

LA VISTA CITY COUNCIL MEETING AGENDA

September 15, 2015

7:00 P.M.

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

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

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the September 1, 2015 City Council Meeting
3. Pay Request – Logan Simpson – Professional Services – Comprehensive Plan Update - \$7,896.89
4. Pay Request – Logan Simpson – Professional Services – Comprehensive Plan Update - \$3,815.89
5. Pay Request – TIJ Construction LLC – Construction Services – Public Works Sewer Shop Rehabilitation - \$85,002.57
6. Pay Request – BerryDunn – Professional Services – Financial Software System - \$4,718.00
7. Pay Request – Thompson, Dreessen & Dorner, Inc. – Professional Services – Thompson Creek Project - \$9,442.55
8. Pay Request – Papio-Missouri River NRD – Professional Services – West Papio Trail Project - \$35,281.01
9. Resolution – Approve Special Designated License – Nebraska Brewing Co. – Beer Garden – October 4, 2015
10. Resolution – Approve Special Designated License – Nebraska Brewing Co. – Fundraiser - October 18, 2015
11. Approval of Claims.

- Reports from City Administrator and Department Heads

B. Street Renaming – Part of Westport Parkway (N of West Giles Road to Southport Parkway)

1. Public Hearing
2. Ordinance – Street Renaming

C. Application for Conditional Use Permit and Final PUD Plan – Lot 2, Mayfair 2nd Addition Replat Five

1. Public Hearing
2. Resolution – Conditional Use Permit
3. Resolution – Final PUD Plan

D. Application for Replat and Subdivision Agreement – Lot 40A Centech Business Park

1. Resolution – Replat
2. Resolution – Subdivision Agreement

E. Ordinance – Call for Redemption of Bonds and Refunding Series 2015 Bond Issues

F. Resolution – Authorization - Preliminary Design Phase Engineering Contract - City Parking District Access Improvements – Drainage Improvements

G. Resolution – Authorization – Design and Construction Phase Engineering Contract - City Parking District Access Improvements – Roadway Design

** H. Resolution – Authorize Purchase of Type B Limestone for Rip Rap

I. Executive Session – Personnel; Strategy Session – Potential Real Estate Acquisition

- Comments from the Floor
- Comments from Mayor and Council
- Adjournment

** Amended 9/14/15 4:00 p.m.

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

MINUTE RECORD

A-2

No. 729 — REEDIE & COMPANY, INC. OMAHA E1107788LD

LA VISTA CITY COUNCIL MEETING September 1, 2015

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on September 1, 2015. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Administrative Services Pokorny, City Planner Solberg, Recreation Director Stopak, Finance Director Miserez, Human Resources Manager Garrod, City Engineer Kottmann and Assistant Library Director Norton.

A notice of the meeting was given in advance thereof by publication in the Times on August 19, 2015. 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.

SERVICE AWARD – BRENDA THOMPSON – 5 YEARS

Mayor Kindig presented a service award to Brenda Thompson for 5 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE AUGUST 18, 2015 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE AUGUST 20, 2015 PLANNING COMMISSION MEETING
4. APPROVAL OF THE MINUTES OF THE JULY 15, 2015 PARK & RECREATION ADVISORY COMMITTEE MEETING
5. PAY REQUEST – THEATRICAL MEDIA SERVICES INC. – EQUIPMENT AND INSTALLATION SERVICES – COUNCIL CHAMBERS UPGRADE PROJECT - \$38,747.00
6. PAY REQUEST – MIDWEST RIGHT OF WAY SERVICES, INC. – PROFESSIONAL SERVICES – BRENTWOOD CROSSING REDEVELOPMENT PROJECT - \$2,331.90
7. PAY REQUEST – LEAGUE OF NEBRASKA MUNICIPALITIES – MEMBERSHIP DUES - \$39,769.00
8. PAY REQUEST – FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES – HELL CREEK CHANNEL IMPROVEMENTS – PHASE II - \$523.70
9. PAY REQUEST – H & S CONTRACTING, INC. – CONSTRUCTION SERVICES – PUBLIC WORKS MAINTENANCE FACILITY ROOF REPLACEMENT - \$51,850.00
10. PAY REQUEST – ANDERSON EXCAVATING CO. – CONSTRUCTION SERVICES – THOMPSON CREEK CHANNEL REHABILITATION GROUP B – CHANNEL RECONSTRUCTION - \$163,929.60
11. PAY REQUEST – UPSTREAM WEEDS – PROFESSIONAL SERVICES – THOMPSON CREEK RESTORATION PROJECT - \$4,769.61
12. PAY REQUEST – MIDWEST EXCAVATING SERVICES – CONSTRUCTION SERVICES – LA VISTA CITY HALL BIO BASIN PROJECT - \$2,750.00
13. PAY REQUEST – SARPY COUNTY PUBLIC WORKS – PROFESSIONAL SERVICES – 132ND AND GILES ROAD INTERSECTION - \$11,223.92
14. RESOLUTION NO. 15-105 - APPROVE SPECIAL DESIGNATED LICENSE – PATRIARCH DISTILLERS, LLC – BEER GARDEN - SEPTEMBER 19, 2015

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT A BEER GARDEN AT 12251 CARY CIRCLE ON SEPTEMBER 19, 2015.

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WHEREAS, 12251 Cary Circle is located within the City of La Vista; and

WHEREAS, Patriarch Distillers has requested approval of a Special Designated License to serve alcohol at a beer garden at 12251 Cary Circle on September 19, 2015 from 3:00 p.m. to 11:00 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Patriarch Distillers to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to serve alcohol at 12251 Cary Circle on September 19, 2015.

15. APPROVAL OF CLAIMS.

4 SEASONS AWARDS, services	\$10.50
911 CUSTOM LLC, maint.	\$125.30
ACCO UNLIMITED CORP, supplies	\$292.90
ACTION BATTERIES, maint.	\$338.89
ALAMAR UNIFORMS, apparel	\$229.71
ARAMARK UNIFORM SERVICES, services	\$215.38
A-RELIEF SERVICES INC, bld&grnds	\$350.00
ASPHALT & CONCRETE MATERIALS, maint.	\$354.25
BAKER & TAYLOR, books	\$1,298.22
BEACON BUILDING, services	\$5,812.00
BISHOP BUSINESS EQUIPMENT, supplies	\$288.83
BLACK HILLS ENERGY, utilities	\$1,615.80
BO-BO'S BOUNCY TOWN LLC, services	\$210.00
BOB'S RADIATOR REPAIR, maint.	\$150.00
BOOKPAGE, books	\$480.00
BUETHE, P., travel	\$66.00
BUILDERS SUPPLY CO, maint.	\$30.00
CABELA'S, supplies	\$88.94
CENTER POINT PUBLISHING, books	\$427.20
CENTURY LINK BUSN SVCS, phones	\$31.52
CENTURY LINK, phones	\$245.86
COCA-COLA BOTTLING CO, supplies	\$298.84
COMP CHOICE INC, services	\$399.00
COX COMMUNICATIONS, services	\$160.00
CPS HR, services	\$810.25
CSP 529, payroll	\$50.00
CUES, services	\$779.96
D & K PRODUCTS, supplies	\$199.38
DEARBORN NATIONAL LIFE INS CO, services	\$5,159.09
DECOSTA SPORTING GOODS, supplies	\$306.85
DIAMOND VOGEL PAINTS, services	\$214.05
DOUGLAS COUNTY SHERIFF'S OFC, services	\$350.00
EDGEWEAR SCREEN PRINTING, services	\$728.00
EFTPS, payroll	\$70,071.38
EXPRESS DISTRIBUTION LLC, supplies	\$224.26
FEMA, services	\$617.88
FOCUS PRINTING, services	\$9,055.87
GALE, books	\$124.45
GALLS, apparel	\$379.90
GCR TIRES & SERVICE, maint.	\$1,229.14
GRAYBAR ELECTRIC CO, bld&grnds	\$37.26
H & H CHEVROLET LLC, maint.	\$277.14
HANEY SHOE STORE, apparel	\$300.00
HARTS AUTO SUPPLY, maint.	\$302.80
HOBBY LOBBY STORES, bld&grnds	\$76.82
HOST COFFEE SERVICE INC, supplies	\$28.70
HUNDEN STRATEGIC PARTNERS, services	\$4,900.00
HUNTEL COMMUNICATIONS, bld&grnds	\$245.00
HUSKER AUTO GROUP INC, services	\$17,490.00

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ICMA, payroll	\$34,425.15
INGRAM LIBRARY SERVICES, books	\$2,150.94
KELLY'S CARPET OMAHA, maint.	\$185.00
KLINKER, MARK A, services	\$200.00
KRIHA FLUID POWER CO, maint.	\$204.06
LA VISTA COMM. FOUNDATION, payroll	\$50.00
LANDPORT SYSTEMS INC, services	\$125.00
LAUGHLIN, KATHLEEN A, TRUSTEE, payroll	\$116.00
LFOP DUES, payroll	\$1,300.00
LIBRARY IDEAS LLC, media	\$13.50
LOGAN SIMPSON DESIGN INC, services	\$12,618.86
LOU'S SPORTING GOODS, supplies	\$213.45
LYMAN-RICHEY CO, bld&grnds	\$462.93
MARCO'S PIZZA, services	\$400.26
MENARDS-RALSTON, maint.	\$980.37
MID AMERICA PAY PHONES, phones	\$100.00
MIDWEST TAPE, media	\$1,119.57
MIDWEST TURF & IRRIGATION, bld&grnds	\$42.09
MILLER PRESS, services	\$605.00
MOORE, WAYNE, refund	\$20.00
MOTOROLA SOLUTIONS INC, services	\$1,144.00
MUD, utilities	\$6,201.97
MUNICIPAL PIPE TOOL CO, services	\$57,008.50
NE CHILD SUPPORT CENTER, payroll	\$966.08
NE DEPT OF REVENUE-LOTT/51, lottery	\$41.58
NEBRASKA SALT & GRAIN CO, maint.	\$18,268.50
NUTS AND BOLTS INC, maint.	\$16.76
OCLC INC, media	\$123.61
ODB COMPANY, maint.	\$414.01
OFFICE DEPOT INC, supplies	\$172.69
O'KEEFE ELEVATOR CO, bld&grnds	\$681.00
OMAHA COMPOUND CO, bld&grnds	\$59.22
OMAHA SLINGS INC, bld&grnds	\$32.45
OMAHA WORLD-HERALD, services	\$1,843.72
OMG NATIONAL, services	\$491.00
OMNIGRAPHICS INC, books	\$154.07
ONE CALL CONCEPTS INC, services	\$317.20
ORIENTAL TRADING CO, supplies	\$329.39
PAPILLION TIRE INC, maint.	\$167.18
PARAMOUNT LINEN & UNIFORM, services	\$322.96
PARK YOUR PAWZ INC, services	\$320.00
PERFORMANCE CHRYSLER JEEP, maint.	\$180.00
PERFORMANCE FORD, maint.	\$15.04
PETTY CASH, travel	\$378.00
PIZZA WEST INC, services	\$150.00
PLAINS EQUIPMENT GROUP, maint.	\$909.94
POLICE INSURANCE, payroll	\$261.89
PUBLIC AGENCY TRAINING, services	\$590.00
QUALITY BRANDS OF OMAHA, supplies	\$446.85
RAY ALLEN MANUFACTURING, services	\$442.95
RDG PLANNING & DESIGN, services	\$2,233.87
READY MIXED CONCRETE CO, maint.	\$958.36
REAL PRINCESSES OMAHA LLC, services	\$55.00
RETRIEVEEX, services	\$117.10
RIVER CITY RECYCLING, bld&grnds	\$170.00
RYAN WILLMS, refund	\$60.00
SALEM PRESS, books	\$1,251.20
SAPP BROS PETROLEUM INC, supplies	\$763.75
SARPY COUNTY CHAMBER, travel	\$150.00
SARPY COUNTY COURTHOUSE, services	\$4,083.17

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SPRINT, phones	\$119.97
STANDARD HEATING & A/C, services	\$12,737.00
STATE TAX WITHHOLDING, payroll	\$10,296.56
STATE TROOPERS ASSN/NE, services	\$65.00
SUTPHEN TOWERS INC, maint	\$4,085.67
SWANK MOTION PICTURES INC, services	\$576.00
TED'S MOWER SALES & SERVICE, maint.	\$65.90
THRASHER COMMERCIAL, services	\$1,615.00
TIELKE'S SANDWICHES, supplies	\$62.52
TOMSU, L., supplies	\$62.80
TRANS UNION RISK, services	\$11.25
UNITED RENT-ALL, services	\$322.21
UTILITY EQUIPMENT CO, bld&grnds	\$41.86
VAN RU CREDIT CORP, payroll	\$55.01
VERIZON WIRELESS, phones	\$271.74
VIERREGGER ELECTRIC CO, services	\$300.00
WAL-MART, supplies	\$2,822.46
WATER SHED INC, apparel	\$182.93
WICK'S STERLING TRUCKS INC, maint.	\$37.86
ZOO BOOKS MAGAZINE, books	\$25.95

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Assistant City Administrator Ramirez informed Council of the tree felling on October 14 at 5:30.

Community Relations Coordinator Beaumont informed Council of the Veteran's event at the library on Tuesday September 8 and the Gold Star Medallion Ceremony on September 15

Police Chief Lausten reported that the police K-9 Hart has been sold to Union Pacific Railroad and will be working in Arizona. Lausten reported that they have received 8 applications for the youth council. Lausten reported on the formation of the Sarpy County DUI task force. Lausten informed council that there will be a 9/11 ceremony at the Papillion District 3 Fire Station on September 11 at 9 a.m.

Assistant Public Works Director Kottmann informed Council that the new field is ready for use. Kottmann updated them on the tire collection day, repairs on the Hell Creek bridge and the next Bio Blitz is scheduled for October 3. Council agreed that hauling materials for the Hell Creek bridge project could begin.

B. CONDITIONAL USE PERMIT – THE VOLLEYBALL ACADEMY – LOT 36 BROOK VALLEY II BUSINESS PARK (NE OF 120TH & PORTAL ROAD)

1. PUBLIC HEARING

At 7:17 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit for The Volleyball Academy – Lot 36 Brook Valley II Business Park (NE of 120th & Portal Road) Deb Grafentin representing The Volleyball Academy gave an overview of the project.

At 7:27 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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2. RESOLUTION – CONDITIONAL USE PERMIT

Councilmember Hale introduced and moved for the adoption of Resolution No. 15-106; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR TVA BUILDING, LLC, TO ALLOW FOR AN INDOOR RECREATIONAL FACILITY ON LOT 36, BROOK VALLEY II BUSINESS PARK.

WHEREAS, TVA Building, LLC, on behalf of the property owner, Mutual of Omaha Bank, has applied for a Conditional Use Permit to allow for an indoor recreation facility on Lot 36, Brook Valley II Business Park located northeast of 120th Street and Portal Road; 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, for TVA Building, LLC, to allow for an indoor recreation facility on Lot 36, Brook Valley II Business Park.

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

C. 2016-2020 CAPITAL IMPROVEMENT PROGRAM

1. PUBLIC HEARING

At 7:28 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the 2016 - 2020 Capital Improvement Program. Assistant to the City Administrator Calentine gave an overview of funding and projects and was available to answer any questions on the Capital Improvement Program.

At 7:30 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION – ADOPTION OF 2016-2020 CAPITAL IMPROVEMENT PROGRAM

Councilmember Quick introduced and moved for the adoption of Resolution No. 15-107: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE 2016-2020 CAPITAL IMPROVEMENT PROGRAM (CIP) FOR INFRASTRUCTURE AND OTHER CAPITAL IMPROVEMENTS FOR THE CITY OF LA VISTA.

WHEREAS, the City of La Vista's Capital Improvement Program (CIP) document has been prepared and presented to Council; and

WHEREAS, the La Vista Planning Commission has reviewed the 2016-2020 Capital Improvement Program (CIP) for the City of La Vista and recommends to Council approval of the Plan, and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's 2016-2020 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista; and

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WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the 2016-2020 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the La Vista City Council.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the 2016-2020 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

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

D. FISCAL YEAR 15/16 MUNICIPAL BUDGET

1. APPROPRIATIONS ORDINANCE – FINAL READING

City Clerk Buethe read Ordinance No. 1258 entitled: AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2015 AND ENDING ON SEPTEMBER 30, 2016; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE CERTIFICATION OF THE TAX LEVY HEREIN SENT TO THE COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Hale. The Mayor then stated the question, "Shall Ordinance No. 1258 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

2. MASTER FEE ORDINANCE – FINAL READING

City Clerk Buethe read Ordinance No. 1259 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1241, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Hale. The Mayor then stated the question, "Shall Ordinance No. 1259 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

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3. INCREASE BASE OF RESTRICTED FUNDS AUTHORITY

a. PUBLIC HEARING

At 7:34 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Increase base of restricted funds authority.

At 7:35 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

b. RESOLUTION

Councilmember Quick introduced and moved for the adoption of Resolution No. 15-108: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO INCREASE THE BASE OF RESTRICTED FUNDS AUTHORITY IN THE 2015-16 MUNICIPAL BUDGET BY AN ADDITIONAL ONE PERCENT.

WHEREAS, the Mayor and City Council, after notice and public hearing as required by state statute, approved the 2015-16 municipal budget on September 1, 2015; and

WHEREAS, the unused restricted funds authority was included in the notice of budget hearing; and

WHEREAS, an increase in the base of restricted funds authority by an additional one percent in the 2015-16 municipal budget is allowed following the approval of at least 75% of the governing body.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize an increase in the base of restricted funds authority in the 2015-16 municipal budget by an additional one percent.

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

4. SETTING THE PROPERTY TAX LEVY

a. PUBLIC HEARING

At 7:36 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on setting the property tax levy.

At 7:36 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

b. RESOLUTION

Councilmember Hale introduced and moved for the adoption of Resolution No. 15-109: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING THE PROPERTY TAX REQUEST FOR FISCAL YEAR 16.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Mayor and City Council of the City of La Vista

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passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interest of the City of La Vista that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, by a majority vote, hereby resolve that:

The FY 16 property tax request be set at \$7,321,262.02 which would require a mill levy of \$0.55.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and City council of the City of La Vista Nebraska that the property tax to be distributed as follows:

General Fund - \$5,457,668.05 (\$0.41 mill levy)

Bond Fund - \$1,863,593.97 (\$0.14 mill levy)

A copy of this resolution be certified and forwarded to the County Clerk prior to October 13, 2015.

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

E. AMENDING THE COMPENSATION ORDINANCE AND SETTING RATES OF AUTO AND PHONE ALLOWANCE

1. ORDINANCE - AMEND THE COMPENSATION ORDINANCE

Councilmember Sell introduced Ordinance No. 1262 entitled; AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Quick moved that the statutory rule requiring reading on three different days be suspended. Councilmember Thomas seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Frederick moved for final passage of the ordinance which motion was seconded by Councilmember Hale. The Mayor then stated the question, "Shall Ordinance No. 1262 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

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No. 729 — REEDFIELD & COMPANY, INC. OMAHA E1107788LD

2. RESOLUTION – SETTING RATES OF AUTO AND PHONE ALLOWANCES

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 15-110; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING MONTHLY VEHICLE AND MOBILE PHONE ALLOWANCES FOR SPECIFIC OFFICERS AND EMPLOYEES OF THE CITY.

WHEREAS, the Mayor and City Council establish by ordinance the compensation for officers and employees of the City of La Vista and said ordinance establishes that the Mayor and Council may additionally fix by resolution such vehicle and other allowances as may from time to time be fixed in the municipal budget; and

WHEREAS, the FY16 municipal budget establishes funds for vehicle and mobile phone allowances for various officers, employees and volunteers of the City and are recommended by the Finance Director and City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the following vehicle and mobile phone allowances:

Tier	Monthly Vehicle Allowance	Tier	Monthly Phone Allowance
Tier 1	\$20	Tier 1	\$10
Tier 2	\$30	Tier 2	\$20
Tier 3	\$40	Tier 3	\$40
Tier 4	\$50	Tier 4	\$50
Tier 5	\$100	Tier 5	\$60
Tier 6	\$150	Tier 6	\$90
Tier 7	\$200		
Tier 8	\$300		

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

F. RESOLUTION – AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS – SOFTWARE AND IMPLEMENTATION SERVICES FOR FINANCIAL INFORMATION SOFTWARE SYSTEM

Councilmember Sell introduced and moved for the adoption of Resolution No.15-111; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISING OF THE REQUEST FOR PROPOSALS FOR A FINANCIAL INFORMATION SOFTWARE SYSTEM FOR THE CITY OF LA VISTA.

WHEREAS, the Mayor and Council have determined that replacement of the current financial management system is necessary, and

WHEREAS, the FY 2015/16 Capital Improvement Program provides funding for the proposed project; and

WHEREAS, Proposals will be due October 6, 2015 with the approximate vendor selection date of January 5, 2016;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertising of the request for proposals for a Financial Information Software System, for the City of La Vista.

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

MINUTE RECORD

September 1, 2015

No. 729 --- REEDIE & COMPANY, INC. OMAHA E1107788LD

G. RESOLUTION – CHANGE ORDER – SEWER SHOP REHABILITATION – PUBLIC WORKS

Councilmember Hale introduced and moved for the adoption of Resolution No.15-112; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH TIJ CONSTRUCTION, LLC., COUNCIL BLUFFS, IOWA, FOR THE SEWER SHOP REHABILITATION IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$1,145.00.

WHEREAS, the City has determined it is necessary to incur the additional cost of replacing a walk door that was not in the original scope of work, and;

WHEREAS, the project contract price will be revised to \$109,149.00; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order with TIJ Construction, LLC, Council Bluffs, Iowa for the Sewer Shop Rehabilitation in an additional amount not to exceed \$1,145.00.

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

H. RESOLUTION – CHANGE ORDER – THOMPSON CREEK CHANNEL REHABILITATION – GROUP B CHANNEL RECONSTRUCTION

Councilmember Hale introduced and moved for the adoption of Resolution No.15-113; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH ANDERSON EXCAVATING COMPANY, OMAHA, NEBRASKA, TO EXTEND THE COMPLETION DATE FOR ALL WORK EXCEPT PERMANENT SEEDING TO NOVEMBER 1, 2015 WITH THE PERMANENT SEEDING TO BE COMPLETED BY MAY 15, 2016

WHEREAS, the City has determined it is necessary to extend the completion date of the project due to rain days far in excess of the average number of rain days and due to the relocation of utility lines not being completed in early April; and

WHEREAS, this change order does not involve cost changes; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order with Anderson Excavating Company, Omaha, Nebraska to extend the completion date for all work except permanent seeding to November 1, 2015 with the permanent seeding to be completed by May 15, 2016.

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

I. RESOLUTION - AUTHORIZATION TO PURCHASE – HOLIDAY LIGHTS

Councilmember Hale introduced and moved for the adoption of Resolution No.15-114; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ASSORTED HOLIDAY LIGHTS FROM BRITE IDEAS IN AN AMOUNT NOT TO EXCEED \$37,625.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of holiday lights for use throughout the City is desirable; and

WHEREAS, the FY15 Lottery Fund Budget provides funding for the proposed purchase; and

MINUTE RECORD

September 1, 2015

No. 729 — REED & COMPANY, INC. OMAHA E1107788LD

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of assorted holiday lights from Brite Ideas in an amount not to exceed \$37,625.00.

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

Councilmember Crawford made a motion to move Comments from the Floor ahead of Item J Executive Session. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

J. EXECUTIVE SESSION – PERSONNEL; LAND ACQUISITION

At 7:45 p.m. Councilmember Crawford made a motion to go into executive for protection of an individual to discuss personnel matters and for the protection of the public to discuss land acquisition. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:49 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig reminded Council of the League of Municipalities annual conference from 9/23-9/25. Mayor Kindig also stated that the Sarpy County Chamber Dinner and MAPA meeting are coming up and anyone interested should contact Michelle. Mayor Kindig also thanked Yahoo for their community project of a yard cleanup. Councilmember Ronan stated that the field improvements turned out very well.

At 8:54 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER, 2015

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

A-3



LOGANSIMPSON

City of La Vista
 Attn: Accounts Payable
 8116 Park View Boulevard
 La Vista, NE 68128

APPROVED

AP 8-27-15
 05-21-0874.01

Project Number: 145281 City of La Vista Comprehensive Plan Update
 Principal: Bruce Meighen

Invoice Number: 17413
 Date: June 30, 2015

Professional Services for the period of 05/23/2015 through 06/19/2015:

Task Description	Contract Amount	% Complete	Complete to Date	Previous Billed	Current Amount
1 PLAN FOR A PLAN					
1.1 Ongoing Project Management	\$ 3,412.00	50%	\$ 1,706.00	\$ 1,706.00	\$ -
1.2 Staff Kickoff Workshop	\$ 3,492.00	100%	\$ 3,492.00	\$ 3,492.00	\$ -
1.3 Public Involvement Plan	\$ 658.00	100%	\$ 658.00	\$ 658.00	\$ -
1.4 Public Kickoff Event	\$ 7,584.00	100%	\$ 7,584.00	\$ 7,584.00	\$ -
1.4A Public Kickoff Event #2 (Salute to Summer)	\$ 4,400.00	100%	\$ 4,400.00	\$ -	\$ 4,400.00
1.5 Existing Conditions Snapshots	\$ 4,562.00	90%	\$ 4,105.80	\$ 4,105.80	\$ -
1.6 Stakeholder / Focus Group Interviews	\$ 4,792.00	100%	\$ 4,792.00	\$ 4,792.00	\$ -
1.7 Advisory Committee Establishment	\$ 310.00	100%	\$ 310.00	\$ 310.00	\$ -
1.8 Comprehensive Plan Audit & Issues Summary	\$ 2,770.00	95%	\$ 2,631.50	\$ 2,631.50	\$ -
2 VISIONING, OPPORTUNITIES & FRAMEWORKS					
2.1 Visioning Survey	\$ 910.00	100%	\$ 910.00	\$ 910.00	\$ -
2.2 Public Visioning Event	\$ 8,784.00	50%	\$ 4,392.00	\$ 2,196.00	\$ 2,196.00
2.3 Vision Document	\$ 5,632.00	10%	\$ 563.20	\$ 281.60	\$ 281.60
2.4 Opportunities	\$ 4,532.00	10%	\$ 453.20	\$ 226.60	\$ 226.60
2.5 Character Districts, Opportunity Areas & Policy Choices	\$ 4,564.00	0%	\$ -	\$ -	\$ -
2.6' Community Opportunities & Choices Workshops	\$ 8,784.00	0%	\$ -	\$ -	\$ -
2.7 Refinement of Community Choices	\$ 870.00	0%	\$ -	\$ -	\$ -
3 THE PLAN					
3.1 Strategies & Plan Development	\$ 2,990.00	0%	\$ -	\$ -	\$ -
3.2 Preliminary Land Use Plan	\$ 4,510.00	0%	\$ -	\$ -	\$ -
3.3 Preliminary Implementation Strategies	\$ 1,550.00	0%	\$ -	\$ -	\$ -
3.4 Sustainability Optimization	\$ 670.00	0%	\$ -	\$ -	\$ -
3.5 Transportation Optimization	\$ 1,110.00	0%	\$ -	\$ -	\$ -
3.6 Health Optimization	\$ 670.00	0%	\$ -	\$ -	\$ -
3.7 Preliminary Draft Plan	\$ 5,784.00	0%	\$ -	\$ -	\$ -
3.7a Recreational Component Inclusions	\$ 2,552.00	0%	\$ -	\$ -	\$ -
3.8 Public Review/ Open House	\$ 5,712.00	0%	\$ -	\$ -	\$ -
3.9 Final Comprehensive Plan	\$ 2,970.00	0%	\$ -	\$ -	\$ -
3.10 Adoption	\$ 2,280.00	0%	\$ -	\$ -	\$ -
	\$ 96,854.00		\$ 35,997.70	\$ 28,893.50	\$ 7,104.20
Direct Expenses Total	\$ 11,575.00		\$ 7,541.10	\$ 6,748.41	\$ 792.69
Current Amount Due:					7,896.89

Consent Agenda
 9-15-15



Aged Receivables

Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 120 Days
\$ 7,896.89	\$0.00	\$0.00	\$0.00	\$0.00



LOGAN SIMPSON

Expenses - Invoice 17413

Staff Name	Vendor	Date	Ground transp	Conf calls	Lodging	Meals	Postage/ Delivery
	Infiniti Conference	6/11/2015		\$ 6.22			
	FedEx	6/11/2015					\$ 19.00
Megan Moore	Personal Vehicle Mileage	5/21/2015	\$ 37.38				
Megan Moore	E470 Express Toll	5/21/2015	\$ 5.50				
Megan Moore	Residence Inn	5/22/2015			\$ 393.48		
Megan Moore	Avis	5/24/2015	\$ 127.11				
Megan Moore	DIA	5/24/2015	\$ 96.00				
Megan Moore	Personal Vehicle Mileage	5/24/2015	\$ 37.38				
Megan Moore	E470 Express Toll	5/24/2015	\$ 5.50				
Megan Moore	Mile High Grille	5/21/2015				\$ 20.00	
Megan Moore	Trader Joes	5/23/2015				\$ 32.12	
Megan Moore	Rigel Airport Service	5/24/2015				\$ 13.00	
		\$ 308.87	\$ 6.22	\$ 393.48	\$ 65.12	\$ 19.00	

Account Information

Logan Simpson Design Inc. - Sandii Pasternak
 Account Number: IC26124
 Invoice Number: IC26124-0515
 Invoice Date: 5/31/2015
 Billing Period: 5/1/2015 - 5/31/2015
 Terms: Credit Card
 Total Due: \$374.33

Conference Detail Report							
Date	Time	Type	Caller	Participant Type	Billing Code	Minutes	Amount
05/14/15	11:01 EDT	Res'less TollFree Dial-In	9704494100	CHAIR	145281	42.0	1.47
05/14/15	11:01 EDT	Res'less TollFree Dial-In	4023314343	PARTICIPANT	145281	42.0	1.47
Conference Sub Total:						84.0	2.94
05/29/15	12:02 EDT	Res'less TollFree Dial-In	9704494252	CHAIR	145281	30.0	1.05
05/29/15	12:09 EDT	Res'less TollFree Dial-In	4023314343	PARTICIPANT	145281	23.0	0.81
Conference Sub Total:						53.0	1.86
Conference Calling Room ID Sub Total:							

Conference Calling Room ID Sub Total:

448
 142 taxes
 622

Invoice Number	Invoice Date	Account Number	Page
5-046-28989	May 28, 2015	3359-6227-3	6 of 6

Dropped off May 19, 2015

Cost Ref #145281

Ref #2

Payor/Shipper

- Fuel Surcharge - FedEx has applied a fuel surcharge of 2.50% to this shipment.
- Distance Based Pricing, Zone 4
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- Minimum Billable Weight was applied.



Automation	INET	Sender	Recipient
Tracking ID	773640477691	Megan Moore	Christopher Solberg, AICP
Service Type	FedEx 2Day A.M.	Logan Simpson Design Inc.	City of La Vista
Package Type	FedEx Tube	123 N COLLEGE AVE STE 206	8116 Park View Blvd.
Zone	04	FORT COLLINS CO 80524 US	LA VISTA NE 88120 US
Packages	1		
Actual Weight	3.0 lbs, 1.4 kgs		
Rated Weight	7.0 lbs, 3.2 kgs		
Delivered	May 21, 2015 09:03	Transportation Charge	27.26
Svc Area	A1	Discount	-8.72
Signed by	M.GUSTAFSON	Fuel Surcharge	0.46
FedEx Use	00000000/0000008/-	Total Charge	USD ✓ \$19.00

AVIS*We are proud to feature a 100% smoke-free fleet!*

RENTAL AGREEMENT NUMBER: 286458454

RECEIPT

Your Information

Customer Name: MEGAN MOORE
Wizard Number: *74K
Avis Worldwide Discount:
Customer Status: PREFERRED
Method of Payment: CASH
Frequent Traveler Number: SW41806343933

Your Vehicle Information

Vehicle Number: 69188921
Vehicle Group Rented: Intermediate SUV
Vehicle Group Charged: Intermediate
Vehicle Description: SIL KIA SPORTAGE
4WD
License Plate Number: NETWP972
Odometer Out: 1842
Odometer In: 1908
Total Driven: 66
Fuel Gauge Reading: Full

Your Rental

Pickup Date/Time: MAY 21, 2015 @ 12:45PM
Pickup Location: 4501 ABBOTT DR, TERMINAL 3
EPPLEY AIRFIELD
OMAHA, NE 68110, US
402-422-6480

Return Date/Time: MAY 24, 2015 @ 3:40PM
Return Location: 4501 ABBOTT DR, TERMINAL 3
EPPLEY AIRFIELD
OMAHA, NE 68110, US
402-422-6480

Additional fees may apply
If changes are made
to your return date, time
and/or location.

Your Vehicle Charges (MIN 1 DAY / MAX 108 HRS)

Rate Chart:	Free Miles:	Time and Mileage:	
Miles: UNLIMITED		Your Discount:	
Hourly: 15.76	4 DY @ 21.00 =		84.00
Daily: 21.00			
Ad'l day: 21.00			
Weekly: 630.00		Time and Mileage:	84.00
Monthly:			

Your Optional Products/Services

Optional Services Total: 0.00

Your Taxable Fees

11.11% Concession Recovery Fee	9.60
AIRPORT CHARGE 2.50/DY	10.00
CITY SURCHARGE 8.00/RNTL	8.00
ENERGY RECOVERY FEE 0.60/DY	2.40
Sub-total Charges:	114.00
TAX 7.000%	7.98

Your Non-Taxable Products/Services

6.13

Your Total Charges paid:

127.11

Prepay: Voucher

(-)127.11

Travel Partner Points Earned:

200

Net Charges:	USD .00
Your Total Due:	0.00

Thank you for renting with Avis.

For all other inquiries, please contact us at 1-800-352-7900 or www.Avis.com.

At Avis, we are committed to providing you with the best rental experience in the industry. We are in the business of treating people like people.

Thank you for renting with Avis. To enroll in AVIS preferred and to enroll in the AVIS loyalty program, please visit avis.com for more information.

Your vehicle was rented to you by STACY.

Your vehicle was checked in by ERICK.

DENVER INTERNATIONAL
AIRPORT

8500 Peña Blvd.
Denver, CO 80249

Customer Service:
303-342-4083

Card Account : XXXXXXXXX8117
Card Type : Visa
Authorization Code : 05382C

Cashier : 330 Seq # 24594
License Plate : 066XZL
Ent : 08:16 05/21/15 Lane 12
Exit: 18:28 05/24/15 Lane 60
Duration: 30(s) 10h(s) 12m(s)
Rate Code: 50 Shift: 46

FEE	\$	96.00
AMOUNT TEND	\$	96.00
CASH	\$	0.00
CREDIT CARD	\$	96.00
CHECK	\$	0.00
CHANGE CALC	\$	0.00
PAID AT CT		\$ 96.00
*** Thank You ***		

*** Customer Copy ***

22470 E. 6th Parkway, Suite 110
Aurora, CO 80018
Local: 303-537-3470
Toll Free: 888-946-3470
www.expressstoll.com (<https://www.expressstoll.com>)
ExpressToll Account Activity
Jun 2, 2015



MR. MEGAN A MOORE
2727 CANBY WAY
FORT COLLINS, CO 80525

Statement for Transactions Posted between 05/21/2015 and 05/24/2015 Acct No: 2259219

\$11.00

*AVITOLL: Toll Collected with ExpressToll Transponder
*VTOLL: Toll Collected with Toll Collection Camera
*MVTOLL: Toll Collected Manually

Summary

Opening TAB:	\$14.60
Total Tolls:	(\$11.00)

Payments Made:	\$25.90
Debit Adjustments:	\$0.00
Credit Adjustments:	\$0.00
Remaining TAB:	\$29.50

From: Thanks for staying! <efolio@residenceinn.com>
Sent: Tuesday, May 26, 2015 2:57 AM
To: Megan Moore
Subject: Your May 21, 2015 - May 24, 2015 stay at the Residence Inn Omaha Aksarben Village

Thank you for choosing the Residence Inn Omaha Aksarben Village for your recent stay.

As requested, below is a billing summary or adjustment for your stay. If you have questions about your bill, please contact the hotel directly at (402) 551-8000.

Make another reservation on Marriott.com >>



Yon hervé, a jadis dans
ce monde, et qui n'est plus
dans ce monde, n'est pas dans
le monde.

Summary of Your Stay

Hotel: Residence Inn Omaha Aksarben Village
1717 South 67th Street
Omaha, Nebraska 68106
USA
(402) 551-8000

Guest: MEGAN/MS MOORE
AMERICAS
PROMOTION 3
2727 CANBY WAY
FORT COLLINS, CO
80525
USA

Dates of stay: May 21, 2015 - May 24, 2015 Room number: 429
Guest number: 57755 Group number:
Marriott Rewards number: XXXXX7600

Date	Description	Reference	Charges	Credits
05/14/15	Payment - Advance Deposit	14SYS		393.47
05/21/15	Room Charge	J1429	111.00	
05/21/15	Occupancy Sales Tax	T1429	6.11	
05/21/15	State Occupancy Tax	T2429	14.05	
05/22/15	Room Charge	J1429	111.00	
05/22/15	Occupancy Sales Tax	T1429	6.11	
05/22/15	State Occupancy Tax	T2429	14.05	
05/23/15	Room Charge	J1429	111.00	

05/23/15	Occupancy Sales Tax	T1429	6.11
05/23/15	State Occupancy Tax	T2429	14.05
05/24/15	Payment - Visa XXXXXXXXXXXX8117	VI11:03AM	0.01

Total balance	0.00 USD
----------------------	-----------------

Important Information

Do Not Reply to this Email

This email is an auto-generated message. Replies to automated messages are not monitored. If you have any questions please contact the hotel directly at (402) 551-8000.

Why Have I Received this Email?

You received this email because you subscribed to eFolio, a feature enabling you to receive an electronic version of your hotel bill by email after every stay. [Modify your email preferences >>](#)

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Electronic versions of your hotel bill, available by email from our over 2,300 participating properties in the Marriott family of hotels in the USA and Canada, are emailed to you within 72 hours of check-out. These email messages reflect changes made to your bill up to 11pm on your day of departure. Any adjustments after that time may not be shown.

If you have received this email in error, [please notify us](#).

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Authenticity of Bills

Marriott retains official records of all charges and credits to your account and will honor only those records.

Privacy

Your privacy is important to Marriott. For full details of our privacy policy, please visit our [Privacy Statement](#).

Credit of Marriott Rewards Points

After a stay, it may take up to 7 days for Marriott Rewards points to be credited to your account.

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Guest Detail - C/O 57755
Lst Name MOORE
First MEGAN/MS
Company AMERICAS PROMOTION 3
= Account Detail
Pmt Tp VIXXXXXXXXXXXXX/0817
Gtd G Adv Dep 393.47
DB Id TA/Whl

Rewarding Welcome - Cnf 84536137
Earns Points
SILVER ELITE
MR# 893747600 Since 31Mar02
Points Balance: 7072
Nights to Renew SILVER ELITE: 9

eFolio

ROOM# 429 == Line: 10 of 10 == Charges = Credits ==
23May15 N12 T2429 State Occupancy Tax 14.05
*24May15 NAI VII1:03 Visa .01

R/T: 393.48 Incidentals: .00 Payments: -393.48 Total .00 =

End

DNC Travel Hospitality Services
* Denver International Airport *
** Mile High Grille **

3040 RENE

341 6565
21 MAY 15 9:14 AM

1 Tropicana 3.25
1 Coffee REG 2.45
1 Denver Omelette 9.25
W/ BK POTATOES

TOTAL:

Subtotal 14.95
Total Tax 1.20
9:34 Total Due \$ 16.15

16.15
TIP \$ 3.85
TOTAL \$ 20.00

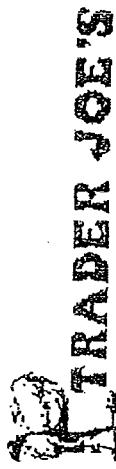
DNC Travel Hospitality Services
* Denver International Airport *
** Mile High Grille **

CHECK:

34/1

TABLE:
SERVER: 3040 RENE
DATE: 21 MAY 15 9:47 AM
CARD TYPE: Visa
ACCT #: XXXXXXXXX8117
EXP DATE: XX/XX
AUTH CODE: 01710C

SIGNATURE
SIGN ONE COPY AND RETURN
*** THANK YOU ***



10305 Pacific Street
Omaha NE 68114
Store #719 - (402) 391-3698

OPEN 8:00AM TO 9:00PM DAILY

PKG SLICED CHEESE TRAY A REAL	4.99
YOLPI SOPPRESATA SALAMI STICK	4.49
DOUBLE CREAM GOUDA CHEESE	3.92
R-CUT FRUIT WATERMELON SPEARS	3.49
R-STRAWBERRIES 1 LB.	3.29
RED SEEDLESS GRAPES	3.69
ALAMOS MALBEC	8.99 <u>T</u>
CRACKERS ROASTED GORGONZOLA DV	2.29
BAGUETTE	1.99
64 OZ LEMONADE MANGO ORGANIC	3.49
SUBTOTAL	\$40.63
STATE TAX 1	\$0.49
CITY	\$0.13
TOTAL	\$41.25
*****6199	\$41.25

Alcohol 8.99
14 tax
< 9.13 >
41.25
32.12

PURCHASE

SWIPE

AUTH# 097780

INVOICE #: 5326

719.00

05-23-2015 03:26PM

REFERENCE #: 172906

ITEMS 10 H. John
05-23-2015 03:26PM 0719 07 7062 5326

THANK YOU FOR SHOPPING AT
TRADER JOE'S
www.traderjoes.com

RIOFLI AIRPORT SERVICE
4501 AIRPORT DR
ORLAND, FL 32310
402 422 6376
MARTIN LUTHER KING JR.
SYNTHETIC 1622596

07/24/15 10:41:17
100981622596
Ref #: 0397

Sale

XXXXXX8817
VISA Entry Method: Swiped

Amount:	\$ 10.41
Tip:	2.59
Total:	13.00

07/24/15 16:14:17
Inv #: 000029 Appr Code: 02500C
Transaction #: 46014464573059
Approved: Online Batch#: 000055

Customer: 2007
Ticket: 000

Summarized Expense Report

Thursday, June 25, 2015
8:56:22 AM

Logan Simpson Design Inc.

Employee MAM12 Moore, Megan A

Signed _____
Moore,Megan A

Approved _____
Cline, Chante C

Posted

Location:Dept FTC: CP
Expense Report: 150521 La Vista, Salute to Summer Report Date: 5/19/2015

Date	Category	Description	Project	Service Line	Task/Location	Bill	Company Paid	Credit Card	Amount
5/21/2015	Project-Mileage	Mileage	145281		CP1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>		37.38
5/24/2015	Project-Mileage	Mileage	145281		CP1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>		37.38



A-4

L O G A N S I M P S O N

City of La Vista
Attn: Accounts Payable
8116 Park View Boulevard
La Vista, NE 68128

Project Number: 145281 City of La Vista Comprehensive Plan Update
Principal: Bruce Meighen

APPROVED

AB 8-27-15
05-21-0874.01

Invoice Number: 17638
Date: August 28, 2015

Professional Services for the period of 07/18/2015 through 08/14/2015

Task Description	Contract Amount	% Complete	Complete to Date	Previous Billed	Current Amount
1 PLAN FOR A PLAN					
1.1 Ongoing Project Management	\$ 3,412.00	60%	\$ 2,047.20	\$ 2,047.20	\$ -
1.2 Staff Kickoff Workshop	\$ 3,492.00	100%	\$ 3,492.00	\$ 3,492.00	\$ -
1.3 Public Involvement Plan	\$ 658.00	100%	\$ 658.00	\$ 658.00	\$ -
1.4 Public Kickoff Event	\$ 7,584.00	100%	\$ 7,584.00	\$ 7,584.00	\$ -
1.4A Public Kickoff Event #2 (Salute to Summer)	\$ 4,400.00	100%	\$ 4,400.00	\$ 4,400.00	\$ -
1.5 Existing Conditions Snapshots	\$ 4,562.00	100%	\$ 4,562.00	\$ 4,333.90	\$ 228.10
1.6 Stakeholder / Focus Group Interviews	\$ 4,792.00	100%	\$ 4,792.00	\$ 4,792.00	\$ -
1.7 Advisory Committee Establishment	\$ 310.00	100%	\$ 310.00	\$ 310.00	\$ -
1.8 Comprehensive Plan Audit & Issues Summary	\$ 2,770.00	100%	\$ 2,770.00	\$ 2,631.50	\$ 138.50
2 VISIONING, OPPORTUNITIES & FRAMEWORKS					
2.1 Visioning Survey	\$ 910.00	100%	\$ 910.00	\$ 910.00	\$ -
2.2 Public Visioning Event	\$ 8,784.00	100%	\$ 8,784.00	\$ 8,784.00	\$ -
2.3 Vision Document	\$ 5,632.00	75%	\$ 4,224.00	\$ 2,252.80	\$ 1,971.20
2.4 Opportunities	\$ 4,532.00	25%	\$ 1,133.00	\$ 1,133.00	\$ -
2.5 Character Districts, Opportunity Areas & Policy Choices	\$ 4,564.00	25%	\$ 1,141.00	\$ 456.40	\$ 684.60
2.6' Community Opportunities & Choices Workshops	\$ 8,784.00	15%	\$ 1,317.60	\$ 878.40	\$ 439.20
2.7 Refinement of Community Choices	\$ 870.00	0%	\$ -	\$ -	\$ -
3 THE PLAN					
3.1 Strategies & Plan Development	\$ 2,990.00	0%	\$ -	\$ -	\$ -
3.2 Preliminary Land Use Plan	\$ 4,510.00	0%	\$ -	\$ -	\$ -
3.3 Preliminary Implementation Strategies	\$ 1,550.00	0%	\$ -	\$ -	\$ -
3.4 Sustainability Optimization	\$ 670.00	0%	\$ -	\$ -	\$ -
3.5 Transportation Optimization	\$ 1,110.00	0%	\$ -	\$ -	\$ -
3.6 Health Optimization	\$ 670.00	0%	\$ -	\$ -	\$ -
3.7 Preliminary Draft Plan	\$ 5,784.00	5%	\$ 289.20	\$ -	\$ 289.20
3.7a Recreational Component Inclusions	\$ 2,552.00	0%	\$ -	\$ -	\$ -
3.8 Public Review/ Open House	\$ 5,712.00	0%	\$ -	\$ -	\$ -
3.9 Final Comprehensive Plan	\$ 2,970.00	0%	\$ -	\$ -	\$ -
3.10 Adoption	\$ 2,280.00	0%	\$ -	\$ -	\$ -
	\$ 96,854.00		\$ 48,414.00	\$ 44,663.20	\$ 3,750.80
Direct Expenses Total	\$ 11,575.00		\$ 11,559.55	\$ 11,494.46	\$ 65.09
				Current Amount Due:	\$ 3,815.89

Consult Agenda
9-15-15



Aged Receivables

Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 120 Days
\$ 3,815.89	\$0.00	\$7,896.89	\$0.00	\$0.00



L O G A N S I M P S O N

Expenses - Invoice 17638

Staff Name	Vendor	Date	Other
	Fed/Ex Kinko's	6/26/2015	\$ 11.41
	Fed/Ex Kinko's	6/26/2015	\$ 44.46
	Infinite Conferencing	8/12/2015	\$ 4.02
	Infinite Conferencing	8/12/2015	\$ 5.20
			\$ 65.09

INVOICE
Official Bill of Sale
Terms Net 30 Days
Please Reference Invoice # Below

Please remit payment to:
FedEx Office
Customer Administrative Services
P.O. Box 672085
Dallas, TX 75267-2085

INVOICE #:	160200028682		
GTN #:			
Receipt #:	1602002	Reg: IT63	Page: 1
Account #:	0000353159 Card #: 0000		
Customer #:	Logan Simpson Design Inc		
Auth User:	Logan Simpson Design Inc		
Reference:	145281		
Tax Exempt #:			

Date:	10:06 AM	Co-Worker:	
Qty/List	Disc.	Price	Amount
30	FS Color SS 8.5x11 Cus		
	0.59	0.2360	10.62
Discount Total		\$7.08	

Project #/ Bill Grp	Task/Item#	Exp/GL Code
145281	-CP2.0	51a1D
Amount	Dept #	Date, Trans #, Initials
\$11.41		
Effective Date	Ordered By	Approved/Date
6/26/15	MEGAN M.	

User/Requestor Information

Signee: Megan Moore
 Signee Phone: 970.449.4100

SUBTOTAL	\$10.62
TAX	\$0.79
TOTAL	\$11.41

**Electronically Reproduced
 Copy of Original**

Thank you for choosing FedEx Office
 Fort Collins CO Downtown 970.221.2679
 130 W Olive St
 Fort Collins, CO 80524

Visit our website at
fedex.com

INVOICE
Official Bill of Sale
 Terms Net 30 Days
 Please Reference Invoice # Below

Please remit payment to:
FedEx Office
Customer Administrative Services
P.O. Box 672085
Dallas, TX 75267-2085

INVOICE #:	160200028685		
GTN #:			
Receipt #:	1602002	Reg: RT11	Page: 1
Account #:	0000353159	Card #: 0000	
Customer #:	Logan Simpson Design Inc		
Auth User:	Logan Simpson Design Inc		
Reference:	145281		
Tax Exempt #:			

Questions? Please call:

800.488.3705

Date:	10:06 AM	Co-Worker:	
Qty/List	Disc.	Price	Amount
46	LF Finishing Grommets		
	1.00	0.1000	0.900
			41.40
		Discount Total	\$4.60

Project #/ Bill Grip	Task/Item#	Exp/GL Code
145281	-CD2.1)	51010
Amount	Dept #	Date, Trans #, Initials
\$44.46		
Effective Date	Ordered By	Approved/Date
6/26/15	MEGAN M.	

User/Requestor Information

Signee: Megan Moore
 Signee Phone: 970.449.4100

SUBTOTAL	\$41.40
TAX	\$3.06
TOTAL	\$44.46

**Electronically Reproduced
 Copy of Original**

Thank you for choosing FedEx Office
 Fort Collins CO Downtown 970.221.2679
 130 W Olive St
 Fort Collins, CO 80524

Visit our website at
fedex.com

Account Information

Logan Simpson Design Inc. - Sandii Pasternak
 Account Number: IC26124
 Invoice Number: IC26124-0715
 Invoice Date: 7/31/2015
 Billing Period: 7/1/2015 - 7/31/2015
 Terms: Credit Card
 Total Due: \$457.13

Date	Time	Type	Caller	Conference Detail Report		Minutes	Amount
				Participant	Type		
07/09/15	11:01 EDT	Res'less TollFree Dial-In	4023314343		PARTICIPANT	145281	45.0 1.58
07/09/15	11:01 EDT	Res'less TollFree Dial-In	9704494100		CHAIR	145281	44.0 1.54
		Conference Sub Total:					89.0 3.12
07/23/15	11:00 EDT	Res'less TollFree Dial-In	4023314343		PARTICIPANT	145281	60.0 2.10
07/23/15	11:05 EDT	Res'less TollFree Dial-In	9704494100		CHAIR	145281	55.0 1.93
		Conference Sub Total:					115.0 4.03

① 3.12
 ② 4.03
 taxes fees .90
 \$ 4.02 \$ 5.20
 1.17

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF two (2)

PAGES

TO OWNER: City of LaVista
8116 Park View Blvd
LaVista, NE 68128
ATTN: John Kottmann
TJ Construction LLC
2130 23rd Ave - Suite B
Council Bluffs, IA 51501

FROM CONTRACTOR:

VIA ARCHITECT: City of LaVista
8116 Park View Blvd
LaVista, NE 68128
PROJECT : LaVista Sewer Shop Rehab

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. TOTAL CONSTRUCTION AMT
2. Net change by Change Orders
3. Net Change in Contingency Amt (Initial: \$460,118)
4. PROJECT SUM TO DATE (Line 1 ± 2 ± 3)
5. TOTAL COMPLETED & STORED TO DATE (Column G on G703)
6. RETAINAGE:
 - a. $\frac{10.00\%}{(\text{Column D} + \text{E on G703})}$ % of Completed Work
 - b. $\frac{0.00\%}{(\text{Column F on G703})}$ % of Stored MaterialTotal Retainage (Lines 6a + 6b or Total in Column I of G703)
7. TOTAL EARNED LESS RETAINAGE (Line 5 Less Line 6 Total)
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate)
9. CURRENT PAYMENT DUE
10. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 4 less Line 7)

\$ <u>108,004.00</u>	\$ <u>1,145.00</u>	
\$ <u>0.00</u>	\$ <u>0.00</u>	
\$ <u>109,149.00</u>	\$ <u>0.00</u>	
\$ <u>100,036.31</u>	\$ <u>0.00</u>	
\$ <u>10,003.63</u>	\$ <u>0.00</u>	
\$ <u>10,003.63</u>	\$ <u>0.00</u>	
\$ <u>90,032.67</u>	\$ <u>0.00</u>	

CONTRACT DATE: 6/5/2015

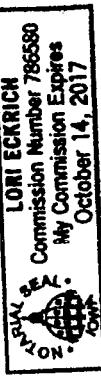
TIJ Construction LLC

PERIOD TO: 08/26/15

By: John Kottmann

Date: Aug 26 - 15

County of: Pottawattamie



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 85,002.57

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

ARCHITECT:

Project Design

By: John M. Kottmann Date: 8/28/2015

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

O. K. to Pay \$ 85,002.57

Bank 8-28-2015
05.71.0882.03

Consent Agenda 9/15/15

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

A-15



A-6

PO Box 1100, 100 Middle Street, Portland, ME 04104-1100

I N V O I C E

09/07/2015

Client #: 110382.41

Invoice #: 353095

City of La Vista
Pam Buethe
8116 Park View Boulevard
La Vista, NE 68128

\$ _____
AMOUNT REMITTED

City of La Vista

BerryDunn
Invoice #: 353095

09/07/2015

Professional services rendered by our Government Consulting Group related to the project to assist the City of La Vista with consulting services for Financial Information Software System Selection.

Task 2: Requirements and RFP Development (Complete) \$4,718.00

Current Amount Due \$ 4,718.00

*oh to pay
Buethe
05/11/0859*

A late charge of 1.5% per month (18% per annum) is added to the balance after 30 days.

For your convenience, we accept VISA and MASTERCARD or for information on
ACH Payments, please send an email to AR@berrydunn.com.

(207)775-2387
www.berrydunn.com

Consent Agenda 9/15/16

A-7



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

INVOICE

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

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

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 111336
Date 08/31/2015
Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from July 6, 2015 through August 09, 2015

P.O. #15-0092

Description	Current Billed
Task A-Project Start-up	0.00
Task B-Design Development	0.00
Task C-Construction Documentation	0.00
Task D-Phase 2 Grant Acquisition	0.00
Task E-Pre-Construction Monitoring	0.00
Construction Phase Services	9,442.55
Contract Administration	\$2,068.00
Erosion Control Monitoring and Reporting Services	365.30
Construction Observation and Materials Testing	2,432.00
Construction Staking.	4,577.25
Additional Services - OPPD	0.00
	Total 9,442.55

Invoice total 9,442.55

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
111336	08/31/2015	9,442.55	9,442.55	0.00	0.00	0.00	0.00
	Total	9,442.55	9,442.55	0.00	0.00	0.00	0.00

O. K. to pay
EFMK 9-8-2015

05.71.0855.03

(City Share)

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

A-8

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT **INVOICE**

Papio-Missouri River NRD
8901 S. 154th Street
Omaha, NE 68138
(402) 444-6222

INVOICE NUMBER **2015090801**
INVOICE DATE **September 8, 2015**

TO: **City of La Vista**
Attn: John Kottman
9900 Portal Road
La Vista, NE 68128

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	West Papio Trail, 90th to 108th & Giles Road per La Vista/Papillion/NRD design & construction agreement Executed November 14, 2013		
1	Design and Construction Engineering, HGM	LS	158,603.29
1	Construction, MFT	LS	547,016.81
	Project total cost		705,620.10
	La Vista reimbursement	5%	35,281.01
		SUBTOTAL	\$35,281.01
		TAX	0.00
		FREIGHT	

\$35,281.01

DIRECT ALL INQUIRIES TO:

Carey Fry
402 444-6222
email: cfry@papionrd.org

MAKE ALL CHECKS PAYABLE TO:

Papio-Missouri River NRD
8901 S. 154th Street
Omaha, NE 68138

PAY THIS AMOUNT

THANK YOU!

O.K. to pay
JMK 9-9-2015
05.71.0876.03

A-9

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT A BEER GARDEN AT 6940-6954 S 108th STREET ON OCTOBER 4, 2015.

WHEREAS, 6940-6954 S 108th Street is located within the City of La Vista; and

WHEREAS, Nebraska Brewing Company has requested approval of a Special Designated License to serve alcohol at a beer garden at 6940-6954 S 108th Street on October 4, 2015 from 12:00 p.m. to 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Nebraska Brewing Company to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to serve alcohol at 6940-6954 S 108th Street on October 4, 2015.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/

--	--

DO YOU NEED POSTERS? YES NO **RETAIL LICENSE HOLDERS** **NON PROFIT APPLICANTS**

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service **COMPLETE ALL QUESTIONS**1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits 2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank) 1059313. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)NAME: Nebraska Brewing CompanyADDRESS: 6946 S. 108th StreetCITY La Vista ZIP 68128

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Brooke Valley 14ADDRESS: 6940 - 6954 S. 108th Street CITY La VistaZIP 68128 COUNTY and COUNTY # Sarpy 59a. Is this location within the city/village limits? YES NO b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives? YES NO c. Is this location within 300' of any university or college campus? YES NO

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date 10/4/15	Date	Date	Date	Date	Date
<u>Hours</u> From 1200	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
To 1800	To	To	To	To	To

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

Dance Reception Fund Raiser Beer Garden Sampling/Tasting
 Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** _____ x _____
(not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** 300 x 65

***SKETCH OF OUTDOOR AREA (or attach copy of sketch)**

If outdoor area, how will premises be enclosed?

Fence; snow fence chain link cattle panel other perimeter marked with caution tape affixed to temporary posts

Tent

8. How many attendees do you expect at event? 200

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)
All attendees will be wristbanded after providing legal proof of age

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler

Retailer

Both

BYO

(includes wineries)

12. Will there be any games of chance operating during the event? YES NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Kim Kavulak

Signature of Event Supervisor _____

Phone of Event Supervisor: Before 4026304023 During 4026304023

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here



Authorized Representative/Applicant

Vice President 9/10/15

Title

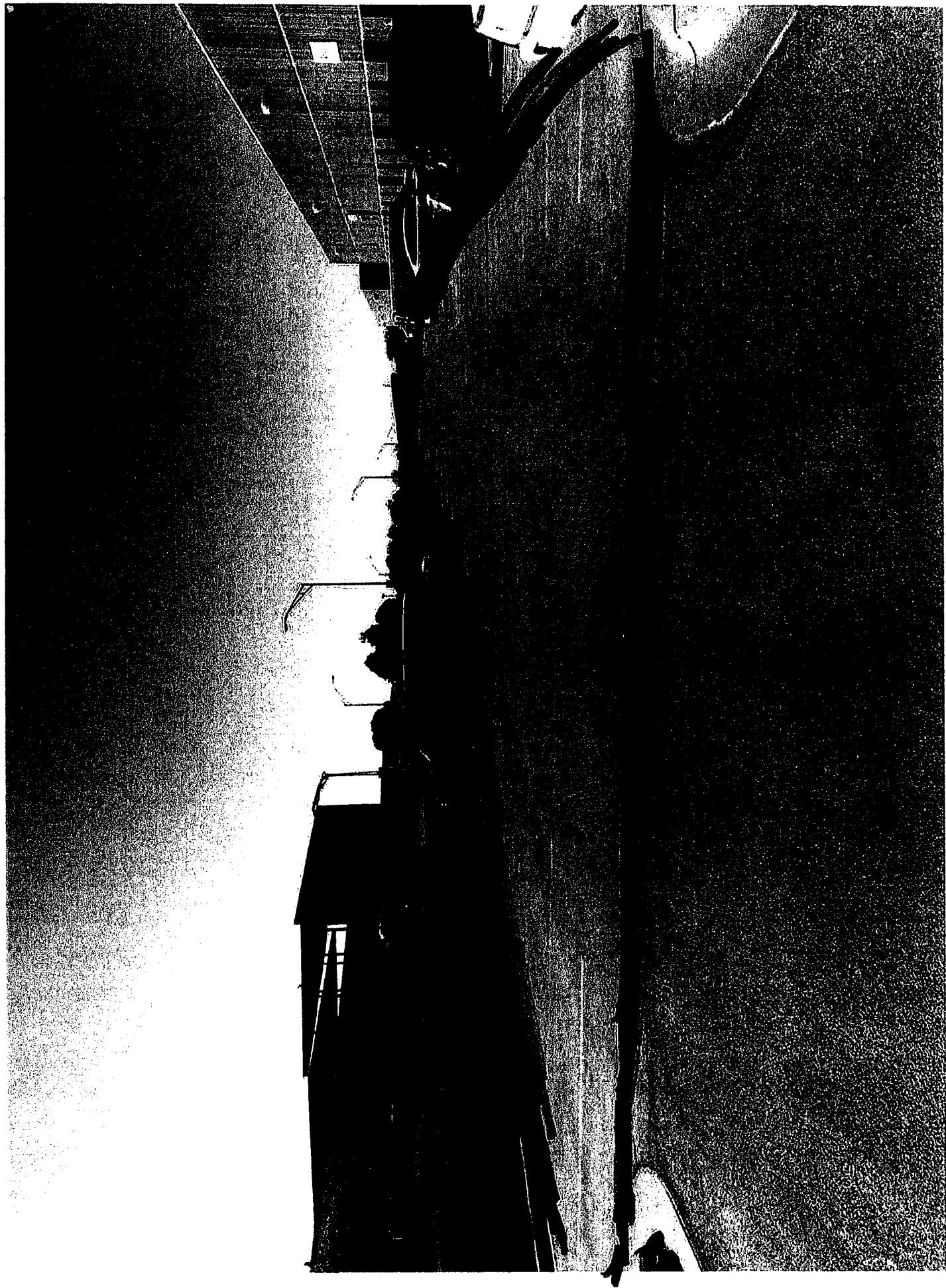
Date

Kim Kavulak

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.



A-10

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT A FUNDRAISER AT 6940-6954 S 108th STREET ON OCTOBER 18, 2015.

WHEREAS, 6940-6954 S 108th Street is located within the City of La Vista; and

WHEREAS, Nebraska Brewing Company has requested approval of a Special Designated License to serve alcohol at a fundraiser at 6940-6954 S 108th Street on October 18, 2015 from 12:00 p.m. to 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Nebraska Brewing Company to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to serve alcohol at 6940-6954 S 108th Street on October 18, 2015.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

APPLICATION FOR SPECIAL DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/

--

DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

105931

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Nebraska Brewing Company

ADDRESS: 6946 S. 108th Street

CITY La Vista ZIP 68128

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Brooke Valley 14

ADDRESS: 6940 - 6954 S. 108th Street CITY La Vista

ZIP 68128 COUNTY and COUNTY # Sarpy 59

a. Is this location within the city/village limits? YES NO

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives? YES NO

c. Is this location within 300' of any university or college campus? YES NO

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date 10/18/15	Date <u>Hours</u> From 1200	Date <u>Hours</u> From	Date <u>Hours</u> From	Date <u>Hours</u> From	Date <u>Hours</u> From
To 1800	To	To	To	To	To

a. Alternate date: _____

b. Alternate location: _____

(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

Dance Reception Fund Raiser Beer Garden Sampling/Tasting
 Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET _____ x _____
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET 300 x 65

***SKETCH OF OUTDOOR AREA (or attach copy of sketch)**

If outdoor area, how will premises be enclosed?

Fence; snow fence chain link cattle panel other perimeter marked with caution tape affixed to temporary posts _____

Tent

8. How many attendees do you expect at event? 200

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

All attendees will be wristbanded after providing legal proof of age

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler

Retailer

Both

BYO

(includes wineries)

12. Will there be any games of chance operating during the event? YES NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Kim Kavulak

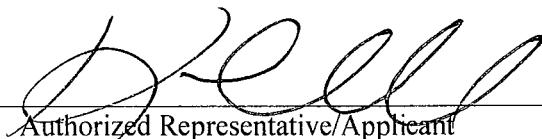
Signature of Event Supervisor _____

Phone of Event Supervisor: Before 4026304023 During 4026304023

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here



Authorized Representative/Applicant

Vice President 9/10/15

Title

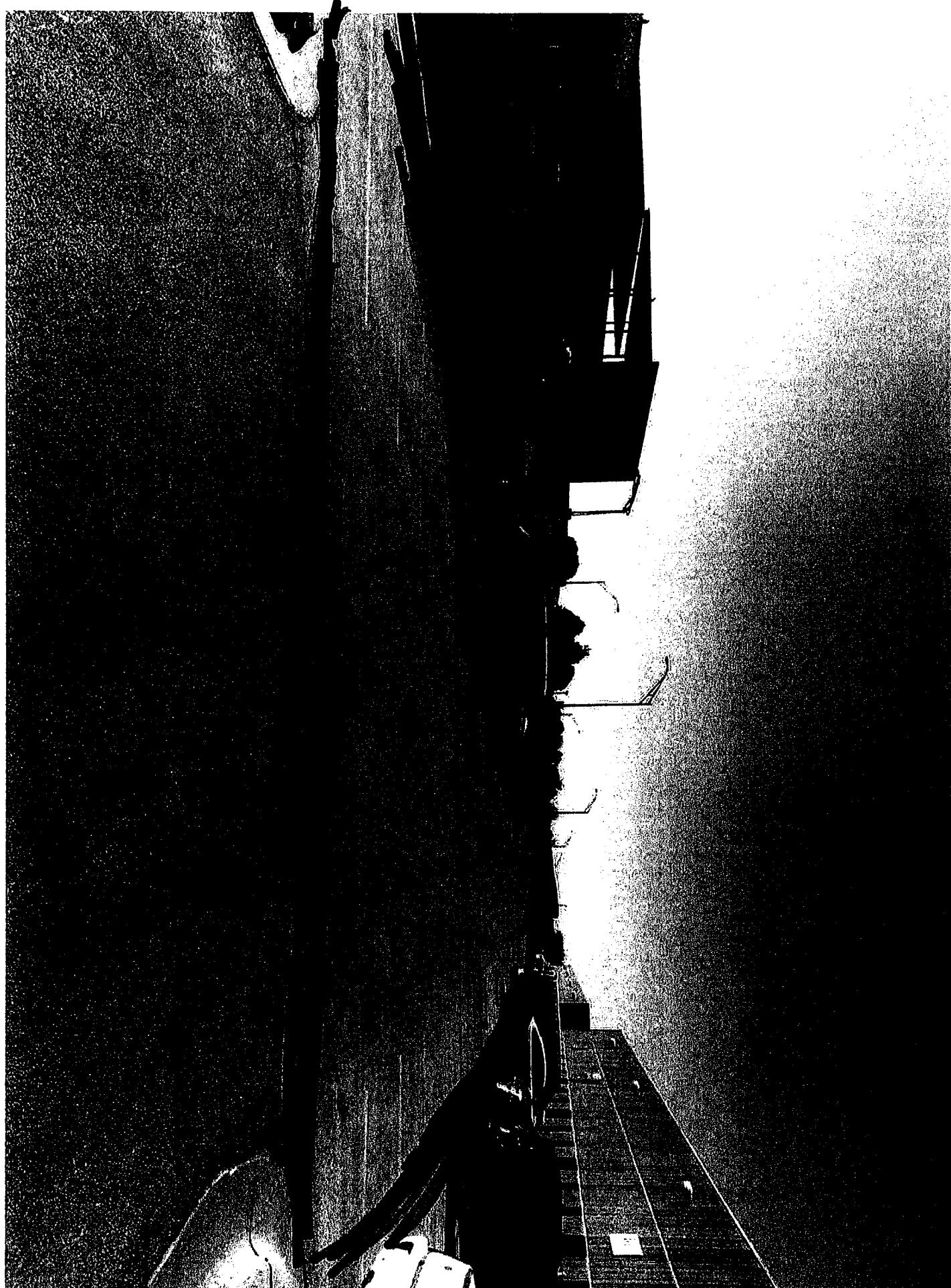
Date

Kim Kavulak

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.



A-11

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1 Bank of Nebraska (600-873)									
		46406			Payroll Check				
Thru		46407			Gap in Checks				
		118881							
118882	9/02/2015	1270	PREMIER-MIDWEST BEVERAGE CO		238.60		**MANUAL**		
118883	9/02/2015	1194	QUALITY BRANDS OF OMAHA		284.30		**MANUAL**		
118884	9/02/2015	1840	NE DEPT OF MOTOR VEHICLE-94789		6.60		**MANUAL**		
118885	9/02/2015	1840	NE DEPT OF MOTOR VEHICLE-94789		6.60		**MANUAL**		
118886	9/02/2015	277	THEATRICAL MEDIA SERVICES INC		38,747.00		**MANUAL**		
118887	9/02/2015	4326	MIDWEST RIGHT OF WAY SVCS INC		2,331.90		**MANUAL**		
118888	9/02/2015	231	LEAGUE OF NEBRASKA MUNICIPA-		39,769.00		**MANUAL**		
118889	9/02/2015	3739	FELSBURG HOLT & ULLEVIG		523.70		**MANUAL**		
118890	9/02/2015	336	H & S CONTRACTING INC		51,850.00		**MANUAL**		
118891	9/02/2015	2705	ANDERSON EXCAVATING COMPANY		163,929.60		**MANUAL**		
118892	9/02/2015	166	MIDWEST EXCAVATING SVCS LLC		2,750.00		**MANUAL**		
118893	9/02/2015	147	CHRIS MADDEN		4,769.61		**MANUAL**		
118894	9/02/2015	3604	SARPY COUNTY PUBLIC WORKS		11,223.92		**MANUAL**		
118895	9/08/2015	1256	FIRST NATIONAL BANK FREMONT		30,972.50		**MANUAL**		
118896	9/08/2015	871	STOPAK, SCOTT		378.00		**MANUAL**		
118897	9/08/2015	2930	REPUBLIC NATIONAL DISTR CO LLC		135.00		**MANUAL**		
118898	9/09/2015	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		116.00		**MANUAL**		
118899	9/09/2015	4867	VAN RU CREDIT CORPORATION		41.78		**MANUAL**		
118900	9/15/2015	3983	ABE'S PORTABLES INC		392.48				
118901	9/15/2015	4332	ACCO UNLIMITED CORP		998.15				
118902	9/15/2015	762	ACTION BATTERIES UNLTD INC		17.70				
118903	9/15/2015	571	ALAMAR UNIFORMS		176.71				
118904	9/15/2015	2661	AMERICAN LIBRARY ASSOCIATION		8.10				
118905	9/15/2015	557	APWA-AMER PUBLIC WORKS ASSN		50.00				
118906	9/15/2015	188	ASPHALT & CONCRETE MATERIALS		145.47				
118907	9/15/2015	201	BAKER & TAYLOR BOOKS		1,938.71				
118908	9/15/2015	4781	BISHOP BUSINESS EQUIPMENT		.00	**CLEARED** **VOIDED**			
118909	9/15/2015	4781	BISHOP BUSINESS EQUIPMENT		2,068.88				
118910	9/15/2015	196	BLACK HILLS ENERGY		22.54				
118911	9/15/2015	4711	BOMA/OMAHA		22.00				
118912	9/15/2015	1242	BRENTWOOD AUTO WASH		7.00				
118913	9/15/2015	1809	BROWNELLS INC		320.47				
118914	9/15/2015	76	BUILDERS SUPPLY CO INC		21.05				
118915	9/15/2015	3805	CABELA'S		39.99				
118916	9/15/2015	4058	CALENTINE, JEFFREY		497.00				
118917	9/15/2015	2625	CARDMEMBER SERVICE-ELAN		.00	**CLEARED** **VOIDED**			
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118921	9/15/2015	2625	CARDMEMBER SERVICE-ELAN		.00	**CLEARED** **VOIDED**			
118922	9/15/2015	2625	CARDMEMBER SERVICE-ELAN		16,341.10				
118923	9/15/2015	219	CENTURY LINK		132.43				
118924	9/15/2015	2540	CENTURY LINK BUSN SVCS		67.84				
118925	9/15/2015	152	CITY OF OMAHA		143,544.89				

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118926	9/15/2015	301	CITY OF PAPILLION	134,335.00			
118927	9/15/2015	1504	CITY OF PAPILLION PARKS/RECR	40.00			
118928	9/15/2015	4789	COLIBRI SYSTEMS NORTH AMER INC	825.00			
118929	9/15/2015	468	CONTROL MASTERS INCORPORATED	1,785.00			
118930	9/15/2015	2158	COX COMMUNICATIONS	143.00			
118931	9/15/2015	4013	D & B SALVAGE	655.00			
118932	9/15/2015	4981	DATASHIELD CORPORATION	11.40			
118933	9/15/2015	3132	DEARBORN NATIONAL LIFE INS CO	4,089.83			
118934	9/15/2015	77	DIAMOND VOGEL PAINTS	165.45			
118935	9/15/2015	2149	DOUGLAS COUNTY SHERIFF'S OFC	25.00			
118936	9/15/2015	2388	EXCHANGE BANK	1,036.79			
118937	9/15/2015	3460	FEDEX	49.13			
118938	9/15/2015	1235	FEDEX KINKO'S	11.69			
118939	9/15/2015	1245	FILTER CARE	206.35			
118940	9/15/2015	142	FITZGERALD SCHORR BARMETTLER	37,613.70			
118941	9/15/2015	324	FOREMOST PROMOTIONS	258.82			
118942	9/15/2015	1344	GALE	163.43			
118943	9/15/2015	4644	GARROD, MANDY	193.00			
118944	9/15/2015	53	GCR TIRES & SERVICE	138.30			
118945	9/15/2015	3656	GENERAL FIRE & SAFETY EQUIP CO	220.00			
118946	9/15/2015	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
118947	9/15/2015	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
118948	9/15/2015	966	GENUINE PARTS COMPANY-OMAHA	1,717.53			
118949	9/15/2015	3885	GROSSENBACHER BROTHERS INC	285.95			
118950	9/15/2015	4830	GT DISTRIBUTORS INC - AUSTIN	1,204.50			
118951	9/15/2015	3564	GUEST SERVICES	300.48			
118952	9/15/2015	1624	GUNN, BRENDA	414.00			
118953	9/15/2015	426	HANEY SHOE STORE	300.00			
118954	9/15/2015	387	HARM'S CONCRETE INC	224.00			
118955	9/15/2015	2407	HEIMES CORPORATION	366.61			
118956	9/15/2015	2888	HOME DEPOT CREDIT SERVICES	127.06			
118957	9/15/2015	1496	HOPE HEALTH/IHAC	176.76			
118958	9/15/2015	4151	HUNDEN STRATEGIC PARTNERS	9,809.00			
118959	9/15/2015	1612	HY-VEE INC	174.00			
118960	9/15/2015	2323	INGRAM LIBRARY SERVICES	1,578.98			
118961	9/15/2015	3646	INTERNATIONAL CODE COUNCIL INC	600.00			
118962	9/15/2015	4851	J & J SMALL ENGINE SERVICE	95.40			
118963	9/15/2015	100	JOHNSTONE SUPPLY CO	49.52			
118964	9/15/2015	329	COLE W KIZER	40.00			
118965	9/15/2015	3198	LEAGUE OF NEBR MUNICIPALITIES	1,532.00			
118966	9/15/2015	1573	LOGAN CONTRACTORS SUPPLY	506.51			
118967	9/15/2015	2664	LOU'S SPORTING GOODS	151.40			
118968	9/15/2015	544	MAPA-METRO AREA PLANNING AGNCY	40.00			
118969	9/15/2015	193	CATHERINE DEMES MAYDEW	130.00			
118970	9/15/2015	4943	MENARDS-RALSTON	197.14			
118971	9/15/2015	153	METRO AREA TRANSIT	517.00			
118972	9/15/2015	872	METROPOLITAN COMMUNITY COLLEGE	17,071.28			
118973	9/15/2015	553	METROPOLITAN UTILITIES DIST.	4,813.44			
118974	9/15/2015	1306	MIDWEST PLASTICS INCORPORATED	48.27			
118975	9/15/2015	331	MILLARD ROOFING & GUTTER	1,582.64			
118976	9/15/2015	4085	MNJ TECHNOLOGIES	2,480.00			
118977	9/15/2015	4364	NACR INCORPORATED	2,240.00			
118978	9/15/2015	148	NE DEPT OF REVENUE-FORM 94	25.00			

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118979	9/15/2015	911	NEBRASKA AIR FILTER INC			41.64			
118980	9/15/2015	2529	NEBRASKA SOFTBALL ASSN DIST#10			1,180.00			
118981	9/15/2015	593	NEFF TOWING INC			110.00			
118982	9/15/2015	4626	NORTON, JODI			177.22			
118983	9/15/2015	179	NUTS AND BOLTS INCORPORATED			48.15			
118984	9/15/2015	1831	O'REILLY AUTOMOTIVE STORES INC			188.83			
118985	9/15/2015	1014	OFFICE DEPOT INC			.00	**CLEARED**	**VOIDED**	
118986	9/15/2015	1014	OFFICE DEPOT INC			.00	**CLEARED**	**VOIDED**	
118987	9/15/2015	1014	OFFICE DEPOT INC			.00	**CLEARED**	**VOIDED**	
118988	9/15/2015	1014	OFFICE DEPOT INC			.00	**CLEARED**	**VOIDED**	
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118990	9/15/2015	1014	OFFICE DEPOT INC			.00	**CLEARED**	**VOIDED**	
118991	9/15/2015	1014	OFFICE DEPOT INC			893.43			
118992	9/15/2015	2799	OFFUTT YOUTH CENTER			1,152.00			
118993	9/15/2015	195	OMAHA PUBLIC POWER DISTRICT			.00	**CLEARED**	**VOIDED**	
118994	9/15/2015	195	OMAHA PUBLIC POWER DISTRICT			.00	**CLEARED**	**VOIDED**	
118995	9/15/2015	195	OMAHA PUBLIC POWER DISTRICT			55,777.84			
118996	9/15/2015	291	OMAHA WINWATER WORKS			740.15			
118997	9/15/2015	167	OMNI			235.87			
118998	9/15/2015	3039	PAPILLION SANITATION			937.83			
118999	9/15/2015	2686	PARAMOUNT LINEN & UNIFORM			322.96			
119000	9/15/2015	4654	PAYFLEX SYSTEMS USA INC			250.00			
119001	9/15/2015	1769	PAYLESS OFFICE PRODUCTS INC			151.44			
119002	9/15/2015	330	MIA C PEARSON			40.00			
119003	9/15/2015	4037	PERFORMANCE FORD			69.00			
119004	9/15/2015	1784	PLAINS EQUIPMENT GROUP			1,045.31			
119005	9/15/2015	1030	POKORNY, KEVIN L			193.00			
119006	9/15/2015	172	Q P ACE HARDWARE			.00	**CLEARED**	**VOIDED**	
119007	9/15/2015	172	Q P ACE HARDWARE			.00	**CLEARED**	**VOIDED**	
119008	9/15/2015	172	Q P ACE HARDWARE			.00	**CLEARED**	**VOIDED**	
119009	9/15/2015	172	Q P ACE HARDWARE			.00	**CLEARED**	**VOIDED**	
119010	9/15/2015	172	Q P ACE HARDWARE			1,033.78			
119011	9/15/2015	427	RAMIREZ, RITA M			497.00			
119012	9/15/2015	191	READY MIXED CONCRETE COMPANY			3,342.54			
119013	9/15/2015	393	REDFIELD & COMPANY			149.49			
119014	9/15/2015	2930	REPUBLIC NATIONAL DISTR CO LLC			164.01			
119015	9/15/2015	2837	RUHGE, RANDY			57.00			
119016	9/15/2015	1034	SCHEMMER ASSOCIATES INC			3,206.25			
119017	9/15/2015	4045	SHRM-SOCIETY FOR HUMAN			190.00			
119018	9/15/2015	1864	SINNETT, JEFF			720.70			
119019	9/15/2015	437	SOUTHEAST LIBRARY SYSTEM			315.00			
119020	9/15/2015	3838	SPRINT			643.00			
119021	9/15/2015	264	TED'S MOWER SALES & SERVICE			76.95			
119022	9/15/2015	961	TIELKE'S SANDWICHES			82.47			
119023	9/15/2015	4601	TIGHTON FASTENER & SUPPLY INC			43.13			
119024	9/15/2015	161	TRACTOR SUPPLY CREDIT PLAN			314.89			
119025	9/15/2015	3012	TRAFFIC & TRANSPORTATION PRODS			5,533.11			
119026	9/15/2015	3349	TRI-TECH INCORPORATED			135.60			
119027	9/15/2015	4979	UNITE PRIVATE NETWORKS LLC			3,850.00			
119028	9/15/2015	2426	UNITED PARCEL SERVICE			10.88			
119029	9/15/2015	300	UTILITY EQUIPMENT COMPANY			38.23			
119030	9/15/2015	4480	VAL VERDE ANIMAL HOSPITAL INC			174.33			
119031	9/15/2015	2337	VALUATION SERVICES			15,750.00			

APCHCKRP
10.30.14

Thu Sep 10, 2015 4:43 PM

City of Lavista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 4

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
119032	9/15/2015	766 VIERREGGER ELECTRIC COMPANY	3,910.00			
119033	9/15/2015	1594 VOGEL TRAFFIC SERVICES	6,474.00			
119034	9/15/2015	968 WICK'S STERLING TRUCKS INC	16.90			
2194001	Payroll Checks					
Thru 2212201						
1260263	9/11/2015	5017 EFTPS (Federal Payroll Taxes)	70,703.08			**E-PAY**
1260264	9/11/2015	5018 STATE TAX WITHHOLDING	10,389.58			**E-PAY**
1260265	9/11/2015	5019 ICMA PAYROLL (Pension)	34,546.20			**E-PAY**
1260266	9/11/2015	5020 NE CHILD SUPPORT CENTER	966.08			**E-PAY**
1260267	9/11/2015	5023 LFOP DUES	1,300.00			**E-PAY**
1260268	9/11/2015	5024 POLICE INSURANCE	261.89			**E-PAY**
1260269	9/11/2015	5025 529 CSP (College Savings Plan)	50.00			**E-PAY**
1260270	9/15/2015	3105 MARCO INCORPORATED	185.50			**E-PAY**
1260271	9/15/2015	3105 MARCO INCORPORATED	159.00			**E-PAY**
		BANK TOTAL	974,496.24			
		OUTSTANDING	974,496.24			
		CLEARED	.00			
		VOIDED	.00			
FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED	
01	GENERAL FUND	433,619.77	433,619.77	.00	.00	
02	SEWER FUND	165,470.68	165,470.68	.00	.00	
04	BOND(S) DEBT SERVICE FUND	55,845.50	55,845.50	.00	.00	
05	CONSTRUCTION	277,836.13	277,836.13	.00	.00	
08	LOTTERY FUND	14,688.57	14,688.57	.00	.00	
09	GOLF COURSE FUND	6,005.56	6,005.56	.00	.00	
15	OFF-STREET PARKING	2,948.13	2,948.13	.00	.00	
16	REDEVELOPMENT	18,081.90	18,081.90	.00	.00	
		REPORT TOTAL	974,496.24			
		OUTSTANDING	974,496.24			
		CLEARED	.00			
		VOIDED	.00			
		+ Gross Payroll 09/11/15	385,275.66			
		- ACH Payments (PR)	<u>118,216.83</u>			
		GRAND TOTAL	<u>\$1,241,555.07</u>			

APPROVED BY COUNCIL MEMBERS 09/15/15

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2015 AGENDA

Subject:	Type:	Submitted By:
STREET RENAMING – PART OF WESTPORT PARKWAY (N OF WEST GILES ROAD TO SOUTHPORT PARKWAY) TO “SOUTH 125 TH STREET”; SOUTHPORT WEST SUBDIVISION	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to consider a request to rename Westport Parkway, north from West Giles Road to Southport Parkway, to “South 125th Street.”

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and an ordinance prepared to consider a request to rename Westport Parkway, north from West Giles Road to Southport Parkway in the Southport West subdivision, to “South 125th Street”. This request was originated by Robert Lausten, Police Chief/Director of Public Safety. The renaming is intended to resolve confusion caused by two different intersections which are currently identified as Westport Parkway and West Giles Road. The proposed change to “South 125th Street” was routed for comments to the City Engineer, the Public Works Department, Sarpy County 911 and the Police Department. No negative comments have been received to date.

Section 16-609 of the Revised Statutes of Nebraska indicates that the City Council has the power to rename streets. Notices of the request and the date of the City Council hearing were sent to the abutting property owners. No comments from abutting owners have been received to date. Staff recommends approval of the request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO CHANGE THE NAME OF A PORTION OF WESTPORT PARKWAY (FROM WEST GILES ROAD NORTH TO SOUTHPORT PARKWAY), LOCATED IN THE SOUTHPORT WEST SUBDIVISION, TO SOUTH 125TH STREET; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Section 1. Street Name Change. The name of a portion of Westport Parkway (from West Giles Road north to Southport Parkway), originally established on the Southport West final plat, is hereby changed to South 125th Street.

Section 2. Effective Date. This ordinance shall be in full force and effect upon the date of passage, approval and publication as provided by law.

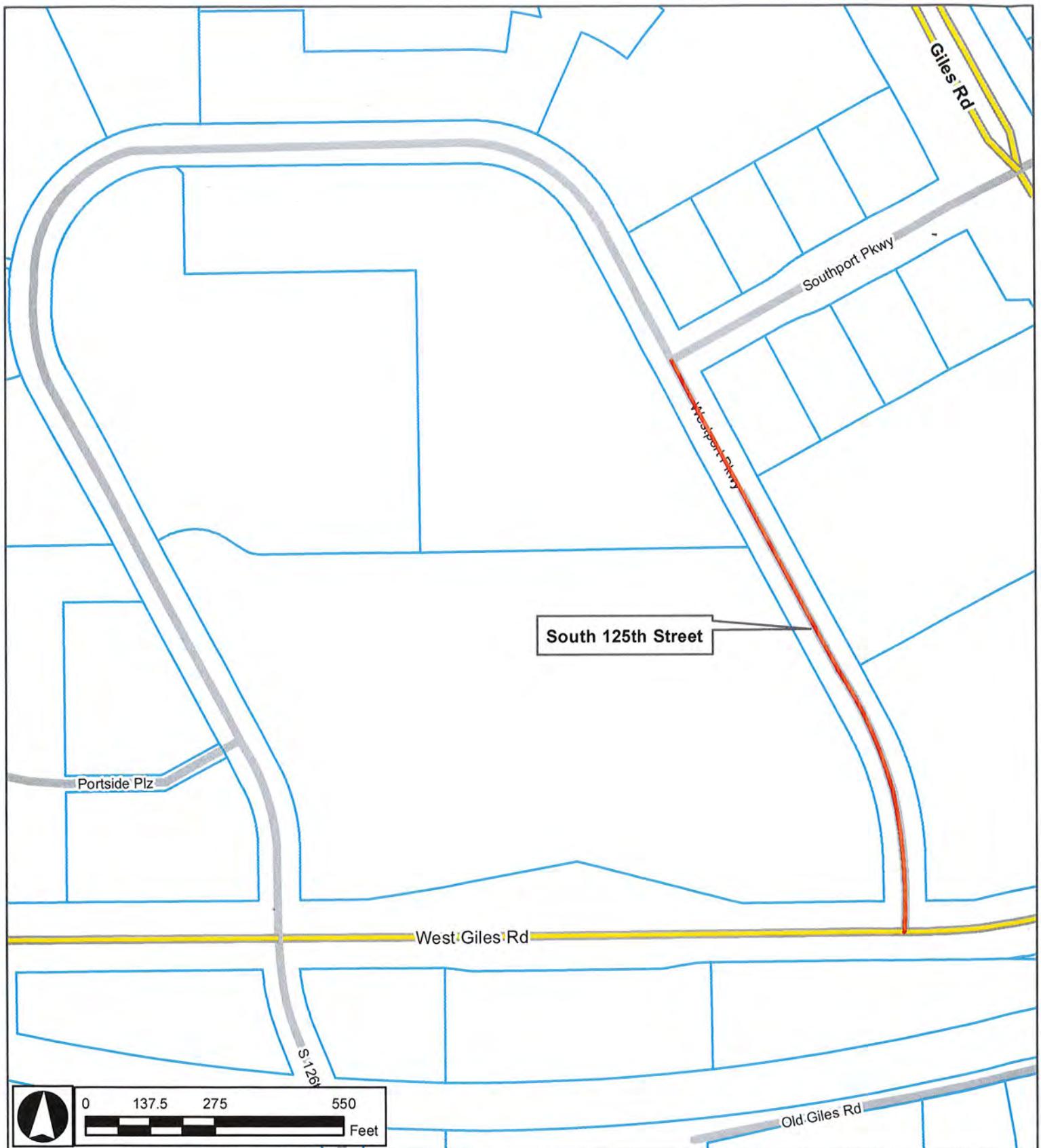
PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER, 2015.

CITY OF LA VISTA

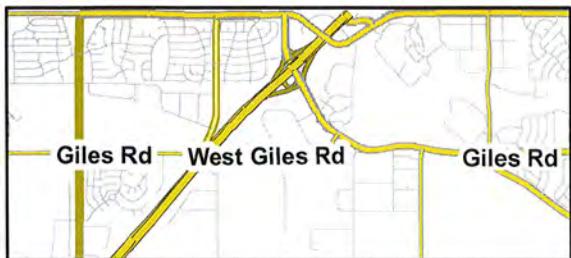
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Portion Renamed to S 125th Street



Westport Parkway Street Renaming

September 1, 2015
CAS



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2015 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR CONDITIONAL USE PERMIT & FINAL PUD PLAN – LOT 2, MAYFAIR 2 ND ADDITION REPLAT FIVE (SW OF BRENTWOOD DRIVE & 97 TH PLAZA)	◆RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and resolutions prepared for a conditional use permit and a Final PUD Plan for a continuing care retirement community on approximately 6.29 acres located southwest of Brentwood Drive and 97th Plaza.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider a conditional use permit (CUP) and the Final PUD Plan applications submitted by Nelson Construction & Development on behalf of the property owner, L & B Properties, LLC, for approximately 6.29 acres platted as Lot 2, Mayfair 2nd Addition Replat Five. The project is located on the southwest corner of Brentwood Drive and 97th Plaza.

The City Council held a public hearing on June 16, 2015 and approved an amendment to the Future Land Use Map of the Comprehensive Plan from Commercial to High Density Residential; and a Zoning Map Amendment from C-1, Shopping Center Commercial, with the Gateway Corridor District (Overlay District) to R-3 PUD, High Density Residential Planned Unit Development, with the Gateway Corridor District (Overlay District). The Planning Commission held a public hearing on July 16, 2015 and recommended approval of a Preliminary PUD Site Plan to City Council. The City Council held a public hearing on August 18, 2015 and approved of the Preliminary PUD Site Plan. The Planning Commission held a public hearing on August 20, 2015 and unanimously recommended approval of a Conditional Use Permit to City Council.

The applicant proposes to construct and operate a continuing care retirement community, with 25 units (31 beds) for independent living, 50 units (62 beds) for assisted living, and 24 units (28 beds) for memory care. The project also includes indoor and outdoor common areas.

A detailed staff report is attached.

The Planning Commission held a public hearing on August 20, 2015 and unanimously recommended approval of a Conditional Use Permit to City Council (the Final PUD Plan does not go to the Planning Commission if it is consistent with the Preliminary PUD Plan as approved by the City Council).

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 NELSON CONSTRUCTION & DEVELOPMENT TO ALLOW FOR A CONTINUING CARE RETIREMENT COMMUNITY ON LOT 2, MAYFAIR 2ND ADDITION REPLAT FIVE.

WHEREAS, Nelson Construction & Development has applied for a conditional use permit for to allow for a continuing care retirement community on Lot 2, Mayfair 2nd Addition Replat Five, located southwest of Brentwood Drive and 97th Plaza; 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 Nelson Construction & Development to allow for a continuing care retirement community on Lot 2, Mayfair 2nd Addition Replat Five.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER, 2015.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOT 2, MAYFAIR 2ND ADDITION REPLAT FIVE, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 16, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a final planned unit development plan for Lot 2, Mayfair 2nd Addition Replat Five; and

WHEREAS, the City Planner and the City Engineer have reviewed the final planned unit development plan; and

WHEREAS, the final planned unit development plan is consistent with the preliminary planned unit development plan approved by the City Council on August 18, 2015.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final Planned Unit Development (PUD) plan for Lot 2, Mayfair 2nd Addition Replat Five, located in the SE 1/4 of Section 16, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located southwest of Brentwood Drive and 97th Plaza be, and hereby is, approved.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2015-CUP-05
2015-PUD-02

FOR HEARING OF: September 15, 2015
Report Prepared on September 1, 2015

I. GENERAL INFORMATION

- A. APPLICANT:** Nelson Construction & Development
- B. PROPERTY OWNER:** L & B Properties, LLC
- C. LOCATION:** Southwest corner of Brentwood Drive and South 97th Plaza
- D. LEGAL DESCRIPTION:** Lot 2, Mayfair 2nd Addition Replat Five
- E. REQUESTED ACTION(S):** Final PUD Site Plan approval and Conditional Use Permit approval for a continuing care retirement community.
- F. EXISTING ZONING AND LAND USE:**
R-3 PUD; Multi-Family Residential with a Planned Unit Development (PUD) overlay and Gateway Corridor District (Overlay District); vacant.
- G. PROPOSED USES:** The Final PUD Site Plan and Conditional Use Permit (CUP) will allow the applicant to operate a continuing care retirement community on the property that includes independent living, assisted living, and memory care.
- H. SIZE OF SITE:** 6.29 acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** Lot is currently vacant. The property has a drastic slope away from the adjoining streets on the north and down to a relatively flat area with a gradual slope to the south that covers the majority of the lot.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 - 1. **North:** Single family neighborhood; R-1 Single Family Residential District
 - 2. **East:** Commercial strip center (Mama's Pizza); C-1 Shopping Center Commercial District and Gateway Corridor District (Overlay District)

3. **South:** Primrose School of La Vista; C-1 Shopping Center Commercial District and Gateway Corridor District (Overlay District)
4. **West:** Lot 11A, Mayfair 2nd Addition Replat One (Vacant); C-1 Shopping Center Commercial District and Gateway Corridor District (Overlay District)

C. RELEVANT CASE HISTORY:

1. The City Council held a public hearing on June 16, 2015 and unanimously approved of an amendment to the Future Land Use Map of the Comprehensive Plan from Commercial to High Density Residential; and a Zoning Map Amendment from C-1, Shopping Center Commercial, with the Gateway Corridor District (Overlay District) to R-3 PUD, High Density Residential Planned Unit Development, with the Gateway Corridor District (Overlay District).
2. The Planning Commission held a public hearing on July 16, 2015 and unanimously recommended approval of a Preliminary PUD Site Plan to City Council.
3. The City Council held a public hearing on August 18, 2015 and unanimously approved of the Preliminary PUD Site Plan.
4. The Planning Commission held a public hearing on August 20, 2015 and unanimously recommended approval of a Conditional Use Permit to City Council.

D. APPLICABLE REGULATIONS:

1. Section 5.08 of the Zoning Regulations – R-3 High Density Residential District
2. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
3. Section 5.15 of the Zoning Regulations – Planned Unit Development District
4. Article 6 of the Zoning Regulations – Conditional Use Permits

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan currently designates this property for High Density Residential.
2. The proposed project will meet Action Strategy #12 of the Housing and Residential Areas category of the Community Goals, Policies and Action Strategies Chapter of the Comprehensive Plan, which states:

Encourage the development of additional owner and renter occupied housing types, including single family, multiple family for low- to moderate income families, persons with disabilities and the elderly, to meet existing and future needs of

all La Vista residents. Emphasis on owner occupied housing development is the preferred choice of the community and its residents.

La Vista has only one nursing care and assisted living facility. The proposal would provide an additional option for residents.

B. OTHER PLANS: N/A

C. TRAFFIC AND ACCESS:

1. Access will be from proposed egress / ingress to Brentwood Street and South 97th Plaza. The traffic impacts from a high-density residential use are expected to be less intensive than most commercial uses.

D. UTILITIES: All utilities are available to the site.

E. PARKING REQUIREMENTS: The parking stall requirements, as per the Zoning Ordinance for the proposed use are:

• Independent Living -	31 Stalls (1 Per Bedroom)
• Assisted Living -	50 Stalls (1 Per Unit)
• Memory Care -	10 Stalls (1 Per 3 Beds)
• <u>Employee -</u>	<u>25 Stalls (1 Per Employee)</u>
• Total	116 Stalls (5 Accessible)

The developer has submitted a letter requesting a reduction in the parking stall counts required for the proposed use based on recent development as well as historical data from the operating history of similar projects.

Staff has reviewed this letter and approves of the proposed stall count of 92 stalls (4 accessible) based on the developer's experience with parking demand for these uses. If parking issues arise, it appears as though space for additional parking stalls is available along the southern lot line if necessary. Overflow parking is not allowed on Brentwood Drive or 97th Plaza.

The Preliminary PUD Site Plan that was approved by City Council allows for this reduction in required parking.

F. LANDSCAPING: The property is within the Gateway Corridor Overlay District – Sub Area Secondary Overlay and is subject to design review. Also, an existing permanent 30-foot wide landscape buffer easement lies along the northern edge of the Mayfair commercial area. This easement is depicted in the northwest corner of the property on the CUP Site Plan map.

A landscaping plan has been reviewed and approved by the Design Review Architect. A copy of this plan is included as an exhibit to the Conditional Use Permit.

IV. REVIEW COMMENTS:

1. As the subject property is within the Gateway Corridor District and is subject to the Architectural and Site Design Guidelines for the Mayfair Commons Development, any development on the property will need to go through the City's building and site design approval process. The development has received approval by the Design Review Architect. The resulting building design documentation has been included within the CUP as an exhibit.

V. STAFF RECOMMENDATION – FINAL PUD SITE PLAN:

Staff recommends approval of the Final PUD Site Plan.

VI. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Staff recommends approval of the Conditional Use Permit, contingent on legal review and approval of proposed changes to the CUP.

VII. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

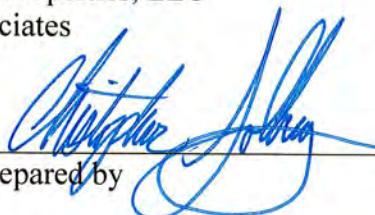
The Planning Commission held a public hearing on August 20, 2015 and unanimously recommended approval of the Conditional Use Permit contingent on the finalization of the landscaping plan prior to City Council review of the Conditional Use Permit.

VIII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. City Engineer review letter
3. Final PUD Site Plan
4. Conditional Use Permit with exhibits

IX. COPIES OF REPORT TO:

1. Ryan Young, Nelson Construction & Development
2. Douglas L. Lash, L & B Properties, LLC
3. Scott Hunt, Olsson Associates
4. Public Upon Request



Prepared by

Community Development Director

Date



June 9, 2015

Mr. Christopher Solberg
City Planner
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Conditional Use Permit, Preliminary PUD & Final PUD – Initial Review
Good Neighbor Senior Living Facility
Lot 2, Mayfair 2nd Addition Replat Five

Chris:

I have reviewed the documents that you provided to me for the above-referenced applications in your transmittal requesting comments by June 16, 2015. Based on the elements set forth in Sections 6.05 and 5.15 of the Zoning Regulations, I have the following comments:

Conditional Use Permit

1. In regards to Article 6.05.03, I find no impact to the "orderly development of surrounding property" subject to consideration of a pedestrian connection along the southerly edge of the site for connection to the vacant property to the west and reservation of a right for a vehicular ingress/egress easement at the northwest corner of the site to benefit Lot 11A, Mayfair 2nd Addition, Replat 1 if future development plans on that parcel indicate that such access would be appropriate.
2. In regards to Articles 6.05.05 and 6.05.10, concerning traffic congestion, the proposed use of 99 living units for various levels of senior living will have less traffic impact than the previous commercial zoning of the property. For that reason, I do not find that a traffic impact study is necessary. Further, the City recently conducted a traffic signal study on 96th Street which showed that warrants are just barely met for a signal at 96th and Brentwood. This project would provide some additional traffic to further justify the signal. A CIP request has already been made based on the signal study to program a signal

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La Vista, NE 68128-2198
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Community Development
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f: 402-331-4375

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

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

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

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

Public 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

at that intersection. The width of paving in Brentwood Drive is sufficient to stripe a left-turn bay into the proposed entrance onto Brentwood at the northwest corner of the site. I do recommend that the proposed access on Brentwood Drive be offset as much as possible from the intersection of Brentwood and 97th Circle.

3. In regards to Article 6.05.09 there needs to be significant landscaping of a buffer to residential lots to the north. A 30 feet wide landscape buffer easement was recorded over the 30 feet of the property directly abutting the single family lot in the northwest corner of the site. A copy of the easement should be obtained and reviewed for any details that may be applicable. Moving the driveway as noted above in Item 2 would provide additional buffering space.

Preliminary PUD

4. In regards to Article 5.15.04.01, did the applicant provide a construction schedule?
5. In regards to Article 5.25.04.02, there are not any additional public improvements required. However, I recommend that the applicant be provided with a copy of the executed subdivision agreement for Mayfair 2nd Addition Replat Five with exhibits. There are shared private infrastructure improvements that were to benefit this property. In particular, this was the storm sewer system built up to the southwest corner of the site.
6. In regards to Article 5.15.04.03 the proposed access drive at the northwest corner of the site should be paved with 7-inch thick Portland cement concrete pavement down to the north line of the proposed parking garage. See Comment 1 above for further discussion supporting this recommendation. Also, the proposed access drive onto 97th Plaza is shown with a proposed grade in excess of 8 percent. This seems excessive especially in view of the type of users of this facility. I recommend that options be explored. Significant retaining walls are also proposed.
7. In regards to Article 5.15.04.06 I recommend that a sidewalk for pedestrian access across the south edge of the site connecting 97th Plaza to the undeveloped property to the west be included in the plan. Also, in regards to this item, please refer to Comment 2 above concerning relocation of the proposed access at the northwest corner of the site.
8. In regards to Article 5.15.04.07, the applicant needs to justify the reduction in quantity of garage parking stalls below that required by Article 7.05.08 of the zoning regulations which is 0.5 stalls per unit.
9. In regards to Article 5.15.04.14, the requirement for shared accesses onto a collector street, if this used is considered a commercial activity, is fulfilled if an easement reservation is provided over the access proposed at the northwest corner of the site onto Brentwood Drive.
10. I assume that Articles 5.15.04.18 through 5.15.04.21 will be addressed by other City staff more qualified to comment on those items.
11. In regards to Article 5.15.05.02.04, a pedestrian sidewalk is shown along 97th Plaza but both connectors into the site have proposed steps shown. At least one of these needs to be an ADA accessible access.
12. In regards to Article 5.15.05.02.07, the applicant needs to advise if the project is going to be phased and identify boundaries of each phase is applicable.

13. In regards to Article 5.15.05.04, the plan shows a proposed storm and sanitary sewer layout which are conceptually satisfactory. The applicant should be aware that making the sanitary sewer connection across the existing storm sewer in 97th Plaza will be difficult due the relative elevations of each of the sewer lines. Also, the storm sewer plan needs to show a connection to the existing storm sewer that was stubbed out to the south line of this lot. Refer to the subdivision agreement and exhibits for more information. A copy of the drainage study and storm sewer plan can be provided.

14. In regards to Article 5.15.05.05, please include the lot dimensions on Sheet C1.0.

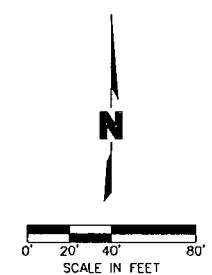
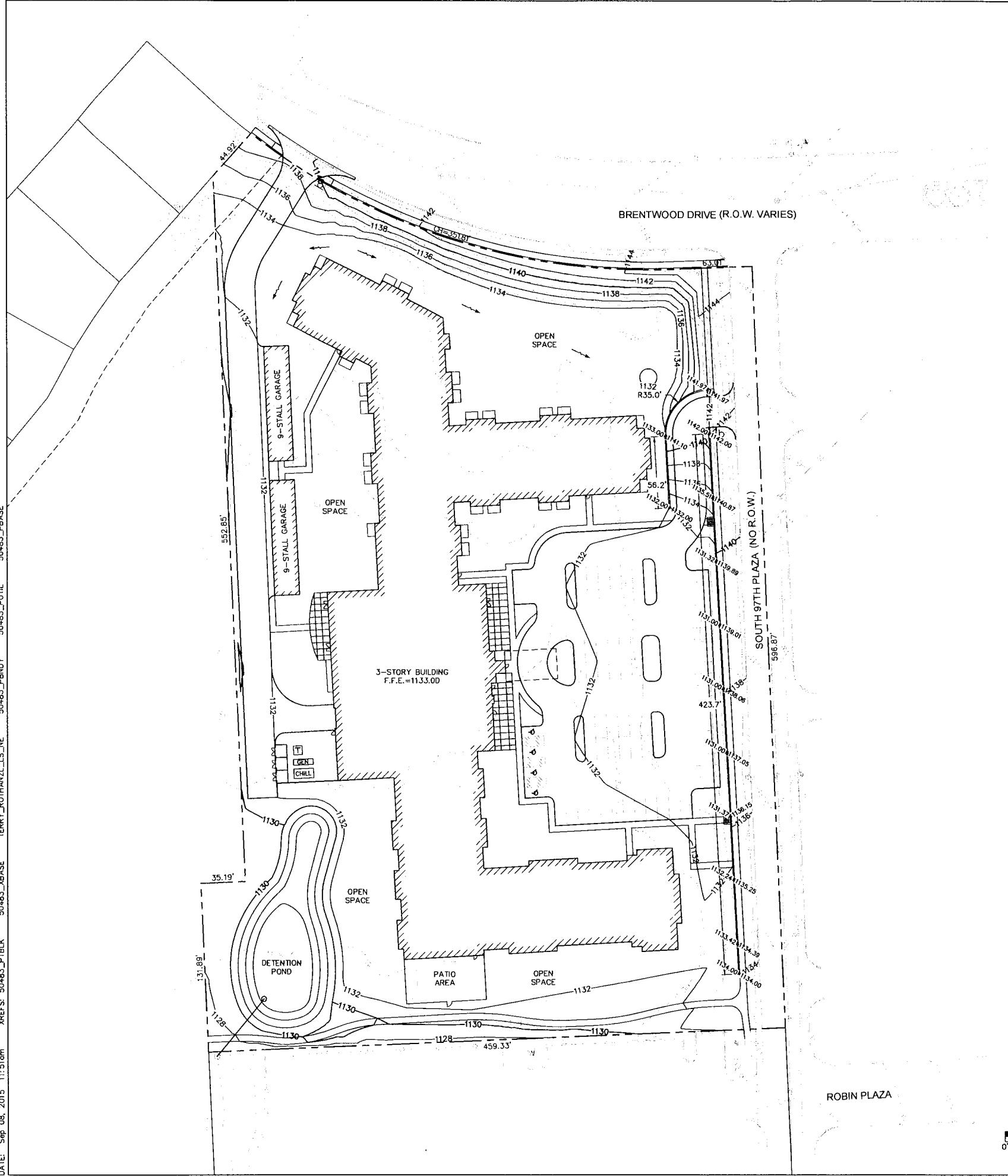
Final PUD

15. In regards to Article 5.15.06.01.01, a final plat is not required. However, a final site plan addressing the comments made in the foregoing items will be needed.

Please contact me if you have questions about my comments. Please submit revised materials to me for additional review.



John M. Kottmann, City Engineer

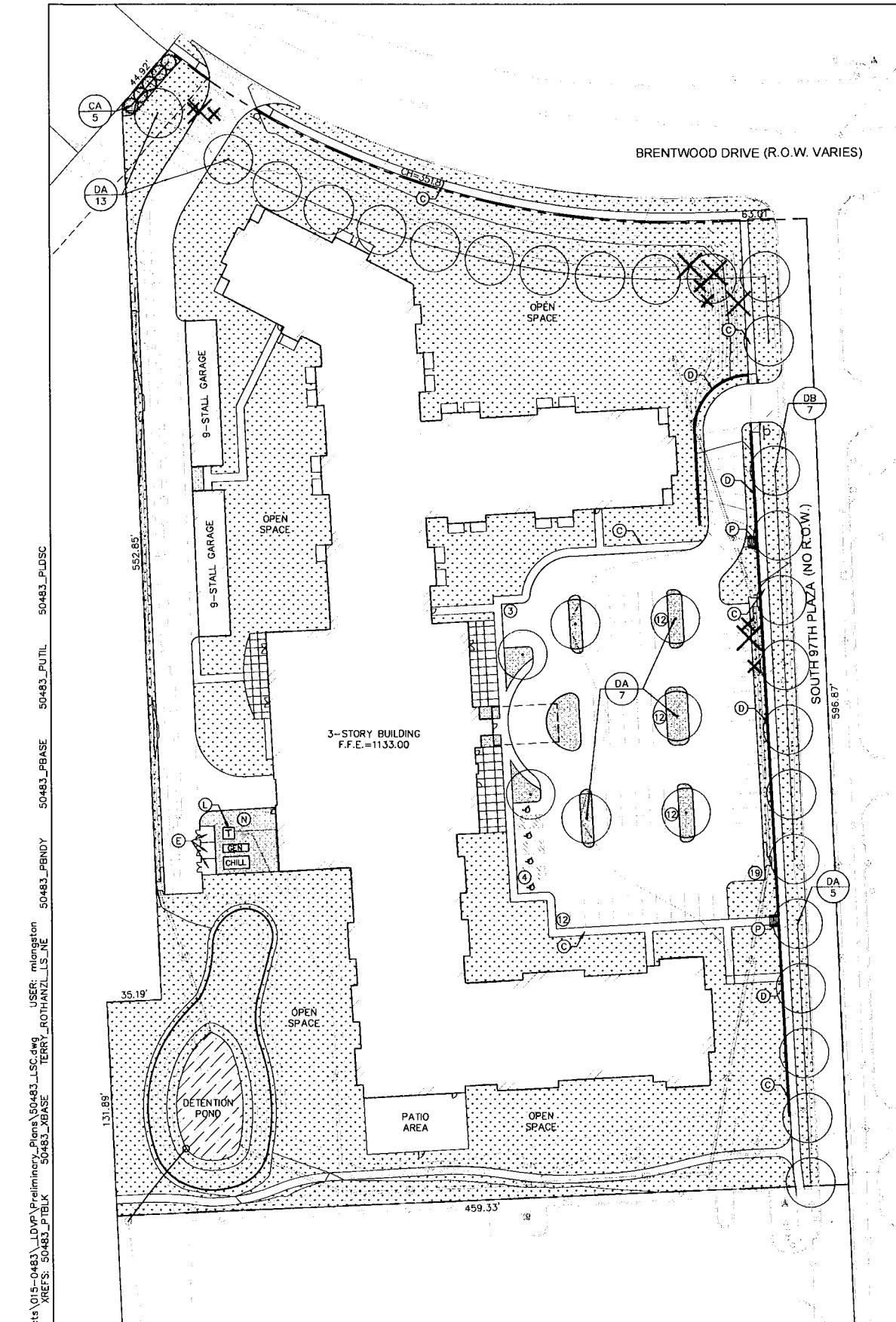


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checked by:	015-0483
QC by:	49/15
QC no.:	
QC rev. no.:	
QC date:	
QC location:	
GRADING PLAN	
GOOD NEIGHBOR SENIOR LIVING	
LA VISTA, NE	2015
REVISIONS	

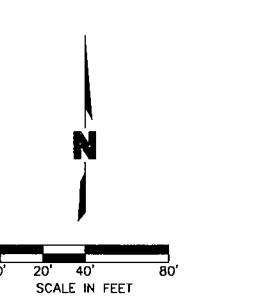


PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	PLANTING METHOD	SIZE @ PLANTING	SPACING	MATURE HEIGHT	MATURE SPREAD	REMARKS
DECIDUOUS TREES									
DA	25	GYMNOCLADUS DIOICA 'ESPRESSO-JFS'	ESPRESSO KENTUCKY COFFEE TREE	B&B	2.5 CALIPER	AS SHOWN	50'	35'	
DB	7	GLEIDITIA TRIACANTHOS VAR. INERMIS HALKA'	HALKA HONEYLOCUST	B&B	2.5 CALIPER	AS SHOWN	50'	35'	
CONIFEROUS TREES									
CA	5	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	VANDERWOLF'S LIMBER PINE	B&B	6 HT.	AS SHOWN	20'	10'	

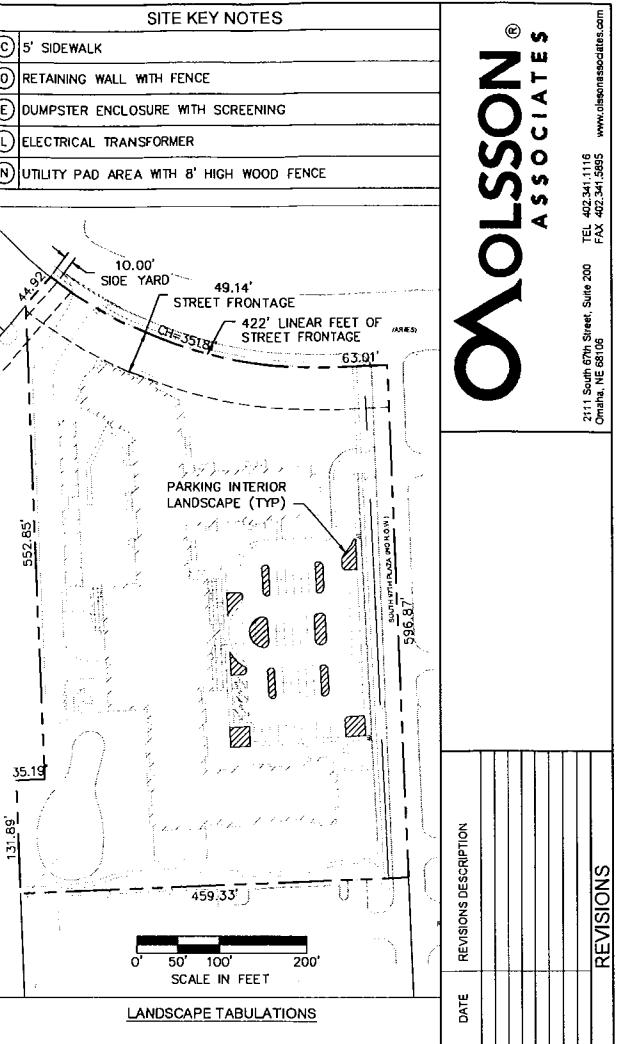
LANDSCAPE REGULATIONS - CITY OF LA VISTA				
ZONING CLASSIFICATION	R3 - PUD			
LOT AREA	273,927 S.F. (6.29 AC.)	REQUIRED	PROVIDED	COMMENTS
1. LANDSCAPE REQUIREMENTS (7.17.03)				
a. 7.17.03.02 Street Frontage	15'	49.14'		
b. 7.17.03.02(3) Street Frontage Trees	1 Tree / 40' of Street Frontage	11	Calculations: 422' / 40' = 11 Trees.	
c. 7.17.03.03 Side Yard	10'	10'		
b. 7.17.03.03(2) Side Yard Screening	6' Minimum height	6'	6' High Landscape screen	
d. 7.17.03.04 Rear Yard	10'	NA	Adjacent zoning - C-1	
e. 7.17.03.06 Parking Interior Landscaping	10 sq ft / Stall	4215 sq ft	Calculations: 74 stalls x 10 sq ft = 740 sq ft	
7.17.03.07 Perimeter Landscaping	1 Tree / 40' of Street Frontage	NA	Rezoning to R3-PUD	
2. SCREENING REQUIREMENTS (7.17.04)				
a. 7.17.04.01 Parking	3' Minimum height	NA	No abutting residential district or ROW	
b. 7.17.04.02 Commercial or Industrial Use	6' Minimum height	NA	Rezoning to R3-PUD	

*1 TREE PER 40 LINEAR FEET ALONG SOUTH 97TH STREET PER CITY REQUEST.



PLANT NOTES

- UNITY OF THE DESIGN SHALL BE ACHIEVED BY REPETITION OF CERTAIN PLANT VARIETIES AND OTHER MATERIALS AND BY CORRELATION WITH ADJACENT DEVELOPMENTS AS LISTED IN APPENDIX A, AND NOTED BELOW:
 - A MINIMUM OF TWO SPECIES LISTED UNDER THE DECIDUOUS TREE CATEGORY
 - A MINIMUM OF ONE SPECIES LISTED UNDER THE CONIFEROUS TREE CATEGORY
 - A MINIMUM OF ONE SPECIES LISTED UNDER THE DECIDUOUS SHRUBS CATEGORY
 - A MINIMUM OF ONE SPECIES LISTED UNDER THE CONIFEROUS SHRUBS CATEGORY
 FINAL LANDSCAPE PLAN AND DESIGN SHALL BE SUBMITTED WITH THE BUILDING PERMIT. FINAL LANDSCAPE PLAN SHALL BE SUBJECT TO THE APPROVAL BY THE CITY OF LA VISTA.
- IRRIGATION OF ALL LANDSCAPE ELEMENTS AS DEFINED ABOVE AND TURF AREA IS REQUIRED.
- PRIOR TO ANY PLANTING OR BREAKING OF GROUND, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL/LOCATE ALL UTILITY LINES WITHIN THE VICINITY.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING EXCAVATION OPERATIONS TO NOT DISTURB EXISTING UTILITY LINES. DAMAGE TO ANY EXISTING UTILITY LINES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
- ALL DAMAGE TO EXISTING SITE IMPROVEMENTS RESULTING FROM EXCAVATION, PLANTING, BACKFILLING, ETC. SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS INCLUDING CONSTRUCTION ACCESS OUTSIDE PROJECT LIMITS. SURFACES OTHER THAN THE PLANTING AREA SHALL BE RESTORED BY THE CONTRACTOR TO THE CONDITION EXISTING PRIOR TO THE PLANTING OPERATION.
- PLANT LIST IS PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST QUANTITIES, THE PLAN WILL TAKE PRECEDENCE. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL FINAL QUANTITIES PER DRAWINGS AND SPECIFICATIONS.
- ALL PLANT MATERIAL INSTALLED SHALL BE "NURSERY GROWN" MEETING THE FOLLOWING CRITERIA:
 - PLANT MATERIAL GROWN BY ESTABLISHED COMMERCIAL NURSERIES AND SOLD TO LICENSED AND CERTIFIED NURSERIES AND/OR LANDSCAPE ARCHITECTS.
 - GROWN AND SOLD ACCORDING TO AMERICAN STANDARD FOR NURSERY STOCK SPECIFICATION.
- THE LANDSCAPE ARCHITECT AND/OR OWNER RESERVES THE RIGHT TO INSPECT AND APPROVE ALL PLANT MATERIAL AT THE NURSERY/PLACE OF GROWTH, PRIOR TO INSTALLATION. PLANT MATERIAL WHICH HAS BECOME DAMAGED OR DISEASED OR WHICH IS UNACCEPTABLE TO THE LANDSCAPE ARCHITECT MAY BE REJECTED UPON DELIVERY TO THE SITE. WHEN TYPICAL, TREES WITHOUT A CENTRAL LEADER WILL NOT BE ACCEPTED.
- PLANTING OF TREES AND SHRUBS AREAS SHALL BE COMMENCED DURING THE SPRING (MARCH 15-JUNE 15) OR FALL (SEPTEMBER 1-OCTOBER 15) PLANTING SEASON. ANY PLANTING OPERATION NOT PERFORMED DURING THESE PERIODS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT AND ARE PERFORMED AT THE CONTRACTOR'S RISK.
- ALL PLANTING OPERATIONS AND LAYOUT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT. THE ACTUAL LOCATION OF PLANT MATERIALS MAY VARY DUE TO FIELD CONDITIONS. FINAL PLACEMENT OF PLANT MATERIAL SHALL BE APPROVED BEFORE PITS ARE DUG. IF INITIAL PLACEMENT IS NOT SATISFACTORY, PLANTS SHALL BE RELOCATED AT THE DIRECTION OF THE LANDSCAPE ARCHITECT OR THEIR REPRESENTATIVE, AT NO ADDITIONAL COST TO THE OWNER.
- ALL TREE/SHRUB PLANTING AREAS SHALL BE AMENDED WITH A LOCALLY PRODUCED



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FINAL PLANNED UNIT DEVELOPMENT
LANDSCAPE PLAN
GOOD NEIGHBOR SENIOR LIVING

LA VISTA, NE
drawn by: M.H.
checked by: D.N.F.
approved by: Q.A.C.C.
project no.: 015-0463
drawing no.: 4915
date: 09/15
SHEET C3.0

City of La Vista Conditional Use Permit

Conditional Use Permit for Continuing Care Retirement Community, Lot 2 Mayfair 2nd Addition Replat Five

This Conditional Use Permit issued this ____ day of _____, 2015, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Nelson Construction and Development ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a continuing care retirement community to be known as Good Neighbor Senior Living upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 2 of Mayfair 2nd Addition Replat Five, a subdivision as surveyed, platted and recorded in the City of La Vista, Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing a continuing care retirement community for seniors 55 years of age or older meant for independent living, assisted living, and memory care; 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 designated on Exhibit "C1.0" hereto for a continuing care retirement community, 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, parking, access points, and drives has been provided to the City and is attached to the permit as Exhibit "C1.0".
 - b. The premises shall be developed and maintained in accordance with the site plan (Exhibit "C1.0") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
 - c. This continuing care facility is intended for senior independent living, assisted living, and memory care. Facilities shall be exclusively operated for, marketed and leased to, and occupied by persons age 55 and older, or as otherwise required to provide reasonable accommodations to disabled residents under applicable laws, rules or regulations. To carry out this requirement, Owner shall:

- (i) From time to time during this permit, adopt, publish and adhere to written rules, policies and procedures to implement and carry out said requirement in accordance with 24 CFR Section 100.306, as adopted, amended or superseded from time to time, subject to review and approval of the City Administrator, which approval shall not be withheld or refused so long as the rules, policies and procedures satisfy the requirements of "c" above and 24 CFR Section 100.306; and
- (ii) Take all other actions during this permit as may be required from time to time under the Federal Fair Housing Act, Housing for Older Persons Act of 1995, Nebraska Fair Housing Act, or any other applicable laws, rules or regulations, as adopted, amended or superseded from time to time, to carry out this subparagraph "c" in accordance with all applicable requirements, and specifically to qualify and continue the qualification of the facility as senior housing exempt from any applicable familial status protections.

- d. All parking for residents and visitors is to remain on-site; no on-street parking is allowed on Brentwood Drive or South 97th Plaza.
- e. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility, except trash receptacles and those approved in writing by the City.
- 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. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.
- g. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the landscaping plan (Exhibit "C3.0").
- h. 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.
- i. 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.
- j. 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.

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. This shall not apply to storm water detention or retention tanks, as required by the City Engineer, to comply with storm water management regulations.
- 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. If the permitted use is not commenced within one (1) year from _____, 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 (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.

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 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: Nelson Construction and Development
Ryan Young
218 6th Ave., STE. 200
Des Moines, IA 50309
(515) 457-9000

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:

Pamela A Buethe, CMC
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: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [REDACTED], personally known by me to be the _____ of Nelson Construction and Development, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

August 27, 2015

Mr. Chris Solberg
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Good Neighbor Senior Living – Final Design Review

Dear Chris:

I have reviewed Pope Architects' and Olsson Associates' second response letters and their revised documents. I am satisfied that they have addressed all my design review comments and I have no further concerns. I did receive the requested cut sheets for the black aluminum fencing and segmental retaining wall system. Both are acceptable within the guidelines. Thanks.

Please feel free to contact me regarding additional clarifications or questions.

(402) 431-6317 direct
sheaney@schemmer.com

Sincerely,

THE SCHEMMER ASSOCIATES, INC.
ARCHITECTS | ENGINEERS | PLANNERS



Scott P. Heaney, AIA
Senior Project Architect

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

SCHEMMER.COM

City of La Vista
Community Development Department
8116 Park View Blvd
La Vista, NE 68133
(402) 331-4343



CERTIFICATE OF APPROVAL

Project Name:

La Vista Senior Living

Project Address/Legal Description:

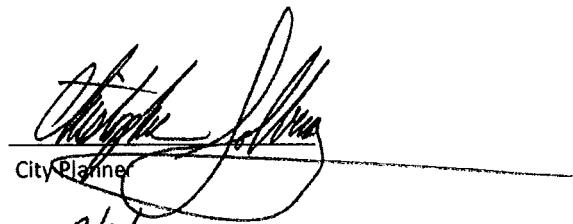
Lot 2 Mayfair 2nd Addition Replat 5

Project Description:

Senior Living Facility

La Vista Building Design Criteria Review

This certifies that the "exterior design features" related to the above permit(s) for the site listed above has been approved by the City of La Vista.



City Planner

9/2/15

Date



SOUTH ELEVATION

SCALE: 1/16"=1'-0"

0 8' 16' 32'



EAST ELEVATION

SCALE: 1/16"=1'-0"

0 8' 16' 32'

LAMINATED ASPHALT SHINGLES
COLOR - ANTIQUE SLATE

FIBER CEMENT BOARD TRIM
COLOR - ARTIC WHITE

DECORATIVE BRACKET
FIBER CEMENT BOARD VERTICAL SIDING
COLOR - KHAKI BROWN

MANUFACTURED STONE VENEER —
CULTURED STONE - ASPEN COUNTRY
LEDGESTONE

PREFINISHED METAL
FASCIA AND SOFFIT
COLOR - WHITE

FIBER CEMENT BOARD LAP SIDING
COLOR - AUTUMN TAN

PRECAST STONE TRIM
FACE BRICK
SOUIX CITY - REGENCY BLEND

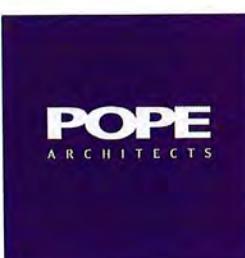
VINYL WINDOW
COLOR - WHITE

PREFINISHED METAL FENCE
COLOR - WHITE
METAL DOOR AND FRAME
COLOR - WHITE

PARTIAL EAST ELEVATION

SCALE: 1/8"=1'-0"

0 8' 16' 32'



Nelson Development Senior Housing

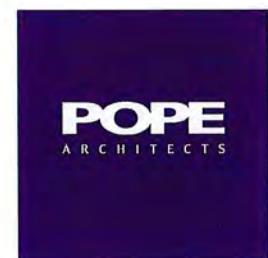
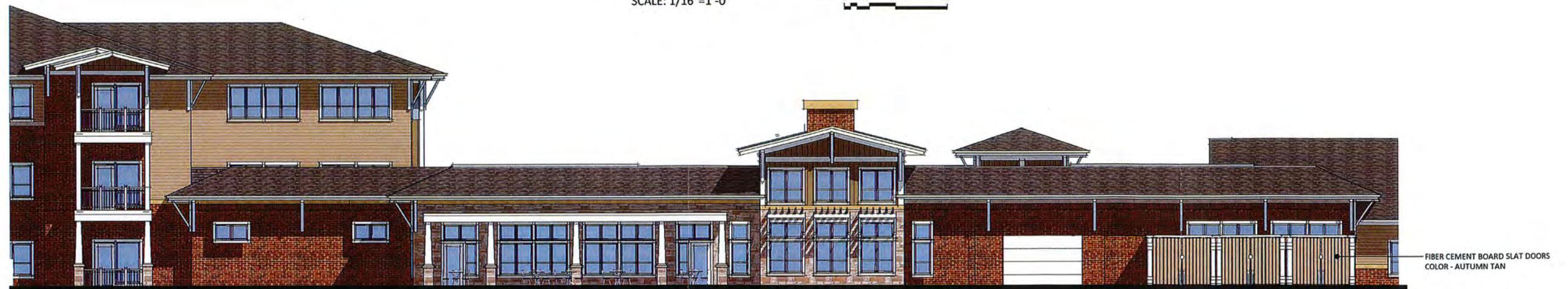
LA VISTA, NEBRASKA

7-27-15 | COMM#58475-15039





WEST ELEVATION
SCALE: 1/16"=1'-0"



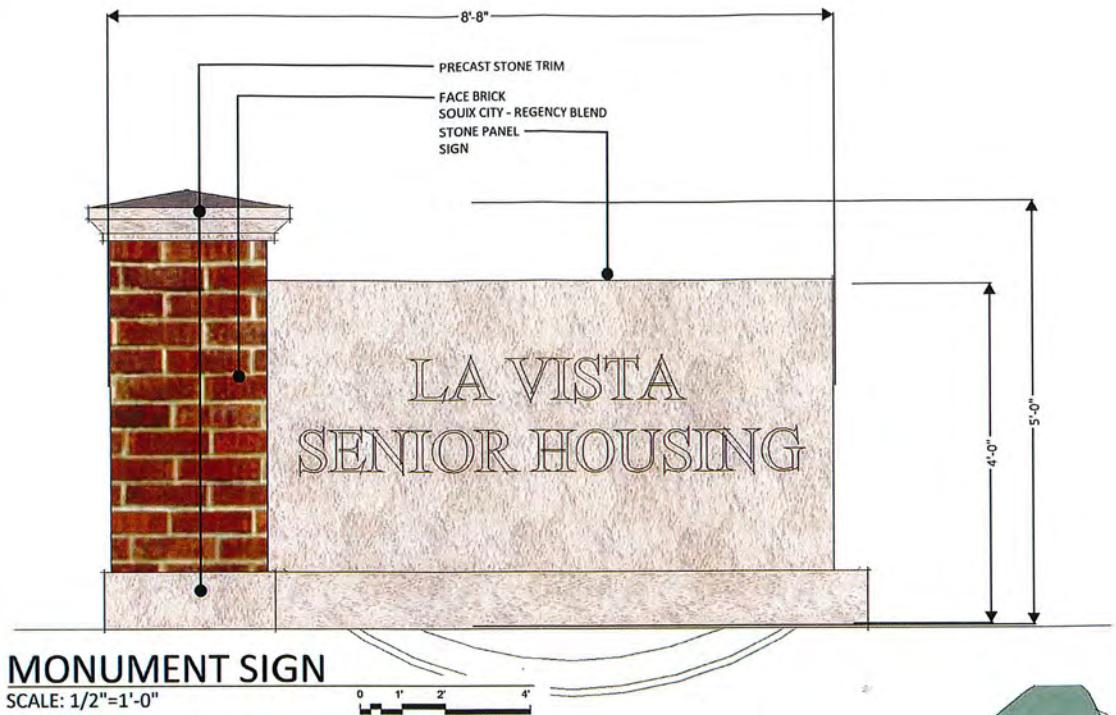
Nelson Development Senior Housing

LA VISTA, NEBRASKA
7-27-15 | COMM#58475-15039





AERIAL VIEW



VIEW OF MAIN ENTRY



Nelson Development Senior Housing

LA VISTA, NEBRASKA
7-27-15 | COMM#58475-15039

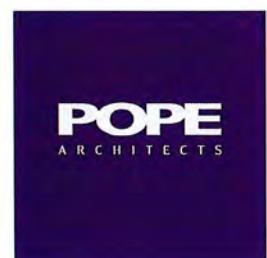




VIEW OF MEMORY GARDEN



VIEW FROM CORNER OF BRENTWOOD DR



Nelson Development Senior Housing

LA VISTA, NEBRASKA
7-27-15 | COMM#58475-15039



PRODUCT INFORMATION

Designed for steep, sloping hillsides and other structural challenges, the Vertica Pro® retaining wall system can be built to virtually any height in incredibly tight spaces – thanks to an impressive 4-degree batter, built-in alignment locators, and a near-vertical rise for less excavation and land loss. Typically used with geosynthetic reinforcement, Vertica Pro blocks meet or exceed industry standards for strength and durability.

- Pinless, patented locator lug gives quick, uniform setback for reduced labor costs
- Used in commercial-site development or anywhere space is at a premium
- Warm earth-tone colors and rugged, rock-like texture
- For gravity wall applications, the Vertica Pro system, with its deeper design, can accommodate walls up to approximately 6 feet high, including buried course, but excluding the cap*

- Taller walls can be built using geosynthetic reinforcement or the Anchorplex™ retaining wall system when designed by a qualified engineer

Straight Face

- Minimum outside radius, measured on the top course to the front of the units: 8 feet, 6 inches
- Minimum inside radius, measured on the base course to the front of the units: 5 feet, 6 inches

Beveled Face

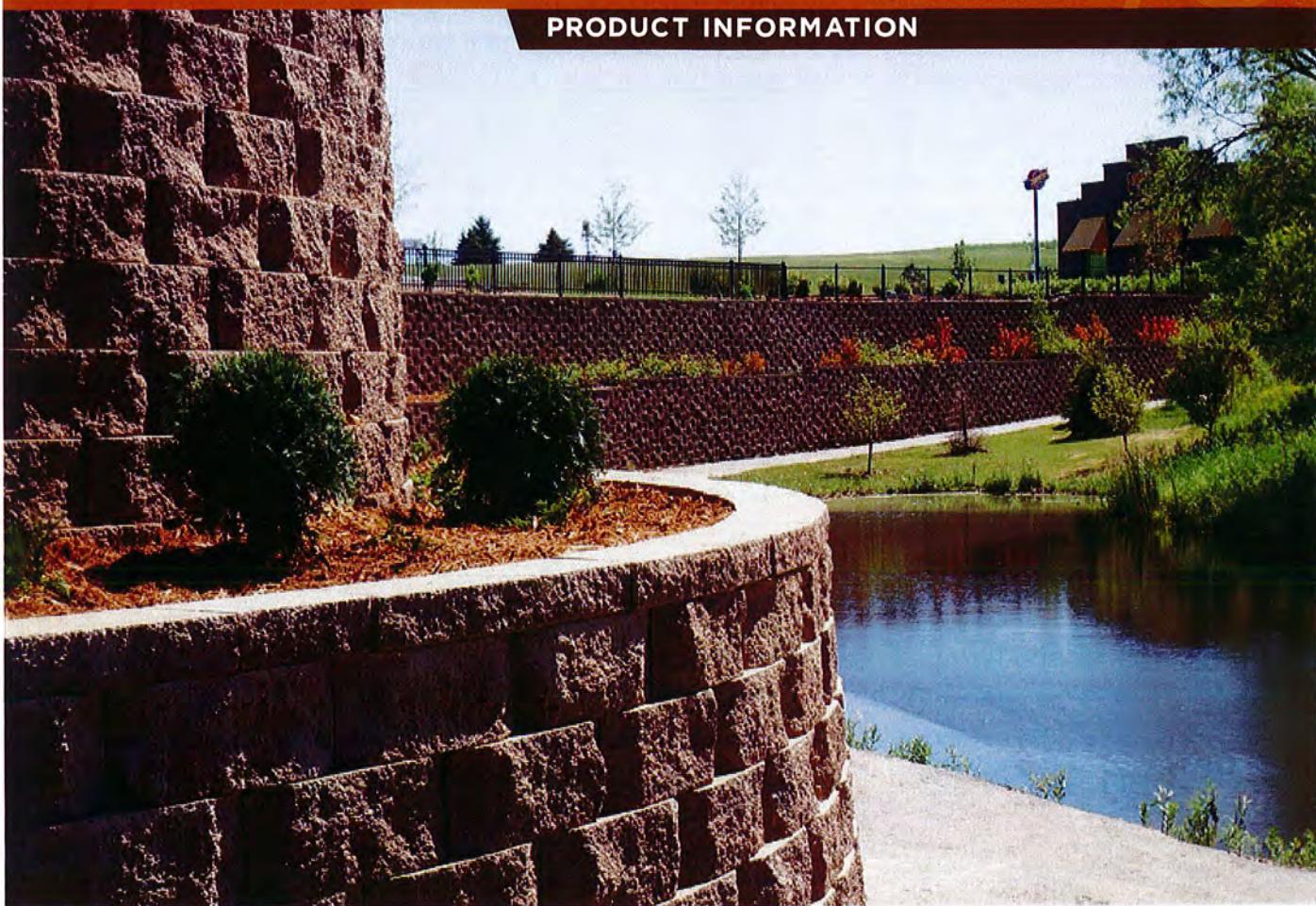
- Minimum outside radius, measured on the top course to the front of the units: 5 feet, 6 inches
- Minimum inside radius, measured on the base course to the front of the units: 8 feet

*This height assumes cores and insets are filled with drainage aggregate, level backfill and clean, compacted sand or gravel and no surcharge.

Vertica Pro®

RETAINING WALL SYSTEM

PRODUCT INFORMATION



Stretcher Units	Straight Face	Beveled Face
Approximate Dimensions*	8" x 18" x 20"	8" x 18" x 20"
Approximate Weight*	115 lbs.	112 lbs.
Coverage	1.00 sq. ft.	1.00 sq. ft.
Setback/System Batter	1/2"/4°	1/2"/4°

Accessory Units	Cap	Corner
Approximate Dimensions*	Front, 4" x 17 1/4" x 10 3/8" Back, 4" x 12" x 10 3/8"	8" x 18" x 9" 8" x 18" x 9"
Approximate Weight*	41 lbs.	101 lbs.
Coverage	1.22 lin. ft.	1.50 sq. ft.

A&B0808

73.3073.1 08/11 4015

Visit anchorwall.com for installation instructions.

*Product dimensions are height by face length by depth. Actual dimensions and weights may vary from these approximate values due to variations in manufacturing processes. Specifications may change without notice. See your Anchor representative for details, color options, block dimensions and additional information.

© 2011 Anchor Wall Systems, Inc. The Vertica Pro® wall system is manufactured under license from Anchor Wall Systems, Inc. (AWS). The "Anchor A" and "Anchor Build Something Beautiful" logos, "Anchorplex" and "Vertica Pro" are trademarks of AWS. The wall system blocks are covered by the AWS Limited Warranty. For a complete copy, visit your local dealer or see anchorwall.com.

Anchor Wall Systems, Inc., 5959 Baker Road, Suite 390, Minnetonka, MN 55345.

ANCHORWALL.COM

 **ANCHOR®**
BUILD SOMETHING BEAUTIFUL

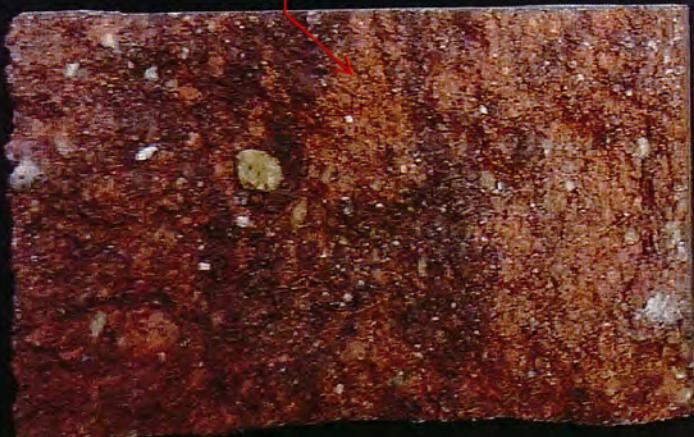
Gray



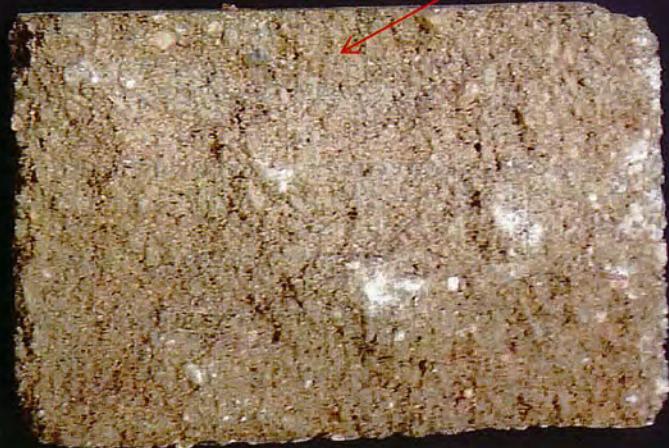
Mocha



Chestnut



Sahara



Jerith Liberty Aluminum Fence



LIBERTY ALUMINUM FENCE IS AN ECONOMICAL YET PROVEN, FENCE SOLUTION without all the extras. The one exception is the FencCoat finish - a long-lasting, high-quality powder coat that is guaranteed not to crack, chip or peel for the life of the fence. It is twice as thick as paint, more durable, and fade and scratch resistant. And, it is nearly maintenance free.



All Jerith aluminum fences are constructed using a high-strength aluminum alloy called HS-35™ that will never rust, even in coastal areas or around pools. Liberty is available in black or bronze and a variety of styles and heights.



Available colors:

Black

Bronze

These color swatches are only approximations. Please refer to actual color samples for final matching.

Style and Height Combinations

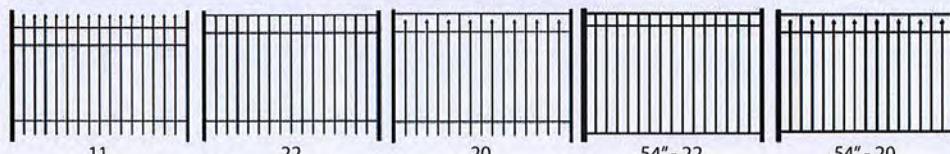
11 & 22	48"
20 & 22 Modified	54"
20 & 22	60"



Ornamental Fencing

**Economy
Priced!**

Liberty Fence Styles:



Made in USA

Preliminary Exterior Wall Sconce Selections



Re: La Vista Senior Housing
Omaha, NE
PAI #58475-15039

Subject: Exterior Wall Sconce

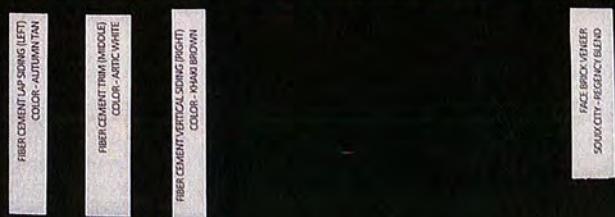
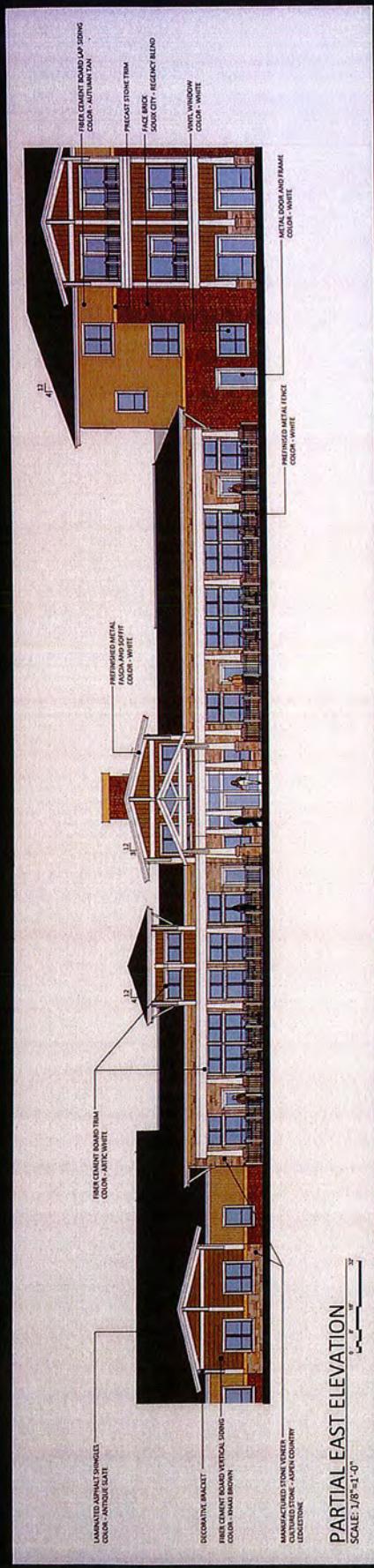
Date: April 13, 2015

1.01	Exterior Wall Sconce @ Entrance
	NUVO #60/4992 Boxwood 1 Light Outdoor Wall Lantern in Rustic Bronze
	KICHLER #49072BST Atwood 1 Light Outdoor Wall Lantern in BST
	KICHLER #492280Z Franceasi Collection Outdoor Wall 1Lt

POPE ARCHITECTS, INC.

1295 BANDANA BOULEVARD N, SUITE 200
ST. PAUL, MN 55108-2735
(651) 642-9200 | FAX (651) 642-1101

www.popearch.com



Nelson Development Senior Housing Exterior Finishes

LATE 10/11/11
LA VISTA, NEBRASKA
COMMISSION #584475-15039



NELSON
CONSTRUCTION & DEVELOPMENT



Revised Material Selections - 7/27/15

POPE
ARCHITECTS

Color Options

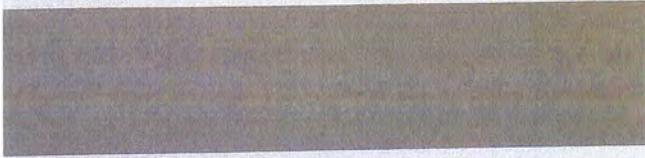
▼ White



▼ Beige



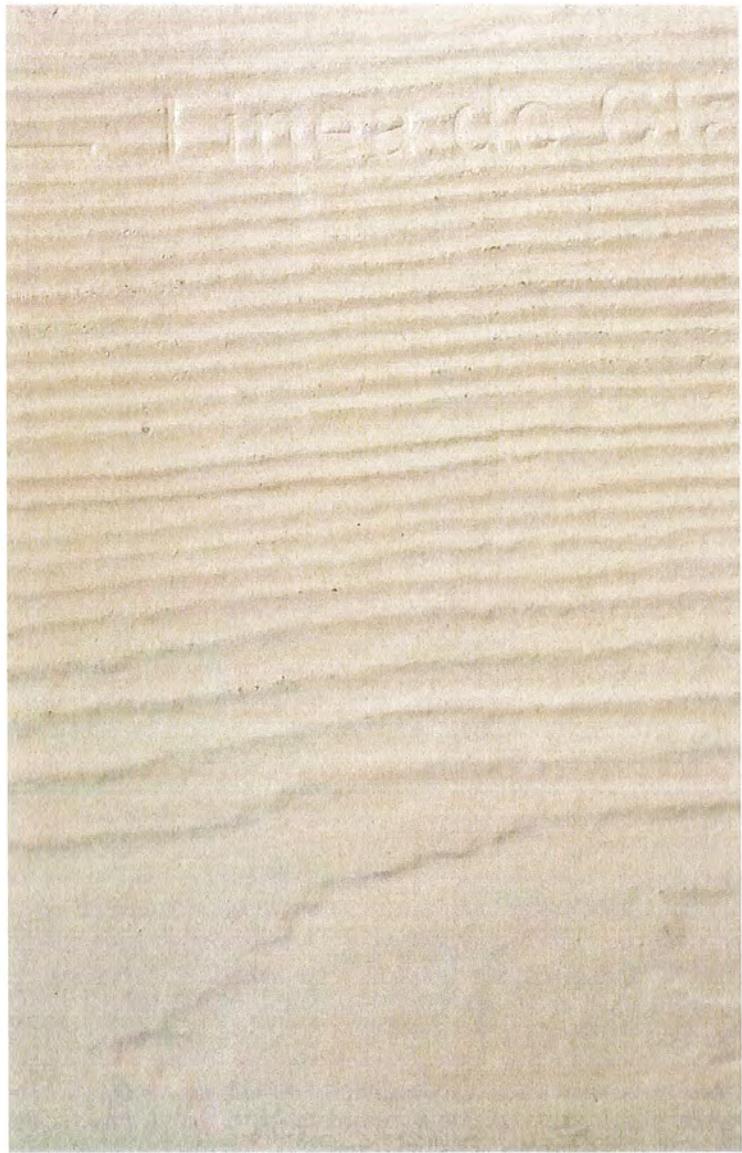
▼ Sandtone*



▼ Dark Bronze†



* Not available on all products or in all areas. See your Silver Line supplier for details.
† Exterior color only. Interior color is white.



VINYL WINDOW COLOR - "WHITE"

FIBER CEMENT BOARD LAP SIDING
"Navajo Beige" replaces siding color
"Autumn Tan"



MORTAR COLOR
"Prism P2510 Fawn Tan"

POPE ARCHITECTS, INC.

1295 BANDANA BOULEVARD N, SUITE 200
ST. PAUL, MN 55108-2735
(651) 642-9200 | FAX (651) 642-1101

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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2015 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT & SUBDIVISION AGREEMENT – LOT 40A, CENTECH BUSINESS PARK (PROPOSED LOTS 1 & 2, CENTECH BUSINESS PARK REPLAT TWO) (NE OF CHANDLER ROAD & CENTECH ROAD)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared to approve the Replat and Subdivision Agreement for approximately 3.27 acres located northeast of Chandler Road and Centech Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to approve the replat and subdivision agreement application by Millennium Place, LLC, on approximately 3.27 acres currently platted as Lot 40A, Centech Business Park (to be replatted as Lots 1 and 2, Centech Business Park Replat Two), generally located northeast of Chandler Road and Centech Road.

The property is zoned I-1, Light Industrial. Thiele Geotech, Inc., is located on this property. The replat is for the purpose of subdividing the property into two lots, which would allow for the construction of a new building on proposed Lot 2.

A detailed staff report is attached.

The Planning Commission held a public hearing on August 20, 2015, and unanimously recommended approval of the replat to City Council, contingent upon the finalization of a subdivision agreement prior to City Council review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 40A, CENTECH BUSINESS PARK, TO BE REPLATTED AS LOTS 1 AND 2, CENTECH BUSINESS PARK REPLAT TWO, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lot 40A, Centech Business Park, to be replatted as Lots 1 and 2, Centech Business Park Replat Two; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on August 20, 2015, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 40A, Centech Business Park, to be replatted as Lots 1 and 2, Centech Business Park Replat Two, a subdivision located in the Southeast $\frac{1}{4}$ of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, generally located northeast of Chandler Road and Centech Road, be, and hereby is, approved.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER, 2015.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 AND 2, CENTECH BUSINESS PARK REPAT TWO SUBDIVISION.

WHEREAS, the City Council did on September 15, 2015, approve the replat for Lots 1 and 2, Centech Business Park Replat Two Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, Millennium Place, LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the September 15, 2015, City Council meeting for the Centech Business Park Replat Two Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such modifications that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2015-SUB-04

FOR HEARING OF: September 15, 2015
Report Prepared on: September 1, 2015

I. GENERAL INFORMATION

A. APPLICANT:

Millennium Place LLC
13478 Chandler Road
Omaha, NE 68138

B. PROPERTY OWNER:

Millennium Place LLC
13478 Chandler Road
Omaha, NE 68138

C. LOCATION: Northeast of the intersection of Chandler Road and Centech Road.

D. LEGAL DESCRIPTION: Lot 40A, Centech Business Park.

E. REQUESTED ACTION(S): Replat of Lot 40A, Centech Business Park to proposed Lots 1 and 2, Centech Business Park Replat Two.

F. EXISTING ZONING AND LAND USE: I-1 Light Industrial; industrial use (Thiele Geotech, Inc.)

G. PURPOSE OF REQUEST: Subdivision of one lot into two for the purpose of the construction of an additional, separate building.

H. SIZE OF SITE: 3.27 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: Thiele Geotech's Omaha Office is currently located here. The property falls from a high point in the northeast to the southwest.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single family neighborhood, R-1 Single-Family Residential; Lots 10-17 Southridge 1st Addition and Lots 1-3 Southridge 3rd Addition
2. **East:** M & C Properties, LLC, I-1 Light Industrial; Lot 38 Centech Business Park
3. **South:** M & P Properties, LLC, I-1 Light Industrial; Lots 41 & 42 Centech Business Park
4. **West:** Omaha Distributing Co Inc., I-1 Light Industrial; Lots 32, 33 & 34 Centech Business Park.

C. RELEVANT CASE HISTORY:

1. On August 28, 2003 the City approved of an Administrative Plat to consolidate two lots of a similar size to what is proposed into one lot, creating Lot 40A.

D. APPLICABLE REGULATIONS:

1. Section 5.13 of the Zoning Regulations – I-1 Light Industrial District
2. Section 3.07 of the Subdivision Regulations – Replats

III. ANALYSIS

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

B. OTHER PLANS: Not applicable.

C. TRAFFIC AND ACCESS:

1. Two access points exist along Chandler Road and one access point connects to Centech Road. The additional lot created through the replatting process will utilize a blanket access easement, approved through the replatting process, to connect to Chandler Road and Centech Road.
2. It was determined by the City Engineer that the existing traffic study would not have to be amended for the proposed replat.

D. UTILITIES:

1. The properties have access to water, sanitary sewer, gas, power and communication utilities along Chandler Road and Centech Road.

IV. REVIEW COMMENTS:

1. In regard to Article 3.03.15 of the Subdivision Regulations, a subdivision agreement has been prepared since proposed private, shared infrastructure improvements are involved (the shared private driveway) and since the payment of tract sewer connection fees (aka interceptor fees) and stormwater management fees need to be addressed.
2. At the time of the building permit application, a landscaping plan that meets the requirements of Section 7.17 of the Zoning Ordinance will need to be submitted.

V. STAFF RECOMMENDATION – REPLAT:

Approval of Centech Business Park Replat Two.

VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:

The Planning Commission held a public hearing on August 20, 2015 and unanimously recommended approval of the Replat to City Council, contingent upon the finalization of a subdivision agreement prior to City Council review.

VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Preliminary Plat Map
3. Final Plat Map
4. Subdivision Agreement

VII. COPIES OF REPORT SENT TO:

1. Terry Morrison, Ehrhart Griffin & Associates
2. Dan Thiele, Millennium Place, LLC
3. Public Upon Request

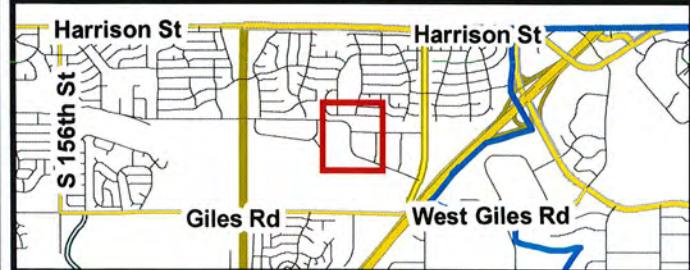
Prepared by:


Am Bnd
Community Development Director

9-4-15
Date



Project Vicinity Map



Centech Business Park Replat Two

8-10-2015
CSB





July 9, 2015

Mr. Christopher Solberg
City Planner
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

RE: Proposed Replat -Initial Review
Centech Business Park Replat Two
City Engineer Review Comments

Chris:

I have reviewed the documents that you provided to me for the above-referenced application in your transmittal dated July 6, 2015. Based on the elements for consideration set forth in the Subdivision Regulations for a Replat which is essentially a combined submittal of a Preliminary Plat and Final Plat, I have the following comments:

Preliminary Plat Review

1. A preliminary plat meeting the requirements of Section 3.03 of the Subdivision Regulations needs to be prepared and submitted. The Site Grading plan, Sheet C3.1 could be modified to add the necessary content.
2. In regards to Article 3.03.19 a traffic impact analysis will not be required.
3. In regards to Article 3.03.15 a draft subdivision agreement needs to be prepared since proposed private, shared infrastructure improvements are involved (the shared private driveway) and since the payment of tract sewer connection fees(aka interceptor sewer fees) and storm water management fees need to be addressed. The applicant needs to provide information as to any payment of sewer connection fees to the City of Omaha since this property connects to the Stony Brook Outfall Sewer. The payments may have been made by the SID or the property owner to Sarpy County which in turn went to Omaha. I will check with Sarpy County for any history they may have on this matter and the applicant should review their records on this property. The storm water management fee would apply only to the new lot, Lot 2, since Lot 1 has already been developed.

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

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

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

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

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

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

Public 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

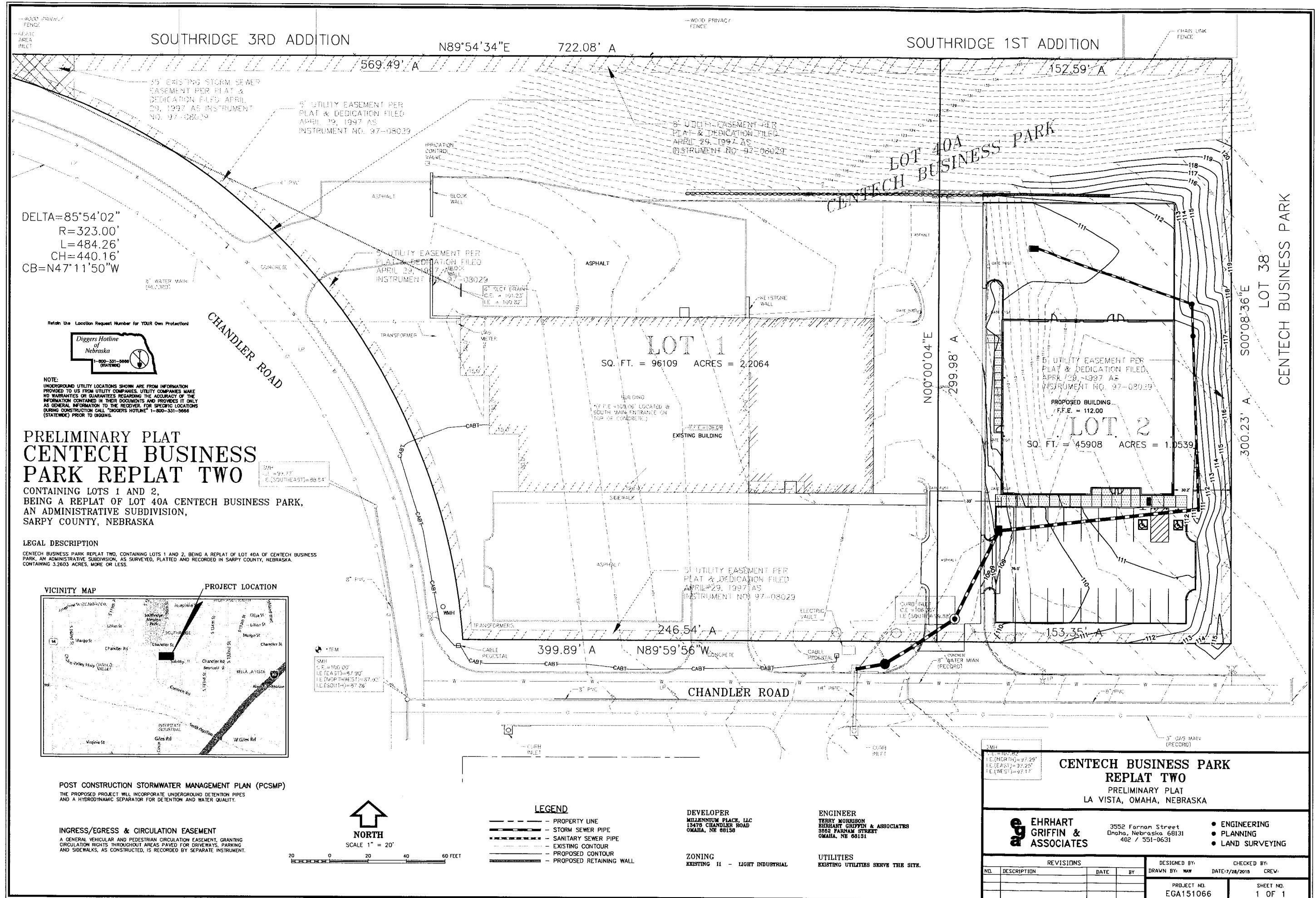
4. A conceptual PCSMP plan is needed to satisfy Article 3.03.20. This can be notations on the preliminary plat as to what type of detention and water quality devices are proposed.

Final Plat

5. The wording of the Ingress/Egress & Circulation Easement on the final plat seems to need a wording correction where it says...."constructed or recorded by separate instrument". This separate instrument will need to be prepared and ready to record prior to releasing the final plat for recording.
6. There is no need for a staking bond with this plat as the dedication states that permanent markers have been placed.

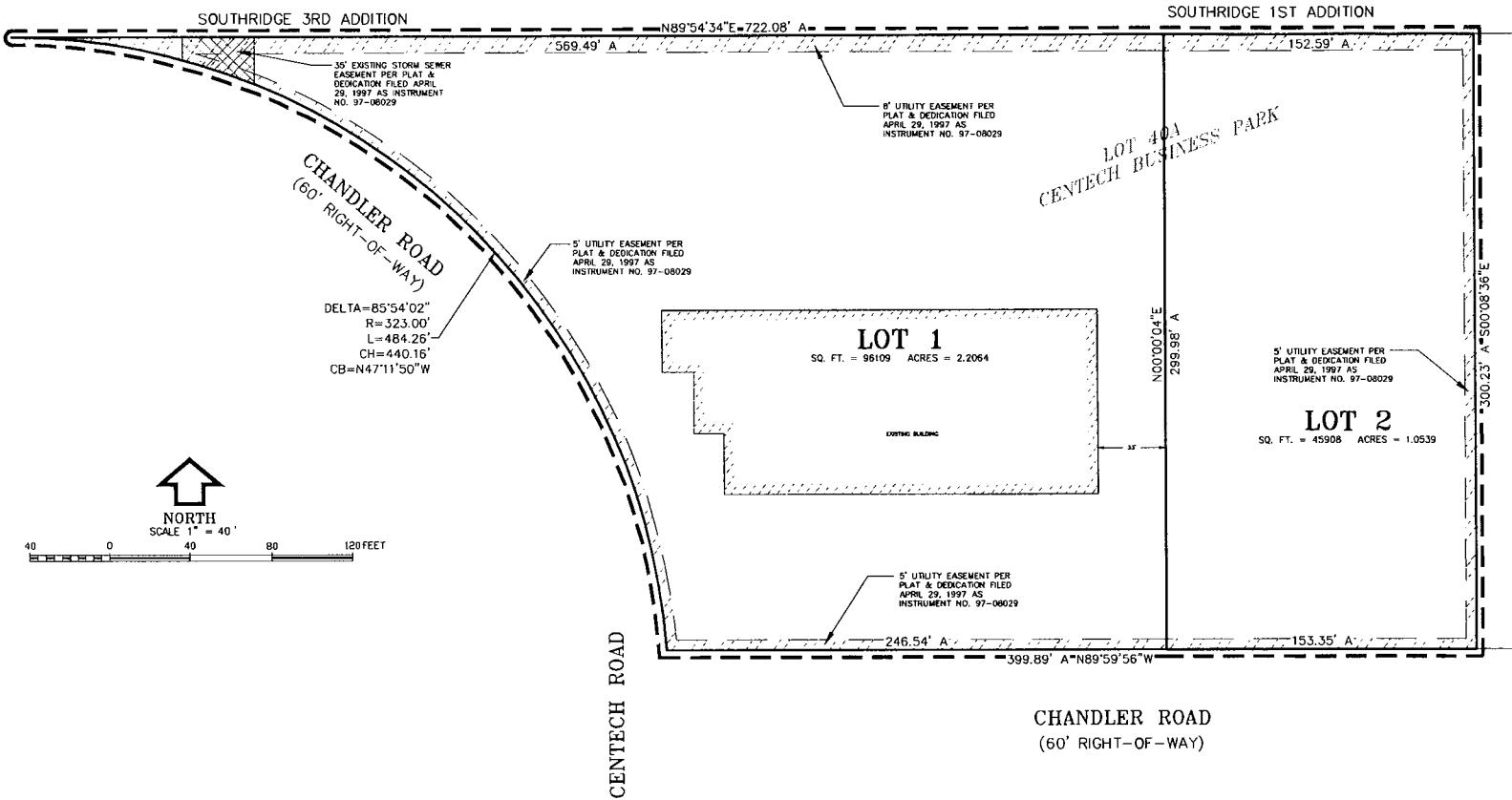
Please contact me if you have questions about my comments. Please submit revised materials to me for additional review.

John M. Kottmann
John M. Kottmann
City Engineer



FINAL PLAT CENTECH BUSINESS PARK REPLAT TWO

CONTAINING LOTS 1 AND 2,
BEING A REPLAT OF LOT 40A CENTECH BUSINESS PARK,
AN ADMINISTRATIVE SUBDIVISION,
SARPY COUNTY, NEBRASKA



REVIEW BY SARPY COUNTY PUBLIC WORKS
THIS PLAT OF
CENTECH BUSINESS PARK REPLAT TWO
WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE

THIS ____ DAY OF _____, 20 ____

SARPY COUNTY SURVEYOR/ENGINEER

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBODIED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER

DATE _____

APPROVAL OF LA VISTA CITY PLANNING COMMISSION
THIS PLAT OF
CENTECH BUSINESS PARK REPLAT TWO (LOTS NUMBERED AS SHOWN)
WAS APPROVED BY THE CITY PLANNING COMMISSION OF LA VISTA, NEBRASKA

THIS ____ DAY OF _____, 20 ____

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF
CENTECH BUSINESS PARK REPLAT TWO (LOTS NUMBERED AS SHOWN)
WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA

THIS ____ DAY OF _____, 20 ____
IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR

ATTEST: CITY CLERK

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE,
MILLENNIUM PLACE, LLC

THE OWNERS OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBODIED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A LOT TO BE NUMBERED, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS

CENTECH BUSINESS PARK REPLAT TWO

(LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER & LIGHT COMPANY, CABLE TELEVISION AND TELE COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A PERPETUAL TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND REVIEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE FOOT (5') MID STRIP OF LAND ABUTTING AND FRONT AND SIDE BOUNDARY LOT LINE, AN EIGHT FOOT (8') WIDE STRIP OF LAND ALONG THE REAR BOUNDARY LINES OF THE INTERIOR LOTS AND A SIXTEEN FOOT (16') WIDE STRIP OF LAND ALONG THE REAR BOUNDARY LINES OF THE EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION. SAID SIXTEEN-FOOT (16') WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8') WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED AND WE FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND REVIEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE FOOT (5') WIDE STRIP OF LAND ALONG THE CURE-DE-SAC STREET AND PERPETUAL BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAME EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

BY _____

AS FOR: MILLENNIUM PLACE, LLC

DATE _____

MORTGAGEE'S CONSENT TO SUBDIVISION AND DEDICATION

WE, FIRST NATIONAL BANK, THE UNDERSIGNED, AS MORTGAGEE UNDER A CERTAIN

MORTGAGE DATED _____

RECORDED IN BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SARPY COUNTY, NEBRASKA, COVERING THE PARCEL AS DESCRIBED AND CONTAINED WITHIN THE SURVEYOR'S CERTIFICATE HEREON, DO HEREBY CONSENT TO THE PLATTING OF SAID LANDS AS SHOWN HEREON, AS A SUBDIVISION TO BE KNOWN AS CENTECH BUSINESS PARK REPLAT TWO AND HEREBY JOIN IN THE DEDICATION OF SUCH LANDS AS SUCH SUBDIVISION.

FOR: FIRST NATIONAL BANK

BY: ROB GLORICK

AS: (TITLE) _____

DATE: _____

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA _____)

COUNTY OF _____
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____, 20 ____

BY: _____

AS: _____

FOR: MILLENNIUM PLACE, LLC

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA _____)

COUNTY OF _____
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____, 20 ____

BY: ROB GLORICK

AS: _____

FOR: FIRST NATIONAL BANK

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

PROJECT NO.
EGA151066

REVISIONS	DESCRIPTION	DATE	BY
NO.			

**EHRHART
&
GRIFFIN &
ASSOCIATES**
3552 Farnam Street
Omaha, Nebraska 68131
402 / 551-0631
• ENGINEERING
• PLANNING
• LAND SURVEYING

CENTECH BUSINESS PARK REPLAT TWO
FINAL PLAT
LA VISTA, NEBRASKA

DATE: 6/9/15
DESIGNED BY:
DRAWN BY: WAW
CHECKED BY: LVF
CREW:
NEBRASKA
REGISTERED
LS-505
LARRY A. VAN FLEET
SHEET NO.
1 OF 1

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYS ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS

CENTECH BUSINESS PARK REPLAT TWO, CONTAINING LOTS 1 AND 2, BEING A REPLAT OF LOT 40A OF CENTECH BUSINESS PARK, AN ADMINISTRATIVE SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, CONTAINING 3.2603 ACRES, MORE OR LESS.

LARRY A. VAN FLEET, NEBRASKA R.L.S. 505 DATE _____

**SUBDIVISION AGREEMENT
CENTECH BUSINESS PARK REPLAT TWO**

This Subdivision Agreement, made this ____ day of September, 2015 by and between MILLENNIUM PLACE, LLC a Nebraska limited liability company (hereinafter referred to as "SUBDIVIDER"), and SANITARY AND IMPROVEMENT DISTRICT NO. 172 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 172"), and the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "CITY").

WHEREAS, the Subdivider is the owner of the land shown on the proposed replat attached hereto as Exhibit "A" (hereinafter referred to as "PROPERTY" or "Replatted Area"), which parcel of land is outside the corporate limits of the City, but within the City's zoning and platting jurisdiction. The replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat; and

WHEREAS, the PROPERTY was originally platted as Lots 39 and 40, inclusive, Centech Business Park, a platted and recorded subdivision in Sarpy County, Nebraska under the conditions set forth in a previous Development Agreement adopted by the Sarpy County Board of Commissioners on June 20, 1995 ("Original Development Agreement"); and by administrative plat in or about 2003, Lots 39 and 40 were consolidated into a single Lot 40A; and

WHEREAS, a building and related improvements were constructed and made on western portions of Lot 40A; and

WHEREAS, the Subdivider proposes to construct on eastern portions of Lot 40A a new building, and to do so requested subdivision of Lot 40A into two lots as depicted in Centech Business Park Replat Two attached as Exhibit "A" ("Replat"). The existing building will be located on Lot 1, and the new building constructed on Lot 2, of the Replat ; and

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the PROPERTY to the sewer system of SID 172; and

WHEREAS, the Subdivider, SID 172 and City desire to agree on various matters as set forth in this Agreement; and

WHEREAS, all provisions of the Original Development Agreement pertaining to the PROPERTY are valid and are hereby affirmed and shall remain in effect except as modified by this Subdivision Agreement.

NOW, THEREFORE, in consideration of the above the following is agreed among the parties hereto:

1. Right to connect to City sewer system. The PROPERTY is located within the Wastewater Service Area covered by an agreement between the City of Omaha and the City of La Vista. Said agreement requires the City of La Vista to approve all connections within said Wastewater Service Area that ultimately receive treatment of sewage by the City of Omaha. The City of La Vista hereby acknowledges that it has given the Subdivider the right to connect the sanitary sewer service of the PROPERTY to the City of La Vista sanitary sewer system, subject to obtaining proper permits and connection agreements in form and content satisfactory to the City Engineer, and paying the applicable fees at the rates in effect at the time of said connection, which rates are subject to increase. Notwithstanding any other provisions of this Agreement, all direct or indirect connections to the City of La Vista sanitary sewer system shall be subject to all requirements applicable to the sanitary sewer system from time to time, and City of La Vista retains the right to disconnect the sanitary sewer of any industry, or other sewer user within the area to be developed, which is connected or discharging into the sanitary sewer system in violation of any applicable ordinances, statutes, rules, or regulations.
2. Sewer Connection/Drainage Fee. The Subdivider represents and warrants to City that Subdivider has previously made payment of the sewer connection fee for Lots 39 and 40, inclusive (subject to verification by the City and payment by Subdivider of any unpaid amounts) of Centech Business Park in the amount of (to be determined) to the City. The property on which payment has previously been made is illustrated on Exhibit "B" attached hereto and incorporated by reference.
3. Watershed Management Fee. The Subdivider shall make payment to the City of La Vista for Watershed Management Fees with respect to development of Lot 2 of the Replatted Area. The City will collect this fee and remit it to the Papillion Creek Watershed Partnership. This fee is computed as follows for the portion of Lot 2, Centech Business Park Replat Two, on which new development or significant redevelopment is to occur. Payment shall be made to the City prior to receiving a building permit to construct improvements on Lot 2 of the PROPERTY. Payment shall be based on the current rates in effect at the time that payment is made. The fee at the current rates in effect upon execution of this Subdivision Agreement is computed as follows:

Lot 2, Centech Business Park Replat Two		
1.054 Acres @ \$4,497.00 per acre, industrial zoning		\$4,739.84

The fee stated in this section above is stated at the rates currently in effect and is subject to increase. The rates in effect at the time of issuance of the building permit, if greater than the above stated rates, will be the rates to be paid. Payment must be made to City's Permits & Inspections Division before a building permit will be issued and before the commencement of construction of any improvements related to such building.

4. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to,

inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by this Subdivision Agreement or otherwise.

5. Easements. All easements required by the Subdivider, SID 172, City or any other party, for existing, proposed, or relocated public or private or shared improvements, including without limitation, sewers, utilities, roads or other infrastructure or improvements, shall be granted by the final plat or by other instruments, in form and content satisfactory to the City Engineer ("Easements"). Subdivider and all successors and assigns of Subdivider shall be jointly and severally responsible for maintenance, operation, replacement and repair of any Easements or improvements thereof or thereon. Release of the final plat for recording shall be conditioned on execution, delivery and recording of said Easements with the final plat. Copies of recorded Easements shall be provided to the City.
6. Infrastructure and Easements at Private Expense. The cost of all infrastructure, improvements and Easements within and serving the Replatted Area shall be constructed, maintained and provided at private expense and the sole cost and expense of Subdivider and any successor or assign of Subdivider, and no part thereof shall be the responsibility or expense of SID 172 or City.
7. Annexation. Subdivider and SID 172 each agrees not to directly or indirectly fund or pursue, or encourage any other person to fund or pursue, any lawsuit or other action contesting annexation of the Replatted Area, or any part thereof, by the City. Subdivider and SID 172 each agrees that the City shall not be obligated to annex the Replatted Area.
8. Binding effect. The Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns.
9. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by SID 172 or the City at law, in equity or such other remedy as SID 172 or City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
10. Incorporation by Reference. Recitals at the beginning of this Agreement, and all exhibits, documents or instruments referenced in this Agreement, are incorporated into this Agreement by reference.
11. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.

12. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
13. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
14. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
15. Filing of Record. The Subdivider, at its expense promptly will record the final plat, Easements and this Agreement in the land records of the Office of the Register of Deeds of Sarpy County and shall cause a recorded copy thereof to be transmitted to the City Administrator.
16. Covenants Running with Land. This Agreement and the agreements and understandings contained or incorporated herein constitute perpetual covenants running with the land and shall be binding jointly and severally upon the Subdivider and all of Subdivider's successors, heirs, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against Subdivider or any PROPERTY within the Replatted Area. This Agreement shall be subject to approval of the governing bodies of SID 172 and the City and cannot be changed without approval of both said governing bodies and a written amendment executed by proper officials of both SID 172 and the City. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent modified by this Agreement. City and SID 172 each shall have the right, but not the obligation, to enforce any and all covenants.

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

ATTEST:

CITY OF LA VISTA

CITY CLERK

DATE

MAYOR

DATE

ATTEST:

SANITARY AND IMPROVEMENT
DISTRICT NO. 172 OF SARPY
COUNTY, NEBRASKA

CLERK

DATE

CHAIRPERSON

DATE

MILLENNIUM PLACE, LLC

By: DANIEL J. THIELE

DATE

Title: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss
ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF _____)
) ss.

On this _____ day of _____, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ and _____, personally known by me to be the Clerk and Chairperson of SID 172, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said SID 172.

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

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____) ss.
)

On this _____ day of _____, 2015, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Daniel J. Thiele, personally known by me to be the _____ of MILLENNIUM PLACE, LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

EXHIBIT "A"

EXHIBIT A

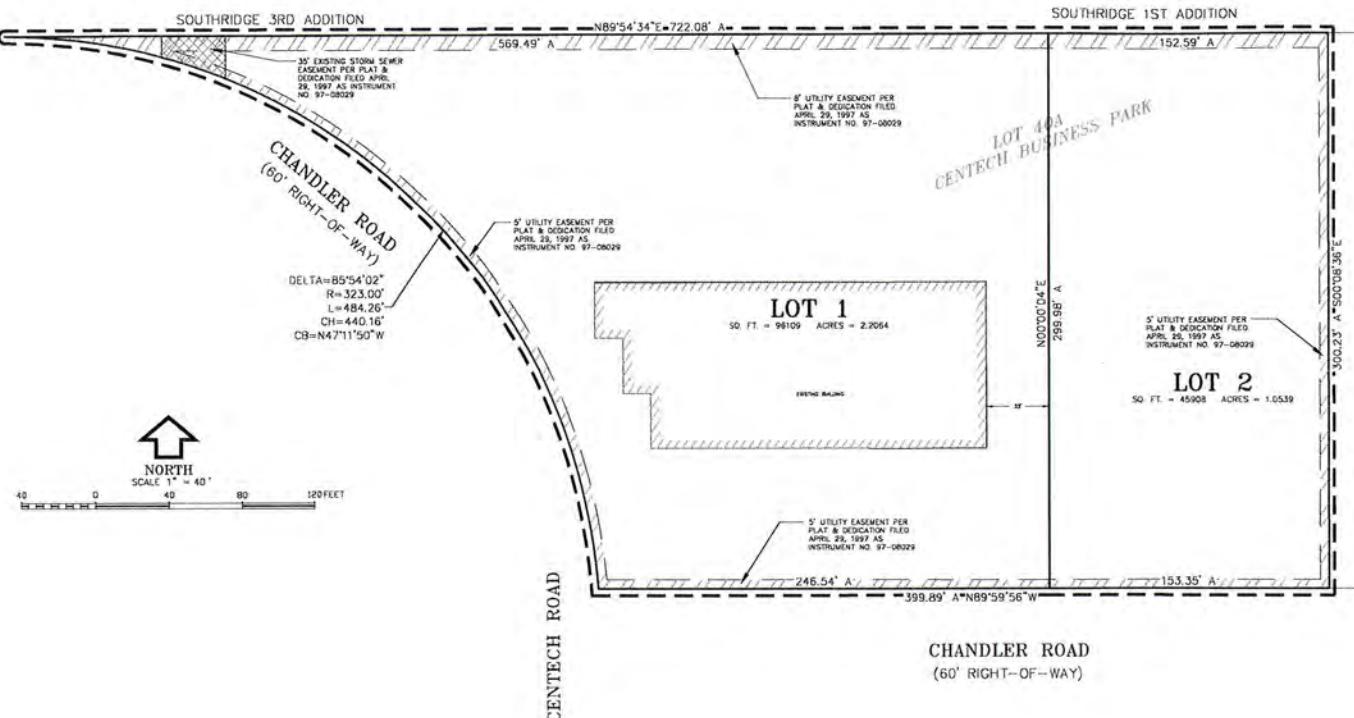
<p>FINAL PLAT CENTECH BUSINESS PARK REPLAT TWO</p> <p>CONTAINING LOTS 1 AND 2, BEING A REPLAT OF LOT 40A CENTECH BUSINESS PARK, AN ADMINISTRATIVE SUBDIVISION, SARPY COUNTY, NEBRASKA</p>  <p>REVIEW BY SARPY COUNTY PUBLIC WORKS THIS PLAT OF CENTECH BUSINESS PARK REPLAT TWO WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____ 20_____</p> <p>APPROVAL OF LA VISTA CITY PLANNING COMMISSION THIS PLAT OF CENTECH BUSINESS PARK REPLAT TWO (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION OF LA VISTA, NEBRASKA THIS _____ DAY OF _____ 20_____</p> <p>COUNTY TREASURER'S CERTIFICATE THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBODIED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE COUNTY TREASURER _____ DATE _____</p> <p>INGRESS/EGRESS & CIRCULATION EASEMENT A GENERAL VEHICULAR AND PEDESTRIAN CIRCULATION EASEMENT, GRANTING CIRCULATION RIGHTS THROUGHOUT AREAS PAVED FOR DRIVEWAYS, PARKING AND SIDEWALKS, AS CONSTRUCTED, IS RECORDED BY SEPARATE INSTRUMENT.</p> <p>ACCEPTANCE BY LA VISTA CITY COUNCIL THIS PLAT OF CENTECH BUSINESS PARK REPLAT TWO (LOTS NUMBERED AS SHOWN) WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA THIS _____ DAY OF _____ 20_____</p> <p>ATTEST: CITY CLERK MAYOR _____</p> <p>SURVEYOR'S CERTIFICATE I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS THE EXACTING MINIMUM STANDARDS FOR PLATS ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS CENTECH BUSINESS PARK REPLAT TWO, CONTAINING LOTS 1 AND 2, BEING A REPLAT OF LOT 40A OF CENTECH BUSINESS PARK, AN ADMINISTRATIVE SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, CONTAINING 3.2603 ACRES, MORE OR LESS.</p> <p>LARRY A. VAN FLEET, NEBRASKA R.L.S. 505 DATE _____</p>		<p>PROJECT NO. EGA151066</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">REVISIONS</td> <td style="width: 10%;">BY</td> <td style="width: 80%;"></td> </tr> <tr> <td>NO.</td> <td>DATE</td> <td></td> </tr> <tr> <td colspan="3">REVISIONS</td> </tr> <tr> <td>NO.</td> <td>DESCRIPTION</td> <td></td> </tr> </table> <p>EHRHART GRIFFIN & ASSOCIATES 3552 Fernem Street Omaha, Nebraska 68131 402 / 551-0631</p> <ul style="list-style-type: none"> • ENGINEERING • PLANNING • LAND SURVEYING <p>CENTECH BUSINESS PARK REPLAT TWO FINAL PLAT LA VISTA, NEBRASKA</p> <p>ACKNOWLEDGEMENT OF NOTARY STATE OF NEBRASKA COUNTY OF _____ THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20_____</p> <p>ACKNOWLEDGEMENT OF NOTARY STATE OF NEBRASKA COUNTY OF _____ THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20_____</p> <p>BY: ROB GLORICK AS: _____ TITLE: _____ DATE: _____</p> <p>FOR: FIRST NATIONAL BANK</p> <p>BY: ROB GLORICK AS: _____ TITLE: _____ DATE: _____</p> <p>FOR: MILLENNIAL PLACE, LLC</p> <p>NOTARY PUBLIC MY COMMISSION EXPIRES _____</p> <p>NOTARY PUBLIC MY COMMISSION EXPIRES _____</p> <p>DATE: 6/9/15 DESIGNED BY: DRAWN BY: WAV CHECKED BY: LVF CREW: SHEET NO. 1 OF 1</p> <p>NEBRASKA REGISTERED LAND SURVEYOR LARRY A. VAN FLEET LS-505</p>	REVISIONS	BY		NO.	DATE		REVISIONS			NO.	DESCRIPTION	
REVISIONS	BY													
NO.	DATE													
REVISIONS														
NO.	DESCRIPTION													

EXHIBIT "B"

EXHIBIT B

CENTECH BUSINESS PARK 97-08029

LOTS 35 THRU 51, INCLUSIVE

E & J ENTERPRISES, INC.

Frank R. Kreici
Frank R. Kreici, President

ACKNOWLEDGEMENT OF NOTA

STATE OF NEBRASKA 1
15

On this _____ day of _____, 199____, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Frank R. Krejci, President of F & J Enterprises, Inc., personally known by me to be the identical person whose name is affixed to the dedication on this plat, and acknowledged the execution thereof to be his voluntary act and deed as president of said corporation.

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

Susan Wasmun
Altona Medals

REVIEW OF SARBY COUNTY SURVEYOR

This plat of CENTECH BUSINESS PARK (Lots 35 thru 51, Inclusive) was reviewed by the Sarpy County Surveyor on this 24 day of April, 1997.

Thos.
Saratoga County Surveyor

SARBY COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and embraced in this plat as shown in the records of this office.

Roger 4/29/97
Sarpy County Treasurer Date

TAXES ASSESSED AND LEVIED FOR THE
CURRENT YEAR ARE NEITHER DUE NOR
PAID. TREASURER'S CERTIFICATION
MONEY VALID UNTIL DECEMBER 31st
OF THIS YEAR

E&A CONSULTING GROUP
18001 1/2 STREET, CHANIA, NF, ASTORIA, OR 97101-4070 • 503/864-1000
INCLUSIVE
INTERFACIAL

TINAI PIAT

SEARCHED INDEXED SERIALIZED FILED
 86029.7 12-11-96
 INDEXED BY RLS
 SERIALIZED BY GENEVA BY TMR
 FILED BY HHS
 1 1 1

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2015 AGENDA

Subject:	Type:	Submitted By:
CALL FOR REDEMPTION OF BONDS AND REFUNDING SERIES 2015 BOND ISSUES	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

SYNOPSIS

An Ordinance has been prepared authorizing the issuance of General Obligation Refunding Bonds in a principal amount not to exceed \$8,500,000 and the redemption of the City's 2011A Bonds (\$2,800,000), 2011B Bonds (\$4,900,000) and 2011 SID 195 Bonds (\$1,185,000).

FISCAL IMPACT

Savings of approximately \$394,659.17 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 3.58% on these current bond issues; however, with the refunding, the average coupon rate will fall to approximately 2.15%.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF LA VISTA, NEBRASKA, IN ONE OR MORE SERIES, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF (A) \$2,800,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011A, DATED JUNE 29, 2011; (B) \$4,900,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS (OFF-STREET PARKING PROJECT), SERIES 2011B, DATED JUNE 29, 2011; AND (C) \$1,185,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, ISSUED BY SANITARY AND IMPROVEMENT DISTRICT NO. 195 OF SARPY COUNTY, NEBRASKA, DATED APRIL 15, 2011 AND AUTHORIZING THE REDEMPTION OF SUCH BONDS TO BE REFUNDED; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME, IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. (a) The Mayor and Council of the City of La Vista, Nebraska (the "City") hereby find and determine that: There have been heretofore issued and are now outstanding and unpaid valid interest bearing bonds of the City as follows:

(i) General Obligation Refunding Bonds, Series 2011A, in the outstanding principal amount of \$2,800,000, dated June 29, 2011 (the "2011A Bonds"), which mature and bear interest as follows:

Principal Amount	Maturing December 15 Of Year	Interest Rate	CUSIP No.
\$240,000	2015	2.20%	505318 NS0
205,000	2016	2.30	505318 NT8
205,000	2017	2.40	505318 NU5
210,000	2018	2.70	505318 NV3
215,000	2019	2.95	505318 NW1
225,000	2020	3.15	505318 NX9
230,000	2021	3.35	505318 NY7
235,000	2022	3.50	505318 NZ4
245,000	2023	3.65	505318 PA7
255,000	2024	3.80	505318 PB5
260,000	2025	3.95	505318 PC3
275,000	2026	4.05	505318 PD1

such 2011A Bonds being part of an issue of \$3,645,000 principal amount of General Obligation Refunding Bonds, Series 2011A issued pursuant to Ordinance No. 1147 duly passed by the Council and approved by the Mayor on May 17, 2011 (the "2011A Ordinance"), and such 2011A Bonds maturing on December 15, 2016 through and including December 15, 2026, (the "Refunded 2011A Bonds") are redeemable at the option of the City at any time on or after June 29, 2016 (the "2011A Bonds Redemption Date"), at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(ii) General Obligation Refunding Bonds (Off-Street Parking Project), Series 2011B, in the outstanding principal amount of \$4,900,000, dated June 29, 2011 (the "2011B Bonds"), which mature and bear interest as follows:

Principal Amount	Maturing December 15 Of Year	Interest Rate	CUSIP No.
\$430,000	2015	2.20%	505318 PJ8

445,000	2016	2.30	505318 PK5
450,000	2017	2.40	505318 PL3
465,000	2018	2.70	505318 PM1
475,000	2019	2.95	505318 PN9
495,000	2020	3.15	505318 PP4
505,000	2021	3.35	505318 PQ2
525,000	2022	3.50	505318 PR0
545,000	2023	3.65	505318 PS8
565,000	2024	3.80	505318 PT6

such 2011B Bonds being part of an issue of \$6,495,000 principal amount of General Obligation Refunding Bonds (Off-Street Parking Project), Series 2011B issued pursuant to Ordinance No. 1148 duly passed by the Council and approved by the Mayor on May 17, 2011 (the "2011B Ordinance"), and such 2011B Bonds maturing on December 15, 2016 through and including December 15, 2024, (the "Refunded 2011B Bonds") are redeemable at the option of the City at any time on or after June 29, 2016 (the "2011B Bonds Redemption Date"), at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(iii) General Obligation Refunding Bonds, Series 2011, in the outstanding principal amount of \$1,185,000, dated April 15, 2011 (the "2011 SID Bonds"), which mature and bear interest as follows:

Principal Amount	Maturing April 15 Of Year	Interest Rate	CUSIP No.
\$105,000	2016	2.75%	80374K AE5
105,000	2017	3.05	80374K AF2
105,000	2018	3.35	80374K AG0
110,000	2019	3.60	80374K AH8
115,000	2020	3.85	80374K AJ4
115,000	2021	4.05	80374K AK1
125,000	2022	4.25	80374K AL9
130,000	2023	4.45	80374K AM7
135,000	2024	4.65	80374K AN5
140,000	2025	4.80	80374K AP0

such 2011 SID Bonds being part of an issue of \$1,550,000 principal amount of General Obligation Refunding Bonds, Series 2011, issued by Sanitary and Improvement District No. 195 of Sarpy County, Nebraska (the "District") pursuant to a bond resolution duly adopted by the Board of Trustees of the District on March 10, 2011 (the "2011 SID Resolution"). The District has since been annexed by the City and the Refunded 2011 SID Bonds are valid and legally binding obligations of the City. Such 2011 SID Bonds maturing on April 15, 2017 through and including December 15, 2025, (the "Refunded 2011 SID Bonds"), are redeemable at the option of the City at any time on or after April 15, 2016 (the "2011 SID Bonds Redemption Date" and, together with the 2011A Bonds Redemption Date and the 2011B Bonds Redemption Date, the "Redemption Dates"), at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(b) (i) All of the 2011A Bonds, the 2011B Bonds and the 2011 SID Bonds (collectively, the "2011 Bonds") are valid, interest bearing obligations of the City; (ii) since the 2011 Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide funds for the payment and redemption of a portion of the 2011 Bonds, all as set out above, a substantial savings in the amount of yearly running interest will be made to the City; (iii) all or a portion of the Refunded 2011A Bonds, the Refunded 2011B Bonds and the Refunded 2011 SID Bonds (as called for redemption, collectively, the "Refunded Bonds") are herein authorized to be called for redemption; (iv) for the purpose of providing for the payment and redemption of the Refunded Bonds as above set out and to pay costs of issuance thereof, it is in the best interest of the City to issue general obligation refunding bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed \$8,500,000 (the "Bonds"); and (v) except as set forth herein, the City has no bond sinking funds on hand for the retirement of the Refunded Bonds not required for the timely payment of principal and interest due on the Redemption Dates.

Section 2. (a) The Mayor and Council further find and determine that (a) it is necessary, desirable, advisable and in the best interest of the City to provide for the payment and redemption of the Refunded Bonds; and, (b) all conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$8,500,000 pursuant to Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes, do exist and have been done as required by law. To provide funds for the purpose of refunding the Refunded Bonds as set out in Sections 1 and 2 hereof, there shall be and there are hereby ordered issued the General Obligation Refunding Bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000).

(b) 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 Clerk or Director of Administrative Services (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"), (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) the title (including series designation), dated date (which shall not be later than September 15, 2016), aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$8,500,000, and the final maturity date, which shall not be later than December 15, 2026, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, provided that the present value savings resulting from refunding the Refunded Bonds is not less than 3.0% of the Refunded Bonds, (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 and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Authorized Officers, or each individually, are hereby authorized to irrevocably call any or all of the Refunded Bonds for redemption on such date or dates he or she determines appropriate, which date or dates shall be the Redemption Dates hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be (i) the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds, (ii) an Escrow Agent, (iii) the form, content, terms and provisions of an Escrow Agreement with the Escrow Agent for the purpose of providing for the deposit in trust with the Escrow Agent a portion of the net proceeds of the Bonds, the investment of such net proceeds pending their application, the application of such proceeds and any investment income to the payment of all of the principal of and interest on the Refunded Bonds maturing on or before the Redemption Date and the application of the balance of such proceeds and any investment income thereof to the redemption and retirement of the Refunded Bonds on the Redemption Date.

Section 3. 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 June 15 and December 15 of each year beginning June 15, 2016 (or such other date or dates as may be determined in a Designation, each an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the 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, designated in Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by the Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to the Paying Agent and Registrar. The City and the 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 the 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 4. The Authorized Officers are hereby authorized to designate the Paying Agent and Registrar for the Bonds in a Designation, which Paying Agent and Registrar shall be a bank or trust company. Said Paying Agent and Registrar shall serve 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 and the Mayor and City Clerk are hereby authorized to execute said agreement. 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 the 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 the Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the 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 the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same series, 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 series, 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 the 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 5. 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 6. In addition to any mandatory sinking fund redemptions, the Bonds shall be subject to redemption at the option of the City, in whole or in part, prior to maturity at any time on or after five years after the date of original issue, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date or dates as may be determined in a 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 the 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 the 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 the 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 7. 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 the municipality where the Paying Agent and Registrar is located 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 8. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY

CITY OF LA VISTA, NEBRASKA
GENERAL OBLIGATION REFUNDING BOND
SERIES 20____

No. _____ \$

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	December 15, 20____	_____, 20____	

Registered Owner: Cede & Co.

Principal Amount:

The CITY OF LA VISTA, NEBRASKA (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above with interest thereon to maturity (or earlier redemption) computed on the basis of a 360-day year consisting of twelve 30-day months from the Date of Original Issue or most recent Interest Payment Date, whichever is later, at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20____ (each of such dates an "Interest Payment Date"). The Principal Amount hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of _____, as the Paying Agent and Registrar, in _____, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding such Interest Payment Date, to such owner's registered address as shown on such books and records. 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 purposes become available.

This bond is one of an issue of fully registered bonds (the "Bonds") of the total principal amount of _____ (\$_____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City in strict compliance with Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes for the purpose of refunding (a) \$2,800,000 outstanding principal amount of General Obligation Refunding Bonds, Series 2011A, dated June 29, 2011, (b) \$4,900,000 outstanding principal amount of General Obligation Refunding Bonds (Off-Street Parking Project), Series 2011B, dated June 29, 2011 and (c) \$1,185,000 outstanding principal amount of General Obligation Refunding Bonds, Series 2011, issued by Sanitary and Improvement District No. 195 of Sarpy County, Nebraska, dated April 15, 2011. The issuance of such bonds has been authorized by proceedings duly had and an ordinance legally passed and approved by the Mayor and Council of the City (the "Ordinance").

The Bonds are subject to redemption at the option of the City, in whole or in part, at any time on or after five years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

[In addition, the Bonds shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

\$	Principal Maturing December 15, 20____
\$	to be called December 15, 20____
\$	to be called December 15, 20____
\$	Payable December 15, 20____

Notice of redemption shall be given by mail to the registered owner of any Bond to be redeemed at such registered owner's address in the manner specified in the Ordinance authorizing the Bonds. Individual Bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This Bond is transferable by the Registered Owner or such owner's attorney duly authorizing 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, subject to the limitations therein prescribed. The City, the 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 due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City 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.

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 and in the issuance of the Bonds refunded hereby 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 and the Bonds refunded hereby, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of this Bond and the other Bonds of this issue as the same become due.

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 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 REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR
(B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN
REPLACEMENT HEREOF OR SUBSTITUTION HEREOF 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.

IN WITNESS WHEREOF, the Mayor and Council of the City have caused this Bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

CITY OF LA VISTA, NEBRASKA
(facsimile signature)

ATTEST:

Mayor

(facsimile signature)
Clerk
(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds authorized by Ordinance of the Mayor and Council of the City of La Vista, Nebraska, described in the foregoing Bond.

and Registrar

_____, Nebraska, Paying Agent

(Form of Assignment)

For value received
hereby sells, assigns
and transfers unto _____
(Social Security or Taxpayer I.D. No. _____) 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.

Dated:

Signature Guaranteed

Registered Owner(s)

By [John Doe](#) [John Doe](#)

Authorized Officer(s)

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) 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, Midwest or other stock exchange.

Section 9. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and 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 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. 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 principal amount of the Bonds plus accrued interest thereon, to date of payment for the Bonds and less the Underwriter's discount, in accordance with Section 3 hereof. 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 and 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 Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement for the sale of the Bonds to the Underwriter. The officers of the City, or any one or more of them are hereby further authorized to take any and all actions and enter into any and all agreements deemed necessary or appropriate in connection with the issuance and sale of the Bonds and the redemption and payment of the Refunded Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 10. The Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and Council precedent to the issuance of the Bonds, a copy of which shall be delivered to the initial purchaser of the Bonds.

Section 11. The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to the payment and satisfaction of all of the principal of and the interest on the Refunded Bonds falling due prior to, and as called for redemption on, the Redemption Dates. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds. In order to satisfy the City's obligations on the Refunded Bonds, if determined necessary and appropriate by an Authorized Officer, such proceeds of the Bonds along with funds of the City on hand shall be set aside and held and invested in a special trust account which is hereby ordered established with such bank or trust company as determined by an Authorized Officer to act as escrow agent (the "Escrow Agent"). The Escrow Agent shall have custody and safekeeping of the funds and investments which are to be set aside for the payment of the Refunded Bonds. For purposes of governing such escrow account and the holding and application of such funds and investments, the City shall enter into a

contract entitled "Escrow Agreement" with the Escrow Agent. The Authorized Officers, or each individually, are hereby authorized and directed to execute and deliver on behalf of the City said Escrow Agreement, including necessary counterparts, in substantially the form and content as presented to the meeting at which this ordinance is adopted, but with such changes and modifications therein as to them seem necessary, desirable, or appropriate for and on behalf of the City. The Authorized Officers, or each individually, are further authorized to approve the investments provided for in said Escrow Agreement, and to make any necessary subscriptions for United States Treasury Securities, State and Local Government Series, or to contract for the purchase of securities in the open market. Said proceeds shall be invested in obligations of the United States Government, direct or guaranteed, including United States Treasury Securities, State and Local Government Series. To the extent that such proceeds are held in a bank depository account, such deposits shall be insured by insurance of the Federal Deposit Insurance Corporation or, to the extent not fully insured, fully collateralized in the same manner as is required for deposit of public funds. Any investment from the proceeds of the Bonds herein authorized shall mature not later than the Redemption Dates. As provided in said Escrow Agreement, the proceeds of the Bonds herein authorized and investment earnings thereon shall be applied to the payment of the principal of and interest on the Refunded Bonds as the same become due on and prior to the Redemption Dates, and as called for redemption on the Redemption Dates. The City agrees that on the date of original issue of the Bonds, or as soon thereafter as practicable, it shall deposit or otherwise have on hand with the Escrow Agent, from tax levy or other available sources, funds sufficient after taking into consideration available proceeds of the Bonds and investment earnings to provide funds for all payments due on the Refunded Bonds on or before the Redemption Dates, and as called for redemption on the Redemption Dates.

Section 12. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, except intangible property, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

Section 13. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 14. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Mayor is hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as "qualified tax-exempt obligations", including "deemed designating" the Bonds.

Section 15. 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. In order to promote compliance with certain federal tax and securities laws relating to the Bonds herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 17. 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 ordinance, 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 18. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this 15th day of September, 2015.

ATTEST:

Douglas Kindig, Mayor

Pamela Buethe
City Clerk

[SEAL]

Motion for adjournment was duly made, seconded and on roll call vote was declared adopted by the Mayor.

I, Pamela Buethe, the undersigned City Clerk for the City of La Vista, Nebraska, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council on September 15, 2015; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Pamela Buethe
City Clerk

[SEAL]

EXHIBIT A

Policy and Procedures Federal Tax Law and Disclosure Requirements for Tax-exempt Bonds and/or Build America Bonds

ISSUER NAME: City of La Vista, in the State of Nebraska

COMPLIANCE OFFICER (BY TITLE): City Clerk

POLICY

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds or as direct pay build America bonds to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments associated with its bonds issued as "build America bonds" are received by the Issuer in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing

Proceedings"),

- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):
 - i. covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
 - ii. Form 8038 series filed with the Internal Revenue Service;
 - iii. tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
 - iv. covenants, agreements, instructions or memoranda with respect to rebate or private use;
 - v. any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
 - vi. any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to

the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

NOTICE OF PUBLICATION
OF ORDINANCE NO. _____
IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and Council of the City of La Vista, Nebraska, held at _____.m. on Tuesday, September 15, 2015, there was passed and adopted Ordinance No. ____ (the "Ordinance") entitled:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF LA VISTA, NEBRASKA, IN ONE OR MORE SERIES, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF (A) \$2,800,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011A, DATED JUNE 29, 2011; (B) \$4,900,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS (OFF-STREET PARKING PROJECT), SERIES 2011B, DATED JUNE 29, 2011; AND (C) \$1,185,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, ISSUED BY SANITARY AND IMPROVEMENT DISTRICT NO. 195 OF SARPY COUNTY, NEBRASKA, DATED APRIL 15, 2011 AND AUTHORIZING THE REDEMPTION OF SUCH BONDS TO BE REFUNDED; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME, IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

The Ordinance was published in pamphlet form on _____, 2015. Copies of the Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the Clerk, in the City of La Vista, Nebraska.

Pamela Buethe
City Clerk

[SEAL]

Publish: _____, 2015

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2015 AGENDA

Subject:	Type:	Submitted By:
PRELIMINARY DESIGN PHASE ENGINEERING SERVICES CITY PARKING DISTRICT ACCESS IMPROVEMENTS-DRAINAGE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a Professional Services Agreement with Thompson, Dreessen, and Dorner, Inc. (TD2) to provide preliminary design phase engineering services for the proposed drainage improvements related to City Parking District Access Improvements in Southport West and in areas downstream of Southport West in an amount not to exceed \$45,089.00.

FISCAL IMPACT

The FY16 Capital Improvement Program provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

On July 7, 2015 the City Council gave approval to solicit proposals for engineering services related to this project. Proposals were solicited and received from three engineering firms familiar with the project area. The proposals were evaluated by a committee of five staff members. The Request for Proposals contained two distinct areas of professional services. These were design of the public roadway at the south side of current City Parking Lot and drainage improvements beyond this area in adjacent portions of Southport West and downstream of Southport West. The committee has recommended splitting the engineering work between two consulting firms so that each firm can be utilized to their best ability and knowledge of the work required. As such, the recommendation to award a contract to TD2 for the design and construction phase management of drainage system improvements was approved by the City Council on August 18, and a subsequent agreement has been negotiated based on the currently identified scope of services.

This is part of the project designated as CIP Project No. PWST-16-002. Future amendments to the agreement will be necessary when specific improvements are identified for final design and construction.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON, DREESSEN, AND DORNER, INC. (TD2) TO PROVIDE PRELIMINARY DESIGN PHASE ENGINEERING SERVICES FOR DRAINAGE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$45,089.

WHEREAS, the Mayor and Council have determined that engineering services for the City Parking District access improvements are necessary; and

WHEREAS, the FY16 Capital Improvement Program Budget provides funding for this service; and

WHEREAS, the Mayor and Council gave approval to solicit proposals at the July 7, 2015 meeting; and

WHEREAS, proposals were received and evaluated by City Staff; and

WHEREAS, it was determined that there were two areas of professional services in the RFP; and

WHEREAS, Thompson Dreessen and Dorner (TD2) will provide design and construction phase engineering services for the proposed drainage improvements related to City Parking District Access Improvements in Southport West and in areas downstream of Southport West subject to fee negotiations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approve a Professional Services Agreement with Thompson, Dreessen, and Dorner, Inc. to provide preliminary design phase engineering services for drainage improvements in an amount not to exceed \$45,089.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CONSULTANT PROFESSIONAL SERVICES
PRELIMINARY ENGINEERING

CITY OF LA VISTA
THOMPSON, DREESSEN, & DORNER, INC.
CITY PARKING DISTRICT ACCESS IMPROVEMENTS-DRAINAGE
IMPROVEMENTS

THIS AGREEMENT, made and entered into by and between the City of La Vista, Nebraska, hereinafter referred to as the "City" and Thompson, Dreessen & Dorner, Inc., hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, City intends to engage the Consultant to render professional services for the above named project, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Thompson, Dreessen & Dorner, Inc. and any employees thereof, whose business and mailing address is 10836 Old Mill Road, Omaha, NE 68154, and

"CITY" means the City of La Vista, a Municipal Corporation, in the State of Nebraska, its City Administrator or authorized representative.

The mailing address is 8116 Park View Blvd., La Vista, NE 68128

To "ABANDON" the work means that the City has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the City has determined that progress is

not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the City determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the City.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide preliminary engineering services for City Parking District Access Improvements – Drainage Improvements in La Vista, Nebraska.

Upon receiving a written notice to proceed from the City, the Consultant shall perform all work required under this agreement for Task 1 and Task 2 as outlined in Exhibit "A", Scope of Services, Consultant's Fee Proposal which is attached and hereby made a part of this agreement. The limits of the topographic survey for Task 1 is outlined in Exhibit "B" is attached and hereby made a part of this agreement. For work in Task 3 and Task 4 the Consultant shall submit a fee proposal of work to be approved by the City before work proceeds.

For work beyond the agreed Scope of Services the consultant shall document the additional work, estimate the cost to complete the work, negotiate a supplement agreement and receive written approval from the City before beginning work.

SECTION 3. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the

work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108

SECTION 4. NOTICE TO PROCEED AND COMPLETION

The City will issue the Consultant a written Notice-to-Proceed (NTP) upon full execution of this agreement.

The Consultant shall do all the work according to the schedule included in attached EXHIBIT "A" and shall complete all work required under this agreement promptly and in a satisfactory manner.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the City may constitute a basis

for an extension of time.

City authorized changes in the scope of work, which increase or decrease work-hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the total costs of the services under this agreement.

SECTION 5. FEES AND PAYMENTS

A. **Payment Method.** Payment under this agreement will be made based on the basis of hourly charge rates plus reimbursable costs, as set forth in Exhibit "C", not to exceed the lump sum amount set forth therein for Tasks 1 and 2.

B. **Total Agreement Amount.** The total agreement amount is \$45,089.00 The Consultant's compensation shall not exceed this maximum amount without prior written approval of the City.

C. **Subconsultants Over-runs and Under-runs.** The Consultant shall require any subconsultants to notify Consultant if at any time the subconsultants determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any subconsultants to exceed its negotiated fee estimate without prior written approval of the City. The Consultant understands that the amount of any subconsultants cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the City.

D. **Out of Scope Services and Consultant Work Orders.** The City may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the City decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the City before proceeding with the out-of-scope services. Before written approval will be given by the City, the City must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the City that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

E. **Payments.** Payment for work under this agreement will be made based on hourly charges plus reimbursable expenses up to limiting maximum amounts.

F. **Invoices and Progress Reports.** The Consultant shall submit invoices to the City no more frequently than at monthly intervals. The invoices must identify each employee by name and classification, the hours worked, and each individual's billing rate. Direct non-labor expenses must be itemized and provide a complete description of each item billed. Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

G. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the City determines that the work has been properly completed. The City will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

H. **Final Invoice.** Upon completion of the work under this agreement, the Consultant shall submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:

- Project name/location, project number, service provided, and agreement number.
- All the work under this agreement has been completed and all required deliverables have been submitted to the City
- Consultant has no outstanding issues to be resolved regarding the work under this agreement.

I. **Final Payment.** Upon determination by the City that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the City for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

SECTION 6. PROFESSIONAL PERFORMANCE

The Consultant understands that the City will rely on the professional performance and ability of the Consultant. Any examination by the City or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the City or of payment, partial or final, will not constitute a waiver of any rights of the City to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans,

specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the City. The Consultant shall respond to the City's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the City. If the Consultant discovers errors in its work, it shall notify the City of the errors within seven days. Failure of the Consultant to notify the City will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the City caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the City.

SECTION 7. SUSPEND, ABANDON AND TERMINATE

The City has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The City can suspend or terminate this agreement at any time.

If the City abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be reimbursed for work completed up to the date of suspension, abandonment or termination of the agreement, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the City can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the City will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the City and the Consultant shall immediately deliver all project plans and supporting documents to the City.

SECTION 8. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic

data, and other project data prepared or obtained under the terms of this agreement are the property of the City and the Consultant shall deliver them to the City without restriction or limitation as to further use.

City acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the City's sole risk and without legal exposure or liability to Consultant.

SECTION 9. CONFLICT OF INTEREST

By signing this agreement, the Consultant certifies that it has no financial or other interests in this project or the outcome of this project.

SECTION 10. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the City has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 11. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the City for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 12. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 13. DISPUTES

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

the parties to this agreement.

SECTION 14. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the City from all claims and liability due to the activities of the Consultant or those of the Consultant's agents, employees, subconsultants, or anyone working on Consultant's behalf, in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "D" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "D" must be met by the subconsultant.

SECTION 15. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act.

SECTION 16. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 17. DRUG-FREE WORKPLACE POLICY

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

SECTION 18. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 19. TITLE VI, NONDISCRIMINATION

A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.

B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment.

The Consultant shall not participate either directly or indirectly in the discrimination

prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendices A, B, and C of 49 CFR 21.

C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the City as appropriate, and set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the City will impose such agreement sanctions as it may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement,

including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the City enter into such litigation to

protect the interests of the City and, in addition, the Consultant may request that the City and United States enter into such litigation to protect the interests of the CITY and United States.

SECTION 20. SUBLetting, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the City is obtained.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 21. CITY CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

SECTION 22. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and

this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

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

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this 3rd day of September, 2015.

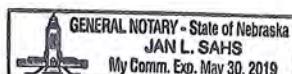
THOMPSON, DREESSEN & DORNER, INC.
Douglas E. Kellner, P.E.

Donald E. Miller

Principal in Charge

STATE OF NEBRASKA)
SARPY COUNTY)ss.

Subscribed and sworn to before me this 30th day of September, 2015.



Jan L. Sans
Notary Public

EXECUTED by the City this _____ day of _____, 2015.

CITY OF LA VISTA
Joe Soucie – Authorized Representative

Public Works Director

Subscribed and sworn to this _____ day of _____ 2015.

Clerk

EXHIBIT A

Sarpy County Property Information



THOMPSON, DREESSEN & DORNER, INC. 2015 RATE SCHEDULE

TITLE	HOURLY RATE
LAND SURVEYING	
Principal (L.S.)	\$135.00
Chief of Surveys (L.S.)	\$130.00
Registered Land Surveyor (L.S.)	\$115.00
Crews	
3-Person Survey Crew	\$185.00
2-Person Survey Crew	\$150.00
1-Person Survey Crew	\$100.00
Computer Aided Drafting Technician and Equipment	\$85.00 - \$87.00
ENGINEERING	
Principal	
Civil Principal (P.E.)	\$160.00
Structural Principal (P.E., S.E.)	\$140.00
Senior Engineer	
Senior Civil/Structural Engineer (P.E.)	\$110.00 - \$140.00
Staff Engineer	
Staff Civil/Structural Engineer (P.E.)	\$100.00
Staff Civil/Structural Engineering Intern (E.I.)	\$70.00 - \$95.00
Intern	\$45.00
AutoCAD Technician	
Senior Computer Aided Drafting Technician and Equipment	\$90.00
Staff Computer Aided Drafting Technician and Equipment	\$65.00 - \$80.00
Construction Observer	
Senior	\$95.00
Staff	\$70.00
Staff/Intern	\$45.00 - \$55.00
Special Inspections	
Concrete/Masonry	\$65.00
Steel/Wood	\$75.00
Drillrig and Operator	
2-Man Crew	\$210.00
1-Man Crew	\$160.00
ADMINISTRATION	
Clerical	\$60.00 - \$120.00
OTHER	
Mileage	
Company Vehicle	\$.80/Mile
Personal Vehicle	\$.575/Mile
Governmental (State Law Max.)	\$.575/Mile
Electronic Data Collection Equipment	\$30.00 - \$45.00

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

THOMP-2

OP ID: JM

DATE (MM/DD/YYYY)

05/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Jeannene McCrea PHONE (A/C, No, Ext): 402-891-1234 FAX (A/C, No): 402-891-1252 E-MAIL ADDRESS: jmccrea@quinninsurance.com	
INSURED		INSURER(S) AFFORDING COVERAGE INSURER A: Union Insurance Co. NAIC # INSURER B: Continental Casualty Co. 20443 INSURER C: INSURER D: INSURER E: INSURER F:	
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			

INSR LTR	TYPE OF INSURANCE		ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPA3021657-23	06/01/2015	06/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Emp Ben.	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC					BODILY INJURY (Per person)	\$
	OTHER:						BODILY INJURY (Per accident)	\$
	AUTOMOBILE LIABILITY			CPA3021657-23	06/01/2015	06/01/2016	PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					AGGREGATE	\$ 5,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CPA3021657-23	06/01/2015	06/01/2016		\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					X PER STATUTE	OTHE-
	<input checked="" type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ -0-						ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input type="checkbox"/> Y/N	WCA3021655-23	06/01/2015	06/01/2016	E.L. EACH ACCIDENT	\$ 100,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Professional Liability			AEH114077263	10/29/2015	10/29/2016	Aggregate	2,000,000
							Per claim	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hell Creek Channel Improvements - Phase II

CERTIFICATE HOLDER

CANCELLATION

CITYL-2

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2015 AGENDA

Subject:	Type:	Submitted By:
DESIGN & BID PHASE		
ENGINEERING SERVICES	◆ RESOLUTION	JOHN KOTTMANN
CITY PARKING DISTRICT ACCESS	ORDINANCE	CITY ENGINEER/ASSISTANT
IMPROVEMENTS-ROADWAY	RECEIVE/FILE	PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a Professional Services Agreement with Olsson Associates (OA) to provide design and bid phase engineering services for the proposed public roadway related to City Parking District Access Improvements in an amount not to exceed \$73,237.68.

FISCAL IMPACT

The FY16 Capital Improvement Program provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

On July 7, 2015 the City Council gave approval to solicit proposals for engineering services related to this project. Proposals were solicited and received from three engineering firms familiar with the project area. These proposals were evaluated by a committee of five staff members. The Request for Proposals contained two distinct areas of professional services. These were design of the public roadway at the south side of current City Parking Lot and drainage improvements beyond this area in adjacent portions of Southport West and downstream of Southport West. The committee has recommended splitting the engineering work between two consulting firms so that each firm would be utilized to their best ability and knowledge of the work required. As such the recommendation to award a contract to OA for the design and bid phase services was approved by the City Council on August 18, and a subsequent agreement has been negotiated based on the currently identified scope of services.

This is part of the project designated as CIP Project No. PWST-16-002. Future amendments to the agreement will be necessary when specific improvements are identified for construction phase services.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE DESIGN AND BID PHASE ENGINEERING SERVICES FOR ROADWAY IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$73,237.68.

WHEREAS, the Mayor and Council have determined that engineering services for the City Parking District access improvements are necessary; and

WHEREAS, the FY16 Capital Improvement Program provides funding for this service; and

WHEREAS, the Mayor and Council gave approval to solicit proposals at the July 7, 2015 meeting; and

WHEREAS, proposals were received and evaluated by City Staff; and

WHEREAS, it was determined that there were two areas of professional services in the RFP; and

WHEREAS, Olsson Associates will provide design phase engineering services for the proposed roadway design related to City Parking District Access Improvements;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Director of Public Works and City Clerk to sign a Professional Services Agreement on behalf of the City of La Vista with Olsson Associates to provide design phase engineering services for roadway improvements

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CONSULTANT PROFESSIONAL SERVICES
PRELIMINARY and FINAL ENGINEERING

CITY OF LA VISTA
OLSSON ASSOCIATES
CIP PROJECT NO. PWST-16-002
CITY PARKING DISTRICT ACCESS IMPROVEMENTS

THIS AGREEMENT, made and entered into by and between the City of La Vista, Nebraska, hereinafter referred to as the "City" and Olsson Associates, hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, City intends to engage the Consultant to render professional services for the above named project, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Olsson Associates and any employees thereof, whose business and mailing address is 2111 South 67th Street, Suite 200, Omaha, NE 68104, and

"CITY" means the City of La Vista, a Municipal Corporation, in the State of Nebraska, its City Administrator or authorized representative.

The mailing address is 8116 Park View Blvd., La Vista, NE 68128

To "ABANDON" the work means that the City has determined that conditions or intentions as originally existed have changed and that the work as contemplated

herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the City has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the City determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the City.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide preliminary and final engineering services for City Parking District Access Improvements in La Vista, Nebraska.

Upon receiving a written notice to proceed from the City, the Consultant shall perform all work required under this agreement as outlined in Exhibit "A", Scope of Services, Consultant's Fee Proposal, and Schedule of Completion which is attached and hereby made a part of this agreement.

For work beyond the agreed Scope of Services the consultant shall document the additional work, estimate the cost to complete the work, negotiate a supplement agreement and receive written approval from the City before beginning work.

SECTION 3. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108

SECTION 4. NOTICE TO PROCEED AND COMPLETION

The City will issue the Consultant a written Notice-to-Proceed (NTP) upon full execution of this agreement.

The Consultant shall do all the work according to the schedule included in attached EXHIBIT "A" and shall complete all work required under this agreement promptly and in a satisfactory manner.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the City may constitute a basis for an extension of time.

City authorized changes in the scope of work, which increase or decrease work-hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the total costs of the services under this agreement.

SECTION 5. FEES AND PAYMENTS

A. **Payment Method.** Payment under this agreement will be made based on the basis of hourly charge rates plus reimbursable costs, as set forth in Exhibit "B", not to exceed multiple lump sum amounts set forth in Exhibit "A".

B. **Total Agreement Amount.** The total agreement amount is \$73, 237.68 The Consultant's compensation shall not exceed this maximum amount without prior written approval of the City.

C. **Subconsultants Over-runs and Under-runs.** The Consultant shall require any subconsultants to notify Consultant if at any time the subconsultants determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any subconsultants to exceed its negotiated fee estimate without prior written approval of the City. The Consultant understands that the amount of any subconsultants cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the City.

D. **Out of Scope Services and Consultant Work Orders.** The City may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the City decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the City before proceeding with the out-of-scope services. Before written approval will be given by the City, the City must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the City that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

E. **Payments.** Payment for work under this agreement will be made based on hourly charges plus reimbursable expenses up to limiting maximum amounts.

F. **Invoices and Progress Reports.** The Consultant shall submit invoices to the City no more frequently than at monthly intervals. The invoices must identify each employee by name and classification, the hours worked, and each individual's billing rate.

Direct non-labor expenses must be itemized and provide a complete description of each item billed. Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

G. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the City determines that the work has been properly completed. The City will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

H. **Final Invoice.** Upon completion of the work under this agreement, the Consultant shall submit their final invoice with a letter identifying it as the final invoice.

The letter shall also include the following information/statements:

1. Project name/location, project number, service provided, and agreement number.
2. All the work under this agreement has been completed and all required deliverables have been submitted to the City
3. Consultant has no outstanding issues to be resolved regarding the work under this agreement.

I. **Final Payment.** Upon determination by the City that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the City for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

SECTION 6. PROFESSIONAL PERFORMANCE

The Consultant understands that the City will rely on the professional performance and ability of the Consultant. Any examination by the City or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the City or of payment, partial or final, will not constitute a waiver of any rights of the City to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work.

That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the City.

The Consultant shall respond to the City's notice of any errors or omissions within 24

hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the City. If the Consultant discovers errors in its work, it shall notify the City of the errors within seven days. Failure of the Consultant to notify the City will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the City caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the City.

SECTION 7. SUSPEND, ABANDON AND TERMINATE

The City has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The City can suspend or terminate this agreement at any time. The Consultant can also terminate the agreement in the event of non-payment by the City.

If the City abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be reimbursed for work completed up to the date of suspension, abandonment or termination of the agreement, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the City can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the City will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the City and the Consultant shall immediately deliver all project plans and supporting documents to the City.

SECTION 8. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the City and the Consultant shall deliver them to the City without restriction or limitation as to further use.

City acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the City's sole risk and without legal exposure or liability to Consultant.

SECTION 9. CONFLICT OF INTEREST

By signing this agreement, the Consultant certifies that it has no financial or other interests in this project or the outcome of this project.

SECTION 10. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the City has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 11. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the City for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 12. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 13. DISPUTES

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

SECTION 14. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the City from all claims and liability due to the activities of the Consultant or those of the Consultant's agents, employees, subconsultants, or anyone working on Consultant's behalf, which arise from the negligent acts in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

SECTION 15. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act.

SECTION 16. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 17. DRUG-FREE WORKPLACE POLICY

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

SECTION 18. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 19. TITLE VI, NONDISCRIMINATION

A. Compliance with Regulations: During the performance of this

agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.

B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendices A, B, and C of 49 CFR 21.

C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

D. Information and Reports: The Consultant shall provide all information

and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the City as appropriate, and set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the City will impose such agreement sanctions as it may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the City enter into such litigation to protect the interests of the City and, in addition, the Consultant may request that the City and United States enter into such litigation to protect the interests of the CITY and United States.

SECTION 20. SUBLetting, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the City is obtained.

As outlined in the DISABILITIES ACT Section of this agreement, the

Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 21. CITY CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

SECTION 22. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

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

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

SECTION 23. STANDARD OF CARE

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, Olsson will, without additional compensation, correct those services not meeting such a standard.

EXECUTED by the Consultant this 8 day of September
2015.

OLSSON ASSOCIATES
Michael C. Piernicky, Vice President

STATE OF NEBRASKA))ss.
SARPY COUNTY)

MLC.P "f

Subscribed and sworn to before me this 8th day of September, 2015.



Terri Chambers
Notary Public

EXECUTED by the City this _____ day of _____, 2015.

CITY OF LA VISTA
Joe Soucie – Authorized Representative

Public Works Director

Subscribed and sworn to this _____ day of _____ 2015

Clark

EXHIBIT A
SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated August 25, 2015 between the City of La Vista ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

SCOPE OF SERVICES

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

Task 100 – Project Management

- Project Management - This task includes time for overall management and coordination of the project team, coordination with Client staff, coordination with key stakeholders.
- Project scheduling assistance.
- Project Meetings - Olsson will schedule and attend ten (10) bi-weekly progress meetings. It is anticipated a portion of these meetings will occur at the following milestones:
 - Pre-Design
 - Concept Design Submittal
 - Preliminary Design Submittal
 - Final Design Submittal
 - Pre-Bid
 - Five (5) additional as needed to maintain the bi-weekly frequency.
- Utility Coordination - Olsson will schedule and attend up to three (3) utility meetings. It is anticipated these meetings will take place after project Kick-off, preliminary and final plan submittals in order to discuss possible impacts and relocations with surrounding utility facilities.
- Agency Coordination - Wetland and channel areas have been delineated and submitted to the Corps of Engineers for a jurisdictional determination. The Corps of Engineers has not taken jurisdiction, therefore permitting is not necessary for impacting the channel and wetlands during roadway construction. Documentation shall be provided to the City of La Vista.
- Stakeholder Coordination – It is anticipated that the design of the public roadway may impact a portion of the paving within the adjacent Cabela's site. Olsson will schedule and attend up two meetings with Cabela's representatives. Additionally, coordination during design is assumed as the final roadway layout is developed.

Task 200 – Survey

- Topographic Survey – Olsson will conduct a pick-up topographic survey to cover the intersection of Southport Parkway & Westport Parkway and portions of the Southport Parkway & Giles Road intersection to facilitate turn lane and traffic signal improvements. It is assumed that horizontal and vertical control previously established by Olsson for the Costco project will be used in the current effort.
- Download, Reduce Notes & Develop Topo Map and Electronic data – Data from the topographic survey will be downloaded and brought into CADD for use in the design efforts. This task assumes the pick-up survey will be added to the current data being used by Olsson.

Task 300 – Conceptual Roadway Design

In general, the extent of this task will include conceptual roadway design for a public road within Westport Parkway between the existing Cabela's store and the proposed Costco store; approximately one-quarter mile. The roadway will be a 3-lane urban section, with 9-inch concrete. Additionally, turn lane improvements and signal modifications will be designed at the intersections of Southport Parkway & Westport Parkway and Southport Parkway & Giles Road. The conceptual design will be performed in accordance with City of Omaha 2014 Standard Specifications of Construction.

- **Conceptual Design** - Olsson will prepare a conceptual level design to facilitate discussions with stakeholders and agencies. The Concept Design will be presented in a plan set and opinion of probable cost as follows.
- **Plan Production** - Olsson will create the necessary plan sheets for inclusion into a conceptual plan sets. Conceptual plans will include the following sections:

- **Horizontal and Vertical Alignment** - Olsson will establish the horizontal and vertical alignments for the various roadway segments on the project shown on plan and profile sheets.
- **Typical Sections** - Olsson will prepare the typical sections for the standard roadway segments. In addition, typical sections for the turn lane construction will be prepared.
- **Plan and Profile Plans** - Olsson will prepare plan and profile plans for the project showing the longitudinal profile and roadway geometrics. Additionally, preliminary construction and removal tabs will be included and correspond to standard City of Omaha pay items.
- **Conceptual Limits of Construction** - Olsson will identify and draft the conceptual limits of construction on the plan sheets. These limits will be used to determine any impacts outside of public right-of-way and be used in preliminary discussions with local agencies.
- **Summary of Quantities/Opinion of Probable Costs** - Olsson will compute quantities for the conceptual design and will submit an opinion of probable cost with the plans using City of Omaha standard bid items and unit prices.
- **QA/QC** - Olsson shall conduct internal quality reviews of the design and plan sets during the design of the project.

Task 400 – Drainage Design

- Olsson will collect past as-built information, surveys, studies, and hydrologic and hydraulic models for the Southport West development. Olsson will review existing hydrologic data and select a design flow for the 2-year and 10-year peak events. A hydraulic model and analysis will be completed for the proposed storm sewer system the two flood events. Olsson will prepare a Technical Memorandum to summarize the data collected, methods and models used, and recommendations for the drainage structures.

Task 500 – Geotechnical Exploration

- **Field Exploration** - Olsson will use a truck-mounted drill rig to complete a total of three (3) soil test borings for the public road improvements proposed within the Southport West development. We understand that the project will consist of grading improvements and constructing a 3-lane, concrete paved road for approximately one-quarter mile. A recent topographic survey and estimated final grades were used to prepare this proposal. The soil boring depths and locations reflected in this proposal are summarized as follows:

- Three (3) soil test borings will be completed to depths of 10 to 15 feet each along the new roadway alignment. The boring locations and depths will be selected in coordination with the Engineer and City of La Vista.
- Final soil boring locations will be selected by an Olsson geotechnical engineer at the time of drilling.
- The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 40 linear feet.

We will contact Nebraska 811 to locate underground public utilities. If the City of La Vista is aware of underground utilities in the area that may not be identified by the public utility locate request, we ask that they provide Olsson with that information so we may shift or relocate the soil borings if necessary.

We propose to complete all borings within the limits of the proposed paving although we will decide at the time of drilling whether they are near the shoulders or centerline. We anticipate all boring locations will be accessible to our drilling equipment and support vehicles. Costs associated with site clearing or drill rig access is not included in this scope and fee.

Drilling rigs are heavy equipment and some disturbance of existing grades or surface features are possible. This may include, but is not limited to, soil rutting, pavement cracking, or sidewalk distress (if applicable). Although Olsson will attempt to minimize surface distress or damaged pavements wherever possible, no restoration other than backfilling the soil borings and patching pavements with like materials is included in this work scope.

Sampling of soils will be in general accordance with ASTM D-1586 and ASTM D-1587. We will obtain groundwater levels in the test borings while drilling, immediately after drilling, and again within 72 hours after drilling.

- **Laboratory Services** - As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression (ASTM D-2166), thin-walled tube density (ASTM D-2937), moisture content (ASTM D-2216), Atterberg limits (ASTM D-4318), Standard Proctor (ASTM D-698), or mechanical sieve analysis (ASTM D-422).
- **Engineering Analysis and Report Preparation** - Pavement analysis, recommended thickness for standard and heavy duty pavements, recommendations for pavement subgrade preparation, and an estimated CBR value will be provided.
 - Recommendations regarding the thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA Standards will be included or referenced.
 - Recommendations associated with site preparation and structural fill placement.
 - Subgrade preparation and fill requirements for potential roadway grade changes.
 - Recommendations will be provided for core-out and/or overexcavation of soft or unsuitable soils, if applicable.
 - Analysis of the soils encountered regarding shrink/swell characteristics and the potential for reuse as general fill, compacted structural fill, or utility backfill.
 - Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during earthwork and construction, if required.
 - An electronic copy and three (3) bound copies of the Report of Geotechnical Exploration will be provided to the designated Sarpy County representative.

Task 600 – Preliminary & Final Roadway Design

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

- **Site Inspections** - Olsson will conduct site visits as required during the course of the project to verify site features with the proposed design work.
- **Data Collection and Review** - Olsson will assemble and review preliminary data available for the project including as-built information for existing streets, utilities, storm sewers and other features within the project area. This will also include review of existing environmental studies, traffic studies and other study information available that pertains to the proposed improvements that are provided by the client.
- **Plan-in-Hand** - Olsson will schedule and attend a plan-in-hand meeting with the key stakeholders to review the preliminary roadway design plans. Olsson will prepare and submit a memo following the meeting summarizing the findings and decisions made regarding the project design.
- **Plan Production & Note Reduction** - Olsson will create the necessary plan sheets for inclusion into the plan sets. It is assumed the Consultant will prepare plan sets for two submittals, including preliminary and final plans. Note reduction effort is for incorporation of additional field survey into the base files for use in developing the final design plans.
- **Control Points & General Notes** - Olsson will prepare horizontal control plans showing the control point tie-ins, benchmark information, and alignment design data for the various roadway segments. General Information plans will be prepared to reduce the amount of information shown on other plan sheets and may include topographic legends, standard notes, earthwork tabular notes, and standard details.
- **Horizontal and Vertical Alignment** - Olsson will finalize the horizontal and vertical alignments for the various roadway segments on the project shown on plan and profile sheets.
- **Typical Sections** - Olsson will finalize the typical sections from the conceptual design task and include phasing sections as needed.
- **Geometrics** - Olsson will prepare the roadway features and provide geometric sheets that show the alignments and corner radii information for the various roadway segments, intersections, and major driveway relocations on the project.
- **Drainage Plans** - Olsson will design the drainage structures associated with the roadway improvements according to the recommendations provided in the drainage memo. Drainage profiles and cross sections will be prepared for the proposed drainage structures within the project area.

- **Roadway Cross Sections** - Olsson will cut cross-sections at twenty-five (25) foot intervals and at such additional intervals as may be necessary to accurately depict the lay of the land, to analyze drainage requirements, and to compute earthwork quantities. Cross sections will also be provided at driveways.
- **Earthwork** - Olsson will calculate the roadway earthwork for the various roadway segments and prepare the appropriate plan sheet information.
- **Limits of Construction** - Olsson will identify and draft the final limits of construction on the plan sheets. These limits will be used to determine any right-of-way or easement needs.
- **Joints & Grades** - Olsson will prepare joint layouts and grades plans for the project. The grades will be located every twenty-five (25) feet along centerline, and at critical spots through intersections.
- **Construction and Removal Plans** - Olsson will prepare construction and removal plans for the project. Construction and Removal tabs will match standard City of Omaha pay items.
- **Erosion Control** - Olsson will prepare plans showing location and type of erosion control to be used for the project. The design will meet the requirements set forth in the City of Omaha Erosion Control Manual. A SWPPP and permit applications will be prepared.
- **Construction Phasing** - Olsson will prepare plans showing construction phasing, temporary construction, and completed construction for the build condition.
- **Traffic Control** - Olsson will prepare the required traffic plans, including traffic control, temporary pavement markings, and all required traffic control devices for the build condition.
- **Traffic Signal Design**- In general, Olsson will provide signal design services for wiring diagram preparation; signal heads, conduit & other equipment; special provisions; and quantity summaries. Design will be conducted in accordance with City of Omaha standards. Based on the results of the Costco Traffic Impact Study, an overlap phase will be added to the westbound right-turn movement at Giles Road & Southport Parkway. Olsson will prepare a signal plan for this improvement.
- **Pavement Marking & Signing** - Olsson shall prepare plan sheets showing pavement marking and signage layouts. In addition, temporary signage and pavement markings will be shown, if applicable.
- **Roadway Lighting** - Olsson will coordinate with the City of La Vista on the roadway lighting. Olsson will provide the lighting pattern layout and prepare the design plans for the corridor roadway lighting. It is assumed that the City of La Vista will provide specifications for the decorative lighting elements.
- **Retaining Wall Plans** - Olsson will prepare preliminary type, size, and location plans for the retaining walls on the project, for the Contractor to design and develop specific construction documents. Based on preliminary layout and cross section, our scope of work assumes 2 retaining walls will be required, and assumptions of wall type will be made in order to evaluate right-of-way needs. Olsson anticipates that a majority of the structures will consist of a large block gravity walls.
- **Right-of-Way** - Olsson will provide right-of-way plat maps showing permanent acquisitions, temporary construction easements or permanent easements. Individual Tract maps with legal descriptions which will be prepared for use in acquisitions.
- **Summary of Quantities/Opinion of Probable Costs** - Olsson will compute quantities for each submittal and will submit an opinion of probable cost at the Preliminary and Final Plans submittals with the plans, using City of Omaha standard bid items and unit prices.
- **QA/QC** - Olsson shall conduct internal quality reviews of the design and plan sets during the design of the project.
- **CADD Submittal** - Olsson will submit electronic CADD files to the Client at the completion of the design of the project.
- **Construction Staking** - Olsson will provide electronic pdf copies of the Final Plans as well as CADD to the contractor for the use of construction staking. It is the responsibility of the contractor to verify the accuracy of all files provided to him prior to using them.

Task 700 – Bid Package Documents

- **Special Provisions** - Olsson will prepare necessary special provisions for inclusion into the final bid documents prepared by the Client. Include front end docs as provided by the City
- **Bid Tabs** - Olsson will help prepare bid tabs for inclusion into the final bid documents prepared by the Client.
- **Final Construction Plans** - Olsson will prepare two (2) full size plan sets for inclusion into the final bid documents prepared by the Client.
- **Digital Plans** - It is permissible for City to supply digital format copies of plans and specs to plan houses for bidding purposes. Any reuse of or modification of the work

product by the City or any person or entity that acquires or obtains the work product from or through the City without the written authorization of Olsson will be at the City's sole risk and Olsson will be held harmless from any damages arising out of this reuse.

Task 800 – Construction Engineering (Optional Services)

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

Exclusions

Excluded from this scope of services are the following:

- Public involvement
- Utility Relocation Design

Schedule

Upon receiving Notice to Proceed (assumed 9/16/15), the Consultant will begin work on the roadway design with estimated milestone dates below:

- Conceptual Design: 9/30/2015
- Preliminary Plan Submittal: 11/13/2015
- Final Plan Submittal: 1/15/2015
- Final Bid Documents: 2/19/2016

Compensation

Task #	Task Description	Amount	Fee Type
100	Project Management	\$14,621.83	TMNTE
200	Survey	\$2,497.07	TMNTE
300	Conceptual Design	\$4,241.92	TMNTE
400	Drainage Analysis	\$3,300.48	TMNTE
500	Geotechnical Exploration	\$3,954.99	TMNTE
600	Prelim & Final Roadway Design	\$36,651.89	TMNTE
700	Bid Package Documents	\$4,736.68	TMNTE
800	Construction Services	TBD	TMNTE
	Expenses	\$ 3,233.83	
	Total Contract	\$73,237.68	TMNTE

OLSSON ASSOCIATES, INC.

By Michael C. Piernicky
Michael C. Piernicky, PE, PTOE

By Katie Underwood
Katie Underwood, PE

If you accept this Scope of Services, please sign:

Sarpy County ("Client")

By _____
Signature _____

Print Name _____

Title _____ Dated: _____

Exhibit A - Consultant's Estimate of Hours

Project Name:	City Parkng District Access Improvement		
Project Number:	<input type="text"/>		
Control Number:	<input type="text"/>		
Location (City, County):	La Vista, NE		
Firm Name:	Olsson Associates		
Consultant Project Manager:	Chris Rollig		
Phone/Email:	(402) 341-1116 / croling@olssonassociates.com		
LPA Responsible Charge:	John Kottmann		
Phone/Email:	(402) 331-6927 / jkottmann@cityoflavista.org		
Date:	August 14, 2015		

CLASSIFICATIONS:

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

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

Labor Rates

Project Name: City Parking District Access Improvements
 Project Number: _____
 Control Number: _____
 Location (City, County): Le Vista, NE
 Firm Name: Olson Associates
 Consultant Project Manager: Chris Roring
 Phone/Email: (402) 341-1118 / croring@olsonassociates.com
 LPA Responsible Charge: John Kottmann
 Phone/Email: (402) 331-8927 / jkottmann@cityoflevista.org
 Date: August 14, 2015

Classification	Rate	Blended Rate
PM Project Manager	\$37.00	\$37.00
APM Assistant Project Manager	\$43.25	\$43.25
SENV Senior Environmental Scientist	\$44.75	\$44.75
ENV Environmental Scientist	\$24.00	\$24.00
SPE Senior Project Engineer	\$48.25	\$48.25
PE Project Engineer	\$40.25	\$40.25
EI Engineer Intern	\$27.75	\$27.75
SDES Senior Designer/Technician	\$36.50	\$36.50
DSS Designer/Technician	\$30.00	\$30.00
ADM Administrative	\$20.00	\$20.00
GPE Geotechnical Engineer	\$45.00	\$45.00
SE Structural Engineer	\$36.00	\$36.00
WPE Water Resources Engineer	\$32.00	\$32.00
RLS Registered Land Surveyor	\$37.00	\$37.00
SVC Survey Crew (2 Person)	\$45.50	\$45.50
GD Graphic Designer	\$22.00	\$22.00
COM Communications Coordinator	\$26.00	\$26.00
WM/DD Webmaster / Database Developer	\$33.00	\$33.00

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

PROJECT MANAGER			
Chris Roring	Project Engineer	\$36.78	100.0%
		Blended Rate:	\$36.78
ASSISTANT PROJECT MANAGER			
Kate Underwood	Team Leader	\$43.21	100.0%
		Blended Rate:	\$43.21
SENIOR ENVIRONMENTAL SCIENTIST			
		Blended Rate:	
ENVIRONMENTAL SCIENTIST			
		Blended Rate:	
SENIOR PROJECT ENGINEER			
Tony Egelhoff	Project Engineer	\$48.08	100.0%
		Blended Rate:	\$48.08
PROJECT ENGINEER			
Kate Underwood	Team Leader	\$43.21	60.0%
Chris Roring	Project Engineer	\$35.58	40.0%
		Blended Rate:	\$40.16
ENGINEER INTERN			
Mike Golka	Assistant Engineer	\$27.41	10.0%
Kellan Friedmann	Assistant Engineer	\$28.05	80.0%
Dan Belizzi	Assistant Engineer	\$25.25	10.0%
		Blended Rate:	\$27.03
SENIOR DESIGNER/TECHNICIAN			
Rob Phillips	Senior Technician	\$24.75	30.0%
Mark Lamberti	Senior Technician	\$26.50	35.0%
Eddie Fossler	Senior Technician	\$27.50	35.0%
		Blended Rate:	\$26.93
DESIGNER/TECHNICIAN			
Tony Ried	Assistant Technician	\$18.05	10.0%
Shadell	Student Intern	\$12.50	40.0%
Michael Bickford	Associate Technician	\$24.00	50.0%
		Blended Rate:	\$20.13
ADMINISTRATIVE			
Ronnie Chambers	Team Coordinator	\$20.00	60.0%
Rhonda Jelinek	Billing Coordinator	\$23.00	20.0%
		Blended Rate:	\$20.00
GEOTECHNICAL ENGINEER			
Kellen Petersen		\$44.72	50.0%
Ed Schnackenberg		\$45.20	50.0%
		Blended Rate:	\$44.96
STRUCTURAL ENGINEER			
		Blended Rate:	
WATER RESOURCES ENGINEER			
		Blended Rate:	
REGISTERED LAND SURVEYOR			
Terry Rohanzl	Team Leader	\$36.06	100.0%
		Blended Rate:	\$36.06
SURVEY CREW (2 PERSON)			
		Blended Rate:	
GRAPHIC DESIGNER			
		Blended Rate:	
COMMUNICATIONS COORDINATOR			
		Blended Rate:	

Input actual employee classification as designated by firm.

Labor Cost by Task

Project Name: City Parking District Access Improvements
Project Number: _____
Control Number: _____
Location (City, County): La Vista, NE
Firm Name: Olsson Associates
Consultant Project Manager: Chris Rolling
Phone/Email: (402) 341-1116 / crolling@olssonassociates.com
LPA Responsible Charge: John Kottmann
Phone/Email: (402) 331-8927 / jkottmann@cityoflavista.org
Date: August 14, 2015

Task 100. Project Management	136	\$4,713.75	\$8,341.45	\$1,566.62
Task 200. Topographic Survey	19	\$805.00	\$1,424.53	\$267.54
Task 300. Conceptual Roadway Design	48	\$1,367.50	\$2,419.93	\$454.49
Task 400. Drainage Analysis	36	\$1,064.00	\$1,882.85	\$353.62
Task 500. Geotechnical Evaluation	36	\$1,275.00	\$2,256.24	\$423.75
Task 600. Preliminary & Final Roadway Design	395	\$11,815.75	\$20,909.15	\$3,926.99
Task 700. Bid Package Documents/Bidding Process	50	\$1,527.00	\$2,702.18	\$507.50
Task 800. Construction Services - TBD				
Direct Expenses				

Labor Rates

PM	Project Manager	83	\$60.00
APM	Assistant Project Manager	43	\$43.25
SENV	Senior Environmental Scientist		\$44.75
ENV	Environmental Scientist		\$24.00
SPE	Senior Project Engineer	44	\$48.25
PE	Project Engineer	94	\$40.25
EI	Engineer Intern	237	\$27.75
SDES	Senior Designer/Technician	16	\$26.50
DES	Designer/Technician	155	\$19.00
ADM	Administrative	13	\$20.00
GPE	Geotechnical Engineer	16	\$45.00
SE	Structural Engineer		\$36.00
WPE	Water Resources Engineer		\$32.00
RLS	Registered Land Surveyor	7	\$37.00
SVC	Survey Crew (2 Person)	12	\$45.50
GD	Graphic Designer		\$22.00
COM	Communications Coordinator		\$26.00
WM/DD	Webmaster / Database Developer		\$33.00

CLASSIFICATIONS*

PERSONNEL: Project Manager, Assistant Project Manager, Senior Environmental Scientist, Environmental Scientist, Senior Project Engineer, Project Engineer, Engineer Intern, Senior Designer/Technician, Designer/Technician, Administrative, Geotechnical Engineer, Structural Engineer, Water Resources Engineer, Registered Land Surveyor, Survey Crew (2 Person), Graphic Designer, Communications Coordinator, Webmaster / Database Developer

Direct Expenses

Project Name: City Parking District Access Improvements
 Project Number: _____
 Control Number: _____
 Location (City, County): La Vista, NE
 Firm Name: Olsson Associates
 Consultant Project Manager: Chris Rolling
 Phone/Email: (402) 341-1116 / crolling@olssonassociates.com
 LPA Responsible Charge: John Kottmann
 Phone/Email: (402) 331-8927 / jkottmann@cityoflavista.org
 Date: August 14, 2015

50 sheets - 11"x17" half size plan sheets plotted 20 times @ \$0.50/sheet	1000	\$0.50
300 black & white copies (8.5"x11") @ \$0.25/sheet	300	\$0.25
color copies (8.5"x11") @ \$0.50/sheet		\$0.50
color copies (11"x17") @ \$1.00/sheet		\$1.00
Display Boards (24"x36") @ \$15.00/board		\$15.00
color copies (11"x17") @ \$1.00/sheet		\$1.00

50 sheets - 11"x17" half size plan sheets plotted 20 times @ \$0.50/sheet	1000	\$0.50
300 black & white copies (8.5"x11") @ \$0.25/sheet	300	\$0.25
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color copies (11"x17") @ \$1.00/sheet		\$1.00
Display Boards (24"x36") @ \$15.00/board		\$15.00
color copies (11"x17") @ \$1.00/sheet		\$1.00

Personal Vehicle Mileage		\$0.56
2 trips to Project Site (20 mi/trip)	40	\$0.56
		\$0.56
		\$0.56
Survey Vehicle Mileage		
2 trips to Project Site (20 mi/trip)	40	\$0.75

Miscellaneous Postage, Mailing, Deliveries Etc.	1	
Geotechnical Field Exploration	1	
Geotechnical Lab Services	1	

Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.56 /mi
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.75 /mi
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$70 per person daily statewide; not to exceed \$101 in Omaha/Douglas County.
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently:
	Statewide Omaha/Douglas County
Breakfast	\$7.00 \$10.00
Lunch	\$11.00 \$15.00
Dinner	\$23.00 \$31.00
Totals	\$41.00 \$56.00

Project Cost

Project Name: City Parking District Access Improvements
 Project Number: _____
 Control Number: _____
 Location (City, County): La Vista, NE
 Firm Name: Olsson Associates
 Consultant Project Manager: Chris Roiling
 Phone/Email: (402) 341-1116 / crolling@olssonassociates.com
 LPA Responsible Charge: John Kottmann
 Phone/Email: (402) 331-8927 / jkottmann@cityoflavista.org
 Date: August 14, 2015

Personnel Classification		
Project Manager	83	\$37.00
Assistant Project Manager	43	\$43.25
Senior Environmental Scientist		\$44.75
Environmental Scientist		\$24.00
Senior Project Engineer	44	\$48.25
Project Engineer	94	\$40.25
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Designer/Technician	155	\$19.00
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Structural Engineer		\$36.00
Water Resources Engineer		\$32.00
Registered Land Surveyor	7	\$37.00
Survey Crew (2 Person)	12	\$45.50
Graphic Designer		\$22.00
Communications Coordinator		\$26.00
Webmaster / Database Developer		\$33.00

Subconsultants		
Printing and Reproduction:		
Mileage/Travel:		
Other Miscellaneous Costs:		

Direct Labor Costs		
Overhead @	176.960%	
Total Labor Costs		
Fixed Fee @	12.00%	
Direct Expenses		

Assumptions - Notes

Project Name: City Parking District Access Improvements
Project Number: _____
Control Number: _____
Location (City, County): La Vista, NE
Firm Name: Olsson Associates
Consultant Project Manager: Chris Rolling
Phone/Email: (402) 341-1116 / crolling@olssonassociates.com
LPA Responsible Charge: John Kottmann
Phone/Email: (402) 331-8927 / jkottmann@cityoflavista.org
Date: 8/14/2015

EXHIBIT B

LABOR RATE SCHEDULE

LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	150 - 300
Project Manager.....	125 - 160
Project Professional.....	110 - 135
Assistant Professional.....	65 - 120
Designer.....	95 - 130
CAD Operator.....	35 - 90
Survey.....	50 - 115
Construction Services.....	80 - 170
Administrative/Clerical.....	35 - 75

Special Services not included in above categories will be provided on a special labor rate schedule.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Debi Dodson PHONE (A/C, No.): 402.964.5412 FAX (A/C, No.): 402.557.6325 EMAIL: ddodson@ssgi.com	
SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED	5761	INSURER A: Charter Oak Fire Ins. Co. 25615
Olsson Associates, Inc. 2111 S 67th Street, Ste 200 402-341-1116 Omaha NE 68106		INSURER B: Travelers Property & Cas Of Am 36161
		INSURER C: Ace American Insurance Co.
		INSURER D: Travelers Indemnity Ins. Co. 25658
		INSURER E: Travelers Indemnity Company
		INSURER F:

COVERAGES CERTIFICATE NUMBER: 1636906879 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		P-630-8D707184IND-15	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		P-810-1E019141-COF-15	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB X EXCESS LIAB <input checked="" type="checkbox"/> OCCUR DED <input type="checkbox"/> RETENTION \$		PSM-CUP-1E019165-TIL-15	1/1/2015	1/1/2016	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A	PVYCNUB-8D98059-4-15	1/1/2015	1/1/2016	X WC STATUS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional & Pollution Liability Claims Made		EON G25589993 001	1/1/2015	1/1/2016	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Carrier AM Best's Ratings A+XV.

Project: City Parking District Access Improvements, Project No.: PWST-16-002

CERTIFICATE HOLDER

CANCELLATION

City of La Vista, Nebraska 8116 Park View Blvd La Vista NE 68128	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>Debra A. Dodson</i>	

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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2015 AGENDA

Subject:	Type:	Submitted By:
PURCHASE OF TYPE B LIMESTONE RIP RAP	◆ RESOLUTION ORDINANCE RECEIVE/FILE	GREG GOLDMAN STREET SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing the purchase of approximately 1100 tons of Type B Rip Rap from Kerford Limestone, Weeping Water, Nebraska, for an amount not to exceed \$28,600.00.

FISCAL IMPACT

The FY /15 General Fund Street Operating Budget has funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The rip rap is needed for emergency repairs of the embankments of Hell Creek just upstream of the Olive Street Bridge, due to natural channel migration and unusually heavy rains and frequent storm events.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE TYPE B LIMESTONE RIP RAP FROM KERFORD LIMESTONE, WEEPING WATER NEBRASKA IN AN AMOUNT NOT TO EXCEED \$28,600.

WHEREAS, the City Council of the City of La Vista has determined that the purchase Type B Limestone Rip Rap for Hell Creek Repairs is necessary, and

WHEREAS, the FY15 General Fund budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase Type B Rip Rap from Kerford Limestone, Weeping Water Nebraska in an amount not to exceed \$28,600.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk