (days or date): No Change

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

Contract Times prior to this Change Order:

Substantial completion (days or date): No Change

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

No Change this Change Order:

Substantial completion (days or date): No Change

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

Contract Times with all approved Change Orders:

Substantial completion (days or date): No Change

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

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 6/28/18

Approved by Funding Agency (if applicable)

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 6-27-18

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

6/28/2018



96th & Brentwood Traffic Signal  
Order No. 4 Attachment #1

Change

Owner: City of La Vista

OA Project # 017-1779 Prepared By: Stacy Zablocki

DATE: 8/20/18

Contractor: Verreger Electric

B	C	D	E	G	H	I
Item No.	Description	Pay Unit	Contract Qty(S) Prior to this Change Order	Qty(S) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price Change Order No. 4 Costs (G*H)
<b>BID SECTION:</b>						
1	MOBILIZATION	LS	1.00	-	1.00	\$ 21,442.00
2	LANDSCAPING	LS	1.00	-	1.00	\$ 11,412.00
2A	PLANTING SOIL	CY	43.00	-	43.00	\$ 60.50
3	REMOVE PAVEMENT	SY	431.00	-	431.00	\$ 16.72
4	REMOVE MEDIAN SURFACING	SF	949.00	-	949.00	\$ 1.96
5	REMOVE SIDEWALK	SF	1,189.00	-	1,189.00	\$ 1.31
6	SAW CUT - FULL DEPTH	LF	810.00	-	810.00	\$ 5.28
7	REMOVE MONUMENT SIGN	EA	2.00	-	2.00	\$ 2,990.00
8	RELOCATE MONUMENT SIGN	EA	1.00	-	1.00	\$ 1,870.00
9	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	EA	8.00	-	8.00	\$ 547.80
10	REMOVE CURB INLET	EA	1.00	-	1.00	\$ 685.30
11	REMOVE 15" TO 18" SEWER PIPE	LF	25.00	-	25.00	\$ 29.98
12	DRILL AND GROUT TIE BARS	LF	208.00	-	208.00	\$ 5.68
13	CONSTRUCT 8" CONCRETE PAVEMENT (TYPE L65)	SY	560.00	-	560.00	\$ 62.81
14	CONSTRUCT 6" P.C.C. MEDIAN SURFACING	SF	958.00	-	958.00	\$ 8.23
15	CONSTRUCT 6" IMPRINTED P.C.C. SURFACING	SF	167.00	-	167.00	\$ 12.49
16	CONSTRUCT 6" P.C.C. SIDEWALK	SF	845.00	-	845.00	\$ 5.90
17	CONSTRUCT 8" COMBINATION CURB AND GUTTER	LF	237.00	-	237.00	\$ 31.63
18	CONSTRUCT CURB INLET - TYPE I	EA	1.00	-	1.00	\$ 3,652.00
19	CONSTRUCT 18" CONCRETE COLLAR	EA	2.00	-	2.00	\$ 287.10
20	CONSTRUCT 18" RCP - CLASS III	LF	22.00	-	22.00	\$ 101.37
21	AGGREGATE BEDDING FOR 18" STORM SEWER PIPE	LF	22.00	-	22.00	\$ 9.03
22	CONSTRUCT CURB RAMP	SF	222.00	-	222.00	\$ 18.87
23	CONSTRUCT ARMOR-TILE DETECTABLE WARNING PANEL	SF	64.00	-	64.00	\$ 16.50
24	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE, GROOVED	LF	278.00	-	278.00	\$ 4.24
25	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 10" WHITE, GROOVED	LF	186.00	-	186.00	\$ 9.13
26	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 12" WHITE, GROOVED	LF	20.00	-	20.00	\$ 10.95
27	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 18" WHITE, GROOVED	LF	161.00	-	161.00	\$ 16.39
28	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 24" WHITE, GROOVED	LF	424.00	-	424.00	\$ 22.00
29	INSTALL PERMANENT PREFORMED TAPE MARKING SYMBOL - TYPE DIRECTIONAL ARROW, WHITE	EA	6.00	-	6.00	\$ 361.00
30	INSTALL PERMANENT PREFORMED TAPE MARKING SYMBOL - TYPE "ONLY", WHITE	EA	4.00	-	4.00	\$ 330.00
31	INSTALL TRAFFIC POSTS AND SIGNS	LS	1.00	-	1.00	\$ 825.00
32	INSTALL PEDESTAL POLE, TYPE PP-4	EA	6.00	-	6.00	\$ 1,941.00
33	INSTALL MAST ARM SIGNAL POLE, TYPE MP-45	EA	1.00	-	1.00	\$ 11,883.00
34	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-40-12-40	EA	1.00	-	1.00	\$ 10,911.00
35	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-50-12-40	EA	2.00	-	2.00	\$ 13,545.00
36	INSTALL TRAFFIC SIGNAL, TYPE TS-1, W/T31 FACE, BKPLT & MA-5 MTG	EA	6.00	-	6.00	\$ 824.00
37	INSTALL TRAFFIC SIGNAL, TYPE TS-1A, W/T31 FACE & B-4 ALT. MTG	EA	4.00	-	4.00	\$ 736.00
38	INSTALL TRAFFIC SIGNAL, TYPE TS-1LF W/T32F FACE, BKPLT & MA-5 MTG	EA	2.00	-	2.00	\$ 946.00
39	INSTALL TRAFFIC SIGNAL, TYPE TS-1LFF W/T43F FACE, BKPLT & MA-5 MTG	EA	2.00	-	2.00	\$ 1,089.00
40	INSTALL PEDESTRIAN SIGNAL, TYPE PS-1 W/T-23 FACE & B-4 ALT MTG	EA	8.00	-	8.00	\$ 649.00
41	INSTALL PEDESTRIAN PUSH BUTTON	EA	8.00	-	8.00	\$ 269.00
42	INSTALL TRAFFIC SIGNAL CONTROLLER TYPE TC-2070 (8 PHASE)	EA	1.00	-	1.00	\$ 13,015.00
43	INSTALL TRAFFIC SIGNAL CONTROLLER CABINET, TYPE 332L	EA	1.00	-	1.00	\$ 2,450.00
44	INSTALL PULL BOX, TYPE PB-6	EA	4.00	-	4.00	\$ 747.00
45	INSTALL 2" PVC CONDUIT - TRENCHED	LF	116.00	125.00	241.00	\$ 7.90
46	INSTALL 3" PVC CONDUIT - BORED	LF	684.00	-	684.00	\$ 19.92
47	INSTALL SERVICE CABLE (SC)	LF	300.00	(300.00)	-	\$ 1.65
48	INSTALL SERVICE ENTRANCE CABLE (SEC)	LF	200.00	25.00	225.00	\$ 2.30
49	INSTALL SERVICE DISCONNECT PEDESTAL	EA	1.00	-	1.00	\$ 4,480.00
50	INSTALL 16/C NO. 14 AWG TRAF. SIGNAL CABLE	LF	476.00	-	476.00	\$ 5.45
51	INSTALL 3/C #6 STREET LIGHTING CABLE	LF	379.00	-	379.00	\$ 4.97
52	INSTALL 2/C #16 AWG PEDESTRIAN PUSH BUTTON LEAD-IN CABLE	LF	957.00	-	957.00	\$ 1.43
53	INSTALL 1/C #6 BARE COPPER GROUNDING CONDUCTOR	LF	379.00	-	379.00	\$ 1.36
54	INSTALL 200W STREET LIGHT LUMINAIRE	EA	3.00	-	3.00	\$ 650.00
55	INSTALL OVERHEAD SIGN	LS	1.00	-	1.00	\$ 4,638.00
56	PROVIDE AND INSTALL RADAR VEHICLE DETECTION SYSTEM	LS	1.00	-	1.00	\$ 28,397.00
57	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1.00	-	1.00	\$ 3,520.00

CHANGE ORDER NO. 1

X-1 Deduct costs associated with landscaping EA (1.00) (1.00) \$ (418.00) \$

CHANGE ORDER NO. 2

X-2 Quantity Changes EA 1.00 1.00 \$ 4,580.90 \$

CHANGE ORDER NO. 3

X-3 REMOVE 116 LF OF CURB AND GUTTER LF 116.00 116.00 \$ 1.37 \$

X-3A PROVIDE AND INSTALL 100 LF OF 2" PVC CONDUIT LF 100.00 100.00 \$ 18.30 \$

X-4A ADD MULCH EA 1.00 1.00 \$ 242.00 \$

TOTAL \$ 550.00

Original Contract Cost \$ 306,470.16  
Change Order No. 1 \$ (418.00)  
Change Order No. 2 \$ 4,580.90  
Change Order No. 3 \$ 10,536.80  
Change Order No. 4 \$ 550.00  
Total Contract Costs \$ 321,719.86

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voiced
127302	07/03/2018	ECKOPHONIC	2,000.00	N
127303	07/03/2018	DLR GROUP	1,700.00	N
127304	07/03/2018	OLSSON ASSOCIATES	399.00	N
127305	07/03/2018	RDG PLANNING & DESIGN	5,586.61	N
127306	07/03/2018	THOMPSON DRESSEN & DORNER	6,137.95	N
127307	07/03/2018	YANO'S NURSERY	5,000.00	N
127308	07/03/2018	MENARDS-RALSTON	410.84	N
127309	07/03/2018	SWAIN CONSTRUCTION INC	11,000.00	N
127310	07/17/2018	911 CUSTOM LLC	14,463.93	N
127311	07/17/2018	A-RELIEF SERVICES INC	601.50	N
127312	07/17/2018	ACTION BATTERIES UNLTD INC	800.40	N
127313	07/17/2018	ALTEC INDUSTRIES INCORPORATED	96,229.00	N
127314	07/17/2018	ASPHALT & CONCRETE MATERIALS	1,115.39	N
127315	07/17/2018	B & H PHOTO VIDEO	1,556.84	N
127316	07/17/2018	BARCAL, ROSE	181.05	N
127317	07/17/2018	BAXTER CHRYSLER DODGE JEEP-124TH	78.82	N
127318	07/17/2018	BLACK HILLS ENERGY	112.00	N
127319	07/17/2018	BOBCAT OF OMAHA	40,845.58	N
127320	07/17/2018	BRODART COMPANY	167.10	N
127321	07/17/2018	BUILDERS SUPPLY CO INC	115.20	N
127322	07/17/2018	CENTURY LINK	577.07	N
127323	07/17/2018	CENTURY LINK BUSN SVCS	74.28	N
127324	07/17/2018	CITY OF OMAHA	201,192.59	N
127325	07/17/2018	CITY OF PAPIILLION	13,425.79	N
127326	07/17/2018	CMS-CTR FOR MUNICIPAL SOLUTNS	1,575.00	N
127327	07/17/2018	ROBERT D COCO	22.00	N
127328	07/17/2018	COMP CHOICE INC	349.35	N
127329	07/17/2018	COX COMMUNICATIONS	277.40	N
127330	07/17/2018	CULLIGAN OF OMAHA	46.00	N
127331	07/17/2018	CUMMINS CENTRAL POWER LLC	608.75	N
127332	07/17/2018	DAIKIN APPLIED	266.00	N
127333	07/17/2018	DILLON BROS HARLEY DAVIDSON	456.21	N
127334	07/17/2018	DR VINYL	1,350.00	N
127335	07/17/2018	EN POINTE TECHNOLOGIES SALES	308.77	N
127336	07/17/2018	EXPRESS DISTRIBUTION LLC	312.95	N
127337	07/17/2018	EYMAN PLUMBING INC	2,350.00	N
127338	07/17/2018	FBG SERVICE CORPORATION	5,965.00	N
127339	07/17/2018	FEDEX	324.15	N
127340	07/17/2018	FEDEX KINKO'S	76.48	N
127341	07/17/2018	FIRST NATIONAL BANK FREMONT	1,029,481.25	N
127342	07/17/2018	FIRST STATE BANK	30,000.00	N
127343	07/17/2018	FIRST STATE BANK	5,668.85	N
127344	07/17/2018	FITZGERALD SCHORR BARMETTLER	36,795.43	N
127345	07/17/2018	FOCUS PRINTING	195.00	N
127346	07/17/2018	GALE	164.18	N
127347	07/17/2018	GALE	756.00	N
127348	07/17/2018	GREATAMERICA FINANCIAL SERVICES	805.00	N
127349	07/17/2018	H & H CHEVROLET LLC	109.80	N
127350	07/17/2018	HANEY SHOE STORE	150.00	N
127351	07/17/2018	HARTS AUTO SUPPLY	166.00	N
127352	07/17/2018	HEIMES CORPORATION	99.20	N
127353	07/17/2018	HOBBY LOBBY STORES INC	184.32	N
127354	07/17/2018	HY-VEE INC	209.49	N
127355	07/17/2018	INGRAM LIBRARY SERVICES	1,012.15	N
127356	07/17/2018	J & J SMALL ENGINE SERVICE	49.95	N
127357	07/17/2018	KIMBALL MIDWEST	215.75	N
127358	07/17/2018	MARK A KLINKER	200.00	N
127359	07/17/2018	LA VISTA COMMUNITY FOUNDATION	60.00	N
127360	07/17/2018	LOWE'S CREDIT SERVICES	43.68	N
127361	07/17/2018	LUEDERS LOCK & KEY INC	355.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
127362	07/17/2018	MATHESON TRI-GAS INC	19.68	N
127363	07/17/2018	MAX I WALKER UNIFORM RENTAL	625.16	N
127364	07/17/2018	MENARDS-RALSTON	877.26	N
127365	07/17/2018	METROPOLITAN COMMUNITY COLLEG	15,367.97	N
127366	07/17/2018	MID CON SYSTEMS INCORPORATED	756.40	N
127367	07/17/2018	MIDWEST TAPE	392.82	N
127368	07/17/2018	MOBOTREX MOBILITY & TRAFFIC	693.00	N
127369	07/17/2018	NETWORKFLEET, INC	330.93	N
127370	07/17/2018	O'REILLY AUTOMOTIVE STORES INC	454.80	N
127371	07/17/2018	ODEY'S INCORPORATED	2,632.80	N
127372	07/17/2018	OFFICE DEPOT INC	557.36	N
127373	07/17/2018	OMAHA PUBLIC POWER DISTRICT	56,625.69	N
127376	07/17/2018	OMAHA TACTICAL LLC	125.00	N
127377	07/17/2018	OMAHA WORLD-HERALD	736.47	N
127378	07/17/2018	ONE CALL CONCEPTS INC	406.32	N
127379	07/17/2018	PAPILLION SANITATION	1,590.76	N
127380	07/17/2018	PAPILLION TIRE INCORPORATED	87.67	N
127381	07/17/2018	PETTY CASH-PAM BUETHE	1,560.00	N
127382	07/17/2018	PLAINS EQUIPMENT GROUP	1,375.62	N
127383	07/17/2018	QUALITY AUTO REPAIR & TOWING	81.00	N
127384	07/17/2018	READY MIXED CONCRETE COMPANY	3,229.42	N
127385	07/17/2018	SANDRA JOHNSON	12.95	N
127386	07/17/2018	SARPY COUNTY COURTHOUSE	4,100.03	N
127387	07/17/2018	SHAMROCK CONCRETE COMPANY	80.00	N
127388	07/17/2018	SIMPLEX GRINNELL LP	250.76	N
127389	07/17/2018	SOUTHERN UNIFORM & EQUIPMENT	946.30	N
127391	07/17/2018	SWAN ENGINEERING LLC	2.12	N
127392	07/17/2018	SWANK MOTION PICTURES INC	693.00	N
127393	07/17/2018	SYMBOL ARTS LLC	90.00	N
127394	07/17/2018	TITAN MACHINERY	146.07	N
127395	07/17/2018	TOSHIBA FINANCIAL SERVICES	138.00	N
127396	07/17/2018	TRANS UNION RISK AND	48.50	N
127397	07/17/2018	TURFWERKS	420.58	N
127398	07/17/2018	U.S. CELLULAR	941.32	N
127399	07/17/2018	UNITE PRIVATE NETWORKS LLC	3,850.00	N
127400	07/17/2018	UNITED PARCEL SERVICE	42.12	N
127401	07/17/2018	UNITED SEEDS INCORPORATED	33.75	N
127402	07/17/2018	USI EDUCATION/GOVT SALES	72.49	N
127403	07/17/2018	UTILITY EQUIPMENT COMPANY	107.00	N
127404	07/17/2018	V & V MANUFACTURING INC	114.95	N
127405	07/17/2018	VAL VERDE ANIMAL HOSPITAL INC	460.07	N
127406	07/17/2018	VICTORIA BARNES	105.00	N
127407	07/17/2018	WESTLAKE HARDWARE INC NE-022	883.97	N
127408	07/17/2018	WHITE CAP CONSTR SUPPLY/HDS	113.26	N
127409	07/17/2018	WICK'S STERLING TRUCKS INC	201.35	N
127410	07/17/2018	RYAN WILLMS	66.00	N
127411	07/17/2018	ZIMCO SUPPLY COMPANY	305.00	N
TOTAL:			1,627,530.77	

APPROVED BY COUNCIL MEMBERS ON: 07/17/2018

COUNCIL MEMBER

COUNCIL MEMBER

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

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
413(E)	06/05/2018	ACCESS BANK	3,066.27	N
414(E)	06/05/2018	PITNEY BOWES-EFT POSTAGE	1,294.00	N
404(E)	06/06/2018	ELAN FINANCIAL SERVICES	25,110.12	N
400(E)	06/08/2018	AMERICAN HERITAGE LIFE INSURANCE	1,377.72	N
401(E)	06/08/2018	BLUE CROSS BLUE SHIELD OF NEBR	103,582.24	N
402(E)	06/08/2018	DEARBORN NATIONAL LIFE INSURANC	6,215.42	N
403(E)	06/08/2018	MID-AMERICAN BENEFITS INC	637.00	N
415(E)	06/26/2018	ALLY BANK	356.91	N
416(E)	06/26/2018	ENTERPRISE FM TRUST	580.01	N
417(E)	06/26/2018	ESSENTIAL SCREENS	52.50	N
418(E)	06/26/2018	FIRST NATIONAL BANK FREMONT	15,855,036.60	N
419(E)	06/26/2018	NE DEPT OF REVENUE-SALES TAX	962.90	N
420(E)	06/26/2018	TOSHIBA FINANCIAL SERVICES	127.40	N
421(E)	06/29/2018	FIRST STATE BANK	4,399.70	N
422(E)	06/29/2018	LINCOLN NATIONAL LIFE INS CO	5,626.96	N
423(E)	06/29/2018	FIRST STATE BANK	4,399.70	N
TOTAL:			16,012,825.45	

APPROVED BY COUNCIL MEMBERS ON: 07/17/2018

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COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 17, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
BOND ISSUANCE OFFSTREET PARKING DISTRICT NO. 2	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

Bond Counsel has prepared an ordinance to provide for the City of La Vista to proceed with the construction improvements within vehicle Offstreet Parking District No. 2. The ordinance also directs the Mayor to execute the official statement.

**FISCAL IMPACT**

It is anticipated that the City will act as the dispersing agent for the bond issue, which will not exceed \$5.1 million.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Ordinance No. 1301 passed and approved by the Mayor and Council of the City on February 7, 2017, the District was created and the City is authorized to proceed with the construction and financing of offstreet parking improvements within the District. By resolution adopted on December 20, 2017, the Mayor and Council proposed the creation of Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska.

It is necessary and advisable, in the interests of promoting safe and uncongested traffic flows through, in, and around City streets, Nebraska State Highway 85, Giles Road, Harrison Street and connections with Interstate 80 and other parts of the metropolitan area, encouraging redevelopment and eliminating and preventing recurrence of the substandard and blighted 84<sup>th</sup> Street Redevelopment Project Area, encouraging visitors to the City and enhancing the possibilities of additional services and amenities to the City and its inhabitants, and for additional sales tax revenues and increased property values for supporting the costs of public services, to construct offstreet parking improvements within the District to be owned and operated by the City (the "Project").

A complete copy of all supporting documents is on file in the Office of the City Clerk.



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

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION OFFSTREET PARKING BONDS, SERIES 2018 OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION ONE HUNDRED THOUSAND DOLLARS (\$5,100,000) ISSUED FOR THE PURPOSES OF PAYING THE COST OF CONSTRUCTING IMPROVEMENTS WITHIN VEHICLE OFFSTREET PARKING DISTRICT NO. 2 OF THE CITY AND PAYING COSTS OF ISSUANCE; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE LEVY OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING OFFICERS OF THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT FOR THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.**

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

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

- (a) The City has given notice inviting applications for private ownership and operation of offstreet parking facilities within the City with such notice being published in the *Papillion Times* on November 9, November 16, November 23, November 30 and December 7, 2016;
- (b) Pursuant to said published notice, a hearing was held before the Mayor and Council with respect to applications (if any) received on December 20, 2016;
- (c) No applications were received at any time prior to such hearing and the City is authorized to proceed to exercise the powers granted under the Offstreet Parking District Act (Sections 19-3301 to 19-3326, R.R.S. Neb. 1997, as amended, the "Act");
- (d) By resolution adopted on December 20, 2017, the Mayor and Council proposed the creation of Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska (the "District");
- (e) Notice of creation of the District and of a hearing on any objections filed was published in the *Papillion Times* on December 28, 2016, January 4, and January 11, 2017;
- (f) Pursuant to said notice a hearing was held with respect to the creation of the District and any objections thereto;
- (g) No objections to the creation of the District were filed at any time prior to said hearing;
- (h) By Ordinance No. 1301 passed and approved by the Mayor and Council of the City on February 7, 2017, the District was created and the City is authorized to proceed with the construction and financing of offstreet parking improvements within the District as provided under the Act;
- (i) It is necessary and advisable, in the interests of promoting safe and uncongested traffic flows through, in, and around City streets, Nebraska State Highway 85, Giles Road, Harrison Street and connections with Interstate 80 and other parts of the metropolitan area, encouraging redevelopment and eliminating and preventing recurrence of the substandard and blighted 84<sup>th</sup> Street Redevelopment Project Area, encouraging visitors to the City and enhancing the possibilities of additional services and amenities to the City and its inhabitants, and for additional sales tax revenues and increased property values for supporting the costs of public services, to construct offstreet parking improvements within the District to be owned and operated by the City (the "Project");
- (j) The City's engineers have provided a cost estimate for the portion of the Project financed by the bonds authorized herein in an amount exceeding \$5,100,000;

- (k) To pay such costs it is necessary and advisable for the City to issue its general obligation bonds pursuant to Section 19-3317 of the Act and Section 77-27,142 et seq., Neb. R.S.Cumm.Supp. 2016; and
- (l) All conditions, acts and things required by law for the issuance by the City of its general obligation bonds in the aggregate stated principal amount of not to exceed \$5,100,000 pursuant to the Act, and other applicable statutes, do exist and have been done as required by law.

Section 2. To provide funds for the purpose of paying the costs of the Project as set forth in Section 1 hereof, there shall be and there are hereby ordered issued the General Obligation Offstreet Parking Bonds of the City, in the aggregate stated principal amount of not to exceed Five Million One Hundred Thousand Dollars (\$5,100,000). The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor, City Administrator or City Clerk (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), the following with respect to the Bonds: (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 0.75% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) for each series, the title, dated date, aggregate principal amount (which aggregate stated principal amount shall not exceed \$5,100,000; provided, however, the principal amount may be increased to account for any net original issue discount), and the final maturity date, which shall not be later than the twentieth anniversary of the date of original issue of the Bonds, (iv) the principal amounts maturing in each year and whether maturities will be issued as serial or term bonds, (v) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 4.00%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity, (x) the certain maturities of Bonds (the "Insured Bonds") to be insured by the Assured Guaranty Municipal Corp. (the "Bond Insurer") as determined pursuant to section 15 of this Ordinance and the terms and provisions of any such

bond insurance policy, and (xi) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on September 1 and March 1 of each year beginning March 1, 2019 (or such other dates as may be determined in the Designation, each an "Interest Payment Date"), and the Bonds shall bear interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. First National Bank of Omaha is hereby designated to serve as Paying Agent and Registrar for the Bonds, provided that the City reserves the right to designate a

different bank or trust company to serve in such capacity and upon such agreed terms as may be determined in the Designation by one or more Authorized Officers or at any time by the Mayor at the Mayor's discretion. If a different bank or trust company is designated, such bank or trust company shall serve as Paying Agent and Registrar in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City in the form as an Authorized Officer shall deem appropriate on behalf of the City. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one such bond may be transferred for several such bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to

the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date as may be determined in the Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SARPY  
CITY OF LA VISTA**

**GENERAL OBLIGATION OFFSTREET PARKING BOND  
SERIES 2018**

No. \_\_\_\_\_ \$ \_\_\_\_\_

<u>No.</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	%	_____, 20__	_____, 2018	

**Registered Owner: CEDE & CO.**

**Principal Amount:** \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, in the County of Sarpy, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above the principal amount specified above in lawful money of the United States of America on the maturity date specified above, with interest thereon from date of original issue specified above or most recent interest payment date, whichever is later, to maturity (or earlier redemption) at the rate per annum specified above. Said interest shall be payable semiannually on the \_\_\_\_\_ day of \_\_\_\_\_ and \_\_\_\_\_ in each year, starting \_\_\_\_\_, 20\_\_. If this bond is not paid upon presentation at maturity or any interest installment hereon is not paid when due, the bond or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. The interest hereon due prior to maturity or earlier redemption shall be paid on each interest payment date by First National Bank of Omaha as Paying Agent and Registrar for the City by wire transfer (but only in accordance with the limited terms of the authorizing ordinance), check or draft mailed to the registered owner hereof, as shown on the records of the Paying Agent and Registrar as of the close of business on the fifteenth day immediately preceding an interest payment date, at such owner's registered address as it appears on the books of registration of the City. The principal of this bond and the interest due at maturity or upon call for redemption prior to maturity are payable on presentation and surrender to said Paying Agent and Registrar at the office of the Paying Agent and Registrar in \_\_\_\_\_, Nebraska. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, principal and interest as the same become due, the full faith, credit and resources of the City are hereby irrevocably pledged.

The City, however, reserves the right and option of paying bonds of this issue on \_\_\_\_\_, 20\_\_, or at any time thereafter, at the principal amount thereof plus accrued interest to the date fixed for redemption.

Bonds maturing \_\_\_\_\_, 20\_\_ shall be subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date of \_\_\_\_\_ of the years, and in the principal amounts, as follows:

<u>Redemption Date</u> <u>_____ of the Year</u>	<u>Principal Amount</u>
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Notice of any such redemption shall be given by mail, sent to the registered owner of any bond to be redeemed at said registered owner's address in the manner provided in the ordinance authorizing said bonds. Individual bonds may be redeemed in part but only in the amount of \$5,000 or integral multiples thereof. Any bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new bond or bonds evidencing the unredeemed principal thereof.

This bond is issued pursuant to Sections 19-3301 to 19-3327, R.R.S. Nebraska, 2012, and 77-27,142, R.S.Cumm.Supp. 2016, and is one of an issue of fully registered bonds of the total principal amount of \$\_\_\_\_\_, of like tenor herewith except as to denomination, date of maturity and rate of interest issued by the City for the purpose paying the cost of vehicle offstreet parking improvements constructed in the City in Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska (the "District"). The issuance of said bonds has been authorized by an ordinance duly passed by the Mayor and Council of the City.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, its Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, as described in the Ordinance, the City of La Vista, Nebraska, the City agrees that it shall cause to be levied and collected annually a levy of taxes on all the taxable property in the City for the purpose of paying and sufficient to pay the interest and principal of the Bonds when and as such principal and interest become due. The City reserves the right to provide for payments of principal and interest on the Bonds in any fiscal year from other available funds, including but not limited to general sales tax receipts and/or revenues from the District, as appropriated and applied, and thereby satisfy its obligation to levy taxes on property. Secondly, the City has pledged a portion of the additional ½ cent sales and use tax imposed pursuant to Ordinance No. 1216 (the "Tax") to the payment of the principal of and interest on the Bonds;

provided, however, that such pledge shall be junior to the pledge provided with respect to the City's Tax Supported Improvement Bonds, Series 2017, (the "Sales Tax Bonds"), any additional bonds payable on par with the Sales Tax Bonds equally and ratably secured by a pledge of receipts from the Tax, and any other similar bonds issued by the City with the pledge of the Tax as the primary security for payment.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Mayor and Council of the City of La Vista, Nebraska, have caused this bond to be executed on behalf of the City by being signed by the Mayor and Clerk of the City, both of which signatures may be facsimile signatures, and by causing the official seal of the City to be affixed hereto, all as of the date of original issue shown above.

CITY OF LA VISTA, NEBRASKA

By \_\_\_\_\_ (Do not sign)  
Mayor

ATTEST:



\_\_\_\_\_  
(Do not sign)  
City Clerk  
(S E A L)

### **CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds authorized by an ordinance passed and approved by the Mayor and Council of the City of La Vista as described in said bonds.

\_\_\_\_\_  
(Do not sign)  
FIRST NATIONAL BANK OF OMAHA,  
as Paying Agent and Registrar

### **[STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on the Bonds maturing \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_, inclusive (the "Insured Bonds"), to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, or its successor, as paying agent for the Insured Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.]

### **(FORM OF ASSIGNMENT)**

For value received \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_ the within bond and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

SIGNATURE GUARANTEED

By \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within bond in every particular without alteration, enlargement or any

change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Chicago or other stock exchange.

Section 8. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “Depository”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the “Letter of Representations”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “Bond Participant”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a “Beneficial Owner”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Series 2018 Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance

upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to the Treasurer of the City who shall be responsible therefor under his/her official bond and such Treasurer shall maintain a record of information with respect to said Bonds in accordance with the requirements of Section 10-140, R.R.S. Neb, 2012, as amended, and shall cause the same to be filed with the Auditor of Public Accounts of the State of Nebraska. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the purchase price thereof plus accrued interest thereon to date of payment of the Bonds. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including,

without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 9. The City Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and City Council precedent to the issuance of said Bonds, a copy of which shall be delivered to the Underwriter.

Section 10. The proceeds of the Bonds shall be applied to the costs of the Project as described in Section 1 hereof, including payment of any related warrant indebtedness and issuance expenses for the Bonds. Pending such application, the City Treasurer shall hold such proceeds.

Section 11. The City agrees that it shall cause to be levied and collected annually a levy of taxes on all the taxable property in the City for the purpose of paying and sufficient to pay the interest and principal of the Bonds when and as such principal and interest become due (including as principal falling due any amounts for mandatory redemption of term bonds as may be set forth in the Designation). The City reserves the right to provide for payments of principal and interest on the Bonds in any fiscal year from other available funds, including but not limited to general sales tax receipts of the City and/or revenues from the District, as appropriated and applied, and thereby satisfy its obligation to levy taxes on property as provided in this Section 11. Secondly, the City hereby pledges a portion of the additional ½ cent sales and use tax imposed

pursuant to Ordinance No. 1216 (the "Tax") to the payment of the principal of and interest on the Bonds; provided, however, that such pledge shall be junior to the pledge provided with respect to the City's Tax Supported Improvement Bonds, Series 2017, (the "Sales Tax Bonds"), any additional bonds payable on par with the Sales Tax Bonds equally and ratably secured by a pledge of receipts from the Tax, and any other similar bonds issued by the City with the pledge of the Tax as the primary security for payment. The junior lien pledge of the Tax provided for in this Section 11 for the Bonds shall not prevent the City from otherwise applying receipts from the Tax in any year for any other lawful purpose. In addition, the City further reserves the right to issue additional bonds payable on par with the Bonds equally and ratably secured by a junior pledge of receipts from the Tax.

Section 12. The Mayor and City Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a Preliminary Official Statement with respect to the Bonds and the information therein contained and to approve and deliver a final Official Statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 13. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply

with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 14. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby authorizes the Authorized Officers, or any one or more of them, as, if and to the extent appropriate, to designate the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenant and warrant on behalf of the City that the City does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than \$10,000,000 during the calendar year in which the Bonds are issued (taking into consideration the exception for current refunding issues). The City agrees to take all further actions, if any, necessary and appropriate to qualify the Bonds herein authorized as such "qualified tax-exempt obligations" as and to the extent permitted by law.



Section 15. The Authorized Officers are authorized to enter into an insurance policy (the "Bond Insurance Policy") issued by the Bond Insurer guaranteeing the scheduled payment of the principal of and interest on the Insured Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the following provisions shall be applicable to any bonds designated as Insured Bonds:

- (a) The Bond Insurer is a third party beneficiary to this Ordinance.
- (b) No modification, amendment or supplement to this Ordinance shall become effective except upon obtaining the prior written consent of the Bond Insurer.
- (c) The City shall send copies of any modification or amendment to this Ordinance to Moody's Investors Service at least 10 days prior to the effective date thereof.
- (d) The rights granted to the Bond Insurer under this Ordinance to request, consent to or direct any action are rights granted to the Bonds Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the Bondholders nor does such action evidence any position of the Bond Insurer, positive or negative, as to whether Bondholder consent is required in addition to consent of the Bond Insurer.
- (e) Amounts paid by the Bond Insurer under the Bond Insurance Policy shall not be deemed paid for purposes of this Ordinance and shall remain outstanding and continue to be due and owing until paid by the City in accordance with this Ordinance.
- (f) Claims upon the Bond Insurance Policy and payments by and to the Bond Insurer shall be made in accordance with the following provisions:

If, on the third business day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Paying Agent, after making all transfers and deposits required under this Ordinance, moneys sufficient to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Paying Agent shall give notice to the Bond Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such business day. If, on the second business day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Paying Agent shall make a claim under the Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Insured Bonds and the amount required to pay principal of the Insured Bonds, confirmed in writing to the Bond Insurer and the Insurer's

Fiscal Agent by 12:00 noon, New York City time, on such second business day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Paying Agent shall designate any portion of payment of principal on Insured Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Bond to the Bond Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Insured Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Bond or the subrogation rights of the Bond Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Insured Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Insurance Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Bondholders in the same manner as principal and interest payments are to be made with respect to the Insured Bonds under the sections hereof regarding payment of Insured Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the City agrees to pay to the Bond Insurer (i) a sum equal to the total of all amounts paid by the Bond Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (A) the greater of (1i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (2) the then applicable highest rate of interest on the Insured Bonds and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The City hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien

on and pledge of the Revenues and payable from such Revenues on a parity with debt service due on the Insured Bonds.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following a Insured Bond payment date shall promptly be remitted to the Bond Insurer.

(g) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Insured Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy.

(h) The City shall pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in this Ordinance; (ii) the pursuit of any remedies under this Ordinance or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Ordinance whether or not executed or completed, (iv) the violation by the City of any law, rule or regulation, or any judgment, order or decree applicable to it or (v) any litigation or other dispute in connection with this Ordinance or the transactions contemplated hereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Ordinance.

(i) The Bond Insurer shall be entitled to pay principal or interest on the Insured Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Insured Bonds as a result of acceleration of the maturity thereof in accordance with this Ordinance, whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Bond Insurance Policy) or a claim upon the Bond Insurance Policy.

(j) The notice address of the Bond Insurer is: Assured Guaranty Municipal Corp, 31 West 52<sup>nd</sup> Street, New York, New York, 10019, Attention: Managing Director – Surveillance, Re: Policy No. 214971-N, Telephone: (212) 974-0100, Telecopier (212) 581-3268. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(k) The Bond Insurer shall be provided with the following information:

(i) Annual audited financial statements within 150 days after the end of the City's fiscal year (together with a certification of the City that it is not aware of any default or Event of Default under this Ordinance), and the City's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of any default known to the City within five business days after knowledge thereof;

(iii) Prior notice of the advance refunding or redemption of any of the Insured Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(iv) Notice of the resignation or removal of the Paying Agent and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(v) Notice of the commencement of any proceeding by or against the City commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Insured Bonds;

(vii) A full original transcript of all proceedings relating to the execution of any amendment or supplement to this Ordinance; and

(viii) All reports, notices and correspondence to be delivered to Bondholders under the terms of this Ordinance.

(l) To accomplish defeasance of the Insured Bonds, the City shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Bond Insurer (the "Accountant") verifying the sufficiency of the escrow established to pay the Insured Bonds in full on the maturity or redemption date (the "Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Insured Bonds are no longer "Outstanding" under the Ordinance and (iv) if there is a Paying Agent for the Insured Bonds a certificate of discharge of the Paying Agent with respect to the Insured Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City, the Paying Agent and the Bond Insurer. The Bond Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

(m) The maturity of the Insured Bonds shall not be accelerated without the consent of the Bond Insurer and in the event the maturity of the Insured Bonds is accelerated, the Bond Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued on such principal to the date of acceleration (to the extent unpaid by the City) and the Paying Agent shall accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Bond Insurer's obligations under the Bond Insurance Policy with respect to such Insured Bonds shall be fully discharged.

(n) The prior written approval of the Bond Insurer is required if the City exercises any provision of this Ordinance permitting the purchase of Insured Bonds in lieu of redemption if any Insured Bond so purchased is not cancelled upon purchase.

(o) The City shall provide the Bond Insurer with such additional information as the Bond Insurer may reasonably request.

(p) The City will permit the Bond Insurer to discuss the affairs, finances and accounts of the City or any information or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Bond Insurer and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books and records of the City on any business day upon reasonable prior notice.

(q) Notwithstanding satisfaction of the other conditions to the issuance of Parity Bonds set forth herein, no Parity Bonds shall be issued if an event of default (or any event which, once all notice or grace period have passed, would constitute an event of default) exists unless such default shall be cured upon such issuance.

(r) The Bond Insurer shall be deemed to be the sole holder of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the owners of the Insured Bonds are entitled to take in the event of a default. In furtherance thereof and as a term of the Ordinance and each Insured Bond, the Registrar and each Owner appoint the Bond Insurer as their agent and attorney-in-fact and agree that the Bond Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Registrar and each Owner delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Registrar and each Owner in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

Section 16. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or

held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. This Ordinance shall be published in pamphlet form and shall be in force and take effect from and after its adoption as provided by law.

PASSED AND APPROVED this 17th day of July, 2018.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

[SEAL]

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 17, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CALL FOR REDEMPTION OF BONDS AND REFUNDING FIRE STATION FACILITY SERIES 2011 BOND ISSUES	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

An Ordinance has been prepared authorizing and approving a lease-purchase transaction with First National Bank of Omaha. The proceeds will be used to pay the cost of refunding certain outstanding indebtedness which was originally issued to finance a Fire Station facility and related improvements for the City. The delivery is not to exceed \$3,200,000.

**FISCAL IMPACT**

Savings of approximately \$119,000 will be recognized over time in the Debt Service Fund as a result of the lower interest rate.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City is paying an average coupon (interest) rate of 3.55% on this current bond issue; however, with the refunding, the average coupon rate will fall to approximately 2.93%.

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

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AND APPROVING A LEASE-PURCHASE TRANSACTION WITH FIRST NATIONAL BANK OF OMAHA (OR SUCH OTHER BANK OR TRUST COMPANY AS MAY BE DETERMINED), THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFUNDING CERTAIN OUTSTANDING INDEBTEDNESS WHICH WAS ORIGINALLY ISSUED TO FINANCE A FIRE STATION FACILITY AND RELATED IMPROVEMENTS FOR THE CITY; APPROVING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$3,200,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION IN SUCH LEASE; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF CERTAIN PROVISIONS OF THE LEASE AND RELATED DOCUMENTS; AND RELATED MATTERS.

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

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

(a) The City previously determined that it was necessary, desirable, advisable and in the best interests of the City that the City acquire a fire station facility and related improvements, fixtures, furniture and equipment for use by the City (collectively, the "**Project**"). The Project has been constructed and is currently financed through the issuance of Refunding Bonds (La Vista Fire Station Project), Series 2011, date of original issue – July 15, 2011, by the City of La Vista Facilities Corporation (the "**Corporation**") and currently outstanding in the principal amount of \$3,095,000 (the "**Outstanding Bonds**"). The City is acquiring the Project through a Lease-Purchase Agreement dated as of December 1, 2005, as supplemented and amended by a First Amendment to Lease-Purchase Agreement dated as of July 1, 2011, by and between the Corporation as Lessor and the City as Lessee. Since the issuance of the Outstanding Bonds, interest rates have declined so that by taking up and paying off the Outstanding Bonds through entering into the Lease and delivery of the Certificates authorized herein, savings in interest costs can be made to ultimately reduce the City's cost of acquisition of the Project.

(b) The City has carefully considered the options available to it with respect to refinancing the acquisition of the Project.

(c) In order to facilitate the foregoing and to pay the costs thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into an Assignment, License and Easement (the "**License and Easement**") between the City, as grantor, and First National Bank of Omaha (or such other bank or trust company as may be determined by an Authorized Officer (defined herein), the "**Trustee**"), as grantee, pursuant to which the City (a) assigns its rights in the Project to the Trustee for the term of the Lease, and (b) grants a license and easement with respect to the Real Property (as defined in the Lease) to the Trustee on the terms and conditions set forth therein, the form of which is presented herewith;

2. Enter into a Lease-Purchase Agreement (the "**Lease**") with the Trustee, pursuant to which the City, as lessee, will lease the Project from the Trustee, as lessor, with an option to purchase the Trustee's interest in the Project and pursuant to which the



parties shall agree that the Project shall remain the personal property of the Trustee during the term of the Lease, the form of which is presented herewith;

3. Execute and deliver a Tax Compliance Agreement (the “**Tax Agreement**”) pursuant to which the City makes certain representations and covenants related to the exclusion of the interest portions of basic rent under the Lease from gross income for purposes of federal income taxation, in a form as approved by an Authorized Officer;

4. Approve a Declaration of Trust (the “**Declaration of Trust**”) by the Trustee, pursuant to which Certificates of Participation, Series 2018 (the “**Certificates of Participation**” or “**Certificates**”), evidencing proportionate interests of the owners thereof in basic rent payments to be made by the City under the Lease, will be executed and delivered, the form of which is presented herewith;

5. Approve an Official Statement respecting the Certificates of Participation, to be in substantially the same form as the Preliminary Official Statement respecting the Certificates of Participation, in a form as approved by an Authorized Officer (the “**Preliminary Official Statement**,” and together, the “**Official Statement**”); and

6. Direct the call of the Outstanding Bonds for redemption on a date (the “**Redemption Date**”) to be determined by an Authorized Officer and take any and all actions and execute and deliver any and all documents or notices in connection therewith as one or more Authorized Officers deem necessary or appropriate.

The License and Easement, the Lease and the Tax Agreement are referred to together herein as the “**City Documents**.”

**Section 2.** The City Documents and the Declaration of Trust are hereby approved in substantially the forms presented herewith or in such forms as approved by an Authorized Officer, with such changes therein as are approved by the Mayor, City Administrator or City Clerk (each, an “**Authorized Officer**”).

The Authorized Officers, or each individually, are hereby authorized and directed to determine (a) the stated principal amount of the Lease, which shall not exceed \$3,200,000, provided, however, the principal amount may be increased to account for any net original issue discount on the sale price of the Certificates, (b) the principal installments to be due thereunder, (c) the final maturity of the Lease, which shall not be later than December 15, 2026, (d) the rate or rates of interest to be borne by each principal maturity, provided that the City realize net present value savings from the issuance of the Certificates, (e) the prepayment provisions and (f) the Redemption Date of the Outstanding Bonds and other terms, conditions and documentation of such redemption. The Authorized Officers, or each individually, are hereby authorized to make such changes, additions or deletions with respect to the Lease as may be in the best interests of the City prior to the signing thereof. An Authorized Officer's execution of the City Documents will be conclusive evidence of such approval.

Each Authorized Officer is hereby authorized and directed to approve the form of, execute and deliver, or cause to be executed and delivered, the City Documents and to approve changes to the Declaration of Trust on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the City Documents and attest such seal.

The Authorized Officers are each hereby authorized to cause the Outstanding Bonds to be called for redemption on the Redemption Date. Each Authorized Officer is hereby authorized to do any and all things and execute and deliver any and all documents deemed by them to be necessary or appropriate in connection with the redemption of the Outstanding Bonds.

**Section 3.** The Authorized Officers are each individually authorized to approve, deliver and deem final a preliminary Official Statement and final Official Statement and to distribute such documents to investors and the public.

**Section 4.** The Certificates shall be sold with a maximum underwriting discount of 0.75% of the stated principal amount of the Certificates to D.A. Davidson & Co., the underwriter thereof (the “**Underwriter**”) pursuant to a Certificate Purchase Agreement between the City and the Underwriter with respect to the Certificates. The Authorized Officers are hereby authorized to enter into a Certificate Purchase Agreement, in such form as one or more Authorized Officers shall approve as being in the best interests of the City.

**Section 5.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the City Council hereby (a) authorizes and directs the Authorized Officers (or each individually) and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with special tax counsel, the Lessor and its counsel and the Underwriter, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to the Authorized Officers, or each individually, the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Lease and the Certificates not specifically set forth in this Ordinance and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the City Documents, the issuance, sale and delivery of the Certificates and the payment and redemption of the Outstanding Bonds. The execution and delivery by the Authorized Officers, or each individually, or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Authorized Officers and all other officers, officials, employees and agents of the City including, without limitation, the expenditure of funds and the selection, appointment and employment of special tax counsel, financial advisors, and other agents in connection with the execution and delivery of the City Documents and the issuance, sale and delivery of the Certificates and the redemption of the Outstanding Bonds, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

**Section 6.** The provisions of this Ordinance, of any supplemental ordinance, and of any resolutions or other proceedings providing for the execution and delivery of the City Documents, the sale of the Certificates and the redemption of the Outstanding Bonds and the terms and

provisions thereof shall constitute a contract between the City, the Lessor and the registered owners of the Certificates, and the provisions thereof shall be enforceable by any owner of a Certificate for the equal benefit and protection of all such owners similarly situated, by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the “**State**”) in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the City Documents, and the issuance, sale and delivery of the Certificates, this Ordinance and any supplemental ordinance shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Ordinance.

**Section 7.** With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance, the City Documents or the Certificates is intended or should be construed to confer upon or give to any person other than the City, the Trustee and the registered owners of the Certificates, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, lease or provision herein contained. The Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Lessor and the registered owners from time to time of the Certificates as herein and therein provided.

**Section 8.** No officer or employee of the City shall be individually or personally liable for the performance of any duties or obligations under the City Documents or the payment of the principal of or interest on any Certificate. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

**Section 9.** Whenever this Ordinance or the City Documents requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Ordinance or the City Documents the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

**Section 10.** If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the City to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the City Documents, but the Lessor and the registered owners of the Certificates shall retain all the rights and benefits afforded to them hereunder and under the City Documents or any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other

case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever.

**Section 11.** This Ordinance shall be construed and interpreted in accordance with the laws of the State. All suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Ordinance, or remedies under this Ordinance.

**Section 12.** Any ordinance of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance is hereby repealed to the extent of such inconsistency.

**Section 13.** This ordinance shall take effect and be in force from and after its passage and publication in pamphlet form as provided by law.

**PASSED AND APPROVED:** July 17, 2018.

**CITY OF LA VISTA, NEBRASKA**

ATTEST:

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

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

[ S E A L ]

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 17, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONDITIONAL USE PERMIT AMENDMENT – BOBCAT OF OMAHA LOT 1, LAKEVIEW SOUTH II, REPLAT 5 (8701 S. 145 <sup>TH</sup> ST.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution prepared for Council to consider an application for a Conditional Use Permit Amendment for Bobcat of Omaha to expand their repair shop and office area, generally located east of 145<sup>th</sup> St. and north of Meadows Blvd.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval, contingent on the finalization of the design review process.

**BACKGROUND**

A public hearing has been scheduled to consider an application submitted by Retreat Financial LLC, dba Bobcat of Omaha, for a Conditional Use Permit Amendment to expand their repair and office areas. The property is zoned I-1, Light Industrial, with the Gateway Corridor overlay. Bobcat of Omaha is seeking to expand their current facility and will continue to utilize the new addition for equipment repairs and general office space.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 21, 2018 and unanimously recommended approval of the Conditional Use Permit Amendment as the request is consistent with the Comprehensive Plan and the Zoning Ordinance. *(A copy of the June 21, 2018 meeting minutes can be found in the Consent Agenda section of this agenda.)*

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A CONDITIONAL USE PERMIT FOR RETREAT FINANCIAL, LLC, DBA BOBCAT OF OMAHA, TO ALLOW FOR AN EXPANSION OF THEIR EXISTING FACILITY ON LOT 1, LAKEVIEW SOUTH II REPLAT 5.

WHEREAS, Retreat Financial, LLC, has requested an amendment to an existing Conditional Use Permit to expand their current Bobcat of Omaha facility on Lot 1, Lakeview South II Replat 5, generally located east of 145<sup>th</sup> St. and north of Meadows Blvd.; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes;

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of an amendment to the Conditional Use Permit in form and content submitted at this meeting, for Retreat Financial, LLC, to allow for an expansion of their existing Bobcat of Omaha facility on Lot 1, Lakeview South II Replat 5, contingent on the finalization of the design review process.

PASSED AND APPROVED THIS 17TH DAY OF JULY 2018.

CITY OF LA VISTA

ATTEST:

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

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



**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

CASE NUMBER: PCUP 18-0001

FOR HEARING OF: July 17, 2018

Report Prepared on July 11, 2018

**I. GENERAL INFORMATION**

- A. APPLICANT:** Retreat Financial, LLC
- B. PROPERTY OWNER:** Retreat Financial, LLC
- C. LOCATION:** 145<sup>th</sup> Street, North of Meadows Blvd.
- D. LEGAL DESCRIPTION:** Lot 1 Lakeview South II Replat 5.
- E. REQUESTED ACTION(S):** Conditional Use Permit amendment to allow for a 8,104 square foot expansion to the main building for Bobcat of Omaha.
- F. EXISTING ZONING AND LAND USE:**  
I-1 Light Industrial District; Farm Implement Sales and Service use.
- G. PROPOSED USES:** The Conditional Use Permit would allow for the expansion of an existing Farm Implement Sales and Service operation.
- H. SIZE OF SITE:** 4.546 acres

**II. BACKGROUND INFORMATION**

- A. EXISTING CONDITION OF SITE:** The lot has a gradual downward slope to the north.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
  - 1. **North:** Tax Lot 4 23-14-11; C-1, Shopping Center Commercial, Gateway Corridor District (Overlay District)
  - 2. **East:** The Meadows; R-1 Single-Family Residential
  - 3. **South:** Lakeview South II; I-1 Light Industrial, Gateway Corridor District (Overlay District)
  - 4. **West:** Lakeview South II; I-2 Heavy Industrial, Gateway Corridor District (Overlay District)
- C. RELEVANT CASE HISTORY:** N/A.



### **III. ANALYSIS**

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for industrial uses.
- B. OTHER PLANS:** The property lies within the Gateway Corridor District (Overlay District). Review of the proposed expansion has commenced as per the design guidelines for the district. The documents provided within proposed CUP are in draft form. The design review process will need to be substantially complete by the time of City Council review of the CUP.
- C. TRAFFIC AND ACCESS:**
  - 1. Access would be from egress / ingress drives on 145<sup>th</sup> Street. The peak hour traffic associated with this facility will be rather light and does not warrant a traffic impact study.
- D. UTILITIES:** All utilities are available to the site.
- E. PARKING REQUIREMENTS:**
  - 1. Parking requirements would follow the minimum needed for a Farm Implement Sales and Service facility.
- F. LANDSCAPING:** The existing property is located within the Gateway Corridor District. The landscaping plan will be reviewed in accordance with the Gateway Corridor District design guidelines through the design review process currently underway. The design review process will need to be substantially complete by the time of City Council review of the CUP.

### **IV. REVIEW COMMENTS:**

- 1. The equipment demonstration area shall utilize permanent BMPs to control sediment and dust from the disturbed ground areas. The permanent BMPs shall be illustrated and attached to the permit.
- 2. Review of the proposed expansion has commenced as per the design guidelines for the district. The design review process will need to be substantially complete by the time of City Council review of the CUP.
- 3. Relative to Article 6.05.04, the submitted site plan indicates modifications of existing water quality basins. These modifications will have to be accomplished through a PCSMP permit processed through the Permix website at the time of building permit and will need to demonstrate treatment of the first ½ inch of runoff and no increase in the 2-year peak flows above existing conditions. If the proposed pavement north of the existing building results in more than 5,000 SF of increased pervious area, it will be necessary to comply with post-construction storm water management requirements for those areas also.
- 4. The site plan indicates an equipment demonstration area along the norther

edge of the property that will be continually in a bare dirt condition. Such area should be kept to a minimum size to limit potential impacts from dust and erosion.

**V. STAFF RECOMMENDATION:**

Approval of the Conditional Use Permit for Retreat Financial, LLC, contingent on the finalization of the design review process, as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VI. PLANNING COMMISSION RECOMMENDATION – CUP:**

The Planning Commission held a public hearing on June 21, 2018 and voted 6-0 to recommend approval of the Conditional Use Permit as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VII. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Statement of Operation
3. Initial Review Letter – May 17, 2018
4. Draft CUP Site Plan and Landscaping Plan
5. Draft CUP

**VIII. COPIES OF REPORT TO:**

1. Byron Stigge, Retreat Financial, Applicant
2. Jason Heinze, The Schemmer Associates
3. Public Upon Request

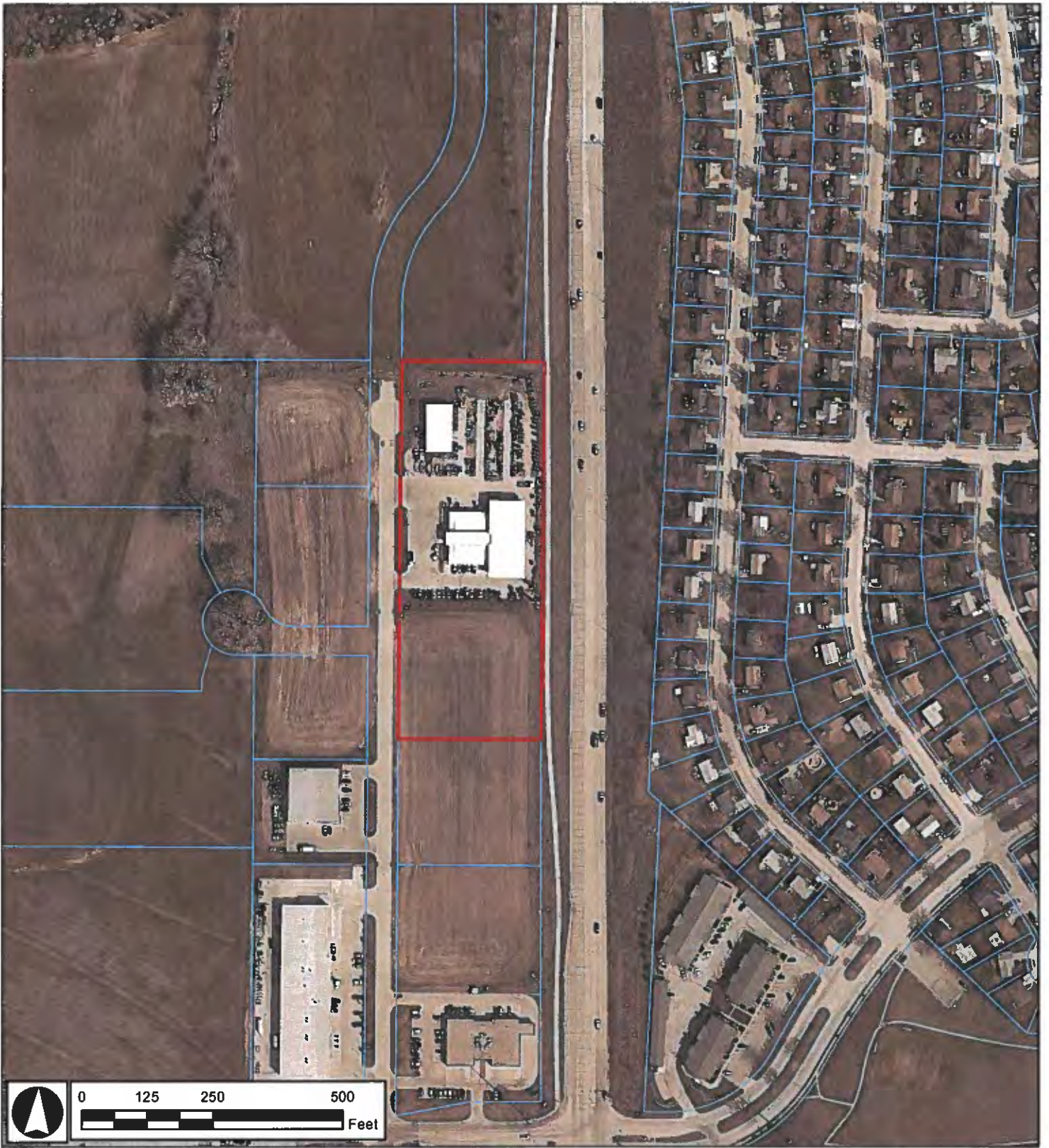
Prepared by:

  
Community Development Director

7-12-18

Date





**Project Vicinity Map**



**Bobcat of Omaha CUP Amendment**

6-11-18  
CRB



## RETREAT FINANCIAL, LLC

555 Riverfront Plaza, APT 1102

Omaha, NE 68102

(402) 659-4052

[byron@stigge.net](mailto:byron@stigge.net)

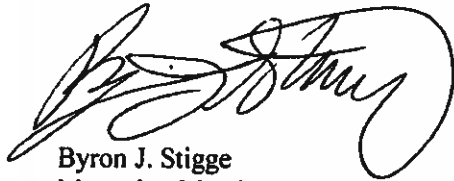
June 12, 2018

The property at 8701 South 145<sup>th</sup> Street, Omaha, NE 68138 is leased and occupied by Bobcat of Omaha.

Bobcat of Omaha is engaged in farm equipment sales and service. The hours of operation are M-F 8:00 AM to 5:00 PM and Saturday 8:00 AM to 12:00 PM.

The planned expansion is an addition to the Repair Shop and Office Space for the same purpose.

The open area to the south in between the new paving and the existing building will remain an equipment demonstration area and intended to remain bare ground.

A handwritten signature in black ink, appearing to read 'Byron J. Stigge', with a large, stylized loop at the end.

Byron J. Stigge  
Managing Member



May 17, 2018



Jason Heinze  
The Schemmer Associates  
1044 N. 115<sup>th</sup> St., Suite 300  
Omaha, NE 68154

RE: Conditional Use Permit – Initial Review  
Bobcat of Omaha CUP Amendment  
8701 South 145<sup>th</sup> Street

Mr. Heinze:

Thank you for your submittal of the Bobcat of Omaha Conditional Use Permit (CUP) amendment application. Staff has reviewed the initial submittal and has provided the following initial comments:

1. The initial application form has not been signed by the property owner. Pre-submittal discussions noted a delay in the provision of a letter from the owner approving of the application submittal. Please submit this letter as soon as possible.
2. The initial submittal did not include a statement of operation as discussed during the pre-application meeting. Please provide a statement of operation that includes a summary of the use, hours of operation, and details of the planned expansion.
3. Relative to Article 6.05.02 of the Zoning Ordinance, the proposed amendments to the Conditional Use Permit are required to adhere to the Gateway Corridor Design Guidelines. Review of the CUP landscaping plan will be conducted in conjunction with the review of the architectural design review application. At this time, a design review application has not been submitted to the City. As the application has not been submitted, it is highly likely that the CUP will not proceed to Planning Commission for review this June.
4. Relative to Article 6.05.04, the submitted site plan indicates modifications of existing water quality basins. These modifications will have to be accomplished through a PCSMP permit processed through the Permix website at the time of building permit and will need to demonstrate treatment of the first ½ inch of runoff and no increase in the 2-year peak flows above existing conditions. If the proposed pavement north of the existing building results in more than 5,000 SF of increased pervious area, it will be necessary to comply with post-construction storm water management requirements for those areas also.

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 96<sup>th</sup> 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)

5. In regards to Article 6.05.05, the site plan needs to identify which parking stalls are provided for employee and customer use versus equipment parking. Examination of an aerial photo indicates that the shown stalls north of the existing building are all used for equipment parking. Adequate on-site parking for the maximum number of employees and the maximum number of customers expected needs to be provided on site.
6. The site plan needs to indicate if there is going to be an equipment demonstration area that will be continually in a bare dirt condition. This relates to consideration of dust and erosion under Article 6.05.07. Such area, if proposed, should be kept to a minimum size.

In addition to the comments on the CUP application, the City notes the following additional general comments on issues that will need to be addressed at the time of building permit:

1. The City will need to consult with Sarpy County to see if sanitary sewer connection fees are due on this site.
2. The storm water management fee of \$4,724 per acre (increases after July 1, 2018) will be collected on any portion of the site not previously collected, and
3. A grading permit will be required if more than one acre is to be disturbed for the proposed construction.

A draft Conditional Use Permit (CUP) will be forwarded to you in the coming days for your review. It should be noted that this is just a draft of the CUP document; the City Attorney will review the draft prior to forwarding it on to City Council.

Please submit 4 full size copies (along with electronic copies) of the revised documents. A timeline for review by Planning Commission and City Council will be determined after review of the revised documents and the results of the Initial design review.

Should you have any questions please contact me at 402-593-6402 or [csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org).

Sincerely,



Christopher Solberg, AICP  
City Planner

Cc: Ann Birch, Community Development Director  
John Kottmann, City Engineer  
Jeff Sinnott, Chief Building Official  
Byron T. Stigge, Retreat Financial  
File

## **City of La Vista Conditional Use Permit**

### **Conditional Use Permit for Farm-Implement Sales and Service**

This Conditional Use Permit issued this \_\_\_\_th day of \_\_\_\_\_, 2018, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Retreat Financial, LLC ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to expand the operations of a Farm-Implement Sales and Service operation upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 1, Lakeview South Replat 5, in Sarpy County, Nebraska.

WHEREAS, Owner has applied for an amendment to their conditional use permit for the purpose of expanding the operations of a Farm-Implement Sales and Service use; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a an amendment to the conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is amended to allow the owner to use the area designated on Exhibit "A" hereto for Farm-Implement Sales and Service, said use hereinafter being referred to as "Permitted Use or Use".

### **Conditions of Permit**

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
  - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures and orientation, parking, access points, and drives is approved by the City and attached to the permit as "Exhibit A". Access will be from South 145th Street.
  - b. Hours of operation for said Farm-Implement Sales and Service will be from 7:30 a.m. to 5:30 p.m. Monday through Friday and 8:00 a.m to 12:00 p.m. on Saturday.
  - c. There will be up to 25 employees on site per shift.
  - d. The site will be comprised of a 14,445 square foot building main building, a 4,600 square foot accessory structure, required parking and landscaping. The proposed addition will provide an additional 8,104 square feet to the main building.
  - e. The premises shall be developed and maintained in accordance with the site plan (Exhibit A), landscape plan (Exhibit B), and the building renderings (Exhibit C) as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the City Planner for approval.
  - f. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete.



- g. The existing monument sign, originally permitted through Sarpy County, shall be acceptable. All other permanent and temporary signs shall comply with the City's sign regulations.
  - h. Owner shall abide by all aspects of City of La Vista Zoning Ordinance Section 7.16 – *Performance Standards for Industrial Uses*.
  - i. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
  - j. The owner shall make annual inspections of the premises and structures, and the operation thereof for any hazard or risk, including, but not limited to, those of an environmental or safety nature. The owner shall take immediate action to protect persons, property and the environment from any damage, injury or loss, or risk thereof, arising out of or resulting from any hazard or risk on the premises and to abate any hazard or risk and remove it from the premises in accordance with any applicable laws, rules or regulations, as amended or in effect from time to time.
  - k. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
  - l. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
  - m. The equipment demonstration area shall utilize permanent BMPs to control sediment and dust from the disturbed ground areas. The permanent BMPs are illustrated and attached to the permit as "Exhibit A".
3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
    - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
    - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
    - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
  4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
    - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
    - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
    - c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
    - d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
  5. In the event of the owner's failure to promptly remove any safety or environmental hazard from the

premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

6. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

#### **Miscellaneous**

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

**Contact Name and Address:** Byron T. Stigge  
Retreat Financial, LLC  
555 Riverfront Plaza, APT 1102  
Omaha, NE 68102

**Effective Date:**

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

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

Attest:

\_\_\_\_\_  
Pam Buethe  
City Clerk

**CONSENT AND AGREEMENT**

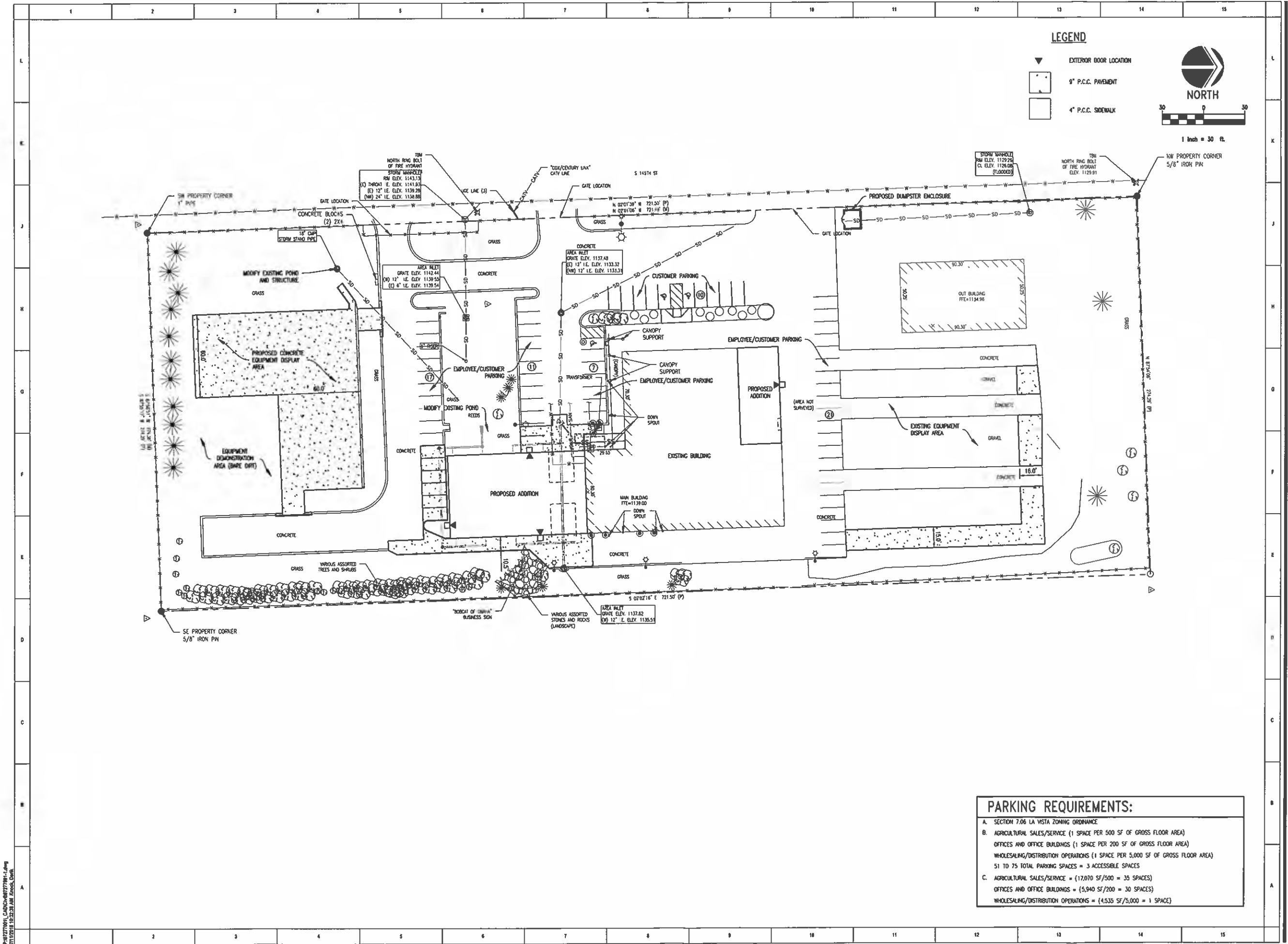
The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

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

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

Date: \_\_\_\_\_



PARKING REQUIREMENTS:	
A.	SECTION 7.06 LA VISTA ZONING ORDINANCE
B.	AGRICULTURAL SALES/SERVICE (1 SPACE PER 500 SF OF GROSS FLOOR AREA)
	OFFICES AND OFFICE BUILDINGS (1 SPACE PER 200 SF OF GROSS FLOOR AREA)
	WHOLESALE/DISTRIBUTION OPERATIONS (1 SPACE PER 5,000 SF OF GROSS FLOOR AREA)
	51 TO 75 TOTAL PARKING SPACES = 3 ACCESSIBLE SPACES
C.	AGRICULTURAL SALES/SERVICE = (17,070 SF/500 = 35 SPACES)
	OFFICES AND OFFICE BUILDINGS = (5,940 SF/200 = 30 SPACES)
	WHOLESALE/DISTRIBUTION OPERATIONS = (4,535 SF/5,000 = 1 SPACE)

ISSUE DATE: 8/1/2018  
REVISED: 8/1/2018  
DATE: 8/1/2018  
BY: DESCRIPTION:

DESIGNED: MJS  
DRAWN: DJK  
CHECKED: [Signature]

THE DRAWING OR DESIGN IS  
FOR INFORMATION ONLY  
AND IS NOT TO BE USED  
FOR CONSTRUCTION  
WITHOUT THE WRITTEN  
CONSENT OF THE  
DESIGNER.

CONDITIONAL USE  
PERMIT

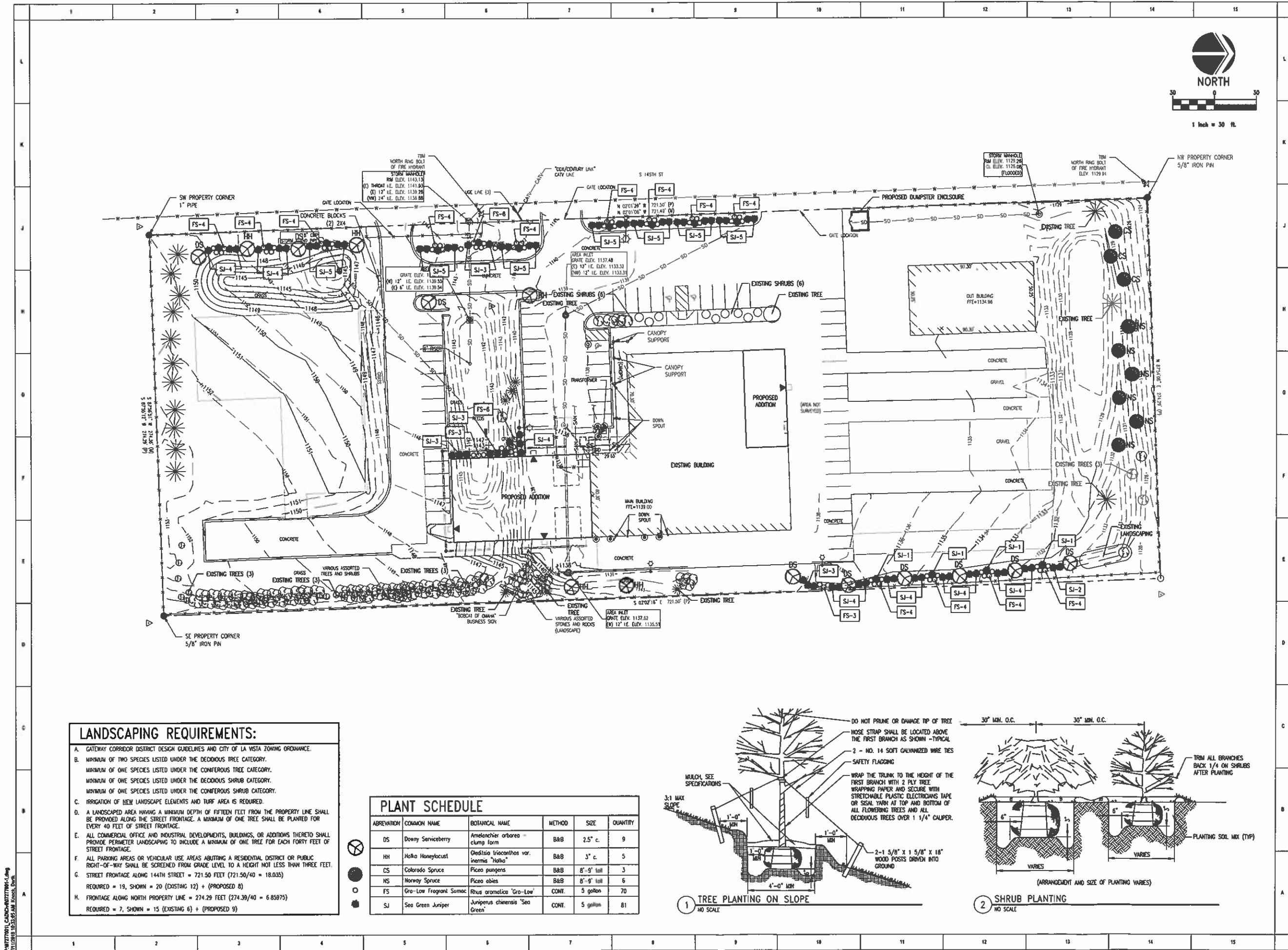
BOBCAT OF OMAHA  
BUILDING ADDITION  
8701 S 145TH ST  
LA VISTA, NE 68138

**SICHEMMER**  
Design with Purpose. Build with Confidence.

SITE PLAN

PROJECT NO.: 07277.001

C100



ISSUE DATE: 07/12/24  
DESIGNED BY: [REDACTED]  
DRAWN BY: [REDACTED]  
CHECKED BY: [REDACTED]  
DATE: [REDACTED]  
BY: [REDACTED]  
DESCRIPTION: [REDACTED]

CONDITIONAL USE PERMIT

**SCHEMMER**  
Design with Purpose. Build with Confidence.

BOBCAT OF OMAHA  
BUILDING ADDITION  
8701 S 145TH ST  
LA VISTA, NE 68138

SITE LANDSCAPE PLAN

PROJECT NO.: 07277.001

C103

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 17, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONDITIONAL USE PERMIT – PUPPYLAND, LLC LOT 50, S&S'S HARVEST HILL (7505 THORN APPLE LN)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution prepared for Council to consider an application for a Conditional Use Permit to operate a home occupation for dog training, daycare, and overnight stays at 7505 Thorn Apple Lane.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled to consider an application submitted by Puppyland, LLC, for a Home Occupation Conditional Use Permit to operate a dog daycare, training site and overnight stays out of her home. The property is zoned R-1, Single-Family Residential, and home occupations are listed as a conditional use within this district. The applicant has been running this home occupation and is seeking to obtain the required approval via the Conditional Use Permit to come into conformance with the Zoning Ordinance.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 21, 2018, and voted 5 in favor and one opposed to recommend approval of the Conditional Use Permit as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR PUPPYLAND, LLC, TO OPERATE A HOME OCCUPATION DOG DAYCARE, TRAINING SITE, AND OVERNIGHT STAY ON LOT 50, S&S'S HARVEST HILL.

WHEREAS, Puppyland, LLC has applied for approval of a conditional use permit for a home occupation dog daycare, training site, and overnight stay on Lot 50, S&S'S Harvest Hill, located at 7505 Thorn Apple Lane; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes;

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Puppyland, LLC to allow for a home occupation dog daycare, training site, and overnight stay on Lot 50, S&S'S Harvest Hill.

PASSED AND APPROVED THIS 17TH DAY OF JULY 2018.

CITY OF LA VISTA

ATTEST:

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

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



**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

CASE NUMBER: PCUP-18-0002

For Hearing of: July 17, 2018  
Report Prepared on: June 27, 2018

**I. GENERAL INFORMATION**

- A. APPLICANT:** Puppyland, LLC
- B. PROPERTY OWNER:** Joe Sjoberg
- C. LOCATION:** 7505 Thorn Apple Lane
- D. LEGAL DESCRIPTION:** Lot 50, S&S'S Harvest Hill
- E. REQUESTED ACTION(S):**  
Approval of Condition Use Permit to allow Home Occupation-Dog Daycare/Training
- F. EXISTING ZONING AND LAND USE:**  
R-1, Single-Family Residential
- G. PROPOSED USES:** Applicant proposes to run a dog daycare/dog training business, which specializes in service dogs, from her home.
- H. SIZE OF SITE:** .25 Acres.

**II. BACKGROUND INFORMATION**

- A. EXISTING CONDITION OF SITE:**  
Single-family residence on a generally regular lot within a single-family residential subdivision. Land is relatively flat with a gradual downward slope to the south.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
  - 1. **North:** Single-Family Residential-R-1
  - 2. **West:** Single-Family Residential-R-1
  - 3. **South:** Single-Family Residential-R-1
  - 4. **East:** Single-Family Residential-R-1
- C. RELEVANT CASE HISTORY:** N/A



**D. APPLICABLE REGULATIONS:**

1. Section 5.06 of the Zoning Ordinance: R-1 Single-Family Residential
2. Article 6 of the Zoning Ordinance- Conditional Use Permits

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property as residential.

**B. OTHER PLANS:** N/A

**C. TRAFFIC AND ACCESS:**

1. The property has access to Thorn Apple Lane through the Western edge of the property.

**E. UTILITIES:** All utilities are available to the site.

**IV. REVIEW COMMENTS:**

1. The use shall be limited to the type of operation as described in the applicant's Operational Statement (Exhibit "A") and staff report. Any change in the operational characteristics including, but not limited to, expansion of the hours of operation and additional services provided, shall require review by the Planning Department and may require an amendment to the Conditional Use Permit, subject to either City Planner or Planning Commission and City Council approval, depending on the nature of the proposed change.
2. Permitted use will utilize the entire home, including the basement, garage, patio, and backyard. Use will consist of equipment and supplies commonly associated with dog training, including portable dog carrier/kennel.
3. Hours of operation for use will be from 7:00 a.m. to 6:00 p.m. Sunday through Saturday, except for overnight stays.
4. The client's dog(s) shall not be kenneled outside.
5. The home occupation (dog daycare/dog training/overnight stays) shall operate by appointment only.
6. The maximum number of dogs placed in the home per day shall be limited to six (6).
7. There shall be no employees beyond the owner of the business.
8. Client parking shall consist of owner's driveway (off-street parking) only to avoid parking impact on neighbors.

**V. STAFF RECOMMENDATION:**

Staff recommends the approval of the Condition Use Permit for Puppyland, LLC as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VI. PLANNING COMMISSION RECOMMENDATION – CUP:**

The Planning Commission held a public hearing on June 21, 2018 and voted 5-1 to recommend approval of the Conditional Use Permit as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

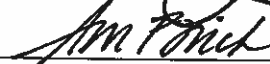
**VII. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Statement of Use and Site Plan
3. Letters of Support
4. Draft of Conditional Use Permit

**VIII. COPIES OF REPORT TO:**

1. Puppyland, LLC
2. Joe Sjoberg, Property Owner
3. Public Upon Request

  
Prepared by:

  
Community Development Director

6-26-18

Date



**Project Vicinity Map**



**Puppyland, LLC Home Occupation CUP**

6-11-18

JMC



# PupPLAND!

**RE: Caring for dogs of service (Service Dogs, Emotional Support Dogs, Therapy Dogs) and dogs in training in our home (David and Cyndi Bates) at 7505 Thorn Apple Lane**

First, I will give you my background history which brought me here to Omaha. My entire adult life I have been serving communities for the greater good.

- 1992-2008: Law Enforcement-Patrol, DARE & SOR Officer in Missouri. I became a sponsor/participant for Back Stoppers-Guns n Hoses (Boxing). During which I began to train, foster, and find forever homes for pups & kitties as a hobby.
- In 2008, I retired from law enforcement to further my endeavors with dual careers in fitness-boxing and pup care giving.
- I became involved with TDI (Therapy Dog International)-therapy dogs and basic dog training.
- 2011-My husband, David relocated from St. Louis, MO to Omaha with the Union Pacific Rail Road. I remained at our primary home located in St. Louis/Poplar Bluff, MO.
- 2013-I started to commute to Omaha from St. Louis/Poplar Bluff. I began to transport dogs to their forever homes on my route.
- 2014-David was diagnosed with cancer. Due to David's condition he needed a "Service Dog". I furthered my dog training skills to basic-advanced obedience dog training and "Service Dog" training including "Companion" and "Therapy Dog" training.
- 2015-My mother was diagnosed with cancer and 2017-diabetes. Therefore, my mother needed a "Service Dog" to help her with her daily needs.
- 2018-Currently I am on a regular basis commuting to St. Louis/Poplar Bluff, MO. I train "Service/Companion/Therapy Dogs" in Nebraska, Missouri, Illinois, Arkansas, Florida, and Texas.

When I am here in LaVista, NE, I volunteer with veterans and people in need of well-mannered dogs and dogs of service. In addition, I cater to a limited clientele as a doggy walker, doggy daycare, and doggy vacay. I provide exceptional care for "special need" dogs from puppy to senior, including dogs of service. I keep the dogs on their training program and work on any new "task" that is needed for my client's disability. I help dogs with different anxieties such as separation, thunderstorms, fireworks, etc. I transport my clients' dog to and from the vet while they are at work. I rehabilitate dogs that have behavioral and physical challenges. I volunteer my time with several relief & rescue and animal shelters in the area. I help them with "special need" dogs so they will be ready for adoption.

**Example:**

One of my neighbor client's adopted a 3 legged pup that had behavioral challenges with human and animal distractions. He works as a teacher at a nearby Indian Reservation. His ultimate dream was to have a therapy dog at the school to be there for the children in need. I worked with his pup and in a short amount of time the pup passed his CGC/Therapy Dog Certification. My clients dream came true!

I provide a clean structured in-home environment so the dogs will have a successful transition from here to home. My mission is to keep the dogs balanced and stress free.

I require the following from all pups:

- Must be spay/neutered
- Crate trained
- Up to date on vaccines: Rabies, DHLP, Bordella, Flea/tick/worm preventative

I offer:

- Full time care
- Personal one on one
- Quiet environment
- Structured social time
- Desensitizing-social events, public places, parks, etc.
- Exercise conditioning program including treadmill

The majority of the dogs for walking/doggy daycare/doggy vacay clientele are neighbors and/or within our community. Also the majority of the dogs visiting are dogs of service or in training to be dogs of service.

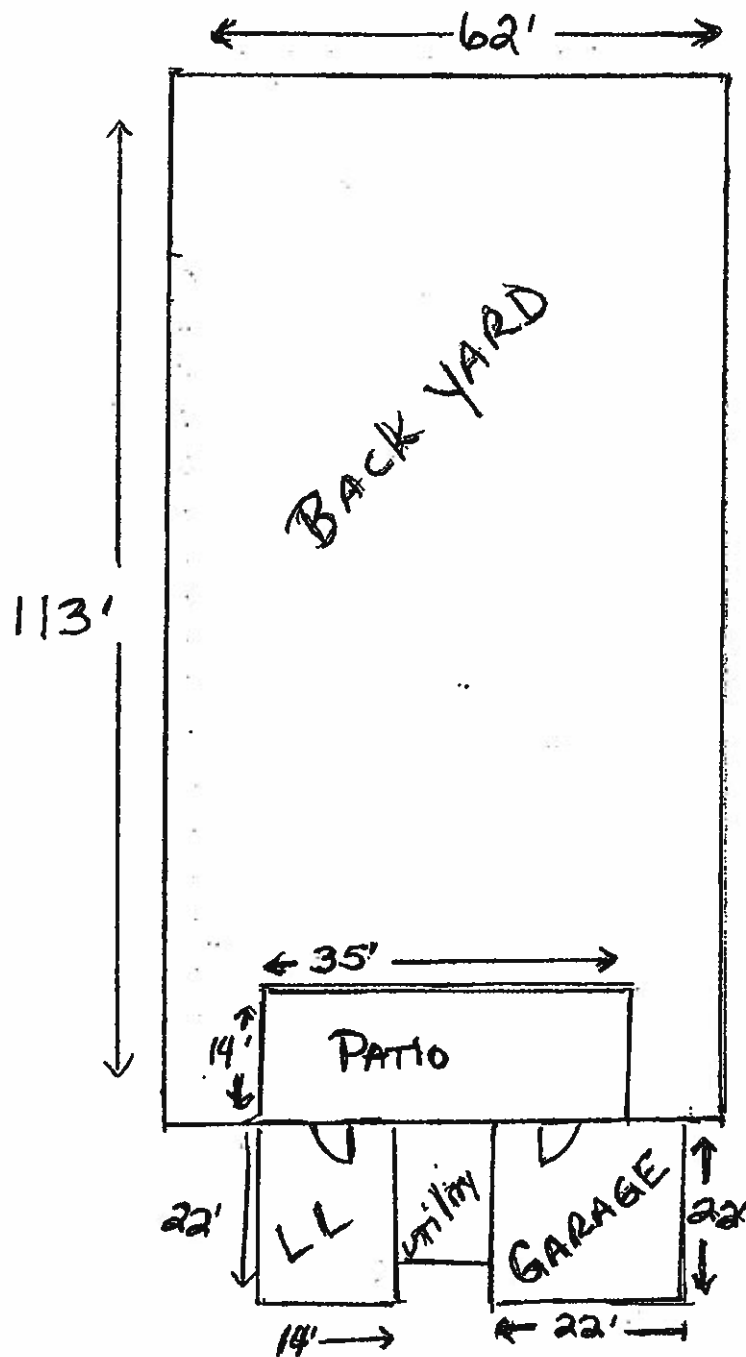
**Hours of Operation:**

I am here in Nebraska approximately (6) months out of the year (not consecutive). Therefore, my business is part time in Nebraska.

Generally, if I'm not transporting the dogs then my limited clientele drops off and/or pick up their pups for walking/doggy daycare between the hours of 7am-9am and 4pm-6pm on Tuesday/Wednesday/Thursday (Monday/Friday/Saturday/Sunday I rarely have any doggy daycare). Maximum dogs for doggy daycare is and average under (4) four.

If I have a dog that stays overnight then the client drops off/picks up during reasonable hours of the day. Overnight dog guests are an average of (1) one a week. Over the holidays is an average of under (4) four.

After the pups are dropped off, I spend most of my day out within the community with the dogs.



NOT TO SCALE  
 DIMENSIONS ARE  
 APPROXIMATE

AREAS OF HOME THAT WILL BE USED.  
 7505 THORN APPLE LANE

Planning Commission

June 12, 2018

City of La Vista

La Vista City Hall

8116 Park View Blvd

La Vista, NE 68128

To whom it may concern:

As a 35-year LaVista resident, I strongly support the mission and services of Cyndi Bates and Puppyland. She helped us immensely in training our dog, Buster, who has now received the American Kennel Club's "Canine Good Citizen" designation. This designation made it possible for Buster to work with children in the Omaha Nation Public School, where I am an English teacher.

The services of Puppyland represent an ongoing asset to our community and I strongly support their application for a "Conditional Use Permit" from the City.

Regards,

*Monte Lund*

Monte Lund

8817 Bayberry Rd.

LaVista, Nebraska 68128

402-707-6314

**June 13, 2018**

**To Whom This May Concern:**

**Cyndi Bates is an asset to the LaVista community. She is committed in making peoples lifestyle better. Her abilities and knowledge of working with dogs for people with disabilities and Veterans is amazing.**

**I have known Cyndi for 7 months and she is very responsible and caring person working with my 9-month old Goldendoodle while I work at the Omaha VA Medical Center.**

**It would be a GREAT disappointment not only to the community but the individuals who get the benefit of her business if the services are discontinued.**

**Thank you.**

A handwritten signature in black ink that reads "Kris Gravelle". The signature is written in a cursive, flowing style.

**Kris Gravelle**



June 15, 2018

City of LaVista Planning Commission

Me and my husband have 2 dogs. We have been using Puppyland since December 2016. In the 12 years we have owned dogs, we have never sent our dogs anywhere when we go out of town. We would always have a sitter stay at the house. A situation arose back in December 2016 where we needed to send the dogs somewhere when we went out of town. Our dog trainer highly recommended Puppyland.

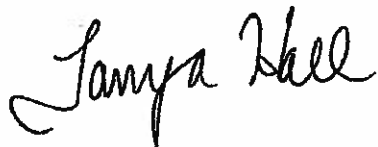
We do not have children and so our dogs are our children. We are very protective of our dogs. This was new territory for us, so we were a little leery about the situation, even though Puppyland came highly recommended.

Needless to say, we have been using Puppyland exclusively since December 2016, and me and my husband travel quite a bit. We feel that Puppyland treats our dogs like they are their own dogs. They are a very professional and reliable business. Our dogs get lots of playtime, walks, homemade treats and we get a CD of pictures taken during the stay, constant updates by text etc.. In addition to this, Puppyland keeps our dogs on the training program they went through back in 2016. It's like a mini boot-camp for them when they stay there.

One of our dogs has had 6 major ACL related surgeries since September 2017. We have appreciated the advice we have received from Puppyland concerning similar surgery stories and various 'puppy' situations that have arisen. Puppyland truly has a lot of experience with dogs.

We always know our dogs are in good hands at Puppyland and they will do whatever it takes to make sure our babies have a good experience while there.

We have relied on Puppyland for 18 months now and don't know what we would do without them!

A handwritten signature in black ink that reads "Tanya Hall". The signature is written in a cursive, flowing style.

Travis & Tanya Hall  
5823 S. 238<sup>th</sup> St.  
Elkhorn, NE 68022

**THERESA M. BECK**

9134 Granville Pkwy  
La Vista, NE 68128

June 20, 2018

To Whom it May Concern:

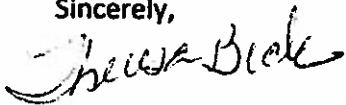
I am a client of Puppyland and would like to convey my support for its continued operation. As a La Vista resident, I have found their services outstanding and they are providing a much-needed business for our community.

The owner, Cyndi provides specialized training which have greatly enhanced our dog. This training went far beyond the typical obedience and was customized for him. The result was a well-adjusted dog that responds to handlers.

Puppyland also provides personalized care which goes above industry norms. This care is identical to what an owner provides. They minimize the number of concurrent animals on property, ensure each animal is behaved and maintain a clean facility.

This business operates with the highest standards and represents strong values for our community.

Sincerely,

A handwritten signature in cursive script that reads "Theresa Beck".

Theresa Beck

June 21, 2018

LaVista City Hall  
8116 Parkview  
LaVista, NE 68128

To The City of LaVista:

It is with great pleasure that I recommend Puppyland for a Conditional Use Permit. I have known the proprietors of Puppyland for five years as a client, fellow dog trainer and friend.

Puppyland provides an excellent alternative to large intimidating; institutional dog boarding facilities by providing an intimate in home setting that reflects clients' very own home environments. Puppyland offers dog owners a safe and well supervised option to leaving their fur babies for extended periods of time at home, confined without exercise or social stimulation.

Puppyland proprietors Cyndi Bates and her husband David Bates have dedicated a portion of their home into a dog haven. Both Cyndi and David are patient and kind while still maintaining discipline and gaining the utmost respect of the dogs in their care. Cyndi, the primary caregiver manages Puppyland much like a child day care setting. She has an organized schedule for each dog in her care which includes basic obedience and therapy work training if requested and supervised indoor and outdoor play time. Puppyland offers supervised outdoor playtime in a secured fenced in yard where furry patrons are treated to days filled with exercise and supervised socialization.

One of the most impressive things about Puppyland's program is the curriculum. Prior to accepting a new applicant, Cyndi schedules time with each dog owner(s) to gain valuable information about the prospective fur client. She requires extensive health, vaccination and behavioral history records. Puppyland specializes in caring for dogs that require extra attention, i.e. basic obedience, good citizen or therapy dog preparation. It is not uncommon to see Cyndi socializing her furry clients at dog friendly stores and area recreational areas.

It is difficult to leave your fur babies in someone else's care and finding a provider you can trust is vital. Some liken it to entrusting their human children to a day care facility. I do not hesitate to entrust my dogs with Cyndi. In fact, after a stay at Puppyland, I am not really sure my dogs want to return home with me! I am more than happy to answer any questions you may have. Please feel free to contact me at 402-681-9044 or [carol.olson@neb.vet](mailto:carol.olson@neb.vet).

Respectfully submitted for consideration by,

Carol Olson

**City of La Vista  
Conditional Use Permit**

**Conditional Use Permit for Home Occupation (Puppyland, LLC)**

This Conditional Use Permit issued this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Puppyland, LLC ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to locate and operate a home occupation (dog daycare, dog training) in a single-family dwelling at 7505 Thorn Apple Lane upon the following legally described property of land within the City of La Vista zoning jurisdiction:

Lot 50, S & S'S Harvest Hill, located in the NW ¼ Section 15, Township 14 North,  
Range 12 East of the 6th P.M. Sarpy County.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a home occupation (dog daycare, dog training); and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area of the property described herein for a home occupation (dog daycare, dog training), said use hereinafter being referred to as "Permitted Use or Use".

**Conditions of Permit**

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
  - a. The use shall be limited to the type of operation as described in the applicant's Operational Statement (Exhibit "A") and staff report. Any change in the operational characteristics including, but not limited to, expansion of the hours of operation and additional services provided, shall require review by the Planning Department and may require an amendment to the Conditional Use Permit, subject to either City Planner or Planning Commission and City Council approval, depending on the nature of the proposed change.
  - b. Permitted use will utilize the entire home, including the basement, garage, patio, and backyard. Use will consist of equipment and supplies commonly associated with dog training, including portable dog carrier/kennel.
  - c. Hours of operation for use will be from 7:00 a.m. to 6:00 p.m. Sunday through Saturday, except for overnight stays.
  - d. The client's dog(s) shall not be kenneled outside.
  - e. The home occupation (dog daycare/dog training/overnight stays) shall operate by appointment only.
  - f. The maximum number of dogs placed in the home per day shall be limited to six (6).
  - g. There shall be no employees.

- h. There shall be no storage, placement or display of goods or supplies outside described areas relating to permitted use.
  - i. Client parking shall consist of owner's driveway (off-street parking) only to avoid parking impact on neighbors.
  - j. The home occupation shall not generate any noise, odor, dust, vibrations, fumes, smoke, glare, or electrical or electronic interference with the residential use of neighboring properties.
  - k. The use shall comply with all applicable sign regulations.
  - l. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Building Inspector.
  - m. Owner shall comply (and shall ensure that all, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
  - n. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his/her agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
    - a. An annual renewal of a home occupation license and annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
    - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
    - c. All obsolete or unused structures and accessory facilities or materials specifically pertaining to such permitted use shall be removed at owner's expense within twelve (12) months of cessation of the conditional use, if required by the City.
  4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as a permitted use hereunder upon the first of the following to occur:
    - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
    - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
    - c. Owner's breach of any other terms hereof and his/her failure to correct such breach within ten (10) days of City's giving notice thereof.
  5. If the permitted use is not commenced within one (1) year from \_\_\_\_\_, 2018, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
  6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety

hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

7. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

#### **Miscellaneous**

The conditions and terms of this permit shall be binding upon owner, his/her successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach, and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

**Contact Name and Address:** Puppyland, LLC  
Cyndi Bates  
7505 Thorn Apple Lane  
La Vista, NE 68128

#### **Effective Date:**

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

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

Attest:

\_\_\_\_\_  
Pam Buethe  
City Clerk

**CONSENT AND AGREEMENT**

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

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

Title: owner/operator

Date: \_\_\_\_\_

# PupPLAND!

**RE: Caring for dogs of service (Service Dogs, Emotional Support Dogs, Therapy Dogs) and dogs in training in our home (David and Cyndi Bates) at 7505 Thorn Apple Lane**

First, I will give you my background history which brought me here to Omaha. My entire adult life I have been serving communities for the greater good.

- 1992-2008: Law Enforcement-Patrol, DARE & SOR Officer in Missouri. I became a sponsor/participant for Back Stoppers-Guns n Hoses (Boxing). During which I began to train, foster, and find forever homes for pups & kitties as a hobby.
- In 2008, I retired from law enforcement to further my endeavors with dual careers in fitness-boxing and pup care giving.
- I became involved with TDI (Therapy Dog International)-therapy dogs and basic dog training.
- 2011-My husband, David relocated from St. Louis, MO to Omaha with the Union Pacific Rail Road. I remained at our primary home located in St. Louis/Poplar Bluff, MO.
- 2013-I started to commute to Omaha from St. Louis/Poplar Bluff. I began to transport dogs to their forever homes on my route.
- 2014-David was diagnosed with cancer. Due to David's condition he needed a "Service Dog". I furthered my dog training skills to basic-advanced obedience dog training and "Service Dog" training including "Companion" and "Therapy Dog" training.
- 2015-My mother was diagnosed with cancer and 2017-diabetes. Therefore, my mother needed a "Service Dog" to help her with her daily needs.
- 2018-Currently I am on a regular basis commuting to St. Louis/Poplar Bluff, MO. I train "Service/Companion/Therapy Dogs" in Nebraska, Missouri, Illinois, Arkansas, Florida, and Texas.

When I am here in LaVista, NE, I volunteer with veterans and people in need of well-mannered dogs and dogs of service. In addition, I cater to a limited clientele as a doggy walker, doggy daycare, and doggy vacay. I provide exceptional care for "special need" dogs from puppy to senior, including dogs of service. I keep the dogs on their training program and work on any new "task" that is needed for my client's disability. I help dogs with different anxieties such as separation, thunderstorms, fireworks, etc. I transport my clients' dog to and from the vet while they are at work. I rehabilitate dogs that have behavioral and physical challenges. I volunteer my time with several relief & rescue and animal shelters in the area. I help them with "special need" dogs so they will be ready for adoption.



**Example:**

One of my neighbor client's adopted a 3 legged pup that had behavioral challenges with human and animal distractions. He works as a teacher at a nearby Indian Reservation. His ultimate dream was to have a therapy dog at the school to be there for the children in need. I worked with his pup and in a short amount of time the pup passed his CGC/Therapy Dog Certification. My clients dream came true!

I provide a clean structured in-home environment so the dogs will have a successful transition from here to home. My mission is to keep the dogs balanced and stress free.

I require the following from all pups:

- Must be spay/neutered
- Crate trained
- Up to date on vaccines: Rabies, DHLP, Bordella, Flea/tick/worm preventative

I offer:

- Full time care
- Personal one on one
- Quiet environment
- Structured social time
- Desensitizing-social events, public places, parks, etc.
- Exercise conditioning program including treadmill

The majority of the dogs for walking/doggy daycare/doggy vacay clientele are neighbors and/or within our community. Also the majority of the dogs visiting are dogs of service or in training to be dogs of service.

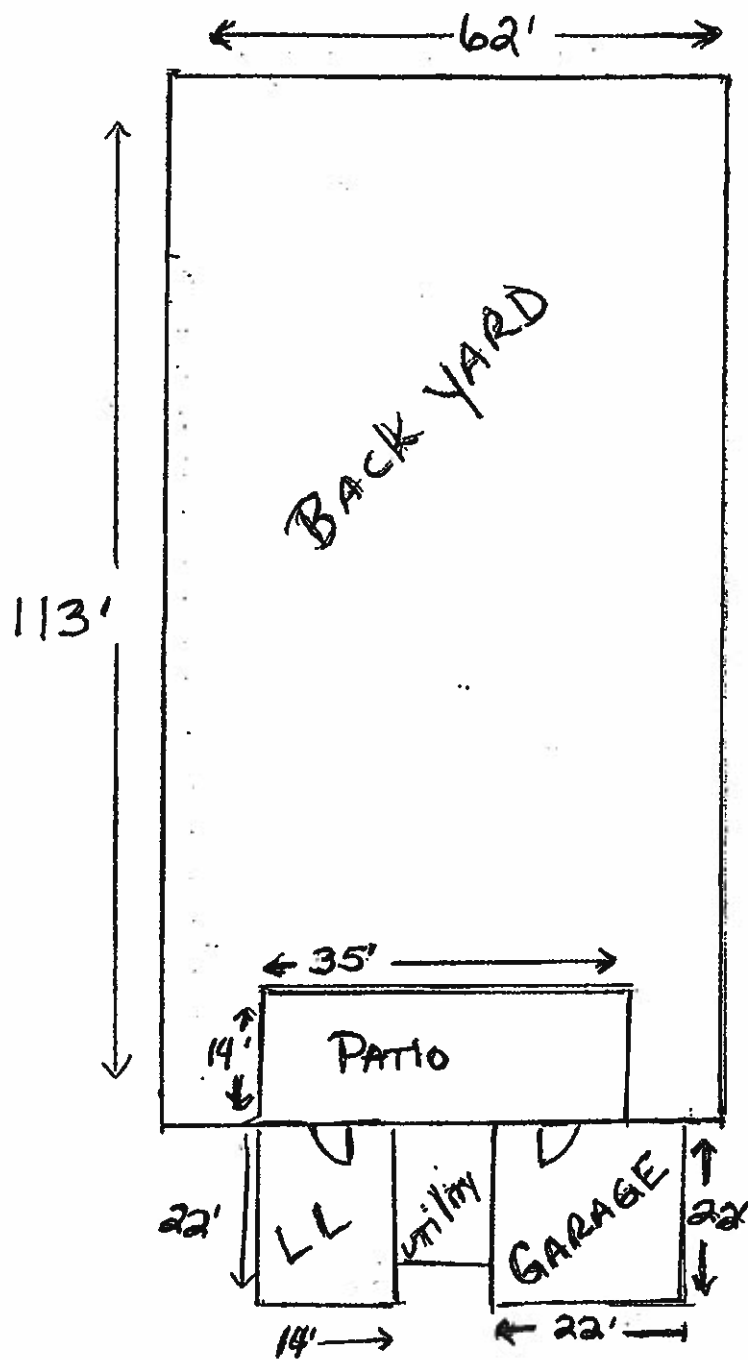
**Hours of Operation:**

I am here in Nebraska approximately (6) months out of the year (not consecutive). Therefore, my business is part time in Nebraska.

Generally, if I'm not transporting the dogs then my limited clientele drops off and/or pick up their pups for walking/doggy daycare between the hours of 7am-9am and 4pm-6pm on Tuesday/Wednesday/Thursday (Monday/Friday/Saturday/Sunday I rarely have any doggy daycare). Maximum dogs for doggy daycare is and average under (4) four.

If I have a dog that stays overnight then the client drops off/picks up during reasonable hours of the day. Overnight dog guests are an average of (1) one a week. Over the holidays is an average of under (4) four.

After the pups are dropped off, I spend most of my day out within the community with the dogs.



NOT TO SCALE

DIMENSIONS ARE  
APPROXIMATE

AREAS OF HOME THAT WILL BE USED.

7505 THORN APPLE LANE

**CITY OF LA VISTA  
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT  
JULY 17, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER NO. 4 PHASE 1 GRADING-GOLF COURSE TRANSFORMATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Blade Masters Grounds Mntc., Inc. of Bennington, Nebraska to provide for additions to the work in the amount of \$34,255.00. The contract price increases to an amount not to exceed \$1,325,365.52.

**FISCAL IMPACT**

The FY17/18 Biennial Budget provides funding in the Capital Improvement Program for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

Adjustments and repairs to existing storm and sanitary sewers on the site were found to be necessary during construction. Modification of erosion control measures was found to be necessary to accommodate runoff from the adjacent City Centre development. Concrete footings for existing retaining walls were found to exist that needed to be removed to avoid conflict with future improvements.

Excess soil was required to be removed from the site in the amount of 3,300 cubic yards. The unit price as originally bid was applied to this work.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH BLADE MASTERS GROUNDS MNTC., INC., BENNINGTON, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK TO THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$34,255.00.

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

WHEREAS, the FY17/18 Biennial Budget provides funding for the project. The contract price will increase from \$1,291,110.52 to 1,325,365.52 for an increased amount of \$34,255.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Blade Masters Grounds Mntc., Inc., Bennington, Nebraska, to provide for additions of work to the contract in an amount not to exceed \$34,255.00.

PASSED AND APPROVED THIS 17TH DAY OF JULY, 2018.

CITY OF LA VISTA

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

ATTEST:

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

Change Order No. 4

DATE: July 6, 2018

PROJECT: La Vista Golf Course Transformation Phase 1 Grading

TD2 File NO.: 171-417

OWNER: City of La Vista, Nebraska  
8116 Park View Blvd.  
La Vista, NE 68128

CONTRACTOR: Blade Masters Grounds Mntc., Inc.  
P.O. Box 167  
Bennington, NE 68007

CONTRACT DATE: March 31, 2017

DESCRIPTION OF CHANGES:

ADDITIONS:						
Item	Description	Quantity	Unit	Unit Price	Amount	
4.1	Ditch Checks, In Place	60	L.F.	\$ 7.00	\$	420.00
4.2	Storm Sewer Pipe Replacement, In Place	13	L.F.	\$ 42.00	\$	546.00
4.3	Adjust Sanitary Sewer Manhole to Grade	1	L.S.	\$ 600.00	\$	600.00
4.4	Remove Wooden Retaining Wall Footing	130	L.F.	\$ 40.00	\$	5,200.00
4.5	Lake Excavation with Haul Off to Contractor's Designated Site	3,300	C.Y.	\$ 8.33	\$	27,489.00

TOTAL ADDITIONS = \$ 34,255.00

NET CHANGE IN CONTRACT PRICE = \$ 34,255.00

CHANGE ORDER NOS.1 - 3 CONTRACT PRICE = \$ 1,291,110.52

REVISED CONTRACT PRICE = \$ 1,325,365.52

Reason for Changes:

Changes are being made at the request of the City of La Vista.

Scott R. Loos, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

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

THE CITY OF LA VISTA, NEBRASKA

BLADE MASTERS GROUNDS MNTC, INC.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
Attest

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 17, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD CONTRACT CIVIC CENTER PARK PHASE 2 IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared approving a negotiated contract with Blade Masters Grounds Maintenance, Inc. to construct the proposed Civic Center Park Phase 2 Improvements in an amount not to exceed \$1,744,777.34. due to inadequate public bidding results.

**FISCAL IMPACT**

The FY17/18 Biennial Budget includes funding in the Capital Improvement Program for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

Bids were to be received on May 24, 2018 for Civic Center Park Phase 2 Improvements and Sanitary Sewer Relocation. The projects were published in the newspaper, in an on-line plan room, and notifications were sent to contractors by the design consultants. Four general contractors were plan holders but only one bid was received in the amount of \$2,028,961.00. The initial estimate was \$1,717,525.00. Communications with the contractors that did not submit a bid and other contractors indicated that there is simply too much work in the market and they cannot commit to additional work this year. In this circumstance, State Statutes give the City the option to negotiate a contract.

A meeting took place on June 15 with the bidder, Blade Masters Grounds Maintenance, Inc., to discuss modifications to the specifications and reductions in scope of work to obtain the proposed contract amount of \$1,744,777.34.

There is a need to construct the fire access lane, water quality devices in the lake, and a backbone trail system to provide some public access and establish permanent vegetation in the current construction season. Staff recommends proceeding with the negotiated contract with Blade Masters Grounds Maintenance, Inc. This is the contractor that performed the Phase 1 Lake Excavation and is well familiar with the conditions of the project.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO BLADE MASTERS GROUNDS MNTC., INC. OF BENNINGTON, NEBRASKA FOR CIVIC CENTER PARK PHASE 2 IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$1,744,777.34.

WHEREAS, the City Council of the City of La Vista has determined Civic Center Park Phase 2 Improvements are necessary; and

WHEREAS, the FY17 and FY18 budgets include funding for this project in the Capital Improvement Program; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to Blade Masters Grounds Mntc. Inc., Bennington, Nebraska for Civic Center Park Phase 2 Improvements in an amount not to exceed \$1,744,777.34.

PASSED AND APPROVED THIS 17TH DAY OF JULY, 2018.

CITY OF LA VISTA

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

ATTEST:

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

# AIA Document A101™ – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**For the purpose of this agreement, wherever the term “Architect” is used, it shall mean “Landscape Architect”.**

AGREEMENT made as of the \_\_\_\_ day of July in the year Two Thousand Eighteen.  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of La Vista, NE  
8116 Park View Blvd  
La Vista, NE 68128  
Phone Number: 402-593-6404

and the Contractor:  
(Name, legal status, address and other information)

Blade Masters Grounds Maintenance, Inc.  
PO Box 167  
Bennington, NE 68007  
Phone Number: 402-510-6306

For the following Project:  
(Name, location and detailed description)

Civic Center Park Phase 2  
La Vista, NE

The Architect:  
(Name, legal status, address and other information)

RDG IA Inc  
d/b/a RDG Planning & Design  
301 Grand Avenue  
Des Moines, IA 50309-1718  
Phone Number: 515-288-3414  
Fax Number: 515-288-8631

The Owner and Contractor agree as follows.



## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

- ☐ Not later than ??? (???) calendar days from the date of commencement of the Work.
- ☒ By the following dates:

December 1, 2018

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<u>Fire Lane and Bioretention Basins</u>	<u>October 19, 2018</u>
<u>Remaining Site Work</u>	<u>December 1, 2018</u>
<u>Dormant Seeding</u>	<u>February 1, 2019</u>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million, seven hundred and forty-four thousand, seven hundred and seventy-seven dollars and thirty-four cents (\$ 1,744,777.34 ), subject to additions and deductions as provided in the Contract Documents.

#### ~~§ 4.2 Alternates~~

~~§ 4.2.1 Alternates, if any, included in the Contract Sum:~~

Item	Price
------	-------

~~§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ 4.3 Allowances, if any, included in the Contract Sum:~~

~~(Identify each allowance.)~~

Item	Price
------	-------

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
<u>1</u>	<u>Cost to add and install 4-inch concrete sidewalk including applicable sub-base</u>	<u>\$36.00 per square yard</u>
<u>2</u>	<u>Cost to add and install 6-inch concrete sidewalk including applicable sub-base</u>	<u>\$40.05 per square yard</u>
<u>3</u>	<u>Cost to add and install porous flexible paving system as defined in section 32 12 43</u>	<u>\$84.00 per square yard</u>
<u>4</u>	<u>Cost to add and install one Judd Viburnum shrub</u>	<u>\$42.00 each</u>
<u>5</u>	<u>Cost to add and install turf seed</u>	<u>\$3,600.00 per acre</u>
<u>6</u>	<u>Cost to add and install one acre of native grass seed</u>	<u>\$3,800.00 per acre</u>

<u>7</u>	<u>Cost to cut and place soil</u>	<u>\$10.00 per cubic yard</u>
<u>8</u>	<u>Removal of unsatisfactory soil and replacement with satisfactory soil</u> <u>(see definitions in section 31 20 00 Earth Moving</u>	<u>\$14.00 per cubic yard</u>

**§ 4.5 Liquidated damages, if any:**

*(Insert terms and conditions for liquidated damages, if any.)*

The Owner and Contractor recognize that time is of the essence of this Agreement and that if the Contractor does not achieve Substantial Completion within the time specified in Section 3.3 of this document, plus any extensions thereof allowed in accordance with the Contract Documents, the Contractor shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for delay, but not as a penalty, for each and every calendar day that expires following the time specified in Article 3:

Two-hundred and fifty dollars (\$250) per day for each and every calendar day between October 19, 2018 and December 1, 2018.

Five hundred dollars (\$500) per day for each and every calendar day after December 1, 2018.

**~~§ 4.6 Other:~~**

*~~(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)~~*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Provided that an Application for Payment is received by the Architect not later than fourteen (14) calendar days prior to the first Tuesday of the month and the Architect certifies to the Owner not less than ten (10) calendar days prior to the first Tuesday of the month, then the Owner shall make payment of the certified amount to the Contractor not later than the second Tuesday of the month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than twenty-eight ( 28 ) calendar days after the Architect receives the Application for Payment.

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ??? day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the ??? day of the ??? month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than ??? ( ??? ) days after the Architect receives the Application for Payment.~~

~~(Federal, state or local laws may require payment within a certain period of time.)~~

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Ten percent (10%)

~~§ 5.1.7.1.1 The following items are not subject to retainage:~~

~~*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*~~

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

After fifty percent (50%) substantial completion is approved by the Owner, at the request of the Contractor, the retainage shall be reduced to five percent (5%).

~~§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~

~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Add the following at the end of Subparagraph 9.10.1: "Notwithstanding anything in the Contract Documents to the contrary, final completion shall not be certified nor final payment made until the Contract has been fully performed, including, but not limited to, final testing and the training of Owner's employees in the use of all materials, equipment and systems furnished under the Contract, Contractor's submission of the items listed below, and completion of such other items required by any Contract Documents, Owner or Architect in form and content to the satisfaction of Owner and Architect:

- .1 Consent of Surety
- .2 Contractor's Affidavit of Payment of Debts and Claims
- .3 Certification of Unemployment Compensation Contributions
- .4 Contractor's Affidavit of release Liens
- .5 Individual Releases of Waiver of Liens from Subcontractors
- .6 Special Warranties on the Work or any component or portion thereof
- .7 Certificates or receipts, if any, for inspecting or testing the Work or any part thereof
- .8 Any operation, maintenance, instruction or parts list, information or manual, or other data or information regarding the Work or any component or portion thereof

"9.10.6 Final payment will be made not earlier than 31 days following approval by the Mayor and City Council, receipt of all Lien Waivers and Sales Tax information, and required closeout documents."

#### **§ 5.3 Interest**

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

~~(Insert rate of interest agreed upon, if any.)~~

### **ARTICLE 6 DISPUTE RESOLUTION**

#### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

#### **§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

### **ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:  
*(Name, address, email address, and other information)*

John M. Kottmann, City Engineer  
City of La Vista  
9900 Portal Road  
La Vista, NE 68128  
Phone Number: 402-331-8927

§ 8.3 The Contractor's representative:  
*(Name, address, email address, and other information)*

Larry Goertz  
Blade Masters Grounds Maintenance, Inc.  
PO Box 167  
Bennington, NE 68007  
Phone Number: 402-510-6306

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## **§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

~~§ 8.7 Other provisions:~~

## **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction



- ~~.4~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

- .5 Drawings  
As supplied to the contractor on June 22, 2018

Number	Title	Date
--------	-------	------

- .6 Specifications  
As set forth in original Bid Set dated May 1, 2018

Section	Title	Date	Pages
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- ~~.7~~ Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- ~~.8~~ Other Exhibits:  
~~(Check all boxes that apply and include appropriate information identifying the exhibit where required.)~~

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)~~

~~[ ] The Sustainability Plan:~~

Title	Date	Pages
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~~[ ] Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
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- ~~.9~~ Other documents, if any, listed below:

~~(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)~~

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

\_\_\_\_\_  
(Signature)  
Douglas Kindig  
Mayor

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
Larry Goertz  
President

\_\_\_\_\_  
(Printed name and title)

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 17, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVAL OF FY2018/19 BUDGET SARPY COUNTY AND CITIES WASTEWATER AGENCY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the approval of the 2018/19 Budget for Sarpy County and Cities Wastewater Agency.

**FISCAL IMPACT**

The Fiscal Year 2018/19 budget requests no funding from the City of La Vista.

**RECOMMENDATION**

Approval

**BACKGROUND**

The City of La Vista is a party to an agreement entered into pursuant to the Interlocal Cooperation Act set out at Neb.Rev. Stat. § 13-801 et. seq. by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”).

Pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member. The Agency Board has approved the proposed FY2018-2019 Budget on June 26, 2018. Attached are Exhibit “A”, the FY2018/2019 budget and Exhibit “B”, Amended Resolution Approving the Sarpy County and Cities Wastewater Agency FY2018-2019 Budget.



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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA  
APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY PROPOSED FY 2018-  
2019 BUDGET**

WHEREAS, the City of La Vista is a party to an agreement (the "Agreement") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the "Act"), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board has approved the proposed FY2018-2019 Budget, which was amended by the Agency Board at the Agency's Board Meeting on June 26, 2018; and

WHEREAS, the City Council deems it appropriate and advisable to approve the proposed FY2018-2019 Budget which has been approved by the Agency Board and is attached to this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the proposed FY2018-2019 Budget is hereby approved.

PASSED AND APPROVED THIS 17TH DAY OF JULY, 2018.

CITY OF LA VISTA

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

ATTEST:

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

Sarpy County and Cities Wastewater Agency  
07/01/2018 to 06/30/2019  
Adopted Budget

	Actual/Estimated 2017/18 Budget	Adopted 2018/19 Budget
Beginning Cash Balance (FY2017/18 Carryover)	\$ -	\$ 83,493
<b>RECEIPTS:</b>		
Donation - Sarpy County	\$ 250,000	\$ 615,317
Total Receipts:	\$ 250,000	\$ 615,317
<b>TOTAL RESOURCES AVAILABLE:</b>	\$ 250,000	\$ 698,810
<b>DISBURSEMENTS &amp; TRANSFERS:</b>		
<b>Agency Operational Expenses:</b>		
Professional Services - Consultant Services - Development Plan Creation, General Agency Services	\$ -	\$ 16,240
Professional Services - Engineering Consultant Services - Regional Wastewater System Study (HDR)	\$ 63,197	\$ 116,135
Professional Services - Engineering Consultant Services- Gen. Agency Ser. (permitting, funding app's, etc.)	\$ -	\$ 100,000
Professional Services - Legal Services - P3 Formation/Creation	\$ 50,409	\$ 250,000
Professional Services - Legal Services - General Agency Services	\$ 37,419	\$ 63,000
Professional Services - Financial Advisor - General Agency Services	\$ -	\$ 125,000
Insurance - Public Entity Management Liability	\$ 15,254	\$ 17,967
Bonds - Surety Bonds for Officer Positions	\$ -	\$ 3,000
Accounting Software - QuickBooks	\$ 75	\$ 600
Postage	\$ -	\$ 250
Office Supplies - Copies, Paper, etc.	\$ -	\$ 500
Publications - Newspaper, Notices, etc.	\$ 133	\$ 600
Audit Fees	\$ -	\$ 5,000
Miscellaneous - Fees & Supplies	\$ 20	\$ 518
<b>Agency Operational Expenses Total:</b>	\$ 166,507	\$ 698,810
<b>TOTAL DISBURSEMENTS &amp; TRANSFERS:</b>	\$ 166,507	\$ 698,810
Ending Cash Balance - 06/30/20XX:	\$ 83,493	\$ 0
Agency Budget Authority Amount:	\$ 250,000	\$ 698,810

Budget Adopted by Agency Governing Body: 6/26/2018

Budget Adopted by Sarpy County Governing Body: \_\_\_\_\_

Budget Adopted by Bellevue Governing Body: \_\_\_\_\_

Budget Adopted by Gretna Governing Body: \_\_\_\_\_

Budget Adopted by La Vista Governing Body: \_\_\_\_\_

Budget Adopted by Papillion Governing Body: \_\_\_\_\_

Budget Adopted by Springfield Governing Body: \_\_\_\_\_

Adopted Budget Effective Date: \_\_\_\_\_

Budget becomes effective upon approval by the governing bodies of all participating entities.

**Exhibit B**

SCCWA Amended Resolution 2018-024 approving FY2018-2019 Budget

**BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY****AMENDED RESOLUTION APPROVING THE SARPY COUNTY AND CITIES  
WASTEWATER AGENCY FY2018-2019 BUDGET**

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the "Act"), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement, (hereinafter the "Agency Formation Agreement") and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the "Agency"); and,

WHEREAS, the Agency is a separate body corporate and politic under the Act; and,

WHEREAS, pursuant to Agency Formation Agreement, the powers of the Agency as a body are exercised by the Agency Board; and,

WHEREAS, pursuant to Resolution 2018-017, the Agency Board previously approved the Sarpy County and Cities Wastewater Agency FY2018-2019 Budget (hereinafter the "FY2018-2019 Budget"); and,

WHEREAS, pursuant to Resolution 2018-021, the Agency removed the "approved" designation from the FY2018-2019 Budget and submitted the FY2018-2019 Budget to the Agency Budget Committee for consideration; and,

WHEREAS, Sarpy County has offered to make a contribution to the Agency for the FY2018-2019 to cover the Agency's anticipated expenses with the understanding that three hundred and sixty-five thousand and three hundred and seventeen dollars (\$365,317.00) will be reimbursed to Sarpy County by the Agency through the first available revenue generated by the Agency; and

WHEREAS, the Agency Budget Committee considered a revised FY2018-2019 Budget and has submitted it to the Agency Board for further consideration and approval; and,

WHEREAS, the Agency Board discussed the proposed FY2018-2019 Budget and after discussion the Board deemed it advisable to approve the proposed FY2018-2019 Budget, attached hereto as Exhibit A, pursuant to Section IX of the Agency Formation Agreement to be presented to the governing body of each Agency Member.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that Sarpy County's proposed contribution to the Agency for the FY 2018-2019 is accepted with the understanding that three hundred and sixty-five thousand and three hundred and seventeen dollars (\$365,317.00) will be reimbursed to Sarpy County by the Agency through the first available revenue generated by the Agency; and,

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the FY2018-2019 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and,

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chairman is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY2018-2019 Budget.

The above Resolution was approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 26th day of June 2018.

  
Sarpy County and Cities Wastewater  
Agency Board Chairman

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 17, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE PAVING SAW	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of one (1) 2018 Husqvarana FS3500 37hp gas paving saw, in an amount not to exceed \$14,973.00.

**FISCAL IMPACT**

The FY 17/18 General Fund Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The current paving saw is a 1995 model and no longer has the engine power to make cuts in concrete for repairs. The water jet pump is also out on this unit which makes blade jamming a constant issue. This new unit will replace this saw, and allow our staff to more efficiently do concrete and asphalt repairs.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2018 HUSQVARNA FS3500 37HP GAS PAVING SAW FROM LOGAN CONTRACTORS SUPPLY, INC., OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$14,973.00.

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

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

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the purchase of one (1) 2018 Husqvarna FS3500 37hp gas paving saw from Logan Contractors Supply, Inc., Omaha, Nebraska in an amount not to exceed \$14,973.00.

PASSED AND APPROVED THIS 17TH DAY OF JULY, 2018.

CITY OF LA VISTA

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

ATTEST:

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



**CONTRACTORS SUPPLY, INC.**

## **QUOTE**

**THIS QUOTE IS SPECIFICALLY PRESENTED TO:**

**TO: Ben Ulrich**  
**CO: City of LaVista**

**DATE: 6-28-18**  
**RE: Saw**

<b><u>QTY</u></b>	<b><u>ITEM/DESCRIPTION</u></b>	<b><u>PRICE/PER</u></b>
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	Husqvarana FS3500/26 37 hp gas saw with 26" blade guard New 2018 model Includes LESP Logan Equipment Support Program	\$14,973
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**PLUS TAX**

**TERMS: Net 30**  
**F.O.B.: Omaha, Ne**  
**QUOTE FIRM FOR: 30 days**

Thank you for the opportunity to quote you. Should you have any questions regarding this quote, please call me @ 402-339-3900, or my cell 402-510-3500

Sincerely,  
Lonnie Riesgaard  
Outside Sales Representative

4114 State Street Bettendorf, IA 52722 Ph: 563-441-2949 Fax: 563-441-2953  
4101 106th Street Des Moines, IA 50322 Ph: 515-253-9048 Fax: 515-253-9491  
1325 S. Enterprise Dr. Olathe, KS. 66061 Ph: 913-768-1551 Fax: 913-768-1171  
6544 L Street Omaha, NE 68117 Ph: 402-339-3900 Fax: 402-597-0694  
[www.logancontractors.com](http://www.logancontractors.com)





009 COUNCIL BLUFFS  
2840 NEBRASKA AVE  
COUNCIL BLUFFS, IA 51501

## Quotation

QUOTE #	CB000826
LOCATION	009
DATE	07/02/18
PAGE	1 OF 1

**BILL TO**

LAVCIT  
CITY OF LAVISTA  
8116 PARKVIEW BLVD  
LAVISTA, NE 68128

**SHIP TO**

CITY OF LAVISTA  
8116 PARKVIEW BLVD  
LAVISTA, NE 68128

QUOTE DATE 07/02/18	EXPIRE DATE 08/01/18	REQUIRED DATE	REFERENCE NUMBER	PAYMENT TERMS NET 30
WRITTEN BY MIKE BRUCKNER			CONTACT BEN ULRICH	SHIP VIA BEST WAY
FREIGHT TERMS FREIGHT TERMS AS AGREED			JOB NUMBER	SALES REP 0909 COUNCIL BLUFFS STORE

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
*MISC HUSQVARNA FS3500G/26	1	15185.000	EA	15,185.00
*MISC OPTIONAL WATER PUMP	1	448.000	EA	448.00
*MISC LIGHT KIT FOB LAVISTA 14 DAYS A.R.O	1	448.000	EA	448.00

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
16,081.00	0.00	0.00	0.00	0.00	16,081.00

Accepted:

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

Date: \_\_\_\_\_

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 17, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
POSITION DESCRIPTION CHANGE/UPDATE	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

The Police Department has made a request to re-classify one of the Record Clerk positions to an Administrative Assistant I position. The City's Administrative Assistant 1 position has been updated to reflect responsibilities specific to the needs of the Police Department.

**FISCAL IMPACT**

Funding for this position is authorized in the current police department budget.

**RECOMMENDATION**

Approval

**BACKGROUND**

Current practice is to review and evaluate all open positions in order to determine if the position is still warranted or if any updates are necessary. Police Department staff has evaluated a vacant Records Clerk position for the past six months and are recommending that the position be re-classified as an Administrative Assistant 1. The Police Department does not have a dedicated Administrative Assistant. Current approved positions (staffing) in the Records Bureau includes a Records Manager and three Records (data processing) Clerks. The salary range for the proposed Administrative Assistant 1 is the same (range 120) as the Records Clerk position.

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Administrative Assistant I  
**POSITION REPORTS TO:** Police Captain  
**POSITION SUPERVISES:**

### **DESCRIPTION:**

Under the direction of a Police Captain, serves as an Administrative Assistant in multiple areas of the Police Department to include Administration, Operations, Operations Support, and Special Operations Bureaus. Performs a wide variety of administrative functions.

### **ESSENTIAL FUNCTIONS:** (with or without reasonable accommodation)

1. Answers telephone and directs calls to appropriate parties or takes messages.
2. Greets visitors and determines nature and purpose of visit in order to direct them appropriately.
3. Receives and responds to citizen inquiries via telephone or in person.
4. Provides clerical support for Police Department staff.
5. Prepares various monthly reports including, but not limited to, crime analysis reports and community policing reports.
6. Performs general filing assignments.
7. Interacts and engages with the public while assisting with community events.
8. Serves as primary Records Bureau data entry backup as required.
9. Attends meetings, takes notes and prepares minutes as required.
10. Assists with maintaining department training records.
11. Assists with ordering, issuing and replacement of police uniforms and equipment.
12. Types internal and background investigation reports.
13. Assists with gathering data for administrative reporting and budget preparation.
14. Performs other duties as directed or as the situation dictates.

### **ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

The physical demands listed below are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear. Hearing abilities correctable to levels adequate to perform the essential functions.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

**Note:** Physical examination and drug screening tests will follow all conditional offers of employment

### **EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. Graduation from an accredited high school or GED.
2. Secretarial/receptionist experience.
3. Knowledge of and/or experience with law enforcement operations preferred.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of modern office procedures, methods and equipment including personal computer.
2. Computer skills, including basic word-processing, spreadsheet and database skills and ability to use MS Office products.
3. Good public relations, customer service skills and telephone etiquette.
4. Basic alphabetization and filing skills.
5. Basic English usage, spelling, grammar and punctuation skills.
6. Basic money changing skills.
7. Ability to type 45 words per minute.
8. Basic mathematical skills.
9. Ability to effectively communicate and provide information to supervisors, peers and subordinates in person, by telephone, in writing and via email.
10. Ability to be pleasant with supervisors, peers and subordinates and display a good-natured, cooperative attitude.
11. Ability to work effectively as part of a team, making positive contributions to the group and supporting other members.
12. Ability to treat all duties and responsibilities in a confidential manner.
13. Ability to apply common sense understanding in carrying out written and oral instructions.
14. Ability to follow instruction.
15. Ability to read and write proficiently.
16. Ability to work independently without direct supervision.
17. Ability to operate office equipment such as personal computer, postage meter, telephones, photocopier and fax machine.
18. Ability to maintain regular and dependable attendance on the job.

**Disclaimer:**

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

I have read and understand the requirements of this position description.

---

(Signature)

---

(Date)

## POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Administrative Assistant I  
POSITION REPORTS TO: ~~City Clerk~~ Police Captain

~~POSITION~~ SUPERVISES:

### DESCRIPTION:

Under the direction of ~~a Police Captain~~ the ~~City Clerk~~, serves as ~~an Administrative Assistant in multiple areas of the Police Department to include Administration, Operations, Operations Support, and Special Operations Bureaus.~~ ~~lead receptionist and p~~ Performs a wide variety of ~~clerical~~ administrative functions.

### ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Answers telephone and directs calls to appropriate parties or takes messages.
2. Greets visitors and, determines nature and purpose of visit in order to direct them appropriately.
3. Receives and responds to citizen inquiries via telephone or in person.
- ~~3.4.~~ Provides clerical support for Police Department staff.
4. ~~Responsible for computerized receipts of all money for permits, parking violations, etc.~~
5. ~~Opens and processes incoming mail and oversees out going mail as relates to postage meter operation.~~
6. ~~Assists with the issuance of various city permits.~~
7. ~~Performs data entry as assigned. Orders and manages office supplies and makes necessary arrangements for office equipment repair.~~
8. ~~Provides clerical support for City Administration staff.~~
9. ~~Receives, processes and reports on handicap parking applications.~~
- 10.5. Prepares various monthly reports including, but not limited to, crime analysis reports and community : apartment sewer billings, M.U.D. exempt sewer accounts policing reports, yellow tag violation report.
11. ~~In the absence of Permit Technician, performs duties including: issuing permits and licenses, processing billings and general clerical support of Community Development.~~
- 12.6. Performs general filing assignments, ~~including time cards, pink slips, and accounts payable copies.~~
- 13.7. Interacts and engages with the public while assisting with community events.
- 14.8. Serves as primary Records Bureau data entry backup as required.
- 15.9. Attends meetings, takes notes and prepares minutes as required.
- 16.10. Assists with maintaining department training records.
- 17.11. Assists with ordering, issuing and replacement of police uniforms and equipment.
- 18.12. Types internal and background investigation reports.
- 19.13. Assists with gathering data for administrative reporting and budget preparation.
20. \_\_\_\_\_
21. ~~Stuffs payroll checks for distribution and accounts payable checks for mailing.~~
22. ~~Performs clerical staff backup as required.~~
23. ~~Conducts or assists with special projects as required.~~
- 24.14. Performs other duties as directed or as the situation dictates.

### ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

The physical demands listed below are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

- While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear. Hearing abilities correctable to levels adequate to perform the essential functions.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

**Note:** Physical examination and drug screening tests will follow all conditional offers of employment

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**EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. Graduation from an accredited high school or GED.
2. Secretarial/receptionist ~~(including cash handling)~~ experience.
- ~~2-3.~~ Knowledge of and/or experience with law enforcement operations preferred.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of modern office procedures, methods and equipment including personal computer.
2. Computer skills, including basic word-processing, spreadsheet and database skills and ability to use MS Office products.
3. Good public relations, customer service skills and telephone etiquette.
4. Basic alphabetization and filing skills.
5. Basic English usage, spelling, grammar and punctuation skills.
6. Basic money changing skills.
7. Ability to type 45 words per minute.
8. Basic mathematical skills.
9. Ability to effectively communicate and provide information to supervisors, peers and subordinates in person, by telephone, in writing and via email.
10. Ability to be pleasant with supervisors, peers and subordinates and display a good-natured, cooperative attitude.
11. Ability to work effectively as part of a team, making positive contributions to the group and supporting other members.
- ~~12. Good telephone and customer service skills.~~
- ~~13.12.~~ Ability to treat all duties and responsibilities in a confidential manner.
- ~~14.13.~~ Ability to apply common sense understanding in carrying out written and oral instructions.
- ~~15.14.~~ Ability to follow instruction.
- ~~16.15.~~ Ability to read and write proficiently.
- ~~17.16.~~ Ability to work independently without direct supervision.
- ~~18.17.~~ Ability to operate office equipment such as personal computer, postage meter, telephones, photocopier and fax machine.
- ~~19. Ability to develop constructive and cooperative working relationships with supervisors, peers and subordinates and maintain them over time.~~
- ~~20. Ability to establish and maintain effective working relations with elected and appointed officials and the public.~~
- ~~21.18.~~ Ability to maintain regular and dependable attendance on the job.

**Disclaimer:**

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

I have read and understand the requirements of this position description.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)