

## LA VISTA CITY COUNCIL MEETING AGENDA

April 4, 2017

7:00 P.M.

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

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act
- Proclamation – National Public Safety Telecommunicators Week
- Proclamation – Certified Government Financial Manager Month
- Service Awards – Harald Rappold, Ray Harrod – 20 years
- Appointments – Construction Management at Risk Selection Committee – Council President Kim Thomas; Director of Administrative Services Kevin Pokorny; City Engineer John Kottmann; Sarpy County Commissioner Don Kelly; Sarpy County Commissioner Jim Thompson – Alternate

*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 March 21, 2017 City Council Meeting
3. Acceptance of the Minutes of the February 15, 2017 Park & Recreation Advisory Committee Meeting
4. Request for Payment – HDR Engineering Inc. – Professional Services – Public Improvements - \$7,498.76
5. Request for Payment – Anderson Excavating Co. – Construction Services – Demolition & Site Preparation – Mixed Use Redevelopment Project Area - \$112,325.15
6. Approval of Claims

- Reports from City Administrator and Department Heads

B. Resolution - FY 2015/2016 Audit Report – BKD, LLP

C. Application for Waiver, Revised Preliminary Plat, Final Plat, Subdivision Agreement, PUD Site Plan & CUP for an Automobile Dealership – Tax Lot 4 EXC S 1551.37 Ft. & EXC ROW 23-14-11 (SW of 144<sup>th</sup> & Giles Road)  
1. Public Hearing (continued from the March 21, 2017 meeting)  
2. Resolution – Revised Preliminary Plat and Waiver of Subdivision Regulations  
3. Resolution – Final Plat  
4. Resolution – Subdivision Agreement  
5. Ordinance – Planned Unit Development (PUD) site plan  
6. Resolution – Conditional Use Permit (CUP)

D. Resolution - Application for Preliminary Plat – Lot2, Lakeview South II Replat 6 & S1551.37 FT of Tax Lot 4, 23-14-11 (NW of 145<sup>th</sup> & Meadows Blvd.)

E. Resolution – Construction Phase Engineering Amendment No. 1 – Phase 1 Grading – Golf Course Transformation

F. Resolution – Authorization to Advertise Request for Proposals – Streetscape Plan

G. Resolution – Interlocal Agreement – Law Enforcement Training Academy

H. Resolution – Approve Purchase – Van – Public Works

I. Presentation – 2016 National Citizen Survey

J. Executive Session - Personnel

- Comments from the Floor

- **Comments from Mayor and Council**
- **Adjournment**

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



**PROCLAMATION  
NATIONAL PUBLIC SAFETY  
TELECOMMUNICATORS WEEK**

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Sarpy County Communications Center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim the week of April 9-15, 2017, as,

**NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

And I encourage all citizens of La Vista to take note in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 4<sup>th</sup> day of April, 2017.



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

ATTEST:

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



**PROCLAMATION**  
**CERTIFIED GOVERNMENT FINANCIAL**  
**MANAGER MONTH**

WHEREAS, the Association of Government Accountants (AGA) is a professional organization with a network of 14,000 members in the United States and around the world representing state, federal, local and private sector government accountability professionals, and

WHEREAS, AGA members have responded to AGA's mission of Advancing Government Accountability, as it continues its broad educational efforts, with emphasis on high standards of conduct, honor and character in its Code of Ethics, and are making significant advances both in professional ability and in service to the citizens by mastering increasingly technical and complex requirements, and

WHEREAS, the Certified Government Financial Manager (CGFM) Program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate education and professional experience, to abide by AGA's Code of Ethics and to pass three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting and Budgeting, and requires each CGFM to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years.

NOW, THEREFORE, I, Douglas Kindig, do hereby proclaim the month of March of each year going forward as

**CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH**

And I recognize our Finance Director, Cindy Miserez who holds the Certified Government Financial Manager Certification.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 4th day of April, 2017.



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

ATTEST:

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



**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

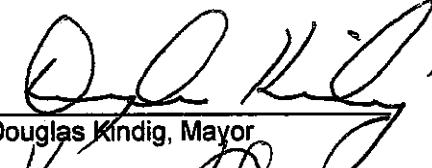
A CERTIFICATE OF APPRECIATION PRESENTED TO RAY HARROD OF THE LA VISTA POLICE DEPARTMENT, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

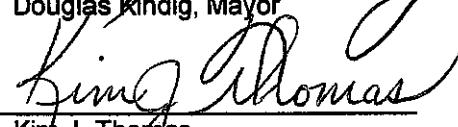
WHEREAS, Ray Harrod, has served the City of La Vista since March 17, 1997 and

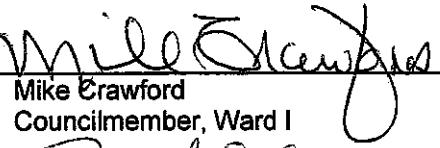
WHEREAS, Ray Harrod's input and contributions to the City of La Vista have contributed to the success of the City.

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to Ray Harrod on behalf of the City of La Vista for 20 years of service to the City.

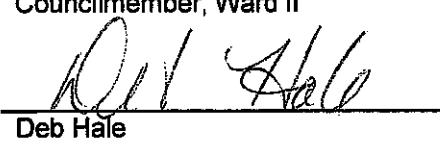
DATED THIS 4TH DAY OF APRIL, 2017.

  
Douglas Kindig, Mayor

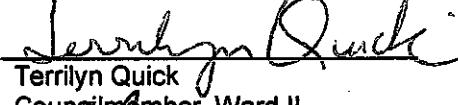
  
Kim J. Thomas  
Councilmember, Ward I

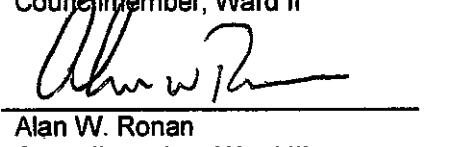
  
Mike Crawford  
Councilmember, Ward I

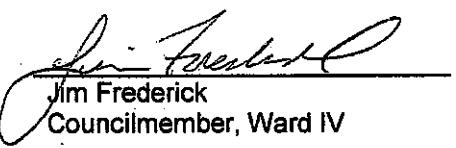
  
Ronald Sheehan  
Councilmember, Ward II

  
Deb Hale  
Councilmember, Ward III

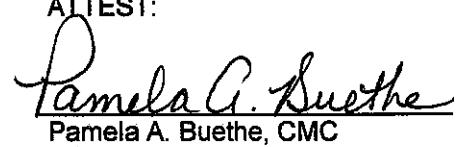
  
Kelly R. Self  
Councilmember, Ward IV

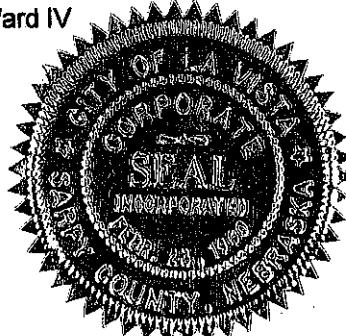
  
Terrilyn Quick  
Councilmember, Ward II

  
Alan W. Ronan  
Councilmember, Ward III

  
Jim Frederick  
Councilmember, Ward IV

ATTEST:

  
Pamela A. Buethe, CMC  
City Clerk





CITY OF LA VISTA

**CERTIFICATE OF APPRECIATION**

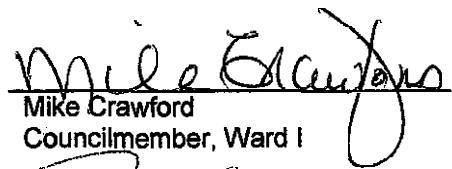
A CERTIFICATE OF APPRECIATION PRESENTED TO HARALD RAPPOLD OF THE LA VISTA POLICE DEPARTMENT, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

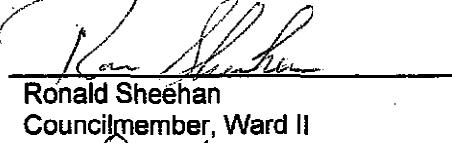
WHEREAS, **Harald Rappold**, has served the City of La Vista since March 17, 1997 and

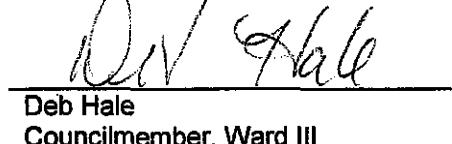
WHEREAS, **Harald Rappold's** input and contributions to the City of La Vista have contributed to the success of the City.

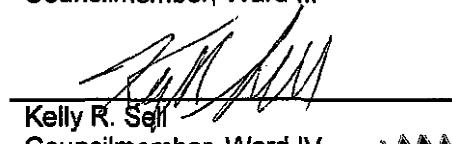
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Harald Rappold** on behalf of the City of La Vista for 20 years of service to the City.

DATED THIS 4TH DAY OF APRIL, 2017.

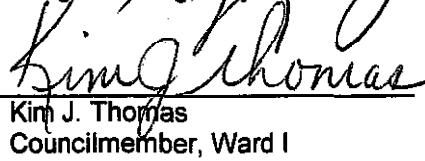
  
Mike Crawford  
Councilmember, Ward I

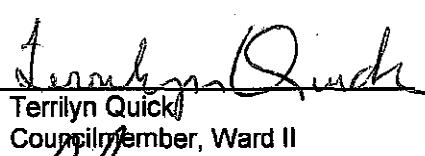
  
Ronald Sheehan  
Councilmember, Ward II

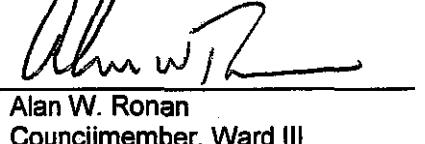
  
Deb Hale  
Councilmember, Ward III

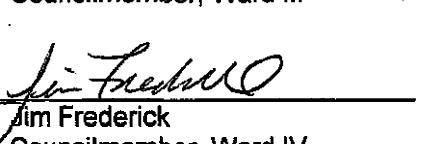
  
Kelly R. Self  
Councilmember, Ward IV

  
Douglas Kindig, Mayor

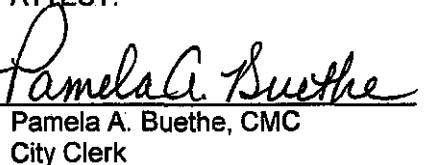
  
Kim J. Thomas  
Councilmember, Ward I

  
Terrilyn Quick  
Councilmember, Ward II

  
Alan W. Ronan  
Councilmember, Ward III

  
Jim Frederick  
Councilmember, Ward IV

ATTEST:

  
Pamela A. Buethe, CMC  
City Clerk



# MINUTE RECORD

A-2

No. 729 — REEDFIELD & COMPANY, INC. OMAHA E131055GLD

## LA VISTA CITY COUNCIL MEETING March 21, 2017

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on March 21, 2017. 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, Deputy City Clerk Garrod, Police Chief Lausten, Director of Administrative Services Pokorny, Public Works Director Soucie, Community Development Director Birch, City Engineer Kottmann, Library Director Barcal, Finance Director Miserez, Recreation Director Stopak, City Planner Solberg, Street Supervisor Henkel and Building Technician Siebels.

A notice of the meeting was given in advance thereof by publication in the Times on March 8, 2017. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during *normal business hours*.

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

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MARCH 7, 2017 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE FEBRUARY 16, 2017 PLANNING COMMISSION MEETING
4. MONTHLY FINANCIAL REPORT – JANUARY 2017
5. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – LA VISTA PHASE 1 GOLF COURSE TRANSFORMATION - \$1,255.15
6. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – LA VISTA PHASE 1 GOLF COURSE TRANSFORMATION - \$53,100.00
7. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES - LA VISTA 84<sup>TH</sup> STREET REDEVELOPMENT SITE PREPARATION - \$7,159.03
8. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CULVERT EXTENSION – 108<sup>TH</sup> AND CHANDLER - \$2,858.75
9. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1 LANDSCAPING AND EROSION CONTROL MONITORING - \$79.35
10. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – MISCELLANEOUS SERVICES - \$665.00
11. REQUEST FOR PAYMENT – UPSTREAM WEEDS – PROFESSIONAL SERVICES – STORMWATER OUTREACH - \$825.00
12. REQUEST FOR PAYMENT – OAKHAVEN HOMES, INC. – CONSTRUCTION SERVICES - OFFICE CONSTRUCTION/REMODEL - \$12,494.63
13. REQUEST FOR PAYMENT – OAKHAVEN HOMES, INC. – CONSTRUCTION SERVICES - OFFICE CONSTRUCTION/REMODEL - \$24,079.04
14. REQUEST FOR PAYMENT – OAKHAVEN HOMES, INC. – CONSTRUCTION SERVICES - OFFICE CONSTRUCTION/REMODEL - \$18,325.00
15. RESOLUTION 17-028 – AMEND STANDARD OPERATION POLICY – CONSTRUCTION ALTERNATIVES – CONSTRUCTION MANAGEMENT AT RISK

# MINUTE RECORD

March 21, 2017

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

## A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AMENDING A COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, alternatives to the procedures for designing and constructing City projects are being recommended; and

WHEREAS, revisions to a Council Policy Statement entitled "Construction Alternatives – Construction Management at Risk" are proposed.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve a Council Policy Statement entitled "Construction Alternatives – Construction Management at Risk" as amended, and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

### **16. APPROVAL OF CLAIMS**

ABDO PUBLISHING CO, books	\$383.95
ACTION SIGNS INC, services	\$484.50
AECOM TECHNICAL SERVICES INC, services	\$10,407.61
AFL, LLC, services	\$56,582.00
ANDERSON EXCAVATING CO, services	\$138,150.00
ASPHALT & CONCRETE MATERIALS, maint.	\$431.57
ASSET INSIGHT TECHNOLOGIES INC, services	\$2,630.73
BANK OF NEBRASKA, services	\$3,066.27
BAXTER CHRYSLER DODGE JEEP, maint.	\$14.62
BEST CARE EMPLOYEE ASST PROGRM, services	\$2,934.75
BISHOP BUSINESS EQUIPMENT, services	\$1,955.73
BLACK HILLS ENERGY, utilities	\$1,637.64
BLUE CROSS BLUE SHIELD, services	\$94,608.85
BOOT BARN, apparel	\$118.99
BRAD WOOD, services	\$150.00
BS&A SOFTWARE, services	\$1,500.00
BUETHE, P., travel	\$581.40
CENTER POINT PUBLISHING, books	\$352.92
CENTURY LINK, phones	\$70.24
CITY OF COUNCIL BLUFFS, services	\$60.00
CITY OF OMAHA, services	\$145,988.02
COLIBRI SYSTEMS NA, INC, media	\$815.00
COMP CHOICE INC, services	\$77.50
CONTINENTAL RESEARCH CORP, services	\$612.47
CORNHUSKER INTL TRUCKS INC, maint.	\$111.19
COX COMMUNICATIONS, services	\$143.00
CULLIGAN OF OMAHA, services	\$46.00
CUMMINS SALES AND SERVICE , maint.	\$62.00
DATASHIELD CORP, services	\$5.21
DELL MARKETING L.P., services	\$12,542.54
DEMCO INC, supplies	\$507.84
DLR GROUP, services	\$57,232.07
DULTMEIER SALES & SERVICE, maint.	\$68.95
DXP ENTERPRISES INC, services	\$90.00
ELAN FINANCIAL SERVICES, services/travel	\$17,072.82
ENTERPRISE FM TRUST, services	\$580.01
EXCEL PHYSICAL THERAPY, services	\$50.00
FEDEX, services	\$12.35
FIRST WIRELESS INC, services	\$454.40
FITZGERALD SCHORR BARMETTLER, services	\$33,659.00

# MINUTE RECORD

March 21, 2017

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

FOCUS PRINTING, services	\$8,150.60
FUTUREWARE DISTRIBUTING INC, services	\$248.00
GALE, books	\$293.13
GALLS LLC, apparel	\$599.71
GARROD, M., travel	\$113.90
GCR TIRES & SERVICE, maint.	\$446.89
GENERAL FIRE & SAFETY EQUIP CO, services	\$365.75
GENUINE PARTS CO, maint.	\$440.79
GRAYBAR ELECTRIC CO INC, bld&grnds	\$585.40
H & H CHEVROLET LLC, maint.	\$19.01
HARTS AUTO SUPPLY, maint.	\$256.00
HDR ENGINEERING INC, services	\$8,112.87
HEARTLAND PAPER, supplies	\$222.00
HOME DEPOT, bld&grnds	\$138.97
HONEYMAN RENT-ALL, services	\$31.61
HY-VEE, services	\$61.99
INDUSTRIAL SALES CO INC, bld&grnds	\$79.00
INGRAM LIBRARY SERVICES, books	\$1,641.77
KRIHA FLUID POWER CO INC, maint.	\$112.78
LANDPORT SYSTEMS INC, services	\$125.00
LCW PRODUCTIONS, services	\$500.00
LEAF CAPITAL FUNDING LLC, services	\$700.00
LEAGUE OF NEBR MUNICIPALITIES, services	\$775.00
MANPOWER, services	\$4,070.57
MARCO INC, services	\$368.53
MAX I WALKER UNIFORM, apparel	\$595.22
MENARDS-RALSTON, bld&grnds	\$27.88
METRO AREA TRANSIT, services	\$464.00
MIDWEST PLASTICS INC, supplies	\$262.45
MOBOTREX MOBILITY & TRAFFIC, services	\$695.00
MPH INDUSTRIES INC, services	\$107.57
MUD, utilities	\$167.73
NE DEPT OF MOTOR VEHICLES, services	\$19.80
NE DEPT OF REVENUE, sales tax	\$1,724.10
NE LIQUOR CONTROL COMMISSION, services	\$45.00
NE NOTARY ASSOCIATION, services	\$100.00
NE SALT & GRAIN CO, maint.	\$6,893.76
NEBRASKA LIFE MAGAZINE, books	\$49.95
NEW YORK TIMES, services	\$514.80
NMC EXCHANGE LLC, services	\$466.72
NUTS AND BOLTS INC, bld&grnds	\$2.36
ODB CO, maint.	\$65.05
OFFICE DEPOT INC, supplies	\$1,082.06
OLSSON ASSOCIATES, services	\$46,237.05
OMAHA WORLD-HERALD, services	\$1,096.12
OMNIGRAPHICS INC, media	\$141.55
OPPD, utilities	\$49,344.56
O'REILLY AUTOMOTIVE STORES, maint.	\$147.25
PAYLESS OFFICE PRODUCTS, supplies	\$196.88
PETTY CASH, cash drawer	\$100.00
PITNEY BOWES, services	\$1,038.00
PLAINS EQUIPMENT GROUP, maint.	\$1,295.71
QP ACE HARDWARE, bld&grnds	\$633.28
SAPP BROS INC, maint.	\$837.00
SCHOLASTIC LIBRARY PUBLISHING, books	\$334.10
SECRETARY OF STATE, services	\$20.00
SECURITY EQUIPMENT INC., services	\$1,652.25
SINNETT, HELEN, services	\$80.00
SPRINT, phones	\$642.40
THOMPSON DREESSEN & DORNER, services	\$212.50

# MINUTE RECORD

March 21, 2017

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

TOSHIBA FINANCIAL, services	\$127.40
TRANS UNION RISK, services	\$29.70
VAL VERDE ANIMAL HOSPITAL INC, services	\$28.84
WATER SHED INC, services	\$255.39
WEST OMAHA WINSUPPLY CO, maint.	\$1,081.42
WICK'S STERLING TRUCKS INC, services	\$235.39
WOODHAVEN COUNSELING ASSOCS, services	\$250.00
ZOO BOOKS MAGAZINE, media	\$54.90

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Street Supervisor Henkel reported that the water main line replacement on Park View Boulevard is progressing well.

### B. APPLICATION FOR REZONING – LOT 4, LAKEVIEW SOUTH II; LOT 1, LAKEVIEW SOUTH II REPLAT 4 LOTS 1 & 2, LAKEVIEW SOUTH II REPLAT 2; AND S 1551.37 FT. TAX LOT 4, 23-14-11 (NW OF 145<sup>TH</sup> & MEADOWS BLVD.)

#### 1. PUBLIC HEARING

At 7:04 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the application for rezoning.

At 7:05 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

#### 2. ORDINANCE – AMEND ZONING MAP

Councilmember Sell introduced Ordinance No. 1304 entitled; AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sheehan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Sell 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 Sell moved for final passage of the ordinance which motion was seconded by Councilmember Hale. The Mayor then stated the question, "Shall Ordinance No. 1304 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 Deputy City Clerk attested the passage/approval of the same and affixed her signature thereto.

#### 3. ORDINANCE – AMEND ZONING MAP

Councilmember Quick introduced Ordinance No. 1305 entitled; AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

# MINUTE RECORD

March 21, 2017

No. 728 — REEDILD & COMPANY, INC. OMAHA E1310558LD

Councilmember Sheehan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Crawford 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 Sell moved for final passage of the ordinance which motion was seconded by Councilmember Frederick. The Mayor then stated the question, "Shall Ordinance No. 1305 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 Deputy City Clerk attested the passage/approval of the same and affixed her signature thereto.

**C. APPLICATION FOR WAIVER, REVISED PRELIMINARY PLAT, FINAL PLAT,  
SUBDIVISION AGREEMENT, PUD SITE PLAN & CUP FOR AN  
AUTOMOBILE DEALERSHIP – TAX LOT 4 EXC S 1551.37 FT. & EXC ROW  
23-14-11 (SW OF 144<sup>TH</sup> & GILES ROAD)**

**1. PUBLIC HEARING**

At 7:09 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the application for waiver, revised Preliminary Plat, Final Plat, Subdivision Agreement, PUD Site Plan & CUP for an automobile dealership.

At 7:09 p.m. Councilmember Hale made a motion to continue the public hearing to a later meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

**D. CLASS D LIQUOR LICENSE APPLICATION – FANTASY'S INC. DBA  
SOUTHPORT FANTASY'S**

**1. PUBLIC HEARING**

At 7:10 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the application for the Class D Liquor License.

At 7:11 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

**2. RESOLUTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-029; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS D LIQUOR LICENSE APPLICATION FOR FANTASY'S INC DBA SOUTHPORT FANTASY'S, IN LA VISTA, NEBRASKA.

WHEREAS, Fantasy's Inc dba Southport Fantasy's, 7828 S 123<sup>rd</sup> Plaza, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

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WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class D Liquor License application submitted by Fantasy's Inc dba Southport Fantasy's, 7828 S 123<sup>rd</sup> Plaza, La Vista, Sarpy County, Nebraska.

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

## E. CLASS C LIQUOR LICENSE APPLICATION – PLAYMAKERS ENTERTAINMENT GROUP, LLC DBA PLAYMAKERS PIZZERIA & SPORTS GRILL

### 1. PUBLIC HEARING

At 7:11 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the application for the Class C Liquor License. Mike Boyd representing the applicant asked if there were any questions. Councilmember Sell asked when they plan to open. Mr. Boyd advised their goal is the middle of May or early June.

At 7:12 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: Hale. Absent: None. Motion carried.

### 2. RESOLUTION

Councilmember Frederick introduced and moved for the adoption of Resolution No. 17-030; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION FOR PLAYMAKERS ENTERTAINMENT GROUP, LLC DBA PLAYMAKERS PIZZERIA & SPORTS GRILL, IN LA VISTA, NEBRASKA.

WHEREAS, Playmakers Entertainment Group, LLC dba Playmakers Pizzeria & Sports Grill, 12744 Westport Parkway, Suite 1A, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by Playmakers Entertainment Group, LLC dba Playmakers Pizzeria & Sports Grill, 12744 Westport Parkway, Suite 1A, La Vista, Sarpy County, Nebraska.

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

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No. 729 — REEDFIELD & COMPANY, INC. OMAHA E131055BLD

## **F. RESOLUTION — INTERLOCAL COOPERATION AGREEMENT — NEBRASKA MULTISPORT AGENCY**

Mayor Kindig made a brief statement regarding the agenda item. Stating, "This agenda item proposes a structure for the multisport facilities. The bottom line for the City remains the same as originally discussed — the City (and County for that matter) will not be obligated to repay bonds issued to construct the multisport facilities, assuming the City does not enter into an agreement to do so. The interlocal agreement states this, and I understand any bonds will state this as well."

The structure also recognizes the impact of the multisport facilities beyond just the City; as impacting the County as well.

Under the proposed structure, the City and County would form an interlocal Agency.

Each would designate Board members of the Agency. The City would designate the Mayor and City Administrator to serve as its initial representatives.

The Agency would issue revenue bonds for the multisport facilities. The bonds would be payable solely from revenues of the Agency. The City and County would not be obligated to repay the bonds.

So the bottom line - this structure is proposed for carrying out the multisport facilities. If approved, it will be the first of many steps."

Councilmember Quick introduced and moved for the adoption of Resolution No.17-031; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY TO ESTABLISH THE NEBRASKA MULTISPORT AGENCY.

WHEREAS, Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act (Chapter 13, Article 8, Reissue Revised Statutes of Nebraska, as amended, the "Interlocal Act") authorize any two or more public agencies to exercise jointly any power or powers, privileges or authority exercised or capable of exercise by any of the participating public agencies, and to enter into agreements with one another for such purposes.

WHEREAS, Each of the City and the County (each a "Party" and, collectively, the "Parties") is a "public agency" as defined in the Interlocal Act and is authorized to acquire, operate and maintain real and personal property for the purpose of providing recreational facilities.

WHEREAS, Each Party deems it necessary, desirable, advisable and in its best interest to construct, equip, furnish, operate and maintain joint recreational facilities to be known as the "Nebraska Multisport Complex" (the "Project") and to enter into an Interlocal Cooperation Agreement for such purposes in the form presented with this resolution (the "Agreement").

WHEREAS, Each Party desires to enter into the Agreement to jointly establish, plan, construct, equip, furnish, operate and maintain the Project as provided in the Interlocal Act and the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City shall enter into an Interlocal Cooperation Agreement creating the Nebraska Multisport Agency with the County, and the Mayor and City Clerk be and they are hereby authorized to execute on behalf of the City said Agreement in substantially the form presented but with any changes as such officers shall deem appropriate for and on behalf of the City; and that the Mayor or his designee and City Administrator or her designee are hereby appointed to serve as the initial representatives of the City (each referred to as a "Board Member") to serve on the Board of Directors of the Agency formed pursuant to the Agreement. Each such Board Member shall be authorized to designate one or more alternates to act on his or her behalf as Board Member, unless and until the Council names one or more alternates to serve in such capacities.

This resolution shall be in full force and take effect from and after adoption as provided by law.

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Seconded by Councilmember Sell. Councilmember Sheehan asked if Sarpy County also had this on their agenda. Mayor Kindig said yes, and it passed five to zero. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **G. RESOLUTION – AUTHORIZE SUPPLEMENTAL AGREEMENT FOR ARCHITECTURAL SERVICES PUBLIC OFFSTREET PARKING FACILITIES – 84<sup>TH</sup> STREET PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT**

Councilmember Hale introduced and moved for the adoption of Resolution No.17-032; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP INC. FOR ADDITIONAL ARCHITECTURAL DESIGN SERVICES FOR PUBLIC OFFSTREET PARKING FACILITIES AND RELATED PUBLIC INFRASTRUCTURE IN THE 84<sup>TH</sup> STREET PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT AREA.

WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and

WHEREAS, the FY17 Capital Improvement Program budget provides funding for the proposed additional services for the project; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, Amendment No. 1 to a professional services agreement with DLR Group, Inc. for additional Architectural Design Services for public offstreet parking facilities and related public infrastructure in the 84<sup>th</sup> Street public improvement redevelopment project area is approved in form and content on file with the City Clerk, subject to any changes the City Administrator or City Engineer determines necessary or advisable.

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

## **H. RESOLUTION – AWARD BID – REPLACE CHILLER – CITY HALL/COMMUNITY CENTER**

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-033; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING THE BID TO MMC CONTRACTORS, OMAHA NEBRASKA FOR REPLACEMENT OF A CHILLER FOR THE CITY HALL/COMMUNITY CENTER BUILDING IN AN AMOUNT NOT TO EXCEED \$91,152.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the chiller at the City Hall/Community Center buildings is necessary; and

WHEREAS, the FY17 General Fund Budget provides funding for the replacement; and

WHEREAS, Bids were solicited and four bids were received, and

WHEREAS, MMC Contractors, Omaha Nebraska has submitted the lowest most responsible bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the bid to MMC Contractors, Omaha Nebraska for replacement of the chiller at the City Hall/Community Center buildings in an amount not to exceed \$91,152.

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Seconded by Councilmember Frederick. 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 – SUBURBAN – PUBLIC WORKS

Councilmember Quick introduced and moved for the adoption of Resolution No.17-034; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2017 CHEVROLET 1500 4X4 SUBURBAN FROM HUSKER AUTO COMMERCIAL FLEET, LINCOLN, NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$41,363.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a suburban for the Director of Public Works is necessary, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) 2017 Chevrolet 1500 4X4 Suburban from Husker Auto Commercial Fleet, Lincoln, Nebraska for an amount not to exceed \$41,363.

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

## J. RESOLUTION – AUTHORIZATION TO PURCHASE – PICKUP – PUBLIC WORKS

Councilmember Sell introduced and moved for the adoption of Resolution No.17-035; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2017 CHEVROLET 3500 CREW CAB 4X4 HEAVY DUTY PICKUP TRUCK FROM SID DILLON COMMERCIAL/FLEET DIVISION, WAHOO, NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$57,300.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a pickup truck for the Streets Division is necessary, and

WHEREAS, the FY17 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 of one (1) 2017 Chevrolet 3500 Crew Cab 4X4 heavy duty pickup truck from Sid Dillon Commercial/Fleet Division, Wahoo, Nebraska for an amount not to exceed \$57,300.

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

## K. RESOLUTION – AUTHORIZATION TO PURCHASE – SPREADER – PUBLIC WORKS

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-036; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) BONNELL

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BVDA, 12' X 4' X 12', DUAL AUGER STAINLESS STEEL SPREADER FROM MIDWEST SERVICES & SALES CO., SCHUYLER, NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$15,365.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a spreader for the Streets Division is necessary, and

WHEREAS, the FY17 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 of one (1) Bonnell BVDA, 12' x 4' x 12', Dual Auger Stainless Steel Spreader from Midwest Services & Sales Co., Schuyler, Nebraska for an amount not to exceed \$15,365.

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

## L. RESOLUTION – AUTHORIZATION TO PURCHASE – JOHN DEERE EQUIPMENT – PUBLIC WORKS

Councilmember Sell introduced and moved for the adoption of Resolution No.17-037; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) JOHN DEERE 1570 FRONT MOWER AND DECK; ONE (1) JOHN DEERE HPX DIESEL GATOR; ONE (1) BROYHILL STADIUM 80 GALLON SPRAYER; ONE (1) JOHN DEERE H260 LOADER ARMS, BUCKET AND SNOW BLADE FROM DEERE & COMPANY, CARY, NC FOR AN AMOUNT NOT TO EXCEED \$53,683.95.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of equipment for the Parks and Sports Complex Divisions is necessary, and

WHEREAS, the FY 17 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 of one (1) John Deere 1570 Front Mower and Deck; one (1) John Deere HPX Diesel Gator; one (1) Broyhill Stadium 80 Gallon Sprayer; one (1) John Deere H260 Loader Arms, Bucket and Snow Blade from Deere & Company, Cary, NC for an amount not to exceed \$53,683.95.

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

## M. RESOLUTION – AUTHORIZATION TO PURCHASE – MOWER – PUBLIC WORKS

Councilmember Frederick introduced and moved for the adoption of Resolution No.17-038; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) LAZER Z X-SERIES FX921V MOWER FROM EXMARK MFG. CO. INC. IN AMOUNT NOT TO EXCEED \$15,598.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a mower for the Soccer Complex is necessary, and

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WHEREAS, the FY17 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 one (1) Lazer Z X-Series FX921V mower from Exmark Mfg. Co. Inc. in amount not to exceed \$15,598.00.

Seconded by Councilmember Thomas. Mayor Kindig asked what this mower will be used for. Public Works Director Soucie stated it would primarily be utilized at the Sport complex to maintain the fields. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **N. RESOLUTION – AUTHORIZATION TO PURCHASE – COMPUTER EQUIPMENT – WESTERN STATES CONTRACTING ALLIANCE, DELL**

Councilmember Quick introduced and moved for the adoption of Resolution No.17-039; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TECHNOLOGY RELATED ITEMS FOR THE LIBRARY FROM WESTERN STATES CONTRACTING ALLIANCE (WSCA) AND DELL IN AN AMOUNT NOT TO EXCEED \$8,016.48.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of technology related items for the library is necessary; and

WHEREAS, the FY 17 Computer Budget provides funding for the proposed Information Technology purchases; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of technology related items for the library, from Western States Contracting Alliance (WSCA) and Dell in an amount not to exceed \$8,016.48.

Seconded by Councilmember Frederick. 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.

## **COMMENTS FROM MAYOR AND COUNCIL**

Councilmember Frederick thanked the Library staff for the activities over spring break and also thanked the Recreation staff for the way the basketball leagues ran that he coached teams in. Mayor Kindig stated the legislature remains active and the session is half over.

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

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NO. 728 — REDFIELD & COMPANY, INC., OMAHA E1310556LD

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC  
City Clerk

A-3

City of La Vista  
Park & Recreation Advisory Committee Minutes  
February 15, 2017

A meeting of the Park and Recreation Advisory Committee for the City of LaVista convened in open and public session at 7:00 p.m. on February 15, 2017. Present was Director Scott Stopak, Assistant Director David Karlson, Denny Dinan from Recreation Dept., and Tony White from Public Works Parks Dept. Advisory Board Members present were Chairperson Pat Lodes, Members Greg Johnson and Gene Svensen, and Jeff Kupfer.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on February 8, 2017. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated, in advance notice, to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

#### CALL TO ORDER

Director Stopak called the meeting to order.

Stopak led the audience in the Pledge of Allegiance.

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

#### A. CONSENT AGENDA

1. Director Stopak asked for a motion to approve the Minutes and Program Information from the January 18, 2017 meeting. Motion made by Chairperson Lodes. Seconded by Member Johnson. All Aye. Motion carried.

#### 2. REPORTS FROM RECREATION DIRECTOR AND STAFF

##### **Special Programs, Events and Senior Center** Submitted by David Karlson

➤ Assistant Director Karlson reported on special programs, events and the Senior Center.

- Karlson thanked Denny, Sue and the rest of the city staff from La Vista and Papillion for their help on the Senior Valentine's Day luncheon held today, February 15<sup>th</sup>. This is a cooperative event between the City of La Vista and Papillion. It was the largest yet, with approximately 150 seniors from the surrounding area enjoying lunch catered by Hy-Vee, and entertainment by the Papillion-La Vista High School Jazz Band before and during lunch. After lunch, vocalist Joyce Torcia from Merry Makers sang a variety of songs that everyone enjoyed. It is an annual event that has been occurring for many years, and everyone looks forward to it.
- Preschool Playtime met 9 times in January and had 231 preschoolers and 188 adults with an average of over 25.6 preschoolers and 21 adults attend each session. Preschool Playtime has continued to grow again in January.
- Ms. Jen from the La Vista Library hosted her monthly Preschool Story-time and Sing-Along on the first Thursday of the month. She had 38 preschoolers and 26 parents attend. This was our largest crowd since the start of the program.

- Preschool Craft Day had 27 preschoolers and 35 adults decorate snowmen with bingo daubers and markers.

### **Senior Center**

- Throughout each month, seniors are able to attend a lunch catered by Valley Food Services on Monday, Wednesday and Friday. They can play Bingo on Monday and Friday, Chair Volleyball on Wednesday and Friday, participate in Tai Chi on Tuesday and Thursday, join our quilting/sewing/knitting-crocheting group each Wednesday, and play Pinochle on the first and third Wednesday of each month. In addition, on Monday morning we have a Coloring Book Club, and on the second Wednesday of each month, we have the Sarpy/Cass Department of Health & Wellness Senior CARE Clinic at the Center, providing foot care and other miscellaneous health care to seniors for a minimal fee.
- Wednesday January 4<sup>th</sup>, 26 seniors helped us celebrate with a “Post Noon Year’s Eve Party” which included the very popular band “George and the Jrs”.
- On Tuesday January 24<sup>th</sup>, 8 seniors joined us on our monthly movie outing to see the movie “Sully”.
- In late January, over 30 seniors participated in 3 days of competition in our “Senior Winter Olympic Games”. The games included Hot Wheel races, javelin throw (with pool noodles), a spelling bee, bean bag toss, free throw contest, timed jigsaw puzzle challenge, chair volleyball and of course, several rounds of Olympic Bingo! As it worked out, all of the participants were able to win at least one prize. Some of the seniors said they would like to do this quarterly, so that is something we will think about.
- On January 25<sup>th</sup> Merrymakers performer Billy Troy performed for 27 seniors.

### **Youth and Adult Sports**

**Submitted by Denny Dinan**

- Dinan discussed youth and adult sports and special events.
  - Adult Women’s Volleyball is in week 7 of a 14-week season. We have 9 teams playing in the winter league.
  - Youth Basketball League is in week 6 of an 8-week season. Tournament play will start the first week of March and run for 2 weeks.  
Youth Basketball Clinic for grades 1 & 2 finished on Saturday, February 11. The clinic ran for an hour each Saturday and lasted 5 weeks. We had 35 participants in the clinic this year which is up from the 23 participants we had last year. We had 8 volunteers from the Police Department conduct the coaching clinic. The kids really enjoyed having them as coaches this year.
  - Major League Baseball’s Pitch, Hit & Run Competition is scheduled for Saturday, April 22<sup>nd</sup> at 11a.m. at the La Vista Sports Complex. This is our 2<sup>nd</sup> PH&R event, and once again we are hosting it in conjunction with Sarpy County Tourism.
  - Registrations are now being accepted for the following programs:
    - Youth:
      - Boy’s Baseball registration deadline is Mar 11<sup>th</sup>. The season will begin in April.
      - Co-Ed flag football registration deadline is Mar 18<sup>th</sup>, and the season starts in April.
      - Youth soccer clinic (Academy and League) registration deadline is Mar 18<sup>th</sup>, with the season beginning in April.
      - Girls Softball registration deadline is Mar 25<sup>th</sup>, and the season also begins in April.
      - Co-ed T-ball registration deadline is May 13<sup>th</sup>, season starts in June.

**Adult:**

- Softball (Coed and Men's) registration deadline is March 25<sup>th</sup> or until filled. The softball season begins in April.

**Public Works-Parks Dept.**

**Tony White, Public Works-Parks Dept.**

- White updated the Board Members on activities the Parks Dept. have been and will be working on.
  - Working on sheet metal at the complex which should be finished soon;
  - busy mulching trails, right-a-ways and throughout the city;
  - working on mowers and getting ready for the summer.

Stopak asked White to describe his position and duties at Public Works. White said Rob George is his supervisor (Park Foreman) and they primarily work at City Park during the spring and summer months. They maintain the fields and surrounding areas of City Park, which usually takes  $\frac{1}{2}$  to  $\frac{3}{4}$  of the day. The rest of the day they help out at the Sports Complex, the pool, trimming trees, or other jobs needed throughout the city.

**COMMENTS FROM THE FLOOR**

None.

**COMMENTS FROM COMMITTEE MEMBERS**

Chairperson Lodes asked Dinan if the Adult Softball was filling up as always? Dinan said the registrations just started on February 1<sup>st</sup>, so we only have a few so far.

Director Stopak reminded the Members that Joe Juarez had resigned his seat on the Advisory Board, so if they knew of anyone who was interested to let them know of the opening. Chairperson Lodes suggested posting it on the City's Facebook page if possible. Stopak said he will look into it.

Chairperson Lodes motioned for adjournment. Seconded by Member Svensen. All ayes. Motion carried. Adjourned at 7:15 p.m.

A-4



# Invoice

Reference Invoice Number with Payment

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

HDR invoice No. 1200040513  
Invoice Date 13-MAR-2017  
Invoice Amount Due \$7,498.76  
Payment Terms 30 NET

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

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

Project Management for Services for Public Improvements and Other Works.

---

**Professional Services**

From: 05-FEB-2017 To: 04-MAR-2017

<b>Professional Services Summarization</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Amount</b>
Project Controller	0.50		48.50
Project Manager	25.00		5,400.00
Sr. Civil Engineer	13.00		2,007.80
	<b>38.60</b>		<b>\$7,456.30</b>
		<b>Total Professional Services</b>	<b>\$7,456.30</b>

<b>Expense Summarization</b>	<b>Quantity</b>	<b>Billing Rate</b>	<b>Amount</b>
Mileage Personal	74.00		39.60
Printing/Reprographics			2.86
		<b>Total Expenses</b>	<b>\$42.46</b>

**Amount Due This Invoice (USD)** **\$7,498.76**

Fee Amount	\$25,000.00
Fee Invoiced to Date	\$15,611.63
Fee Remaining	\$9,388.37

<b>HDR Internal Reference Only</b>	
Client Number	41331
Cost Center	10134
Project Number	10053040

05.11.0909.03  
R. Ramirez  
3/20/17

Consent Agenda 4/4/17 pb

## APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF / PAGES 2

TO OWNER: City of LaVista, NE  
8116 Park View Blvd  
LaVista, NE 68128

FROM CONTRACTOR: Anderson Excavating Co. VIA ARCHITECT: Oisson Associates

CONTRACT FOR: 1920 Dorcas St. Omaha, NE 68108

PROJECT: Demolition & Site Prep APPLICATION NO.: 04  
Mixed-Use Redevelopment Project Area PERIOD TO: 3/31/17  
CD-17-007 PROJECT NOS.: 016-0546

2111 South 60th St, Suite 200  
Omaha, NE 68106

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM .....	\$ 1,092,235.10	
2. Net change by Change Orders.....	\$ 6,155.40	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,098,390.50	
4. TOTAL COMPLETE & STORED TO DATE .....	\$ 602,851.00	
5. RETAINAGE:		
a. 5% of Complete Work	\$ 29,992.55	
b. 5% of Stored Material	\$ 150.00	
Total Retainage (Line 5a + 5b). ....	\$ 30,142.55	
6. TOTAL EARNED LESS RETAINAGE .....	\$ 572,708.45	
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 460,383.30	
8. CURRENT PAYMENT DUE.....	\$ 112,325.15	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 525,682.05	
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	6,155.40	0.00
Total approved this Month	0.00	0.00
TOTALS	6,155.40	0.00
NET CHANGES by Change Order	6,155.40	

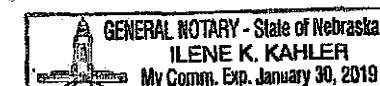
The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By Leanne M. Anderson Date: 3/33/17

State of: Nebraska  
County of: Douglas

Subscribed and sworn to before  
me this 23<sup>rd</sup> day of March, 2017



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 in the AMOUNT CERTIFIED.

O. K. to pay

AMOUNT CERTIFIED \$ 112,325.15  
CB-17-007

8MK 3-27-2017

05.71.0908.03

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

ARCHITECT: ENGINEER

By: Tony E. S. Date: 3/27/17

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

Concent Agenda 4/4/17 (b)

D  
I  
G

## CONTINUATION SHEET

## AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 04

APPLICATION DATE: 3/22/17

PERIOD TO: 3/31/17

ARCHITECT'S PROJECT NO.: CD-17-007

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE 5%
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD				
101	Phase 1 Building Demo	378,000.00	283,500.00	25,000.00	0.00	308,500.00	82%	69,500.00
102	Phase 2 Building Demo	27,035.00	0.00	0.00	0.00	0.00	0%	27,035.00
103	Phase 1 Utility Demo	86,900.00	23,000.00	10,000.00	0.00	33,000.00	38%	53,900.00
104	Phase 2 Utility Demo	9,900.00	0.00	0.00	0.00	0.00	0%	9,900.00
105	Phase 1 Clearing & Grubbing	16,000.00	14,000.00	2,000.00	0.00	16,000.00	100%	0.00
106	Phase 2 Clearing & Grubbing	2,600.00	0.00	0.00	0.00	0.00	0%	2,600.00
107	Phase 1 Pavement Removal	226,151.00	185,830.00	20,000.00	0.00	205,830.00	91%	20,321.00
108	Phase 2 Pavement Removal	25,128.00	0.00	0.00	0.00	0.00	0%	25,128.00
109	Excavation On-Site	186,300.00	0.00	22,000.00	0.00	22,000.00	12%	164,300.00
110	Embankment - Borrow	42,000.00	0.00	0.00	0.00	0.00	0%	42,000.00
111	Install Silt Fence	9,300.00	0.00	9,300.00	0.00	9,300.00	100%	0.00
112	Construction Entrance	3,500.00	0.00	0.00	0.00	0.00	0%	3,500.00
113	Install Curb Inlet Protection	4,800.00	4,800.00	0.00	0.00	4,800.00	100%	0.00
114	Install Area Inlet Protection	21.00	7.00	14.00	0.00	21.00	100%	0.00
115	Install ECS-C125	7,600.00	0.00	0.00	0.00	0.00	0%	7,600.00
116	Install Seeding - Type B	23,100.00	0.00	0.00	0.00	0.00	0%	23,100.00
117	Install Cover Crop Seeding	9,100.00	0.00	0.00	0.00	0.00	0%	9,100.00
118	Install Mulching	18,200.00	0.00	0.00	0.00	0.00	0%	18,200.00
119	Install Anti Vortex Device	16,600.00	0.00	0.00	3,000.00	3,000.00	18%	13,600.00
		1,092,235. <sup>10</sup>	511,537.00	88,314.00	3,000.00	602,851.00	55%	489,384. <sup>10</sup>
								30,142.55

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

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Check #	Check Date	Vendor Name	Amount	Voided
123620	03/22/2017	ARTHUR J GALLAGHER RISK	194,643.00	N
123621	03/22/2017	OAKHAVEN HOMES INC	54,898.67	N
123622	03/22/2017	OLSSON ASSOCIATES	7,159.03	N
123623	03/22/2017	PETTY CASH-PAM BUETHE	306.28	N
123624	03/22/2017	THOMPSON DREESSEN & DORNER	57,958.25	N
123625	03/22/2017	CHRIS MADDEN	825.00	N
123626	03/28/2017	HURST, JEAN	276.00	N
123627	03/28/2017	TSL TERMINALS LTD	4,200.00	N
123628	04/04/2017	BEAUMONT, MITCH	148.00	N
123629	04/04/2017	BIG RIG TRUCK ACCESSORIES INC	165.00	N
123630	04/04/2017	BLACK HILLS ENERGY	4,667.63	N
123631	04/04/2017	BOB'S RADIATOR REPAIR CO INC	344.00	N
123632	04/04/2017	BRYAN ROCK PRODUCTS	1,633.06	N
123633	04/04/2017	BUILDERS SUPPLY CO INC	22.19	N
123634	04/04/2017	CENTER POINT PUBLISHING	266.64	N
123635	04/04/2017	CENTURY LINK	789.47	N
123636	04/04/2017	CENTURY LINK BUSN SVCS	261.00	N
123637	04/04/2017	CONSOLIDATED MANAGEMENT	59.57	N
123638	04/04/2017	CORNHUSKER INTL TRUCKS INC	45.40	N
123639	04/04/2017	COX COMMUNICATIONS	2.26	N
123640	04/04/2017	DEARBORN NATIONAL LIFE INS CO	1,085.00	N
123641	04/04/2017	DIAMOND VOGEL PAINTS	100.00	N
123642	04/04/2017	DIGITAL ALLY INCORPORATED	65.00	N
123643	04/04/2017	EMBLEMS INC	200.00	N
123644	04/04/2017	EXCHANGE BANK	305.00	N
123645	04/04/2017	FIRST NATIONAL BANK FREMONT	620,953.00	N
123646	04/04/2017	FITZGERALD SCHORR BARMETTLER	31,194.10	N
123647	04/04/2017	GALE	126.70	N
123648	04/04/2017	GALLS LLC	1,563.00	N
123649	04/04/2017	GCR TIRES & SERVICE	474.89	N
123650	04/04/2017	GRAYBAR ELECTRIC COMPANY INC	484.60	N
123651	04/04/2017	H & H CHEVROLET LLC	6.42	N
123652	04/04/2017	HANEY SHOE STORE	101.99	N
123653	04/04/2017	HOME DEPOT CREDIT SERVICES	218.00	N
123654	04/04/2017	HSMC ORIZON LLC	6,428.69	N
123655	04/04/2017	HUNTEL COMMUNICATIONS, INC	155.00	N
123656	04/04/2017	HY-VEE INC	877.22	N
123657	04/04/2017	INDUSTRIAL SALES COMPANY INC	194.60	N
123658	04/04/2017	J & J SMALL ENGINE SERVICE	461.31	N
123659	04/04/2017	LARSEN SUPPLY COMPANY	85.21	N
123660	04/04/2017	ROBERT S LAUSTEN JR	1,680.00	N
123661	04/04/2017	LOU'S SPORTING GOODS	227.99	N
123662	04/04/2017	LOVELAND GRASS PAD	22.74	N
123663	04/04/2017	MANAGEMENT EDUCATION GROUP IN	11,806.42	N
123664	04/04/2017	MAX I WALKER UNIFORM RENTAL	674.19	N
123665	04/04/2017	MENARDS-RALSTON	303.83	N
123666	04/04/2017	METROPOLITAN UTILITIES DIST.	3,435.47	N
123668	04/04/2017	MID-AMERICAN BENEFITS INC	611.00	N
123669	04/04/2017	NATIONAL EVERYTHING WHOLESALE	434.24	N
123670	04/04/2017	NEBRASKA ENVIRONMENTAL PRODS	4,485.00	N
123671	04/04/2017	NEBRASKA NOTARY ASSOCIATION	100.00	N
123672	04/04/2017	OCLC INC	129.42	N
123673	04/04/2017	OFFICE DEPOT INC	632.09	N
123674	04/04/2017	PAPILLION SANITATION	957.44	N
123675	04/04/2017	PETTY CASH-PAM BUETHE	400.00	N
123676	04/04/2017	PLAINS EQUIPMENT GROUP	90.82	N
123677	04/04/2017	PROGRESSIVE BUSINESS	990.00	N
123678	04/04/2017	PROJECT LIFESAVER INTL	141.48	N
123679	04/04/2017	REDSHAW PAINT SUPPLY INC	359.45	N
123680	04/04/2017	SARPY COUNTY TREASURER	9,282.75	N

User: AHultberg

DB: La Vista

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123657	04/04/2017	INDUSTRIAL SALES COMPANY INC	194.60	N
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123665	04/04/2017	MENARDS-RALSTON	303.83	N
123666	04/04/2017	METROPOLITAN UTILITIES DIST.	3,435.47	N
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123669	04/04/2017	NATIONAL EVERYTHING WHOLESALE	434.24	N
123670	04/04/2017	NEBRASKA ENVIRONMENTAL PRODS	4,485.00	N
123671	04/04/2017	NEBRASKA NOTARY ASSOCIATION	100.00	N
123672	04/04/2017	OCLC INC	129.42	N
123673	04/04/2017	OFFICE DEPOT INC	632.09	N
123674	04/04/2017	PAPILLION SANITATION	957.44	N
123675	04/04/2017	PETTY CASH-PAM BUETHE	400.00	N
123676	04/04/2017	PLAINS EQUIPMENT GROUP	90.82	N
123677	04/04/2017	PROGRESSIVE BUSINESS	990.00	N
123678	04/04/2017	PROJECT LIFESAVER INTL	141.48	N
123679	04/04/2017	REDSHAW PAINT SUPPLY INC	359.45	N
123680	04/04/2017	SARPY COUNTY TREASURER	9,282.75	N

User: AHultberg

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
123681	04/04/2017	SPRINT	119.97	N
123682	04/04/2017	STITCHIN' AUTO UPHOLSTERY	152.50	N
123683	04/04/2017	SUBURBAN NEWSPAPERS INC	52.50	N
123684	04/04/2017	SUNSET LAW ENFORCEMENT LTD	3,439.20	N
123685	04/04/2017	THEATRICAL MEDIA SERVICES INC	120.00	N
123686	04/04/2017	UNITED PARCEL SERVICE	15.98	N
123687	04/04/2017	VERIZON WIRELESS	104.67	N
123688	04/04/2017	VERIZON WIRELESS	128.67	N
123689	04/04/2017	WAL-MART COMMUNITY BRC	2,375.35	N
123690	04/04/2017	WATKINS CONCRETE BLOCK CO INC	32.00	N
123691	04/04/2017	WICK'S STERLING TRUCKS INC	1,171.20	N
123692	04/04/2017	GALLS LLC	139.50	N
123693	04/04/2017	PROUHET, TOMMY	35.28	N
TOTAL:				1,038,401.33

APPROVED BY COUNCIL MEMBERS ON: 04/04/2017

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ITEM B

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 4, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FY 2015/2016 AUDIT REPORT — BKD, LLP	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

**SYNOPSIS**

A resolution has been prepared to accept the audit for the twelve months ending September 30, 2016. The Council will also be accepting the audit for the Economic Development Fund – LB840.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The certified public accountants, BKD, LLP have submitted to the City their *Accountants' Report and General Purpose Financial Statement*. The audit states that the City's financial statements were tested and disclosed no instances of noncompliance with *Government Auditing Standards*.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FISCAL YEAR 2015-2016 MUNICIPAL AUDIT AS PREPARED BY THE AUDITING FIRM OF BKD, LLP, OMAHA, NEBRASKA.

WHEREAS, the City of La Vista has contracted with the firm of BKD, LLP, Omaha, Nebraska, to complete an audit of the City's fiscal year 2015-2016 municipal operations; and

WHEREAS, BKD, LLP has completed said audit and provided copies of their findings.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, that the 2015-2016 municipal audit is hereby accepted and approved.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

**CITY OF LA VISTA**

---

**Douglas Kindig, Mayor**

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

# **City of La Vista, Nebraska**

Independent Auditor's Report and Financial Statements

September 30, 2016



# **City of La Vista, Nebraska**

**September 30, 2015**

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## Independent Auditor's Report

The Mayor and City Council  
City of La Vista, Nebraska

We have audited the accompanying financial statements of the governmental activities, the business-type activities and each major fund of the City of La Vista, Nebraska (the City), as of and for the year ended September 30, 2016 and the related notes to the financial statements, which collectively comprise the City's basic financial statements listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities and each major fund of the City of La Vista, Nebraska as of September 30, 2015, and the respective changes in financial position and where applicable, cash flows, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the budgetary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. Our opinion on the basic financial statements is not affected by this missing information.

*BKD, LLP*

Omaha, Nebraska  
March 28, 2017

**City of La Vista, Nebraska**  
**Statement of Net Position**  
**September 30, 2016**

	<b>Governmental Activities</b>	<b>Business-type Activities</b>	<b>Total</b>
<b>Assets</b>			
Cash and cash equivalents	\$ 12,677,462	\$ 1,101,953	\$ 13,779,415
Restricted cash and cash equivalents	11,808,563	-	11,808,563
Cash at County Treasurer	80,339	-	80,339
Certificates of deposit	3,617,142	251,321	3,868,463
Investments	3,363,090	-	3,363,090
Receivables	18,585,981	415,848	19,001,829
Prepaid expenses	43,298	-	43,298
Capital assets			
Nondepreciable	15,027,532	9,524	15,037,056
Depreciable, net	<u>40,352,829</u>	<u>5,300,718</u>	<u>45,653,547</u>
Total assets	<u>105,556,236</u>	<u>7,079,364</u>	<u>112,635,600</u>
<b>Deferred Outflows of Resources</b>			
Deferred charge on refunding	<u>692,094</u>	<u>-</u>	<u>692,094</u>
<b>Liabilities</b>			
Accounts payable	968,378	568,485	1,536,863
Accrued expenses	1,441,050	77,155	1,518,205
Sales tax refunds payable	1,597,923	-	1,597,923
Compensated absences			
Payable within one year	40,407	3,966	44,373
Payable in more than one year	<u>1,275,634</u>	<u>118,848</u>	<u>1,394,482</u>
Notes payable			
Due within one year	33,948	-	33,948
Due in more than one year	82,762	-	82,762
Bonds payable			
Due within one year	3,985,000	-	3,985,000
Due in more than one year	<u>54,554,010</u>	<u>-</u>	<u>54,554,010</u>
Total liabilities	<u>63,979,112</u>	<u>768,454</u>	<u>64,747,566</u>
<b>Net Position</b>			
Net investment in capital assets	26,375,291	5,308,491	31,683,782
Restricted for community development	3,036,143	-	3,036,143
Restricted for debt service	4,127,637	-	4,127,637
Restricted for community betterment	1,981,247	-	1,981,247
Unrestricted	<u>6,748,900</u>	<u>1,002,419</u>	<u>7,751,319</u>
Total net position	<u>\$ 42,269,218</u>	<u>\$ 6,310,910</u>	<u>\$ 48,580,128</u>

**City of La Vista, Nebraska**  
**Statement of Activities**  
**Year Ended September 30, 2016**

							Net Revenues (Expenses) and Changes in Net Position		
	Program Revenues								
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total		
<b>Primary Government</b>									
Governmental activities									
General government	\$ 3,180,352	\$ 535,652	\$ 461,619	\$ -	\$ (2,183,081)	\$ -	\$ -	\$ (2,183,081)	
Public safety	6,473,034	-	42,863	-	(6,430,171)	-	-	(6,430,171)	
Public works	3,851,418	-	1,590,273	693,334	(1,567,811)	-	-	(1,567,811)	
Culture and recreation	2,800,325	285,461	-	-	(2,514,864)	-	-	(2,514,864)	
Community betterment	534,331	1,282,710	-	-	748,379	-	-	748,379	
Community development	851,063	-	-	-	(851,063)	-	-	(851,063)	
Interest on long-term debt	2,048,414	-	-	-	(2,048,414)	-	-	(2,048,414)	
Total governmental activities	<u>19,738,937</u>	<u>2,103,823</u>	<u>2,094,755</u>	<u>693,334</u>	<u>(14,847,025)</u>	<u>-</u>	<u>-</u>	<u>(14,847,025)</u>	
Business-type activities									
Sewer	3,299,763	3,299,328	22,918	-	-	22,483	-	22,483	
Golf	668,985	246,215	-	-	-	(422,770)	-	(422,770)	
Total business-type activities	<u>3,968,748</u>	<u>3,545,543</u>	<u>22,918</u>	<u>-</u>	<u>-</u>	<u>(400,287)</u>	<u>-</u>	<u>(400,287)</u>	
<b>Total Primary Government</b>	<b><u>\$ 23,707,685</u></b>	<b><u>\$ 5,649,366</u></b>	<b><u>\$ 2,117,673</u></b>	<b><u>\$ 693,334</u></b>	<b><u>(14,847,025)</u></b>	<b><u>(400,287)</u></b>	<b><u>(400,287)</u></b>	<b><u>(15,247,312)</u></b>	
<b>General Revenues</b>									
Property taxes					7,281,504	-	-	7,281,504	
Sales and use taxes					9,087,248	-	-	9,087,248	
Occupation taxes					1,764,230	-	-	1,764,230	
Motor vehicle taxes					444,213	-	-	444,213	
Interest income					1,274,167	1,693	-	1,275,860	
Miscellaneous					918,311	(91,491)	-	826,820	
Sales tax refunds					(179,393)	-	-	(179,393)	
Transfers					12,500	(12,500)	-	-	
Total general revenues and transfers					<u>20,602,780</u>	<u>(102,298)</u>	<u>-</u>	<u>20,500,482</u>	
<b>Change in Net Position</b>					<b>5,755,755</b>	<b>(502,585)</b>	<b>-</b>	<b>5,253,170</b>	
<b>Net Position, Beginning of Year</b>					<b>36,513,463</b>	<b>6,813,495</b>	<b>-</b>	<b>43,326,958</b>	
<b>Net Position, End of Year</b>					<b><u>\$ 42,269,218</u></b>	<b><u>\$ 6,310,910</u></b>	<b><u>\$ 48,580,128</u></b>		

**City of La Vista, Nebraska**  
**Balance Sheet –**  
**Governmental Funds**  
**September 30, 2016**

	<b>General Fund</b>	<b>Debt Service Fund</b>	<b>Keno Fund</b>	<b>Capital Improvements Fund</b>	<b>Economic Development Fund</b>	<b>84th Street Redevelopment Fund</b>	<b>Total Governmental Funds</b>
<b>Assets</b>							
Cash and cash equivalents	\$ 4,024,671	\$ 3,924,340	\$ 635,774	\$ 460,828	\$ 319,071	\$ 3,312,778	\$ 12,677,462
Restricted cash and cash equivalents	-	706,535	-	-	-	11,102,028	11,808,563
Cash at County Treasurer	69,880	10,459	-	-	-	-	80,339
Certificates of deposit	2,763,178	-	853,964	-	-	-	3,617,142
Investments	2,511,379	35,305	816,406	-	-	-	3,363,090
Due from other funds	-	1,072,415	-	354,198	-	-	1,426,613
Receivables	1,391,442	893,023	114,858	-	15,810,692	375,966	18,585,981
Prepaid expenses	43,298	-	-	-	-	-	43,298
Total assets	<b>\$ 10,803,848</b>	<b>\$ 6,642,077</b>	<b>\$ 2,421,002</b>	<b>\$ 815,026</b>	<b>\$ 16,129,763</b>	<b>\$ 14,790,772</b>	<b>\$ 51,602,488</b>
<b>Liabilities</b>							
Accounts payable	\$ 247,379	\$ 5,969	\$ 107,217	\$ 550,549	\$ -	57,264	\$ 968,378
Accrued expenses	383,721	-	75,651	-	-	-	459,372
Due to other funds	988,758	107,935	247,036	-	-	82,884	1,426,613
Total liabilities	<b>1,619,858</b>	<b>113,904</b>	<b>429,904</b>	<b>550,549</b>	<b>-</b>	<b>140,148</b>	<b>2,854,363</b>
<b>Deferred Inflows of Resources</b>							
Unavailable revenues	<b>52,980</b>	<b>503,693</b>	<b>24,851</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>581,524</b>
<b>Fund Balances</b>							
Nonspendable	43,298	-	-	-	-	-	43,298
Restricted for:							
Debt service	-	6,024,480	-	-	-	-	6,024,480
Community betterment	-	-	1,966,247	-	-	-	1,966,247
Economic development	-	-	-	-	16,129,763	-	16,129,763
84th street redevelopment	-	-	-	-	-	14,650,624	14,650,624
Committed for:							
Capital improvements	-	-	-	264,477	-	-	264,477
Unassigned	<b>9,087,712</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,087,712</b>
Total fund balances	<b>9,131,010</b>	<b>6,024,480</b>	<b>1,966,247</b>	<b>264,477</b>	<b>16,129,763</b>	<b>14,650,624</b>	<b>48,166,601</b>
Total liabilities, deferred inflows of resources and fund balances	<b>\$ 10,803,848</b>	<b>\$ 6,642,077</b>	<b>\$ 2,421,002</b>	<b>\$ 815,026</b>	<b>\$ 16,129,763</b>	<b>\$ 14,790,772</b>	<b>\$ 51,602,488</b>

**City of La Vista, Nebraska**  
**Reconciliation of the Balance Sheet**  
**of Governmental Funds to the**  
**Statement of Net Position**  
**September 30, 2016**

**Total Fund Balances - Total Governmental Funds** \$ 48,166,601

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets, net of accumulated depreciation used in governmental activities, are not financial resources and, therefore, are not reported in the funds. 55,380,361

Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds. Other related amounts include interest payable of \$790,834, bond premiums of \$225,355 and bond discounts of \$31,345. Amount also includes retainage payable of \$183,370. (59,639,775)

Deferred outflows of resources related to refunded debt are not current financial resources, and therefore, are not reported in the funds. 692,094

Compensated absences are not due and payable in the current period and, therefore, are not reported in the funds. (1,313,664)

Sales tax refunds payable are not due and payable in the current period and, therefore, are not reported in the funds. (1,597,923)

Deferred inflows represents funds not available in the current period and, therefore, are not recognized as revenue in the governmental funds. 581,524

**Net Position of Governmental Activities** \$ 42,269,218

**City of La Vista, Nebraska**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances –**  
**Governmental Funds**  
**Year Ended September 30, 2016**

	General Fund	Debt Service Fund	Keno Fund	Capital Improvements Fund	Economic Development Fund	84th Street Redevelopment Fund	Total
<b>Revenues</b>							
Property tax	\$ 5,359,150	\$ 1,940,787	\$ -	\$ -	\$ -	\$ -	\$ 7,299,937
Sales and use tax	4,543,624	2,271,812	-	-	-	2,271,812	9,087,248
Occupation tax	1,769,846	-	-	-	-	-	1,769,846
Motor vehicle tax	440,159	4,054	-	-	-	-	444,213
Licenses and permits	535,652	-	-	-	-	-	535,652
Intergovernmental	2,078,377	-	-	754,943	-	-	2,833,320
Charges for services	285,461	-	-	-	-	-	285,461
Keno	-	-	1,282,710	-	-	-	1,282,710
Interest income	23,367	41,402	3,016	45	1,186,593	5,321	1,259,744
Special assessments	-	129,801	-	-	-	-	129,801
Miscellaneous	351,781	518,018	27,923	-	-	-	897,722
Total revenues	<u>15,387,417</u>	<u>4,905,874</u>	<u>1,313,649</u>	<u>754,988</u>	<u>1,186,593</u>	<u>2,277,133</u>	<u>25,825,654</u>
<b>Expenditures</b>							
Current							
General government	2,428,173	526,274	50,271	-	-	-	3,004,718
Public works	2,058,528	-	-	-	-	-	2,058,528
Public safety	5,850,116	-	-	-	-	-	5,850,116
Culture and recreation	2,455,107	-	-	-	-	-	2,455,107
Community betterment	-	-	534,331	-	-	-	534,331
Community development	489,953	-	-	-	3,872	357,238	851,063
State sales tax refunds	386,623	193,311	-	-	-	193,311	773,245
Capital outlay	295,372	-	-	3,155,026	-	-	3,450,398
Debt service							
Principal retirement	32,982	11,583,974	-	-	685,000	-	12,301,956
Interest	3,813	704,205	-	-	1,311,427	-	2,019,445
Total expenditures	<u>14,000,667</u>	<u>13,007,764</u>	<u>584,602</u>	<u>3,155,026</u>	<u>2,000,299</u>	<u>550,549</u>	<u>33,298,907</u>
<b>Excess (Deficiency) of Revenues</b>							
Over (Under) Expenditures	<u>1,386,750</u>	<u>(8,101,890)</u>	<u>729,047</u>	<u>(2,400,038)</u>	<u>(813,706)</u>	<u>1,726,584</u>	<u>(7,473,253)</u>
<b>Other Financing Sources (Uses)</b>							
Proceeds from refunding of bonds payable	-	10,310,000	-	-	-	11,215,000	21,525,000
Proceeds from bond premium	-	107,574	-	-	-	-	107,574
Transfers	(1,417,674)	(1,037,699)	(408,771)	2,428,146	600,000	(139,002)	25,000
Total other financing sources (uses)	<u>(1,417,674)</u>	<u>9,379,875</u>	<u>(408,771)</u>	<u>2,428,146</u>	<u>600,000</u>	<u>11,075,998</u>	<u>21,657,574</u>
<b>Net Change in Fund Balances</b>							
<b>Fund Balances, Beginning of Year</b>	<b>9,161,934</b>	<b>4,746,495</b>	<b>1,645,971</b>	<b>236,369</b>	<b>16,343,469</b>	<b>1,848,042</b>	<b>33,982,280</b>
<b>Fund Balances, End of Year</b>	<b>\$ 9,131,010</b>	<b>\$ 6,024,480</b>	<b>\$ 1,966,247</b>	<b>\$ 264,477</b>	<b>\$ 16,129,763</b>	<b>\$ 14,650,624</b>	<b>\$ 48,166,601</b>

**City of La Vista, Nebraska**  
**Reconciliation of the Statement of Revenues, Expenditures, and**  
**Changes in Fund Balances of Governmental Funds to the**  
**Changes in Net Position of Governmental Activities**  
**Year Ended September 30, 2016**

<b>Net Change in Fund Balances - Total Governmental Funds</b>	\$ 14,184,321
<p>Amounts reported for governmental activities in the statement of activities are different because:</p>	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which depreciation exceeded capital outlay in the current period.	527,477
The issuance of long-term debt provides current financial resources to governmental funds, but increases long-term liabilities in the statement of net position. Also, governmental funds report the effect of premiums, discounts and similar items when the debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	(21,599,922)
Repayment of bond, note and warrant principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.	12,301,956
In the statement of activities, interest is accrued on outstanding bonds and notes, whereas in governmental funds, an interest expenditure is reported when due.	51,771
Compensated absences do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	(46,412)
Sales tax refunds do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds until the refunds are paid. This is the amount by which payments made in the governmental funds exceed refunds accrued in the statement of activities.	593,872
Deferred inflows represent funds not available in the current period and, therefore, are not recognized as revenue in the governmental funds.	(164,068)
Governmental funds report capital asset transfers to proprietary funds as expenditures. However, in the statement of activities, these transfers are shown at the net value.	(12,500)
Amortization on deferred amounts on refunding that do not represent activity in the governmental funds.	(80,740)
<b>Change in Net Position of Governmental Activities</b>	<b><u>\$ 5,755,755</u></b>

# City of La Vista, Nebraska

## Balance Sheet – Proprietary Funds September 30, 2016

	Golf Fund	Sewer Fund	Total
<b>Assets</b>			
<b>Current Assets</b>			
Cash and cash equivalents	\$ 264,742	\$ 837,211	\$ 1,101,953
Certificates of deposit	-	251,321	251,321
Accounts receivable	-	415,848	415,848
Due from other funds	-	31,708	31,708
<b>Total current assets</b>	<b>264,742</b>	<b>1,536,088</b>	<b>1,800,830</b>
<b>Non-Current Assets</b>			
Land	-	9,524	9,524
Equipment and furniture	215,389	1,309,701	1,525,090
Utility systems	-	7,709,542	7,709,542
Vehicles	108,643	378,062	486,705
Buildings and improvements	-	9,365	9,365
Accumulated depreciation	(280,051)	(4,149,933)	(4,429,984)
<b>Capital assets - net of depreciation</b>	<b>43,981</b>	<b>5,266,261</b>	<b>5,310,242</b>
<b>Total assets</b>	<b>\$ 308,723</b>	<b>\$ 6,802,349</b>	<b>\$ 7,111,072</b>
<b>Liabilities and Net Position</b>			
<b>Current Liabilities</b>			
Accounts payable	\$ 3,985	\$ 564,500	\$ 568,485
Accrued expenses	9,033	68,122	77,155
Due to other funds	31,708	-	31,708
Compensated absences - current portion	632	3,334	3,966
<b>Total current liabilities</b>	<b>45,358</b>	<b>635,956</b>	<b>681,314</b>
<b>Non-Current Liabilities</b>			
Compensated absences	16,545	102,303	118,848
<b>Total non-current liabilities</b>	<b>16,545</b>	<b>102,303</b>	<b>118,848</b>
<b>Net Position</b>			
Net investment in capital assets	42,230	5,266,261	5,308,491
Unrestricted	204,590	797,829	1,002,419
<b>Total net position</b>	<b>246,820</b>	<b>6,064,090</b>	<b>6,310,910</b>
<b>Total liabilities and net position</b>	<b>\$ 308,723</b>	<b>\$ 6,802,349</b>	<b>\$ 7,111,072</b>

**City of La Vista, Nebraska**  
**Statement of Revenues, Expenses, and Changes in Net Position –**  
**Proprietary Funds**  
**Year Ended September 30, 2016**

	<b>Golf Fund</b>	<b>Sewer Fund</b>	<b>Total</b>
<b>Operating Revenues</b>			
User fees	\$ 201,746	\$ 3,065,249	\$ 3,266,995
Permits and hookups	-	234,079	234,079
Grant income	-	22,918	22,918
Merchandise sales	42,069	-	42,069
Other revenue	2,400	-	2,400
 Total operating revenues	 246,215	 3,322,246	 3,568,461
<b>Operating Expenses</b>			
General and administrative	91,793	543,603	635,396
Cost of merchandise sold	19,853	-	19,853
Maintenance	489,742	2,525,913	3,015,655
Depreciation and amortization	67,597	230,247	297,844
 Total operating expenses	 668,985	 3,299,763	 3,968,748
<b>Operating Income (Loss)</b>	 (422,770)	 22,483	 (400,287)
<b>Nonoperating Revenues (Expenses)</b>			
Interest income	266	1,427	1,693
Loss on disposal of capital asset	-	(91,491)	(91,491)
 Total nonoperating revenues (expenses)	 266	 (90,064)	 (89,798)
<b>Loss Before Transfers and Capital Contributions</b>	 (422,504)	 (67,581)	 (490,085)
<b>Operating Transfer</b>	 -	 (25,000)	 (25,000)
<b>Capital Contribution</b>	 -	 12,500	 12,500
<b>Change in Net Position</b>	 (422,504)	 (80,081)	 (502,585)
<b>Net Position, Beginning of Year</b>	 669,324	 6,144,171	 6,813,495
<b>Net Position, End of Year</b>	  <b>\$ 246,820</b>	  <b>\$ 6,064,090</b>	  <b>\$ 6,310,910</b>

**City of La Vista, Nebraska**  
**Statement of Cash Flows –**  
**Proprietary Funds**  
**Year Ended September 30, 2016**

	<b>Golf Fund</b>	<b>Sewer Fund</b>	<b>Total</b>
<b>Cash Flows from Operating Activities</b>			
Receipts from customers	\$ 246,214	\$ 3,290,988	\$ 3,537,202
Payments to suppliers	(99,629)	(2,574,010)	(2,673,639)
Payments to employees	(193,179)	(761,884)	(955,063)
Grant income	-	22,918	22,918
Net cash used in operating activities	<u>(46,594)</u>	<u>(21,988)</u>	<u>(68,582)</u>
<b>Cash Flows from Noncapital Financing Activities</b>			
Transfers	-	(25,000)	(25,000)
Net repayments between funds	<u>25,278</u>	<u>867,454</u>	<u>892,732</u>
Net cash provided by noncapital financing activities	<u>25,278</u>	<u>842,454</u>	<u>867,732</u>
<b>Cash Flows from Capital and Related Financing Activities</b>			
Acquisition of capital assets	(21,500)	(345,415)	(366,915)
Principal paid on notes	-	(14,316)	(14,316)
Interest paid on notes	<u>(1,987)</u>	-	<u>(1,987)</u>
Net cash used in capital and related financing activities	<u>(23,487)</u>	<u>(359,731)</u>	<u>(383,218)</u>
<b>Cash Flows from Investing Activities</b>			
Interest income	<u>266</u>	<u>547</u>	<u>813</u>
Net cash provided by investing activities	<u>266</u>	<u>547</u>	<u>813</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	<b><u>(44,537)</u></b>	<b><u>461,282</u></b>	<b><u>416,745</u></b>
<b>Cash and Cash Equivalents, Beginning of Year</b>	<b><u>309,279</u></b>	<b><u>375,929</u></b>	<b><u>685,208</u></b>
<b>Cash and Cash Equivalents, End of Year</b>	<b><u>\$ 264,742</u></b>	<b><u>\$ 837,211</u></b>	<b><u>\$ 1,101,953</u></b>
<b>Reconciliation of Operating Loss to Net Cash Provided by (Used in) Operating Activities</b>			
Operating (loss) income	\$ (422,770)	\$ 22,483	\$ (400,287)
Adjustments to reconcile operating loss to net cash provided by (used in) operating activities:			
Depreciation, amortization and impairment	379,649	230,247	609,896
Increase in receivables	-	(8,340)	(8,340)
Decrease in payables and accrued expenses	<u>(3,473)</u>	<u>(266,378)</u>	<u>(269,851)</u>
<b>Net Cash Used in Operating Activities</b>	<b><u>\$ (46,594)</u></b>	<b><u>\$ (21,988)</u></b>	<b><u>\$ (68,582)</u></b>
<b>Supplemental Cash Flows Information</b>			
Transfer of capital item from governmental activities	\$ -	\$ 12,500	\$ 12,500

# **City of La Vista, Nebraska**

## **Notes to Financial Statements**

### **September 30, 2016**

#### **Note 1: Summary of Significant Accounting Policies**

##### ***Introduction***

The accounting and reporting framework and the more significant accounting principles and practices of the City of La Vista, Nebraska (the “City”) are discussed in the subsequent section of this Note. The remainder of the Notes are organized to provide explanations, including required disclosures, of the City’s financial activities for the fiscal year ended September 30, 2016.

The City of La Vista, Nebraska operates under a Council-Mayor form of government and provides the following services: public safety (Police and Fire), public works (highway and streets), sanitary sewer, culture and recreation, community development (public improvements), planning and zoning, and general administrative services.

##### ***Financial Reporting Entity***

These financial statements present the financial statements of the City as the primary government. In determining its reporting entity, the City has considered all potential component units for which it is financially accountable, including other organizations which are fiscally dependent on the City, or the significance of their relationship with the City is such that exclusion would make the financial statements misleading or incomplete. The Governmental Accounting Standards Board (“GASB”) has set forth criteria to be considered in determining financial accountability, which was used in making this evaluation.

The City has determined the La Vista Municipal Facilities Corporation is a blended component unit as the governing body consists of members appointed by the City government and the City is obligated to help support the component unit. A blended component unit, although a legally separate entity, is a direct part of the government’s operations.

##### ***Measurement Focus, Basis of Accounting and Financial Statement Presentation***

The financial statements of the City are prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”).

The government-wide statements are prepared using the economic resources measurement focus and the accrual basis of accounting, generally including the reclassification or elimination of internal activity (between or within funds). Accordingly, all of the City’s assets, deferred outflows of resources, liabilities and deferred inflow of resources, including capital assets and long-term liabilities, are included in the statement of net position. However, internal eliminations do not include utility services provided to City departments. Reimbursements are reported as reductions to expenses. Proprietary fund financial statements also report using this same focus and basis of accounting although internal activity is not eliminated in these statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property tax revenues are recognized in the year for which they are levied while grants are recognized when grantor eligibility requirements are met.

# **City of La Vista, Nebraska**

## **Notes to Financial Statements**

**September 30, 2016**

### **Note 1: Summary of Significant Accounting Policies - Continued**

#### ***Measurement Focus, Basis of Accounting and Financial Statement Presentation - Continued***

Governmental fund financial statements are prepared using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period and that it is legally available for such purposes. Expenditures are recorded when the related fund liability is incurred, except for debt service expenditures and other certain long-term obligations, which are reported as expenditures in the year due.

Major revenues that are determined to be susceptible to accrual include real estate taxes, sales taxes, earned interest, and charges for services. Major revenues not susceptible to accrual because they are either not available early enough to pay liabilities from the current period or are not measurable until received include franchise taxes, special assessments, licenses, permits, and fines. Revenues not considered available are recorded as deferred inflows of resources.

Operating income reported in proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as non-operating in the financial statements.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed.

#### ***Basis of Presentation***

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the City as a whole excluding fiduciary activities. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes and City general revenues, from business-type activities, generally financed in whole or in part with fees charged to external customers.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program or business segment is self-financing or draws from the general revenues of the City.

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 1: Summary of Significant Accounting Policies - Continued**

***Basis of Presentation - Continued***

Net position should be reported as restricted when constraints placed on net position use are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

Separate financial statements are provided for governmental funds and proprietary funds. Fund financial statements report detailed information about the City. The focus of governmental and enterprise fund financial statements is on major funds rather than reporting funds by type. Major individual funds are reported in separate columns in the fund financial statements. A fund is considered major if it is the primary operating fund of the City, meets specific criteria set forth by GASB or is identified as a major fund by the City's management.

***Fund Types and Major Funds***

Governmental funds are those through which most general governmental functions of the City are financed. Governmental funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases and decreases in net current assets.

The City reports the following major governmental funds:

General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. Revenues are derived primarily from property and other local taxes, state and federal distributions, licenses, permits, charges for services and interest income.

Debt Service Fund is used to account for financial resources that are restricted for, and the payment of, general long-term debt principal, interest, and related costs.

Keno Fund is used to account for the revenues and expenses related to the Keno operations of the City. These funds are used for community betterment.

Capital Improvements Fund is used to account for financial resources that are committed to expenditures for capital outlay.

Economic Development Fund is used to account for revenues and expenditures to support the City's commercial developments, rehabilitate residential neighborhoods and expand industrial development in order to ensure economic stability and vitality of the City.

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 1: Summary of Significant Accounting Policies - Continued**

***Fund Types and Major Funds - Continued***

84<sup>th</sup> Street Redevelopment Fund is used to account for revenues and expenditures to support the redevelopment of the 84<sup>th</sup> Street corridor between Harrison Street and Giles Street to improve the economic viability of a town center and central park. A voter approved sales tax levy provides the revenue for this fund.

Proprietary funds are used to account for the City's ongoing organizations and activities that are similar to those often found in the private sector. Proprietary funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included in the balance sheet. Proprietary fund operating statements present increases and decreases in total net position.

The City reports the following major proprietary funds:

Sewer Fund accounts for the activities of the government's sewer utility.

Golf Fund accounts for the activities of the government's golf course.

***Cash and Investments***

The City maintains a cash deposit pool that is available for use by all funds. The pool consists of bank deposits and investments. The equity of proprietary funds in this pool is considered to be cash and cash equivalents for purposes of the statement of cash flows. In addition, cash and investments are separately held by several of the City's funds.

Nonnegotiable certificates of deposit are carried at amortized cost, which approximates fair value. The City invests in an external investment pool which primarily invests in government agency securities, certificates of deposit, demand deposits and repurchase agreements which are valued at amortized cost, which approximates fair value based on the short-term nature of the investments. The City carries its interest in the external investment pool at amortized cost. All other investments are carried at fair value. Fair value is determined using quoted market prices.

Investment income includes dividend and interest income and the net change for the year in the fair value of investments carried at fair value. Investment income is assigned to the funds with which the related investment asset is associated.

***Special Assessments***

Special assessments are recorded as revenue in the year the assessments become current. Annual installments not yet due are reflected as special assessments receivables and deferred inflows of resources.

# **City of La Vista, Nebraska**

## **Notes to Financial Statements**

**September 30, 2016**

### **Note 1: Summary of Significant Accounting Policies - Continued**

#### ***Unbilled Sewer Revenue***

Billings for sewer revenues are rendered on a monthly basis. Unbilled sewer revenues, representing estimated consumer usage for the period between the last billing date and the end of the year, have been recorded.

#### ***Capital Assets and Depreciation***

The City's property, plant, equipment, and infrastructure with useful lives of more than one year are stated at historical cost and comprehensively reported in the government-wide financial statements; proprietary capital assets are also reported in their respective fund. The City maintains infrastructure asset records consistent with all other capital assets. The City generally capitalizes assets with a cost of \$2,500 or more as purchase and construction outlays occur. Such assets are recorded at historical cost or estimated historical cost. Donated assets are stated at acquisition value on the date donated. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized.

Capital assets are depreciated using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations.

Estimated useful lives, in years, for depreciable assets are as follows:

Buildings	10 – 45 years
Improvements	5 – 30 years
Infrastructure	20 – 60 years
Equipment, furniture, and fixtures	5 – 20 years

#### ***Long-lived Asset Impairment***

The City evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset is less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value.

An impairment loss of \$312,052 was recognized in the golf course fund for the year ended September 30, 2016, based on the closure of the golf course and future redevelopment of this area. This loss is included in maintenance expense in the statement of revenues, expenses and changes in net position within the proprietary funds. Fair value was determined based on golf course and related improvements expected to be demolished during redevelopment of 84<sup>th</sup> Street.

# **City of La Vista, Nebraska**

## **Notes to Financial Statements**

**September 30, 2016**

### **Note 1: Summary of Significant Accounting Policies - Continued**

#### ***Deferred Outflows/Inflows of Resources***

In addition to assets, the statement of financial position or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has one item that qualifies for reporting in this category, the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The City has one item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category and is reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from property taxes, special assessments, and grants that are deferred and recognized as an inflow of resources in the period that the amounts become available.

#### ***Long-Term Obligations***

In government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond discounts or premiums are amortized over the terms of the respective bonds using a method that approximates the effective interest method.

The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures.

#### ***Compensated Absences***

Vacation leave and other compensated absences with similar characteristics are accrued as the benefits are earned if the leave is attributable to past services and it is probable that the City will compensate the employees for such benefits. Sick leave and other compensated absences with similar characteristics are accrued as the benefits are earned only to the extent that it is probable that the City will compensate the employees for such benefits. Such accruals are based on current salary rates plus an additional amount for compensation-related payments such as Social Security and Medicare taxes and pension amounts using rates in effect at that date.

# **City of La Vista, Nebraska**

## **Notes to Financial Statements**

**September 30, 2016**

### **Note 1: Summary of Significant Accounting Policies - Continued**

#### ***Compensated Absences - Continued***

Vacation and sick leave is accrued in accordance with the City's policy, when incurred in the government-wide and proprietary fund financial statements. In the governmental funds, only compensated absences expected to be liquidated with expendable available financial resources are recorded as a fund liability.

#### ***Sales Tax Refunds Payable***

Qualified companies in the State of Nebraska are allowed certain benefits under various legislative acts and incentive programs, including refunds of sales and use taxes paid. These refunds can include the local option tax as well as state taxes. Under state statute, the State Tax Commissioner must notify an affected city, village, county, or municipal county of any refund claims of more than twenty-five thousand dollars by June 15 of a given year. The notification must be made by July 1 of the same year and the refund will be made on or after November 15. The City accrues these tax refunds due upon receipt of notification from the State Tax Commissioner.

#### ***Net Position***

Net position is required to be classified into three components – net investment in capital assets, restricted, and unrestricted. These classifications are defined as follows:

*Net investment in capital assets* – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvements of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvements of those assets are also included in this component of net position. If there are significant unspent related debt proceeds at year-end, the portion of debt attributable to unspent proceeds is not included in the calculation of net investment in capital assets.

*Restricted* – This component of net position consists of restrictions placed on net position use through external constraints imposed by creditors (such as debt covenants), contributors, or law or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

*Unrestricted* – This component consists of net position that does not meet the definition of “restricted” or “net investment in capital assets.”

# **City of La Vista, Nebraska**

## **Notes to Financial Statements**

**September 30, 2016**

### **Note 1: Summary of Significant Accounting Policies - Continued**

#### ***Fund Balance Classification***

The fund balances for the City's governmental funds are displayed in five components:

*Nonspendable* – Nonspendable fund balances are not in a spendable form or are required to be maintained intact.

*Restricted* – Restricted fund balances may be spent only for the specific purposes stipulated by external resource providers, constitutionally or through enabling legislation. Restrictions may be changed or lifted only with the consent of resource providers.

*Committed* – Committed fund balances may be used only for the specific purposes determined by resolution of the City Council. Commitments may be changed or lifted only by issuance of a resolution by the City Council.

*Assigned* – Assigned fund balances are intended to be used by the City for specific purposes as determined by management. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund. At September 30, 2016, the City did not have any assigned funds.

*Unassigned* – Unassigned fund balance is the residual classification for the general fund and includes all amounts not contained in the other classifications.

Fund balances are classified as restricted, committed, assigned, or unassigned. When expenditures are incurred that use funds from more than one classification, the City will generally determine the order which the funds are used on a case-by-case basis, taking into account any applicable requirements of grant agreements, contracts, business circumstances, or other constraints. If no other constraints exist, the order of spending of resources will be restricted, committed, assigned and, lastly, unassigned.

#### ***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

# **City of La Vista, Nebraska**

## **Notes to Financial Statements**

### **September 30, 2016**

#### **Note 2: Budget and Budgetary Accounting**

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- The City's department heads and mid-level managers prepare and submit budget requests for the following fiscal year to the City Administrator who then reviews the request with the department and division heads.
- After this review process has been completed, the City Administrator presents these budget requests to the Mayor and City Council along with recommendations as to what changes, if any, should be made. These budget requests and recommendations are reviewed by the City Council at meetings open to the public.
- A public hearing on the budget is then conducted at a City Council meeting to obtain comments from citizens.
- Prior to September 20, the City Council legally enacts the ensuing fiscal year's budget through the passage of a resolution adopting the budget.
- Formal budgetary integration is employed as a management control device during the year for the General, Debt Service and Proprietary Funds.
- The budgets adopted are stated on a cash basis of accounting which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

#### **Note 3: Deposits and Investments**

##### ***Deposits***

Custodial credit risk is the risk that in the event of a bank failure, a government's deposits may not be returned to it. The City's deposit policy for custodial credit risk requires compliance with the provisions of state law.

State law requires collateralization of all deposits with federal depository insurance; bonds and other obligations of the U.S. Treasury, U.S. agencies or instrumentalities of the State of Nebraska; bonds of any city, county, school district or special road district of the State of Nebraska; bonds of any state; or a surety bond having an aggregate value at least equal to the amount of the deposits. The statutes allow pledged securities to be reduced by the amount of the deposit insured by the Federal Deposit Insurance Corporation (FDIC).

At September 30, 2016, all of the City's deposits in excess of FDIC limits are covered by collateral held in a Federal Reserve pledge account or by an agent of the City.

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 3: Deposits and Investments - Continued**

***Investments***

Generally, the City's investing activities are managed under the custody of the City Finance Director. The City does not have a specific investment policy, but follows state statutes. The City may legally invest in state-sponsored pooled investment funds and in direct obligations of and other obligations guaranteed as to principal by the U.S. Treasury and U.S. Agencies and instrumentalities.

*Interest Rate Risk* – Interest rate risk is the risk that changes in interest rates (market rates) will affect the fair value of an investment.

*Custodial Credit Risk* – Custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investment or collateral securities that are in possession of an outside party.

*Credit Risk* – Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The City's only investments are units of participation in the short-term investment pool of the Nebraska Public Agency Investment Trust ("NPAIT"). NPAIT is a special purpose government established under Nebraska statute. The investment pool or trust is not registered and is not rated for credit risk. The City limits its interest rate risk by investing only in the short-term pool, which consists primarily of government agency or government securitized investments with maturities of less than one year. The amount invested in the NPAIT pool was \$3,363,090 at September 30, 2016.

*Concentration of Credit Risk* – The City places no limit on the amount that may be invested in any one issuer.

***Summary of Carrying Values***

The carrying values of deposits and investments are included in the government-wide statement of net position as follows:

Carrying Values	
Cash at County Treasurer	\$ 80,339
Deposits	29,456,441
Investments	<u>3,363,090</u>
	<u><u>\$ 32,899,870</u></u>

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 3: Deposits and Investments - Continued**

***Summary of Carrying Values - Continued***

Included in the following statement of net position captions as follows:

Cash and cash equivalents	\$ 13,779,415
Restricted cash and cash equivalents	11,808,563
Cash at Country Treasurer	80,339
Certificates of deposit	3,868,463
Investments	<u>3,363,090</u>
	<u><u>\$ 32,899,870</u></u>

**Note 4: Disclosures About Fair Value of Assets and Liabilities**

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a hierarchy of three levels of inputs that may be used to measure fair value:

- Level 1** Quoted prices in active markets for identical assets or liabilities
- Level 2** Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities
- Level 3** Unobservable inputs supported by little or no market activity and are significant to the fair value of the assets or liabilities

***Investments***

The City's investments in external pooled investments are carried at cost and thus are not included within the fair value hierarchy.

**Note 5: Property Taxes**

The tax levy for the City is certified by the Sarpy County Board each year. Real estate taxes are due and attached as an enforceable lien on December 31 following the levy date. The first half of real estate taxes becomes delinquent on April 1 and the second half becomes delinquent August 1 following the levy date. Delinquent taxes bear interest at a 14% annual rate. Property taxes are collected by the County Treasurer and are periodically remitted to the City.

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 5: Property Taxes - Continued**

The tax rate to finance governmental services other than the payment of principal and interest on long-term debt for the year ended September 30, 2016, was \$0.4100 per \$100 of assessed valuation and the debt service requirement was \$0.1400 per \$100 of assessed valuation. The assessed valuation for the 2015-2016 tax year was \$1,331,138,549.

**Note 6: Receivables**

Receivables at September 30, 2016, consist of the following:

Fund	Taxes	Accounts Receivable	Special Assessments	Interest	Note Receivable	Gross Receivables	Allowance for Uncollectibles	Net Receivables
General	\$ 822,159	\$ 569,283	\$ -	\$ -	\$ -	\$ 1,391,442	\$ -	\$ 1,391,442
Debt Service	400,146	-	502,885	180,422	-	1,083,453	190,430	893,023
Keno	-	114,858	-	-	-	114,858	-	114,858
84th Street Redevelopment	375,966	-	-	-	-	375,966	-	375,966
Economic Development	-	-	-	-	15,810,692	15,810,692	-	15,810,692
Sewer	-	415,848	-	-	-	415,848	-	415,848
	<b>\$ 1,598,271</b>	<b>\$ 1,099,989</b>	<b>\$ 502,885</b>	<b>\$ 180,422</b>	<b>\$ 15,810,692</b>	<b>\$ 19,192,259</b>	<b>\$ 190,430</b>	<b>\$ 19,001,829</b>

**Note Receivable**

The City has a note receivable (“Loan”) from an entity associated with the interests of developer John Q. Hammons and related companies and entities (“developer”), an owner and developer of hotels and motels, for an economic development project involving construction of two hotels and a conference center in the City. The Hammons Interests are all privately held and have undertaken to provide only limited publicly available financial information. The City obtained a deed of trust on the conference center in connection with the Loan.

As of September 30, 2016, the balance of the loan with the developer was \$15,810,692 with an interest rate equal to the average coupon rate of the bonds issued to fund the loan. The balance of the note is due in a single balloon payment on September 30, 2017.

In June of 2016, the developer filed for protection under Chapter 11 of the United States Bankruptcy Code. Significant payments remain outstanding on the Loan, including all of the principal amount. Payments received by the City on the Loan have not been pledged for the payment of economic development bonds and are subject to being applied to other economic development purposes so long as the Loan remains outstanding. The City will remain obligated on the economic development bonds, including certain tax revenues and sales tax revenues of the City, regardless of whether the principal of the Loan is repaid. It is unclear what impact such bankruptcy filing will have on the repayment of the Loan. The developer has continued making quarterly interest payments since filing bankruptcy. Management has determined that no allowance is necessary at September 30, 2016.

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 7: Capital Assets and Depreciation**

Capital asset activity for the year ended September 30, 2016, was as follows:

	<b>Beginning Balance</b>	<b>Increases</b>	<b>Decreases</b>	<b>Transfers</b>	<b>Ending Balance</b>
<b>Governmental Activities</b>					
Land, not being depreciated	\$ 11,344,222	\$ -	\$ -	\$ -	\$ 11,344,222
Construction in progress	<u>3,275,023</u>	<u>3,249,645</u>	<u>-</u>	<u>(2,841,358)</u>	<u>3,683,310</u>
Total capital assets, not being depreciated	<u>14,619,245</u>	<u>3,249,645</u>	<u>-</u>	<u>(2,841,358)</u>	<u>15,027,532</u>
Capital assets, being depreciated					
Buildings	18,930,700	-	-	155,465	19,086,165
Improvements/infrastructure	53,995,232	-	-	2,639,097	56,634,329
Equipment/furniture/vehicles	<u>9,377,831</u>	<u>259,196</u>	<u>(140,397)</u>	<u>34,296</u>	<u>9,530,926</u>
Total capital assets, being depreciated	<u>82,303,763</u>	<u>259,196</u>	<u>(140,397)</u>	<u>2,828,858</u>	<u>85,251,420</u>
Accumulated Depreciation					
Buildings	(10,452,420)	(733,843)	-	-	(11,186,263)
Improvements/infrastructure	(24,785,792)	(1,651,298)	-	-	(26,437,090)
Equipment/furniture/vehicles	<u>(6,952,879)</u>	<u>(462,756)</u>	<u>140,397</u>	<u>-</u>	<u>(7,275,238)</u>
Total accumulated depreciation	<u>(42,191,091)</u>	<u>(2,847,897)</u>	<u>140,397</u>	<u>-</u>	<u>(44,898,591)</u>
Capital assets being depreciated, net	<u>40,112,672</u>	<u>(2,588,701)</u>	<u>-</u>	<u>2,828,858</u>	<u>40,352,829</u>
Governmental activities capital assets, net	<u>\$ 54,731,917</u>	<u>\$ 660,944</u>	<u>\$ -</u>	<u>\$ (12,500)</u>	<u>\$ 55,380,361</u>

Depreciation was charged to functions/programs as follows:

<b>Governmental Activities</b>	
General government	\$ 161,875
Public safety	624,838
Culture and recreation	275,088
Public works	<u>1,786,096</u>
Total governmental activities depreciation expense	<u>\$ 2,847,897</u>

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 7: Capital Assets and Depreciation - Continued**

	<b>Beginning Balance</b>	<b>Increases</b>	<b>Decreases</b>	<b>Ending Balance</b>
<b>Business-type Activities</b>				
Land, not being depreciated	\$ 9,524	\$ -	\$ -	\$ 9,524
Capital assets, being depreciated				
Golf course	1,623,903	-	(1,623,903)	-
Building and improvements	9,365	-	-	9,365
Sewer line system	7,697,042	12,500	-	7,709,542
Equipment and furniture	1,875,163	399,415	(262,783)	2,011,795
Total capital assets, being depreciated	<u>11,205,473</u>	<u>411,915</u>	<u>(1,886,686)</u>	<u>9,730,702</u>
Accumulated depreciation				
Golf course	(1,255,415)	(55,436)	1,310,851	-
Building and improvements	(9,365)	-	-	(9,365)
Sewer line system	(3,012,752)	(149,609)	-	(3,162,361)
Equipment and furniture	(1,305,251)	(92,799)	139,792	(1,258,258)
Total accumulated depreciation	<u>(5,582,783)</u>	<u>(297,844)</u>	<u>1,450,643</u>	<u>(4,429,984)</u>
Capital assets being depreciated, net	<u>5,622,690</u>	<u>114,071</u>	<u>(436,043)</u>	<u>5,300,718</u>
Business-type activities capital assets, net	<u>\$ 5,632,214</u>	<u>\$ 114,071</u>	<u>\$ (436,043)</u>	<u>\$ 5,310,242</u>

Depreciation was charged to functions/programs as follows:

<b>Business-type Activities</b>	
Golf	\$ 67,597
Sewer	<u>230,247</u>
Total business-type activities depreciation expense	<u>\$ 297,844</u>

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 8: Long-term Liabilities**

General obligation bonds, issued by the City for various municipal improvements, are repaid with property taxes recorded in the Debt Service Fund. The City has pledged its full faith and credit as collateral for the general obligation bonds. The City has no debt outstanding subject to legal debt limitations. The City's borrowing capacity is restrained by maintaining the City's debt at a responsible level.

The following is a summary of long-term debt activity of the City for the year ended September 30, 2016:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Reductions</b>	<b>Ending Balance</b>	<b>Due Within One Year</b>
<b>Governmental Activities</b>					
Long-term debt					
General obligation bonds	\$ 48,945,000	\$ 10,310,000	\$ 12,125,000	\$ 47,130,000	\$ 3,985,000
Bond anticipation notes	-	11,215,000	-	11,215,000	-
Installment notes payable	149,692	-	32,982	116,710	33,948
Premium/discount on bonds issued	147,459	73,036	26,485	194,010	-
Other long-term liabilities					
Compensated absences	<u>1,267,252</u>	<u>737,833</u>	<u>689,044</u>	<u>1,316,041</u>	<u>40,407</u>
Governmental activities long-term liabilities	<u><u>\$ 50,509,403</u></u>	<u><u>\$ 22,335,869</u></u>	<u><u>\$ 12,873,511</u></u>	<u><u>\$ 59,971,761</u></u>	<u><u>\$ 4,059,355</u></u>
<b>Business-type Activities</b>					
Long-term debt					
Installment notes payable	\$ 14,316	\$ -	\$ 14,316	\$ -	\$ -
Other long-term liabilities					
Compensated absences	<u>106,568</u>	<u>44,200</u>	<u>27,954</u>	<u>122,814</u>	<u>3,966</u>
Business-type activities long-term liabilities	<u><u>\$ 120,884</u></u>	<u><u>\$ 44,200</u></u>	<u><u>\$ 42,270</u></u>	<u><u>\$ 122,814</u></u>	<u><u>\$ 3,966</u></u>

The compensated absences reported as governmental activities will be paid from the General Fund. The compensated absences of the business-type activities will be paid from the Sewer Fund.

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 8: Long-term Liabilities - Continued**

Long-term bonded debt and notes payable are comprised of the following:

	Interest Rate	Maturity Date	Date Callable	Ending Balance
<b>Governmental Activities</b>				
General obligation bonds				
July 7, 2007, EDP taxable bonds	6.000-7.730%	10/15/2029	10/15/2012	\$ 17,150,000
July 15, 2011, refunding bonds for fire facility	2.000-4.150%	12/15/2026	07/15/2016	3,680,000
June 28, 2012, GO refunding bonds	0.300-3.250%	12/15/2032	06/28/2017	6,795,000
December 31, 2014, GO refunding bonds	1.750-2.450%	08/15/2023	12/31/2019	5,290,000
December 31, 2014, highway allocation refunding bonds	1.850-3.250%	11/15/2028	12/31/2019*	740,000
December 31, 2014, public safety tax anticipation refunding bonds	1.850-2.350%	11/15/2022	12/31/2019	735,000
December 31, 2014, facilities corp refunding bonds	1.750-3.650%	03/15/2035	12/31/2019	2,430,000
December 1, 2015 GO refunding bonds	0.500-2.350%	12/15/2026	12/01/2020	8,240,000
May 25, 2016 highway allocation refunding bonds	1.000-3.125%	05/01/2041	05/01/2041**	<u>2,070,000</u>
Total general obligation bonds				<u>\$ 47,130,000</u>
Bond anticipation note ***				
September 8, 2016 bond anticipation notes	1.000%	03/15/2018	03/15/2017	11,215,000
Installment notes payable				
January 5, 2015, dump truck note payable	2.89%	01/05/2020		\$ 116,710

\* Bonds are subject to mandatory redemption in various amounts prior to maturity beginning November 15, 2015.

\*\* Bonds are subject to mandatory redemption in various amounts prior to maturity beginning May 1, 2017.

\*\*\* Bond anticipation notes were issued to pay the costs of certain public infrastructure projects within the 84<sup>th</sup> Street Redevelopment Area of the City.

Maturities of the long-term debt, subject to mandatory redemption are as follows:

**Governmental Activities**

Year Ending September 30,	General Obligation Bonds		Bond Anticipation Notes		Installment Notes	
	Principal	Interest	Principal	Interest	Principal	Interest
2017	\$ 3,985,000	\$ 1,913,516	\$ -	\$ 114,331	\$ 33,948	\$ 2,891
2018	4,065,000	1,814,453	11,215,000	56,075	34,880	1,916
2019	4,175,000	1,697,919	-	-	35,901	894
2020	3,975,000	1,575,068	-	-	11,981	66
2021	3,940,000	1,449,562	-	-	-	-
2022-2026	16,050,000	5,100,289	-	-	-	-
2027-2031	9,515,000	1,487,260	-	-	-	-
2032-2036	1,425,000	200,388	-	-	-	-
	<u>\$ 47,130,000</u>	<u>\$ 15,238,455</u>	<u>\$ 11,215,000</u>	<u>\$ 170,406</u>	<u>\$ 116,710</u>	<u>\$ 5,767</u>

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 8: Long-term Liabilities - Continued**

In December 2015, the City issued \$8,240,000 of General Obligation Refunding Bonds, Series 2015, to refund the outstanding principal of \$2,560,000, \$4,470,000 and \$1,080,000 of the General Obligation Various Purpose Refunding Bonds, Series 2011A, General Obligation Refunding Bonds, Series 2011B and bonds issued by Sanitary and Improvement District 195, respectively. The City completed the refunding to reduce its total debt service payments by approximately \$597,000, which resulted in an economic gain of approximately \$545,000.

**Note 9: Interfund Balances and Activity**

During the course of operations, numerous transactions occur between individual funds that may result in amounts owed between funds.

Transfers are used to (a) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (b) move revenues from restricted funds to funds where the expenditures were incurred related to the restrictions and to (c) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Transfer To/From Other Funds at September 30, 2016, consists of the following cash and capital asset transfers:

Transfer To	Transfer From						Total
	General Fund	Debt Service Fund	Keno Fund	Sewer Fund	84th Street Redevelopment Fund	Capital Improvement Fund	
General Fund	\$ -	\$ -	\$ 84,439	\$ -	\$ -	\$ -	\$ 84,439
Debt Service	615,000	-	-	-	-	-	615,000
Capital Improvements	287,113	1,652,699	324,332	25,000	139,002	-	2,428,146
Economic Development	600,000	-	-	-	-	-	600,000
Sewer	-	-	-	-	-	12,500	12,500
	<u>\$ 1,502,113</u>	<u>\$ 1,652,699</u>	<u>\$ 408,771</u>	<u>\$ 25,000</u>	<u>\$ 139,002</u>	<u>\$ 12,500</u>	<u>\$ 3,740,085</u>

As of September 30, 2016, the balance due to/from other funds primarily resulted from the respective funds overdrawing its share of pooled cash. The balance due from the Keno Fund to the Capital Improvement Fund totaled \$162,762 for capital improvement expenditures incurred prior to year-end.

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 10: Reconciliation of Budget Basis to GAAP**

Amounts presented on a non-GAAP budget basis of accounting differ from those presented in accordance with GAAP due to the treatment afforded accruals, encumbrances, and funds for which legally adopted annual budgets are not established. A reconciliation for the year ended September 30, 2016, which discloses the nature and amount of the adjustments necessary to convert the actual GAAP data to the budgetary basis, is presented below:

	<b>General Fund</b>	<b>Keno Fund</b>	<b>Economic Development Fund</b>	<b>84th Street Redevelopment Fund</b>
Net change in fund balance				
Balance on a GAAP basis	\$ (30,924)	\$ 320,276	\$ (213,706)	\$ 12,802,582
Basic differences (accruals) occur because the cash basis of accounting used for budgeting differs from the modified accrual basis of accounting prescribed for governmental funds	<u>821,572</u>	<u>173,833</u>	<u>296,643</u>	<u>121,299</u>
Balance on a budget basis	<u><u>\$ 790,648</u></u>	<u><u>\$ 494,109</u></u>	<u><u>\$ 82,937</u></u>	<u><u>\$ 12,923,881</u></u>

**Note 11: Retirement Plans**

The employees of the City are covered by several defined contribution retirement plans as detailed below. All plans are administered by outside trustees and, therefore, are not included in the City's basic financial statements. Any plan provisions or amendments are reviewed and approved by the Mayor and City Council.

***City Administrator's Retirement Plan***

The City has a defined contribution pension plan covering the City Administrator. The plan requires that both the employee and the City contribute an amount equal to 6% of the employee's base salary per pay period. The City's pension expense and plan member's contributions to the plan for the year ended September 30, 2016, were \$8,527 each.

***Civilian Employee Retirement Plan***

The City has a defined contribution pension plan covering all civilian employees who are eligible. The plan requires that both the employee and the City contribute an amount equal to 6% of the employee's base salary per pay period. The plan allows for forfeitures to be used to pay administration costs of the plan and then used to reduce the City's contributions. Employees are fully vested in their contributions and begin vesting in employer contributions after four years and are fully vested after seven years. The City's pension expense and plan members' contributions to the plan for the year ended September 30, 2016, were \$216,834 each. The City used forfeitures of \$128,501 to offset the City's contributions to the plan in 2016.

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 11: Retirement Plans - Continued**

***Police Retirement Plan***

The City has a defined contribution pension plan for its full time employees in the Police Department. The plan was converted effective January 1, 1984, from a defined benefit plan to a defined contribution plan. The plan requires that both the employee and the City contribute an amount equal to 7% of the employee's base salary per pay period. The plan allows for forfeitures to be used to pay administration costs of the plan and then used to reduce the City's contributions. Employees are fully vested in their contributions and begin vesting in employer contributions after four years and are fully vested after seven years. The City's pension expense and plan members' contributions to the plan for the year ended September 30, 2016, were \$195,777 each. The City used forfeitures of \$15,840 to offset the City's contributions to the plan in 2016.

***Fire Retirement Plan***

The City has a defined contribution pension plan for its full time employees in the Fire Department. The plan was effective June 2007. The plan requires that the employee contribute an amount equal to 6.5% and the City contribute an amount equal to 13% of the employee's base salary per pay period. The plan allows for forfeitures to be allocated to the Unallocated Employer Account and if the Unallocated Employer Account is sufficient to meet plan liabilities, then forfeitures shall first be used to pay expenses of administration and then reduce City contributions. Employees are fully vested in their own contributions and begin vesting in employer contributions after four years and are fully vested after seven years. The City's pension expense and contributions to the plan for the year ended September 30, 2016, were \$12,276 and the plan members' contributions to the plan for the year ended September 30, 2016 were \$6,138.

***Deferred Compensation Plan***

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all regular permanent full and part-time City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are (until paid or made available to the employee or other beneficiary) held in trust for the exclusive benefits of the participants and their beneficiaries. The plan assets are held in trust by a third party for the employees and are not reflected in these financial statements.

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 12: Keno Fund Operations**

The following data summarizes the Keno (Special Revenue) Fund's activity for the year ended September 30, 2016:

Gross sales	\$ 16,695,680
Less: prizes paid	(13,479,858)
Operator's commission	(1,929,913)
Deposits to progressive games	<u>(3,199)</u>
Net Keno revenue	<u><u>\$ 1,282,710</u></u>

**Note 13: Risk Management**

The City is exposed to various risks of loss related to torts, theft, damage to, or destruction of assets, errors or omissions, injuries to employees, or natural disasters. These risks are transferred to independent insurance carriers and no self-insurance program is maintained by the City. City management believes adequate coverage exists for potential exposures as of September 30, 2016. The City did not pay any settlement amounts which exceeded its insurance coverage for any of the three preceding years.

**Note 14: Commitments and Contingencies**

***Commitments***

During the year, the City has accepted various bids for street improvements and other projects in the normal course of business that have not been completed and/or fully paid for at year-end.

***Claims and Litigation***

The City is involved in various litigation matters in the normal course of business. The outcome of such litigation is not expected to have a material effect on the City's financial position or results of operations.

***Government Grants***

The City participates in a number of federally assisted grant programs, which are subject to financial and compliance audits or reviews. The amount of expenditures, if any, which may be disallowed by the granting agencies, is not determinable at this time; however, City officials do not believe that such amounts, if any, will be significant.

# **City of La Vista, Nebraska**

## **Notes to Financial Statements**

### **September 30, 2016**

#### **Note 14: Commitments and Contingencies - Continued**

##### ***Community Development Block Grant Program***

The City is participating in the State of Nebraska Department of Economic Development Community Development Block Grant (“CDBG”) program. Under this program, the City has received federal funds from the State of Nebraska to undertake community development activities, as authorized. As of September 30, 2016, the City has entered into loan agreements with three businesses to provide CDBG funds. Since fiscal year 2010, the City has loaned a total of \$1,097,362 to these businesses, of which \$0 was loaned in fiscal year 2016. Under the agreements with these businesses, if the businesses meet certain criteria, some or all of their loans may be forgiven. As any repayments on these loans would be returned to the State, the City charges these loans to expense in the year advanced.

##### ***Sales Tax Refunds***

Qualified companies in the State of Nebraska are allowed certain benefits under various legislative acts and incentive programs, including refunds of sales and use taxes paid. These refunds can include the local option tax as well as state taxes. Under state statute, the State Tax Commissioner must notify an affected city, village, county, or municipal county of any refund claims of more than twenty-five thousand dollars by June 15 of a given year. The notification must be made by July 1 of the same year and the refund will be made on or after November 15. The amount of tax refunds due, if any, under these acts and programs is not determinable by the City until notification is made by the State.

As of September 30, 2016, the City had been notified of \$1,597,923 of sales tax refunds due, which are to be repaid starting in October 2016 through September 2017. This amount is recognized on the government-wide statement of net position.

Between October 2016 and January 2017, the City was notified by the State of approximately \$1,599,600 of additional sales tax refunds due beginning in October 2017.

#### **Note 15: Interlocal Agreement**

In October 2013, the City entered into an interlocal agreement with the City of Papillion (“Papillion”) and the Papillion Rural Fire District (“RFD”) to allow Papillion to expand its fire department operations to provide fire and emergency medical services (“EMS”) for all of the participants to the agreement and areas within each participants’ boundaries beginning April 1, 2014. In consideration for these services, the City and RFD each contribute proportionate funding and use of their respective fire and EMS equipment, fire apparatuses, EMS medic units and other fire or EMS vehicles and fire department real property. The agreement will terminate on September 30, 2033, with optional ten-year terms thereafter.

**City of La Vista, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2016**

**Note 15: Interlocal Agreement - Continued**

Under the terms of the agreement, the participants have created a mutual finance organization as authorized under the Nebraska Municipal Finance Assistance Act, known as the Papillion Fire Protection Mutual Finance Organization (“MFO”). The MFO is responsible for transacting business for financing the operation and equipment needs of the fire department or MFO; having charge and custody of and managing all funds of the MFO; and seeking funding from the Nebraska Mutual Finance Assistance Fund or other potential funding organizations. The participants in the MFO are required to levy a general fund property tax at an equal rate for the purpose of jointly funding the single fire department operations. The rate must have unanimous approval from all participants and exclude levies for bonded indebtedness and lease-purchase contracts in existence on July 1, 1998. The Papillion Finance Director serves as the fiscal agent of the MFO.

As of September 30, 2016, the MFO has not issued debt nor acquired title to any assets. Any debt or assets of the MFO would be split amongst the participants.

During the year ended September 30, 2016, the City paid \$1,807,848 to Papillion in consideration of services rendered. The City received \$662,963 from the MFO, as determined by the terms of the interlocal agreement.

**Note 16: Subsequent Events**

The City of La Vista acquired lots and tracts of real estate property in La Vista City Center, including Lots 7 & 17 and Outlots A & B on December 1, 2016, and in exchange conveyed parcels of City real property and paid the remaining amount due in connection with closing on such acquisitions using partial proceeds from the bond anticipation notes, Series 2016, in the amount of \$4,265,102. The purpose of the acquisition is to construct and provide public off street parking, public streets and spaces.

## **Required Supplementary Information**

**City of La Vista, Nebraska**  
**Statement of Revenues, Expenditures, and Changes in**  
**Fund Balances – Budget and Actual (Budget Basis) –**  
**General Fund**  
**Year Ended September 30, 2016**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance With Final Budget Positive (Negative)</b>
<b>Revenues</b>				
Taxes	\$ 10,805,893	\$ 10,805,893	\$ 11,700,783	\$ 894,890
Licenses and permits	425,800	425,800	535,114	109,314
Intergovernmental revenues	1,980,613	1,980,613	2,006,912	26,299
Charges for services	273,600	273,600	285,834	12,234
Grant income	71,339	71,339	51,113	(20,226)
Interest income	11,522	11,522	23,367	11,845
Miscellaneous	<u>171,365</u>	<u>171,365</u>	<u>328,419</u>	<u>157,054</u>
Total revenues	<u>13,740,132</u>	<u>13,740,132</u>	<u>14,931,542</u>	<u>1,191,410</u>
<b>Expenditures</b>				
General government	2,798,507	2,798,507	2,358,240	440,267
Public works	2,222,577	2,222,577	1,984,241	238,336
Public safety	6,052,684	6,052,684	5,509,097	543,587
Culture and recreation	1,820,740	1,820,740	1,669,234	151,506
Public library	766,945	766,945	686,193	80,752
Community development	598,448	598,448	471,786	126,662
Capital outlay	<u>493,499</u>	<u>493,499</u>	<u>295,372</u>	<u>198,127</u>
Total expenditures	<u>14,753,400</u>	<u>14,753,400</u>	<u>12,974,163</u>	<u>1,779,237</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>				
	(1,013,268)	(1,013,268)	1,957,379	2,970,647
<b>Other Financing Sources (Uses)</b>				
Operating transfers	<u>(1,194,337)</u>	<u>(1,194,337)</u>	<u>(1,166,731)</u>	<u>27,606</u>
<b>Net Change in Fund Balances</b>	<u>\$ (2,207,605)</u>	<u>\$ (2,207,605)</u>	<u>\$ 790,648</u>	<u>\$ 2,998,253</u>

**City of La Vista, Nebraska**  
**Statement of Revenues, Expenditures, and Changes in**  
**Fund Balances – Budget and Actual (Budget Basis) –**  
**Keno Fund**  
**Year Ended September 30, 2016**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance With Final Budget Positive (Negative)</b>
<b>Revenues</b>				
Keno	\$ 1,275,000	\$ 1,275,000	\$ 1,288,933	\$ 13,933
Other Sales	30,500	30,500	27,923	(2,577)
Interest income	2,972	2,972	3,016	44
 Total revenues	 1,308,472	 1,308,472	 1,319,872	 11,400
<b>Expenditures</b>				
General government	30,100	30,100	50,271	(20,171)
Community betterment	654,806	654,806	529,483	125,323
 Total expenditures	 684,906	 684,906	 579,754	 105,152
<b>Excess of Revenues Over Expenditures</b>	<b>623,566</b>	<b>623,566</b>	<b>740,118</b>	<b>116,552</b>
<b>Other Financing Sources (Uses)</b>				
Operating transfers out	(1,461,999)	(1,461,999)	(246,009)	1,215,990
 Total other financing sources	 (1,461,999)	 (1,461,999)	 (246,009)	 1,215,990
<b>Net Change in Fund Balances</b>	<b>\$ (838,433)</b>	<b>\$ (838,433)</b>	<b>\$ 494,109</b>	<b>\$ 1,332,542</b>

**City of La Vista, Nebraska**  
**Statement of Revenues, Expenditures, and Changes in**  
**Fund Balances – Budget and Actual (Budget Basis) –**  
**Economic Development Fund**  
**Year Ended September 30, 2016**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance With Final Budget Positive (Negative)</b>
<b>Revenues</b>				
Interest income	\$ 266	\$ 266	\$ 19	\$ (247)
Interest income on note	<u>1,186,573</u>	<u>1,186,573</u>	<u>1,483,217</u>	<u>296,644</u>
Total revenues	<u>1,186,839</u>	<u>1,186,839</u>	<u>1,483,236</u>	<u>296,397</u>
<b>Expenditures</b>				
Debt service principal retirement	685,000	685,000	685,000	-
Debt service interest	1,311,427	1,311,427	1,311,427	-
General government	<u>10,000</u>	<u>10,000</u>	<u>3,872</u>	<u>6,128</u>
Total expenditures	<u>2,006,427</u>	<u>2,006,427</u>	<u>2,000,299</u>	<u>6,128</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>(819,588)</u>	<u>(819,588)</u>	<u>(517,063)</u>	<u>302,525</u>
<b>Other Financing Sources</b>				
Operating transfers	<u>600,000</u>	<u>600,000</u>	<u>600,000</u>	<u>-</u>
Total other financing sources	<u>600,000</u>	<u>600,000</u>	<u>600,000</u>	<u>-</u>
<b>Net Change in Fund Balances</b>	<u><b>\$ (219,588)</b></u>	<u><b>\$ (219,588)</b></u>	<u><b>\$ 82,937</b></u>	<u><b>\$ 302,525</b></u>

**City of La Vista, Nebraska**  
**Statement of Revenues, Expenditures, and Changes in**  
**Fund Balances – Budget and Actual (Budget Basis) –**  
**84<sup>th</sup> Street Redevelopment Fund**  
**Year Ended September 30, 2016**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance With Final Budget Positive (Negative)</b>
<b>Revenues</b>				
Sales tax	\$ 1,554,113	\$ 1,554,113	\$ 2,059,652	\$ 505,539
Interest income	3,583	3,583	5,320	1,737
Total revenues	<u>1,557,696</u>	<u>1,557,696</u>	<u>2,064,972</u>	<u>507,276</u>
<b>Expenditures</b>				
Community development	537,500	537,500	186,611	350,889
Total expenditures	<u>537,500</u>	<u>537,500</u>	<u>186,611</u>	<u>350,889</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>1,020,196</u>	<u>1,020,196</u>	<u>1,878,361</u>	<u>858,165</u>
<b>Other Financing Sources (Uses)</b>				
Operating transfers	(15,550,000)	(15,550,000)	(56,118)	15,493,882
Bond proceeds	15,000,000	15,000,000	11,101,638	(3,898,362)
Total other financing sources	<u>(550,000)</u>	<u>(550,000)</u>	<u>11,045,520</u>	<u>11,595,520</u>
<b>Net Change in Fund Balances</b>	<u>\$ 470,196</u>	<u>470,196</u>	<u>\$ 12,923,881</u>	<u>\$ 12,453,685</u>

**Economic Development Fund  
City of La Vista, Nebraska**

Independent Auditor's Report and Financial Statements  
September 30, 2016 and 2015



**Economic Development Fund  
City of La Vista, Nebraska  
September 30, 2016 and 2015**

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## Independent Auditor's Report

The Honorable Mayor and City Council  
Economic Development Fund  
City of La Vista, Nebraska

We have audited the accompanying financial statements of the Economic Development Fund, a governmental fund, of the City of La Vista, Nebraska, which comprise the balance sheets as of September 30, 2016 and 2015, and the related statements of revenues, expenditures, and changes in fund balance for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted out audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material aspects, the financial position of the Economic Development Fund of the City of La Vista, Nebraska as of September 30, 2016 and 2015, and its changes in financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Emphasis of Matter***

As discussed in Note 1, the financial statements of the Economic Development Fund are intended to present the financial position and changes in financial position of only that portion of the governmental activities and each major fund of the City of La Vista, Nebraska that is attributable to the transactions of the Economic Development Fund. They do not purport to, and do not, present fairly the financial position of the City of La Vista, Nebraska as of September 30, 2016 and 2015, and its changes in financial position for the years then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

*BKD, LLP*

Omaha, Nebraska  
March 28, 2017

**Economic Development Fund  
City of La Vista, Nebraska**

**Balance Sheets**

**September 30, 2016 and 2015**

	<b>2016</b>	<b>2015</b>
<b>Assets</b>		
Cash and cash equivalents	\$ 319,071	\$ 236,134
Note receivable	15,810,692	15,810,692
Accrued interest receivable	<u>-</u>	<u>296,643</u>
Total assets	<u><u>\$ 16,129,763</u></u>	<u><u>\$ 16,343,469</u></u>
<b>Liabilities</b>	<u>\$ -</u>	<u>\$ -</u>
<b>Fund Balance</b>		
Restricted for economic development	<u><u>16,129,763</u></u>	<u><u>16,343,469</u></u>
Total liabilities and fund balances	<u><u>\$ 16,129,763</u></u>	<u><u>\$ 16,343,469</u></u>

**Economic Development Fund  
City of La Vista, Nebraska**  
**Statements of Revenues, Expenditures, and  
Changes in Fund Balance**  
**Years Ended September 30, 2016 and 2015**

	<b>2016</b>	<b>2015</b>
<b>Interest Income</b>	<u>\$ 1,186,593</u>	<u>\$ 1,187,535</u>
<b>Expenditures</b>		
Community development	3,872	-
Debt service		
Principal retirement	685,000	645,000
Interest	<u>1,311,427</u>	<u>1,353,854</u>
Total expenditures	<u>2,000,299</u>	<u>1,998,854</u>
<b>Deficiency of Revenues Under Expenditures</b>	<b>(813,706)</b>	<b>(811,319)</b>
<b>Transfers</b>	<u>600,000</u>	<u>600,000</u>
<b>Net Change in Fund Balance</b>	<b>(213,706)</b>	<b>(211,319)</b>
<b>Fund Balance, Beginning of Year</b>	<u>16,343,469</u>	<u>16,554,788</u>
<b>Fund Balance, End of Year</b>	<u>\$ 16,129,763</u>	<u>\$ 16,343,469</u>

# **Economic Development Fund City of La Vista, Nebraska**

## **Notes to Financial Statements September 30, 2016 and 2015**

### **Note 1: Summary of Significant Accounting Policies**

#### ***Organization***

On September 30, 2003, the citizens of the City of La Vista, Nebraska (the “City”) voted to establish the Economic Development Program to create jobs and/or develop tourism for the purpose of supporting the City’s commercial developments, rehabilitate residential neighborhoods and expand industrial development in order to ensure the economic stability and vitality of the City.

#### ***Financial Reporting Entity***

The financial statements of the Economic Development Fund include all significant separately administered activities for which the Economic Development Fund is financially accountable. Financial accountability is determined on the basis of selection of governing authority, imposition of will, a financial benefit/burden relationship, and/or fiscal dependency. The Economic Development Fund’s financial statements are included in the City’s financial statements as a major governmental fund.

The financial statements present only the Economic Development Fund and do not purport to, and do not, present fairly the financial position of the City as of September 30, 2016 and 2015, and the changes in its financial position for the years then ended in conformity with accounting principles generally accepted in the United States of America.

#### ***Basis of Accounting***

The Economic Development Fund financial statements are prepared using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (when they become both measurable and available). “Measurable” means the amount of the transaction can be determined and “available” means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period and that it is legally available for such purposes. Expenditures are recorded when the related fund liability is incurred, except for debt service expenditures which are reported as expenditures in the year due.

#### ***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

# **Economic Development Fund City of La Vista, Nebraska**

## **Notes to Financial Statements September 30, 2016 and 2015**

### **Note 1: Summary of Significant Accounting Policies - Continued**

#### ***Cash and Cash Equivalents***

Custodial credit risk is the risk that in the event of a bank failure, a government's deposits may not be returned to it. The Economic Development Fund follows the City's deposit policy for custodial credit risk which requires compliance with the provisions of state law.

State law requires collateralization of all deposits with federal depository insurance; bonds and other obligations of the U.S. Treasury, U.S. agencies or instrumentalities of the State of Nebraska; bonds of any city, county, school district or special road district of the State of Nebraska; bonds of any state; or a surety bond having an aggregate value at least equal to the amount of the deposits. The Statutes allow pledged securities to be reduced by the amount of the deposit insured by the Federal Deposit Insurance Corporation (FDIC).

The Economic Development Fund participates in the pooled cash accounts maintained by the City. The Fund's share of this pool was \$319,071 and \$236,134 at September 30, 2016 and 2015, respectively.

### **Note 2: Note Receivable**

The City has a note receivable ("Loan") from an entity associated with the interests of developer John Q. Hammons and related companies and entities ("developer"), an owner and developer of hotels and motels, for an economic development project involving construction of two hotels and a conference center in the City. The Hammons Interests are all privately held and have undertaken to provide only limited publicly available financial information. The City obtained a deed of trust on the conference center in connection with the Loan.

As of September 30, 2016 and 2015, the balance of the loan with the developer was \$15,810,692 with an interest rate equal to the average coupon rate of the bonds issued to fund the loan. The balance of the note is due in a single balloon payment on September 30, 2017. Accrued interest receivable on the loan amounted to \$0 and \$296,643 at September 30, 2016 and 2015, respectively.

In June of 2016, the developer filed for protection under Chapter 11 of the United States Bankruptcy Code. Significant payments remain outstanding on the Loan, including all of the principal amount. Payments received by the City on the Loan have not been pledged for the payment of economic development bonds and are subject to being applied to other economic development purposes so long as the Loan remains outstanding. The City will remain obligated on

# **Economic Development Fund City of La Vista, Nebraska**

## **Notes to Financial Statements September 30, 2016 and 2015**

### **Note 2: Note Receivable - Continued**

the economic development bonds, including certain tax revenues and sales tax revenues of the City, regardless of whether the principal of the Loan is repaid. It is unclear what impact such bankruptcy filing will have on the repayment of the Loan. The developer has continued making quarterly interest payments since filing bankruptcy. Management has determined that no allowance is necessary at September 30, 2016.

### **Note 3: Long-term Debt**

Economic Development Fund long-term bonded debt is comprised of the following individual issue:

<b>Description</b>	<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Original Balance</b>	<b>2016 Principal Outstanding</b>	<b>2015 Principal Outstanding</b>
Economic Development Fund Bonds, Series 2007	6.00-7.73%	10/15/2029	\$ 20,695,000	\$ 17,150,000	\$ 17,835,000

The City issued these taxable special purpose economic development bonds in July 2007. Debt service on these bonds is to be funded from local tax revenue and other sources at the City's discretion.

The annual debt service requirements to maturity for bonded debt as of September 30, 2016, is as follows:

<b><u>Year Ending September 30,</u></b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$ 730,000	\$ 1,265,741	\$ 1,995,741
2018	780,000	1,216,439	1,996,439
2019	835,000	1,162,459	1,997,459
2020	890,000	1,103,548	1,993,548
2021	960,000	1,037,288	1,997,288
2022-2026	6,080,000	3,904,423	9,984,423
2027-2030	6,875,000	1,114,470	7,989,470
<b>Total</b>	<b><u>\$ 17,150,000</u></b>	<b><u>\$ 10,804,368</u></b>	<b><u>\$ 27,954,368</u></b>

### **Note 4: City Transfer**

The general fund of the City transferred \$600,000 to the Economic Development Fund in both 2016 and 2015 to assist in funding debt service payments.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 4, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR WAIVER, REVISED PRELIMINARY PLAT, FINAL PLAT, SUBDIVISION AGREEMENT, PUD SITE PLAN & CUP FOR AN AUTOMOBILE DEALERSHIP – TAX LOT 4 EXC S 1551.37 FT & EXC ROW 23-14-11 (SW OF 144 <sup>TH</sup> & GILES ROAD)	◆ RESOLUTIONS (5) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

An application was received to consider a waiver of the Subdivision Regulations regarding the minimum centerline radius of a local street, a revised preliminary plat, a final plat and subdivision agreement; and a public hearing was opened on March 21<sup>st</sup> and continued to consider a Planned Unit Development (PUD) site plan, and a Conditional Use Permit (CUP) for an automobile dealership, for approximately 30.67 acres located southwest of 144<sup>th</sup> Street and Giles Road.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approve.

**BACKGROUND**

A public hearing was opened on March 21, 2017, and continued, and resolutions have been prepared to consider applications for a waiver of the Subdivision Regulations regarding the minimum centerline radius of a local street, a revised preliminary plat, a final plat, subdivision agreement, a Planned Unit Development (PUD) site plan, and a Conditional Use Permit (CUP) for an automobile dealership, submitted by LB Southwest, LLC on approximately 30.67 acres currently described as Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11. The property is generally located on the southwest corner of 114<sup>th</sup> Street and Giles Road.

A detailed staff report is attached.

On February 16, 2017, the Planning Commission voted with seven in favor and one opposed to recommend approval of the waiver, revised preliminary plat, final plat, PUD site plan and conditional use permit.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE PRELIMINARY PLAT FOR PART OF TAX LOT 4 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1 AND 2, WOODHOUSE PLACE, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, LB Southwest, LLC has made application for approval of a preliminary plat for Part of Tax Lot 4 and Part of the East Half of the Northeast Quarter of Section 23, T14N, R11E; and

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

WHEREAS, on February 16, 2017, the La Vista Planning Commission reviewed the preliminary plat and recommended approval subject to the following conditions:

1. Approval of the waiver of Section 4.24 of the Subdivision Regulations.

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

BE IT FURTHER RESOLVED that a waiver of Section 4.24 of the Subdivision Regulations, regarding the minimum centerline radius of a local street, be granted.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

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, FOR APPROVAL OF THE FINAL PLAT FOR PART OF TAX LOT 4 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1 AND 2, WOODHOUSE PLACE, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, LB Southwest, LLC has made application for approval of a final plat for Part of Tax Lot 4 and Part of the East Half of the Northeast Quarter of Section 23, T14N, R11E; and

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

WHEREAS, on February 16, 2017, the La Vista Planning Commission reviewed the final plat and recommended approval subject to the following conditions:

1. Approval of the waiver of Section 4.24 of the Subdivision Regulations.

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

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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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, WOODHOUSE PLACE SUBDIVISION.

WHEREAS, the City Council did on April 4, 2017, approve the final plat for Lots 1 and 2, Woodhouse Place Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, LB Southwest, 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 April 4, 2017, City Council meeting for the Woodhouse Place Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**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 LB SOUTHWEST, LLC, TO ALLOW FOR AN AUTOMOBILE DEALERSHIP ON LOTS 1 AND 2, WOODHOUSE PLACE.

WHEREAS, LB Southwest, LLC has applied for a Conditional Use Permit for to allow for an automobile dealership on Lots 1 and 2, Woodhouse Place, located southwest of 144<sup>th</sup> Street and Giles 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 LB Southwest, LLC, to allow for an automobile dealership on Lots 1 and 2, Woodhouse Place.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PSPP-17-0001  
PSFP-17-0001  
PPUD-17-0001  
PCUP-17-0001

For Hearing of: April 4, 2017  
Report Prepared on: March 29, 2017

**I. GENERAL INFORMATION**

**A. APPLICANT:**

LB Southwest, LLC  
6603 "L" Street  
Omaha, NE 68117

**B. PROPERTY OWNER:**

LB Southwest, LLC  
6603 "L" Street  
Omaha, NE 68117

**C. LOCATION:** Southwest of the intersection of Giles Road and 144<sup>th</sup> Street (Highway 50).

**D. LEGAL DESCRIPTION:** Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11

**E. REQUESTED ACTION(S):**

1. Waiver of Section 4.24 of the Subdivision Regulations regarding minimum centerline radius of a local street, from 200 feet to 150 feet.
2. Revised Preliminary Plat for Woodhouse Place
3. Final Plat for Woodhouse Place
4. Subdivision Agreement
5. Planned Unit Development (PUD) Site Plan for Woodhouse Place
6. Conditional Use Permit for Woodhouse Place

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

C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District) and a PUD Planned Unit Development District (Overlay District); Vacant

**G. PURPOSE OF REQUEST:** Revised Preliminary Plat, Final Plat, PUD, and CUP to divide the lot described as "Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11" into two lots with associated right-of-way to allow for the development of an automobile dealership.

**H. SIZE OF SITE:** 30.67 Acres

## **II. BACKGROUND INFORMATION**

- A. EXISTING CONDITION OF SITE:** The property is currently vacant. The land has a downward slope towards the north.
- B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:**
  - 1. North:** C-1 Shopping Center Commercial District with a Gateway Corridor Overlay (Overlay District); Vacant
  - 2. East:** The Meadows Subdivision; R-1 Single Family Residential; Single Family Houses
  - 3. South:** Lakeview South II; I-1 Light Industrial with a Gateway Corridor Overlay (Overlay District); Various Light Industrial uses.
  - 4. West:** Chalco Hills Recreation Area; AG Agricultural (Sarpy County); Dam site
- C. RELEVANT CASE HISTORY:**
  - 1. City Council approved of an amendment to the Future Land Use Map, a Rezoning, and a Preliminary Plat on October 18, 2016, for this project.
- D. APPLICABLE REGULATIONS:**
  - 1. Section 4.24 of the Subdivision Regulations – Minimum Street Standards
  - 2. Section 8.01 of the Subdivision Regulations – Granting of Waivers (Exceptions) and Conditions
  - 3. Section 3.03 of the Subdivision Regulations – Preliminary Plat Specifications
  - 4. Section 3.05 of the Subdivision Regulations – Final Plat Specifications
  - 5. Section 7.04 of the Subdivision Regulations – Subdivision Agreement
  - 6. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial / Office Park District
  - 7. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District)
  - 8. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
  - 9. Article 6 of the Zoning Regulations – Conditional Use Permits

## **III. ANALYSIS**

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan currently designates subject property as Commercial.
- B. OTHER PLANS:** Not applicable.
- C. TRAFFIC AND ACCESS:**
  - 1. The Nebraska Department of Roads has reviewed and approved of the traffic study for this project.

2. Sarpy County Public Works has reviewed the Traffic Impact Analysis dated January, 3, 2017 and has stated that they do not have any further comments. SCPW assumes the development is 100% responsible for the improvements, and an encroachment agreement will be reached with Sarpy County as far as reviewing, approving plans and a performance guarantee for the proposed improvements within County Road Right-of-Way will be required.
3. The City Engineer has reviewed and approved of the traffic study for this project.
4. The applicant has requested a waiver of Section 4.24 of the Subdivision Regulations to allow a street centerline radius reduction from 200 feet to 150 feet. Staff does not object to this request.
5. The proposed documents designate an access point to Giles Road near the northwest corner of the property. Although access control standards for arterial roads limit the closest full access point to  $\frac{1}{4}$  mile from the intersection of Highway 50 and Giles Road, the constraints of federal land ownership of the Chalco Hills recreation area and utility issues have caused the full access intersection to be located closer than the  $\frac{1}{4}$  mile standard.

This preliminary plat also proposes a connection to 145<sup>th</sup> Street in the southeast corner of the property.

**D. UTILITIES:**

1. The property has access to water, gas, power and communication utilities. At the time of development a sewer connection to the Sarpy County Industrial Sewer system to the north of the property will need to be constructed and a connection agreement entered into that provides for this connection. The property will be required to utilize the MUD water system for service.

**IV. REVIEW COMMENTS:**

1. The applicant, LB Southwest LLC, has submitted a request for a revised preliminary plat, final plat, PUD, and Conditional Use Permit (CUP) to allow for the development of an automotive dealership. The dealership site will contain sales lots and support facilities for four automotive brands.

The preliminary plat has been revised to adjust for a determination by the U.S. Army Corps of Engineers that a jurisdictional waterway exists on the property. Development activities are restricted by this determination, forcing changes to the overall site plan.

2. The applicant has submitted information showing the extent of jurisdictional waterways and wetlands on the property. No permits

for public improvements or grading permits impacting such jurisdictional areas will be granted until the necessary permitting is completed with the U.S. Army Corps of Engineers.

3. The City Engineer has reviewed and approved the revised drainage study for this project.
4. Sarpy County arranged for a meeting with the developer and the Engineer of Record on February 9, 2017 to discuss the request for reimbursements as far as the sanitary sewer connection to the Sarpy County outfall. It will be assumed the developer will pay for 100% of the costs of construction, potential easements, and any other requirements for construction and/or maintenance of the outfall up and until terms of an agreement can be reached. The applicant will need to work with Sarpy County to ensure these issues have been resolved prior to building permit issuance.
5. Financial guarantees for the proposed public improvements will be required in accordance with Section 7.02 of the Subdivision Regulations.
6. Regarding Article 5.15.04.06 of the Zoning Ordinance, information on proposed site lighting is necessary, particularly concerning Lot 2 which abuts Hwy.50 and is closest to existing residential properties to the east. The applicant has provided a photometric plan as part of the application package that depicts no measurable impact upon adjoining residential properties.
7. Regarding Article 5.15.05.07 of the Zoning Ordinance, a design guideline for Woodhouse Place has been drafted and will be forwarded after the conclusion of the Design Review Architect's finalization of edits. This guideline will be adopted for the development through the PUD Ordinance and will guide the final design review of the buildings after approval of the plat, PUD and CUP.
8. The applicant and the City Attorney are finalizing details on a Subdivision Agreement. The latest version of the agreement is attached to this report.

**V. STAFF RECOMMENDATION – Waiver of Section 4.24 of the Subdivision Regulations:**

Staff recommends approval of the request for waiver of Section 4.24 of the Subdivision Regulations regarding minimum centerline radius of a local street from 200 feet to 150 feet.

**VI. PLANNING COMMISSION RECOMMENDATION – Waiver of Section 4.24 of the Subdivision Regulations:**

At their regular meeting on February 16, 2017 the Planning Commission, through a vote of seven in favor and one against, recommended approval

of the request for waiver of Section 4.24 of the Subdivision Regulations regarding minimum centerline radius of a local street from 200 feet to 150 feet.

**VII. STAFF RECOMMENDATION – Revised Preliminary Plat:**

Staff recommends approval of the revised preliminary plat, contingent on the approval of the waiver of Section 4.24 of the Subdivision Regulations as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

**VIII. PLANNING COMMISSION RECOMMENDATION – Revised Preliminary Plat:**

At their regular meeting on February 16, 2017 the Planning Commission, through a vote of seven in favor and one against, recommended approval of the revised preliminary plat, contingent on the approval of the waiver of Section 4.24 of the Subdivision Regulations and the resolution of traffic, sewerage, and drainage study issues prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

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

Staff recommends approval of the final plat, contingent on the approval of the revised Preliminary Plat, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

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

At their regular meeting on February 16, 2017 the Planning Commission, through a vote of seven in favor and one against, recommended approval of the final plat, contingent on the approval of the revised Preliminary Plat and the finalization of a Subdivision Agreement prior to recording as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

**XI. STAFF RECOMMENDATION – PUD Site Plan:**

Staff recommends approval of the PUD Site Plan, contingent on the approval of the revised Preliminary Plat and Final Plat, as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

**XII. PLANNING COMMISSION RECOMMENDATION – PUD Site Plan:**

The Planning Commission held a public hearing on February 16, 2017 and, through a vote of seven in favor and one against, recommended approval of the PUD Site Plan, contingent on the approval of the revised Preliminary Plat and Final Plat, as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

**XIII. STAFF RECOMMENDATION – Conditional Use Permit:**

Staff recommends approval of the Conditional Use Permit, contingent on the approval of the revised Preliminary Plat, Final Plat, and PUD Site Plan, as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

**XIV. PLANNING COMMISSION RECOMMENDATION – Conditional Use Permit:**

The Planning Commission held a public hearing on February 16, 2017 and, through a vote of seven in favor and one against, recommended approval of the Conditional Use Permit, contingent on the approval of the revised Preliminary Plat, Final Plat, and PUD Site Plan, as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

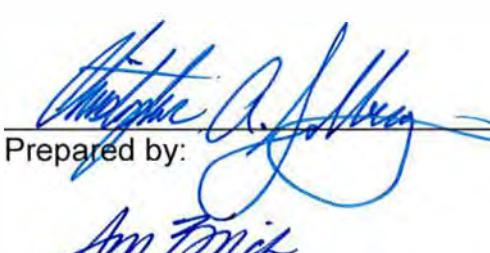
**XV. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Staff Review Letter
3. Applicant Response Letter
4. Revised Preliminary Plat Map Set
5. Final Plat
6. Subdivision Agreement
7. PUD Ordinance and Design Guidelines
8. PUD Site Plan Map Set
9. Conditional Use Permit

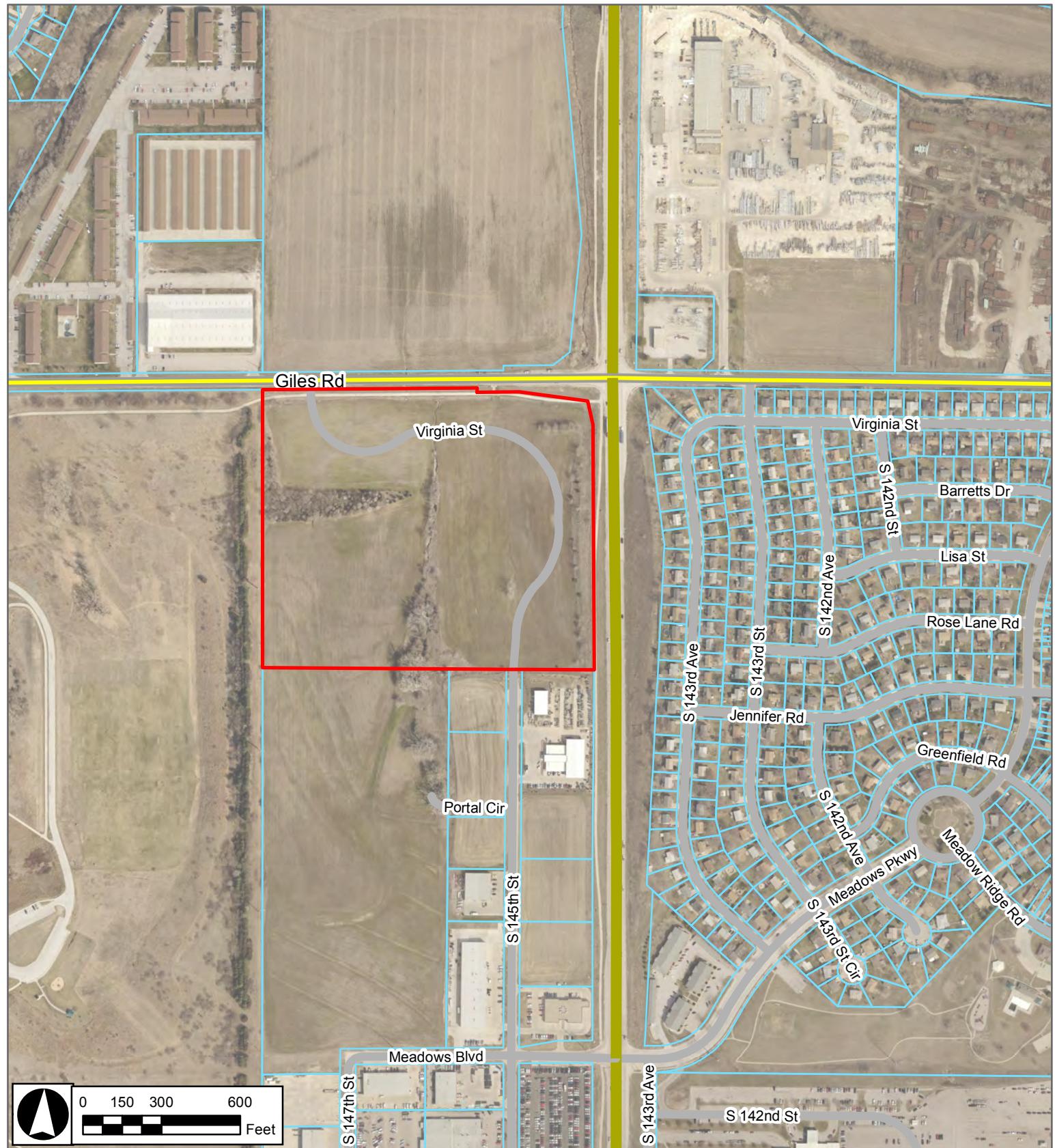
**XVI. COPIES OF REPORT SENT TO:**

1. Paul Cech, LB Southwest, LLC
2. Scott Loos, Lamp, Rynearson & Associates, Inc.
3. Public Upon Request

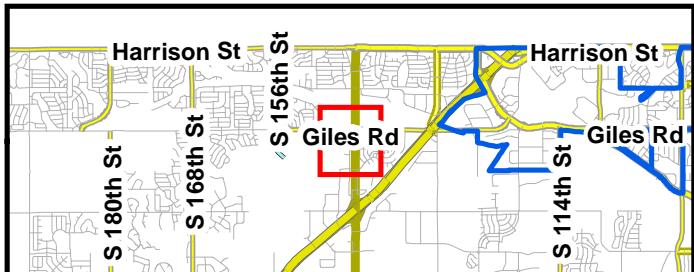
Prepared by:

  
Amy Fornik

Date 3/30/2017



## Project Vicinity Map



## Woodhouse Place

2-7-2017

JMC





January 19, 2017

Mike McIntosh, P.E.  
Lamp Rynearson  
14710 West Dodge Road, Suite 100  
Omaha, NE 68154

RE: Revised Preliminary Plat and Final Plat – Initial Review  
Woodhouse Place

Mr. McIntosh,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Subdivision Regulations, the City has the following comments:

Preliminary Plat

1. The traffic study along with a copy of the revised preliminary plat and final plat will be sent to the Nebraska Department of Roads for approval prior to City Council action on these requests.
2. Sarpy County Public Works has stated that they have no additional comments in regards to the Traffic Impact Analysis dated January, 3, 2017. All minor questions posed by Sarpy County Public Works to the Engineer of Record were answered, and no written clarification was needed. Sarpy County Public Works will forward on to the City of La Vista any future comments, if posed, as soon as possible. Sarpy County Public Works assumes the development is 100% responsible for the improvements, and an encroachment agreement will be reached with Sarpy County as far as reviewing, approving plans and a performance guarantee for the proposed improvements within County Road Right-of-Way will be required.
3. Staff does not object to the request for a waiver of Section 4.24 of the Subdivision Regulations to allow a street centerline radius reduction from 200 feet to 150 feet.
4. The applicant has submitted information showing the extent of jurisdictional waterways and wetlands on the property. No permits for public improvements or grading permits impacting such jurisdictional areas will be granted until the necessary permitting is completed with the U.S. Army Corps of Engineers.

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5. The City Engineer has provided a number of comments on the Drainage Study dated January 3, 2017 which include the following:
  - a. The drainage study needs to address no increase in peak runoffs for 2-year frequency storm events per the Papillion Creek Watershed Partnership policies. This includes drainage areas for proposed public streets.
  - b. The study needs to identify the Giles Road culvert capacity limitations. The drainage map and capacity calculations to these existing culverts need to be obtained from Sarpy County Public Works and included in the study as an appendix.
  - c. Provisions for  $\frac{1}{2}$  inch water quality treatment from public street pavement will need to be addressed. This might include a diversion of low flows from the public storm sewers into the water quality basins or some other solution.
  - d. Provide runoff calculations and sizing calculations for the proposed 42-inch culvert under 145<sup>th</sup> Street that includes the off-site drainage area from the south that drains into this culvert. The flows will need to be within the capacity limitations of the existing Giles Road culverts. If the intent is to rely on off-site detention to the south in the Heimes development, then there will be a need to demonstrate this coordination.
  - e. It is recommended to consider the connection of the proposed storm sewer in 145<sup>th</sup> Street to the existing storm sewer in 145<sup>th</sup> Street. This could reduce culvert size issues in the drainage ditch through the center of the site. A coordination meeting with Thompson, Dreessen and Dorner (TD2) (consultants for Heimes) is recommended to explore this option.
  - f. In the first table under the Water Quality Treatment section the basins to Pond A should be A1 through A5 unless an alternative method is proposed.
  - g. Water quality treatment for area B1 needs to be provided.
  - h. In the second table under the Water Quality Treatment section the Pond A outlet flow for 2-year storms is too high and must be less than the pre-development conditions.
  - i. In Section C-Hydraflow Analysis it indicates no net increase for each storm event which does not seem to be the case from the calculations presented. Clarify as required.
  - j. The drainage study needs to be signed and sealed.
6. Sarpy County Public Works requests the Engineer of Record review the Drainage Study for the Giles Road improvement project as made available by FHU on January 17, 2017 to ensure site runoff will not adversely impact the roadway and drainage appurtenances of the recently completed Giles Road, project from 156th Street to 144th Street. Any modification to the drainage system and/or roadway will need to be approved by Sarpy County Public Works, paid for 100% by the development, and may be subject to a performance guarantee.

### Final Plat

7. The purpose of the existing 50 ft. wide easement, #2015-06463, needs to be identified for determination as to any conflicts.
8. The Surveyor's Certificate needs to be revised to include the language from the first sentence in Section 10.02 of the Subdivision Regulations.
9. Cost estimates for proposed public improvements were provided. The data is not itemized per Section 3.05.24 of the Subdivision Regulations; however, since private funding is proposed for all costs, the lack of detail is acceptable. There are some questions about the cost estimates as follow:
  - a. Identify if the reimbursable costs for sanitary sewer are expected to come from any public source. If so, an agreement for such participation will need to be developed at the same time as the subdivision agreement.
  - b. Does the sanitary sewer cost estimate include removal of the existing sanitary sewer lift station at the north end of existing 145<sup>th</sup> Street?
  - c. The watershed management fee needs to be revised to \$4,609 per acre which is the current PCWP fee that took effect July 1, 2016. The fee will increase each July 1 through 2019 and is collected at the time of building permit. After the 2019, the fee is yet to be determined.
  - d. Sanitary sewer connection fees need to be shown. Tract sewer connection fees will be collected on this property and remitted to Sarpy County. This will include \$5,500 per acre at the time of platting which will be remitted entirely to Sarpy County. Then, at building permit time, the tract connection fee of \$6,690 per acre (current rate) will be collected from which \$5,500 will be sent to Sarpy County and the remainder will be retained by the City. The fee that is collected at the time of building permit is subject to change each January 1.
  - e. Is the off-site water cost estimate based on information provided by MUD?
10. There is a note on the final plat stating that "All proposed storm sewer and drainage and sanitary sewer easements are to City of La Vista via separate recorded instrument unless noted otherwise." The language of such separate instruments needs to be submitted for review prior to execution. The language will need to be clear that the City will not be maintaining such facilities until such time as the property containing the easements is annexed.

11. Sarpy County has recently requested a meeting with the developer and the Engineer of Record to discuss the request for reimbursements as far as the sanitary sewer connection to the Sarpy County outfall. It will be assumed the developer will pay for 100% of the costs of construction, potential easements, and any other requirements for construction and/or maintenance of the outfall up and until terms of an agreement can be reached. Please work with Sarpy County to ensure these issues have been resolved prior to City Council review.
12. Financial guarantees for the proposed public improvements will be required in accordance with Section 7.02 of the Subdivision Regulations.

A draft subdivision agreement is not required for Planning Commission consideration, but a draft agreement is needed before City Council consideration. It is understood that the applicant does not intend to use a SID for financing the project. The draft subdivision agreement will have to identify who is going to maintain the proposed public improvements until such time as this area is annexed into the City.

In order for the Preliminary Plat and Rezoning to be considered for review at the February 16, 2017 Planning Commission meeting, revised plat documents will need to be provided for further review. Please submit 4 full size copies (along with electronic copies) of the revised documents by January 25, 2017 to ensure that the application stays on track for the review by Planning Commission.

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

Thank you,

A handwritten signature in blue ink that reads "Christopher Solberg".

Christopher Solberg, AICP  
City Planner

cc: Ann Birch, Community Development Director  
John Kottmann, City Engineer



January 19, 2017

Mike McIntosh, P.E.  
Lamp Rynearson  
14710 West Dodge Road, Suite 100  
Omaha, NE 68154

RE: Revised Planned Unit Development (PUD) Site Plan and Conditional Use Permit (CUP) – Initial Review  
Woodhouse Place

Mr. McIntosh,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Zoning Ordinance, the City has the following comments:

Planned Unit Development

1. In regards to Article 5.15.04.01 the applicant needs to submit a proposed schedule of construction.
2. The PUD Site Plan lists the zoning as C-3. However the zoning is C-3 with a Gateway Corridor District overlay.
3. In five locations, the PUD Site Plan notes "approximate sign locations". However, the approximate locations appear to be somewhere within the minimum setbacks for monument signs. Clarity on the proposed setback of the signage of the monument signs needs to be added to the site plan.
4. The northernmost note for the approximate sign location has been discussed to be a "Center Identification Sign", the site plan needs to be noted as such. Also, there should be enough room for this sign to meet required setbacks.
5. The remaining four sign locations are believed to be a single-tenant "Monument Sign" design. Please note the site plan with this designation. Each sign should be tied back to their corresponding building through a notation on the site plan.
6. Article 5.15.04.02 requires easements and financial guarantees for public improvements to be addressed. The final plat and subdivision agreement process will address such items, so approval of the PUD will be contingent on

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completion of the plat and subdivision agreement process.

7. In regards to the considerations of Article 5.15.04.06 information on proposed site lighting is needed, particularly concerning Lot 2 which abuts Hwy.50 and is closest to existing residential properties to the east.
8. Also related to Article 5.15.04.06, it appears that paint-striped islands are proposed within the interior of the large parking lots. These islands need to be landscaped.
9. The labeling of the "Planting Bed, Typ" area call-outs should match that of the "Landscape Planting Areas" key title. Planting beds should continue along the retaining wall along the northern portion of the parking lot (Giles facing) on Lot 2 to soften the look of the retaining wall.
10. The landscaping plan needs a note added about irrigation as per Article 5.17.05.03.
11. The landscaping plan has been provided to the City's Design Review Architect for review. Additional comments, if necessary, will be provided upon completion of his review.
12. In regards to Article 5.15.04.09, there needs to be included a statement that there will be no buildings on Lot 2.
13. Relative to Article 5.15.04.12 please address the ownership and maintenance of Lot 2. It should be the same as the ownership and maintenance of Lot 1.
14. Identify by notation on the PUD Site Plan that sidewalks are proposed to be constructed along 145<sup>th</sup> Street.
15. In regards to Article 5.15.05.02(4), consideration should be given to sidewalks that connect the buildings to the proposed public sidewalks and the hiking/biking trail.
16. A vicinity map needs to be added to the PUD Site Plan to meet the requirements of Article 5.15.05.06
17. In regards to Article 5.15.05.07, a design guideline for Woodhouse Place has been drafted and will be forwarded after the conclusion of the Design Review Architect's finalization of edits. This guideline will be adopted for the development through the PUD Ordinance and will guide the final design review of the buildings after approval of the plat, PUD and CUP.

Conditional Use Permit

18. In reference to Article 6.05.04, please review the comments regarding the drainage study provided in the review letter (of the same date) regarding the revised preliminary and final plat submittal.
19. The considerations of Article 6.05.05 will be satisfactorily addressed if the traffic impact study is approved by the NDOR and Sarpy County Public Works since they control the abutting public roadways.
20. The CUP Site Plan and Landscaping Plan set should be adjusted to according to comments 2-5 and 7-11 above.
21. Article 6.05.09 considers the impact of glare on adjacent roadways or properties. Information needs to be submitted to address this consideration.

A sample CUP has been provided to the representing attorney for the development, Larry Jobeun of Fullenkamp, Doyle & Jobeun. A draft of this document needs to be provided at the time of resubmittal, preferably in MS Word to allow for ease of comment and editing.

Additionally, a draft PUD Ordinance will be provided in the near future to Mr. Jobeun's office for review. This ordinance will include the draft design guideline for the development as noted in #10 above.

In order for the PUD and CUP to be considered for review at the February 16, 2017 Planning Commission meeting, revised plat documents will need to be provided for further review. Please submit 4 full size copies (along with electronic copies) of the revised documents by January 25, 2017 to ensure that the application stays on track for the review by Planning Commission.

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

Thank you,



Christopher Solberg, AICP  
City Planner

cc: Ann Birch, Community Development Director  
John Kottmann, City Engineer



## LAMP RYNEARSON

January 25, 2017

Mr. Christopher Solberg  
Public Works  
9900 Portal Road  
LaVista, NE 68128

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154  
[P] 402.496.2498  
[F] 402.496.2730  
[www.LRA-inc.com](http://www.LRA-inc.com)

**REFERENCE:** Woodhouse Place  
Revised PUD Site Plan and Conditional Use Permit  
Revised Preliminary Plat and Final Plat  
LRA Job No. 0116050.01-003

The following are our responses to your comment letters dated January 19, 2017.

1. **Comment:** The traffic study along with a copy of the revised preliminary plat and final plat will be sent to the Nebraska Department of Roads for approval prior to City Council action on these requests.

**Response:** Noted.

2. **Comment:** Sarpy County Public Works has stated that they have no additional comments in regards to the Traffic Impact Analysis dated January, 3, 2017. All minor questions posed by Sarpy County Public Works to the Engineer of Record were answered, and no written clarification was needed. Sarpy County Public Works will forward on to the City of La Vista any future comments, if posed, as soon as possible. Sarpy County Public Works assumes the development is 100% responsible for the improvements, and an encroachment agreement will be reached with Sarpy County as far as reviewing, approving plans and a performance guarantee for the proposed improvements within County Road Right-of-Way will be required.

**Response:** Noted.

3. **Comment:** Staff does not object to the request for a waiver of Section 4.24 of the Subdivision Regulations to allow a street centerline radius reduction from 200 feet to 150 feet.

**Response:** Noted.

4. **Comment:** The applicant has submitted information showing the extent of jurisdictional waterways and wetlands on the property. No permits for public improvements or grading permits impacting such jurisdictional areas will be granted until the necessary permitting is completed with the U.S. Army Corps of Engineers.

**Response:** Noted. The owner will likely request grading permits for areas outside the jurisdictional waterway and would like to obtain approval to grade in these areas while the USACE permit is under review.

5. The City Engineer has provided a number of comments on the Drainage Study dated January 3, 2017 which include the following:

- a. **Comment:** The drainage study needs to address no increase in peak runoffs for 2-year frequency storm events per the Papillion Creek Watershed Partnership policies. This includes drainage areas for proposed public streets.

### LAMP RYNEARSON COMPANIES



LAMP RYNEARSON



**Response:** The drainage study has been revised to illustrate the restriction of peak flow during the 2-year frequency storm. Although runoff routed to public streets bypasses the water quality ponds, the ponds were oversized to provide excess storage which allows for the overall flow offsite to be restricted to a point below the historical peak flow.

b. **Comment:** The study needs to identify the Giles Road culvert capacity limitations. The drainage map and capacity calculations to these existing culverts need to be obtained from Sarpy County Public Works and included in the study as an appendix.

**Response:** The revised drainage study includes several pages from the Giles Road improvements drainage study that indicate that the Woodhouse Place project is restricting peak flows below the existing culvert capacity.

c. **Comment:** Provisions for  $\frac{1}{2}$ -inch water quality treatment from public street pavement will need to be addressed. This might include a diversion of low flows from the public storm sewers into the water quality basins or some other solution.

**Response:** Based on discussion with the City Engineer John Kottmann the  $\frac{1}{2}$ -inch water quality treatment from public right-of-way may bypass the water quality ponds, if the ponds are shown to treat additional volume equal to the required right-of-way volume. As discussed, this is similar to how other jurisdictions handle the water quality for public right-of-way. The water quality ponds have been oversized to provide sufficient water quality treatment volumes for the entire disturbed area. This includes drainage areas that bypass the ponds.

d. **Comment:** Provide runoff calculations and sizing calculations for the proposed 42- inch culvert under 145<sup>th</sup> Street that includes the off-site drainage area from the south that drains into this culvert. The flows will need to be within the capacity limitations of the existing Giles Road culverts. If the intent is to rely on off-site detention to the south in the Heimes development, then there will be a need to demonstrate this coordination.

**Response:** Runoff and sizing calculations for the culvert under 145<sup>th</sup> Street are included in the revised drainage study. The Woodhouse Place project will not rely on any offsite detention from the properties situated to the south, aside from what is ordinarily required. The Woodhouse Place project will limit the peak discharge during the 50-year frequency storm, so that when this flow is combined with flows offsite, it is below the capacity of the existing culvert under Giles Road. During design, we will coordinate with the owner of the adjacent properties to discuss the potential for detention to reduce the internal culvert sizes.

e. **Comment:** It is recommended to consider the connection of the proposed storm sewer in 145<sup>th</sup> Street to the existing storm sewer in 145th Street. This could reduce culvert size issues in the drainage ditch through the center of the site. A coordination meeting with Thompson, Dreessen and Dorner (TD2) (consultants for Heimes) is recommended to explore this option.

**Response:** This option was presented to the United States Army Corps of Engineers (USACE) on November 30, 2016. The USACE determined that diverting this flow into 145<sup>th</sup> Street storm sewer would be a full impact to the jurisdictional waterway, and that they would likely be unsupportive of this option. During final design, LRA will coordinate with the adjacent property owners to discuss potential options for detention and low flow diversions to the waterway.

f. **Comment:** In the first table under the Water Quality Treatment section the basins to Pond A should be A1 through A5 unless an alternative method is proposed.

**Response:** Agreed. The table has been modified to identify the drainage areas correctly.

g. **Comment:** Water quality treatment for area B1 needs to be provided.

**Response:** The water quality ponds have been oversized to provide sufficient water quality treatment volumes for the entire disturbed area. This includes drainage areas that bypass the ponds.

h. **Comment:** In the second table under the Water Quality Treatment section the Pond A outlet flow for 2-year storms is too high and must be less than the pre- development conditions.

**Response:** The drainage study has been revised to illustrate the restriction of peak flow during the 2-year frequency storm.

i. **Comment:** In Section C-Hydraflow Analysis it indicates no net increase for each storm event which does not seem to be the case from the calculations presented. Clarify as required.

**Response:** Agreed. The drainage study has been revised to clarify that there is a no-net increase for the 2-year storm.

j. **Comment:** The drainage study needs to be signed and sealed.

**Response:** Based on our telephone discussion with the City Engineer John Kottmann we have reviewed the State of Nebraska requirements for sealing preliminary documents. Based on Section 6.1.7 of the E&A regulation act quoted below, we do not believe the preliminary drainage study needs to be signed and sealed.

*6.1.7. Documents clearly marked as "Draft" prepared for preliminary submission and review do not require the professional's seal, signature, and date, including documents prepared for a client or governmental agency, unless otherwise required by that entity.*

6. **Comment:** Sarpy County Public Works requests the Engineer of Record review the Drainage Study for the Giles Road improvement project as made available by FHU on January 17, 2017 to ensure site runoff will not adversely impact the roadway and drainage appurtenances of the recently completed Giles Road, project from 156th Street to 144th Street. Any modification to the drainage system and/or roadway will need to be approved by Sarpy County Public Works, paid for 100% by the development, and may be subject to a performance guarantee.

**Response:** LRA reviewed the drainage study provided by FHU and modified the drainage report to show no adverse impact to the roadway and drainage appurtenances.

#### Final Plat

7. **Comment:** The purpose of the existing 50 ft. wide easement, #2015-06463, needs to be identified for determination as to any conflicts.

**Response:** The existing 50-foot wide easement was put in place by the owner of adjacent property to the south to provide an easement for sanitary and water service lines. We have been working closely with the owner of the adjacent property regarding this easement. The owner has executed an agreement with the easement holder that will allow the easement to be released upon final construction of public water and sanitary service lines to the south edge of the property in the 145<sup>th</sup> Street right-of-way. We will forward the executed agreement to the City.

8. **Comment:** The Surveyor's Certificate needs to be revised to include the language from the first

sentence in Section 10.02 of the Subdivision Regulations.

**Response:** The surveyor's certificate language has been updated to match Section 10.02.

9. Cost estimates for proposed public improvements were provided. The data is not itemized per Section 3.05.24 of the Subdivision Regulations; however, since private funding is proposed for all costs, the lack of detail is acceptable. There are some questions about the cost estimates as follow:

a. **Comment:** Identify if the reimbursable costs for sanitary sewer are expected to come from any public source. If so, an agreement for such participation will need to be developed at the same time as the subdivision agreement.

**Response:** We are working on setting up a meeting with Sarpy County to discuss reimbursable costs and a potential agreement for the sanitary sewer outfall.

b. **Comment:** Does the sanitary sewer cost estimate include removal of the existing sanitary sewer lift station at the north end of existing 14Sth Street?

**Response:** The costs estimate does not currently include removal of the existing sanitary sewer lift station.

c. **Comment:** The watershed management fee needs to be revised to \$4,609 per acre which is the current PCWP fee that took effect July 1, 2016. The fee will increase each July 1 through 2019 and is collected at the time of building permit. After the 2019, the fee is yet to be determined.

**Response:** The watershed management fees have been revised to \$4,609 per acre.

d. **Comment:** Sanitary sewer connection fees need to be shown. Tract sewer connection fees will be collected on this property and remitted to Sarpy County. This will include \$5,500 per acre at the time of platting which will be remitted entirely to Sarpy County. Then, at building permit time, the tract connection fee of \$6,690 per acre (current rate) will be collected from which \$5,500 will be sent to Sarpy County and the remainder will be retained by the City. The fee that is collected at the time of building permit is subject to change each January 1.

**Response:** Sanitary sewer connection fees have been shown on the revised cost estimate. We are working to set up a meeting with Sarpy County to negotiate potential reimbursable amounts.

e. **Comment:** Is the off-site water cost estimate based on information provided by MUD?

**Response:** Yes, the water costs estimates were provided by MUD.

10. **Comment:** There is a note on the final plat stating that "All proposed storm sewer and drainage and sanitary sewer easements are to City of La Vista via separate recorded instrument unless noted otherwise." The language of such separate instruments needs to be submitted for review prior to execution. The language will need to be clear that the City will not be maintaining such facilities until such time as the property containing the easements is annexed.

**Response:** Noted.

11. **Comment:** Sarpy County has recently requested a meeting with the developer and the Engineer of Record to discuss the request for reimbursements as far as the sanitary sewer connection to the Sarpy County outfall. It will be assumed the developer will pay for 100% of the costs of construction, potential easements, and any other requirements for construction and/or maintenance of the outfall up and until

terms of an agreement can be reached. Please work with Sarpy County to ensure these issues have been resolved prior to City Council review.

**Response:** Agreed, the developer will pay for 100% of the costs; however, we are requesting meetings with the County to discuss terms of a potential agreement to receive reimbursable costs on the sanitary sewer construction.

12. **Comment:** Financial guarantees for the proposed public improvements will be required in accordance with Section 7.02 of the Subdivision Regulations.

**Response:** Noted.

#### **Planned Unit Development**

1. **Comment:** In regards to Article 5.15.04.01 the applicant needs to submit a proposed schedule of construction.

**Response:** A proposed schedule of construction is included with this resubmittal.

2. **Comment:** The PUD Site Plan lists the zoning as C-3. However, the zoning is C-3 with a Gateway Corridor District overlay.

**Response:** The PUD site plan has been updated to show correct zoning.

3. **Comment:** In five locations, the PUD Site Plan notes "approximate sign locations". However, the approximate locations appear to be somewhere within the minimum setbacks for monument signs. Clarity on the proposed setback of the signage of the monument signs needs to be added to the site plan.

**Response:** Proposed signage setbacks have been added to the PUD site plan.

4. **Comment:** The northernmost note for the approximate sign location has been discussed to be a "Center Identification Sign", the site plan needs to be noted as such. Also, there should be enough room for this sign to meet required setbacks.

**Response:** Sign noted as center identification sign on the site plan. Proposed signage setbacks have been added to the PUD site plan.

5. **Comment:** The remaining four sign locations are believed to be a single-tenant "Monument Sign" design. Please note the site plan with this designation. Each sign should be tied back to their corresponding building through a notation on the site plan.

**Response:** Monument sign has been designated on their site plan and tied back to corresponding buildings.

6. **Comment:** Article 5.15.04.02 requires easements and financial guarantees for public improvements to be addressed. The final plat and subdivision agreement process will address such completion of the plat and subdivision agreement process.

**Response:** Noted.

7. **Comment:** In regards to the considerations of Article 5.15.04.06 information on proposed site lighting is needed, particularly concerning Lot 2 which abuts Hwy.50 and is closest to existing residential

properties to the east.

**Response:** Included with this submittal are cutsheets of the fixtures we will be proposing to utilize at the Woodhouse campus. The site lighting fixture is an LED fixture with full cutoff photometrics. The fixture will be installed on a 25-foot pole and spaced approximately 75 feet apart at the inner parking areas and approx. 50 feet apart at the vehicle display areas. All fixtures near the perimeter of the parking areas will be specified with a house side shield in order to mitigate any light trespass and glare near the property lines. For the proposed monument sign reading "Woodhouse Place", we will be proposing ground-mounted flood light fixtures spaced from 10 feet to 15 feet on center to create uniform coverage. These fixtures are intended to be low and non-descript, concealed from view with landscaping. Full photometric calculations will be submitted for review as part of the electrical package of the building construction documents.

8. **Comment:** Also related to Article 5.15.04.06, it appears that paint-striped islands are proposed within the interior of the large parking lots. These islands need to be landscaped.

**Response:** The islands have been revised to be as landscaped on the site plan. During final design, we would like to review the island layouts with the City and potentially reduce islands or paint some of the internal islands to assist with snow plowing while still meeting the interior landscaping requirements.

9. **Comment:** The labeling of the "Planting Bed, Typ" area call-outs should match that of the "Landscape Planting Areas" key title. Planting beds should continue along the retaining wall along the northern portion of the parking lot (Giles facing) on Lot 2 to soften the look of the retaining wall.

**Response:** Labeling has been modified to match.

10. **Comment:** The landscaping plan needs a note added about irrigation as per Article 5.17.05.03.

**Response:** Note has been added.

11. **Comment:** The landscaping plan has been provided to the City's Design Review Architect for review. Additional comments, if necessary, will be provided upon completion of his review.

**Response:** Noted.

12. **Comment:** In regards to Article 5.15.04.09, there needs to be included a statement that there will be no buildings on Lot 2.

**Response:** A statement that there will be no buildings on Lot 2 has been added to the site plan.

13. **Comment:** Relative to Article 5.15.04.12 please address the ownership and maintenance of Lot 2. It should be the same as the ownership and maintenance of Lot 1.

**Response:** A note addressing ownership and maintenance of Lot 2 has been added to the site plan.

14. **Comment:** Identify by notation on the PUD Site Plan that sidewalks are proposed to be constructed along 145" street.

**Response:** A note has been added to the site plan regarding sidewalks.

15. **Comment:** In regards to Article 5.15.05.02(4), consideration should be given to sidewalks that connect the buildings to the proposed public sidewalks and the hiking/biking trail.

**Response:** Sidewalk has been added to connect buildings. Although sidewalks connecting the buildings to the public sidewalk along 145<sup>th</sup> Street are shown on the revised Site Plan, the extent and layout of the sidewalk will likely be modified with the final building footprints and building permit submittals.

16. **Comment:** A vicinity map needs to be added to the PUD Site Plan to meet the requirements of Article 5.15.05.06

**Response:** A vicinity map has been added to the site plan.

17. **Comment:** In regards to Article 5.15.05.07, a design guideline for Woodhouse Place has been drafted and will be forwarded after the conclusion of the Design Review Architect's finalization of edits. This guideline will be adopted for the development through the PUD Ordinance and will guide the final design review of the buildings after approval of the plat, PUD and CUP.

**Response:** Noted.

#### Conditional Use Permit

18. **Comment:** In reference to Article 6.05.04, please review the comments regarding the drainage study provided in the review letter (of the same date) regarding the revised preliminary and final plat submittal.

**Response:** Drainage study comments were addressed in responses above.

19. **Comment:** The considerations of Article 6.05.05 will be satisfactorily addressed if the traffic impact study is approved by the NDOR and Sarpy County Public Works since they control the abutting public roadways.

**Response:** Noted.

20. **Comment:** The CUP Site Plan and Landscaping Plan set should be adjusted to according to comments 2-5 and 7-11 above.

**Response:** CUP site plan and landscaping plan have been adjusted.

21. **Comment:** Article 6.05.09 considers the impact of glare on adjacent roadways or properties. Information needs to be submitted to address this consideration.

**Response:** The proposed site lighting fixture is an LED fixture with full cutoff photometrics. The fixture will be installed on a 25-foot pole and spaced approximately 75 feet apart at the inner parking areas and approx. 50 feet apart at the vehicle display areas. All fixtures near the perimeter of the parking areas will be specified with a house side shield in order to mitigate any light trespass and glare near the property lines. For the proposed monument sign, we will propose to include ground-mounted flood light fixtures spaced from 10 feet to 15 feet on center to create uniform coverage. These fixtures are intended to be low and non-descript, concealed from view with landscaping. Full photometric calculations will be submitted for review as part of the electrical package of the building construction documents.

Building materials for each of the four buildings will primarily consist of architectural composite metal (ACM), glass, and integral colored masonry. The metal finish for each building shall be 'brushed metallic' or dull to help mitigate any sun reflection or glare. The main facades for each building will face east and will consist of large sections of curtainwall and clear insulated glass w/ low E coating. This glass is intended to be transparent and not reflective, to maximize view of the vehicles on display within

the showroom. Complete building elevations and material samples for each building and monument sign will be submitted for design review.

Documents enclosed are as follows:

1. Revised Preliminary Plat (4 full-size copies and PDF)
2. Revised Final Plat (4 full-size copies and PDF)
3. Revised Exhibits (4 full-size copies and PDF)
  - a. Preliminary Plat Exhibits
    - i. Storm Sewer, Grading, and Erosion Control Plan
    - ii. Drainage Area Map
  - b. Planned Unit Development Exhibits
    - i. PUD Site Plan
    - ii. PUD Landscape Plan
    - iii. PUD Utility Plan
  - c. Conditional Use Permit Exhibits
    - i. CUP Site Plan
    - ii. CUP Landscape Plan
4. Cutsheets of the proposed lighting fixtures (4 copies and PDF)
5. Revised Preliminary Drainage Study (4 copies and PDF)
6. Revised Cost Estimate (4 copies and PDF)
7. Schedule of Construction (4 copies and PDF)

As we discussed on the phone, we will provide a draft version of the CUP agreement in the near future. The draft subdivision agreement will be submitted prior to City Council.

Thank you for your attention to this project. We are requesting that the City place the Woodhouse Place final plat on the agenda for the February 16, 2017 Planning Commission meeting. If you have any questions, please do not hesitate to contact me.

Sincerely,

LAMP RYNEARSON



Michael P. McIntosh, P.E., CFM  
Public Practice Lead

c: Ann Birch  
John Kottmann



February 7, 2017

Mike McIntosh, P.E.  
Lamp Rynearson  
14710 West Dodge Road, Suite 100  
Omaha, NE 68154

RE: Revised Preliminary Plat and Final Plat – 2<sup>nd</sup> Review  
Woodhouse Place

Mr. McIntosh,

We have reviewed the revised documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Subdivision Regulations, the City has the following comments:

Preliminary Plat

1. The traffic study along with a copy of the revised preliminary plat and final plat have been sent to the Nebraska Department of Roads for approval prior to City Council action on these requests.
2. The City Engineer held a meeting with the Engineer of Record for Woodhouse Place and the adjoining Heimes platting, also under review, on February 3, 2017. A revised drainage study, fully addressing the issues in the previous review letter, and related documents need to be submitted and approved prior to City Council review.

Final Plat

3. Sarpy County arranged for a meeting with the developer and the Engineer of Record on February 7, 2017 to discuss the request for reimbursements as far as the sanitary sewer connection to the Sarpy County outfall. It will be assumed the developer will pay for 100% of the costs of construction, potential easements, and any other requirements for construction and/or maintenance of the outfall up and until terms of an agreement can be reached. Please work with Sarpy County to ensure these issues have been resolved prior to City Council review.

A draft subdivision agreement is not required for Planning Commission consideration, but a draft agreement is needed before City Council consideration. It is understood that the applicant does not intend to use a SID for financing the project. The draft

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f: 402-331-4375

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p: 402-331-4343  
f: 402-331-4375

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

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

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

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

**Public Buildings & Grounds**  
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p: 402-331-4343  
f: 402-331-4375

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

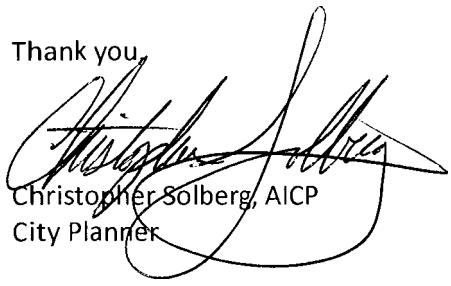
**Recreation**  
8116 Park View Blvd.  
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f: 402-331-0299

subdivision agreement will have to identify who is going to maintain the proposed public improvements until such time as this area is annexed into the City.

In order for the revised Preliminary Plat and Final Plat to be considered for review at the February 16th Planning Commission meeting, revised documents will need to be provided for the Planning Commission packets. Please submit 14 ledger size (11"x17") copies (along with electronic copies) of the required documents by noon on February 9, 2017 to ensure that the application stays on track for the review by the Planning Commission.

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

Thank you,



Christopher Solberg, AICP  
City Planner

cc: Ann Birch, Community Development Director  
John Kottmann, City Engineer



February 7, 2017

Mike McIntosh, P.E.  
Lamp Rynearson  
14710 West Dodge Road, Suite 100  
Omaha, NE 68154

RE: Revised Planned Unit Development (PUD) Site Plan and Conditional Use Permit  
(CUP) – 2nd Review  
Woodhouse Place

Mr. McIntosh,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Zoning Ordinance, the City has the following comments:

Planned Unit Development

1. Article 5.15.04.02 requires easements and financial guarantees for public improvements to be addressed. The final plat and subdivision agreement process will address such items, so approval of the PUD will be contingent on completion of the plat and subdivision agreement process.
2. In regards to the considerations of Article 5.15.04.06 information on proposed site lighting is needed, particularly concerning Lot 2 which abuts Hwy. 50 and is closest to existing residential properties to the east. Fixture cut sheets were provided with the latest submittal. However, a schematic photometric plan needs to be provided for review to ensure that the requirements of Article 5.15.04.06 are met.
3. The landscaping plan has been provided to the City's Design Review Architect for review. Additional comments, if necessary, will be provided upon completion of his review and will need to be addressed prior to City Council approval.
4. In regards to Article 5.15.05.07, a design guideline for Woodhouse Place has been drafted and has been forwarded to the developer's architectural consultant for review. This guideline will be adopted for the development through the PUD Ordinance and will guide the final design review of the buildings after approval of the plat, PUD and CUP.

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**Library**  
9110 Giles Rd.  
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Conditional Use Permit

5. In reference to Article 6.05.04, please review the comments regarding the drainage study provided in the review letter (of the same date) regarding the revised preliminary and final plat submittal.
6. The considerations of Article 6.05.05 will be satisfactorily addressed if the traffic impact study is approved by the NDOR and Sarpy County Public Works since they control the abutting public roadways.
7. Article 6.05.09 considers the impact of glare on adjacent roadways or properties. Fixture cut sheets were provided with the latest submittal. However, a schematic photometric plan needs to be provided for review to ensure that the requirements of Article 6.05.09 are met.

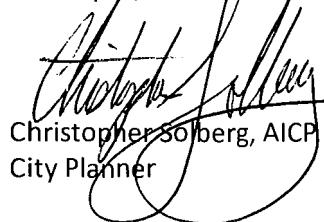
A draft CUP has been received from the representing attorney for the development, Larry Jobeun of Fullenkamp, Doyle & Jobeun. This document is currently under review by the City Attorney's office, a revised draft version of this document that includes the City Attorney's edits will be provided to the Planning Commission.

Additionally, a draft PUD Ordinance has been provided to Fullenkamp, Doyle & Jobeun for review. This ordinance will include the draft design guideline for the development as noted in #4 above.

In order for the PUD and CUP to be considered for review at the February 16th Planning Commission meeting, revised documents will need to be provided for the Planning Commission packets. Please submit 14 ledger size (11"x17") copies (along with electronic copies) of the required documents by noon on February 9, 2017 to ensure that the application stays on track for the review by the Planning Commission.

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

Thank you,



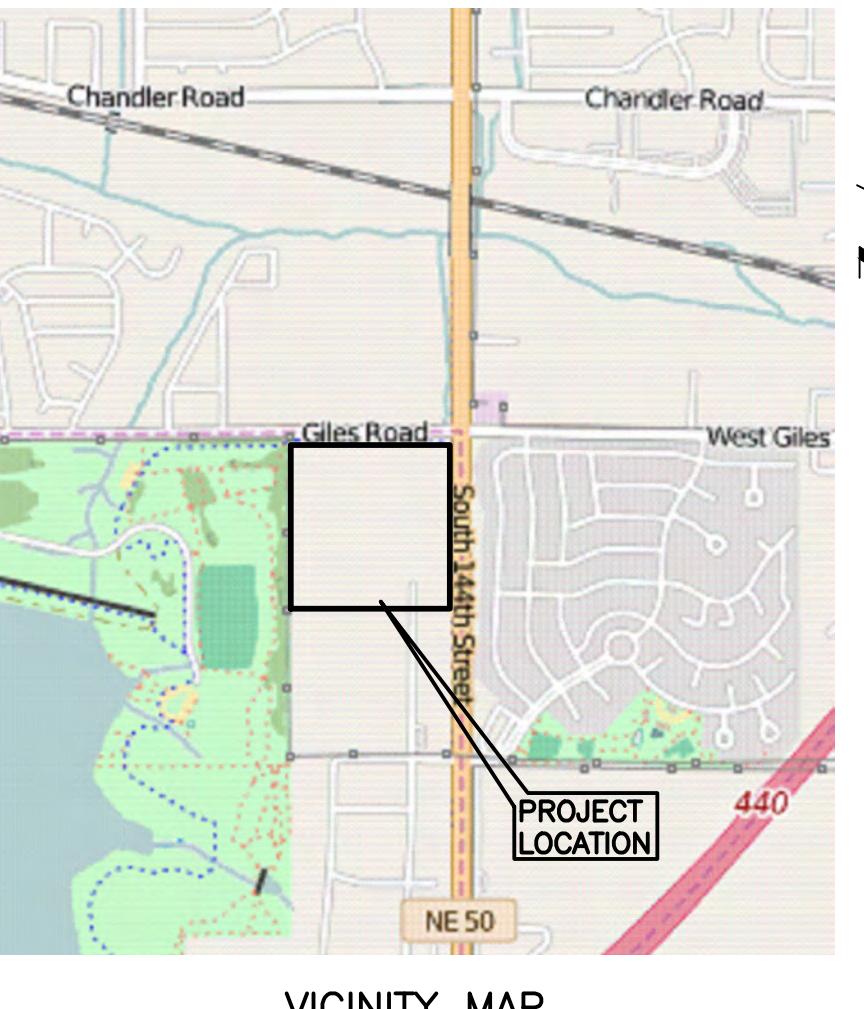
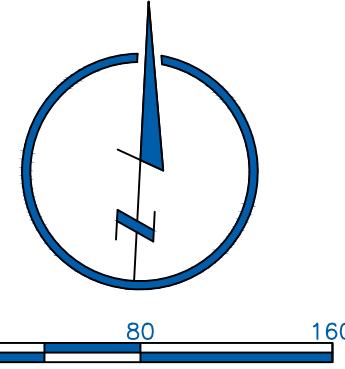
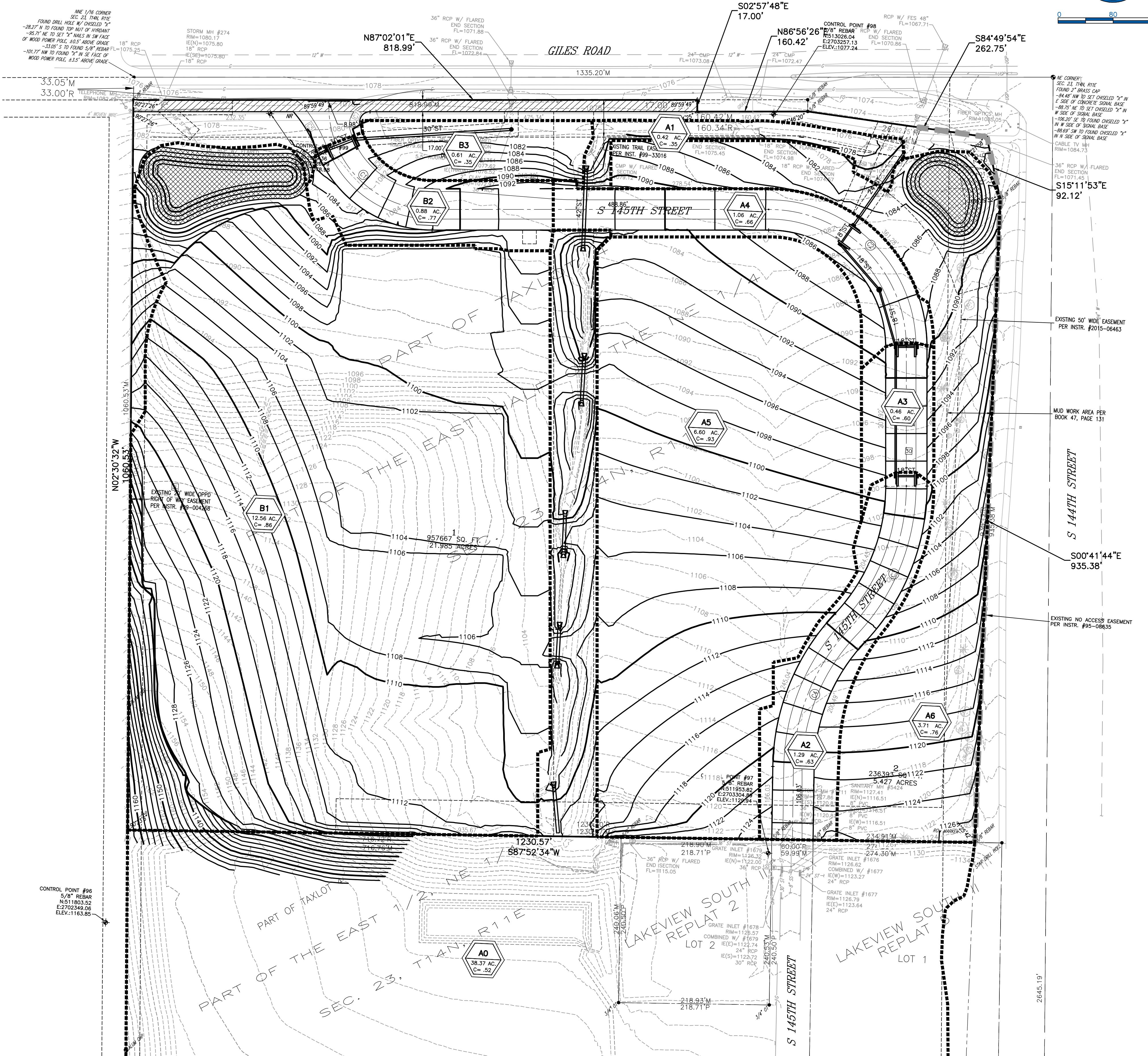
Christopher Solberg, AICP  
City Planner

cc: Ann Birch, Community Development Director  
John Kottmann, City Engineer

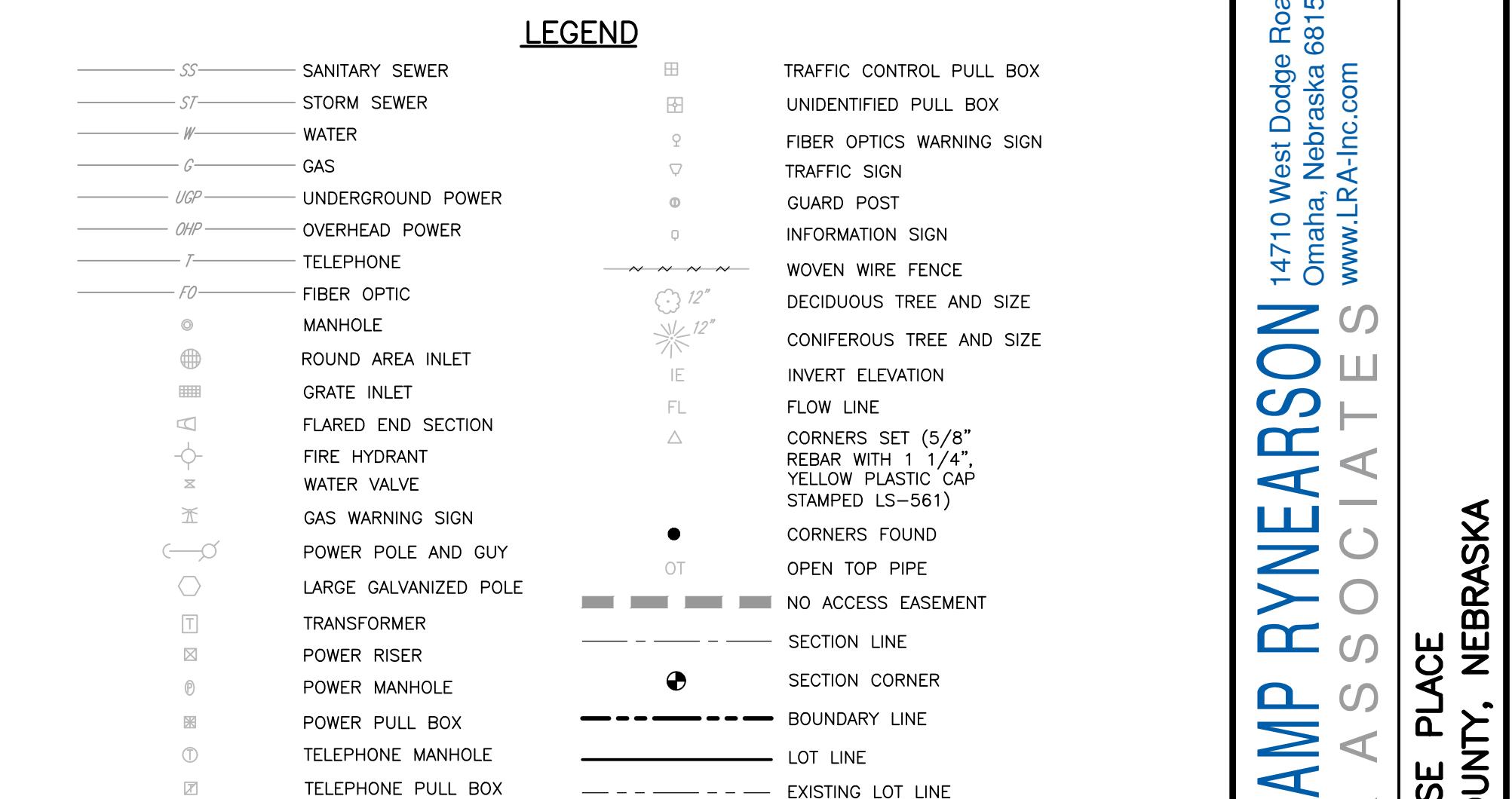


# WOODHOUSE PLACE

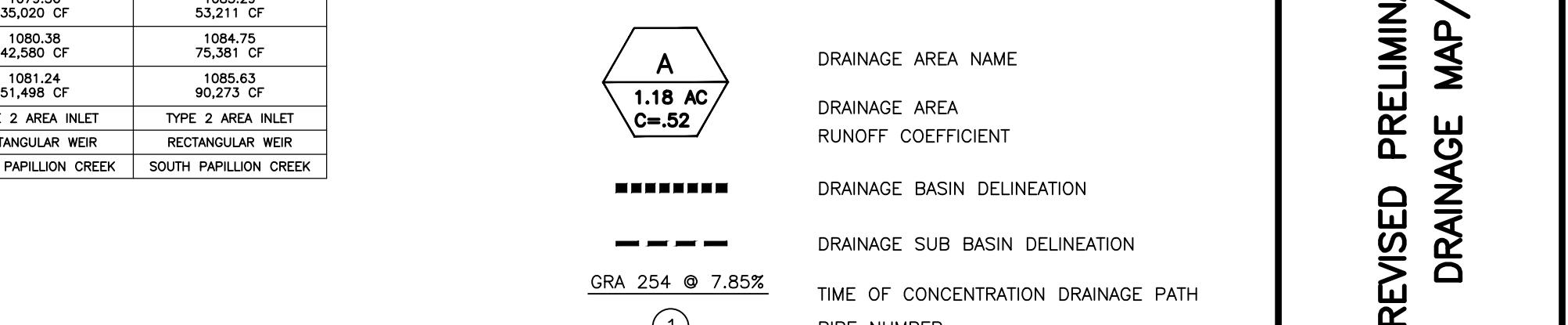
LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



VICINITY MAP



STORMWATER DETENTION/WATER QUALITY POND TABLE		
BASIN INFORMATION	BASIN A AT 100 YR	BASIN B AT 100 YR
DRAINAGE AREA (AC)	13.54	14.05
RUNOFF COEFFICIENT	0.80	0.83
$\frac{1}{2}$ WATER QUALITY VOLUME REQUIRED (CF)	24,575	25,500
TOTAL POND VOLUME (CF)	59,708	97,039
POND TOP	1082	1086
POND BOTTOM	1074	1078
2 YEAR STORM MAXIMUM WATER ELEV / MAX VOLUME	1079.56	1083.29
3 YEAR STORM MAXIMUM WATER ELEV / MAX VOLUME	1080.35	1082.11 CF
50 YEAR STORM MAXIMUM WATER ELEV / MAX VOLUME	1081.24	1084.75
RELEASE STRUCTURE	TYPE 2 AREA INLET	TYPE 2 AREA INLET
OVERFLOW	RECTANGULAR WEIR	RECTANGULAR WEIR
RECEIVING BODY OF WATER	SOUTH PAPILLION CREEK	SOUTH PAPILLION CREEK



REVISED PRELIMINARY PLAT  
DRAINAGE MAP/PCSMP

LAMP RYNEARSON & ASSOCIATES

WOODHOUSE PLACE  
SARPY COUNTY, NEBRASKA

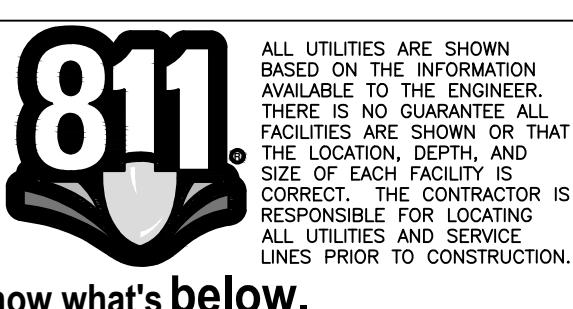
PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SHEET

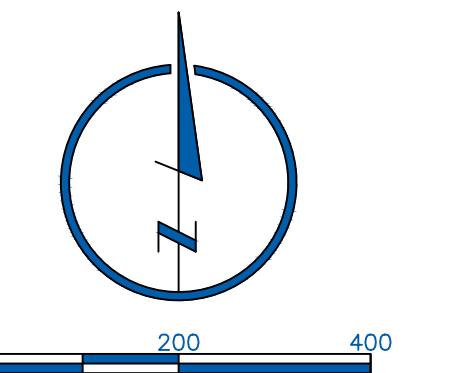
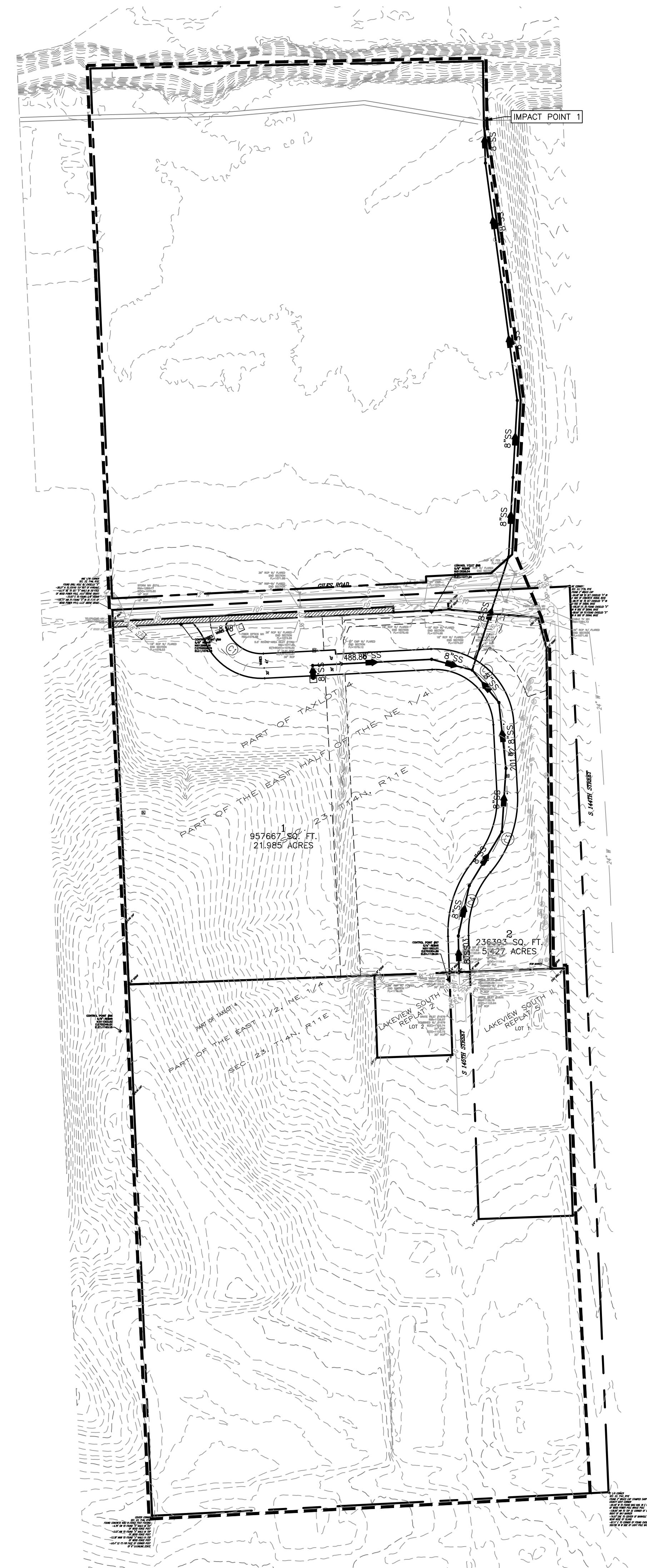
1 OF 1

DRAWN BY: RUK  
DESIGNED BY: RV  
DATE: 01-25-2017  
JOB NUMBER: 100185901-002  
BOOK AND PAGE: 1



LINES PRIOR  
**Know what's below.  
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:\Engineering\0116050\_Woodhouse Auto 144th Giles\DRAWINGS\EXHIBITS\PRELIMINARY PLAT EXHIBITS\0116050-PP-EX-E.dwg, 12/29/2016 1:15:17 PM, ROB VANDERVEEN, LAMP RYNEARSON & ASSOCIATES



**IMPACT POINT COMPUTATION SHEET**  
VERSION 3.4

LRA Job No.	0116050.0 030	Last Revised Date:	08/30/16
City of Omaha No.	N/A	Print Date:	08/30/16
		Design By:	PCH
<u>IMPACT POINT NO.</u>			Check By: LRA
1			
Project: WOODHOUSE PLACE PRELIMINARY PLAT			
Location: 144TH AND GILES			
Design Population:			
Average Sewage Flow:	Commercial 115.98 Acres x 1500 gpd/Acre	=	173970 gpd 173970 gpd
	Equivalent Population (P)		1740 capita
Peak Factor:	HDR Interceptor	=	2.88
Peak Flow:		=	501,034 gpd
Infiltration:		=	74,820 gpd
Total Peak Flow:		=	575,854 gpd
		=	0.891 cfs
Pipe Size:	Nominal 8 (inches)	PVC/HDPE "n"= 0.013	= 7.92 "
Pipe Slope:	0.573563 %	Min. Slope	= 1.00 %
Pipe Capacity:			= 1.18 cfs
Velocity at Peak Flow:			= 3.78 fps
Velocity at Full Flow:			= 3.44 fps

REVISED PRELIMINARY PLAT  
SANITARY SEWER IMPACT POINTS

REVISED PRELIMINARY PLAT  
SANITARY SEWER IMPACT POINTS

## PRELIMINA

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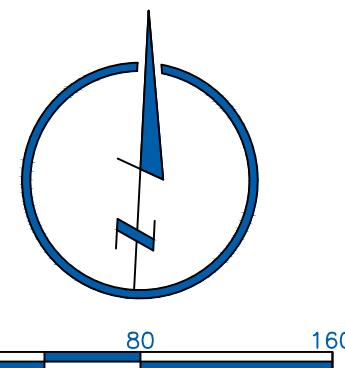
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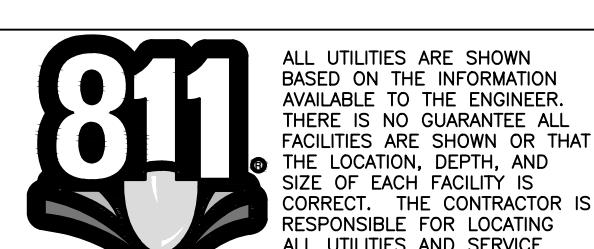


# WOODHOUSE PLACE

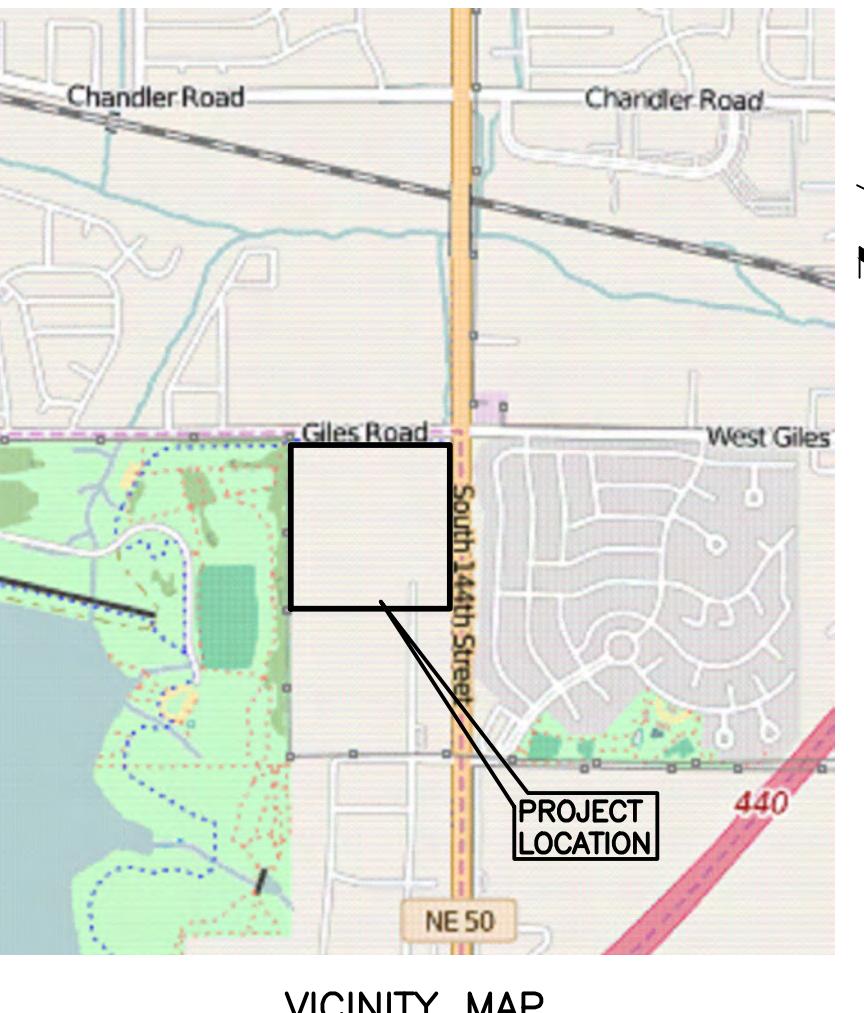
LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



This figure is a detailed topographic map of a construction site in the Lakeview area of Chicago, showing streets like Giles Road, S 145th Street, S 144th Street, and S 145th Street South. The map includes contour lines, utility locations, and proposed infrastructure such as retaining walls and grade changes. Specific features include a proposed retaining wall on the west side of S 145th Street, a proposed grade change of 1335.20' M, and various control points and markers. The map is heavily annotated with construction details and property boundaries.



**Know what's below.  
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## PROXIMITY MAP

## LEGEND

SS	SANITARY SEWER	田	TRAFFIC CONTROL PULL BOX
ST	STORM SEWER	田	UNIDENTIFIED PULL BOX
W	WATER	♀	FIBER OPTICS WARNING SIGN
G	GAS	▽	TRAFFIC SIGN
UGP	UNDERGROUND POWER	①	GUARD POST
OHP	OVERHEAD POWER	□	INFORMATION SIGN
T	TELEPHONE	~~~~~	WOVEN WIRE FENCE
FO	FIBER OPTIC	12"	DECIDUOUS TREE AND SIZE
◎	MANHOLE	12"	CONIFEROUS TREE AND SIZE
●	ROUND AREA INLET	IE	INVERT ELEVATION
■	GRATE INLET	FL	FLOW LINE
▲	FLARED END SECTION	△	CORNERS SET (5/8" REBAR WITH 1 1/4", YELLOW PLASTIC CAP STAMPED LS-561)
◆	FIRE HYDRANT	●	CORNERS FOUND
◆	WATER VALVE	OT	OPEN TOP PIPE
◆	GAS WARNING SIGN	■ ■ ■ ■	NO ACCESS EASEMENT
◆	POWER POLE AND GUY	— — — —	SECTION LINE
◆	LARGE GALVANIZED POLE	●	SECTION CORNER
◆	TRANSFORMER	— — — —	BOUNDARY LINE
◆	POWER RISER	— — — —	LOT LINE
◆	POWER MANHOLE	— — — —	EXISTING LOT LINE
◆	POWER PULL BOX	— — — —	EASEMENT LINE
◆	TELEPHONE MANHOLE	1100'	PROPOSED CONTOUR
◆	TELEPHONE PULL BOX	1100'	PROPOSED CONTOUR (BY OTHERS)
◆		1100'	EXISTING CONTOUR
◆		18"ST	PROPOSED STORM SEWER
◆		●	PROPOSED MANHOLE
◆		▲	PROPOSED F.E.S.
◆		■ ■ ■ ■	PROPOSED CURB INLET (BY OTHERS)
◆		田田田田	PROPOSED SILT BASINS/WATER QUALITY BASIN

REVISED PRELIMINARY PLAT  
STORM SEWER, GRADING AND  
EROSION CONTROL EXHIBIT

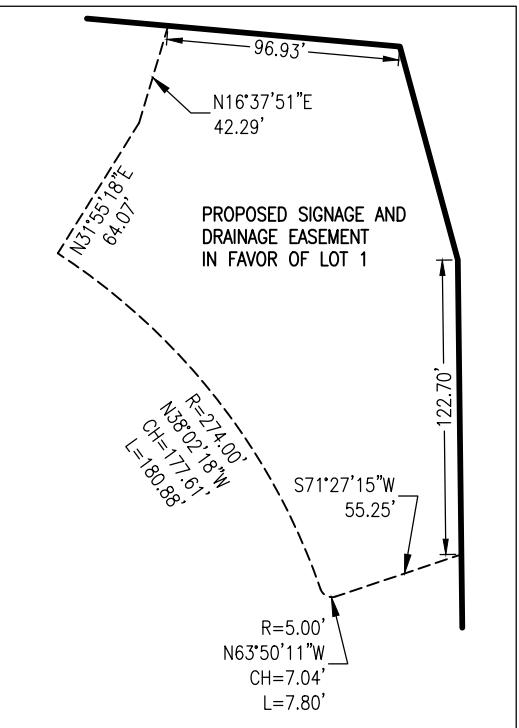
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Page 1 of 1

1 OF 1

**NOTES**

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED (NR).
- LOTS 1 AND 2 WILL HAVE NO DIRECT VEHICULAR ACCESS TO GILES ROAD AND 144TH STREET.
- ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
- ALL PROPOSED STORM SEWER AND DRAINAGE, AND SANITARY SEWER EASEMENTS ARE TO CITY OF LA VISTA VIA SEPARATE RECORDED INSTRUMENT UNLESS NOTED OTHERWISE.

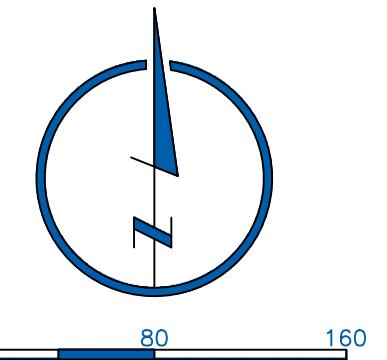


# WOODHOUSE PLACE

LOTS 1 & 2, BEING A REPLAT OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

**LEGEND**

- NO ACCESS EASEMENT
- SECTION LINE
- SECTION CORNER
- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- STREET DEDICATION
- CORNER FOUND



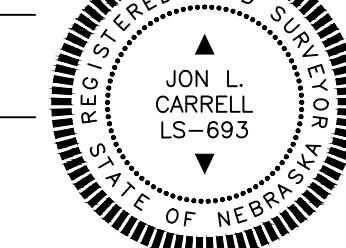
**LOCATED IN:**  
NW 1/4 NE 1/4 SEC. 23-14-11  
NE 1/4 SEC. 23-14-11  
SW 1/4 NE 1/4 SEC. 23-14-11  
SE 1/4 NE 1/4 SEC. 23-14-11

## LAND 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 HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLES, POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS WOODHOUSE PLACE, LOTS 1 AND 2, BEING A REPLAT OF PART OF TAXLOT 4 (FOUR) LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

CONCILIATION LINE, A LINE WITH CHISELED "X" AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 01°45'54" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83 2016 EPOCH) FOR 33.05 FEET ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER SAID SECTION 23, TO A 5/8" REBAR IN THE SOUTH RIGHT OF WAY OF GILES ROAD; THENCE NORTH 87°02'01" EAST FOR 818.99 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUISITION DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 2015-25778 RECORDED WITH THE SARPY COUNTY REGISTER OF DEEDS ON OCTOBER 20, 2014; THENCE NORTH 02°57'48" EAST FOR 17 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE SOUTHWEST CORNER OF SAID RIGHT OF WAY ACQUISITION; THENCE NORTH 02°56'26" EAST FOR 160.42 FEET TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 AT THE SOUTHEAST CORNER OF SAID RIGHT OF WAY ACQUISITION; THENCE SOUTH 84°49'54" EAST FOR 262.75 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A CONCRETE NAIL WITH WASHER STAMPED LS 308 IN THE WEST RIGHT OF WAY LINE OF 144TH STREET; THENCE SOUTH 151°00'41" EAST FOR 92.18 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR; THENCE NORTH 00°41'44" EAST FOR 935.38 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR IN THE NORTH LINE OF LOT 1, LAKEVIEW SOUTH 144TH STREET, A SUBDIVISION AS RECORDED AND RECORDED IN THE SAME COUNTY OF NEBRASKA; THENCE SOUTH 87°27'47" WEST FOR 1234.57 FEET ON THE WEST LINE OF SAID LOT 1, AND ALSO LOT 2, LAKEVIEW SOUTH 2, REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, EXTENDED WEST TO THE WEST LINE OF SAID TAXLOT FOUR (4), TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 IN THE WEST LINE OF SAID TAXLOT 4, ALSO BEING IN THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 02°30'32" WEST FOR 1060.53 FEET TO THE POINT OF BEGINNING. CONTAINS 1,320,338 SQUARE FEET OR 30.311 ACRES AS FIELD MEASURED.

JON L. CARRELL, L.S. 693



DATE

**DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS AND AMERICAN NATIONAL BANK, MORTGAGEE OF THE PROPERTY DESCRIBED IN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS HEREIN SHOWN, AND SUBDIVIDED TO BE HEREBY KNOWN AS LAKEVIEW SOUTH 144TH STREET, LOTS 1 AND 2, DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON, FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTEE AND TO THE GRANTEE'S HEIRS, ASSIGNS OR ASSIGNEES, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

## GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON, AND ON CABLES, FOR THE CARRYING AND TRANSFERRING OF ELECTRIC CURRENT, FOR LIGHT, HEAT, AND POWER, AND FOR THE TRANSMISSION OF SIGNALS, BUNDLES OF ALL KINDS, THROUGH THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, AND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. SAID 16-FOOT-WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID 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 HEREBY GRANTED.

FOR SIGNAGE AND DRAINAGE WE DO HEREBY GRANT THE SIGNAGE AND DRAINAGE EASEMENT SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF ENTRANCE MARKERS AND LANDSCAPING IN FAVOR OF LOT 1.

LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

PAUL CECH (PRINTED TITLE)

AMERICAN NATIONAL BANK, MORTGAGEE

(PRINTED NAME) SIGNATURE

(PRINTED TITLE)

## ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA ) SS STATE OF NEBRASKA ) SS  
COUNTY OF ) COUNTY OF )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF 2017

BY PAUL CECH, (PRINTED TITLE) OF  
LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF 2017

BY (PRINTED NAME) (PRINTED TITLE) OF  
AMERICAN NATIONAL BANK ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC

## LOT 2 SIGNAGE AND DRAINAGE EASEMENT DETAIL

NO SCALE

POINT OF COMMENCEMENT  
LINE 870201E  
SEC 23, T 14N, R 11E  
-28.27' TO FOND CHISELED "X"  
-35.71' TO SET "X" MALES IN SW FACE  
OF WOOD POWER POLE 40.5' ABOVE GRADE  
-101.77' NW TO FOND "X" IN SE FACE OF  
WOOD POWER POLE 3.5' ABOVE GRADE

POINT OF BEGINNING  
SD14554E  
33.05'

POINT OF BEGINNING  
SD2726E  
232.35'

POINT OF BEGINNING  
SD2726E

**SUBDIVISION AGREEMENT**

(Woodhouse Place)

**(Replat of Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11, which shall henceforth be replatted as Lots 1-2, Woodhouse Place)**

THIS AGREEMENT, made this 4th day of April, 2017, among LB Southwest LLC, a Nebraska limited liability company, (hereinafter referred to as the "Subdivider"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

**WITNESSETH:**

WHEREAS, Subdivider is the owner of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Replat or the Replatted Area". The Replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat"); and,

WHEREAS, the Subdivider proposes to build private improvements within the Replatted Area that are primarily comprised of buildings, parking and related improvements for four automobile dealerships. Construction of such improvements is planned in phases. The first phase will be comprised of [REDACTED] ("Phase One"); and

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

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

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

and

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

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

1. Replattings. Subject to the terms of this Agreement, Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11 shall be replatted as Lots 1-2, Woodhouse Place, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat, which shall include a demonstration of any easements required to convey major storm sewer events (hundred year flood) over the surface of

the property, in a form and content satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.

3. Perimeter Sidewalks. Subdivider, within the time required by City rules or regulations as specified by the City Engineer and in any event no later than five (5) years from the date of the filing of the final plat with the Sarpy County Register of Deeds, shall install sidewalks in accordance with City sidewalk policies as they may from time to time exist, at the Subdivider's sole cost.
4. Storm Water Management Plan: Subdivider, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control in compliance with applicable regulations. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit D." Plans and specifications for such storm water management improvements shall be prepared, before issuance of a permit for grading or construction of improvements in the Replatted Area, by Subdivider's engineer at Subdivider's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting any grading or construction of such improvements.
5. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit E" shall be entered into between Subdivider and City prior to starting construction of improvements in the Replatted Area, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:
  - A. identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider at its expense,
  - B. include provisions to control when post-construction storm water features are to be constructed,
  - C. differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
  - D. provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
  - E. provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of Subdivider and all successors, assigns and future owners of the Replatted Area or any part thereof.

6. Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property shown on "Exhibit A" shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.
7. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
8. Construction/Installation of Improvements.
  - A. Prior to the City's release of the Final Plat to Subdivider for recording, Subdivider will provide City a surety bond written by a surety and in form and content satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct the Improvements including MUD water, OPPD power and other infrastructure costs as provided in Exhibit I.
    1. Paving. Concrete paving not less than eight inches (8") in depth with integral curb, and of a width as shown on the paving plan for the Subdivision (Exhibit "F" attached hereto), and which paving shall be constructed in dedicated street right-of-way of Virginia Street and South 145<sup>th</sup> Street per the final plat (Exhibit "B").
    2. Sanitary Sewers. All sanitary sewer mains, manholes, and related appurtenances to be constructed within or serving the Subdivision, which shall be constructed in street right-of-way of Virginia Street and South 145<sup>th</sup> Street as more fully shown on public sewer plan attached hereto as Exhibit "H".
    3. Storm Sewers. Storm sewers, inlets, manholes, and related appurtenances constructed in dedicated street right-of-way of Virginia Street and South 145<sup>th</sup> Street and within storm sewer easements as shown on final plat (Exhibit "B") and on storm sewer plan for the Subdivision (Exhibit "F" hereto).
    4. Water. MUD water service, including domestic and firefighting flows, to serve all lots within the Subdivision to be installed in Virginia Street and South 145<sup>th</sup> Street right-of-way.
    5. Gas. Gas mains to serve all lots to be constructed in Virginia Street and South 145<sup>th</sup> Street right-of-way.
    6. Power. Underground electrical power to serve all properties within the Subdivision.
    7. Street Lighting. Street lighting of a height, illumination and design to be approved by City and determined by City to be necessary.
    8. The timing, plans and specifications for and location of each improvement, and any other requirements of this Agreement with respect to any such improvement, shall be in accordance with established City requirements and shall be subject to

approval of the City's Engineer prior to starting construction or installation of any said improvement.

9. Administrative Fee. Subdivider shall pay to City an amount equal to two percent (2%) of the actual construction cost of Subdivider paid improvements as administrative expenses incurred by City in connection with the administration of this Agreement. Estimated payment shall be made on the basis of two percent (2%) of the construction and/or installation cost estimates for the various improvements computed by the Subdivider's engineer, which estimated amount shall be paid to the City at the time the plans and specifications are submitted to the City for City for final review and approval.
10. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Plat, as finally approved by the City in the PUD, Exhibit "C". Roads and driveways identified in the Plat for use of the public, at Subdivider's sole cost unless otherwise specified in this Agreement, shall be constructed to City approved specifications and shall not be less than eight inches (8") P.C. concrete paving. 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 the terms of the Subdivision Agreement.
11. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.
12. Tract Sewer Connection Fees. Subdivider agrees that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "G" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements.

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

Lot 1, Commercial	21.985 ± AC @ \$5,500/AC	\$120,917.50
Lot 2, Commercial	5.427 ± AC @ \$5,500/AC	\$29,848.50
Total		\$150,766.00

Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Commercial	21.985 ± AC @ \$6,331/AC	\$147,079.65
Lot 2, Commercial	5.427 ± AC @ \$6,690/AC	\$36,306.63
Total		\$183,386.28

The aforestated fee of \$6,690 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid. A sanitary sewer connection agreement shall be required of the Subdivider with respect to all lots in the Platted Area as a condition of release of the Final Plat to Subdivider for recording, in form and content attached hereto as Exhibit G, subject to any additions or changes the City Engineer determines necessary or advisable.

13. **Infrastructure to be at Private Expense.** The cost of all infrastructure, improvements and easements within and serving the Replatted Area, including but not limited to parking and internal street improvements, ingress and egress, sidewalks, sanitary sewer (except as provided in Section 14 below), storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed, maintained, operated, repaired and replaced at private expense and the sole cost and expense of Subdivider and any successor or assign of Subdivider to ownership of any lot within the Replatted Area, and no part thereof shall be the responsibility of or at the expense of the City.
14. **Private Financing of Improvements.** The parties agree that the entire cost of all public improvements set out in Section 3 or 8 herein, and any other infrastructure, shall be paid by the Subdivider. The Replatted Area shall not be included within the boundaries of any sanitary improvement district and no other form of public financing shall be utilized in construction of the improvements for the Replatted Area, except as otherwise approved by City. Notwithstanding the foregoing, the City acknowledges and agrees that with respect to the costs for installation of the sanitary improvements referenced in Section 8(A)(2), Subdivider shall only be responsible for the costs of the sanitary sewer lines and the related facilities located within the boundaries of the Replatted Area, and the City, in cooperation with Sarpy County, desires to enter into an Interlocal Cooperation Agreement which would provide that Sarpy County shall be responsible for the installation and payment of all costs for the portion of the sanitary sewer lines and related facilities that will extend beyond the Replatted Area to the main line.
15. **Maintenance and Repair of Infrastructure Improvements.** The Subdivider, at Subdivider's sole cost and expense, shall maintain and keep in good repair, in perpetuity, all improvements of or benefiting the Subdivision, provided that City, subject to the following improvements being in good condition and repair at the following times, will assume responsibility for repair and maintenance of the following:
  - A. The following improvements within Virginia Street and South 145<sup>th</sup> Street right-of-way and approved easements granted to the City at time of City's annexation of the Subdivision:
    1. Paving (exclusive of median and median improvements), public storm sewer, and public sanitary sewer.
    2. OPPD charges for maintenance and energizing of street lighting, except as otherwise may be provided by policies or procedures of OPPD as implemented or amended from time to time for payment of any such charges by property owners.

Except for the foregoing improvements within Virginia Street and South 145<sup>th</sup> Street right-of-way and approved easements granted to the City as afore-provided to be the

City's obligations, the obligation to repair, maintain and reconstruct improvements shall be that of the Subdivider, at Subdivider's sole cost and expense.

16. Easements. All proposed easements by the Subdivider, and easements required by the City, for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City.
17. Ownership Representation. LB Southwest LLC, by signing below and the Final Plat of Woodhouse Place, does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the Replatted Area at date of execution of this Agreement and at date of recording the final plat. If LB Southwest LLC, after the final plat is recorded, desires to convey part of the Replatted Area, LB Southwest LLC, before such conveyance shall execute and record with the Sarpy County Register of Deeds covenants and easements to provide for the use, construction, operation, maintenance, replacement, and repairs of any areas or improvements that benefit or are used or shared by any two or more parts of the Replatted Area, in form and content satisfactory to the City Engineer.
18. Planned Unit Development. Subdivider has made application to City for approval of a Planned Unit Development on Lots 1-2 of the Replat. Subdivider specifically has requested Planned Unit Development zoning for the Replatted Area under Section 5.15 of the La Vista Zoning Ordinance No. 848, and Subdivider's applications and City approvals shall be thereunder, and all grading, installation of infrastructure, development and buildout shall be in strict accord with the provisions of said Section and the approved Woodhouse Place Planned Unit Development a copy of which is attached hereto as Exhibit "C", except as shall be amended by the City Council in the required manner. The application for the Planned Unit Development, ("Application") as on file with the City Clerk is incorporated herein by this reference, and said Application, as well as the underlying C-3 zoning district regulations and Gateway Corridor Overlay District regulations, shall continue to be applicable and govern within the Replatted Area, except as provided for in the approved Woodhouse Place Planned Unit Development, this Agreement, applicable conditional use permit, or conditions of Planning Commission or City Council approval. Subject to applicable requirements of City ordinance, rules and regulations:
  - a. Construction of buildings, structures and other improvements of Phase One of the Replatted Area will commence within 12 months after the date of City Council approval of the Woodhouse Place Planned Unit Development and will be completed within 24 months thereafter; and
  - b. Construction of subsequent phases will begin as described in the Application or as economics and demand otherwise warrant, and be constructed in accordance with a schedule approved by the City Engineer or Building Inspector and timeframe provided in Section 5.15.04.01 of the La Vista Zoning Ordinance, as amended from time to time. Construction of any subsequent phase will be completed within 24 months after construction of the phase commences.

19. **Building Design.** Building design will be controlled by the Woodhouse Place Design Guidelines, as adopted within the Woodhouse Place PUD Ordinance.

20. **Exhibit Summary.** The Exhibits proposed by Lamp Rynearson & Associates, engineers for the Subdivider, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

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

21. **Right to Enforce.** Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.

22. **Incorporation of Recitals.** Recitals at this beginning of this Agreement are incorporated into this Agreement by reference.

23. **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.

24. **Assignment.** This Agreement may not be assigned by any party without the express written consent of all parties.

25. **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.

26. **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.

27. **City Engineer to be Determiner.** Notwithstanding anything in this Agreement to the contrary, the City shall have the right, but not any obligation, to inspect any work on or relating to the improvements described in this Agreement, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer

determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.

28. **City Access/Repair.** The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replatted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such improvements and to assess against the Subdivider and the property in the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorney fees incurred by City in such foreclosure
29. **City Exercise of Rights Discretionary.** City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider, or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.
30. **Filing of Record.** The Subdivider, at its expense when recording the Final Plat, shall record this Agreement and the covenants or easements required by this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause recorded copies thereof to be transmitted to the City Administrator.
31. **Covenants Running With the Land.** The Final Plat, this Agreement and all documents, obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded by Subdivider with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider and all successors and assigns gaining or claiming any interest or lien in, to or against any property within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider or Association. City shall have the right, but not the obligation, to enforce any and all covenants. After City releases the Final Plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska.

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

LB Southwest LLC, a Nebraska LLC

By: LB Southwest LLC

Its: Sole Member

By: \_\_\_\_\_  
Paul Cech, LB Southwest LLC

ATTEST:

CITY OF LA VISTA

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

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

## ACKNOWLEDGMENT OF NOTARY

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

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

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

---

## Notary Public

## ACKNOWLEDGMENT OF NOTARY

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

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

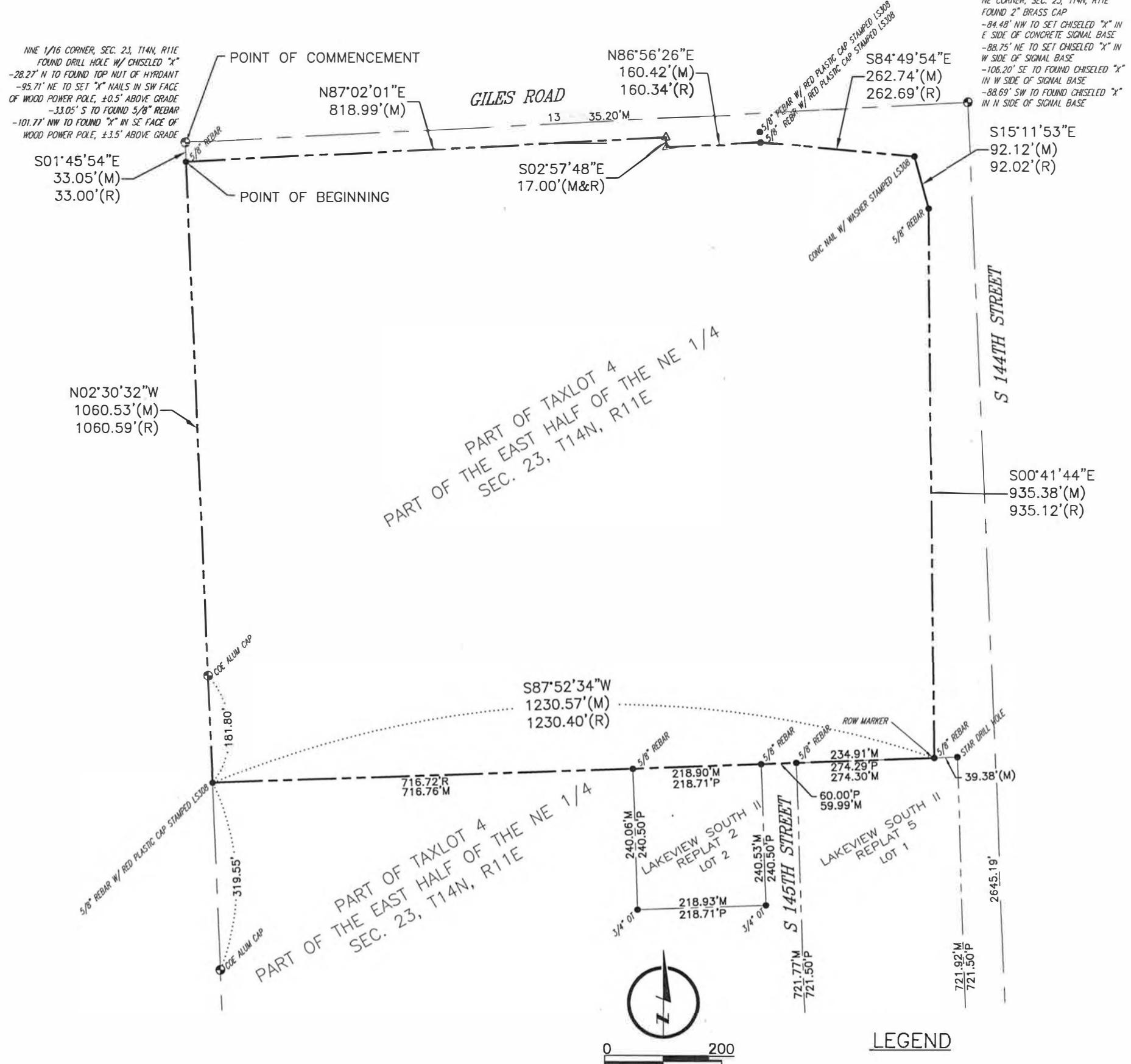
WITNESS my hand and Notarial Seal the day and year last above written.

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## Notary Public

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

# LAND SURVEYOR'S CERTIFICATE



## LEGAL DESCRIPTION

PART OF TAXLOT 4 (FOUR) LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE WITH CHISELED "X" AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 01°45'54" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83 2016 EPOCH) FOR 33.05 FEET ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER SAID SECTION 23, TO A 5/8" REBAR IN THE SOUTH RIGHT OF WAY OF GILES ROAD;

THENCE NORTH 87°02'01" EAST FOR 818.99 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUISITION DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 2015-25778 RECORDED WITH THE SARPY COUNTY REGISTER OF DEEDS ON OCTOBER 20, 2014;

THENCE SOUTH 02°57'48" EAST FOR 17 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE SOUTHWEST CORNER OF SAID RIGHT OF WAY ACQUISITION;

THENCE NORTH 86°56'26" EAST FOR 160.42 FEET TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 AT THE SOUTHEAST CORNER OF SAID RIGHT OF WAY ACQUISITION;

THENCE SOUTH 84°49'54" EAST FOR 262.75 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A CONCRETE NAIL WITH WASHER STAMPED LS 308 IN THE WEST RIGHT OF WAY LINE OF 144TH STREET;

THENCE SOUTH 15°11'53" EAST FOR 92.12 FEET TO A 5/8" REBAR;  
THENCE SOUTH 00°41'44" EAST FOR 935.38 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR IN THE NORTH LINE OF LOT 1, LAKEVIEW SOUTH 2, REPLAT 5, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA;

THENCE SOUTH 87°52'34" WEST FOR 1230.57 FEET ON THE NORTH LINE OF SAID LOT 1, AND ALSO LOT 2, LAKEVIEW SOUTH 2, REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA EXTENDED WEST TO THE WEST LINE OF SAID TAXLOT FOUR (4), TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 IN THE WEST LINE OF SAID TAXLOT 4, ALSO BEING IN THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 02°30'32" WEST FOR 1060.53 FEET TO THE POINT OF BEGINNING.  
CONTAINS 1,320,338 SQUARE FEET OR 30.311 ACRES AS FIELD MEASURED.

PROPERTY LINE

SECTION CORNER

△ CORNERS SET (5/8" REBAR WITH 1 1/4", YELLOW PLASTIC CAP STAMPED LS-561)

● CORNERS FOUND

M MEASURED DIMENSIONS

P PLAT DIMENSIONS

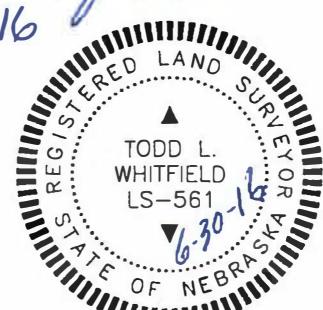
R RECORDED DIMENSIONS

COE CORE OF ENGINEERS

## LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

*Todd L. Whitfield*  
DATE OF SIGNATURE: 6-30-2016



LAMP RYNEARSON  
& ASSOCIATES

DRAWN BY  
RER

DESIGNED BY  
TLW

REVIEWED BY  
PROJECT - TASK NUMBER

0116050

DATE  
6/29/16

BOOK AND PAGE

REVISIONS

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

**NOTES**

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED (NR).
5. LOTS 1 AND 2 WILL HAVE NO DIRECT VEHICULAR ACCESS TO GILES ROAD AND 144TH STREET.
6. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
5. ALL PROPOSED STORM SEWER AND DRAINAGE AND SANITARY SEWER EASEMENTS ARE TO CITY OF LA VISTA VIA SEPARATE RECORDED INSTRUMENT UNLESS NOTED OTHERWISE.

**WOODHOUSE PLACE**

LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

**POINT OF COMMENCEMENT**  
NE 1/4 CORNER SEC. 23, T14N, R11E  
FOUND DRILL HOLE "X" IN  
WOOD POWER POLE #35' ABOVE GRADE  
-28.27' N TO FOUND TOP NUT OF HYDRANT  
-85.71' NE TO SET "X" NAILS IN SW FACE  
OF WOOD POWER POLE #35' ABOVE GRADE  
-33.05' S TO FOUND "X" IN SE FACE OF  
WOOD POWER POLE #35' ABOVE GRADE  
-101.77' NW TO FOUND "X" IN SE FACE OF  
WOOD POWER POLE #35' ABOVE GRADE

**LOT 2 SIGNAGE AND DRAINAGE EASEMENT DETAIL**  
NO SCALE

**PARCEL CURVE TABLE**

CURVE #	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C5	184.00'	N33°46'56"E	64.71'	65.05'	20°15'19"
C6	108.00'	S55°07'46"E	132.49'	142.63'	75°40'04"
C7	15.00'	S34°52'09"W	23.69'	27.31'	104°19'45"

**LAND 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 HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND END POINTS OF THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND END POINTS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS WOODHOUSE PLACE, LOTS 1 AND 2, BEING A REPLATTING OF PART OF TAXLOT 4 (FOUR) LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE WITH CHISELED "X" AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 01°45'54" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83 2016 EPOCH) FOR 33.05 FEET ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER SAID SECTION 23, TO A 5/8" REBAR IN THE SOUTH RIGHT OF WAY LINE; THENCE NORTH 02°02'01" EAST FOR 818.99 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE NORTHEAST CORNER OF THE RIGHT OF WAY ACQUISITION DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 2015-25778 RECORDED WITH THE SARPY COUNTY DEPARTMENT OF DEEDS ON OCTOBER 20, 2014;

THEIR OUTLINE 144TH STREET FOR 17 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE SOUTHWEST CORNER OF SAID RIGHT OF WAY ACQUISITION;

THENCE NORTH 86°56'26" EAST FOR 160.42 FEET TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 AT THE SOUTHEAST CORNER OF SAID RIGHT OF WAY ACQUISITION;

THENCE SOUTH 04°49'54" EAST FOR 262.75 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A CONCRETE NAIL WITH WASHER STAMPED LS 308 IN THE WEST RIGHT OF WAY LINE OF 144TH STREET;

THENCE SOUTH 151°11'53" EAST FOR 92.12 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR;

THENCE SOUTH 00°41'44" EAST FOR 935.38 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR IN THE NORTH LINE OF LOT 1, LAKEVIEW SOUTH 2, REPLAT 5, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA;

THENCE OUTLINE 87°52'34" WEST FOR 1230.57 FEET ON THE NORTH LINE OF SAID LOT 1, AND ALSO LOT 2, LAKEVIEW SOUTH 2, REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA EXTENDED WEST TO THE WEST LINE OF SAID TAXLOT FOUR (4), TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 IN THE WEST LINE OF SAID TAXLOT 4, ALSO BEING IN THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 02°30'32" WEST FOR 1060.53 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,320,338 SQUARE FEET OR 30.311 ACRES AS FIELD MEASURED.

**REGISTERED LAND SURVEYOR STATE OF NEBRASKA**  
JON L. CARRELL, L.S. 693

**DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS AND AMERICAN NATIONAL BANK, MORTGAGEES OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND ENBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS WOODHOUSE PLACE, LOTS 1 AND 2, DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

**GRANTS OF EASEMENTS**

FOR POWER AND COMMUNICATIONS  
PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW 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 AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. 16-FOOT-WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LOT IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID 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.

FOR SIGNAGE AND DRAINAGE  
WE DO HEREBY GRANT THE SIGNAGE AND DRAINAGE EASEMENT SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF ENTRANCE MARKERS AND LANDSCAPING IN FAVOR OF LOT 1.

LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

**ACKNOWLEDGEMENT OF NOTARIES**

STATE OF NEBRASKA ) SS  
COUNTY OF \_\_\_\_\_ )  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017  
BY PAUL CECH, \_\_\_\_\_ OF  
LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.  
SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA ) SS  
COUNTY OF \_\_\_\_\_ )  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017  
BY \_\_\_\_\_ OF  
AMERICAN NATIONAL BANK ON BEHALF OF SAID BANK.  
SIGNATURE OF NOTARY PUBLIC

**REVIEW BY SARPY COUNTY PUBLIC WORKS**  
THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS DAY OF \_\_\_\_\_, 2017.

**SARPY COUNTY TREASURER'S CERTIFICATE**  
THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND ENBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS DAY OF \_\_\_\_\_, 2017.

**APPROVAL OF THE CITY OF LA VISTA PLANNING COMMISSION**  
THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS DAY OF \_\_\_\_\_, 2017.

**ACCEPTANCE BY LA VISTA CITY COUNCIL**  
THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS DAY OF \_\_\_\_\_, 2017  
IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

**DOUGLAS KINDIG, MAYOR ATTEST:**  
DOUGLAS KINDIG, MAYOR ATTEST:  
PAM BUETHE, CITY CLERK

**REVISIONS**

**FINAL PLAT**

**PLAT**

**RECORDING INFORMATION**

PLAT NUMBER: 402-496-27301 F  
OWNER: LAMP RYNEARSON & ASSOCIATES  
ADDRESS: 14710 West Dodge Road, Suite 100, Omaha, Nebraska 68154-2027  
WEBSITE: www.LRA-Inc.com

**RECORDING INFORMATION**

PLAT NUMBER: 402-496-24981 P  
OWNER: LAMP RYNEARSON & ASSOCIATES  
ADDRESS: 14710 West Dodge Road, Suite 100, Omaha, Nebraska 68154-2027  
WEBSITE: www.LRA-Inc.com

**RECORDING INFORMATION**

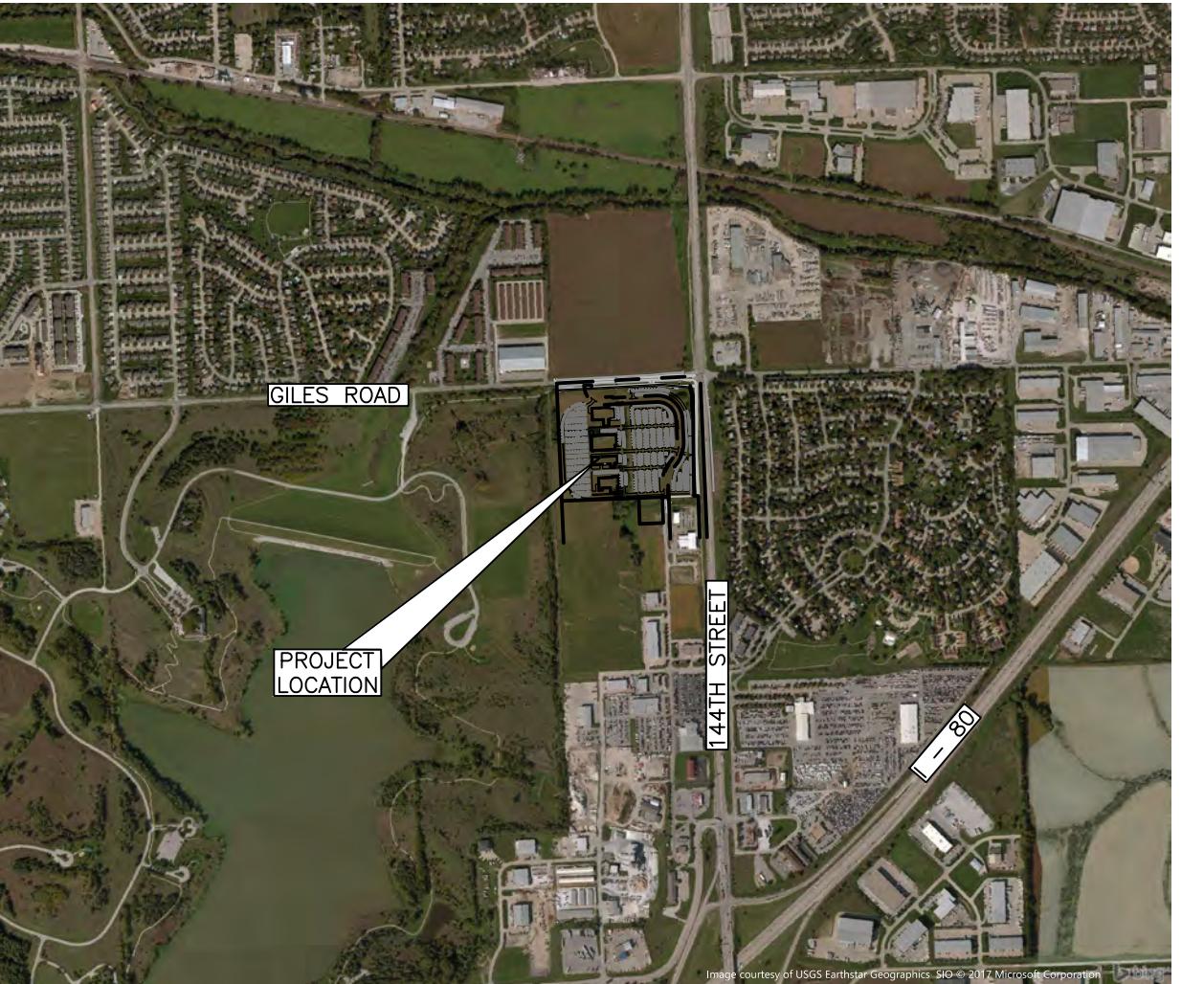
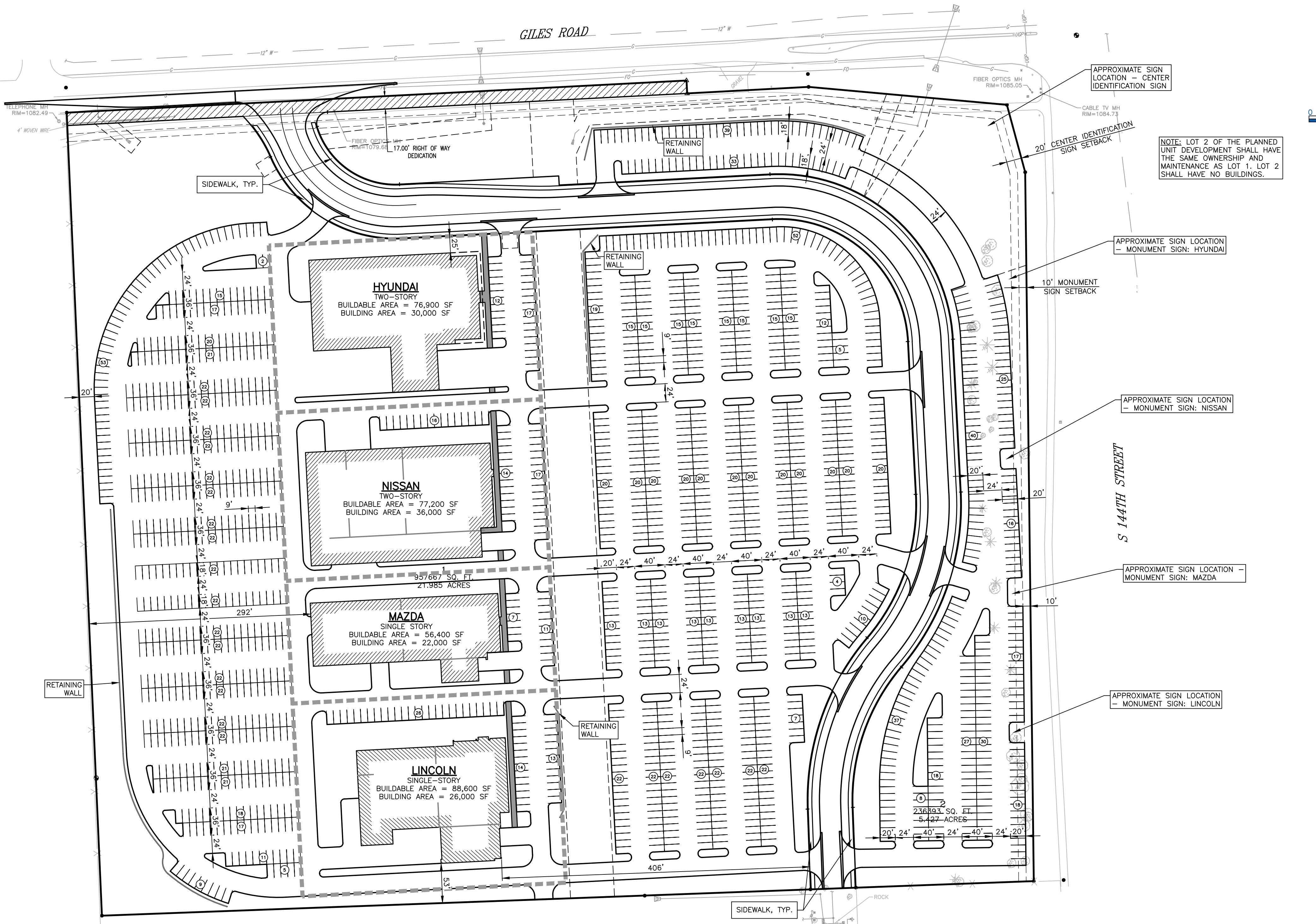
PLAT NUMBER: 01160501-003  
OWNER: LAMP RYNEARSON & ASSOCIATES  
ADDRESS: 14710 West Dodge Road, Suite 100, Omaha, Nebraska 68154-2027  
WEBSITE: www.LRA-Inc.com

**RECORDING INFORMATION**

PLAT NUMBER: 01160501-003  
OWNER: LAMP RYNEARSON & ASSOCIATES  
ADDRESS: 14710 West Dodge Road, Suite 100, Omaha, Nebraska 68154-2027  
WEBSITE: www.LRA-Inc.com

**Exhibit "C":**

**Planned Unit Development (PUD)**



**GAL DESCRIPTION:** LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4,  
PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF  
SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST  
PLANNED UNIT DEVELOPMENT

DRESS 144TH STREET AND GILES ROAD  
PLICANT WOODHOUSE AUTO FAMILY - PAUL CECH  
ONE NUMBER 402-660-2317  
E TYPE: AUTO SALES AND SERVICE

NING: C-3 W/ GATEWAY CORRIDOR DISTRICT OVERLAY (SEE SECTION 5.12)

[ ] PERMITTED USE  
[X] CONDITIONAL USE  
[ ] SPECIAL USE

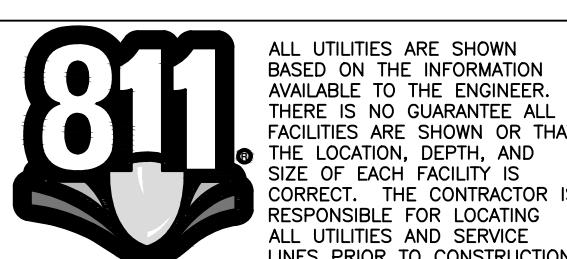
TE REGULATORS (SEE SECTION 5.12.06):

	<u>ALLOWED</u>	<u>PROPOSED (LOT 1)</u>	<u>PROPOSED (LOT 2)</u>
SITE AREA	10,000 SF	957,667 SF	236,393 SF
MINIMUM WIDTH	NO REQUIREMENT	N/A	N/A
GROSS FLOOR AREA (TOTAL FINISHED)	NO REQUIREMENT	299,100 SF MAX	N/A
FAR (C/A)	NO REQUIREMENT	0.31	N/A
SETBACK			
FRONT YARD	25 FEET	25 FEET	N/A
STREET SIDE YARD	15 FEET	406 FEET	N/A
INTERIOR SIDE YARD	15 FEET	292 FEET	N/A
REAR YARD	15 FEET	53 FEET	N/A
HEIGHT	90 FEET MAXIMUM	90 FEET MAX	N/A
BUILDING COVER (%)	60%	31% MAX	N/A
IMPERVIOUS COVER (%)	NO REQUIREMENT	80%	N/A
PARKING REQUIREMENTS (SEE SECTION 7.06)	1 STALL/500 SF OF FLOOR AREA = 228	1,468 STALLS	308 STALLS
ACCESSIBLE PARKING (SFF SECTION 7.08)	7 STALLS	7 STALLS MIN	N/A

#### WORKING LANDSCAPE REQUIREMENTS (SEE SECTION 7.17.03):

STREET SIDE YARD	10 FEET	10 FEET	10 FEET
INTERIOR SIDE YARD	10 FEET	20 FEET	10 FEET
INTERIOR LANDSCAPING	10 SF PER STALL	14,690 SF MIN	3,170 SF MIN

## LEGEND

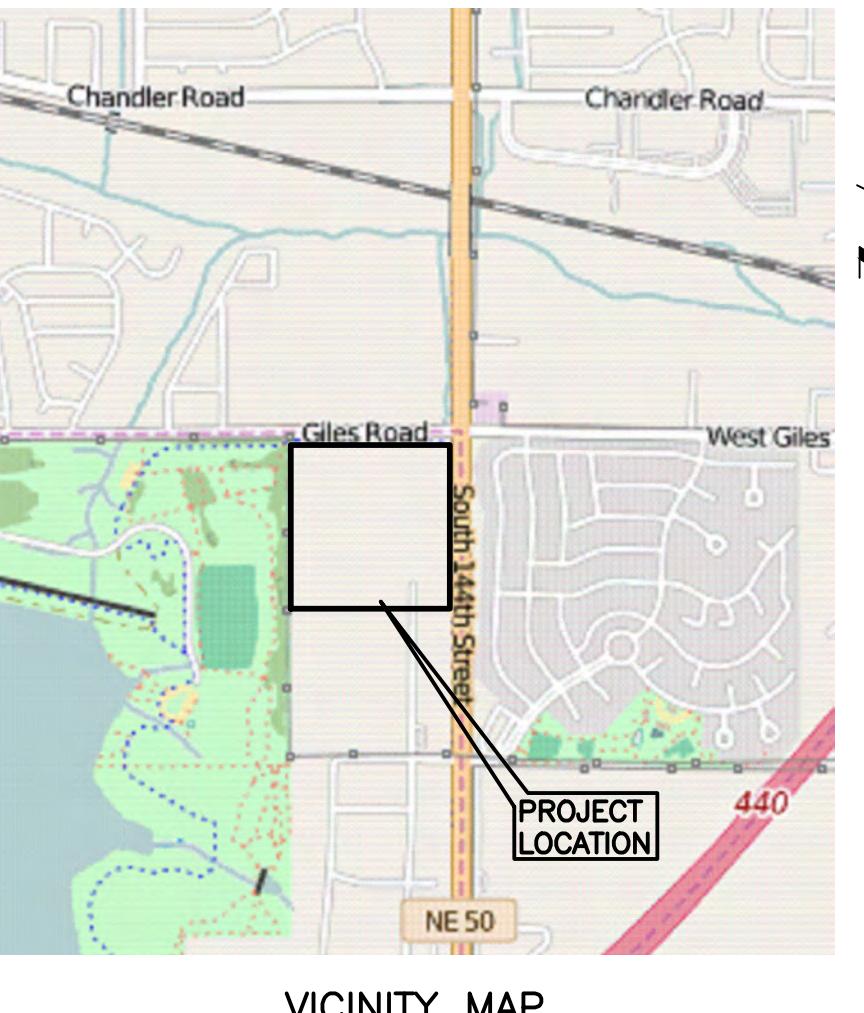
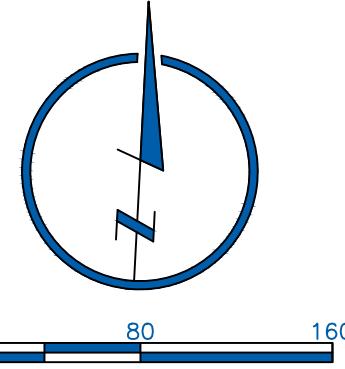
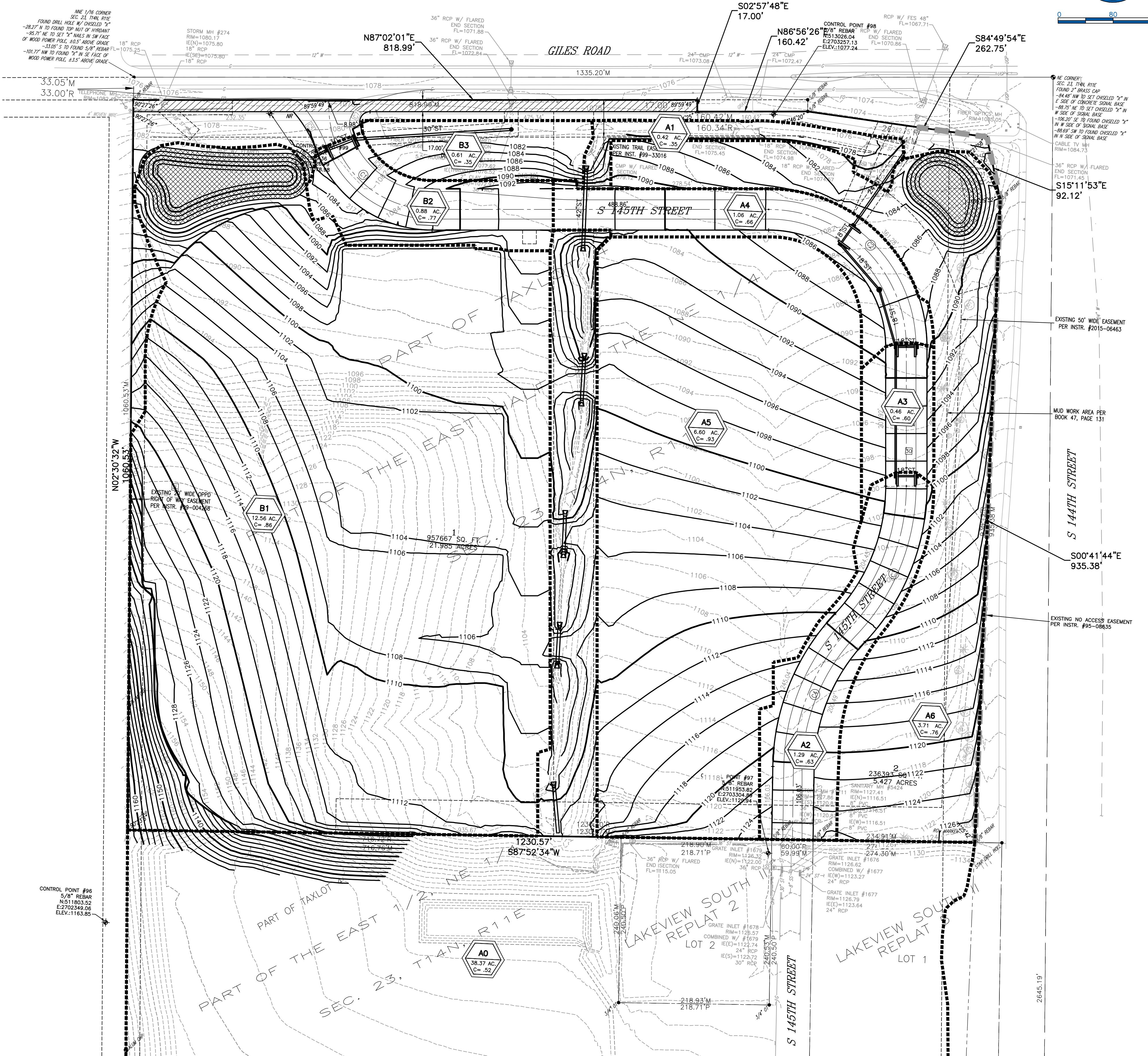


LINES PRIOR  
Know what's **below**.  
**Call** before you dig.

**Exhibit "D": Post Construction Storm Water Management Plan**

# WOODHOUSE PLACE

LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



DRAWN BY		RUIK
DESIGNED BY		RV
DATE		01-25-2017
JOB NUMBER		01162501-002
BOOK AND PAGE		402-4962498 P 402-4962730 F
FIRM		
LAMP RYNEARSON & ASSOCIATES		
14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027		
www.LRA-Inc.com		
WOODHOUSE PLACE SARPY COUNTY, NEBRASKA		
REVISED PRELIMINARY PLAT DRAINAGE MAP/PCSMP		
LAMP RYNEARSON - ENGINEERS		
PRELIMINARY		
NOT RELEASED FOR CONSTRUCTION		
SHEET		
1 OF 1		

STORMWATER DETENTION/WATER QUALITY POND TABLE		
BASIN INFORMATION	Basin A	Basin B Thru B3
DRAINAGE AREA (AC)	13.54	14.05
RUNOFF COEFFICIENT	0.80	0.83
$\frac{1}{2}$ WATER QUALITY VOLUME REQUIRED (CF)	24,575	25,500
TOTAL POND VOLUME (CF)	59,708	97,039
POND TOP	1082	1086
POND BOTTOM	1074	1078
2 YEAR STORM MAXIMUM WATER ELEV / MAX VOLUME	1079.56	1083.29
3 YEAR STORM MAXIMUM WATER ELEV / MAX VOLUME	1080.35	1082.11 CF
50 YEAR STORM MAXIMUM WATER ELEV / MAX VOLUME	1081.24	1084.75
RELEASE STRUCTURE	TYPE 2 AREA INLET	TYPE 2 AREA INLET
OVERFLOW	RECTANGULAR WEIR	RECTANGULAR WEIR
RECEIVING BODY OF WATER	SOUTH PAPILLON CREEK	SOUTH PAPILLON CREEK

GRA 254 @ 7.85%  
1

TIME OF CONCENTRATION DRAINAGE PATH PIPE NUMBER

DRAINAGE BASIN DELINEATION

DRAINAGE SUB BASIN DELINEATION

GRA 254 @ 7.85%  
1

TIME OF CONCENTRATION DRAINAGE PATH PIPE NUMBER

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GRA 254 @ 7.85%  
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DRAINAGE BASIN DELINEATION

DRAINAGE SUB BASIN DELINEATION

GRA 254 @ 7.85%  
1

TIME

**Exhibit “E”**

**Post-Construction Storm Water Management Plan  
Maintenance Agreement**

# **POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT**

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---

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

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

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

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

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

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken

to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

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

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

6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.

9. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

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

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

Name of Individual, Partnership and/or Corporation

---

Name

---

Title

---

Signature

Name of Individual, Partnership and/or Corporation

---

Name

---

Title

---

Signature

## ACKNOWLEDGMENT

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

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

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

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

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

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

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

**Exhibit “A”**  
**Insert Real Property Depiction**

## Exhibit “B”

### Insert BMP Maintenance Requirements

#### Name & Location

Project Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
PCWP Project Number: \_\_\_\_\_  
PCSMP Project Number: \_\_\_\_\_

#### Site Data

Total Site Area: \_\_\_\_\_  
Total Disturbed Area: \_\_\_\_\_  
Total Undisturbed Area: \_\_\_\_\_  
Impervious Area Before Construction: \_\_\_\_\_  
Impervious Area After Construction: \_\_\_\_\_

#### BMP Information

BMP ID	TYPE OF BMP	Northing/Easting

#### Routine Maintenance and Tasks Schedule

##### Dry Detention Basin/Pond Maintenance Tasks and Schedules

Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost below elevation 1,120.75'
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed

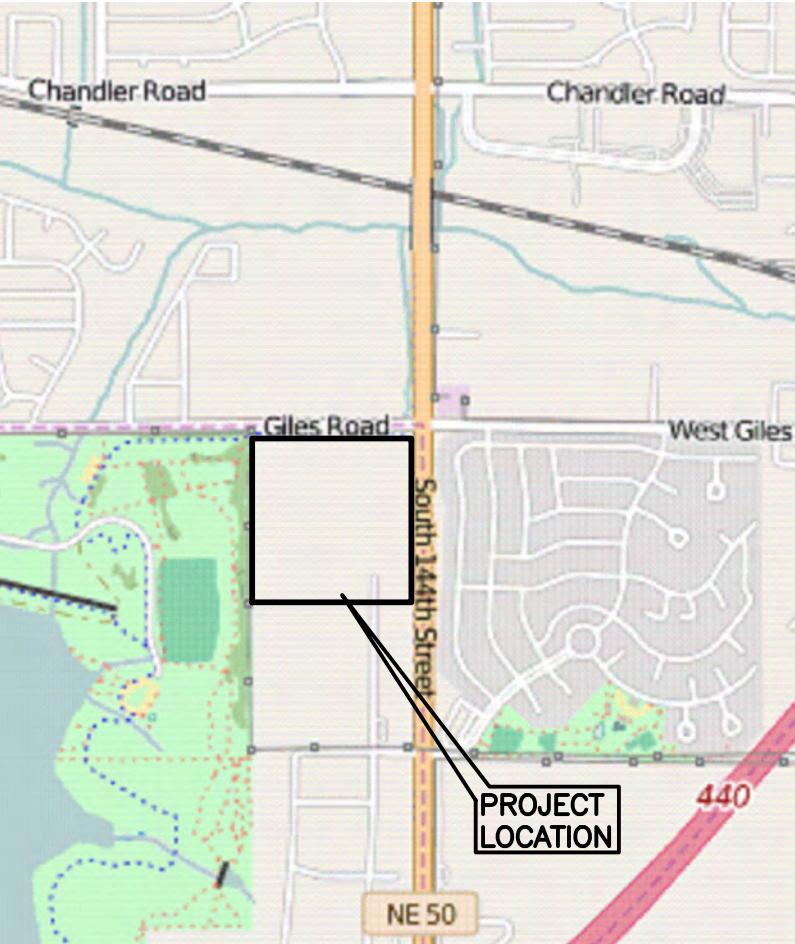
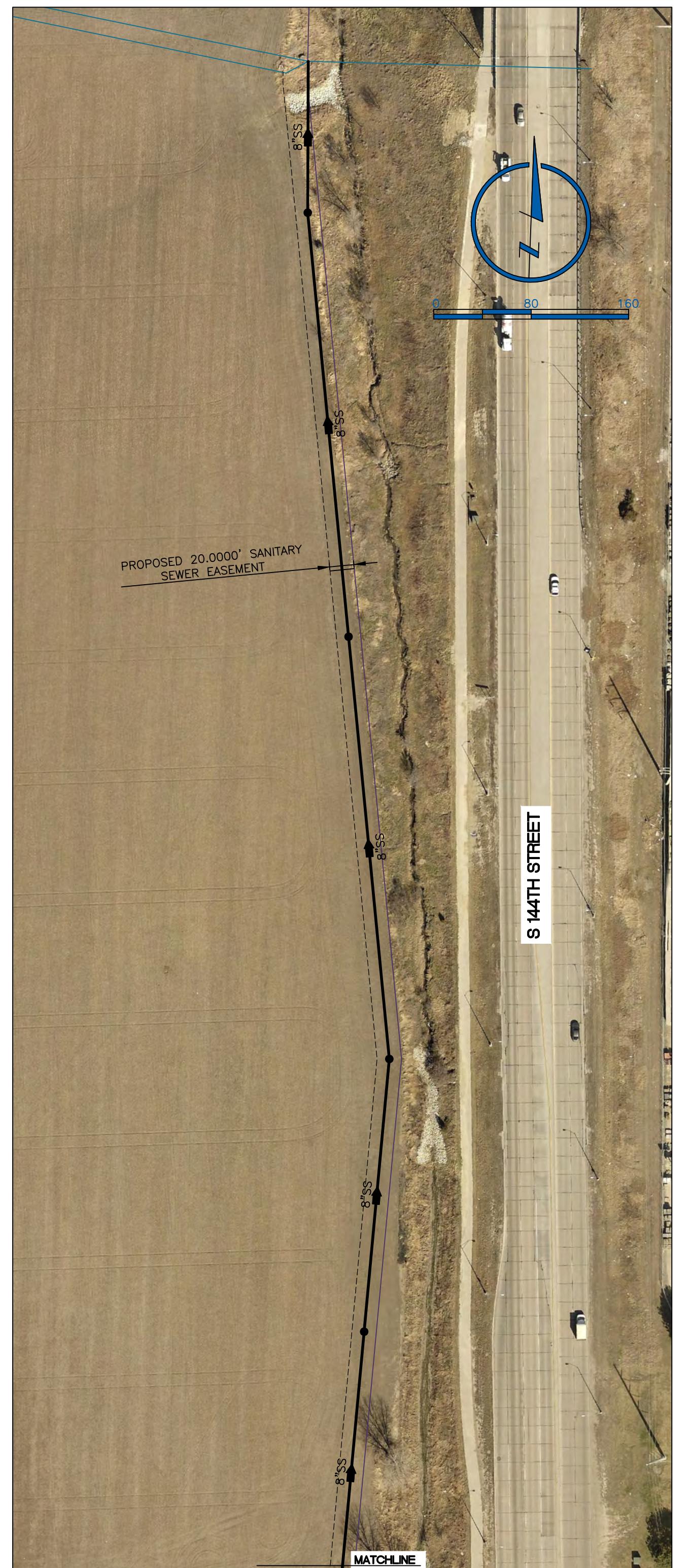
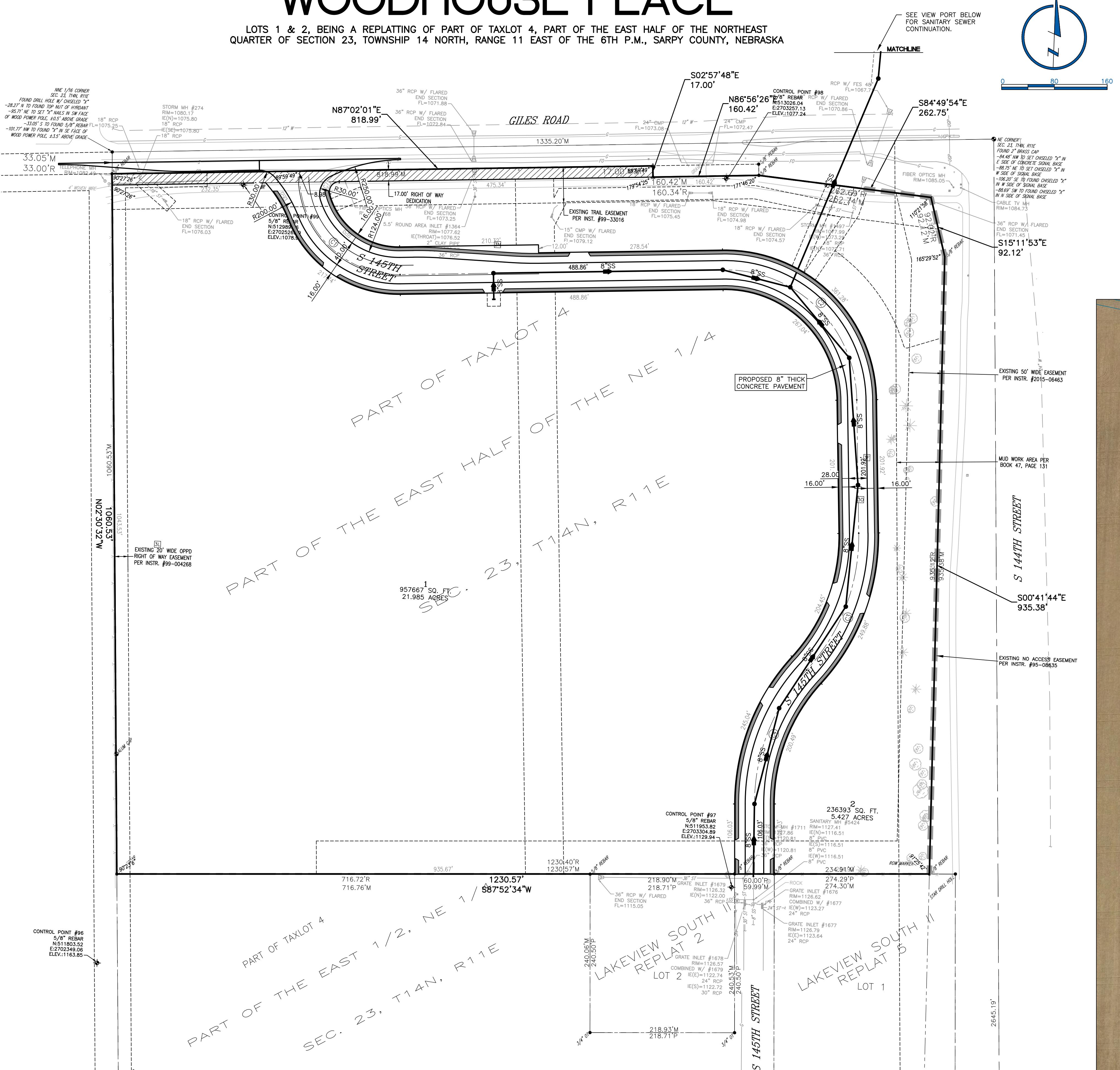
Inspection Reports should be completed and kept on file with the Inspector and at the store location. Reports should be kept for a minimum of five years.

**Exhibit “F”**

**Public Paving Plan**

# WOODHOUSE PLACE

LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



DRAWN BY		RV
DESIGNED BY		01/03/2017
DATE		01/03/2017
JOB NUMBER		01650-01-002
BOOK AND PAGE		BOOK AND PAGE
PERSONS		
PROJECT LOCATION		
VICINITY MAP		
LEGEND		
 <b>LAMP RYNEARSON &amp; ASSOCIATES</b> 14710 West Dodge Road, Suite 100 402-496-2498 P 402-496-2730 F <a href="http://www.LRA-INC.com">www.LRA-INC.com</a>		
WOODHOUSE PLACE SARPY COUNTY, NEBRASKA		
REVISED PRELIMINARY PLAT PAVING AND SANITARY SEWER EXHIBIT		
LAMP RYNEARSON - ENGINEERS		
PRELIMINARY		
NOT RELEASED FOR CONSTRUCTION		
SHEET		
1 OF 1		



**DRAFT**

WOODHOUSE PLACE  
SEWER CONNECTION AGREEMENT  
(Sanitary Sewer System)

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

---

W I T N E S S E T H:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewers within Lots 1-2, Woodhouse Place, as depicted on Exhibit "A" hereto; and

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

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

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

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

|

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

A. Shown on Exhibit "B" attached hereto.

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

A. Any sanitary sewer or system of sanitary sewers owned by the City;

B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage;

II

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

III

Owner expressly promises, warrants, covenants and agrees:

- A. That the sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in strict accordance with the minimum standards and requirements of construction adopted by City.
- B. That the sewer system of the Owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein, and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, infra.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the reasonable opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, upon written notice thereof, promptly correct said defect.
- F. That in the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for the reasonable cost of all work, services, materials and other expenses reasonably incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no event shall Owner, without prior written consent of City, permit or suffer any type of

sewage to flow into, pass through or from the sewer system of the Owner, in violation of such ordinances, regulations and conditions.

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

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

#### IV

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

#### V

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

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

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

## VI

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

## VII

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

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

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

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

## VIII

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

## IX

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

## X

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

Exhibit "A": Final Plat – Woodhouse Place

Exhibit "B": Sanitary Sewer Exhibit

## XI

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

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

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

## XII

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

## XIII

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

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

ATTEST:

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

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CITY CLERK

BY:

---

MAYOR

LB Southwest, L.L.C.,  
A Nebraska limited liability company

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

\_\_\_\_\_ It's Authorized Agent

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

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.  
 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me a  
Notary Public, duly commissioned and qualified in and for said County,  
appeared \_\_\_\_\_ personally known by me to be an Authorized  
Agent of LV Southwest, L.L.C., a Nebraska limited liability company, 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

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

---

Notary Public

EXHIBIT "A"

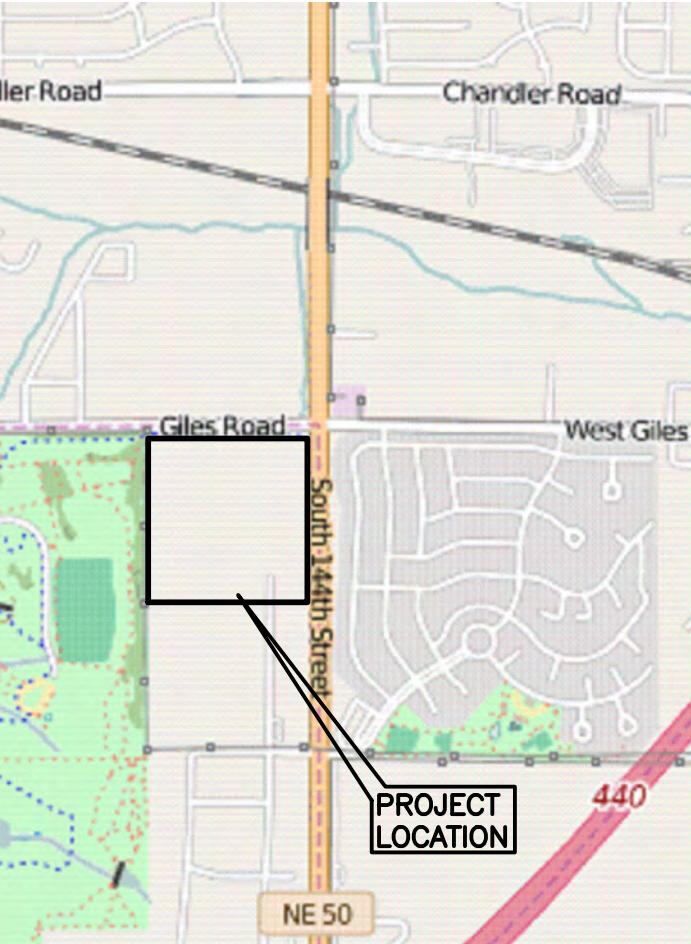
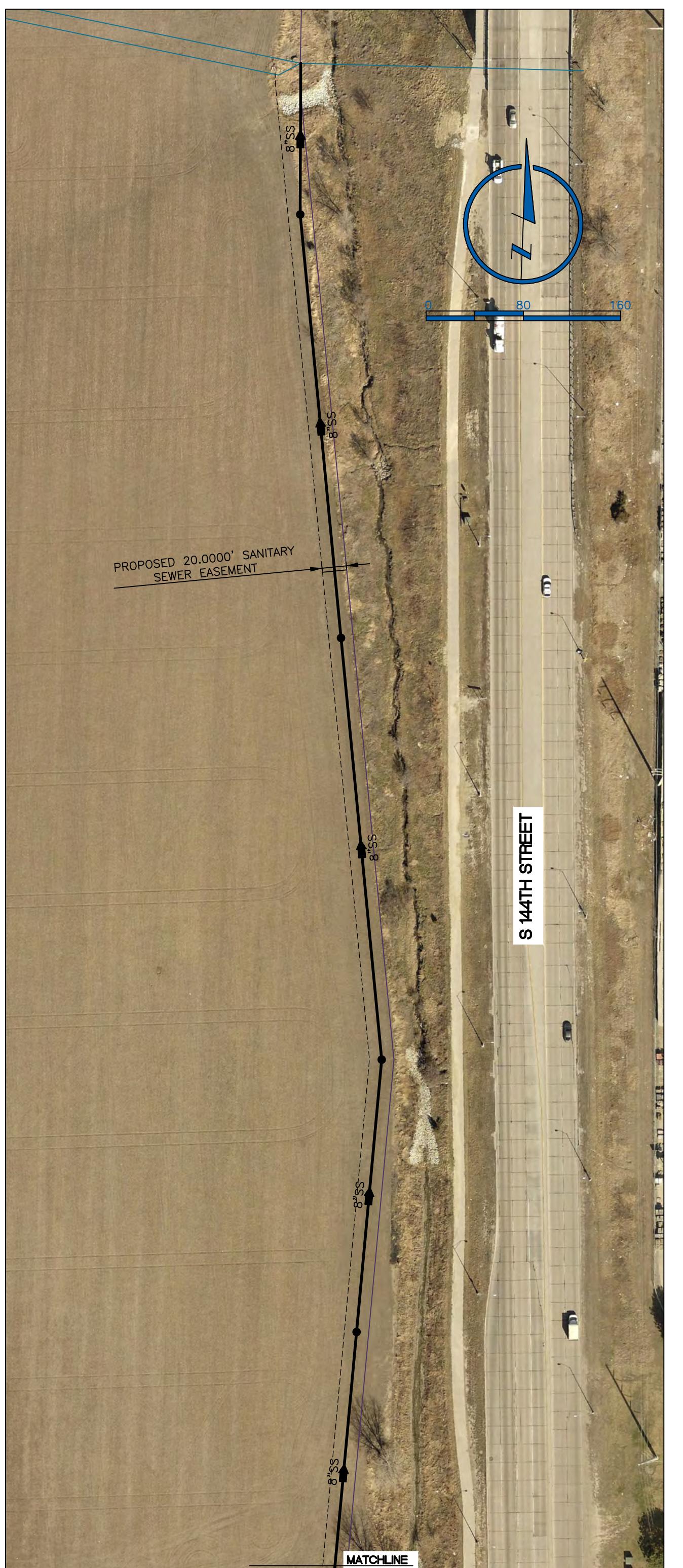
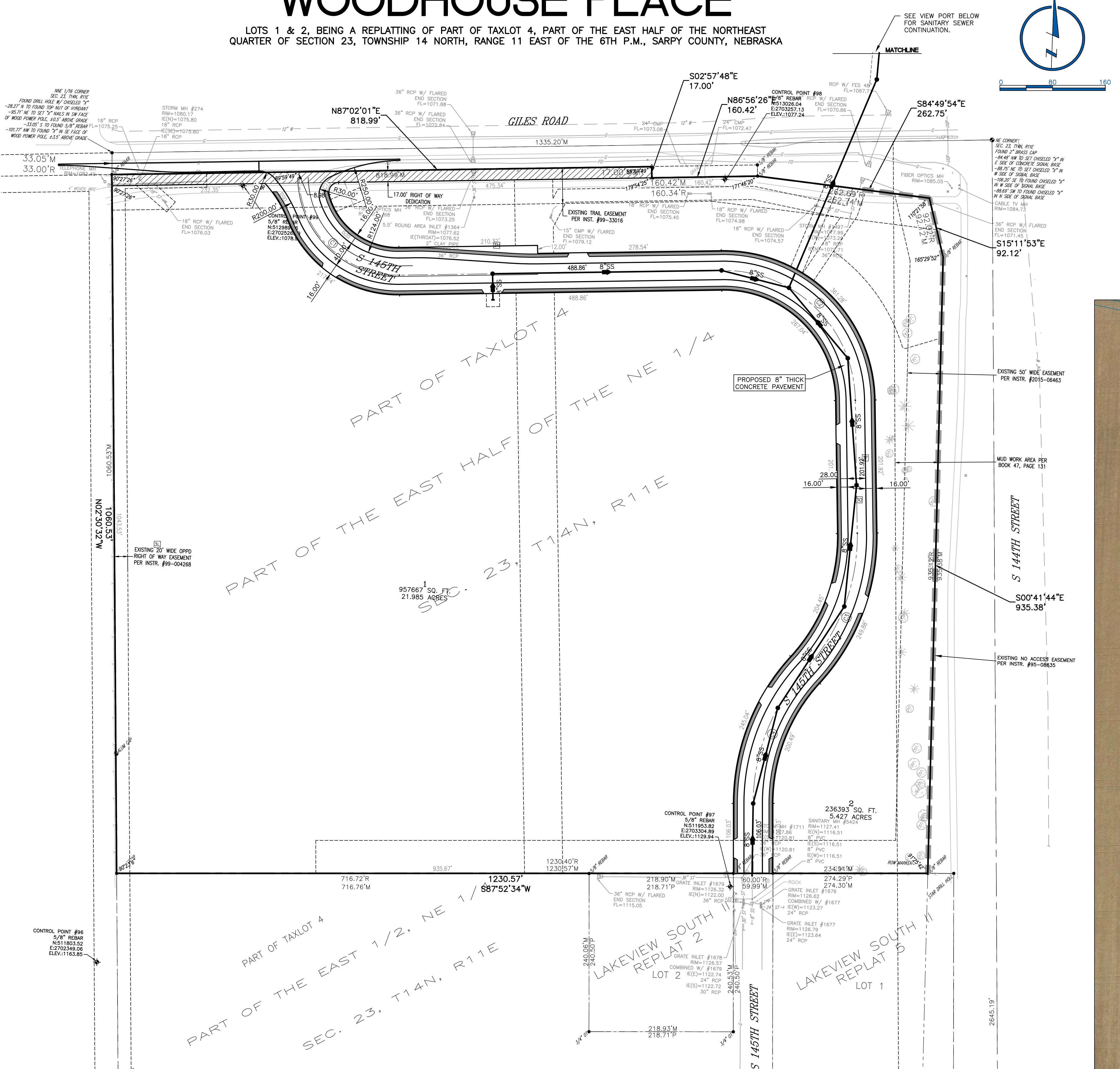
EXHIBIT "B"

**Exhibit "H"**

**Sanitary Sewer Plan**

# WOODHOUSE PLACE

LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



DRAWN BY		RV
DESIGNED BY		01-03-2017
DATE		01/16/2017
JOB NUMBER/TASKS		01161701-002
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1		
1 OF 1		

**LAMP RYNEARSON & ASSOCIATES** 14710 West Dodge Road, Suite 100 402-496-2498 P  
Omaha, Nebraska 68154-2027 402-496-2730 F  
www.LRA-Inc.com

**WOODHOUSE PLACE**  
**SARPY COUNTY, NEBRASKA**

**REVISED PRELIMINARY PLAT  
PAVING AND SANITARY SEWER EXHIBIT**

**PRELIMINARY**

NOT RELEASED FOR CONSTRUCTION

**SHEET**

**Exhibit "I"**

**Cost Estimate**

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## ORDER OF MAGNITUDE COST ESTIMATE

---

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	Developer Cost	Reimbursable
<b>SANITARY SEWER</b>						
Outfall & Interior	3,090	LF	\$320,200.00	\$390,700.00	\$240,700.00	\$150,000.00
Connection Fees	27.41	AC	\$334,200.00	\$334,200.00	\$334,200.00	\$0.00
(includes \$5,500/ac fee at platting and \$6,690/ac fee at time of building permit. Reimbursables will be negotiated with Sarpy County)						
<b>STORM SEWER</b>						
Watershed Management Fee	1,035	LF	\$154,100.00	\$194,200.00	\$194,200.00	\$0.00
(includes \$4,609/acre fee at time of building permit)						
<b>PAVING</b>						
Minor	6,500	SY	\$377,700.00	\$532,900.00	\$532,900.00	\$0.00
Major	450	SY	\$85,000.00	\$107,900.00	\$107,900.00	\$0.00
<b>SIDEWALKS</b>						
	16,320	SF	\$97,900.00	\$118,500.00	\$118,500.00	\$0.00
<b>WATER</b>						
Interior	1	LS	\$295,100.00	\$309,800.00	\$309,800.00	\$0.00
Off-Site	1	LS	\$36,900.00	\$38,800.00	\$38,800.00	\$0.00
<b>POWER</b>						
	27.41	AC	\$98,100.00	\$107,900.00	\$107,900.00	\$0.00
<b>UTILITY RELOCATION</b>						
			\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>			\$1,925,500.00	\$2,261,200.00	\$2,111,200.00	\$150,000.00

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMMENDING THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Planned Unit Development plan for Woodhouse Place (the "Woodhouse PUD") is hereby adopted for the following described real estate, to wit:

**LEGAL DESCRIPTION**

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The Woodhouse PUD is hereby adopted to provide for the development of planned automotive dealerships that will service not only the City, but also the surrounding market area. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

**Section 3. Definitions**

Unless a contrary intent is clearly indicated herein, the following words and phrases shall have the following meanings, regardless of whether or not capitalized:

- A. "Automotive Sales" shall mean shall mean the storage and display for sale or lease, and the actual sale or lease, of new or used motor vehicles, or any type of trailer (provided the trailer is unoccupied) at any one time, and where repair or body work is incidental to the operation of the new or used motor vehicle sales or leasing operations. Automobile sales shall includes all motor vehicle retail sales and leases including cars, SUV's, trucks, vans, recreational vehicles, boats, motorcycles or other similar motorized transportation vehicles.
- B. "Developer" shall mean LB Southwest, LLC, their successors and assigns.
- C. "Gateway Corridor District" or "La Vista Gateway Corridor District" shall mean the City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.

- D. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well landscaped pedestrian places, pools, pool decks and roof gardens.
- E. "Woodhouse PUD" shall mean the planned unit development that is subject to this Ordinance, as developed and approved, that outlines certain provisions for the development of the Subdivision and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.
- F. "Plat" or "the Plat," shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.
- G. "Woodhouse Place Design Guidelines" shall mean the specific guidelines jointly developed, agreed to and amended by Developer and City for the Subdivision for the purpose, among others, of creating cohesiveness and ensure quality of materials, aesthetics and maintenance upon which all tenants and owners can rely and to ensure view continuity and creation of a sense of place through the use of common elements of site and architecture. A copy of the Woodhouse Place Design Guidelines is attached to this Woodhouse PUD as Exhibit "C".
- H. "Subdivision" shall mean the 30.67 acres of land described in Exhibit "A" hereto, to be known as "Woodhouse Place."

#### Section 4. Parcel Identification Map

Attached hereto and made a part of Woodhouse PUD for parcel delineation is the Parcel Identification Map for the Woodhouse PUD marked as Exhibit "B".

#### Section 5. Conceptual Site Plan

A conceptual site plan for each parcel shall be submitted to the City for approval prior to any lot development within said parcel.

#### Section 6. Building Design Guidelines and Criteria

A copy of the Woodhouse Place Design Guidelines in the form approved and amended by the City is attached to this Woodhouse PUD as Exhibit "C". All applications shall adhere to requirements of the approved Woodhouse PUD and Design Guidelines. Prior to issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria. The Woodhouse Place Design Guidelines shall take the place of Appendix A, B, and C of the City's Commercial Building Design Guide and Criteria dated September 17, 2013.

#### Section 7. Conditions

All uses within the Subdivision shall adhere to the underlying zoning district except as herein provided.

##### A. General Conditions

In addition, the following general site plan criteria shall be integrated into and made part of the Woodhouse PUD.

- i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this Woodhouse PUD and Woodhouse Place Design Guidelines.
- ii. Unless otherwise specified herein, the development of the Woodhouse PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

B. Land Use Design Criteria

Unless provided otherwise in this Woodhouse PUD, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate commercial zoning district shall apply to any development within Lots 1 and 2. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berthing and landscaping.

- i. The intent of the design and layout of Lots 1 and 2, Woodhouse Place is to develop the site for motor vehicle sale and lease uses, with service and repair as an accessory use.
  - a. Building Height. Permitted building heights shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.
  - b. Building Setback. Building setbacks shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.
  - c. Landscaping. Landscaping along Highway 50 (South 144<sup>th</sup> Street) and Giles Road and throughout the Subdivision shall be consistent with the PUD Site Plan map set, Exhibit "B" and the Woodhouse Place Design Guidelines, Exhibit "C". A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Woodhouse Place and its approved guidelines.
  - d. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

C. Woodhouse Place Design Guidelines

The Woodhouse Place Design Guidelines take the place of Gateway Corridor District Design Guideline dated September 17, 2013.

D. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on lots in Lots 1 and 2 should be provided based on the aggregate ratio of one (1) off-street parking spaces per five hundred (500) square feet of gross floor area of improvements constructed on each lot, separate from those spaces dedicated to automotive sales inventory, unless off-site/public parking is utilized with approval of the city.

E. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified herein. To the extent that the provisions of Woodhouse PUD conflict with or are more restrictive than similar provisions provided in the La Vista Zoning Ordinance, the provisions of the Woodhouse PUD shall control.

This Ordinance recognizes that because of the size and scope of the project, and because access will be obtained to the development via large public arterial streets, the project has an extraordinary need for flexibility in the signage regulations applicable thereto. See the PUD Site Plan map set, Exhibit "B", for proposed site signage approximate locations.

- i. Center Identification Signs. Free standing buildings on Lot 1 may be allowed to advertise on one Center Identification Sign as depicted on Lot 2 of the PUD Site Plan.
- ii. Monument Signs. Free-standing buildings on Lot 1 may be allowed to advertise on Monument Signs as depicted on Lot 2 of the PUD Site Plan. The overall development shall be limited to no more than four monument signs, one for each building located on Lot 1 as depicted on the PUD Site Plan.
- iii. Incidental On-Site Directional Signs. Incidental On-Site Directional Signs, such as signs indicating exits, loading areas and parking areas, shall be consistent in design and color, or incorporate aesthetic features compatible with the architecture of the building, and shall not exceed six (6) square feet of sign area per sign.

Section 8. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 9. That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS \_\_\_\_<sup>th</sup> DAY OF MARCH 2017.

CITY OF LA VISTA

ATTEST:

---

Douglas Kindig, Mayor

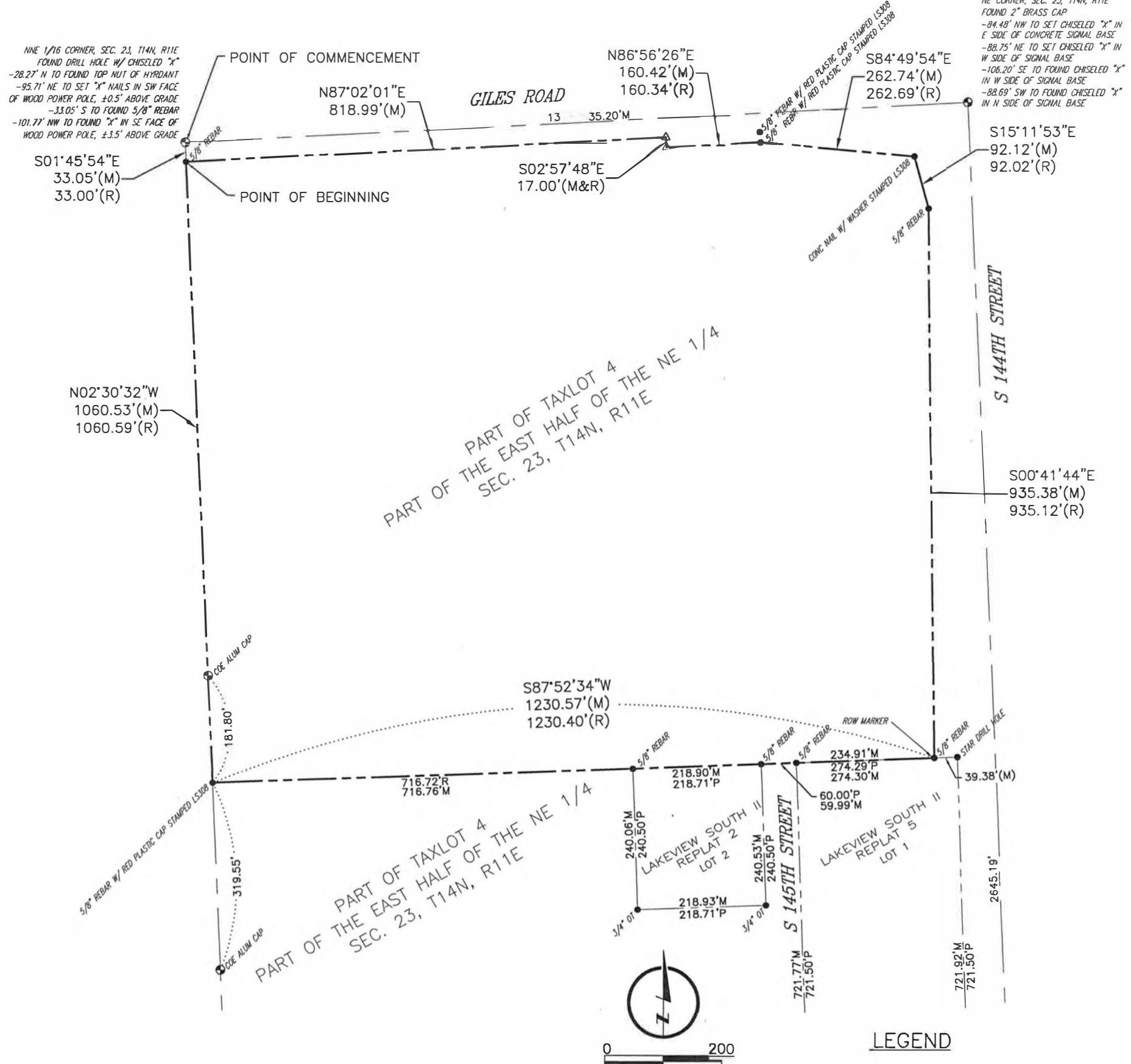
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Pamela A. Buethe, CMC  
City Clerk

EXHIBIT A

Lots 1 and 2, Woodhouse Place located in the N ½, NE ¼, Section 23, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska.

# LAND SURVEYOR'S CERTIFICATE



## LEGAL DESCRIPTION

PART OF TAXLOT 4 (FOUR) LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE WITH CHISELED "X" AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 01°45'54" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83 2016 EPOCH) FOR 33.05 FEET ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER SAID SECTION 23, TO A 5/8" REBAR IN THE SOUTH RIGHT OF WAY OF GILES ROAD;

THENCE NORTH 87°02'01" EAST FOR 818.99 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUISITION DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 2015-25778 RECORDED WITH THE SARPY COUNTY REGISTER OF DEEDS ON OCTOBER 20, 2014;

THENCE SOUTH 02°57'48" EAST FOR 17 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE SOUTHWEST CORNER OF SAID RIGHT OF WAY ACQUISITION;

THENCE NORTH 86°56'26" EAST FOR 160.42 FEET TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 AT THE SOUTHEAST CORNER OF SAID RIGHT OF WAY ACQUISITION;

THENCE SOUTH 84°49'54" EAST FOR 262.75 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A CONCRETE NAIL WITH WASHER STAMPED LS 308 IN THE WEST RIGHT OF WAY LINE OF 144TH STREET;

THENCE SOUTH 15°11'53" EAST FOR 92.12 FEET TO A 5/8" REBAR;

THENCE SOUTH 00°41'44" EAST FOR 935.38 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR IN THE NORTH LINE OF LOT 1, LAKEVIEW SOUTH 2, REPLAT 5, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA;

THENCE SOUTH 87°52'34" WEST FOR 1230.57 FEET ON THE NORTH LINE OF SAID LOT 1, AND ALSO LOT 2, LAKEVIEW SOUTH 2, REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA EXTENDED WEST TO THE WEST LINE OF SAID TAXLOT FOUR (4), TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 IN THE WEST LINE OF SAID TAXLOT 4, ALSO BEING IN THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 02°30'32" WEST FOR 1060.53 FEET TO THE POINT OF BEGINNING.  
CONTAINS 1,320,338 SQUARE FEET OR 30.311 ACRES AS FIELD MEASURED.

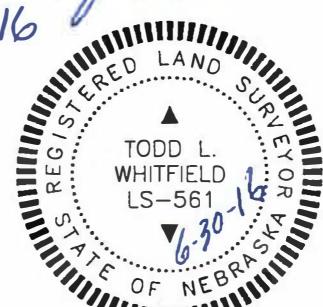
PROPERTY LINE

- SECTION CORNER
- △ CORNERS SET (5/8" REBAR WITH 1 1/4", YELLOW PLASTIC CAP STAMPED LS-561)
- CORNERS FOUND
- M MEASURED DIMENSIONS
- P PLAT DIMENSIONS
- R RECORDED DIMENSIONS
- COE CORE OF ENGINEERS

## LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

*Todd L. Whitfield*  
DATE OF SIGNATURE: 6-30-2016



LAMP RYNEARSON  
& ASSOCIATES

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027  
402.496.2498 | P  
402.496.2730 | F  
www.LRA-Inc.com

DRAWN BY  
RER

DESIGNED BY  
TLW

REVIEWED BY  
PROJECT - TASK NUMBER

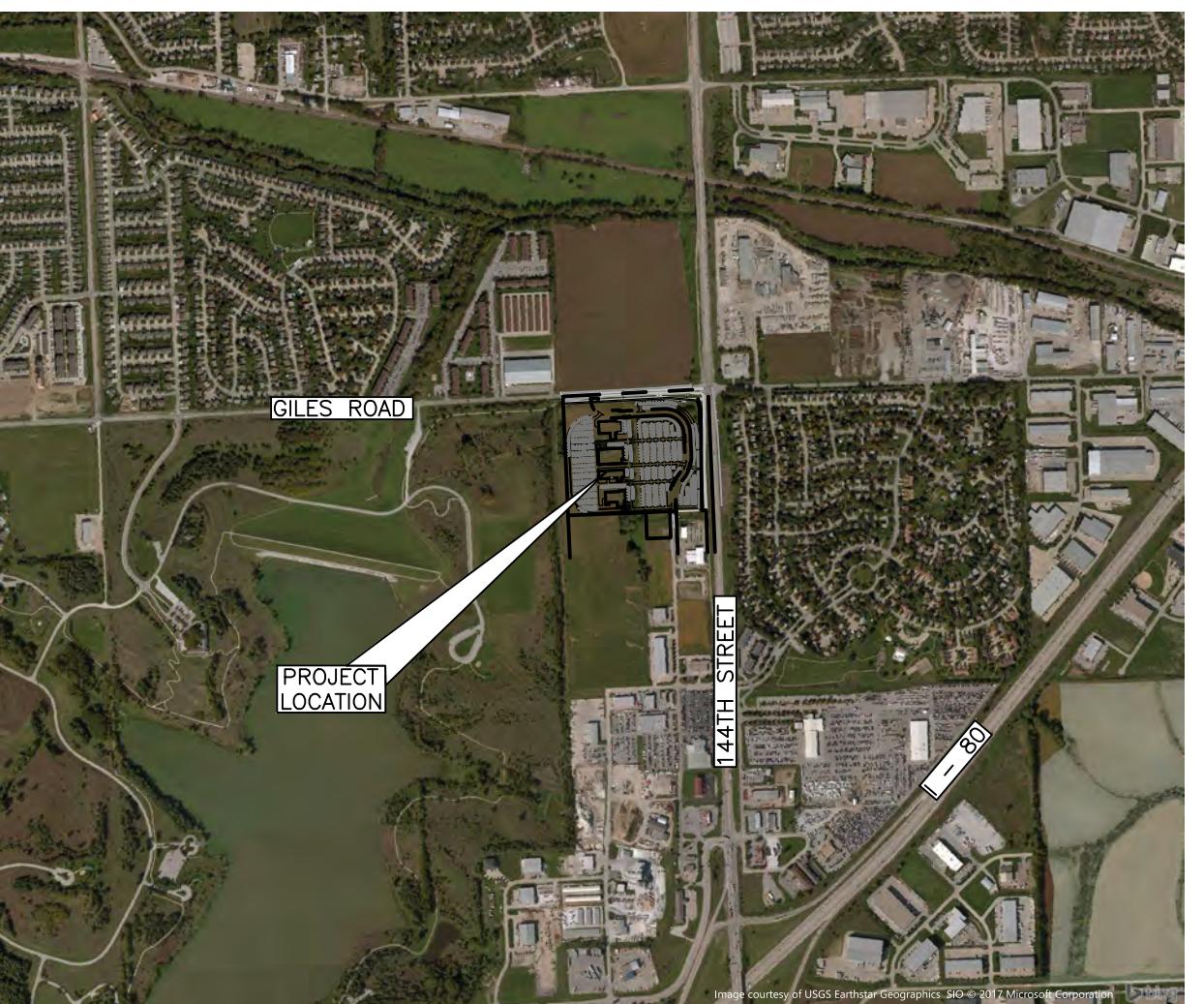
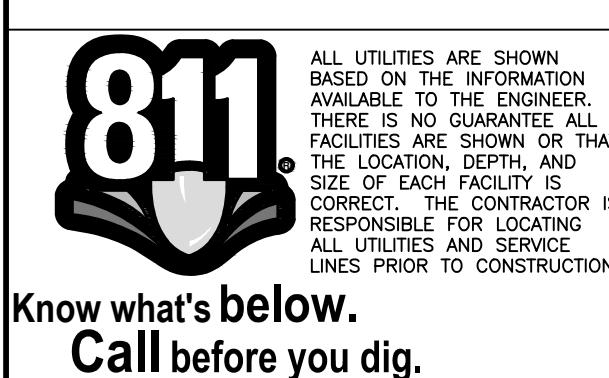
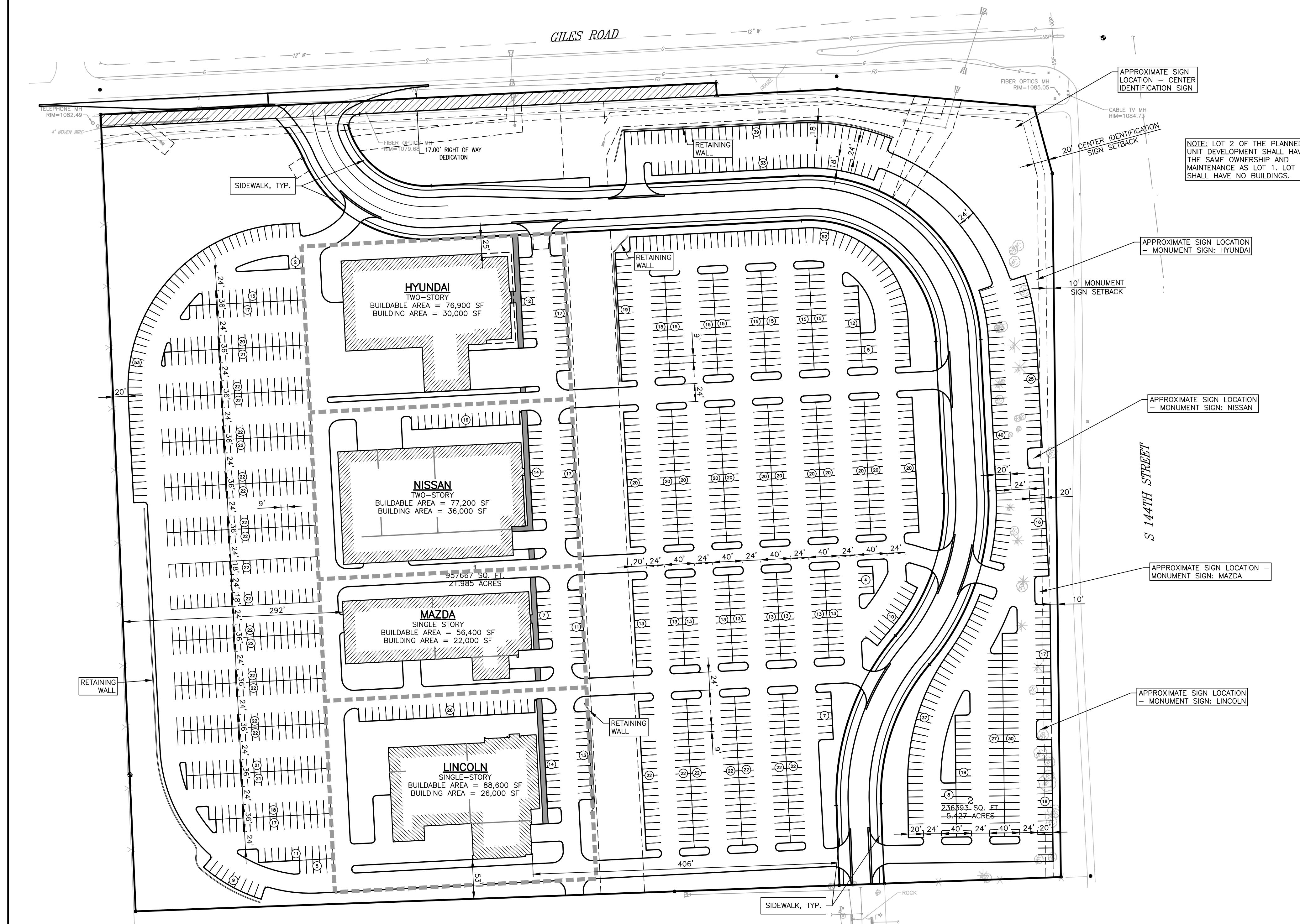
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DATE  
6/29/16

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REVISIONS

EXHIBIT B



LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST PLANNED UNIT DEVELOPMENT

144TH STREET AND GILES ROAD  
WOODHOUSE AUTO FAMILY - PAUL CECH  
402-660-2317  
AUTO SALES AND SERVICE

C-3 W/ GATEWAY CORRIDOR DISTRICT OVERLAY (SEE SECTION 5.12)

[ ] PERMITTED USE  
[X] CONDITIONAL USE  
[ ] SPECIAL USE

#### SITE REGULATORS (SEE SECTION 5.12.06):

	ALLOWED	PROPOSED (LOT 1)	PROPOSED (LOT 2)
A. SITE AREA	10,000 SF	95,667 SF	236,393 SF
B. MINIMUM WIDTH	NO REQUIREMENT	N/A	N/A
C. GROSS FLOOR AREA (TOTAL FINISHED)	NO REQUIREMENT	299,100 SF MAX	N/A
D. FAR (C/A)	NO REQUIREMENT	0.31	N/A
E. SETBACK			
FRONT YARD	25 FEET	25 FEET	N/A
STREET SIDE YARD	15 FEET	406 FEET	N/A
INTERIOR SIDE YARD	15 FEET	292 FEET	N/A
REAR YARD	15 FEET	53 FEET	N/A
F. HEIGHT	90 FEET MAXIMUM	90 FEET MAX	N/A
G. BUILDING COVER (%)	60%	31% MAX	N/A
H. IMPERVIOUS COVER (%)	NO REQUIREMENT	80%	N/A
I. PARKING REQUIREMENTS (SEE SECTION 7.06)	1 STALL/500 SF OF FLOOR AREA = 228	1,468 STALLS	308 STALLS
J. ACCESSIBLE PARKING (SEE SECTION 7.08)	7 STALLS	7 STALLS MIN	N/A

#### PARKING LANDSCAPE REQUIREMENTS (SEE SECTION 7.17.03):

L. STREET SIDE YARD	10 FEET	10 FEET	10 FEET
M. INTERIOR SIDE YARD	10 FEET	20 FEET	10 FEET

N. INTERIOR LANDSCAPING 10/SF PER STALL 14,690 SF MIN 3,170 SF MIN

#### LEGEND

	PROPERTY LINE		PROPOSED CONTOUR
	SANITARY SEWER		EXISTING CONTOUR
	STORM SEWER		PC CURB AND GUTTER
	FIBER OPTIC		RETAINING WALL
	GAS		PC CONCRETE SIDEWALK
	WATER		PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
	UNDERGROUND POWER		BUILDING
	OVERHEAD POWER		PARKING STALL COUNT
	TELEPHONE		CABLE TELEVISION
	MANHOLE		CURB INLET
	GRATE INLET		HOODED GRATE INLET
	HYDRANT		WATER HYDRANT
	GAS MANHOLE		LIGHT POLE
	BUILDABLE AREA		

#### PLANNED UNIT DEVELOPMENT SITE PLAN

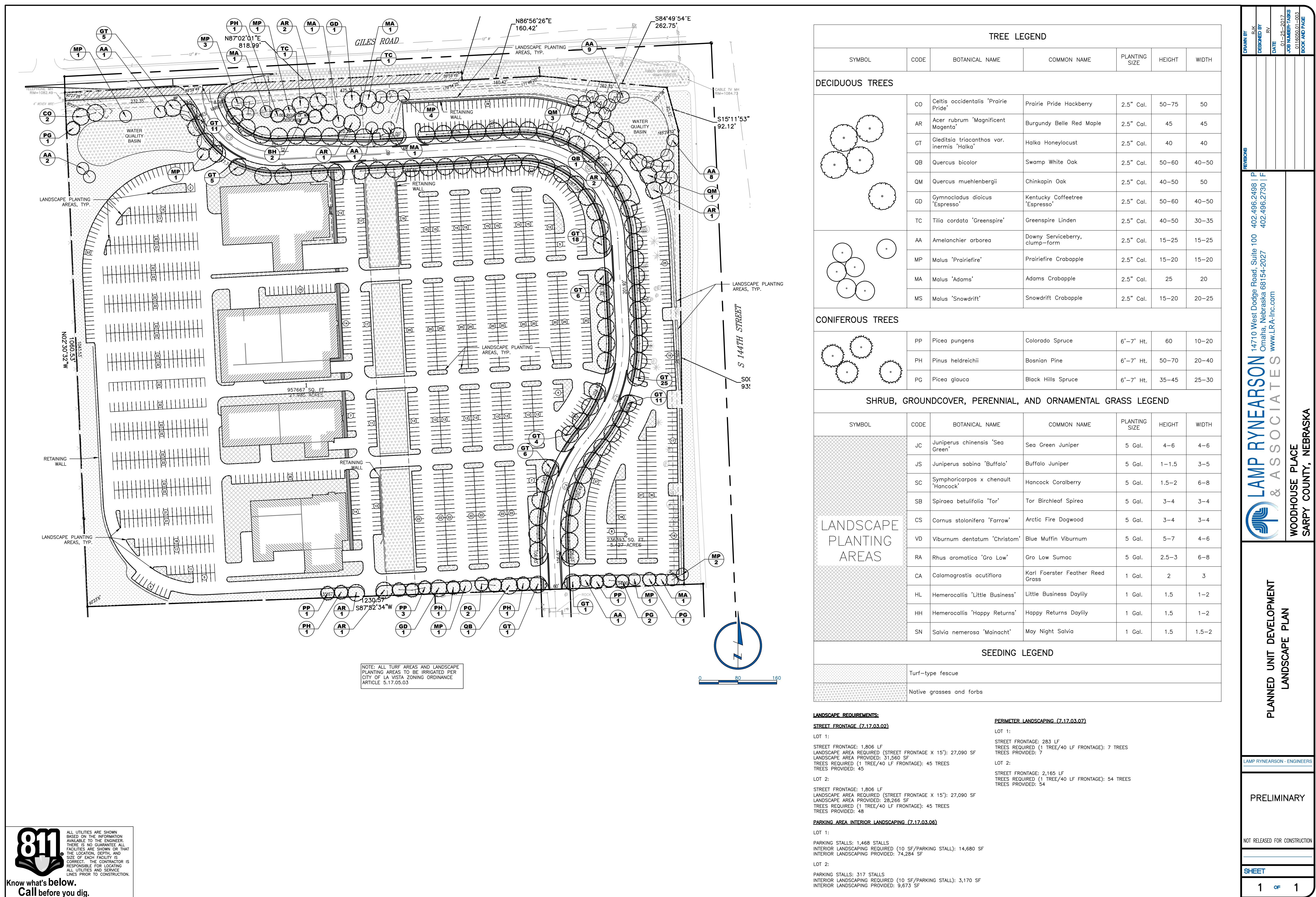
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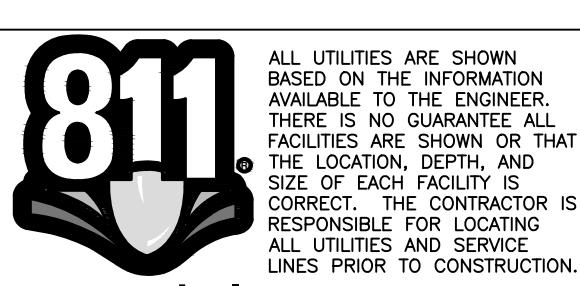
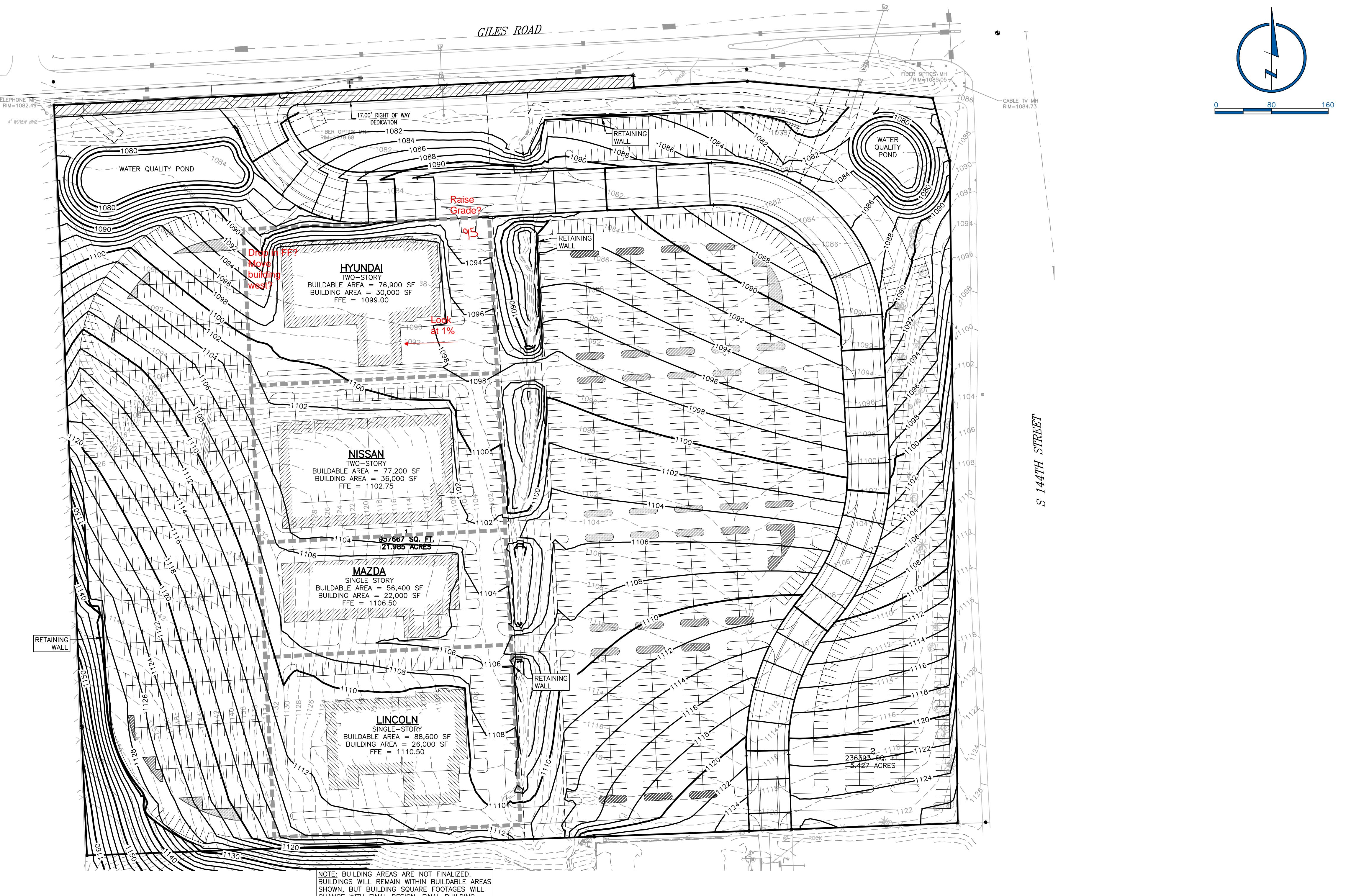
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SHEET

1 OF 1

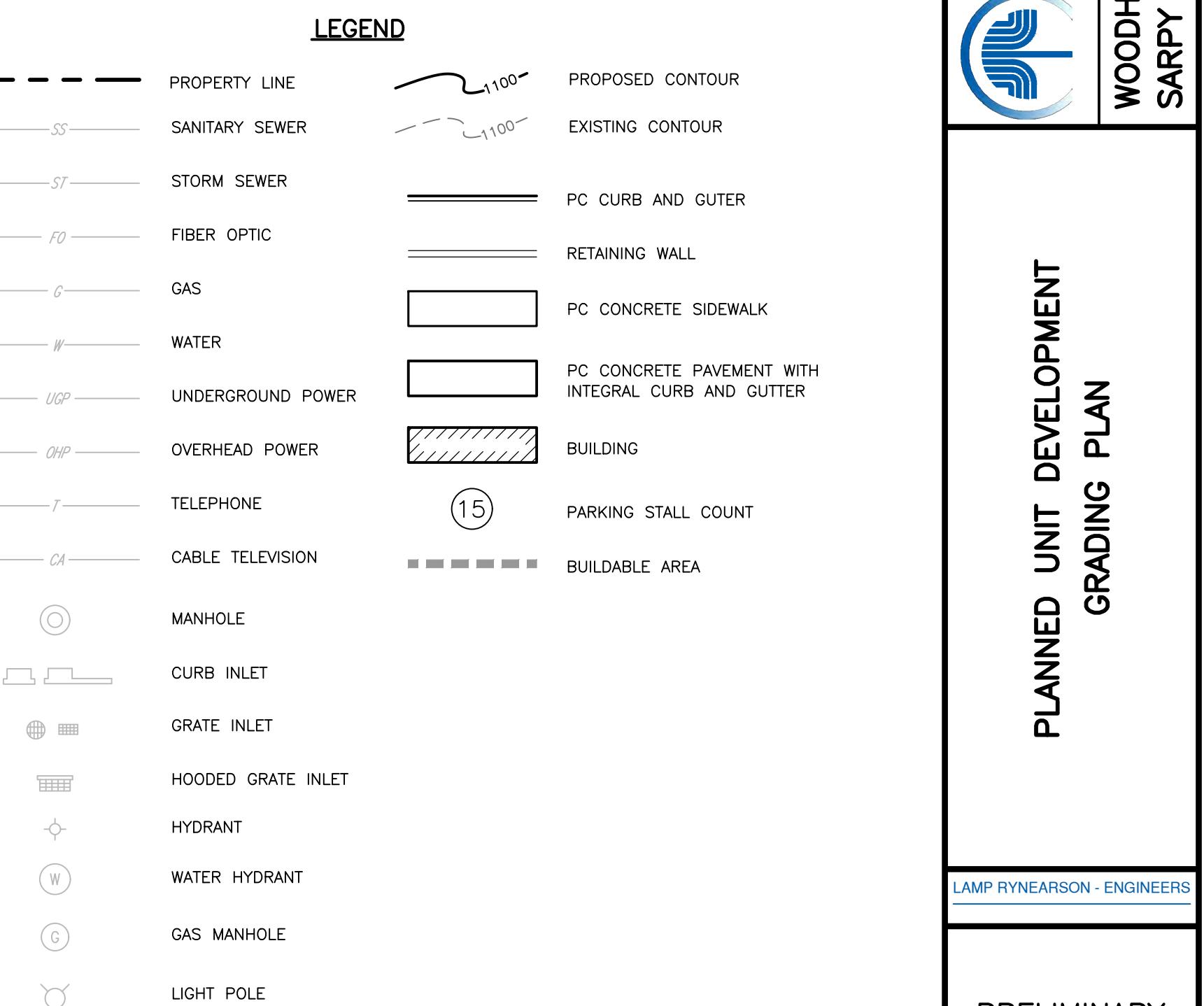
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DESIGNED BY	RV
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JOB NUMBER	01650-01-003
BOOK AND PAGE	402-496-2498 P 402-496-2730 F





LINES PRIOR  
Know what's below.  
Call before you dig.

NOTE: BUILDING AREAS ARE NOT FINALIZED.  
BUILDINGS WILL REMAIN WITHIN BUILDABLE AREAS SHOWN, BUT BUILDING SQUARE FOOTAGES WILL CHANGE WITH FINAL DESIGN. FINAL BUILDING AREAS WILL BE  $\pm 5,000$  SQUARE FEET FROM THE VALUES SHOWN.



# PLANNED UNIT DEVELOPMENT GRADING PLAN

THE INFLUENCE OF CULTURE ON LANGUAGE

\_\_\_\_\_

## PRELIMINARY

THE INFLUENCE OF CULTURE ON PARENTING

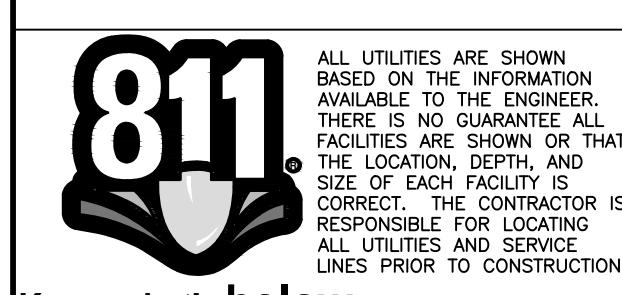
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## SHEET

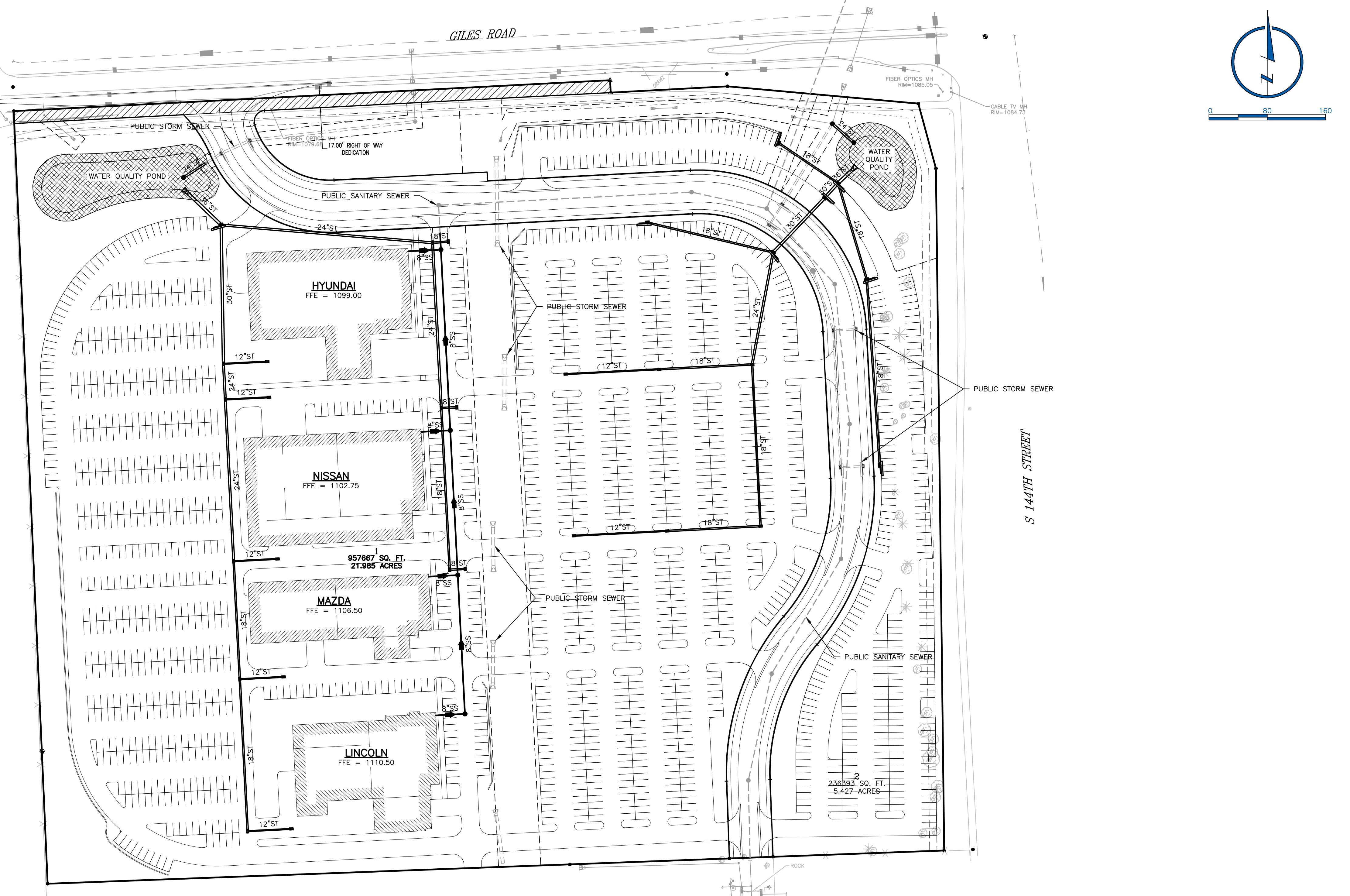
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5



ALL UTILITIES ARE SHOWN BASED ON INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

Know what's below.  
Call before you dig.



LEGEND	
—	PROPOSED CONTOUR
—	EXISTING CONTOUR
—SS	SANITARY SEWER
—ST	STORM SEWER
—FO	FIBER OPTIC
—G	GAS
—W	WATER
—UQP	UNDERGROUND POWER
—OHP	OVERHEAD POWER
—T	TELEPHONE
—CT	CABLE TELEVISION
(15)	PARKING STALL COUNT
—	BUILDABLE AREA
○	MANHOLE
— 8"SS	PROPOSED SANITARY SEWER
— 18"ST	PROPOSED STORM SEWER
—	PROPOSED MANHOLE
—	PROPOSED F.E.S.
—	PROPOSED CURB INLET (BY OTHERS)
—	PROPOSED WATER QUALITY POND
—	BUILDING
—	PC CURB AND GUTTER
—	RETAINING WALL
—	PC CONCRETE SIDEWALK
—	PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
—	WATER HYDRANT
—	GAS MANHOLE
—	LIGHT POLE

## PLANNED UNIT DEVELOPMENT UTILITY PLAN

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SHEET

1 OF 1

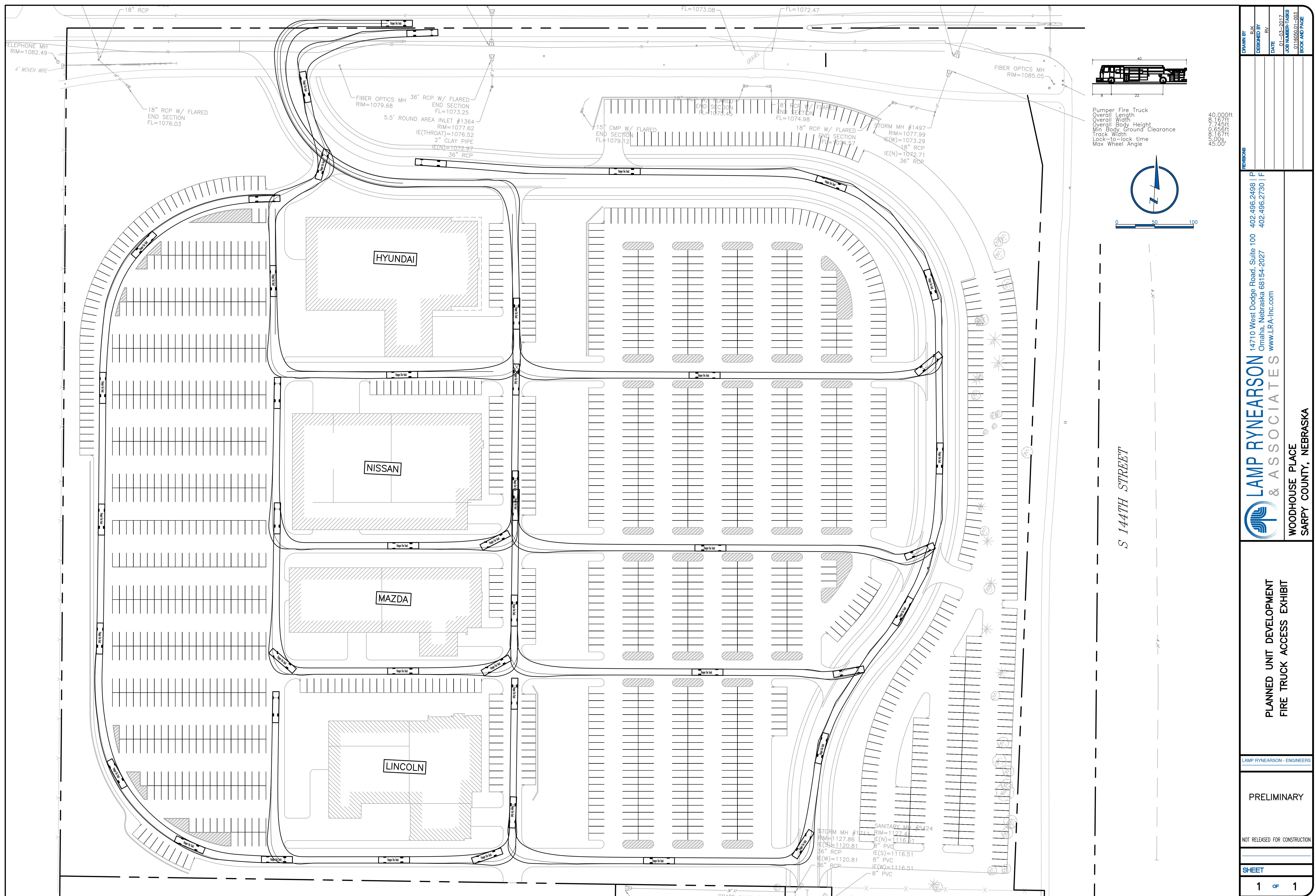
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DATE 01-25-2017  
JOB NUMBER-TASKS 011612501-003  
BOOK AND PAGE

**LAMP RYNEARSON** & ASSOCIATES

WOODHOUSE PLACE  
SARPY COUNTY, NEBRASKA



14710 West Dodge Road, Suite 100 402-496-2498 P  
Omaha, Nebraska 68154-2027 402-496-2730 F  
www.LRA-INC.com



### SITE LIGHTING SCHEDULE

FIXT#	MANUFACTURER	CATALOG NO. - NOTE 1	BEAM DIST.	LAMP DATA		QTY. PER POLE	POLE DESCRIPTION	DESCRIPTION	REMARKS	
				SIZE	TYPE					
A	LITHONIA	DSX2 80C 1000 40K T15 MVOLT SPA HS	I	29,000 LM	LED	MVOLT	2	SSS X	25'-0"	TWIN HEAD POLE ROTATED OPTICS
B	LITHONIA	DSX2 80C 700 40K T3M MVOLT SPA	III	21,000 LM	LED	MVOLT	2	SSS X	25'-0"	TWIN HEAD POLE
C	LITHONIA	DSX2 80C 700 40K T15 MVOLT SPA HS	I	21,000 LM	LED	MVOLT	1	SSS X	25'-0"	SINGLE HEAD POLE
D	LITHONIA	DSX2 80C 700 40K T3S MVOLT SPA HS	III	21,000 LM	LED	MVOLT	1	SSS X	25'-0"	SINGLE HEAD POLE

NOTES:  
1. CONTRACTOR SHALL VERIFY LIGHT FIXTURE CATALOG NUMBER & INSTALLATION REQUIREMENTS PRIOR TO ORDERING.  
2. POLE TYPE DESCRIPTION: SSS = SQUARE STRAIGHT STEEL



Fixture Head Photograph  
Typical for Types A, B, C, and D

NO SCALE

### Photometric Site Plan

Woodhouse Place  
La Vista, Nebraska

### Progress Print

NOT TO BE USED  
FOR CONSTRUCTION

date: 2017-02-08

project number: Pending

designed by: smf

drawn by: smf

sheet number: E0.1

GILES ROAD

PHOTOMETRIC SITE PLAN

1" = 50'-0"



HYUNDAI

NISSAN

MAZDA

LINCOLN

144TH STREET  
(HWY 50)

E0.1

EXHIBIT C

**WOODHOUSE PLACE  
DESIGN GUIDELINES**

---

**City of La Vista, Nebraska**

**La Vista City Hall  
8116 Park View Boulevard  
La Vista, Nebraska  
4 April 2017**

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## **1. INTRODUCTION**

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The Developer of Woodhouse Place and the City of La Vista, Nebraska, jointly have established the following Design Guidelines. These Guidelines have been developed as part of the Master Planning Process to ensure Visual Continuity and the Creation of a Sense of Place through the use of Common Elements of Site and Architecture within the Woodhouse Place Project.

"The Woodhouse Place Design Guidelines take the place of City's Gateway Corridor District Design Guideline dated September 17, 2013. It shall be the City Administrator who shall determine which design criteria is applicable in the event of a conflict between the two documents referenced herein."

The Design Guidelines illustrate a Color Palette, Allowable Building Materials and a Selection of Required Site Amenities. Individual Tenants and Owners shall be required to use these Elements to create a Type of Architecture Characterized by the Developer of Woodhouse Place as Clean and Contemporary.

The criteria contained herein are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the city jurisdiction, preserve taxable values, and promote the public health, safety, and welfare.

## **2. GEOGRAPHIC AREA AND CRITERIA**

---

It is the intent of the City for this Building Criteria to apply to all property within the Woodhouse Place PUD Overlay District and as a part of the Gateway Corridor District (Overlay District), as shown on the City's official zoning map.

New construction and modifications to existing buildings, including the structure and the surrounding property, are required to have compliance reviewed through the design review process.

### 3. DEFINITIONS

---

*Appearance.* The outward aspect visible to the public.

*Appropriate.* Sympathetic, or fitting, to the context of the site and the whole community.

*Appurtenances.* The visible, functional objects accessory to and part of buildings.

*Architectural concept.* The basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development, that produces the architectural character.

*Architectural feature.* A prominent or significant part or element of a building, structure, or site.

*Architectural style.* The characteristic form and detail, as of buildings of a particular historic period.

*Berm.* A raised form of earth to provide screening or to improve the aesthetic character.

*City.* City of La Vista

*Code.* The Municipal Code of the City of La Vista.

*Cohesiveness.* Unity of composition between design elements of a building or a group of buildings and the landscape development.

*Compatibility.* Harmony in the appearance of two or more external design features in the same vicinity.

*Conservation.* The protection and care that prevent destruction or deterioration of historical or otherwise significant structures, buildings, or natural resources.

*Cornice.* A horizontal molded projection that crowns or completes a building or wall.

*Eclectic.* Choosing what appears to be the best from diverse sources, systems, or styles.

*Exterior building component.* An essential and visible part of the exterior of a building.

*External design feature.* The general arrangement of any portion of a building, sign, landscaping, or structure and including the kind, color, and texture of the materials of such portion, and the types of roof, windows, doors, lights, attached or ground signs, or other fixtures appurtenant to such portions as will be open to public view from any street, place, or way.

*Gateway Corridor District.* The City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.

*Graphic element.* A letter, illustration, symbol, figure, insignia, or other device employed to express and illustrate a message or part thereof.

*Harmony.* A quality that represents an appropriate and congruent arrangement of parts, as in an arrangement of varied architectural and landscape elements.

*Logic of design.* Accepted principles and criteria of validity in the solution of the problem of design.

*Mechanical equipment.* Equipment, devices, and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning, and similar purposes.

*Miscellaneous structures.* Structures, other than buildings, visible from public ways. Examples are: fences, walls, and transformers.

*Proportion.* Balanced relationship of parts of a building, landscape, structures, or buildings to each other and to the whole.

*Scale.* Proportional relationship of the size of parts to one another and to the human figure.

*Screening.* Structure of planting that conceals from view from public ways the area behind such structure or planting.

*Site break.* A structural or landscape device to interrupt long vistas and create visual interest in a site development.

*Street hardware.* Man-made objects other than buildings that are part of the streetscape. Examples are: lamp posts, utility poles, traffic signs, benches, litter containers, planting containers.

*Streetscape.* The scene as may be observed along a public street or way composed of natural or man-made components, including buildings, paving, planting, street hardware, and miscellaneous structures.

*Utilitarian structure.* A structure or enclosure relating to mechanical or electrical services to a building.

*Utility hardware.* Devices such as poles, crossarms, transformers and vaults, gas pressure regulating assemblies, and hydrants that are used for water, gas, oil, sewer, and electrical services to a building or a project.

## **4. CRITERIA FOR APPERANCE**

---

### **I. RELATIONSHIP OF BUILDING TO SITE**

- A.** The site shall be planned to accomplish a desirable transition from the sit to the adjoining streetscape and to provide for adequate planting, safe pedestrian movement, and parking areas.
- B.** Site planning is encouraged to provide an interesting relationship between buildings.
- C.** Without restricting the permissible limits of the applicable zoning district, the height and scale of each building shall be compatible with its site and existing (or anticipated) adjoining buildings.
- D.** Newly installed utility services, and service revisions necessitated by exterior alterations, shall be underground.

### **II. RELATIONSHIP OF BUILDINGS AND SITE TO ADJOINING AREA (OUTSIDE OF SUBDIVISION)**

- A.** Attractive landscape transition to adjoining properties shall be provided where possible.
- B.** Harmony in texture, lines, and masses is required. Monotony shall be avoided.

### **III. LANDSCAPE AND SITE TREATMENT**

Landscape elements included in these criteria consist of all forms of planting and vegetation, ground forms, rock groupings, water patterns, and all visible construction except buildings and utilitarian structures.

- A.** Where natural or existing topographic patterns contribute to beauty and utility of a development, they shall be preserved and developed. Modification to topography will be permitted where it contributes to good appearance. All modifications to topography shall be designed to provide varied and more natural grading practices. Consistent, even topography that provides an engineered feel is not acceptable.
- B.** Grades of walks, parking spaces, terraces, and other paved areas shall provide an inviting and stable appearance for walking and, if seating is provided, for sitting.
- C.** Landscape treatment shall be provided to enhance architectural features, strengthen vistas and important axes, and provide shade.
- D.** Unity of the design shall be achieved by repetition of certain plant varieties and other materials and by correlation with adjacent developments. All projects are required to use the minimum number of species under each category from the variety list in Appendix A.
  - 1.** A minimum of two species listed under the deciduous tree category
  - 2.** A minimum of one species listed under the coniferous tree category
  - 3.** A minimum of one species listed under the deciduous shrubs category
  - 4.** A minimum of one species listed under the coniferous shrubs category
- E.** Plant material shall be selected for interest in its structure, texture, and color and for its ultimate growth. Plants that are indigenous to the area and others

that will be hardy, harmonious to the design, and of good appearance shall be used.

- F.** The landscape plan shall be designed to provide natural undulating landscape forms. Avoid consistent straight line plantings.
- G.** Irrigation of all landscape elements as defined above and turf area is required. Provide specification or information showing compliance in design submittal.
- H.** Parking areas and traffic ways shall be enhanced with landscaped spaces containing trees or tree groupings. Shrubs or other landscaping elements may be allowed in lieu of trees on a limited basis as approved by the City of La Vista within the PUD Landscape Plan.
- I.** Screening of service yards, mechanical, electrical, phone equipment and pedestals and other places that tend to be unsightly shall be accomplished by use of walls, fencing, planting, or combinations of those. Screening shall be equally effective in winter and summer.
- J.** Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Lighting standards and fixtures for the parking areas and drives within the building area shall be similar in appearance and quality level as the light fixtures identified in Appendix B. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided. Wall Pack and exterior lighting with visible lamps are not permitted. Lighting shall be Dark Sky compliant, and limit wash onto abutting properties. Exceptions to Dark Sky compliance may be made for specific emergency lighting situations. Fixture, poles and/or other support cut sheets are required in the design submittal for all exterior lighting fixtures to be utilized.
- K.** Storm water management shall be integrated into the design of the site and landscaping. Storm water management criteria are found in the following reference materials:
  - 1. Papillion Creek Watershed Partnership Storm Water Management Policies
  - 2. Storm Water Management Regulations, Chapter 154 of the City of La Vista Municipal Code
  - 3. City of La Vista Subdivision Regulations, 2003 Edition and latest amendments
  - 4. Omaha Regional Storm Water Design Manual, Draft Revision of Chapter 8 dated June, 2012 or latest edition.
  - 5. Nebraska Bioretention and Rain Garden Plants Guide, 2010 or latest edition

#### **IV. BUILDING DESIGN**

- A.** Architectural style is not restricted; however architectural style should be consistent throughout the subdivision. Evaluation of the appearance of the projects shall be based on the quality of its design and relationship to surroundings.
- B.** Buildings shall have good scale and be harmonious conformance with permanent neighboring development.
- C.** All buildings are to be designed from a four-sided (360 degree) structure perspective, thus requiring the same caliber of finishes and design attention

on all facades of the building. Large areas of blank exterior are to be avoided and are grounds for non-compliance.

**D.** All buildings shall feature a prominent entrance.

**E. Building Materials:**

1. Building Materials shall be limited to the following:
  - a) Aluminum Composite Material (ACM)
  - b) Clear or tinted glass
  - c) Clay brick or stone
  - d) Integrally colored burnished or split face concrete block. Smooth concrete block may be allowed as accents.
  - e) Integrally colored EFIS (exterior insulated finishing system)
  - f) Integrally colored cast stone
  - g) Architectural Precast Concrete may be allowed as Accents
  - h) Integrally colored composite rain screen panels.
  - i) Any combination of the materials listed
2. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.
3. Materials shall be of durable quality such as prefinished or integral color for long life with minimal maintenance. Any material requiring a field-applied finish shall have long life, i.e. coatings such as "TNEMEC" or equal. Product data shall be submitted for review.
4. In any design in which the structure frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.

**F.** Building components, such as windows, doors, eaves and parapets, shall have good proportions and relationships to one another.

**G.** Intense, bright, or fluorescent colors should not be used as the predominant color on any wall or roof of any primary or accessory structure. These colors may be used as building accent colors, but should generally not constitute more than 10 percent of the area of each elevation of a building.

**H.** All overhead garage doors shall be recessed into the main building façade a minimum of 8 inches. Depth shall be relative to building wall construction.

**I.** Colors shall be harmonious and shall use only compatible accents.

**J.** Portions of low slope roofs of less than 1/12 may be allowed. They may be either adhered or ballasted. If adhered, the membrane shall be in the lighter color ranges, such as white, to be more energy conscious and less absorptive. An SRI of 29 or greater is required.

**K.** Mechanical equipment or other utility hardware on roof, ground, or buildings shall be screened from public view with materials harmonious with the building or they shall be so located as not to be visible from an elevation view and all angles associated with any public view. A section view shall be provided demonstrating appropriate screening. Mechanical screening shall match building elements and materials. Ground mounted mechanical equipment may utilize vegetative or other screening in a design approved by the City.

- L. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be harmonious with building design. Use of more energy conscious lamps, such as LED's or similar is encouraged. The approved parking light fixture is provided in **Appendix B**.
- M. If used, fencing and site furniture, including waste cans, directories, ash urns, guard rails or railing enclosures, shall be similar to those in existing locations in the Gateway Corridor Overlay District. The color of the site furnishings shall blend with the colors of the rest of the building/site. Provide selection documentation and color for review.
- N. Refuse and waste removal areas, shall be screened from public view, using materials as stated in criteria for equipment screening.
- O. All landscaping shall be in compliance with the Landscaping Requirements from the City of La Vista Zoning Ordinance.
- P. Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent a monotonous appearance.
- Q. Exterior roof access ladders are not allowed within the Woodhouse Place PUD District.
- R. Exterior bracing of parapets or other features shall be screened from elevation views. Screening shall match building elements and materials.

## V. SIGNS

- A. Every sign shall have good scale and proportion in its design and in its visual relationship to the buildings and surroundings.
- B. Every sign shall be designed as an integral architectural element of the building and site to which it principally relates.
- C. The colors, materials, and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates.
- D. The number of graphic elements on a sign shall be held to the minimum needed to convey the sign's major message and shall be composed in proportion to the area of the sign face.
- E. Each sign shall be compatible with signs on adjoining premises and shall not compete for attention.
- F. Identification signs of a prototype design and corporation logos shall conform to the criteria for all other signs.
- G. Monument signage shall vary between vehicle manufacturers, and shall correspond w/ building materials and branding. These monument signs may be internally lit.
- H. Dealer signage, or center monument signage reading "Woodhouse Place", shall be relatively similar in height, construction, and material usage as the other manufacturer signs, and may have low spot lighting.

## VI. MAINTENANCE—PLANNING AND DESIGN FACTORS

- A. Continued good appearance depends upon the extent and quality of maintenance. The choice of materials and their use, together with the types of

finishes and other protective measures, must be conducive to easy maintenance and upkeep.

- B.** Materials and finishes shall be selected for their durability and wear as well as for their beauty. Proper measures and devices shall be incorporated for protection against elements, neglect, damage, and abuse.
- C.** If prefinished metal is utilized, TNEMEC coated metal, or approved equal is required.

## **VII. FACTORS FOR EVALUATION**

The following factors and characteristics, which affect the appearance of the development, will govern the evaluation of a design submission:

- A.** Conformance to city ordinances and the Design Guideline
- B.** Logic of design.
- C.** Exterior space utilization.
- D.** Architectural character.
- E.** Attractiveness.
- F.** Material selection.
- G.** Harmony and compatibility.
- H.** Circulation - vehicular and pedestrian.
- I.** Maintenance requirements.

## **VIII. APPROVAL OF CHANGES AFTER DESIGN ACCEPTANCE**

It is the owner's responsibility to point out and submit any exterior modifications that are proposed between design acceptance and completion of construction to assure timely issuance of a Certificate of Occupancy.

## **5. PROCESS**

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**PRE-APPLICATION  
CONFERENCE:**

A pre-application conference with city staff and/or a preliminary meeting with the city design review architect gives the applicant an opportunity to discuss plans before a great deal of time or money is expended. If a certain design is inappropriate, the applicant will know beforehand.

**APPLICATION FOR  
DESIGN REVIEW:**

The applicant needs to fill out the "Application for Design Review and submit it along with the required submittals. A listing of required submittals is included as part of the application form. The application fee required for this submittal shall be in accordance with La Vista's Master Fee Schedule.

**RESUBMITTAL REQUIREMENTS:**

After the initial submittal, digital submissions are acceptable, with the exception of material and color samples. A final hard copy submittal in 11" x 17" format shall be required after final approval.

**DESIGN REVIEW:**

The City of La Vista staff in association with the city design review architect will review the submittal documents for compliance with the Woodhouse Place Design Guidelines.

**SCHEDULE OF REVIEWS:**

A completed application will take approximately three weeks to review. Incomplete applications may cause a delay. Additional reviews will be necessary for all revised submittals until a Certificate of Design Approval is issued.

**CERTIFICATE OF APPROVAL:**

Upon a successful review the City of La Vista will issue to the applicant a Certificate of Design Approval. A copy of this will need to be included with the Building Permit documents in order to receive a Building Permit.

**APPEALS:**

In the event where the applicant and the City cannot come to an agreement within 180 days of initial application submission, the applicant may request a meeting with the City Administrator regarding an appeal to the City Council.

**OCCUPANCY PERMIT:**

After the building permit is issued, all design requirements must be completed as approved in order for a Certificate of Occupancy to be issued.

**MAINTENANCE OF DESIGN REQUIREMENTS:**

The applicant needs to maintain the Design Requirements for the life of the project. In the event that they fail to do so, the City may revoke the Occupancy Permit.

## **APPENDIX A – Approved Plant List**

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### **DECIDIOUS TREES**

**Min. Size**  
2.5" cal

Downy Serviceberry/Amelanchier arborea – clump form  
Prairie Pride hackberry/Celtis occidentalis ‘Prairie Pride’  
Freeman Maple “Marmo”/ Acer saccharinum  
Burgundy Belle Red Maple/ Acer rubrum  
Norway Maple/ Acer platanoides  
Halka Honeylocust/ Gleditsia triacanthos var. inermis “Halka”  
Prairifire Crab/Malus ‘Prairifire’  
Swamp White Oak/Quercus bicolor  
Glenleven Littleleaf Linden/Tilia x flavescens ‘Glenleven’  
River Birch/Betula Nigra  
Heritage Oak/ Quercus virginiana  
Chinquapin Oak/ Quercus muehlenbergii  
Kentucky Coffee/ Gymnocladus dioicus espresso  
Adams Crab/ Malus ‘Adams’  
Snowdrift Crab/ Malus ‘Snowdrift’  
Greenspire/ Tilia cordata  
Red Maple/ Acer rubrum

### **CONIFEROUS TREES**

6' tall

Colorado Spruce/Picea pungens  
Vanderwolf Pine/ Pinus flexilis ‘Vanderwolf’s’  
Bosnian Pine/ Pinus heldreichii  
Black Hills Spruce/ Picea glauca

### **DECIDUOUS SHRUBS**

5 gallon

Miniature Snowflake Mockorange/Philadelphus x ‘Miniature Snowflake’  
Gro-Low Fragrant Sumac/Rhus aromatica ‘Gro-Low’  
Japanese White Spirea/Spirea albiflora  
Anthony Waterer Spirea-Sapho/Spirea x bumalda ‘Anthony Waterer’  
Hancock Coralberry/Symporicarpos x chenault ‘Hancock’  
Dwarf Lilac/ Syringa meyeri ‘Palibin’  
Alpine Currant/ Ribes alpinum  
Burning Bush/ Euonymus alatus  
Birchleaf Spirea  
Dogwood/ firedance red twig  
Blue muffin Viburnum

**CONIFEROUS SHRUBS** 5 gallon

Green Tam Juniper/ Juniperus Sabina ‘Tamariscifolia’  
Sea Green Juniper/ Juniperus chinensis ‘Sea Green’

**GROUNDCOVERS** 1 gallon

Purple Winter Creeper/Euonymus fortunei var. ‘Coloratus’  
Vinca Minor

**PERENNIALS/BULBS** 1 gallon

Butterscotch Ruffles Daylily/Hemerocallis ‘Butterscotch Ruffles’  
Fairy Tale Pink Daylily/Hemerocallis ‘Fairy Tale Pink’  
Hyperion Daylily/Hemerocallis ‘Hyperion’  
Irish Elf Daylily/Hemerocallis ‘Irish Elf’  
Little Business Daylily/Hemerocallis ‘Little Business’  
Pardon Me Daylily/Hemerocallis ‘Pardon Me’  
Happy Returns Daylily/Hemerocallis ‘Happy Returns’  
Mount Hood Daffodil/Narcissus sp. ‘Mount Hood’  
May Night Salvia/ Salvia nemorosa ‘May Night’

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**APPENDIX B – Approved Parking Light Fixture**



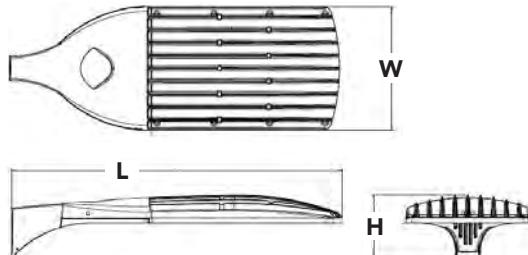
# D-Series Size 2

## LED Area Luminaire



### Specifications

EPA:	1.1 ft <sup>2</sup> (0.10 m <sup>2</sup> )
Length:	40" (101.6 cm)
Width:	15" (38.1 cm)
Height:	7-1/4" (18.4 cm)
Weight (max):	36 lbs (16.3 kg)



### Ordering Information

EXAMPLE: DSX2 LED 80C 1000 40K T4M MVOLT SPA DDBXD

DSX2 LED								
Series	LEDs	Drive current	Color temperature	Distribution			Voltage	Mounting
DSX2 LED	Forward optics	530 530 mA 700 700 mA 1000 1000 mA <sup>2</sup> 1200 1200 mA <sup>2,3</sup>	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted <sup>4</sup>	T1S Type I Short T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium	T5VS Type V Very Short T5S Type V Short T5M Type V Medium T5W Type V Wide BLC Backlight control <sup>2,5,6</sup> LCCO Left corner cutoff <sup>2,5,6</sup> RCCO Right corner cutoff <sup>2,5,6</sup>	MVOLT <sup>7</sup> 120 <sup>7</sup> 208 <sup>7</sup> 240 <sup>7</sup> 277 <sup>7</sup> 347 <sup>7</sup> 480 <sup>8</sup>	Shipped included SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor <sup>9</sup> RPUMBA Round pole universal mounting adaptor <sup>9</sup>	Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) <sup>10</sup>
80C 80 LEDs (four engine)								
100C 100 LEDs (four engines)								
Rotated optics <sup>1</sup>								
90C 90 LEDs								

Control options	Other options	Finish (required)
<b>Shipped installed</b> PER NEMA twist-lock receptacle only (no controls) <sup>11</sup> PERS Five-wire receptacle only (no controls) <sup>11,12</sup> PER7 Seven-wire receptacle only (no controls) <sup>11,12</sup> DMG 0-10V dimming driver (no controls) <sup>13</sup> DCR Dimmable and controllable via ROAM® (no controls) <sup>14</sup> DS Dual switching <sup>15,16</sup> PIRH Bi-level, motion/ambient sensor, 15'-30' mounting height, ambient sensor enable at 5fc <sup>17</sup>	<b>Shipped installed</b> PIRH1FC3V Bi-level, motion sensor, 15'-30' mounting height, ambient sensor enabled at 1fc <sup>17</sup> BL30 Bi-level switched dimming, 30% <sup>16,18</sup> BL50 Bi-level switched dimming, 50% <sup>16,18</sup> PNMTDD3 Part night, dim till dawn <sup>19</sup> PNMT5D3 Part night, dim 5 hrs <sup>19</sup> PNMT6D3 Part night, dim 6 hrs <sup>19</sup> PNMT7D3 Part night, dim 7 hrs <sup>19</sup> FAO Field Adjustable Output <sup>19</sup>	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

### Controls & Shields

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) <sup>23</sup>
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) <sup>23</sup>
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) <sup>23</sup>
DSHORTSBK U	Shorting cap <sup>23</sup>
DSX2HS 80C U	House-side shield for 80 LED unit <sup>21</sup>
DSX2HS 90C U	House-side shield for 90 LED unit <sup>21</sup>
DSX2HS 100C U	House-side shield for 100 LED unit <sup>21</sup>
PUMBA DDBXD U*	Square and round pole universal mounting bracket (specify finish) <sup>24</sup>
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) <sup>10</sup>

**Accessories**  
Ordered and shipped separately.

For more control options, visit [DTL](#) and [ROAM](#) online.

### NOTES

- Rotated optics option (L90 or R90) required for 90C.
- Not available in AMBPC.
- Not available with BLC, LCCO or RCCO distributions.
- Only available with 530mA or 700mA.
- Not available with 1200mA.
- Not available with HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Not available with BL30, BL50 or PNMT options.
- Existing drilled pole only. Available as a separate combination accessory; for retrofit use only: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
- Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Not available with DS option.
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR. Node with integral dimming.
- DMG option for 347V or 480V requires 1000mA.
- Specifies a ROAM® enabled luminaire with 0-10V dimming capability; PER option required. Additional hardware and services required for ROAM® deployment; must be purchased separately. Call 1-800-442-6745 or email: [sales@roamservices.net](mailto:sales@roamservices.net). N/A with DS, PIRH, PER5, PER7, BL30, BL50 or PNMT options. Node without integral dimming.

16 Provides 50/50 luminaire operation via two independent drivers on two separate circuits. N/A with 80C 530, 90C 530, PER, PERS, PER7, DCR, BL30, BL50 or PNMT options.

17 Requires an additional switched circuit.

18 PIRH and PIRH1FC3V specify the [SensorSwitch SBGR-6-ODP](#) control; see [Outdoor Control Technical Guide](#) for details. Dimming driver standard. Not available with PERS or PER7. Ambient sensor disabled when ordered with DCR. Separate on/off required.

19 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PERS, PER7 or PNMT options. Not available with PIRH1FC3V.

20 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PERS, PER7, BL30 or BL50. Not available with PIRH1FC3V. Separate on/off required.

21 Dimming driver standard. Not available with PERS, PER7, DMG, DCR, DS, BL30, BL50 or PNMT options, PIRH or PIRH1FC3V.

22 Not available with BLC, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.

23 90 LEDs (90C option) only.

24 Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.

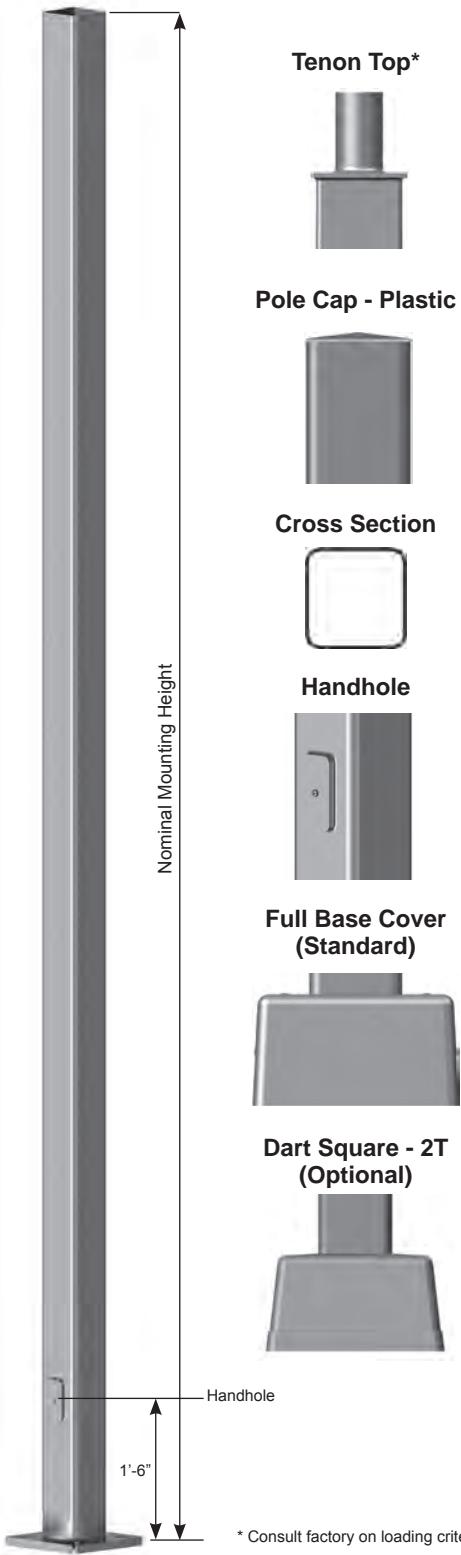
25 For retrofit use only.



Job Name: \_\_\_\_\_  
Job Location - City: \_\_\_\_\_ State: \_\_\_\_\_  
Product: \_\_\_\_\_ Quote: \_\_\_\_\_

Client Name: \_\_\_\_\_  
Created By: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

## SPECIFICATIONS



**Pole** - The pole shaft is fabricated from hot rolled commercial quality carbon steel of one-piece construction with a minimum yield strength of 55,000 psi.

**Pole Top** - A removable pole cap is provided for poles receiving drilling patterns for side-mount luminaire arm assemblies. For top mount luminaire and/or bracket consult the factory.

**Handhole** - A covered handhole and grounding provision with hardware is provided.

**Full Base Cover** - The two-piece standard full base cover is fabricated from ABS plastic. Optional Dart Square-2T cast and decorative base covers available as special order.

**Anchor Base** - The anchor base (base plate) conforms to ASTM A36.

**Anchor Bolts** - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

**Hardware** - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

**Finish** - Standard finishes are galvanized, prime painted or any of Valmont's V-PRO™ Protection Systems. Additional finish options available upon request.

**Design Criteria** - Please reference Design Criteria Specification for appropriate design conditions.

\* Consult factory on loading criteria for pole top mounted luminaires and/or brackets.

# SOFT SQUARE STEEL

## DS330

### Fatigue Resistant

**valmont** 

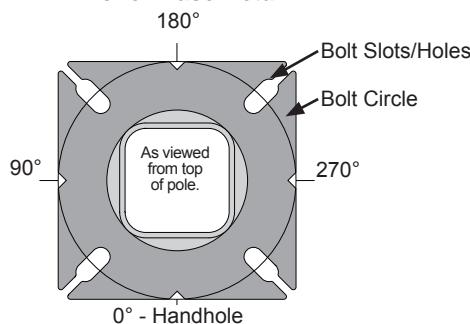
STRUCTURES

Job Name: _____	Client Name: _____		
Job Location - City: _____	State: _____	Created By: _____	Date: _____
Product: _____	Quote: _____	Customer Approval: _____	Date: _____

#### ANCHORAGE DATA

POLE BASE SQUARE (IN)	BASE PLATE				ANCHOR BOLTS			
	WALL THK (GA)	BOLT CIRCLE DIA (IN)	± (IN)	SQUARE THK (IN)	DIA x LENGTH x HOOK (IN)	PROJECTION (IN)	± (IN)	
4.00	11	8.50	0.50	8.25	0.750	0.75 x 17.00 x 3.00	3.50	0.25
4.00	7	8.50	0.50	8.25	0.875	0.75 x 17.00 x 3.00	3.63	0.25
5.00	11	11.00	1.00	11.00	1.000	0.75 x 17.00 x 3.00	3.75	0.25
5.00	7	11.00	1.00	11.00	1.000	0.75 x 17.00 x 3.00	3.75	0.25
6.00	7	12.00	1.00	12.50	1.000	1.00 x 36.00 x 4.00	4.25	0.25

#### Anchor Base Detail



#### LOAD AND DIMENSIONAL DATA

NOMINAL MOUNTING HEIGHT	DESIGN INFORMATION						POLE DIMENSIONS (3)				MODEL NUMBER	
	80 MPH w/1.3 GUST		90 MPH w/1.3 GUST		100 MPH w/1.3 GUST		BASE SQUARE OD <sup>(3)</sup> (IN)	TOP SQUARE OD (IN)	WALL THK (GA)	STRUCTURE WEIGHT <sup>2</sup> (LBS)		
	MAX EPA <sup>1</sup> (SQFT)	MAX WEIGHT <sup>1</sup> (LBS)	MAX EPA <sup>1</sup> (SQFT)	MAX WEIGHT <sup>1</sup> (LBS)	MAX EPA <sup>1</sup> (SQFT)	MAX WEIGHT <sup>1</sup> (LBS)						
10'-0"	30.6	765	23.8	595	18.9	473	4.00	4.00	11	75	S400Q100	
12'-0"	24.4	610	18.8	470	14.8	370	4.00	4.00	11	90	S400Q120	
14'-0"	19.9	498	15.1	378	11.7	293	4.00	4.00	11	100	S400Q140	
16'-0"	15.9	398	11.8	295	8.9	223	4.00	4.00	11	115	S400Q160	
18'-0"	12.6	315	9.2	230	6.7	168	4.00	4.00	11	125	S400Q180	
	9.6	240	6.7	167	4.5	150	4.00	4.00	11	140	S400Q200	
20'-0"	17.7	443	12.7	343	9.4	235	5.00	5.00	11	185	S500Q200	
	28.1	703	21.4	535	16.2	405	5.00	5.00	7	265	S500W200	
	4.8	150	2.6	100	1.0	50	4.00	4.00	11	170	S400Q250	
25'-0"	10.8	270	7.7	188	5.4	135	4.00	4.00	7	245	S400W250	
	9.8	245	6.3	157	3.7	150	5.00	5.00	11	225	S500Q250	
	18.5	463	13.3	333	9.5	238	5.00	5.00	7	360	S500W250	
	6.7	168	4.4	110	2.6	65	4.00	4.00	7	291	S400W300	
30'-0"	4.7	150	2.0	50	N/A	N/A	5.00	5.00	11	265	S500Q300	
	10.7	267	6.7	167	3.9	100	5.00	5.00	7	380	S500W300	
	19.0	475	13.2	330	9.0	225	6.00	6.00	7	520	S600W300	
	5.9	150	2.5	100	N/A	N/A	5.00	5.00	7	440	S500W350	
35'-0"	12.4	310	7.6	190	4.2	105	6.00	6.00	7	540	S600W350	
40'-0"	7.2	180	3.0	75	N/A	N/A	6.00	6.00	7	605	S600W400	

1. Maximum EPA (Effective Projected Area) and weight values are based on side mounted fixtures only. Consult factory on loading criteria for pole top mounted luminaires and/or brackets. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.

2. Structure weight is a nominal value which includes the pole shaft and base plate only.

3. Bellied-bottom will have reduced thickness due to the cold-working process. However, the bellied-bottom meets or exceeds the structural capacity of the original square section. In addition, the rounded section provides better fatigue resistance.

#### PRODUCT ORDERING CODES

DESIGN SERIES	MODEL NUMBER	Fixture Mounting	FINISH	COLOR	V-PRO™ PROTECTION SYSTEM	OPTIONS
DS330						
S400Q100	Drill Mounting	D1 = 1 Luminaire	GV = Galvanize	-- = Galvanize	-- = Galvanize	
S400Q120		D2 = 2 @ 180°	PP = Prime Paint	-- = Prime Paint	-- = Prime Paint	
S400Q140		D4 = 4 @ 90°	FP = Finish Paint	WH = White	V1 = V-PRO 1	
S400Q160		D5 = 2 @ 90°	GF = Galvanized + Finish Paint	ST = Sandstone	Basic 1 Coat Powder.	
S400Q180		D6 = 3 @ 90°		BK = Black	V2 = V-PRO 2	
S400Q200				SM = Silver Metallic	2 Coat Powder or Liquid.	
S500Q200				SL = Silver	Includes epoxy primer & top coat.	
S500W200				LG = Light Gray	V3 = V-PRO 3	
S400Q250	Tenon Mounting	P2 = 2.38" OD x 4.00"		SG = Slate Gray	2 Coat Powder or Liquid.	
S400W250		P4 = 4.00" OD x 6.00"		DT = Dark Tan	Includes zinc primer & top coat.	
S500Q250				MB = Medium Bronze	V4 = V-PRO 4	
S500W250				CB = Bronze	2 Coat Powder or Liquid.	
S400W300				DB = Dark Bronze	Includes zinc primer & premium top coat.	
S500Q300				BN = Brown		
S500W300				HG = Hunter Green		
S600W300				DG = Dark Green		
S500W350				RD = Red		
S600W350				SC = Special Color (Contact Factory)		
S600W400						See Accessories at valmontstructures.com (Please Specify)

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

### **Conditional Use Permit for Automobile Display, Sales, Service and Repair**

This Conditional Use Permit issued this \_\_\_\_th day of \_\_\_\_\_, 2017, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, LB Southwest LLC ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner owns, or has a contract to purchase ("Purchase Agreement"), and wishes to construct and operate four automobile display, sales, service and repair businesses upon the following described tracts of land within the City of La Vista zoning jurisdiction:

- Lots 1 and 2, Woodhouse Place located in the N ½, NE ¼, Section 23, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska. ("Property")

WHEREAS, Owner has applied for a conditional use permit for the purpose of Owner constructing, owning, and operating four automobile businesses on the Property, each comprised of automobile display, sales, service and repair (the "Permit"); and

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

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Owner to use the Property for the purposes described above, 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 to are as follows:

1. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate subject to the rights of the Owner to cure such default or deficiency as set forth herein in this Agreement.
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 is attached hereto and incorporated herein as Exhibit "A".
  - b. The hours of operation for service and repair will generally be from 7:00 a.m. to 6:00 p.m. Monday through Friday, 8:00 a.m. – 4:00 p.m. Saturday. Sales hours will be 8:00 a.m. to 9:00 p.m. Monday, Tuesday, Thursday and 8:00 a.m. to 6:00 p.m. on Wednesday, Friday, and Saturday.
  - c. There will be approximately 300 employees to work full or part time.
  - d. The sales, repair and service will consist of passenger vehicles.
  - e. There shall not be any outside storage of materials or vehicles, except for the Permitted Use. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete.
  - f. The Property shall be developed and maintained in accordance with the CUP Site Plan (Exhibit "A"), Landscape Plan (Exhibit "B") and all other exhibits of this Permit, as well as the Final Plat, Subdivision Agreement, and Planned Unit Development, as approved by the City and incorporated

herein by this reference. Any modifications must be submitted to the City Planner for approval, and shall be subject to any additional approvals as the City Administrator determines necessary or appropriate, unless otherwise expressly provided in the Exhibit, document or instrument to be modified.

- g. No vehicle repair or inoperable or damaged vehicles, other than emergency maintenance such as changing a tire, shall be allowed outside of buildings on the Property.
- h. Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be directed downward and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas.
- i. Owner shall obtain all required permits from the City of La Vista, or otherwise required for the Use, and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA laws, regulations, or other requirements.
- j. 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.
- k. 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 violations of any applicable environmental or safety law, rule or regulation relating to the Owner's ownership, possession, or use of the Property..

3. In respect to the Gateway Corridor Overlay District and Woodhouse Place design criteria:

- a. Building Exterior (Style and Building Materials)
  - i. The building elevations as constructed shall be consistent with the Building Elevations attached as Exhibit "C". Each building will be reviewed at the time of the building design review process, prior to application for building permit and will meet the requirements of the Woodhouse Place Design Guidelines.
- b. Mechanical Units
  - i. The roof top mechanical units shall be screened from all sides by roof top screens as shown in the building elevations, including Building Elevations attached as Exhibit "C". Screening for each building will be reviewed in further detail at the time of the building design review process, prior to application for building permit and will meet the requirements of the Woodhouse Place Design Guidelines.
- c. Trash Enclosure
  - i. The trash enclosure(s) shall be located and constructed in accordance with Woodhouse Place Design Guidelines.
- d. Exterior Site Lighting Fixtures
  - i. All exterior Site Lighting fixtures used on this project will be according to the photometric plan and lighting cut sheets, attached as Exhibit "D"). Additional exterior light fixtures incorporated into the design of each building will be reviewed at the time of the building design review process, prior to application for building permit and will meet the requirements of the Woodhouse Place Design Guidelines.
  - ii. All additional exterior light fixtures must be submitted for approval.
- e. Landscaping and Site Treatment
  - i. The Woodhouse Place PUD Landscape Plan (Exhibit "B"), has identified the required landscaping to the site and shall be incorporated accordingly. A detailed landscaping plan for each building will be reviewed at the time of the building design review process, prior to application for building permit and will meet the requirements of the Woodhouse Place Design

Guidelines.

- ii. Any changes to the landscape plan must be approved by the City of La Vista.
- f. Signage
  - i. All signs shall comply with the City's sign regulations or the Woodhouse Place PUD Ordinance.
- 4. The Owner's right to maintain the Use of the Property, as contemplated by the Permit, shall be based on the following:
  - a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked upon a finding by the City that there is a material violation of the terms of this Permit if the violation continues after written notice from the City to Owner and opportunity to cure in the time and manner described below.
  - b. The Use authorized by the Permit must be initiated within thirty days after completion of construction of improvements for such Use in accordance with Section 6 below; otherwise such Permit shall become void.
  - 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.
- 5. 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. This Section 5a shall be separately applied with respect to each of the four businesses constituting the Permitted Use, and upon abandonment by any such business of its Permitted Use, and not assumed or continued by one of the other businesses on the Property or a business under common ownership and control as one of the other businesses on the Property, this Permit shall be revoked with respect to the portion of the Property used by such business.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
  - c. Owner's construction or placement of a structure or other improvement on the Property (except during construction of any phase of the project) not specified in this Permit and Owners failure to cure such breach in the time and manner described below after City's giving notice thereof.
  - d. Owner's breach of any other term hereof and its failure to cure such breach in the time and manner described below after City's giving notice thereof.
- 6. If construction of improvements for the Permitted Use is not commenced on Lots 1 and 2 Woodhouse Place within one (1) year from March 21, 2017, and construction of all improvements completed within one year after commencement of construction, this Permit shall be null and void and all rights hereunder shall lapse, provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
- 7. In the event the Owner fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Owner fails to promptly remove any remaining safety, environmental or other hazard or nuisance, 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 in connection with the removal thereof) 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, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to

remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

8. If any provision, or any portion thereof, contained in this Permit 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, its 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 this Permit, unless the City has expressly waived said breach. 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. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner of any breach of this Permit. Owner shall be permitted to cure any breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 2 and diligently pursued and completed as soon as possible, and allowing additional times does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
3. 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.
4. 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 as follows:

**Contact Name and Address:** Paul Cech  
LB Southwest LLC  
6603 "L" Street  
Omaha, NE 68117

5. All recitals at the beginning of this Permit, and all exhibits and other documents referenced in this Permit, shall be incorporated herein by said reference.

**Effective Date:**

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof; provided, however, if the Owner has a Purchase Agreement to acquire the Property, this Permit shall take effect upon Owner closing on such Purchase Agreement and acquiring the Property.

THE CITY OF LA VISTA

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

Attest:

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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 \_\_\_\_\_, 2017, 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.

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Notary Public

## ACKNOWLEDGMENT OF NOTARY

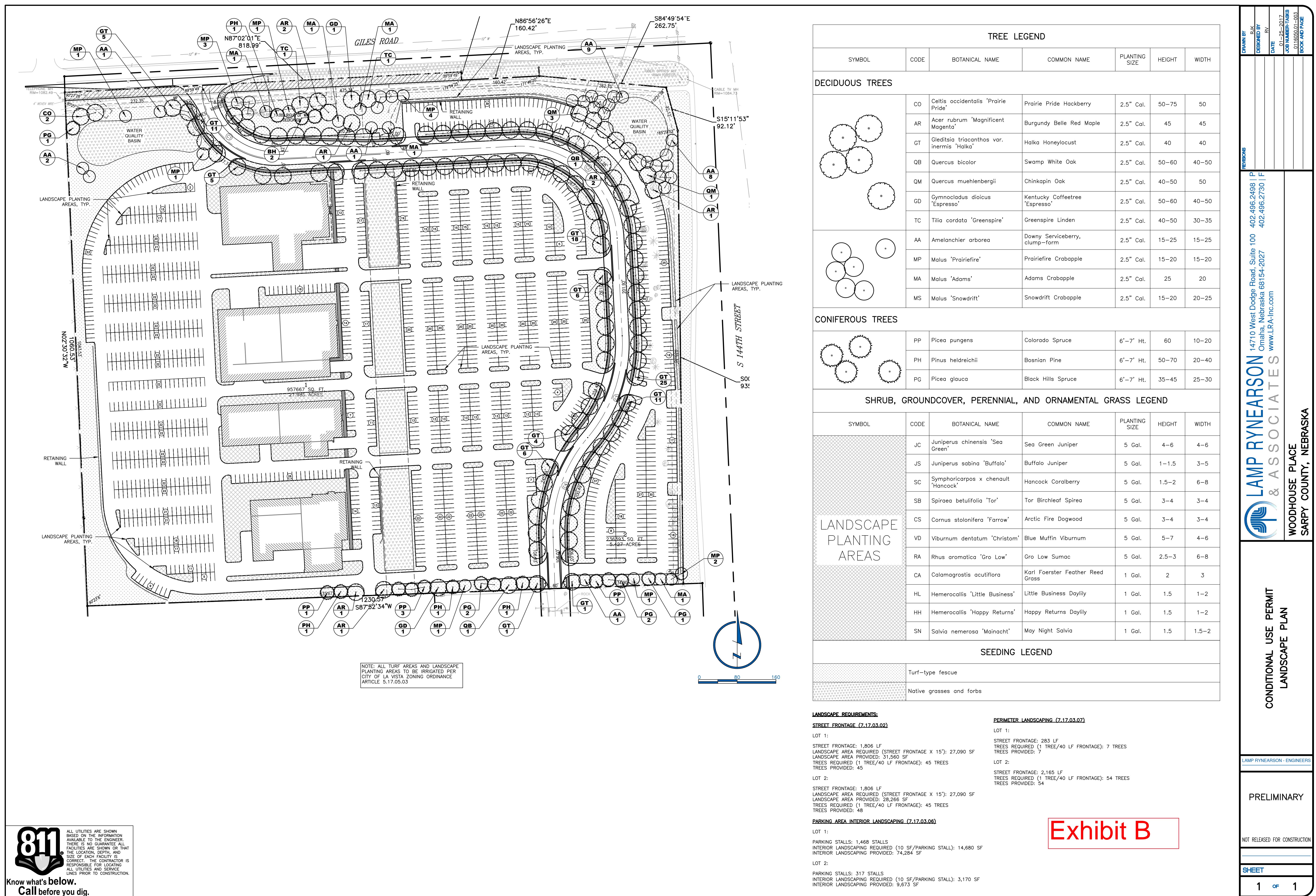
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

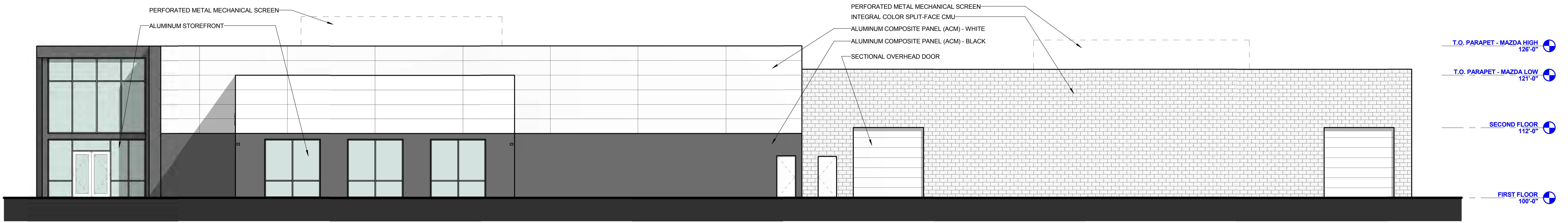
On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [REDACTED], personally known by me to be the \_\_\_\_\_ of LB Southwest LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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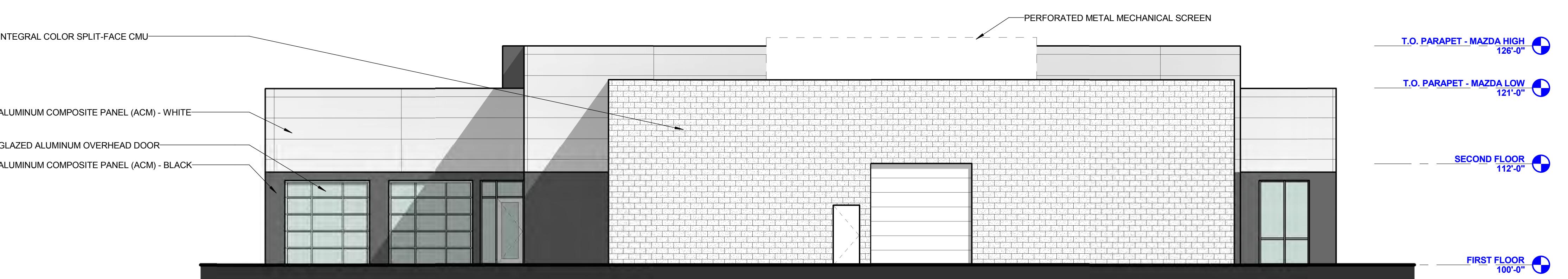
## Notary Public



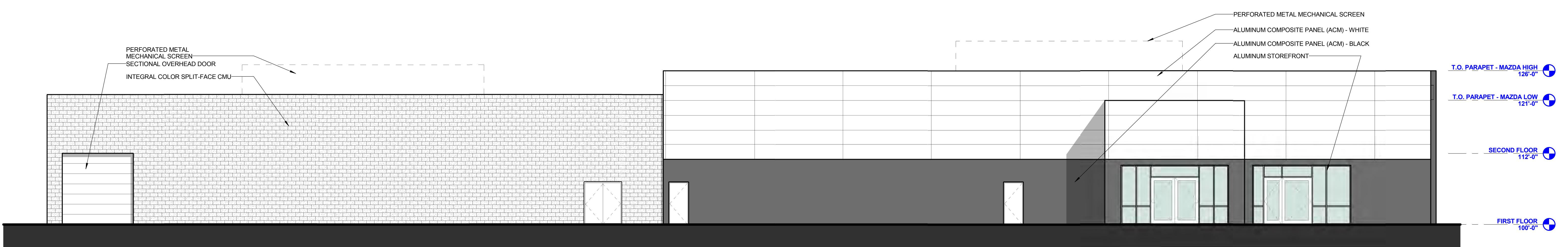




4 NORTH ELEVATION



3 WEST ELEVATION



2 SOUTH ELEVATION



1 EAST ELEVATION

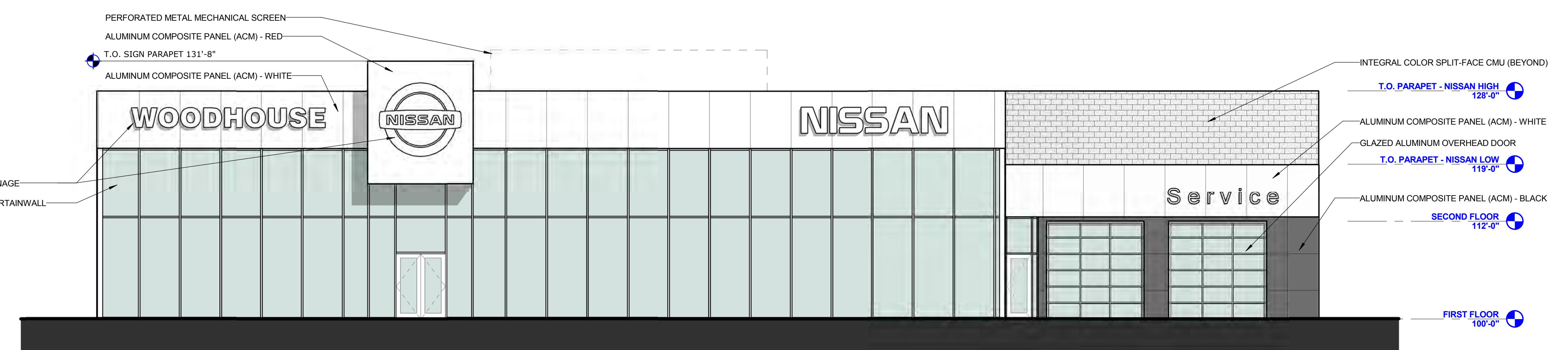
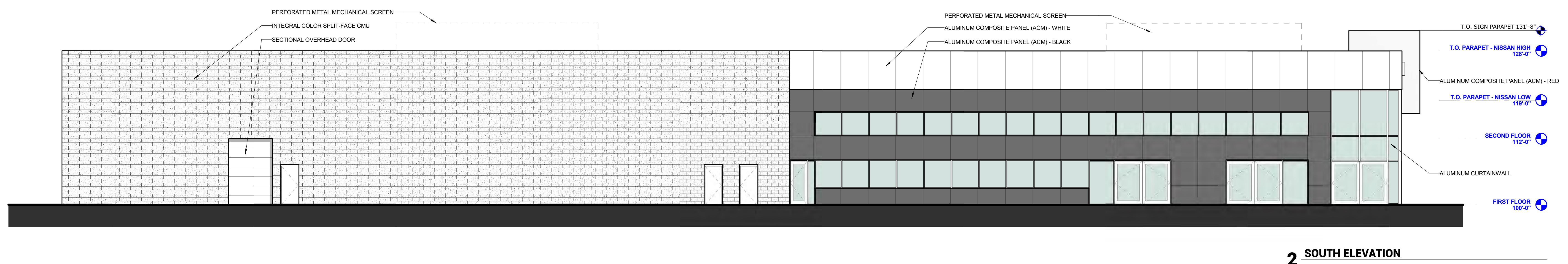
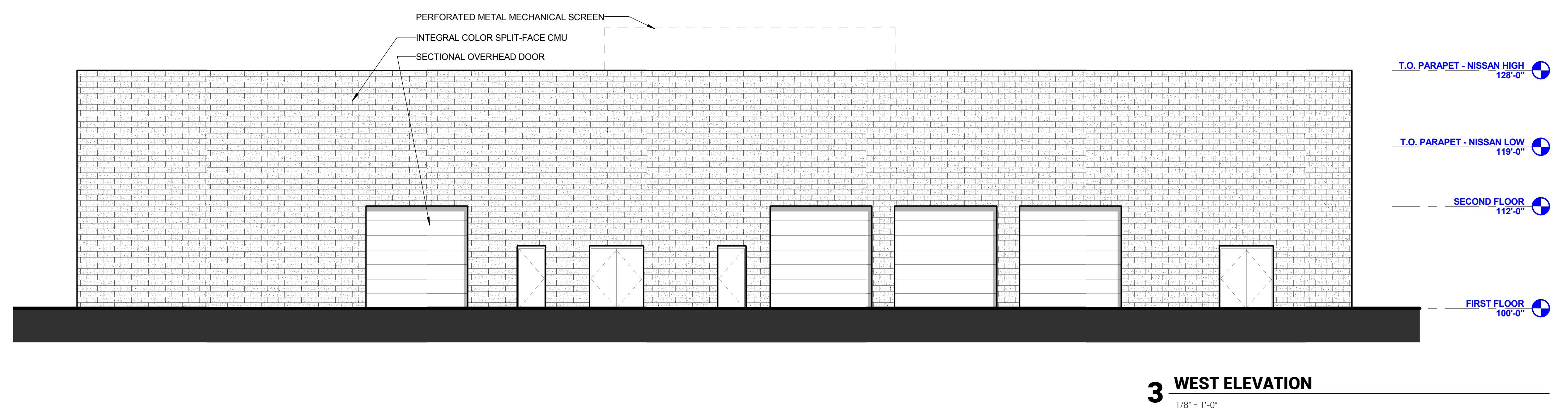
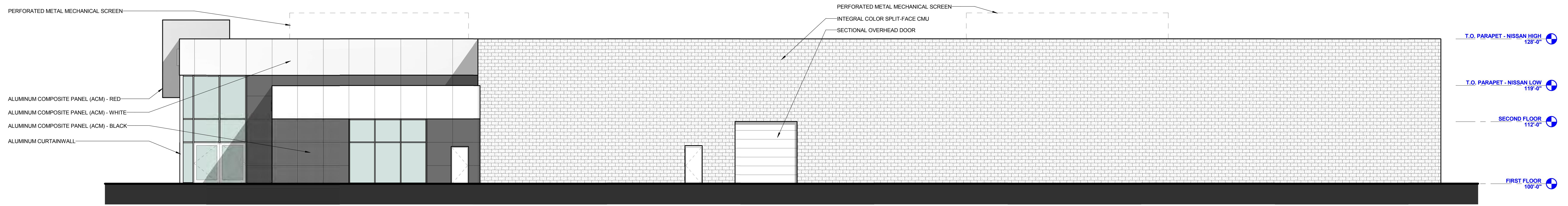
Exhibit C

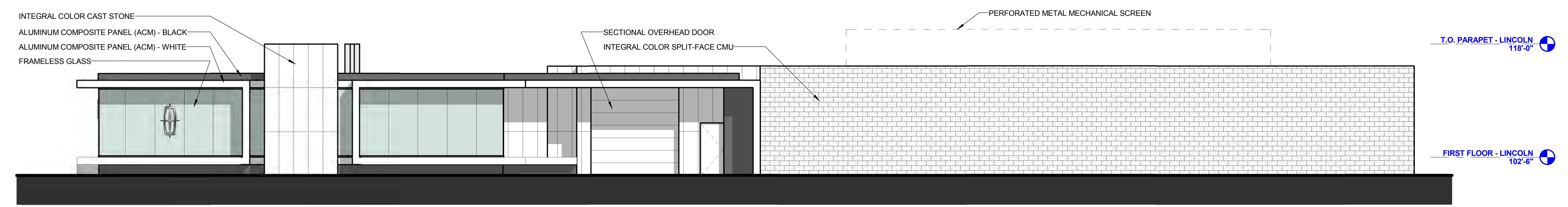
**BVH**

WOODHOUSE PLACE  
MAZDA - CONCEPTUAL ELEVATIONS

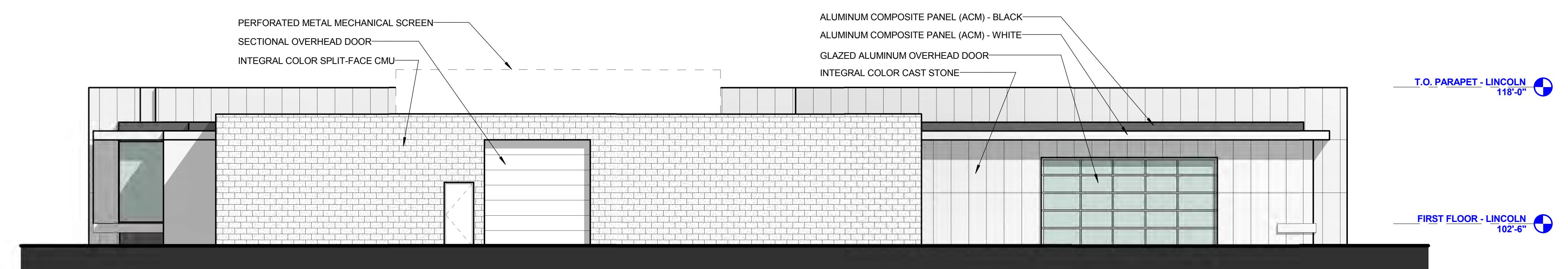
NOTE: ELEVATIONS ARE BASED ON THE CONCEPTUAL PROTOTYPE DESIGN FROM THE MANUFACTURER. DESIGN DEVELOPMENT ELEMENTS WILL BE SUBMITTED FOR DESIGN REVIEW ONCE DETAILED AND DIRECTION IS ESTABLISHED.

**WOODHOUSE**  
AUTO FAMILY 

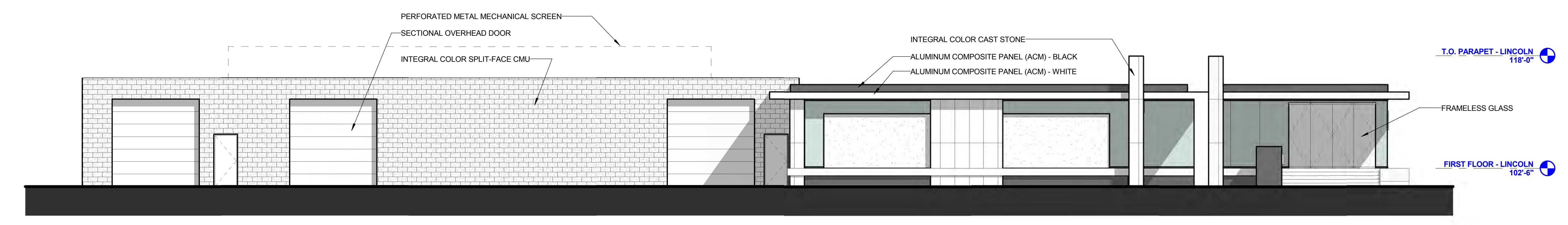




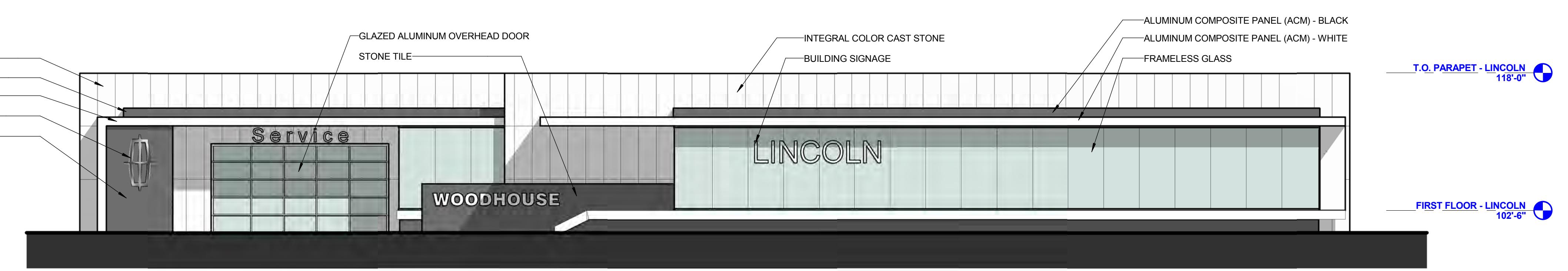
4 NORTH ELEVATION



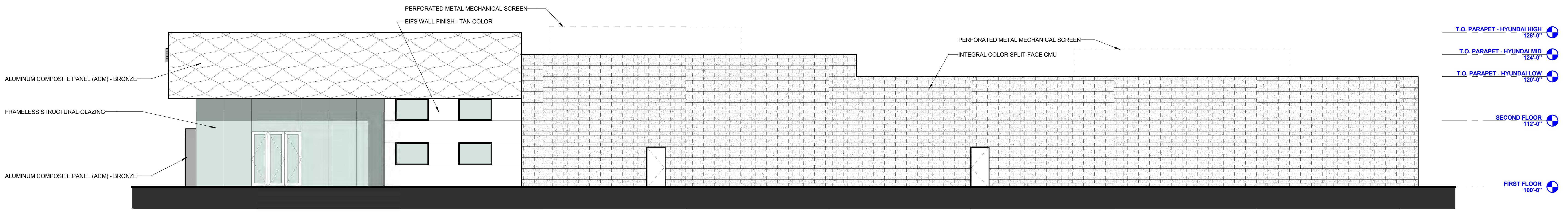
3 WEST ELEVATION



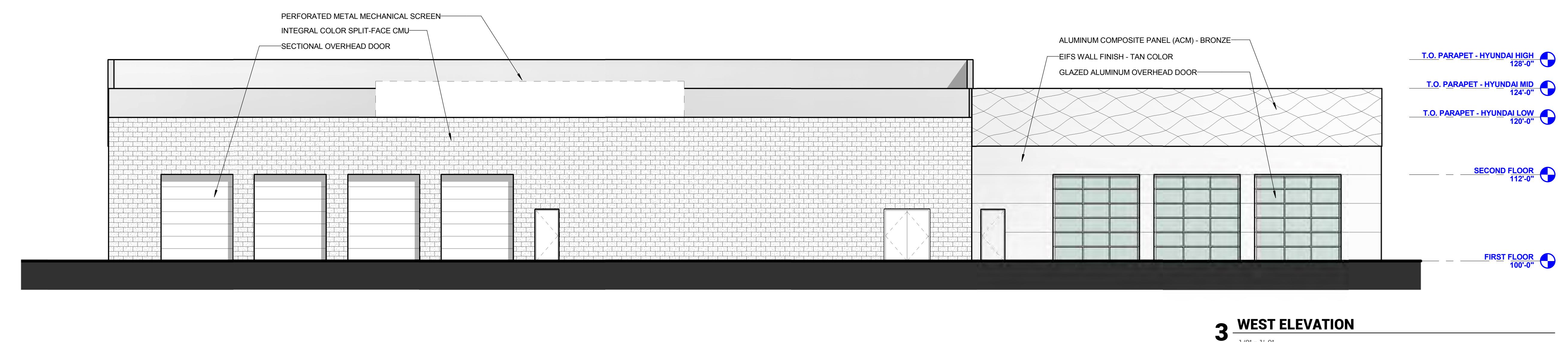
2 SOUTH ELEVATION



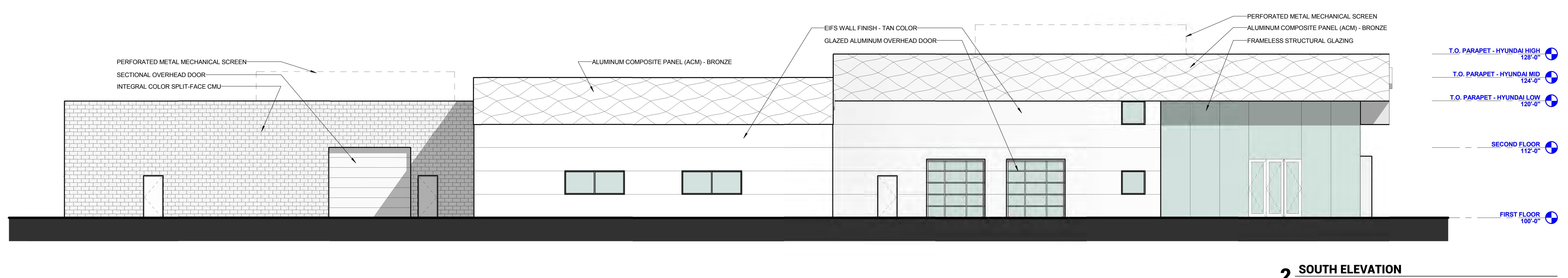
1 EAST ELEVATION



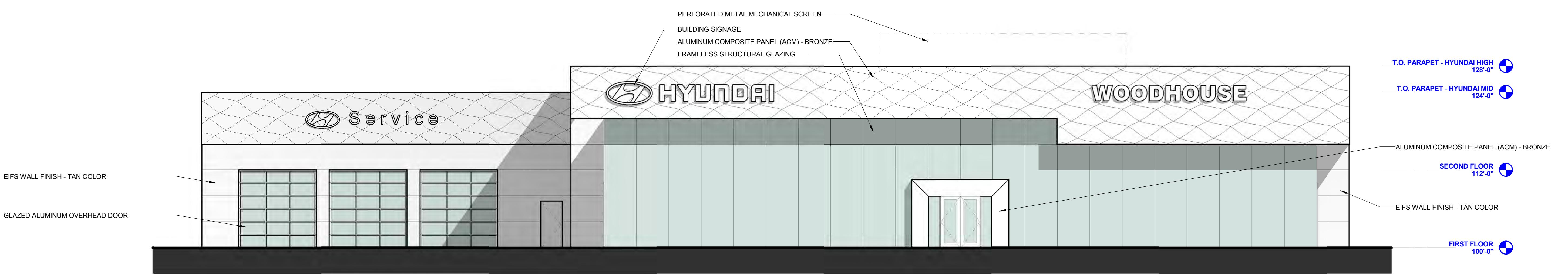
4 NORTH ELEVATION




3 WEST ELEVATION



2 SOUTH ELEVATION



1 EAST ELEVATION





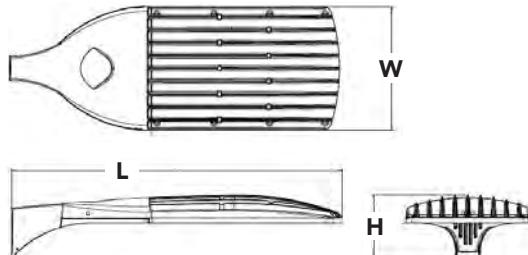
# D-Series Size 2

## LED Area Luminaire



### Specifications

EPA:	1.1 ft <sup>2</sup> (0.10 m <sup>2</sup> )
Length:	40" (101.6 cm)
Width:	15" (38.1 cm)
Height:	7-1/4" (18.4 cm)
Weight (max):	36 lbs (16.3 kg)



### Ordering Information

EXAMPLE: DSX2 LED 80C 1000 40K T4M MVOLT SPA DDBXD

DSX2 LED								
Series	LEDs	Drive current	Color temperature	Distribution			Voltage	Mounting
DSX2 LED	Forward optics	530 530 mA	30K 3000 K	T1S Type I Short	T5VS Type V Very Short	MVOLT <sup>7</sup>	Shipped included	
	80C 80 LEDs (four engine)	700 700 mA	40K 4000 K	T2S Type II Short	T5S Type V Short	120 <sup>7</sup>	SPA Square pole mounting	
	100C 100 LEDs (four engines)	1000 1000 mA <sup>2,3</sup> (1A)	50K 5000 K	T2M Type II Medium	T5M Type V Medium	208 <sup>7</sup>	RPA Round pole mounting	
	Rotated optics <sup>1</sup>	1200 1200 mA <sup>2,3</sup> (1.2 A)	AMBP <sup>C</sup> Amber phosphor converted <sup>4</sup>	T3S Type III Short	T5W Type V Wide	240 <sup>7</sup>	WBA Wall bracket	
90C	90 LEDs			T3M Type III Medium	BLC Backlight control <sup>2,5,6</sup>	277 <sup>7</sup>	SPUMBA Square pole universal mounting adaptor <sup>9</sup>	
				T4M Type IV Medium	LCCO Left corner cutoff <sup>2,5,6</sup>	347 <sup>7</sup>	RPUMBA Round pole universal mounting adaptor <sup>9</sup>	
90C	90 LEDs			TFTM Forward Throw	RCCO Right corner cutoff <sup>2,5,6</sup>	480 <sup>8</sup>	Shipped separately	
				Medium			KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) <sup>10</sup>	

Control options	Other options	Finish (required)
<b>Shipped installed</b> PER NEMA twist-lock receptacle only (no controls) <sup>11</sup> PERS Five-wire receptacle only (no controls) <sup>11,12</sup> PER7 Seven-wire receptacle only (no controls) <sup>11,12</sup> DMG 0-10V dimming driver (no controls) <sup>13</sup> DCR Dimmable and controllable via ROAM® (no controls) <sup>14</sup> DS Dual switching <sup>15,16</sup> PIRH Bi-level, motion/ambient sensor, 15'-30' mounting height, ambient sensor enable at 5fc <sup>17</sup>	<b>Shipped installed</b> PIRH1FC3V Bi-level, motion sensor, 15'-30' mounting height, ambient sensor enabled at 1fc <sup>17</sup> BL30 Bi-level switched dimming, 30% <sup>16,18</sup> BL50 Bi-level switched dimming, 50% <sup>16,18</sup> PNMTDD3 Part night, dim till dawn <sup>19</sup> PNMT5D3 Part night, dim 5 hrs <sup>19</sup> PNMT6D3 Part night, dim 6 hrs <sup>19</sup> PNMT7D3 Part night, dim 7 hrs <sup>19</sup> FAO Field Adjustable Output <sup>19</sup>	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

### Controls & Shields

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) <sup>23</sup>
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) <sup>23</sup>
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) <sup>23</sup>
DSHORTSBK U	Shorting cap <sup>23</sup>
DSX2HS 80C U	House-side shield for 80 LED unit <sup>21</sup>
DSX2HS 90C U	House-side shield for 90 LED unit <sup>21</sup>
DSX2HS 100C U	House-side shield for 100 LED unit <sup>21</sup>
PUMBA DDBXD U*	Square and round pole universal mounting bracket (specify finish) <sup>24</sup>
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) <sup>10</sup>

### Accessories

Ordered and shipped separately.

For more control options, visit [DTL](#) and [ROAM](#) online.

### NOTES

- Rotated optics option (L90 or R90) required for 90C.
- Not available in AMBP<sup>C</sup>.
- Not available with BLC, LCCO or RCCO distributions.
- Only available with 530mA or 700mA.
- Not available with 1200mA.
- Not available with HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Not available with BL30, BL50 or PNMT options.
- Existing drilled pole only. Available as a separate combination accessory; for retrofit use only: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
- Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Not available with DS option.
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR. Node with integral dimming.
- DMG option for 347V or 480V requires 1000mA.
- Specifies a ROAM® enabled luminaire with 0-10V dimming capability; PER option required. Additional hardware and services required for ROAM® deployment; must be purchased separately. Call 1-800-442-6745 or email: [sales@roamservices.net](mailto:sales@roamservices.net). N/A with DS, PIRH, PER5, PER7, BL30, BL50 or PNMT options. Node without integral dimming.

16 Provides 50/50 luminaire operation via two independent drivers on two separate circuits. N/A with 80C 530, 90C 530, PER, PERS, PER7, DCR, BL30, BL50 or PNMT options.

17 Requires an additional switched circuit.

18 PIRH and PIRH1FC3V specify the [SensorSwitch SBGR-6-ODP](#) control; see [Outdoor Control Technical Guide](#) for details. Dimming driver standard. Not available with PERS or PER7. Ambient sensor disabled when ordered with DCR. Separate on/off required.

19 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PERS, PER7 or PNMT options. Not available with PIRH1FC3V.

20 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PERS, PER7, BL30 or BL50. Not available with PIRH1FC3V. Separate on/off required.

21 Dimming driver standard. Not available with PERS, PER7, DMG, DCR, DS, BL30, BL50 or PNMT options, PIRH or PIRH1FC3V.

22 Not available with BLC, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.

23 90 LEDs (90C option) only.

24 Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.

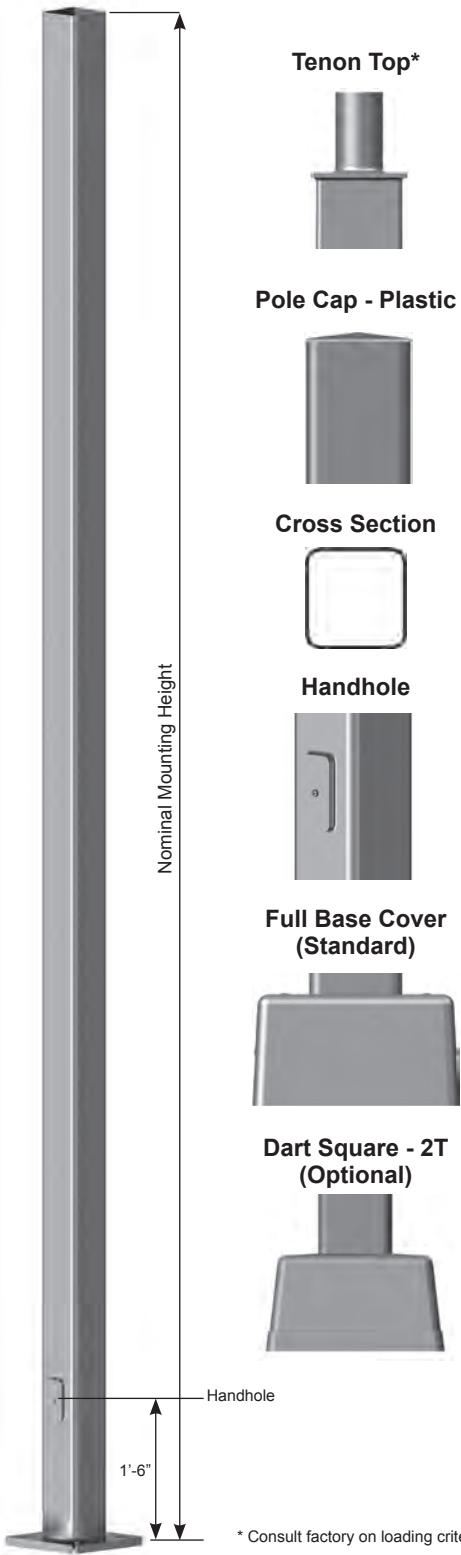
25 For retrofit use only.



Job Name: \_\_\_\_\_  
Job Location - City: \_\_\_\_\_ State: \_\_\_\_\_  
Product: \_\_\_\_\_ Quote: \_\_\_\_\_

Client Name: \_\_\_\_\_  
Created By: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

## SPECIFICATIONS



**Pole** - The pole shaft is fabricated from hot rolled commercial quality carbon steel of one-piece construction with a minimum yield strength of 55,000 psi.

**Pole Top** - A removable pole cap is provided for poles receiving drilling patterns for side-mount luminaire arm assemblies. For top mount luminaire and/or bracket consult the factory.

**Handhole** - A covered handhole and grounding provision with hardware is provided.

**Full Base Cover** - The two-piece standard full base cover is fabricated from ABS plastic. Optional Dart Square-2T cast and decorative base covers available as special order.

**Anchor Base** - The anchor base (base plate) conforms to ASTM A36.

**Anchor Bolts** - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

**Hardware** - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

**Finish** - Standard finishes are galvanized, prime painted or any of Valmont's V-PRO™ Protection Systems. Additional finish options available upon request.

**Design Criteria** - Please reference Design Criteria Specification for appropriate design conditions.

\* Consult factory on loading criteria for pole top mounted luminaires and/or brackets.

# SOFT SQUARE STEEL

## DS330

### Fatigue Resistant

**valmont** 

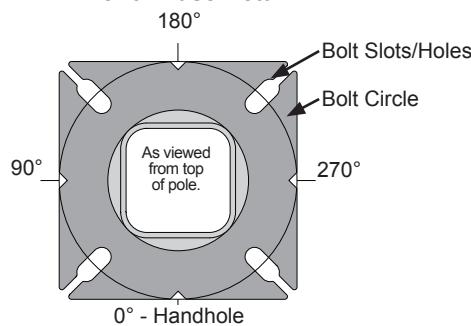
STRUCTURES

Job Name: _____	Client Name: _____		
Job Location - City: _____	State: _____	Created By: _____	Date: _____
Product: _____	Quote: _____	Customer Approval: _____	Date: _____

#### ANCHORAGE DATA

POLE BASE SQUARE (IN)	BASE PLATE				ANCHOR BOLTS			
	WALL THK (GA)	BOLT CIRCLE DIA (IN)	± (IN)	SQUARE THK (IN)	DIA x LENGTH x HOOK (IN)	PROJECTION (IN)	± (IN)	
4.00	11	8.50	0.50	8.25	0.750	0.75 x 17.00 x 3.00	3.50	0.25
4.00	7	8.50	0.50	8.25	0.875	0.75 x 17.00 x 3.00	3.63	0.25
5.00	11	11.00	1.00	11.00	1.000	0.75 x 17.00 x 3.00	3.75	0.25
5.00	7	11.00	1.00	11.00	1.000	0.75 x 17.00 x 3.00	3.75	0.25
6.00	7	12.00	1.00	12.50	1.000	1.00 x 36.00 x 4.00	4.25	0.25

#### Anchor Base Detail



#### LOAD AND DIMENSIONAL DATA

NOMINAL MOUNTING HEIGHT	DESIGN INFORMATION						POLE DIMENSIONS (3)				MODEL NUMBER	
	80 MPH w/1.3 GUST		90 MPH w/1.3 GUST		100 MPH w/1.3 GUST		BASE SQUARE OD <sup>(3)</sup> (IN)	TOP SQUARE OD (IN)	WALL THK (GA)	STRUCTURE WEIGHT <sup>2</sup> (LBS)		
	MAX EPA <sup>1</sup> (SQFT)	MAX WEIGHT <sup>1</sup> (LBS)	MAX EPA <sup>1</sup> (SQFT)	MAX WEIGHT <sup>1</sup> (LBS)	MAX EPA <sup>1</sup> (SQFT)	MAX WEIGHT <sup>1</sup> (LBS)						
10'-0"	30.6	765	23.8	595	18.9	473	4.00	4.00	11	75	S400Q100	
12'-0"	24.4	610	18.8	470	14.8	370	4.00	4.00	11	90	S400Q120	
14'-0"	19.9	498	15.1	378	11.7	293	4.00	4.00	11	100	S400Q140	
16'-0"	15.9	398	11.8	295	8.9	223	4.00	4.00	11	115	S400Q160	
18'-0"	12.6	315	9.2	230	6.7	168	4.00	4.00	11	125	S400Q180	
	9.6	240	6.7	167	4.5	150	4.00	4.00	11	140	S400Q200	
20'-0"	17.7	443	12.7	343	9.4	235	5.00	5.00	11	185	S500Q200	
	28.1	703	21.4	535	16.2	405	5.00	5.00	7	265	S500W200	
	4.8	150	2.6	100	1.0	50	4.00	4.00	11	170	S400Q250	
25'-0"	10.8	270	7.7	188	5.4	135	4.00	4.00	7	245	S400W250	
	9.8	245	6.3	157	3.7	150	5.00	5.00	11	225	S500Q250	
	18.5	463	13.3	333	9.5	238	5.00	5.00	7	360	S500W250	
	6.7	168	4.4	110	2.6	65	4.00	4.00	7	291	S400W300	
30'-0"	4.7	150	2.0	50	N/A	N/A	5.00	5.00	11	265	S500Q300	
	10.7	267	6.7	167	3.9	100	5.00	5.00	7	380	S500W300	
	19.0	475	13.2	330	9.0	225	6.00	6.00	7	520	S600W300	
	5.9	150	2.5	100	N/A	N/A	5.00	5.00	7	440	S500W350	
35'-0"	12.4	310	7.6	190	4.2	105	6.00	6.00	7	540	S600W350	
40'-0"	7.2	180	3.0	75	N/A	N/A	6.00	6.00	7	605	S600W400	

1. Maximum EPA (Effective Projected Area) and weight values are based on side mounted fixtures only. Consult factory on loading criteria for pole top mounted luminaires and/or brackets. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.

2. Structure weight is a nominal value which includes the pole shaft and base plate only.

3. Bellied-bottom will have reduced thickness due to the cold-working process. However, the bellied-bottom meets or exceeds the structural capacity of the original square section. In addition, the rounded section provides better fatigue resistance.

#### PRODUCT ORDERING CODES

DESIGN SERIES	MODEL NUMBER	Fixture Mounting	FINISH	COLOR	V-PRO™ PROTECTION SYSTEM	OPTIONS
DS330						
S400Q100	Drill Mounting	D1 = 1 Luminaire	GV = Galvanize	-- = Galvanize	-- = Galvanize	
S400Q120		D2 = 2 @ 180°	PP = Prime Paint	-- = Prime Paint	-- = Prime Paint	
S400Q140		D4 = 4 @ 90°	FP = Finish Paint	WH = White	V1 = V-PRO 1	
S400Q160		D5 = 2 @ 90°	GF = Galvanized + Finish Paint	ST = Sandstone	Basic 1 Coat Powder.	
S400Q180		D6 = 3 @ 90°		BK = Black	V2 = V-PRO 2	
S400Q200				SM = Silver Metallic	2 Coat Powder or Liquid.	
S500Q200				SL = Silver	Includes epoxy primer & top coat.	
S500W200				LG = Light Gray	V3 = V-PRO 3	
S400Q250	Tenon Mounting	P2 = 2.38" OD x 4.00"		SG = Slate Gray	2 Coat Powder or Liquid.	
S400W250		P4 = 4.00" OD x 6.00"		DT = Dark Tan	Includes zinc primer & top coat.	
S500Q250				MB = Medium Bronze	V4 = V-PRO 4	
S500W250				CB = Bronze	2 Coat Powder or Liquid.	
S400W300				DB = Dark Bronze	Includes zinc primer & premium top coat.	
S500Q300				BN = Brown		
S500W300				HG = Hunter Green		
S600W300				DG = Dark Green		
S500W350				RD = Red		
S600W350				SC = Special Color (Contact Factory)		
S600W400						See Accessories at valmontstructures.com (Please Specify)

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 4, 2017 AGENDA**

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

**SYNOPSIS**

A resolution has been prepared for approval of a preliminary plat for approximately 25.82 acres located northwest of 145<sup>th</sup> Street and Meadows Blvd.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A preliminary plat application has been submitted by J & H Investments, LLC, on behalf of the property owner, TC Accomodator 115, LLC, for approximately 25.82 acres currently described as Lot 2, Lakeview South II Replat 6 and S 1551.37 FT of Tax Lot 4, 23-14-11. The property is generally located on the northwest of 145<sup>th</sup> Street and Meadows Blvd.

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

The Planning Commission held a meeting on February 16, 2017, and unanimously recommended approval of the preliminary plat contingent on the approval of the amendment to the Zoning Map (rezoning) request listed on the agenda and the finalization of storm water and traffic issues prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

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

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

WHEREAS, the applicant, J & H Investments, LLC, on behalf of the owners of the above described piece of property, have made application for approval of a preliminary plat for Lot 2, Lakeview South II Replat 6, and S 1551.37 FT of Tax Lot 4, in Section 23, T14N, R11E; and

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

WHEREAS, on February 16, 2017, the La Vista Planning Commission reviewed the preliminary plat and recommended approval.

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

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

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CASE NUMBER: 2016-SUB-12

For Hearing of: April 4, 2017  
Report Prepared on: March 30, 2017

**I. GENERAL INFORMATION**

**A. APPLICANT:**

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

**B. PROPERTY OWNER:**

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

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

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

**E. REQUESTED ACTION(S):**

1. Preliminary Plat for Heimes.

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

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

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

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

**II. BACKGROUND INFORMATION**

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

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

1. North: C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District) and a Planned Unit Development (PUD) Overlay District; Vacant

2. **East:** Lakeview South II; I-1 Light Industrial and I-2 Heavy Industrial with a Gateway Corridor Overlay (Overlay District); Various Industrial uses.
3. **South:** Lakeview South; IL Light Industrial (Sarpy County); Various Industrial uses.
4. **West:** Chalco Hills Recreation Area; AG Agricultural (Sarpy County); Dam site

**C. RELEVANT CASE HISTORY:**

1. A zoning map amendment (rezoning) was approved on March 21, 2017 to rezone the subject lots to the current zoning listed within this report.

**D. APPLICABLE REGULATIONS:**

1. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial District
2. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
3. Section 3.03 of the Subdivision Regulations – Preliminary Plat Specifications

**III. ANALYSIS**

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

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

**C. TRAFFIC AND ACCESS:**

1. The proposed preliminary plat designates an access point to 145<sup>th</sup> Street through the existing Lot 2 Lakeview South II Replat 6. Additionally, Lot 3 will be allowed to access Meadows Blvd. along the southern edge of the plat.
2. The trip generation statement from FHU indicates that peak hour volumes for both AM and PM will exceed 100 vehicles per hour. Therefore, it will be necessary to do a traffic impact study. This is based on following the criteria used by the City of Omaha for determining when such a study is required. In this case, the study needs to address the signalized intersection of Hwy 50 and Meadows Blvd. The study years should be 2019, 2025, and 2035 to be consistent with the study done for Woodhouse Place. The background year will be 2016.

The traffic study will need to be reviewed and accepted by NDOR prior to this platting request going forward to City Council. Any improvements required to the intersection of Hwy. 50 and Meadows Blvd. will need to be provided by the applicant.

**D. UTILITIES:**

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

**IV. REVIEW COMMENTS:**

1. The applicant, J & H Investments LLC, has submitted a request for a preliminary plat to allow division of two lots into five for the purpose of development. Portions of the two subject lots will be dedicated to right-of-way to allow for the construction of a cul-de-sac for vehicular access to 145<sup>th</sup> Street for three of the proposed lots.
2. The City Engineer has reviewed and approved of the revised drainage study for this project.
3. The Papio-Missouri River Natural Resources District has reviewed the documents supplied by the applicant as the subject property abuts the Wehrspann Lake Dam Site which is maintained by the PMRNRD. The PMRNRD has noted concerns regarding the impact of potential drainage directed toward the auxiliary spillway. A copy of the revised study has been provided to PMRNRD for their review and comment. Applicant will need to achieve PMRNRD concurrence regarding the study prior to Final Plat review by City Council.

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

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

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

The Planning Commission held a public hearing on February 16, 2017 and unanimously voted to recommend approval of the Preliminary Plat, contingent on the approval of the amendment to the Zoning Map (Rezoning), as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

**VII. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Staff Review Letters
3. Applicant Response Letter
4. Preliminary Plat Maps

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

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

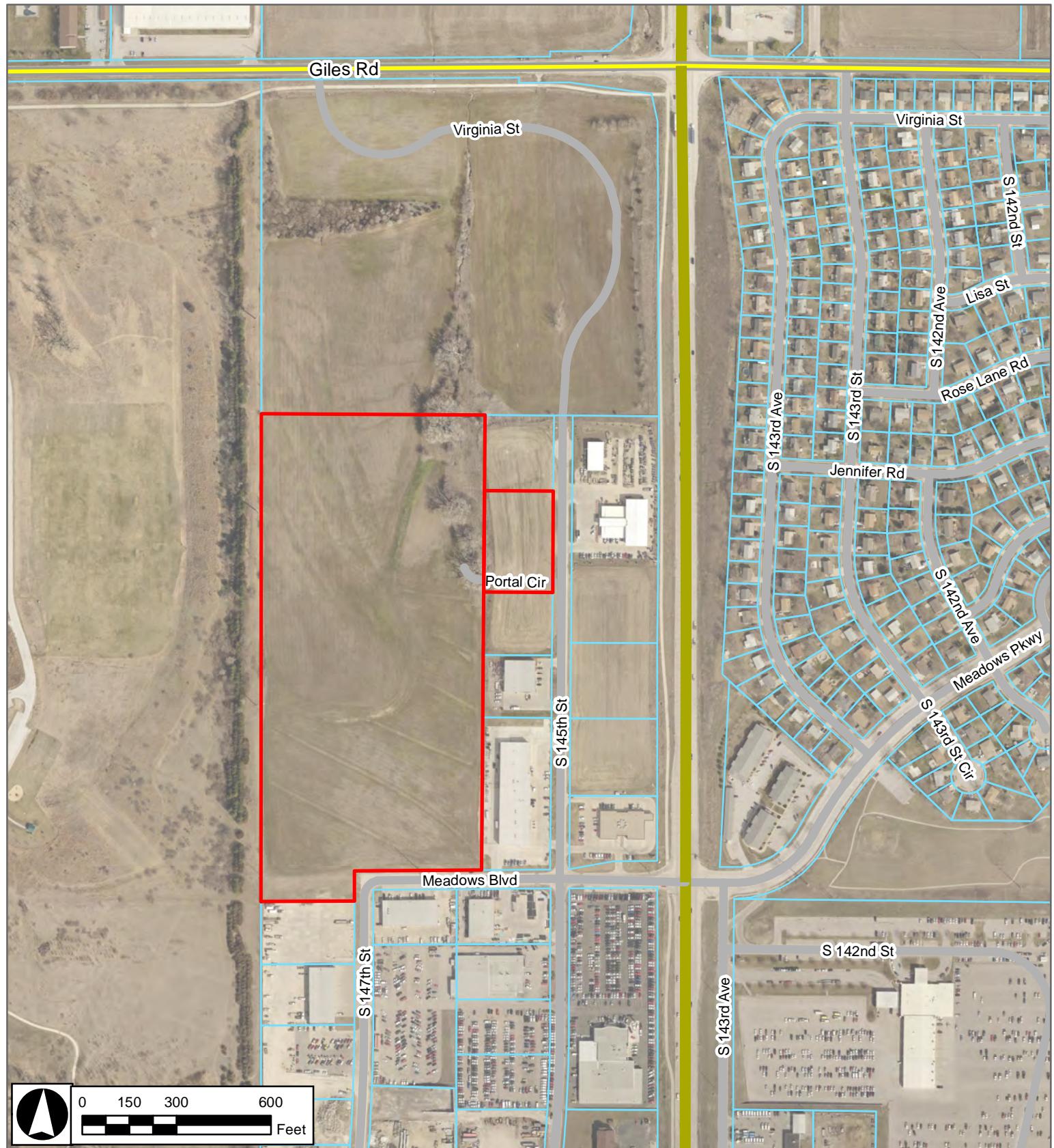
Prepared by:



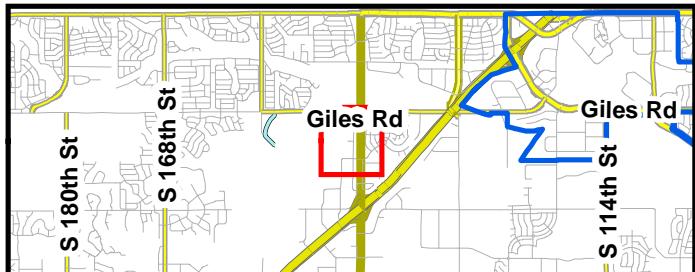
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Community Development Director

Date



## Project Vicinity Map



**Heimes Lots 1-5**

2-7-2017

JMC





October 27, 2016

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

RE: Preliminary Plat Application – Initial Review  
Heimes

Mr. Kellner,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the Preliminary Plat, the City has the following comments:

Preliminary Plat

1. The graphic scale shown on the plat appears to be incorrect. It is labelled as 60 scale but it appears the drawing is 100 scale.
2. The preliminary plat should be sent to the Papio-Missouri River Natural Resources District for review and comment since it abuts the Wehrspann Lake Dam Site which is maintained by the PMRNRD.
3. Under the title on the plat there appears to be an extraneous note "Lot 1, Lakeview South II Replat Five" that needs to be removed just to avoid confusion.
4. In regards to the proposed cul-de-sac, a street name needs to be assigned by City staff, in conjunction with Sarpy County GIS and Sarpy County 911. A determination will be forwarded upon the finalization of a name. For compliance with Article 3.03.10 some additional notes concerning the proposed public street are needed to identify the thickness of the proposed pavement (9" required) and corner radii at 145<sup>th</sup> Street.
5. The water to serve this development needs to come from the Metropolitan Utilities District. This is required by Section 5.10 of the Subdivision Regulations since MUD is the only water utility authorized by the City.
6. A proposed storm sewer and water easement is shown on the preliminary plat to the north line of proposed Lot 1. The location of the drainage easement

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f: 402-331-0410

**Golf Course**  
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p: 402-339-9147

**Library**  
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f: 402-537-3902

**Police**  
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**Public Works**  
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f: 402-331-0299

that continues to the north in the Woodhouse Place preliminary plat needs to be shown to illustrate coordination. There also needs to be explanation for calling this a water easement since the Woodhouse Place preliminary plat does not identify a water easement, just a storm sewer easement. The easements will need to be granted to the entity that will be responsible for operation and maintenance of the improvements. This can be resolved as part of the final plat and subdivision agreement process.

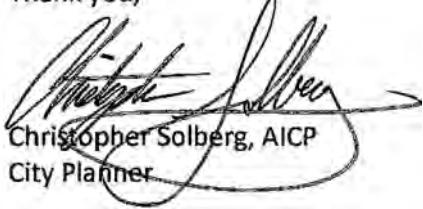
7. In accordance with Article 3.03.15 of the Subdivision Regulations itemized cost estimates for public improvements need to be submitted including proposed sources of funding. The proposed cul-de-sac lies largely within property situated in SID 48. Is it proposed that SID 48 will build and maintain the road? The proposed sanitary sewer connects to an existing sanitary sewer in 145<sup>th</sup> Street that drains to an existing lift station. It is unknown if the lift station has adequate capacity to serve this development. Staff recommends that this applicant coordinate with the Woodhouse Place developer that is platting the property to the north, whom is currently proposing to construct an outfall sanitary sewer that would provide gravity service to the Sarpy County Industrial Sewer. Tract sewer connection fees will be collected on this property and remitted to Sarpy County.
8. For compliance with Article 3.03.16 of the Subdivision Regulations, a conceptual erosion control plan is required. This needs to indicate whether each lot is going to be required to obtain its own grading and erosion control permit or whether the existing grading permit will be modified for each lot as they are developed.
9. In regards to Article 3.03.19, the applicant needs to provide a statement as to the maximum expected peak hour traffic from proposed Lots 1, 2 and 3 using trip generation rates for light industrial development based on the Trip Generation manual published by the Institute of Transportation Engineers. The results of that peak hour estimation will determine whether any additional traffic impact study is required.
10. The drainage study needs to include additional information. The boundary of the total drainage area to Impact Pt. 7 needs to be illustrated. Major storm drainage calculations are needed to identify that 100-year peak flows can be contained within the right of way of the proposed cul-de-sac street and within the width of the proposed storm sewer easement on Lot 1. The plan also needs to include notations as to how compliance with the requirements for no increase in 2-year peak flows above existing conditions, 10-year peak flows not exceeding 125% of existing condition peak flows and water quality treatment for the first half-inch of runoff will be provided.

11. The existing grading permit will need to be modified to include the proposed Lot 4 and/or the proposed cul-de-sac when installation of the improvements is undertaken.
12. The property is zoned I-1 Light Industrial. Please note the allowed uses within that zoning jurisdiction and that no outdoor storage is permitted.

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

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

Thank you,



Christopher Solberg, AICP  
City Planner

Attachment

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

December 27, 2016

Chris Solberg  
City Planner  
City of La Vista  
8116 Park View Boulevard  
La Vista, Nebraska 68128

RE: Preliminary Plat Application – Initial Review  
Heimes  
TD2 File No. 1642-108.2

Mr. Solberg:

The attached documents have been created in response to the initial review dated October 27, 2016. From the comments:

- 1) The Scale has been corrected.
- 2) The plans have been sent to Amanda Grint with the Papio NRD for review and comment.
- 3) The note has been removed.
- 4) Paving thickness has been added on the legend, and the radii have been added as well.
- 5) A note has been added that MUD water will be serving the subdivision.
- 6) The easement information has been updated.
- 7) A cost sheet has been prepared and is attached.
- 8) A note stating that each lot will be required to get its own grading permit.
- 9) A trip generation report was generated by FHU and is attached.
- 10) The drainage study was updated to show impact points for both the 10 and 100 year storms. The calculations showing that 145<sup>th</sup> Street can handle the flows have also been attached. A note was included to list the requirements for stormwater requirements.
- 11) Before improvements are planned, a grading permit modification will be submitted.
- 12) The new proposed zoning is I2 per the sheet.

I have included 4 copies, along with electronic copies for your review.

Respectfully Submitted,



Benjamin Drews, EI  
THOMPSON, DREESSEN, & DORNER, INC.

BSD/tjp

Attachments



January 13, 2017

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

RE: Revised Preliminary Plat & Rezoning Application  
Heimes  
City Engineer Second Review

Mr. Heimes,

City staff have reviewed the application that was received for with a revised preliminary plat called Heimes and associated request for rezoning in a transmittal dated December 29, 2016. Based on the requirements for a preliminary plat in the City of La Vista Subdivision Regulations and considerations for rezoning, City staff have provided following comments:

General:

1. The preliminary plat and rezoning documents have been sent to the Papio-Missouri River Natural Resources District for review and comment as the subject property abuts the Wehrspann Lake Dam Site which is maintained by the PMRNRD. Additional commentary may be provided based on the results of their review.

Preliminary Plat:

2. In regards to the proposed cul-de-sac, please label the street name as Portal Circle.
3. The water to serve this development needs to come from the Metropolitan Utilities District and a notation to that effect has been added to the plat.
4. In accordance with Article 3.03.15 of the Subdivision Regulations itemized cost estimates for public improvements need to be submitted including proposed sources of funding. The proposed cul-de-sac lies largely within property situated in SID 48. Is it proposed that SID 48 will build and maintain the road? The proposed sanitary sewer connects to an existing sanitary sewer in 145<sup>th</sup> Street that drains to an existing lift station. The preliminary needs to indicate if the intent is to remove the lift station which is implied by Note 8 on the revised preliminary plat. Tract sewer connection fees will be collected on this

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property and remitted to Sarpy County. This will include \$5,500 at time of platting which will be remitted entirely to Sarpy County. Then, at building permit time, the tract connection fee of \$6,690 per acre will be collected from which \$5,500 will be sent to Sarpy County and the remainder will be retained by the City. The fee collected at time of building permit is subject to change on January 1<sup>st</sup> of each year.

5. Existing culverts under Giles Road may have capacity limitations in regards to storm water runoff that require detention in addition to the City's standard requirements. The City has requested information from Sarpy County on the culvert capacities under Giles Road and will pass that information along to the applicant to address this limitation. In addition, water quality from proposed public streets will need to be addressed in the drainage study.
6. The boundary of the drainage area and the design flow to Impact Pt. 5 will need to be clarified at the time the public improvement plans are prepared and submitted for review.
7. The existing grading permit will need to be modified to include the proposed cul-de-sac when installation of the improvements is undertaken.

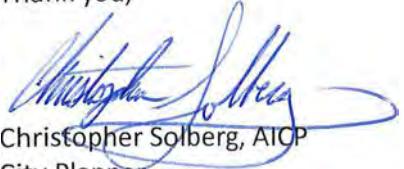
Rezoning:

8. In regards to Article 3.03.19 and relative to the rezoning request, the applicant needs to provide a statement as to the maximum expected peak hour traffic from proposed Lots 1, 2 3, and 4 using trip generation rates for industrial development consistent with the proposed I-2 Heavy Industrial zoning based on the Trip Generation manual published by the Institute of Transportation Engineers. The results of that peak hour estimation will determine whether any additional traffic impact study is required.
9. Lots abutting the west side of S. 145<sup>th</sup> Street should retain the Gateway Corridor Overlay that currently exists over these lots. The exhibits that note the change in the zoning should be amended to include the Gateway Corridor Overlay in addition to the proposed I-2 Heavy Industrial zoning.

In order for the Preliminary Plat and Rezoning to be considered for review at the February 16, 2017 Planning Commission meeting, revised plat documents will need to be provided for further review. Please submit 4 full size copies (along with electronic copies) of the revised documents by January 23, 2017 to ensure that the application stays on track for the review by Planning Commission.

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

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg".

Christopher Solberg, AICP  
City Planner

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

January 23, 2017

Chris Solberg  
City Planner  
City of La Vista  
8116 Park View Boulevard  
La Vista, Nebraska 68128

RE: Preliminary Plat Application – Second Review  
Heimes  
TD2 File No. 1642-108.3

Mr. Solberg:

The attached documents have been created in response to the second review dated January 13, 2017. From the comments:

- 1) Once comments have been received from the Papio-Missouri River Natural Resources District adjustments will be made as required.
- 2) The cul-de-sac has been labelled Portal Circle.
- 3) Metropolitan Utilities District will provide water to the site.
- 4) A cost sheet has been added. The developer is currently in negotiations with Sarpy County for road maintenance. The developer will work with SID 48 and Woodhouse Place to remove the lift station. The 24.02 AC of the new plat have been accounted for in the cost sheet, but the updated cost for the building permit Tract Fee has been included.
- 5) We have proposed to use a hood on the inlet #2 to treat the water from the cul-de-sac.
- 6) We will include the boundary with public improvement plans.
- 7) The grading permit will be modified when the installation of improvements is planned.
- 8) An updated traffic study using Heavy industrial has been included.
- 9) The proposed zoning including Gateway Corridor Overlay has been updated as well.

I have included 4 copies, along with electronic copies for your review.

Respectfully Submitted,

  
Benjamin Drews, EI  
THOMPSON, DREESSEN, & DORNER, INC.

BSD/tjp

Attachments



February 2, 2017

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

RE: Revised Preliminary Plat & Rezoning Application  
Heimes  
Third Review

Mr. Heimes,

City staff have reviewed the application that was received for with a revised preliminary plat called Heimes and associated request for rezoning in a transmittal dated January 24, 2017. Based on the requirements for a preliminary plat in the City of La Vista Subdivision Regulations and considerations for rezoning, City staff have provided following comments:

Preliminary Plat:

1. The trip generation statement from FHU indicates that peak hour volumes for both AM and PM will exceed 100 vehicles per hour. Therefore, it will be necessary to do a traffic impact study. This is based on following the criteria used by the City of Omaha for determining when such a study is required. In this case, the study needs to address the signalized intersection of Hwy 50 and Meadows Blvd. The study years should be 2019, 2025, and 2035 to be consistent with the study done for Woodhouse Place. The background year will be 2016. A copy of the Woodhouse Traffic study will be provided to the engineer of record for background information on which to develop the study. The traffic study should be reviewed and accepted by NDOR prior to this platting request going forward to City Council. Any improvements required to the intersection of Hwy. 50 and Meadows Blvd. will need to be provided by the applicant.
2. Additional information is needed in the drainage study. This will include the peak flows to be discharged at the boundary between Heimes and Woodhouse Place plats for existing and developed conditions for 2, 10, 50 and 100 year events. There will need to be a joint effort with the Woodhouse Place engineers to show accumulated flows to the existing culverts under Giles Road. The basis for treatment for water quality from the proposed Portal Circle pavement needs to be identified. The City Engineer has arranged for a meeting with the engineers for Heimes and Woodhouse Place to discuss the

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

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

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

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

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

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

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

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

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

drainage studies. The resulting drainage study should be reviewed and accepted by the City and Sarpy County prior to this platting request going forward to City Council.

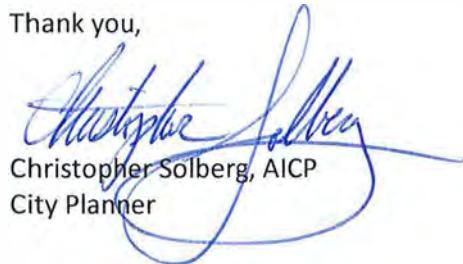
3. The Papio-Missouri River Natural Resources District have reviewed the preliminary plat and rezoning documents as the subject property abuts the Wehrspann Lake Dam Site which is maintained by the PMRNRD. The PMRNRD has noted concerns regarding the impact of potential drainage directed toward the auxiliary spillway. Once the drainage study has been revised as noted in #2 above, a copy of the revised study needs to be provided to PMRNRD for their review and comment.

In order for the Conditional use Permit to be considered for review at the February 16th Planning Commission meeting, revised documents will need to be provided for the Planning Commission packets. Please submit 14 ledger size (11"x17") copies (along with electronic copies) of the required documents by noon on February 8, 2017 to ensure that the application stays on track for the review by the Planning Commission.

If the revised documents have been resubmitted on time, the application will be on the February Planning Commission agenda. The Planning Commission will meet at 7:00pm on February 16, 2017. Please have someone in attendance with a presentation prepared for the Commission.

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

Thank you,



Christopher Solberg, AICP  
City Planner

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

March 6, 2017

Chris Solberg  
City Planner  
City of La Vista  
8116 Park View Boulevard  
La Vista, Nebraska 68128

RE: Preliminary Plat Application – Second Review  
Heimes  
TD2 File No. 1642-108.4

Mr. Solberg:

The attached documents have been created in response to the second review dated February 2, 2017. From the comments:

- 1) A traffic study has been prepared and submitted.
- 2) We are still coordinating with LRA and the Woodhouse Place project in regards to flow rates on the site. Once we have them, they will be submitted to the city for review.

I have included 3 copies of the draft traffic study for your review.

Respectfully Submitted,



Benjamin Drews, EI  
THOMPSON, DREESSEN, & DORNER, INC.

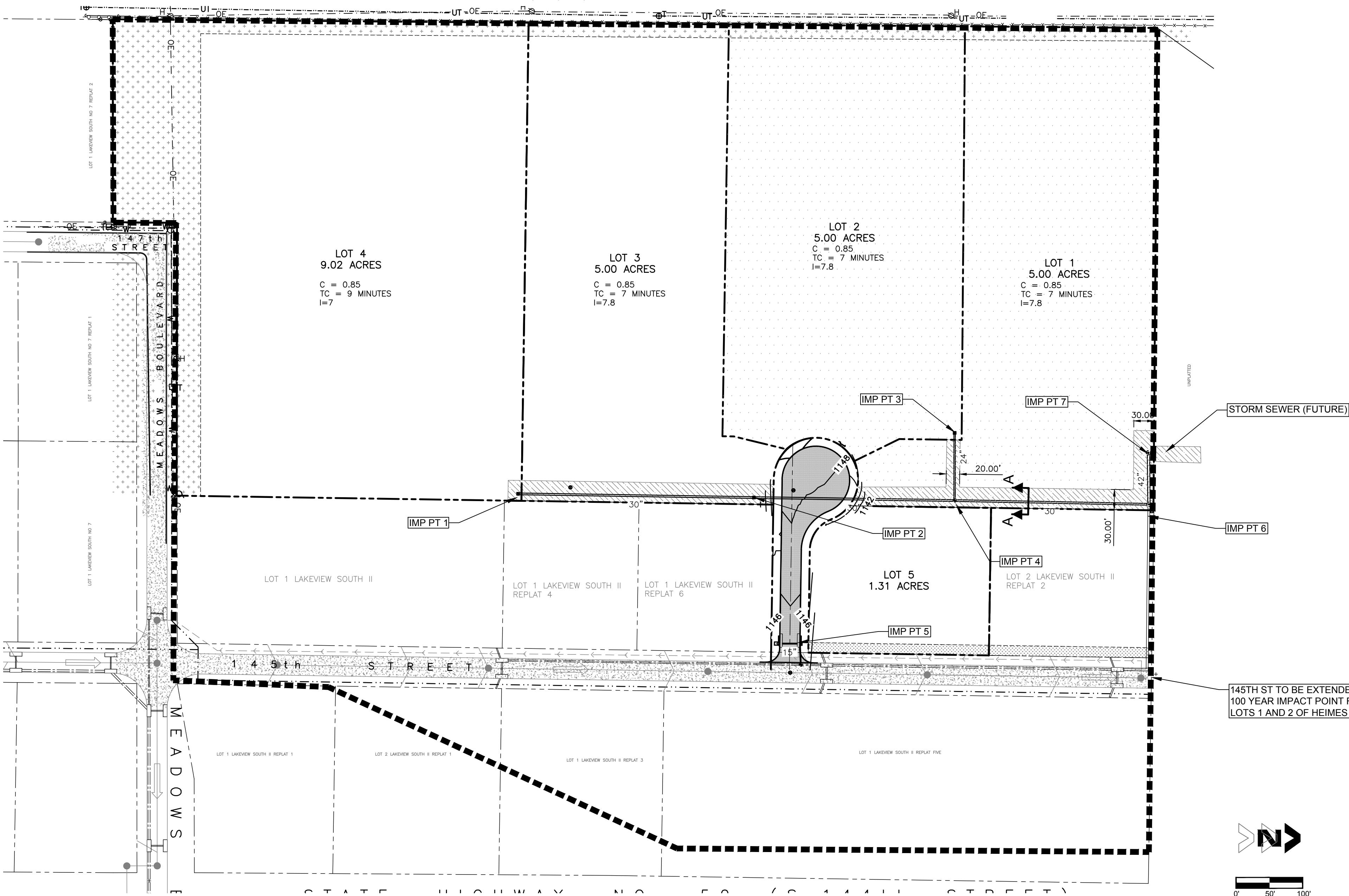
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Attachments

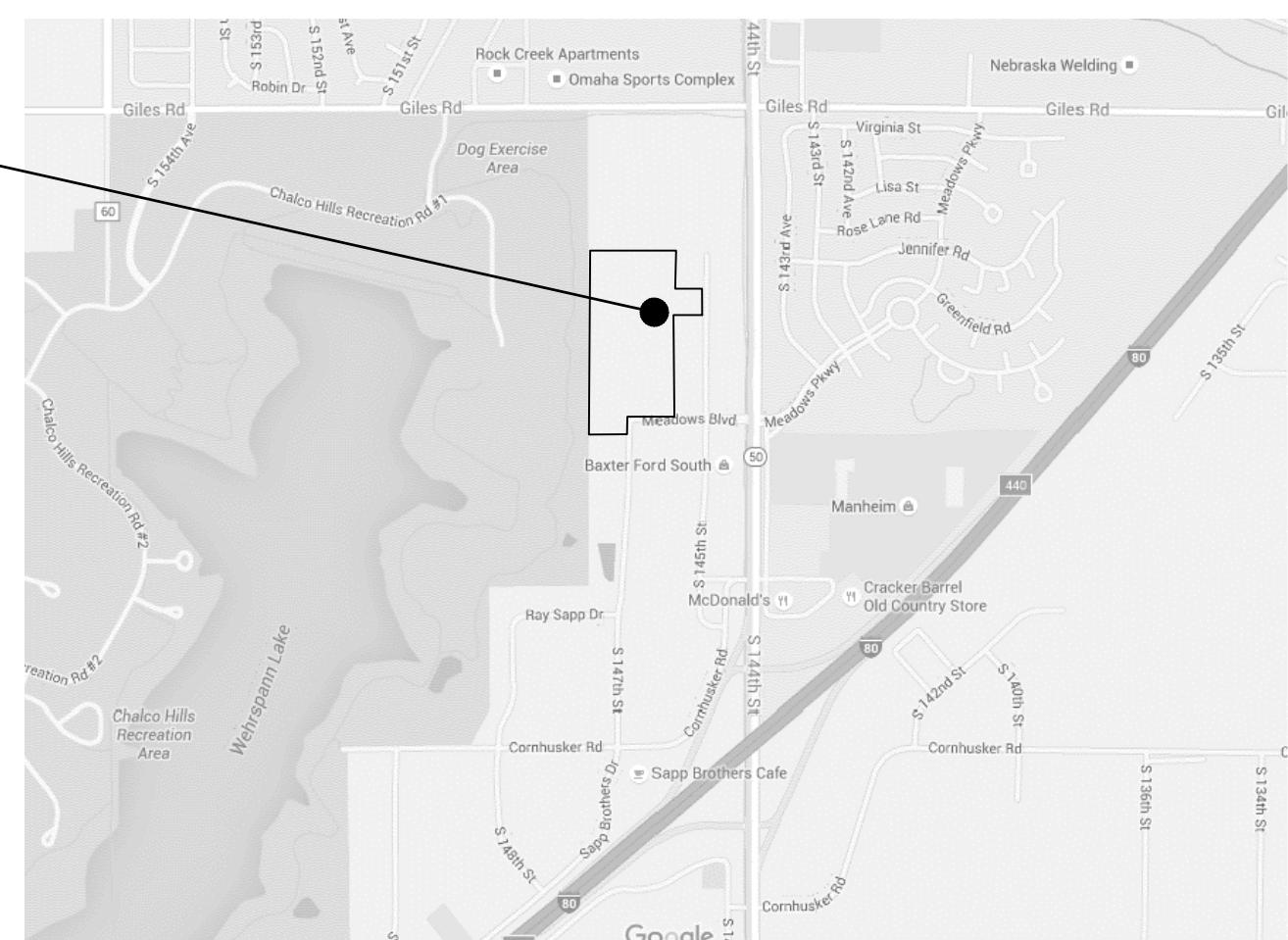


# HEIMES

LOTS 1, 2, 3, 4 AND 5



PROJECT  
LOCATION



VICINITY MAP



thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 www.td2co.com

Project Name

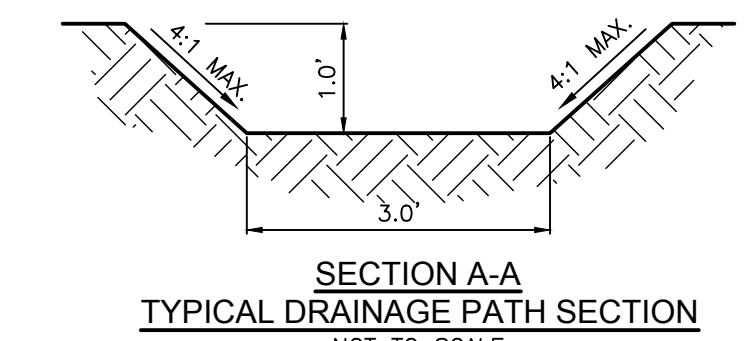
HEIMES LOTS  
1-5

Client Name  
Heimes Corp.

Professional Seal

## LEGEND

	IMPACT POINT 7 DRAINAGE BOUNDARY FOR 100 YEAR STORM
	IMPACT POINT 7 DRAINAGE BOUNDARY FOR 100 YEAR STORM



STORM DRAINAGE SYSTEM DESIGN BY THE RATIONAL METHOD		Consulting Engineers & Land Surveyors Omaha, NE 68154 (402)330-8860		Date: Checked By	Final Design		Project No. Design Storm: 10 yr.																							
Imp Pt. No.	Location	Conveyance		Direct Runoff		Travel Time (System Design)		Total Runoff																						
		From	To	W.S. or No.	O.F.L. ft.	W.C. Type *	S %	V fps	Ti min	i in/hr	A Ac.	C	Conv Sys	Slope	q cfs	No.	Size in	des %	V des. fps	Cap. (all.) cfs	Lgth ft.	t min	TOC min	i	Comp. C	Total A Ac.	Des. Q cfs	Remarks		
1	Lot 4	1	2	1	800	BG	2	1.5	8.89	7	9.02	0.85	53.7	1	30	1.70	4.00	16.8	82,242	350	0.35	8.89	7	0.85	9	53.6	Lot 4			
2	Lot 3	2	4	2	600	BG	2	1.4	7.14	7.8	5	0.85	33.2	2	30	0.53	5.00	18.7	91.95	300	0.27	9.24	7	0.85	5	29.8	Lot 3			
3	Lot 2	3	4	4	600	BG	2.5	1.45	6.9	7.8	5	0.85	33.2	4	24	2.15	4.00	14.4	45,356	108	0.12	6.9	7.8	0.85	5	33.2	Lot 2			
4		4	5	5	di						0	3	30	7.60				7.00	22.2	108.8	290	0.22	9.58	7	0.85	19	113	Lots 2, 3 and 4		
5	Cul De Sac	2	3	2	200	SG	1.5	2.9	1.15	8.8	0.34	0.95	2.84	3	12	0.64				5.00	10.2	7,9844	169	0.28	5	8.8	0.95	0.34	2.84	Cul De Sac
6	Existing Flow																									86 Existing 145TH street				
																										199 APPROXIMATE FLOW FROM 145TH STREET				

Imp Pt. No.	BY THE RATIONAL METHOD		Omaha, NE 68154		(402)330-8860		Checked By		Design Storm: 100 yr.																		
	Location	Conveyance	Direct Runoff	Travel Time (System Design)	Total Runoff	Conv Sys	Slope	q cfs	No.	Size in	des %	V des. fps	Cap. (all.) cfs	Lgth ft.	t min	TOC min	i	Comp. C	Total A Ac.	Des. Q cfs	Remarks						
1	Lot 4	1	2	1	800	BG	2	1.5	8.89	9.8	9.02	0.85	75.14	1	30	3.34	4.00	16.75	82.2	350	0.35	8.89	9.8	0.85	9	74.97	Lot 4
2	Lot 3	2	4	2	600	BG	2	1.4	7.143	11	5	0.85	46.75	2	30	1.03	5.00	18.73	91.9	300	0.27	9.24	9.8	0.85	5	41.65	Lot 3
3	Lot 2	3	4	4	600	BG	2.5	1.45	6.897	11	5	0.85	46.75	3	24	4.27	4.00	14.44	45.4	108	0.12	6.9	11	0.85	5	46.75	Lot 2
4		4	5	5	di					0	3	30	0.53				7.00	22.16	109	290	0.22	6.9	11	0.85	5	29.9	Overland Flow at Imp Pt 2
5	Cul De Sac	2	3	2	200	SG	1.5	2.9	1.149	12.2	0.34	0.95	3.941	3	12	64.55	5.00	10.17	7.98	169	0.28	5	12.2	0.95	0.3	28.61	Cul De Sac + Lot 4 + Lot 3 - Capacity of Imp. Pt 2
6	Existing Flow																									123 Existing 145TH street	
																										65.61 Cul De Sac + Lot 4 + lot 3 runoff + 145th Flow - Capacity	

Revision Dates		
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ITEM E

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 4, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONSTRUCTION PHASE ENGINEERING		
AMENDMENT NO. 1	◆ RESOLUTION	JOHN KOTTMANN
PHASE 1 GRADING	ORDINANCE	CITY ENGINEER
GOLF COURSE TRANSFORMATION	RECEIVE/FILE	

**SYNOPSIS**

A resolution has been prepared authorizing Amendment No. 1 to a Professional Services Agreement on behalf of the City of La Vista with Thompson, Dreessen & Dorner, Inc. (TD2) to provide construction phase engineering services related to the grading contract. The services will also include coordination with other design teams and contractors, erosion control observations, and record drawings. This is part of the project designated as CIP Project No. PWP-17-009. Amendment No. 1 establishes a not-to-exceed fee of \$173,000.00 for these additional services.

**FISCAL IMPACT**

The Capital Improvement Program in the FY 17 Budget provides funding for the Golf Course Transformation. This agreement would be one of the services contained within that funding.

**RECOMMENDATION**

Approval

**BACKGROUND**

The City Council authorized an agreement with TD2 for the design phase services on September 20, 2016 for the Golf Course Transformation-Phase 1 Grading Plans. Their history of work on this site and since they prepared the construction plans makes it prudent for TD2 to provide the construction phase services.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH THOMPSON, DREESSEN & DORNER, INC., OMAHA, NEBRASKA, ESTABLISHING AN AMOUNT NOT TO EXCEED \$173,000.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined civil and geotechnical engineering services to prepare plans and specifications for Phase I of the Golf Course Transformation project are necessary; and

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that construction phase engineering services related to the grading contract are also necessary and these services will include coordination with other design teams and contractors, erosion control observations, and record drawings; and

WHEREAS, the FY 17 Capital Improvement Program provides funding for the Golf Course Transformation; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve Amendment No. 1 to the agreement for professional services with Thompson, Dreessen, & Dorner, Inc., Omaha Nebraska, establishing an amount not to exceed \$173,000.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 4, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS – STREETSCAPE PLAN	◆RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

#### **SYNOPSIS**

A resolution has been prepared authorizing the advertisement of a Request for Proposals (RFP) for the preparation of a Streetscape Plan for 84<sup>th</sup> Street.

#### **FISCAL IMPACT**

The FY 16/17 Budget provides funding for this project as part of the 84<sup>th</sup> St. Public Improvements Redevelopment Project. The project will carry over to the next fiscal year and will require funding under the same budget item in the FY 17/18 budget.

#### **RECOMMENDATION**

Approval.

#### **BACKGROUND**

In 2010, the City completed A Vision Plan for 84<sup>th</sup> Street (Vision 84), which included an extensive public process and the adoption of a master plan identifying the vision for 84<sup>th</sup> Street as the creation of a downtown for the community. *“The 84<sup>th</sup> Street corridor will be the central city core, with a memorable and distinct identity, a vibrant mix of land uses, a sense of community and a high quality of life for residents.”*

The Vision 84 plan called for “Unique streetscape enhancements along 84th Street” as one of the goals of the master plan. To complete these enhancements, a streetscape plan needs to be drafted.

The City is requesting proposals from qualified consultants who can assist in completing design services for landscape and streetscape improvements along the 84th Street corridor. The project area includes all public right-of-way along 84th Street between Harrison Street and Giles Road (see Exhibit 1 in the RFP), the approaches to 84th Street from Harrison Street and Giles Road, as well as Park View Blvd. from 84th Street to Lillian Ave and Brentwood Drive, from 84th Street to S 87th Street.

The proposed schedule for the RFP and consultant selection process is the following:

Release Request for Proposal:	April 5, 2017
Publication of RFP:	April 12, 2017
Proposal Responses Due:	May 1, 2017
Finalists Notified:	May 11, 2017
Interviews / Reference Checks Completed:	May 15-19, 2017
Final Selection:	June 6, 2017
Contract Awarded:	June 20, 2017
Work Begins:	June 27, 2017

C:\Users\Csolberg\Desktop\Streetscape Plan\Blue Letter - Streetscape Plan.Docx

**RESOLUTION NO. 17-**\_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,  
NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR PREPARATION OF A  
STREETSCAPE PLAN FOR 84<sup>TH</sup> STREET.

WHEREAS, the City wishes to contract for consulting services to prepare a Streetscape Plan for 84<sup>th</sup> Street; and

WHEREAS, the City has prepared a Request for Proposals (RFP) and draft Scope of Work for these services.

NOW, THEREFORE BE IT RESOLVED, that the City of La Vista hereby authorizes the advertisement of bids for the preparation of a Streetscape Plan for 84<sup>th</sup> Street with a Request for Proposals (RFP) and draft Scope of Work prepared by City staff, which copies of said RFP may be obtained from the City Clerk and said proposals are to be submitted by 12:00 p.m. (Noon) at La Vista City Hall, 8116 Park View Blvd., La Vista, Nebraska on May 1, 2017.

Advertise for Bids April 12, 2017

Proposals Due May 1, 2017

Tentative Award Date June 6, 2017

PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF APRIL, 2017.

## CITY OF LA VISTA

---

Douglas Kindig, Mayor

**ATTEST:**

---

Pamela A. Buethe, CMC  
City Clerk

## REQUEST FOR PROPOSALS

### Streetscape 84 A Streetscape Plan for 84<sup>th</sup> Street City of La Vista, Nebraska

#### Purpose

The City of La Vista, Nebraska is seeking proposals for an 84<sup>th</sup> Street Streetscape Plan from firms that are interested, experienced, and knowledgeable in preparing streetscape plans and planning related documents.

#### Section 1: Background

##### About La Vista

The City of La Vista is situated southwest of the Omaha metropolitan area. The youngest city in Nebraska, La Vista is one of the fastest growing communities in the state. The City enjoys access from Interstate 80 and borders Omaha, Bellevue, Papillion, and Ralston. As of 2015, the city is home to nearly 17,000 residents. La Vista's commercial areas are developing quickly in the western portion of the city with nationally recognized companies such as PayPal, Cabela's, Costco and the John Q. Hammons Embassy Suites and Marriott Courtyard Hotels and adjoining La Vista Conference Center.

##### Project History

In 2010, the City completed A Vision Plan for 84<sup>th</sup> Street (Vision 84), which included an extensive public process and the adoption of a master plan identifying the vision for 84<sup>th</sup> Street as the creation of a downtown for the community. *“The 84<sup>th</sup> Street corridor will be the central city core, with a memorable and distinct identity, a vibrant mix of land uses, a sense of community and a high quality of life for residents.”*

In 2012, the City completed the Civic Center Park Master Plan. This Plan was developed as a result of the recommendation in the Vision 84 plan to transform the existing golf course into La Vista Civic Center Park, a signature recreational area for the community. The park will provide a venue for a variety of community and leisure time activities and connect the proposed City Center development (see below) on the south with the existing City Hall campus on the north, creating a new downtown for La Vista. The Master Park Plan calls for enlargement of the existing lake and potential amenities including but not limited to a boat house, pavilion, amphitheater, trails, improvements to Central Park and connections to 72<sup>nd</sup> Street and the site of the existing city pool.

In 2016, the City approved the City Centre Redevelopment Contract, an agreement between the City and La Vista City Centre LLC to redevelop a

portion of the 84<sup>th</sup> Street Corridor south of the golf course site into a mixed use city center, creating a downtown for La Vista.

## **Section 2: Objectives**

The City is requesting proposals from qualified consultants who can assist in completing design services for landscape and streetscape improvements along the 84<sup>th</sup> Street corridor. The project area includes all public right-of-way along 84<sup>th</sup> Street between Harrison Street and Giles Road (see Exhibit 1), the approaches to 84<sup>th</sup> Street from Harrison Street and Giles Road, as well as Park View Blvd. from 84<sup>th</sup> Street to Lillian Ave and Brentwood Drive, from 84<sup>th</sup> Street to S 87<sup>th</sup> Street. Improvements shall include, but are not limited to:

- Median and parkway landscape and irrigation improvements, including plant palette;
- Street furnishing (e.g., bike racks, trash receptacles, tree grates, street furniture, and etc.);
- Cross walk improvements;
- Pedestrian-scale lighting;
- Wayfinding and identity signage;
- City gateway monuments/identification;
- Water quality features to address runoff from right-of-way
- Future mass transit accommodations; and
- Conceptual design of an iconic bridge-like structure over the proposed pedestrian underpass as mentioned in the Vision 84 plan.
  - The underpass is likely to be a culvert style structure, rather than an actual bridge. However, the area on 84<sup>th</sup> Street above the underpass is intended to be designed to be bridge-like to provide an iconic gateway for the community.
  - Design of this feature is expected to be conceptual, to tie it in to the surrounding streetscape. It would not be included in the final construction plan set.

The recommended improvements should enhance the visual quality and appearance of the streetscape and contribute to the aesthetic feel of the street environment for both pedestrians and drivers. The streetscape improvements will also emphasize the 84<sup>th</sup> Street Corridor as one of the main gateways into La Vista, therefore design concepts should establish a sense of arrival and identity. The improvements should address but not be limited to the following 84<sup>th</sup> Street issues: A lack of street furniture, median turf inconsistent with sporadic plantings, no street tree consistency with planting rhythm and species, crosswalks that are not clearly defined, weathered city signage that lacks identity and wayfinding. A streetscape guideline for the La Vista City Centre development was included in the redevelopment contract as an exhibit. Selected consultant(s) may use the draft La Vista City Centre Streetscape Guidelines for context and background information.

Consultants are to prepare an existing conditions survey and mapping, three illustrative streetscape alternative plans, preliminary and final cost estimates, and final design and construction plans that would be suitable for soliciting formal bids from contractors.

An asphalt overlay of 84<sup>th</sup> Street is planned for construction in 2018 or 2019. The resurfacing project will include curb ramp modifications to meet ADA requirements. The existing intersection of 84<sup>th</sup> Street and Summer Drive will be relocated approximately 275 feet to the south of its current location and become 84<sup>th</sup> Street and City Centre Drive. Additionally, there will be a new right-in right-out access to the new City Centre development.

### **Section 3: Qualifications**

The City is soliciting consulting firms that have streetscape design experience and expertise. There are five primary areas of consideration:

1. *Process*: Expertise in setting up and managing the overall structure of the project.
2. *Content*: A streetscape plan that will be bold and imaginative, but based on a format that is well thought out, carefully researched, and shows an understanding of how public spaces are used.
3. *Outreach*: Effectively connecting with a wide range of community members and other stakeholders.
4. *Facilitation*: Making sure meetings run fairly and efficiently, and help to articulate the opinions of those unfamiliar with land use and government terminology.
5. *Planning*: Experience in comprehensive planning or related fields.

The City will establish a project page on the City's website for the 84<sup>th</sup> Street Streetscape project, which will be available at the following address:

**[www.cityoflavista.org/streetscape84](http://www.cityoflavista.org/streetscape84)**

### **Section 4: Resources Available**

The following resources are available on the City website ([www.cityoflavista.org](http://www.cityoflavista.org)); the link to the RFP includes access to each of these documents:

- A Vision Plan for 84<sup>th</sup> Street – (<http://www.cityoflavista.org/index.aspx?nid=704>)
- Civic Center Park Master Plan – (<http://www.cityoflavista.org/civicpark>)
- La Vista Zoning Ordinance – (<http://www.cityoflavista.org/index.aspx?NID=621>)
- La Vista City Centre Redevelopment Contract – (Available upon Request)

## Section 5: Scope of Work

The consultant is expected to develop a specific landscape/streetscape plan for the 84<sup>th</sup> Street corridor as described in Section 2 above. Project tasks shall include, as a minimum, the following:

1. **Existing Context Survey and Mapping.** The consultant shall survey and develop a spatially accurate and complete base map for the 84<sup>th</sup> Street corridor.

### Topographic Survey

- a. In general, the extent of this task will cover items to be included in a topographic survey for the project area. It is assumed the topographic survey will be in AutoCad format.
- b. Establish Horizontal and Vertical Control - The Horizontal and Vertical Coordinate System will match the existing coordinates for the City Centre development project.
- c. Property or Section Corners - Consultant will locate section corners and or property corners needed to illustrate right-of-way lines on the survey drawings. Platted information and/or survey pins from available public records will be used as well. Title searches are not required.
- d. Topographic Survey as required – The Consultant will perform a topographic survey of the public right of way shown within the project boundary illustrated on Exhibit 1. The limits of the survey shall cover the entire public right of way and extend 25 feet into properties abutting the public right of way. The data collection shall include all above ground visible improvements such as buildings, sidewalks, parking areas, retaining walls, signs and other items. Contours at one foot intervals based on North American Vertical Datum of 1988 will be shown. Spot elevations will be taken at appropriate locations to accurately define the site topography. The Consultant will contact the Nebraska One Call System to locate underground utilities. The utilities located as a result of such request will be shown on the survey and utility companies responding to the request will be noted. The Nebraska One Call System will not locate privately owned utilities. The survey shall show the location, cover elevation, and invert elevation of sanitary and storm sewers on or immediately adjacent to the surveyed property where evidence of sewers can be seen on the surface of the ground. Existing records will be used to determine pipe sizes and locations when there is no evidence of the sewers on the surface. Trees will be identified as being either deciduous or coniferous and the diameter of the trunk measure two feet above

ground will be shown.

- e. Download, Reduce Notes and Amend Topographic Map and electronic data - The Consultant will process survey data and produce drawing files in AutoCad, with deliverables in AutoCad and ArcGIS formats. Electronic data files shall be provided for the City's use on this project and subsequent projects. The format of the data, including breaklines, plot files, and other parameters for storing the data shall be specified by the City at the time of compiling the digital copies of the data.

#### Base Map

Consultant shall utilize the Topographic Survey to prepare a base map of existing conditions that will be utilized as a base for the concept plan development. This base map shall consist of, but is not limited to, the following items:

- Landscape/irrigation
- Street centerlines and driveway cut locations
- Pedestrian crosswalks, accessible ramp locations
- Property boundaries of all parcels along 84<sup>th</sup> Street project area.
- All underground utilities, above ground utility poles, light poles, overhead utility lines, manholes, storm inlets
- Visible utility-related appurtenances
- Curb, gutter and sidewalk features (and other pedestrian features), including sidewalk widths
- City monument signs
- Any physical features not mentioned above which might affect the flow of pedestrian or vehicular flow along 84<sup>th</sup> Street

The final base map will be presented with an aerial photo base.

2. **Meetings.** The consultant is expected to work closely with City staff and officials. This will involve meeting with various groups throughout the design of the project. It is expected that the consultant will conduct a minimum of eight (8) face-to-face meetings with City staff, officials, and other stakeholder groups during the course of this project. Meeting should include:

- "Kick off" meeting and 84<sup>th</sup> Street tour with City staff
- Meetings with citizens, business representatives, developers and other stakeholders as appropriate
- Working meetings to formulate designs
- Meeting to review draft plans
- Meeting to review all final deliverables

Consultants should recognize that 84<sup>th</sup> Street is classified as a state highway (Highway 85). Meetings with Nebraska Department of Roads (NDOR) will be required to clarify the limits of activity based on NDOR policies regarding improvements in highway right-of-way. Consultant will also assist the City with any permitting requirements through NDOR.

Other meetings, conference calls, and/or activities may be deemed necessary by City staff or the consultant, and shall be considered part of this proposal. Coordination with other outside agencies will be required.

Consultant will also prepare project updates for inclusion in the City's quarterly newsletter, CityWise, while the project is underway.

3. **Conceptual Illustrative Plan Alternatives.** The consultant shall prepare three conceptual illustrative plan alternatives for the 84<sup>th</sup> Street project area. The plan alternatives shall be designed based on the existing mapping, the Vision 84 Plan, the Civic Center Park Plan, the City Centre Redevelopment Contract, direction and input from City staff and officials, and input from stakeholders. Consultants shall also prepare preliminary costs estimates for each alternative. The cost estimates should have enough detail to enable City staff and officials to make informed decisions. The three alternatives and preliminary cost estimates will be presented to the community and the City Council. Photos or other renderings may be included with the plan alternative.
4. **Selection of Preferred Streetscape Plan.** After review of public comments and City Council direction on the three alternatives, the consultant shall revise and prepare a preferred conceptual streetscape plan. The consultant shall prepare updated preliminary cost estimates for this plan as well. Photos or other renderings must be included with the preferred plan.
5. **Final Design and Construction Plans.** Based on the preferred Streetscape Plan, the consultant shall prepare construction documents and specifications for bidding purposes. The plans shall include detailed specifications on the species of vegetation, space between plantings, size of vegetation, color, and other details. Streetscape elements (e.g., street furniture, bus bench, trash receptacles, bicycle racks, newspaper racks) shall be shown on the plans, and similar specifications shall be included in terms of size, location, color, and material. CAD drawings shall be prepared for the construction documents. Consultant shall also prepare final cost estimates to compare against submitted bids. Prior to final plans being complete, plans must be checked and approved by the City Engineer. .
6. **Deliverables.** Final deliverables shall include the following:

- Three sets of conceptual illustrative plans (include PDFs and boards at 36" x 48")
- Preferred conceptual illustrative plans (include PDFs and boards at 36" x 48")
- A Sketchup model of the proposed plans
- CAD drawings showing dimensions and locations of all street elements
- CAD detail drawings to be included in plans for 84<sup>th</sup> Street
- 3 print copies of specs and plans (full size plan sheets)
- Civil drawings and specifications for bidding purposes (30 copies)
- Preliminary and final cost estimates

## **Section 6: Proposal Content**

Proposals must include the following:

### Cover Letter

A letter introducing the firm and summarizing your general qualifications and specific approach to completing the planning process. This letter should indicate the length of time for which the proposal is effective (minimum of 90 days).

### Work Program

A detailed plan for the services to be provided. Identify any tasks that City staff are expected to complete.

### Schedule

A preliminary project schedule that identifies milestones and completion dates by task from project start through formal review and acceptance of the 84<sup>th</sup> Street Streetscape Plan by the City Council. Project work should commence in June 2017 and conclude within 8 to 10 months from the date of commencement.

### Budget and Fees

A fee estimate on a task-by-task basis. Include a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimated amount of time expected for each task, expressed in person-hours. Budget is to be presented as not-to-exceed, with all overhead/expenses included. The terms of payment, based on monthly billings to the City, should be outlined.

### Key Personnel

The names of key personnel, their respective titles, experience, and periods of service with the firm. Please clearly identify the primary contact for the project. If sub-consultants will be used in any aspects of the plan, include details for these sub-consultants in this section.

#### Qualifications/Project List

A synopsis of previous projects of a similar nature (*maximum of 10 examples*), focusing particularly on the criteria listed in Section 2, along with relevant background information. For projects that were completed by a team of consultants, please clarify the specific contribution of your firm.

#### Availability

A brief statement of the availability of key personnel of the firm to undertake the proposed project.

#### References

Names and contact information of at least five (5) persons whom the City can call for references regarding the firm's performance, preferably on similar projects.

### **Section 7: Selection Process**

Please submit seven (7) bound copies, one (1) unbound, single-sided copy on standard-weight paper (no heavy-weight paper or tabbed dividers), and one (1) CD-R including a PDF copy of your proposal at your earliest convenience, but no later than May 1, 2017, at 12:00 p.m. (Noon) to:

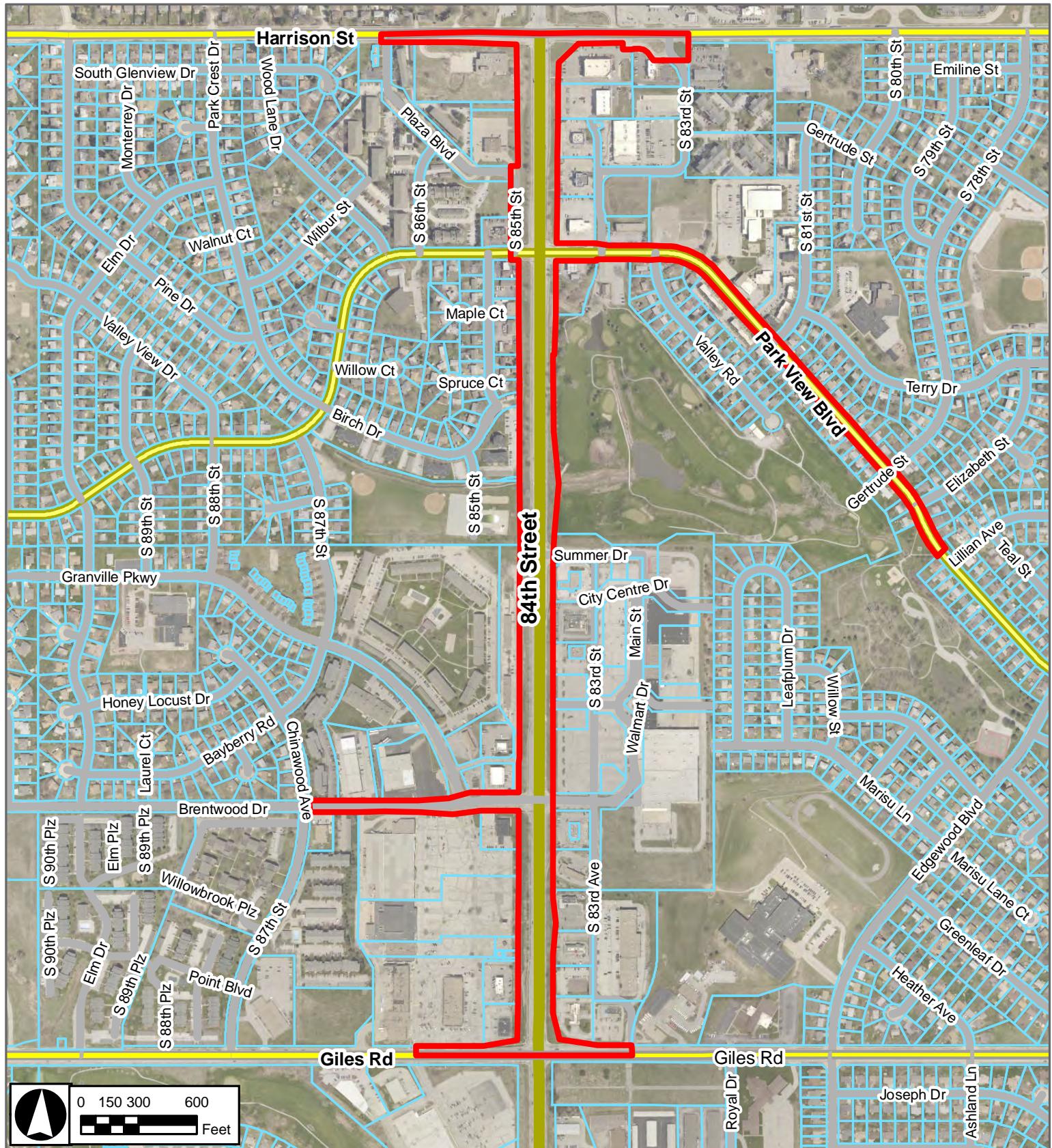
Pamela A. Buethe, City Clerk  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

Proposals will be reviewed by an internal review committee. The committee will conduct interviews during the week of May 15-19, 2017, with the intent of providing a single recommendation for the review and approval of the full City Council at a public meeting on June 6, 2017.

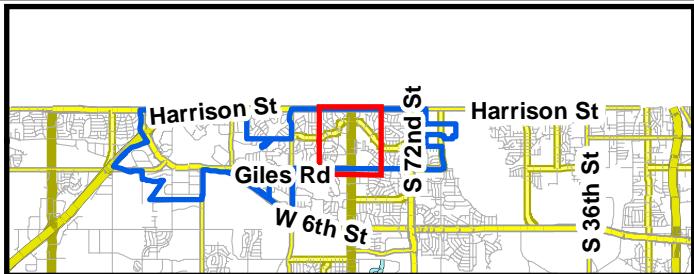
### **Section 8: Evaluation, Right to Reject, Etc.**

Due to the nature of the services sought, evaluation of proposals will in large part be subjective. Award of a contract will be based on a number of factors, and may or may not be on the basis of lowest cost to the City. The City reserves the right to accept any proposal in whole or in part and to reject any and all proposals, to waive irregularities and to negotiate and revise terms with proposers without notice to other proposers.

*If you have any questions during the preparation of your proposal, please contact Pam Buethe, City Clerk, at (402) 331-4343.*



## Exhibit 1 - Vicinity Map



**Streetscape 84**  
**A Streetscape Plan for 84th Street**

03/15/2017



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 4, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL AGREEMENT: LAW ENFORCEMENT TRAINING ACADEMY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

A resolution has been prepared to approve an Interlocal Cooperation Agreement with the cities of Bellevue and Papillion, and Douglas and Sarpy Counties, for the creation of a law enforcement training academy.

**FISCAL IMPACT**

A yearly participant fee of approximately \$20,000-\$25,000 is expected. The amount will be off-set by approximately \$10,000 saved from not sending recruits to Grand Island for training.

**RECOMMENDATION**

Approval

**BACKGROUND**

The La Vista Police Department has been one of five law enforcement agencies (La Vista, Papillion, Bellevue, Sarpy and Douglas Sheriff) meeting over the past year to develop the concept of a combined area police academy. Recruit training at the Nebraska Law Enforcement Training Center has long been a challenge. The ability to enroll recruits at the NLETC is uncertain due to the limited class size and the demand for spots in the Academy. For example the December 2016 class had 50 spots available and had 83 applications. This greatly impacts our ability to hire and train recruits when they are needed. This has been the situation for the past 3 years and is expected to get worse as time goes on due to the expected number of recruits statewide that will need basic training.

Currently, agencies send recruits to the NLETC for 16 weeks and the recruits are on-site in Grand Island from Sunday night to Friday. They sleep and eat at the NLETC. Agencies are responsible for all travel costs, housing, meals, and overtime. The average cost of sending a recruit to Grand Island is approximately \$5,000 each.

With the creation of a joint Sarpy-Douglas Law Enforcement Academy, recruits will be trained in the metro area by personnel from the five agencies. Classroom space will be made available at all five agency locations. Other necessary venues, such as a driving track and firearms training sites, have also been identified. Recruits would commute on a daily basis. Overtime would be rare and no costs will be allocated for meals.

La Vista has been designated as the Fiscal Agent and as part of the Agreement would hire a Training Coordinator to facilitate the academy. Funding for the position would be through the yearly participation fee each agency will be required to pay. With five participating agencies involved, La Vista's share of the total costs will be 20% (estimated to be \$20,000-\$25,000 yearly). The Training Coordinator will be housed at the La Vista Police Station and supervised by the Chief of Police or his designee.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH BELLEVUE, SARPY COUNTY, NEBRASKA; PAPILLION, SARPY COUNTY, NEBRASKA; AND SARPY COUNTY, NEBRASKA, AND DOUGLAS COUNTY, NEBRASKA CREATING A LAW ENFORCEMENT TRAINING ACADEMY.

WHEREAS, the cities of La Vista, Sarpy County, Nebraska; Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; and Sarpy County, Nebraska, and Douglas County, Nebraska, on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies", wish to improve and otherwise provide for the training of law enforcement officers of each of the Participating Agencies by creating a law enforcement training academy; and,

WHEREAS, the Participating Agencies have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for Police responses; and,

WHEREAS, each of the Participating Agencies have expressed a desire to enhance local control and a more consistent training availability schedule; and,

WHEREAS, the Participating Agencies have long recognized that mutual aid and law enforcement training can be enhanced and made more flexible and effective by cooperation; and,

WHEREAS, the Participating Agencies wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act")

WHEREAS, the Participants desire to enter into an Interlocal Cooperation Agreement and have agreed to the terms setting forth the rights and responsibilities of the Participating Agencies in creating a law enforcement training academy.

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; and Sarpy County, Nebraska, and Douglas County, Nebraska for the creation of a law enforcement academy.

BE IT FURTHER RESOLVED that the City of La Vista has been designated as the Fiscal Agent.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_, 2017, by and between the cities of Bellevue, Nebraska; La Vista, Nebraska; Papillion, Nebraska; Sarpy County, Nebraska; and Douglas County, Nebraska, on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies". Each Participating Agency is a duly existing body, corporate, and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, the Participating Agencies wish to improve and otherwise provide for the training of law enforcement officers of each of the Participating Agencies by creating a law enforcement training academy; and,

WHEREAS, the Participating Agencies have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for Police responses; and,

WHEREAS, each of the Participating Agencies have expressed a desire to enhance local control and a more consistent training availability schedule; and,

WHEREAS, the Participating Agencies have long recognized that mutual aid and law enforcement training can be enhanced and made more flexible and effective by cooperation; and,

WHEREAS, the Participating Agencies wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

1. Definitions: As used herein the following terms shall have the following meanings:
  - a. "Sarpy-Douglas Law Enforcement Academy Advisory Board," "Advisory Board," or "Board" shall mean the five member board comprised of the chief law enforcement officer of each Participating Agency, or his or her designee, who shall be responsible for administering this cooperative undertaking.
  - b. "Participating Agencies," "Agencies," or "Parties" shall mean the parties signatory hereto, and "Participating Agency," "Agency," or "Party" shall mean any one of the Participating Agencies, Agencies, or Parties.
  - c. "Sarpy-Douglas Law Enforcement Academy," "Academy," or "SDLEA" shall mean the training program developed and agreed to by the Participating Agencies to deliver basic police certification.
  - d. "Recruit" shall mean a full-time or part-time paid law enforcement trainee in the employ of a Participating Agency.

- e. "Fiscal Agent" shall mean the entity responsible for managing the budget, receipts, and expenditures of the Academy, or otherwise performing any specified duties, under this Agreement.
- f. "Fiscal Agent Governing Body" shall mean the governing body of the Fiscal Agent.
- g. "Super majority" shall mean two-thirds of the members of the Advisory Board.
- h. "Authorized Representative" shall mean the Bellevue Chief of Police, the La Vista Chief of Police, the Papillion Chief of Police, the Douglas County Sheriff and the Sarpy County Sheriff.

2. Authority: The authority of the Participating Agencies entering into this Agreement is that authority granted by law, including without limitation the general powers of each Agency, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat §13-801 through 13-827 (1943) (Reissue 2012); and the authority granted under Neb. Rev. Stat. Sections 29-215 and 81-1401 et seq.

3. Purpose: The purpose of this Agreement is to formally establish a law enforcement certification training academy to deliver the State of Nebraska basic curriculum for law enforcement officers.

4. Sarpy-Douglas Law Enforcement Academy Advisory Board. This Agreement shall be administered by an Advisory Board consisting of the chief law enforcement officer of each Participating Agency, or his or her designee. The Advisory Board members shall be responsible for the overall policies and administration of this Agreement. The governing board shall be known as the Sarpy-Douglas Law Enforcement Academy Advisory Board. The Advisory Board shall generally provide operational governance of the Academy. The Board shall make any and all decisions based on the concurrence of at least a majority of the Board members after providing an opportunity for all Board members, to be involved in any and all such decisions. A Board member shall be deemed to have an opportunity to be involved in a decision if given a minimum of 14 days advance notice of the meeting and matter to be considered. The Sarpy-Douglas Law Enforcement Academy Advisory Board shall meet at least four times each year, with such additional meetings held as often as its members deem advisable. The Advisory Board shall annually in the month of September, from among themselves, elect a chairperson on a rotating basis. The Board shall establish and implement rules and procedures not inconsistent with the terms of this Agreement for implementation hereof.

The Advisory Board periodically will establish, evaluate and adjust the goals of the Academy as it determines advisable and in accordance with this Agreement. The Advisory Board is the final authority for developing, coordinating, disseminating, and implementing Sarpy-Douglas Law Enforcement Academy policy, except if otherwise determined by unanimous agreement of the governing bodies of the Participating Agencies.

5. **Sarpy-Douglas Law Enforcement Academy:** It is hereby formally established that the Participating Agencies form a law enforcement basic training police academy known as the Sarpy-Douglas Law Enforcement Academy (SDLEA).

a. **Coordinator and Instructors.** The Sarpy-Douglas Law Enforcement Academy shall consist of:

**Sarpy-Douglas Law Enforcement Academy Training Coordinator.** The City of La Vista will select and hire a Training Coordinator. The Training Coordinator shall be employed by the City of La Vista and shall be directly supervised by the La Vista Chief of Police or his/her designee from the La Vista Police Department. Recommendations or concerns regarding employment matters, including performance and/or duties, of the Training Coordinator from Sarpy-Douglas Law Enforcement Academy Advisory Board members shall be communicated to the La Vista Chief of Police. The City of La Vista shall have full authority and make any final determinations on all matters concerning the employment of the Training Coordinator.

**Instructor Specialists:** The Sarpy-Douglas Law Enforcement Academy Advisory Board will select, develop, and support the necessary Instructor Specialists from among the employees of the Participating Agencies. Each member of the Advisory Board shall maintain a list of staff members from his/her agency who are certified to teach the various components of Training Academy instruction. Instructor Specialists will be utilized by the SDLEA on an as-needed basis for specific training sessions.

- Instructor Specialists will possess content-area competency as mandated and approved by the Nebraska Police Standards Advisory Council.
- Each of the Participating Agencies agrees to make available from the Agency's employees and assign, if selected, Instructor Specialists to instruct a minimum of twenty percent (20%) of the course of study for every Academy session, unless otherwise approved in advance by the Advisory Board and regardless of whether the Participating Agency has a law enforcement recruit enrolled. Salary, benefits, and supervision of Instructor Specialists employed by a Participating Agency remain the responsibility of the individual Participating Agency while said employee is assigned as an Academy Instructor Specialist.
- Within thirty days of the announcement of an Academy session, each Participating Agency shall submit to the Training Coordinator a list of Instructor Specialists available to teach during the specific Academy session. The Training Coordinator shall select and schedule Instructor Specialists from these lists for each Academy session in cooperation with each Participating Agency and in accordance with the terms of this Agreement. Participating Agencies shall have at least thirty (30) days advance notice of the Instructor Specialist schedule for each Academy session.

- Participating Agencies agree to assign, if needed, an Instructor Specialist for the entire duration of a training academy class the Participating Agency has a law enforcement recruit enrolled.
- The Sarpy-Douglas Law Enforcement Academy Advisory Board and all Participating Agencies agree to support the ongoing training and development of Instructor Specialists in order to enhance individual expertise. Expenses for instructor development are the sole responsibility of the Participating Agency.

b. Sarpy-Douglas Law Enforcement Academy Location and Facilities: The location and facilities used by the Participating Agencies of the SDLEA shall be determined and agreed upon by the Advisory Board. Each Participating Agency shall make classroom space available for an academy session. Any additional resources that require an expenditure will be procured and payment coordinated by the Academy Training Coordinator and Fiscal Agent (for example, range, driving track, other)

c. SDLEA Budget: The Training Coordinator shall develop and submit a proposed Budget to the Fiscal Agent by May 1st of each calendar year. Annual Participating Agency contributions necessary to fund the SDLEA Budget will be divided among the Participating Agencies. The budget and contribution amounts will be determined each year by the Sarpy-Douglas Law Enforcement Academy Advisory Board and approved by the Fiscal Agent governing body according to the due dates set out in the Fiscal Agents budget schedule for that succeeding fiscal year based on the amount in the budget not covered by training fees. By April 1 of each year, a budget reconciliation calculation will be determined based on final prior fiscal year actual results compared to the SDLEA Budget for the year. Adjustments for any excess or shortfall will be carried out in the manner described in subsection "iii" below. Each Participating Agency's contribution to the SDLEA Budget for a budget year will be submitted to the Fiscal Agent by October 30 of such year. The Fiscal Agent will use such funds during the year to pay or reimburse shared expenses connected with the Academy. The Advisory Board will approve the budget Participating Agencies pay contributions to the Fiscal Agent.

- i. The Budget will not include the cost of classroom space provided at a Participating Agency for training or personnel assigned by a Participating Agency to the SDLEA. The Budget will reflect only the cost of shared expenses including but not limited to: compensation, benefits, insurance, payroll taxes, and all other personnel or other costs arising out of the employment of the Training Coordinator, equipment, office supplies, props, postage, instructional media, curriculum, and reference materials.
- ii. Except for the Training Coordinator, each Participating Agency will be responsible for the personnel costs and obligations associated with the staff it assigns to the program, including base salary, overtime salary, and fringe benefits, Workers' Compensation, retirement, etc.

- iii. The City of La Vista will serve as the Fiscal Agent for the SDLEA. Participating Agencies shall remit their share of the budget to the Fiscal Agent in accordance with this Section. Expenses incurred for the SDLEA will be paid by the Fiscal Agent. The Budget year shall be from October 1 to September 30 of each fiscal year. Each Participating Agency will include its share of training costs in its respective annual budget request and will seek governing body approval of the same. The Fiscal Agent, starting with the proposed budget prepared by the Training Coordinator, shall prepare an annual budget and submit it to the Advisory Board no later than July 1<sup>st</sup> of each year. On or before August 1<sup>st</sup> of each year the budget and contribution to shared expenses of each Participating Agency shall be approved by a super majority vote of the Advisory Board members. Monies remaining at the end of a budget year will be carried forward to pay shared expenses of future budget years. Any shortfall with respect to any budget year will be remedied by increasing required contributions of Participating Agencies for the following budget year.
- d. Training Fees: Each of the Participating Agencies shall be responsible for all fees payable to the Nebraska Law Enforcement Training Center for peace officer certification of such Participating Agency. Additionally, every Participating Agency shall pay a training fee as established by a super majority vote of the Advisory Board to the Fiscal Agent of the SDLEA for every law enforcement recruit the Participating Agency enrolls in a Recruit Class. The fee shall be used by the Fiscal Agent to offset expenses incurred with the Recruit Class.
- e. Grants: Grant funds will be sought by the Training Coordinator and if/when awarded will be deposited with and used by the Fiscal Agent to pay or reimburse costs of the Academy. Grants will be figured in the annual budget reconciliation.
- f. Policies and Procedures. SDLEA policies and procedures will be approved by the Sarpy-Douglas Law Enforcement Academy Advisory Board before any training is performed under the terms of this Agreement. The SDLEA policies and procedures may be amended from time to time by approval of a majority of the Sarpy-Douglas Law Enforcement Academy Advisory Board.
- g. Annual Report. The SDLEA shall prepare and submit an annual report to the governing bodies detailing the operation of the training program, officers enrolled, certified and employed by the respective Participating Agencies and cost associated therein.

6. Dispute Resolution Process: In the event of a dispute arising under this agreement, the matter shall be referred to the Sarpy-Douglas Law Enforcement Academy Advisory Board for resolution. Any dispute which, in the judgment of a Party to this Agreement, involves or may affect the performance of such Party shall be reduced to writing and delivered to the each member of the Sarpy-Douglas Law

Enforcement Academy Advisory Board. As soon as possible thereafter, the Board shall schedule a face to face meeting with the authorized representative (or designee) of the Party and attempt to resolve the dispute in a satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. The Advisory Board shall issue a decision within 30 days after the meeting. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

7. Terms of Agreement: This Agreement shall be effective for a term of five (5) years beginning on October 1, 2017 and ending September 30, 2022. Except as provided in paragraph 20 of this Agreement, during the initial five year term, this Agreement may only be terminated upon the mutual agreement of all Participating Agencies. At the end of the initial five year term, the agreement shall automatically renew for two (2) additional one year terms unless any Party to the Agreement gives written notice by April 1 prior to the effective date of the termination to the other participating agencies as to its desire to withdraw or terminate or amend the Agreement. During a renewal period, the Agreement may be terminated at any time upon the mutual agreement of all Participating Agencies. Each Participating Agency shall retain title to any and all property, resources, and equipment brought into the Agreement by the Agency and upon termination shall remove and retake possession of such property. Any property, resources, or equipment purchased or donated on behalf of the participating agencies collectively, shall be disposed of upon termination in accordance with the policies and procedures of the Advisory Board then in effect. In the absence of such guidelines, residual assets shall be distributed to each Participating Agency in equal shares. A decision to withdraw will not relieve the withdrawing Participating Agency of liability incurred prior to withdrawal, including any responsibilities for funding for a fiscal year beginning prior to written notice.
8. Liability Insurance: Each of the Participating Agencies agrees to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Agency under this Agreement and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Agency under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.
9. Miscellaneous.
  - a. Other Agreements: The cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Participating Agencies in respect to other aspects of public safety.

- b. Implementing Action. This Agreement shall be subject to each Participating Agency taking formal action by ordinance or resolution of its governing body approving this Interlocal Cooperative Agreement. Each Participating Agency shall furnish the other Participating Agencies executed copies of such authorizing action.
- c. Employer or Partner. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts or omissions of any Party or any personnel, employees, agents, contractors, or servants of a Party, pursuant to this Agreement shall be undertaken as an independent contractor and not as an employee or agent of any other Party. The Parties each shall, except as provided herein, act on its own behalf and not as agent, employee, partner, joint venture or associate of any other Party. An employee or agent of a Party shall not be deemed or construed to be the employee or agent of any other Party for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of any other Party. The Parties shall not provide any insurance coverage to any other Party or the employees of any other Party including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters with respect to its employees. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska with respect to the employees of a Party and any and all claims whatsoever on behalf of any such employee arising out of employment or alleged employment, including without limitation claims of discrimination shall in no way be the responsibility of any other Party. No Party shall have any authority to bind any other Party by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each Party shall be in its own name and not in the name of any other Party, unless otherwise provided herein. Notwithstanding anything in this Section to the contrary, a Party shall be responsible for any claims, costs or expenses proximately caused by the negligence of such Party or any officers, employees or agents of such Party.

10. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race religion, sex, or any other prohibited basis of discrimination

11. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior

course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.

12. **Amendments/Modification.** This Agreement may be modified only by written amendment, approved by the governing bodies and duly executed by authorized officials of all the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
13. **Assignment.** None of the Parties may assign its rights under this Agreement without the express prior written consent of all other Parties. An assignment without such prior written consent shall be a material breach of this Agreement.
14. **Termination by Material Breach or by Agreement.** **Termination by Material Breach.** A Party shall have the option to terminate this Agreement with respect to any other Party that commits a material breach of this Agreement. A Party seeking to terminate this Agreement for a material breach of another Party, shall notify the Participants in writing specifying the alleged breach and provide the breaching Party a minimum time of not less than thirty (30) days to cure the alleged breach. However, if the nature of the material breach is such that more than thirty (30) days are reasonably required for its cure, the breaching Party shall be in compliance with this provision if the breaching Party commences to cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. Unless a longer period of time is authorized, the termination shall be final and become effective at the end of a transition period of one hundred twenty (120) days following the failure to cure within the specified cure period (hereinafter referred to as "Termination Transition Period"), as extended; provided, however, the Termination Transition Period shall be extended (a) as the Participants deem necessary or appropriate in the interests of public safety, or (b) until one hundred twenty (120) days after final determination of any lawsuit, including appeals, affirming a termination pursuant to this Section 14. It is understood by the Participants, notwithstanding any termination or reason given therefore, that services and payments, if any, continue through the Termination Transition Period. Upon completion of the Termination Transition Period, the terminating Party's obligation for payment of its proportionate share under this Agreement shall terminate; provided, however, the terminating Party shall remain obligated for all payments owed under this Agreement.  
  
**Termination by Agreement.** Unless terminated due to a material breach by a Party or the written consent of all Participants to terminate this Agreement, this Agreement shall not terminate before the end of the initial or any subsequent term.
15. **Successors and Assigns Bound by Covenants.** All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.
16. **Waiver.** The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such

covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

17. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

18. Indemnification. Each Party agrees to indemnify, defend, save and hold harmless, to the fullest extent allowed by law, each other Party, its officials, principals, officers, agents, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of any Party's officials, principals, officers, agents, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting there from. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

19. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.

20. Authorized Representatives and Notice. In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following individuals shall be the authorized representatives of the Parties:

FOR DOUGLAS COUNTY

County Sheriff  
Douglas County Sheriff's Office  
3601 North 156<sup>th</sup> Street  
Omaha, NE 68916  
(402) 444-6641

FOR SARPY COUNTY

County Sheriff  
Sarpy County Sheriff's Office  
8335 Platteview Road  
Papillion, NE 68046  
(402) 593-2288

**FOR CITY OF BELLEVUE**  
Chief of Police  
Bellevue Police Department  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3100

**FOR CITY OF LA VISTA**  
Chief of Police  
La Vista Police Department  
7701 South 96<sup>th</sup> Street  
La Vista, NE 68128  
(402) 331-1582

**FOR CITY OF PAPILLION**  
Chief of Police  
Papillion Police Department  
1000 East 1<sup>st</sup> Street  
Papillion, NE 68046  
(402) 597-2035

Notice shall be in writing and shall be effective upon receipt by the authorized representative. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

20. **Unavailability of Funding language:** Due to possible future reductions including but not limited County, State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such involuntary reduction in appropriations, a Party may terminate the Agreement or reduce the consideration upon notice in writing to the other Parties. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the Authorized Representatives. A Party shall be the final authority as to the availability of its funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, any other Party may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the other Parties.
21. **Drug Free Policy.** Parties assure each other that each has established and maintains a drug free workplace policy.
22. **New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114).** Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within 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.

23. Public Benefits. With regard to Neb.Rev.Stat. §§4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108-113.
24. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
25. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.
26. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Participating Agencies shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.
27. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.
28. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized Officers, effective as of the day and year first above written.

ATTEST

CITY OF BELLEVUE, NEBRASKA

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City Clerk

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(Mayor)

ATTEST

CITY OF LA VISTA, NEBRASKA

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City Clerk

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(Mayor)

ATTEST

CITY OF PAPILLION, NEBRASKA

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City Clerk

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(Mayor)

ATTEST

SARPY COUNTY, NEBRASKA

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County Clerk

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(Board Chairman)

ATTEST

DOUGLAS COUNTY, NEBRASKA

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County Clerk

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(Board Chairman)

ITEM H

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 4, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE CARGO VAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF SIEBELS BUILDING TECHNICIAN

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) 2017 Ford T-150 Transit Cargo Van from Anderson Auto Group, Lincoln, Nebraska, for the Buildings Division in an amount not to exceed \$25,515.00.

**FISCAL IMPACT**

The FY 16/17 General Fund Budget contains funding of \$25,000 for the proposed purchase, the remaining \$515.00 to come from department budget savings.

**RECOMMENDATION**

Approval

**BACKGROUND**

The van is being purchased off the State of Nebraska Contract #14640 OC.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2017 FORD T-150 TRANSIT CARGO VAN FROM ANDERSON AUTO GROUP, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$25,515.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a van for the Director of Public Works is necessary, and

WHEREAS, the FY17 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 of one (1) 2017 Ford T-150 Transit Cargo Van from Anderson Auto Group, Lincoln, Nebraska in an amount not to exceed \$25,515.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

**CITY OF LA VISTA**

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 4, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CITIZEN ADVISORY REVIEW COMMITTEE — EDP REPORT	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ ASST. CITY ADMINISTRATOR/ DIR. COMMUNITY SERVICES

**SYNOPSIS**

A public hearing has been scheduled for the Citizen Advisory Review Committee to submit a written report to the Mayor and City Council regarding the City's Economic Development Program. A copy of the report is attached.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Ordinance No. 921 established the City's Economic Development Program and formed the Citizen Advisory Review Committee which is charged with reporting to the Mayor and City Council in a public hearing at least once every six months.