



**PROCLAMATION
NATIONAL PUBLIC WORKS WEEK**

WHEREAS, public works services provided in the City of La Vista are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as sewers, streets and highways, public buildings, snow removal, park maintenance; and

WHEREAS, the health, safety and comfort of La Vista citizens greatly depend on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction are dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff the public works department is influenced by the public's attitude and understanding of the importance of their work.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim the week of May 21 through May 27, 2017 as **NATIONAL PUBLIC WORKS WEEK** with the theme, *Public Works Connects Us*, and call upon all citizens and civic organizations to recognize the contributions that public works staff and officials make every day to our health, safety and comfort.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 16th day of May, 2017.



Douglas Kindig Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING May 2, 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 May 2, 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, City Clerk Buethe, Police Chief Lausten, Director of Administrative Services Pokorny, Public Works Director Soucie, City Planner Solberg, City Engineer Kottmann, Library Director Barcal, Recreation Director Stopak, and Human Resource Manager Garrod.

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

PROCLAMATION – NATIONAL POLICE WEEK

Mayor Kindig presented Police Chief Lausten and all the Police Officers present at the meeting with a proclamation declaring National Police Week in La Vista.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE APRIL 18, 2017 CITY COUNCIL
MEETING
3. REQUEST FOR PAYMENT – HDR ENGINEERING INC. – PROFESSIONAL
SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS -
\$5,014.22
4. REQUEST FOR PAYMENT – OMAHA PUBLIC POWER DISTRICT –
PROFESSIONAL SERVICES – 84TH STREET REDEVELOPMENT - \$13,242.42
5. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1 - \$267.05
6. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – CULVERT EXTENSION – 108TH AND
CHANDLER - \$643.64
7. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – PHASES 1 GOLF COURSE
TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS - \$11,400.00
8. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – 84TH STREET ADAPTIVE SIGNALS - \$106.25
9. REQUEST FOR PAYMENT – ANDERSON EXCAVATING CO. –
CONSTRUCTION SERVICES – DEMOLITION & SITE PREPARATION – MIXED
USE REDEVELOPMENT PROJECT AREA - \$83,624.50
10. REQUEST FOR PAYMENT – CITY OF OMAHA – SEWER CONNECTION FEE -
\$24,453.00
11. RESOLUTION NO. 17-057 – AWARD OF CONTRACT – EASTERN NEBRASKA
OFFICE ON AGING

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

WHEREAS, the City of La Vista's Community Center has annually served as a hot meal site for senior citizens in conjunction with the Nutrition program of the Eastern Nebraska Office on Aging (ENOA); and

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WHEREAS, the Mayor and City Council believe it is desirable to continue to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City of La Vista be, and hereby is, authorized to execute an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program.

12. APPROVAL OF CLAIMS

A.S.P. ENTERPRISES INC	Maint.	50.00
ACTION BATTERIES UNLTD INC	Veh. Supplies	300.15
AMERICAN HERITAGE LIFE INS	Ins.	2,854.04
AMERICAN LUNG ASSOCIATION	Misc.	100.00
ANN TROE	Printing	860.00
BARCAL, ROSE	Trvl. Exp.	55.30
BARONE SECURITY SYSTEMS	Services	804.00
BAXTER CHRYSLER DODGE JEEP	Vehicle Maint.	190.01
BEST BOOKS INC	Books	96.35
BIBLIONIX LLC	Equip Maint	4,025.00
BISHOP BUSINESS EQUIPMENT	Supplies	923.82
BLACK HILLS ENERGY	Utilities	3,260.24
BOBCAT OF OMAHA	Services	2,700.00
BOOT BARN	Apparel	300.00
BS&A SOFTWARE	Services	75,570.00
BUILDERS SUPPLY CO INC	Maint.	73.20
CENTER POINT PUBLISHING	Books	266.64
CENTURY LINK	Phone	293.57
CHRIS MADDEN	Misc.	825.00
CITY OF OMAHA	Services	344,531.18
CITY OF PAPILLION	Veh. Supplies	1,819.21
CLASS C SOLUTIONS GROUP	Vehicle Maint.	217.89
COMP CHOICE INC	Misc.	2,326.72
CONTROL MASTERS INCORPORATED	Other Comm	495.00
CORNHUSKER INTL TRUCKS INC	Vehicle Maint.	106.02
COX COMMUNICATIONS	Services	145.91
DEARBORN NATIONAL LIFE INS	Ins.	1,085.00
DELL MARKETING L.P.	Misc.	35,203.66
DOG WASTE DEPOT	Bid & Grnds	295.00
DOUGLAS CNTY SHERIFF'S OFC	Services	200.00
ELAN FINANCIAL SERVICES	Trn/Sup/Ser.	3,559.66
EN POINTE TECH SALES	Misc.	534.43
EXMARK MANUFACTURING CO	Equip.	15,598.00
EXPRESS ENTERPRISES	Bid & Grnds	222.90
FEDEX	Misc.	15.93
FELSBURG HOLT & ULLEVIG	Constr. Exp.	450.00
GALE	Books	754.04
GALLS LLC	Apparel	14.25
GARROD, MANDY	Trvl. Exp.	237.59
GCR TIRES & SERVICE	Veh. Supplies	84.32
GENUINE PARTS CO-OMAHA	Vehicle Maint.	1,059.06
H & H CHEVROLET LLC	Vehicle Maint.	75.32
HANEY SHOE STORE	Apparel	150.00
HEARTLAND PAPER	Supplies	75.00
HEIMES CORPORATION	Maint.	274.30
HERC RENTALS INC	Equip Maint	650.00
HOLSTEIN'S HARLEY DAVIDSON	Vehicle Maint.	63.76
HOME DEPOT CREDIT SERVICES	Vehicle Maint.	199.00
HUNTEL COMMUNICATIONS, INC	Other Comm	662.00

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HY-VEE 9707	Trvl. Exp.	54.18
INGRAM LIBRARY SERVICES	Books	2,901.64
INSIGHT PUBLIC SECTOR	Services	4,086.60
J & J SMALL ENGINE SERVICE	Vehicle Maint.	149.52
JENNIFER GOSS	Auto/Trvl.	222.26
KRIHA FLUID POWER CO INC	Vehicle Maint.	77.32
LA VISTA COMMUNITY FOUND	Misc.	60.00
LANDPORT SYSTEMS INC	Services	125.00
LAUSTEN, ROBERT S	Trvl. Exp.	243.97
LIA BAKER	Rentals	100.00
LIBRA INDUSTRIES INC	Maint.	25.00
LIBRARY IDEAS LLC	Books/Videos	1.50
LINCOLN POLICE DEPARTMENT	Training	86.74
LOGAN CONTRACTORS SUPPLY	Maint.	150.60
LOGO LOGIX EMBROIDERY & SCREEN	Misc.	415.00
LOVELAND GRASS PAD	Maint.	32.90
MANPOWER	Salary Expense	5,668.34
MARK A KLICKER	Services	200.00
MASTER MECHANICAL SERV INC	Bid & Grnds	784.59
MATHESON TRI-GAS INC	Apparel	53.70
MAX I WALKER UNIFORM RENTAL	Services	871.23
MAYER, KRISTOPHER J	Training	500.00
MENARDS-RALSTON	Maint.	205.99
METROPOLITAN UTILITIES DIST.	Utilities	2,262.70
MICHAEL TODD AND COMPANY	Vehicle Maint.	499.80
MID-AMERICAN BENEFITS INC	Services	598.00
MIDLANDS LIGHTING & ELECTRIC	Bid & Grnds	141.90
MIDWEST TAPE	Books/Videos	465.80
MOBOTREX MOBILITY & TRAFFIC	Misc.	170.00
NATIONAL EVERYTHING		
WHOLESALE	Supplies	155.13
NEBRASKA LANDSCAPE SOLUTIONS	Supplies	3,733.71
NEBRASKA LAW ENFORCEMENT	Trvl. Exp.	40.00
NEBRASKA SNOW EQUIPMENT	Repair/Maint.	27.72
NEBRASKA TURF PRODUCTS	Supplies	2,687.50
NLA-NEBRASKA LIBRARY ASSN	Dues/Subscriptions	550.00
NUTS AND BOLTS INC	Vehicle Maint.	9.16
ODEY'S INCORPORATED	Equip Maint	7,198.19
OFFICE DEPOT INC	Supplies	320.94
OLSSON ASSOCIATES	Constr. Exp.	46,092.22
OMAHA WORLD-HERALD	Books	530.40
OMNIGRAPHICS INC	Books	141.55
ORIENTAL TRADING COMPANY	SRP	210.24
PARK YOUR PAWZ INC	Services	60.00
PATRICK STIBBS	Services	4,600.00
PLAINS EQUIPMENT GROUP	Vehicle Maint.	2,044.40
PRO-PAPILLION REC ORG	Services	225.00
QP ACE HARDWARE	Supplies	1,555.10
RALSTON ADVERTISING	Other Comm	653.40
RAPID GRAPHICS & SIGNS	Bid & Grnds	32.10
RETRIEVEVEX	Services	151.49
SAPP BROS PETROLEUM INC	Vehicle Maint.	55.25
SARPY COUNTY COURTHOUSE	Services	3,976.44
SCHOLASTIC LIBRARY PUBLISHING	Books	28.00
SHAMROCK CONCRETE CO	Bld & Grnds	2,159.53

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SOUTHEAST LIBRARY SYSTEM	Training	50.00
SOUTHERN UNIFORM & EQUIPMENT	Apparel	985.15
SPRINT	Services	119.97
STITCHIN' AUTO UPHOLSTERY	Vehicle Maint.	342.50
TED'S MOWER SALES & SERVICE	Maint.	150.19
THREE RIVERS LIBRARY SYSTEM	Training	10.00
TRACTOR SUPPLY CREDIT PLAN	Vehicle Maint.	377.84
TROUT, DONNA L	Services	300.00
UNITED PARCEL SERVICE	Apparel	31.88
UNITED SEEDS INCORPORATED	Maint.	95.00
USI EDUCATION/GOVT SALES	Supplies	283.44
VERIZON WIRELESS	Phone	323.99
WAL-MART COMMUNITY BRC	Supplies	1,160.21
WATKINS CONCRETE BLOCK CO	Bid & Grnds	39.99
WHITE CAP CONSTR SUPPLY	Apparel	656.84
ZEE MEDICAL SERVICE INC	Other Comm	151.90

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

1ST QUARTER REPORT – SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION

James from the Sarpy County Economic Development Corporation gave a report on the first quarter activity in Sarpy County. He reported there were three prospect visits in the first quarter of 2017 which is good.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Community Relations Coordinator Beaumont advised the dates and times of the Salute to Summer events. He also stated the Mayor's Youth Council would be holding a food drive on Saturday.

Recreation Director Stopak advised that the pool management staff has been hired. The rest of the pool staffing is almost complete. He also advised there will be cooking classes at the Community Center in May.

Library Director Barcal advised the new system used to check books in and out at the library shows a savings of \$1.5 million to citizens for what it would have cost them to purchase the materials instead of checking them out.

Public Works Director Soucie reported that Ace Piping is doing culvert work. The Ralston viaduct project will start May 22nd and he will have more details on May 16th. Clean up days went well. Jason McGavan, had a book published on the sewer system in La Vista.

Police Chief Lausten thanked the Mayor for the Proclamation, he stated Officer Ben Iverson was a former co-worker of Deputy Burnbridge who was recently killed while one duty in Pottowattamie County, Iowa. Fire Chief Uhl's last day will be next Friday. A reception will be on Monday. La Vista Police assisted with loading the busses for the Vietnam Veterans Honor Flight.

B. RESOLUTION – AWARD CONTRACT – ROOF REPLACEMENT – SPORTS COMPLEX CONCESSION BUILDING

Councilmember Hale introduced and moved for the adoption of Resolution No.17-058; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO ERNCO, INC., CEDAR CREEK, NEBRASKA FOR INSTALLATION OF A METAL ROOF ON THE SPORTS COMPLEX CONCESSION BUILDING IN AN AMOUNT NOT TO EXCEED \$8,975.00.

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WHEREAS, the City Council of the City of La Vista has determined that replacement of the roof on the Sports Complex Concession Building is necessary; and

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

WHEREAS, Three estimates were received, and

WHEREAS, ERNCO, Inc., Cedar Creek Nebraska has submitted the low qualified bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to ERNCO, Inc., Cedar Creek Nebraska for installation of a metal roof on the Sports Complex Concession Building in an amount not to exceed \$8,975.00.

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

C. RESOLUTION – AUTHORIZE PURCHASE – SINGLE AXLE DUMP TRUCK

Councilmember Quick introduced and moved for the adoption of Resolution No.17-059; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2018 WESTERN STAR 4700SB 4X2 DUMP TRUCK FROM WICK'S STERLING TRUCKS, INC. OMAHA, NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$198,477.00.

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

WHEREAS, the FY17/ Biennial 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) 2018 Western Star 4700SB 4x2 Dump Truck from Wick's Sterling Trucks, Inc., Omaha, Nebraska for an amount not to exceed \$198,477.00.

Seconded by Councilmember Hale. Councilmember Sheehan asked if there was a dump box. Public Works Director Soucie advise it has a dump box. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

D. RESOLUTION – OPPOSE LB 68 WITH AM 630

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-060; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO OPPOSE LB 68 WITH STANDING COMMITTEE AMENDMENT — AM 630 WHICH WOULD PROHIBIT CERTAIN REGULATION OF FIREARMS, AMMUNITION AND FIREARM ACCESSORIES BY CITIES, VILLAGES AND COUNTIES.

WHEREAS, local elected officials, with input from local citizens, are in the best position to analyze and determine whether to legislate firearms in public places; and

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WHEREAS, LB 68 with standing committee amendment — AM 630 would prevent all municipalities (except Omaha) from protecting citizens with local ordinances, rules and regulating prohibiting firearms in public places; and

WHEREAS, LB 68 would create a new cause of action against municipalities outside of the Political Subdivision Tort Claims Act; and

WHEREAS, while the stated intent of LB 68 is to ensure consistent, statewide uniformity of laws for firearms owners, AM 630 does not provide uniformity as it provides for different laws in the City of Omaha; and

WHEREAS, the Nebraska League of Municipalities, the Police Chiefs Association of Nebraska (PCAN), the Police Officers Association of Nebraska (POAN), and the Nebraska Sheriffs' Association (NSA) strongly oppose LB68 as amended and advanced to Select File.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, hereby express its opposition to LB 68 with standing committee amendments AM 630.

BE IT FURTHER RESOLVED, that the Mayor is hereby directed to communicate this position to our representatives in the Legislature and such other parties as may be desirable to further these purposes.

Seconded by Councilmember Hale. 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

Mayor Kindig thanked Council and Staff for attending the Strategic Planning session.

Mayor Kindig also reminded Council that the Mayor's Youth Council will be holding a food drive at the Community Center on Saturday, May 6th, 10am-2pm.

At 7:28 p.m. Councilmember Hale made a motion to adjourn the meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF MAY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Mandy Garrod, CMC
Deputy City Clerk



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

PLANNING COMMISSION MINUTES
APRIL 20TH, 2017-7:00 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, April 20th, in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Gayle Malmquist called the meeting to order at 7:00 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, John Gahan, Tom Miller, Kevin Wetuski, Harold Sargus, and Kathleen Alexander. Members absent were: Mike Circo, Jason Dale and Jackie Hill. Also in attendance were Chris Solberg, City Planner; Pam Buethe, City Clerk; and John Kottmann, City Engineer.

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

1. Call to Order

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

2. Approval of Meeting Minutes – February 16, 2017

Alexander moved, seconded by Krzywicki to approve the February 16, 2017 minutes. **Ayes:** Krzywicki, Malmquist, Gahan, Wetuski, Sargus, and Alexander. **Nays: None.** **Abstain: Miller.** **Absent: Circo, Dale, and Hill.** **Motion Carried. (6-0-3)**

3. Old Business

None.

4. New Business

A. Final Plat – Heimes – J & H Investments, LLC

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, J & H Investments LLC, is requesting a Final Plat to divide S 1551.37 FT of Tax Lot 4 (23-14-11) and Lot 2 Lakeview South II Replat 6 into multiple lots with associated right-of way. The location of the plat is generally located northwest of the intersection of Meadows Blvd. and 145th Street. Staff recommends approval of the final plat, contingent on the approval of traffic and drainage studies and the finalization of a subdivision agreement prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

- ii. **Applicant Presentation:** Doug Dreessen came up and spoke on behalf of the applicant. He presented a picture of the plat and offered to answer any questions they had in regards to the plat.
- iii. **Recommendation:** Sargus moved, seconded by Krzywicki for approval of the final plat, contingent on the approval of traffic and drainage studies and the finalization of a subdivision agreement prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan. **Ayes:** Wetuski, Miller, Sargus, Krzywicki, Malmquist, Gahan, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Circo, Dale, and Hill. **Motion Carried.** (7-0-3)

B. Public Hearing for Comprehensive Plan Amendment: Future Land Use Map – Lot 1

Harrison Hills – CBRE I MEGA

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, CBRE I MEGA, is requesting a Future Land Use Map amendment to allow for re-designation of Lot 1 Harrison Hills to an Industrial land use. The property is located east of the intersection of S. 118th Street and Emilie Street. Staff's recommendation is to approve of the amendment to the Future Land Use Map of the Comprehensive Plan from Commercial with a Gateway Corridor Overlay (Overlay District), to Industrial with a Gateway Corridor District (Overlay District), as the request is consistent with the Comprehensive Plan.
- ii. **Applicant Presentation:** Sam Garden came up and spoke on behalf of the applicant. He mentioned that this zoning change will add the greatest flexibility of their intended use of the land and that it is also the same zoning as the land directly adjacent to it.

Malmquist corrected the applicant and let him know this is the agenda item for the Comp. Plan amendment and the next agenda item is for the Zoning Map Amendment.

- iii. **Public Hearing – Malmquist opened the Public Hearing.**
Sargus asked if this gets approved and something happens and the plans don't come about, if that means it can be approved at a later time through this body as a heavy industrial.

Solberg said that the possibility is there if you do change a Future Land Use Map to industrial that in the future it can be changed to heavy industrial zoning because both are allowed through that industrial future land use, but of course it would have to come back to this commission and they would have to make that decision in the future if they believe that is warranted. He then noted that it would be butting a heavy industrial up to a light industrial and it would be the only lot zoned heavy industrial in that area, so you would be getting into spot zoning discussion at that point.

Krzywicki asked if Harrison Hills Apartments had been notified of this and if they had any comments or thoughts.

Solberg said that Harrison Hills Apartments is within the 300 foot radius and were included in the mailing and the notice was also posted in the paper. He said that they did not hear from them.

Malmquist closed the Public Hearing.

- iv. **Recommendation:** Miller moved, seconded by Wetuski to recommend approval of the amendment to the Future Land Use Map of the Comprehensive Plan from Commercial with a Gateway Corridor Overlay (Overlay District), to Industrial with a Gateway Corridor District (Overlay District), as the request is consistent with the Comprehensive Plan. **Ayes:** Wetuski, Miller, Sargus, Krzywicki, Malmquist, Gahan, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Circo, Dale, and Hill. **Motion Carried.** (7-0-3)

C. Public Hearing for Zoning Map Amendment (Rezoning) – Lot 1 Harrison Hills – CBRE I MEGA

- i. **Staff Report – Chris Solberg:** Solberg stated the applicant, CBRE I MEGA is requesting a Zoning Map Amendment to allow for the rezoning of Lot 1 Harrison Hills to I-1 PUD, Light Industrial Planned Unit Development and Gateway Overlay Corridor District, for the purpose of industrial development. The location of the lot is east of the intersection of S. 118th Street and Emilie Street. Staff recommends approval of the amendment to the Zoning Map (Rezoning) from C-3 Highway Commercial / Office Park with a Gateway Corridor District (Overlay District), to I-1 Light Industrial with a Gateway Corridor District (Overlay District) and a Planned Unit Development District (Overlay District), as depicted in the Zoning Map Amendment Exhibit, as the request is consistent with the Comprehensive Plan.
- ii. **Applicant Presentation:** Sam Garden came up and spoke on behalf of the applicant. He said that he believed that Chris captured it well and that he was there to answer any questions.
- iii. **Public Hearing: Malmquist opened the Public Hearing.**

Sargus asked if on the drawing of the Preliminary Plat showed what the land was going to be used for.

Garden said yes, the drawing shows what the preliminary use was going to be.

Sargus asked if he was able to say what the land was going to be used for.

Garden said that it is an existing La Vista business that is in light manufacturing and that it is clean use factory and laboratory type use and they're looking for a growth opportunity and this is the site that they selected.

Malmquist closed the Public Hearing.

- iv. **Recommendation:** Sargus moved, seconded by Miller to recommend approval of the amendment to the Zoning Map (Rezoning) from C-3 Highway Commercial /

Office Park with a Gateway Corridor District (Overlay District), to I-1 Light Industrial with a Gateway Corridor District (Overlay District) and a Planned Unit Development District (Overlay District), as depicted in the Zoning Map Amendment Exhibit, as the request is consistent with the Zoning Ordinance and the Comprehensive Plan. **Ayes: Wetuski, Miller, Sargus, Krzywicki, Malmquist, Gahan, and Alexander. Nays: None. Abstain: None. Absent: Circo, Dale, and Hill. Motion Carried. (7-0-3)**

D. Public Hearing on Planned Unit Development Rezoning and Site Plan – Restaurant Depot – JRD Real Estate VI, LLC

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, JRD Real Estate VI, LLC is requesting a PUD Rezoning and a PUD Site Plan approval for a possible development of a Limited Membership Wholesale Store on Lot 2, Harrison Hills, generally located southwest of S 118th Street and Harrison Street intersection. Staff has recommendations for each item. Staff recommends approval of the rezoning from C-3 Highway/Office Park District and Gateway Corridor District (Overlay District) to C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District) and Planned Unit Development District (Overlay District) as the rezoning request is consistent with the Comprehensive Plan and the Zoning Ordinance. Staff also recommends approval of the PUD Site Plan for a Limited Membership Wholesale Store, contingent on the finalization of the landscaping plan prior to the City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.
- ii. **Applicant Presentation:** Brian Grosse came up and spoke on behalf of the applicant. He mentioned that his company is the developer for Restaurant Depot. He said the Restaurant Depot is very excited to come and develop the first store in the state of Nebraska and that they have selected La Vista as their home. He said that Restaurant Depot is a wholesale, members only club that sells directly to the restaurant, bar and entertainment industry. They sell anything you could think of to run a restaurant from food items, to everything that one would need to operate a business. He then showed display boards to the commission illustrating the building and what they do. He said that they operate out of a 55,000 square foot building and showed where on the site it will be placed. He mentioned that they are going through the architectural review with staff as required. Grosse then said that they are asking for rezoning approval because of the nature of their business being a member's only type business, it makes more sense to be in a C-3. He also mentioned that the parking requirements are not such, even though they have a large footprint, they just don't have the need for the same type of parking you would need for a retail type application of the zoning code. They've asked for a more appropriate parking zoning for their use and the calculations for their use require about 157 spaces and they are showing 178 on the drawing. He said that all of the parking will be oriented towards Harrison and S 118th and will be kept completely separate from the truck access which will be off Emiline.
- iii. **Public Hearing: Malmquist opened the Public Hearing.**
Gahan asked if most of their customers or members order ahead and just pick up or do they actually shop inside.

Grosse said that they actually shop inside. He said that you can do either or. He mentioned that a lot of their repeat customers will place orders ahead of time, but that they still have customers that come in and shop the aisles.

Malmquist asked how many people would be employed out at the building.

Grosse said that they work in shifts and that he believed that a shift usually has about 25 employees, plus back stock. He said that looking at store operations, there would be about 100+ employees. He mentioned that they are open 7 days a week, 7am-7pm.

Krzywicki asked for more thorough clarification of the comments that were made in the Staff report, including information about right-in and right-out and the fact that the exiting traffic would have to take a longer route than they would normally like to.

Grosse showed again the drawings of the streets. He said that most of the traffic will be coming in at Harrison to 118th. He said that they originally proposed that they right-in and right-out at 118th so customers could enter the front and not have to do a U-turn to get back out to Harrison. He said that in talking to staff and recommendations, they have changed this to be a right-in only and all exiting traffic would have to go down to Emilie, to 118th and then to Harrison, which is an acceptable traffic movement.

Malmquist asked where the trucks would come in and go.

Grosse said that the trucks will enter and exit off of Emilie.

Malmquist asked if customers would also drive to the docking areas to pick up orders.

Grosse said that there will be delivery areas up front and employees will help customers if they need to.

Malmquist asked if staff's concerns have been addressed.

Solberg said that the staff's recommendation for the project has a contingency to resolve any remaining issues of the landscaping plan prior to City Council approval. He said that they have resubmitted a landscaping plan and the design review architect hasn't had a chance to review that yet.

Malmquist closed the Public Hearing.

- iv. **Recommendation - Rezoning:** Krzywicki moved, seconded by Alexander to recommend approval of the rezoning from C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District) to C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District), and Planned Unit Development District (Overlay District) as the rezoning request is

consistent with the Comprehensive Plan and the Zoning Ordinance. **Ayes: Wetuski, Miller, Sargus, Krzywicki, Malmquist, Gahan, and Alexander. Nays: None. Abstain: None. Absent: Circo, Dale, and Hill. Motion Carried. (7-0-3)**

v. **Recommendation – Site Plan:** Krzywicki moved, seconded by Alexander to recommend approval of the PUD Site Plan for a Limited Membership Wholesale Store, contingent on the finalization of the landscaping plan prior to City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance. **Ayes: Wetuski, Miller, Sargus, Krzywicki, Malmquist, Gahan, and Alexander. Nays: None. Abstain: None. Absent: Circo, Dale, and Hill. Motion Carried. (7-0-3)**

5. Comments from the Floor

No members of the public were present.

6. Comments from the Planning Commission

Krzywicki asked how things were going with the Multisport Complex as far as their financing.

Solberg said that he does not have an update on that right now and that things have not been finalized yet. He said that as soon as that happens, he will be able to give updated information.

Gahan asked about the gentleman out on 108th who operated heavy earth moving equipment at all hours of the night and had many complaints against, and wanted to know if that has ever been resolved.

Solberg said not yet. He said that the City filed a complaint with District Court regarding the issue. He actually has to report to the owner's deposition in early June, so there are some legal actions taking place to take care of that activity.

Sargus asked about the City Centre in regards to the amphitheater study and asked if the Council has taken action on that or if they already have.

Solberg said that that was just a study that was conducted for the City and Council doesn't have to take an action. He said that if they do decide to move forward with some type of amphitheater, then an action would be taken to enter into an RFP to acquire a design consultant to do the design for us. It would then go through Council approval for the design and construction.

Miller asked Kottmann about the streets in Southwind being torn up and asked if he knew what was going on 93rd Street.

Kottmann said that he is not personally involved in the project, but he does know that Rocky Henkel, our street superintendent, has a repair project going on over there where they are removing and replacing 11 panels.

7. Comments from Staff

Solberg mentioned that the final walls have come down and that Walmart is finally gone. He said that there are some things that need to be removed, but their main concern is the grading of the north part of the site, so they can start the development of the first 4 buildings. He said that they are expecting building permits in the very near future for that.

Solberg said that they are still working very diligently on the Comprehensive Plan and is hoping to bring the Planning Commission back into that fold here pretty soon.

8. Adjournment

Malmquist adjourned at 7:46p.m.

Reviewed by Planning Commission:

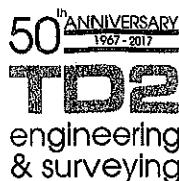
Planning Commission Secretary

Planning Commission Chairperson

Approval Date

A-4

INVOICE



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

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

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

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

Invoice number 120363
Date 04/25/2017

Project 0171-400 CITY OF LA VISTA -
MISCELLANEOUS SERVICES 2012-
CURRENT, CIVIL

Professional Services from February 6, 2017 through April 16, 2017

P.O. #17-0089

Description	Current Billed
Engineering Services	285.00
Brook Valley Sewer Agreement Archives.	
	Total 285.00

Invoice total 285.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
120363	04/25/2017	285.00	285.00				
	Total	285.00	285.00	0.00	0.00	0.00	0.00

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

O.K. to pay
EFMK 5-2-2017
02.42.03 03

Consent Agenda 5/16/17 (fb)

A-5

Invoice

 DLR Group

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

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

April 10, 2017
Project No: 10-17105-00
Invoice No: 0133507

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

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

Professional Personnel

	Hours	Rate	Amount
Senior Expert	22.50	235.00	5,287.50
Mechanical Engineering-Discipline Leader	2.00	235.00	470.00
Architecture-Sr. Professional	.50	175.00	87.50
Electrical Engineering-Sr. Prof.	1.00	175.00	175.00
Architecture-Professional	80.25	145.00	11,636.25
Structural Engineering-Professional	2.00	145.00	290.00
Administration-Professional Support	3.25	115.00	373.75
Totals	111.50		18,320.00
Total Labor			18,320.00

Billing Limits

	Current	Prior	To-Date
Labor	18,320.00	38,695.00	57,015.00
Limit			57,000.00
Consultants	0.00	18,000.00	18,000.00
Limit			18,000.00
Total Billings	18,320.00	56,695.00	75,015.00
Limit			75,000.00
Adjustment			-15.00

Total this Invoice **\$18,305.00**

Billings to Date

	Current	Prior	Total
Labor	18,305.00	38,695.00	57,000.00
Consultant	0.00	18,000.00	18,000.00
Expense	0.00	537.07	537.07
Totals	18,305.00	57,232.07	75,537.07

O.K. to pay

BNK 5-5-2017

CD-17-008

05.71.0909.003

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

Matthew Gulsvig, AIA, LEED AP

Consent Agenda 5/16/17 (D)

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

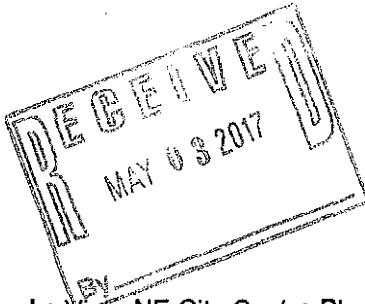
A-6

Invoice



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

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



April 25, 2017
Invoice No: 275819
Invoice Total \$24,862.25

OA Project No. B16-0546 La Vista NE City Centre Phase 1 Public Infrastructure
Professional services rendered March 12, 2017 through April 8, 2017 for work completed in accordance with agreement dated October 7, 2016.

NTP: 12.06.16

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

Phase	100	Due Diligence
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Labor

	Hours	Rate	Amount
Assistant Professional Simmons, Timothy	7.25	105.00	761.25 ✓
Designer Doty, Ryan	.25	98.00	24.50 ✓
Totals	7.50		785.75
Total Labor			785.75
			Total this Phase \$785.75

Phase	200	Phase 1 Infrastructure Design
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Labor

	Hours	Rate	Amount
Principal Galley, Eric	4.00	176.00	704.00 ✓
Leikam, Thomas	1.00	208.00	208.00 ✓
Assistant Professional Coburn, John	3.00	106.00	318.00 ✓
Golka, Michael	139.25	106.00	14,760.50 ✓
Niewohner, Philip	49.25	88.00	4,334.00 ✓

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	275819
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CAD Operator				
Turek, Zachary	26.75	48.00	1,284.00	✓
Vela, Jacob	1.00	48.00	48.00	
Totals	224.25		21,656.50	
Total Labor			21,656.50	
			Total this Phase	\$21,656.50

Phase	300	Project Management
-------	-----	--------------------

Labor

		Hours	Rate	Amount
Principal				
Egelhoff, Anthony	12.75	176.00	2,244.00	✓
Galley, Eric	1.00	176.00	176.00	✓
Totals	13.75		2,420.00	
Total Labor			2,420.00	
			Total this Phase	\$2,420.00

Phase	400	Construction Services
-------	-----	-----------------------

		Total this Phase	0.00
--	--	-------------------------	-------------

Billing Limits	Current	Prior	To-Date
Total Billings	24,862.25	97,025.71	121,887.96
Limit			438,000.00
Balance Remaining			316,112.04

AMOUNT DUE THIS INVOICE	\$24,862.25
--------------------------------	--------------------

Outstanding Invoices

Number	Date	Balance
273020	3/23/2017	33,028.29
Total		33,028.29

OK to pay

SMK 5-4-2017

CD-17-008

05.71.0909.003

Consent Agenda 5/16/17 

PAYMENT RECOMMENDATION NO. 1 ON CONTRACT FOR GOLF COURSE TRANFORMATION,
PHASE 1 GRADINGOwner: The City of La Vista, Nebraska
8116 Park View Blvd.
La Vista, NE 68128Contractor: Blade Masters Grounds Mntc, Inc.
P.O. Box 167
Bennington, NE 68007

ORIGINAL CONTRACT AMOUNT: \$1,121,368.50

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: NONE

Item	Description	Approx. Quantities	Unit Price	Amount
1	Mobilization	1 LS	\$ 33,000.00 / LS	\$ 33,000.00
2	Install and Maintain Construction Entrance	1 EA	\$ 9,000.00 / EA	\$ 9,000.00
3	Existing Lake Draining/Dewatering	0 EA	\$ 33,000.00 / EA	\$ 0.00
4	Clearing and Grubbing	1 LS	\$ 24,000.00 / LS	\$ 24,000.00
5	Exploratory Excavation	5.25 HRS	\$ 133.00 / HRS	\$ 698.25
6	Remove and Replace Topsoil (17,000 CY Moved Twice)	5,800 CY	\$ 3.00 / CY	\$ 17,400.00
7	Common Excavation with Placement on Site	900 CY	\$ 4.20 / CY	\$ 3,780.00
8	Lake Excavation with Placement on Site	0 CY	\$ 6.00 / CY	\$ 0.00
9	Lake Excavation with Haul Off to Contractor's Designated Site	0 CY	\$ 8.33 / CY	\$ 0.00
10	Lake Excavation with Haul Off to School Site	0 CY	\$ 6.33 / CY	\$ 0.00
11	Scarf, Recompack and Stabilize Lake Bottom	0 SY	\$ 0.40 / SY	\$ 0.00
12	Construct Temporary Crossing Over existing Storm Sewer	3 LS	\$ 1,000.00 / LS	\$ 3,000.00
13	Remove and Dispose of Debris Including Markers, Sprinkler Lines and Drains from Sand Traps	0 LS	\$ 6,000.00 / LS	\$ 0.00
14	Remove and Salvage Bridge	0 LS	\$ 4,500.00 / LS	\$ 0.00
15	Remove Articulated Concrete Block	0 SF	\$ 3.00 / SF	\$ 0.00
16	Remove Pump Structure Enclosure and Waterline	0 LS	\$ 2,000.00 / LS	\$ 0.00
17	Remove Wood Retaining Wail	0 LF	\$ 6.00 / LF	\$ 0.00
18	Remove Chain link Fence	70 LF	\$ 8.00 / LF	\$ 560.00
19	Remove Golf Net Pole and Base	0 EA	\$ 330.00 / EA	\$ 0.00
20	Remove P.C.C. Cart Path with Full Depth Saw Cut	0 SF	\$ 0.80 / SF	\$ 0.00

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

Item	Description	Approx. Quantities	Unit Price	Amount
21	Remove A.C.C. Cart Path	1,400 SF	\$ 0.80 / SF	\$ 1,120.00
22	Remove Rock Surfacing	0 SY	\$ 1.00 / SY	\$ 0.00
23	Remove Abandoned Water Line	0 LF	\$ 10.00 / LF	\$ 0.00
24	Remove Abandoned Sewer Line	0 LF	\$ 20.00 / LF	\$ 0.00
25	Silt Fence, in place	6,833 LF	\$ 2.75 / LF	\$ 18,790.75
26	Construct 6" P.C.C Trail	0 SF	\$ 5.00 / SF	\$ 0.00
27	Construct 9" P.C.C. Trail	0 SF	\$ 6.00 / SF	\$ 0.00
28	Place Type B Rip Rap with Geotextile Fabric	0 TON	\$ 60.00 / TON	\$ 0.00
29	Seeding and Fertilizer with Erosion Control Fabric	0 SY	\$ 1.55 / SY	\$ 0.00
30	Seeding and Fertilizer with Mulch	0 AC	\$ 2,700.00 / AC	\$ 0.00
TOTAL				\$ 111,349.00
LESS 10% RETAINED				<u>\$ 11,134.90</u>
AMOUNT DUE CONTRACTOR				\$ 100,214.10

We recommend that payment in the amount of \$100,214.10 be made to Blade Masters Grounds Mntc, Inc.

Respectfully submitted,


 Charles E. Riggs, P.E.
 Contract Engineer
 THOMPSON, DREESSEN & DORNER, INC.

CER/tjp

cc: Blade Masters Grounds Mntc, Inc.

O.K. to pay
 JMK 5-2-2017
 05.71.0916.003

Consent Agenda 5/16/17 (pl)

Check Payment to: AECOM Technical Services, Inc. ACH Payment to: AECOM Technical Services, Inc. Wire Transfer Payment to: AECOM Technical Services, Inc.
 An AECOM Company An AECOM Company An AECOM Company
 1178 Paysphere Circle Bank of America Bank of America
 Chicago, IL 60674 Account Number 5800937020 New York, NY 10001
 ABA Number 071000039 Account Number 5800937020
 SWIFT CODE BOFAUS3N
 ABA Number 026009593

303 East Wacker Drive, Suite 1400, Chicago, IL 60601
 Tel: 312-373-7700 Fax: 312-373-6800

Federal Tax ID No. 95-2661922

ATTN: RITA RAMIREZ
 CITY OF LA VISTA
 8116 PARK VIEW BLVD.
 LA VISTA, NEBRASKA 68128-2198

Invoice Date: 02-MAY-17
 Invoice Number: 37907740

Agreement Number: 60530043
 Agreement Description: Local Authority - 3810440

Payment Term: 30 NET

Please reference Invoice Number and Project Number with Remittance

Project Number : 60530043
 Bill Through Date : 04-FEB-17 - 07-APR-17

Project Name : LaVista-New Amphitheater Feasibility Study

Project Manager: Chris Brewer
 Purchase Order No: 162573 RRamirez@cityoflavista.org

Phase LumpSum

Task Number	Description	Percent		Earned	Previous	Current
		Fee Complete	100.00%			
01	Project Kickoff	5,000.00	100.00%	5,000.00	5,000.00	0.00
02	Economic Analysis	3,500.00	100.00%	3,500.00	3,500.00	0.00
03	Local Market/Support	7,500.00	100.00%	7,500.00	5,625.00	1,875.00
04	Compete Facilities	10,000.00	100.00%	10,000.00	6,500.00	3,500.00
05	Compare Fac/Market	10,000.00	100.00%	10,000.00	6,000.00	4,000.00
06	Physical Site Analysis	6,500.00	100.00%	6,500.00	0.00	6,500.00
07	Conclusion/Recom	3,000.00	100.00%	3,000.00	0.00	3,000.00
08	Demand Projection	7,000.00	100.00%	7,000.00	0.00	7,000.00
09	Finance Pro Forma	14,000.00	100.00%	14,000.00	0.00	14,000.00

Total Phase Lump Sum: 39,875.00

Task Number : 300

Task Name: Travel Expenses

Reimbursable

Expenditure Type	Employee/Vendor Name	Date	Inv Number	Billed Amt
Subcontractor Exempt	THE ROONEY SPORTS & ENTERTAINMENT	31-JAN-17	RCL855710635	812.76

Total Reimbursable 812.76

Task Total : Travel Expenses 812.76

Project Total : LaVista-New Amphitheater Feasibility Study 40,687.76

Summary*** We expect another invoice to cover remaining reimbursable expenses associated with travel.

Billing Summaries

Billing Summary	Current	Prior	Total	Total Fee	Percent Complete
Billing	40,687.76	29,034.03	69,721.79	68,909.03	101.18
Billing Total :	40,687.76	29,034.03	69,721.79		

16,53,0303

R. Ramirez
 5-5-17

Consent Agenda 5/16/17 (P)

User: AHultberg

DB: La Vista

Check #

A-9

Check #	Check Date	Vendor Name	Amount	Voided
123979	05/03/2017	ANDERSON EXCAVATING COMPANY	83,624.50	N
123980	05/03/2017	BRIAN BURKE	44.00	N
123981	05/03/2017	CITY OF OMAHA	24,453.00	N
123982	05/03/2017	DI MAURO, JAYSON	44.00	N
123983	05/03/2017	HDR ENGINEERING INC	5,014.22	N
123984	05/03/2017	HELWIG, JOHN	44.00	N
123985	05/03/2017	ROCKY HENKEL	84.00	N
123986	05/03/2017	IVERSON, DENNIS	44.00	N
123987	05/03/2017	KELLER, RON	44.00	N
123988	05/03/2017	PABLO NAVARRETE	44.00	N
123989	05/03/2017	NE DEPT OF LABOR-WORKFORCE DEV	5,304.00	N
123990	05/03/2017	OMAHA PUBLIC POWER DISTRICT	13,242.42	N
123991	05/03/2017	PLUTA, DON	44.00	N
123992	05/03/2017	SCARPA, DAN	44.00	N
123993	05/03/2017	SEFFRON, RANDY	44.00	N
123994	05/03/2017	SEVENER,DUTCH	44.00	N
123995	05/03/2017	THOMPSON DREESSEN & DORNER	12,416.94	N
123996	05/03/2017	UHE, ROBERT	44.00	N
123997	05/03/2017	ULRICH, BEN	44.00	N
27(E)	05/16/2017	BANK OF NEBRASKA	6,132.54	N
28(E)	05/16/2017	ENTERPRISE FM TRUST	1,160.02	N
29(E)	05/16/2017	LEAF CAPITAL FUNDING LLC	1,400.00	N
30(E)	05/16/2017	MANPOWER	8,569.11	N
31(E)	05/16/2017	MARCO INCORPORATED	696.39	N
32(E)	05/16/2017	NE DEPT OF REVENUE-SALES TAX	1,977.90	N
33(E)	05/16/2017	PAYFLEX SYSTEMS USA INC	562.65	N
34(E)	05/16/2017	PITNEY BOWES-EFT POSTAGE	1,281.00	N
35(E)	05/16/2017	TOSHIBA FINANCIAL SERVICES	254.80	N
123998	05/16/2017	3E-ELECTRICAL ENGINEERING	246.36	N
123999	05/16/2017	4 SEASONS AWARDS	34.00	N
124000	05/16/2017	A & D TECHNICAL SUPPLY COMPANY	8.37	N
124001	05/16/2017	AMERICAN HERITAGE LIFE INSURANCE	1,434.91	N
124002	05/16/2017	APWA-AMER PUBLIC WORKS ASSN	960.00	N
124003	05/16/2017	ARTHUR J GALLAGHER RISK	8,689.00	N
124004	05/16/2017	ASPHALT & CONCRETE MATERIALS	270.47	N
124005	05/16/2017	AUSTIN PETERS GROUP INC	1,520.57	N
124006	05/16/2017	BLACK HILLS ENERGY	336.66	N
124007	05/16/2017	BOBCAT OF OMAHA	245.00	N
124008	05/16/2017	BROWNELLS INC	77.93	N
124009	05/16/2017	BRYAN HILL ENTERTAINMENT	425.00	N
124010	05/16/2017	BUILDERS SUPPLY CO INC	27.53	N
124011	05/16/2017	CENTURY LINK	568.43	N
124012	05/16/2017	CENTURY LINK BUSN SVCS	70.76	N
124013	05/16/2017	CITY OF PAPILLION	179,932.38	N
124014	05/16/2017	CIVICPLUS	15,570.63	N
124015	05/16/2017	CORNHUSKER STATE INDUSTRIES	1,277.96	N
124016	05/16/2017	COX COMMUNICATIONS	277.40	N
124017	05/16/2017	EDGEWEAR SCREEN PRINTING	1,235.75	N
124018	05/16/2017	EMBASSY SUITES HOTEL	852.23	N
124019	05/16/2017	EXCHANGE BANK	305.79	N
124020	05/16/2017	FILTER CARE	36.20	N
124021	05/16/2017	FIRE & SAFETY 101	1,057.08	N
124022	05/16/2017	FIRST WIRELESS INC	352.80	N
124023	05/16/2017	FITZGERALD SCHORR BARMETTLER	32,316.75	N
124024	05/16/2017	FLEETPRIDE	154.00	N
124025	05/16/2017	FUN SERVICES - OM	1,489.00	N
124026	05/16/2017	GCR TIRES & SERVICE	144.99	N
124027	05/16/2017	GENUINE PARTS COMPANY-OMAHA	745.30	N
124028	05/16/2017	GRAYBAR ELECTRIC COMPANY INC	64.12	N
124029	05/16/2017	GREAT PLAINS UNIFORMS	220.00	N

User: AHultberg

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
124030	05/16/2017	GT DISTRIBUTORS INC - AUSTIN	1,109.70	N
124031	05/16/2017	HAMILTON COLOR LAB INC	2,293.18	N
124032	05/16/2017	HANEY SHOE STORE	373.97	N
124033	05/16/2017	HARBOR FREIGHT TOOLS	39.98	N
124034	05/16/2017	HEIMES CORPORATION	284.52	N
124035	05/16/2017	CHRISTINE HOIT	280.00	N
124036	05/16/2017	HY-VEE INC	94.00	N
124037	05/16/2017	INSIGHT PUBLIC SECTOR	637.40	N
124038	05/16/2017	KRIHA FLUID POWER CO INC	69.52	N
124039	05/16/2017	LARSEN SUPPLY COMPANY	22.58	N
124040	05/16/2017	LOGAN CONTRACTORS SUPPLY	673.63	N
124041	05/16/2017	LOU'S SPORTING GOODS	142.01	N
124042	05/16/2017	LOVELAND GRASS PAD	2,468.70	N
124043	05/16/2017	LOWE'S CREDIT SERVICES	68.80	N
124044	05/16/2017	MAX I WALKER UNIFORM RENTAL	337.77	N
124045	05/16/2017	MC CUNE, MARK L	1,600.00	N
124046	05/16/2017	MENARDS-RALSTON	196.74	N
124047	05/16/2017	METROPOLITAN UTILITIES DIST.	125.79	N
124048	05/16/2017	MULHALL'S	10,023.65	N
124049	05/16/2017	NATIONAL ENTERTAINMENT	1,150.00	N
124050	05/16/2017	NATIONAL LEAGUE OF CITIES	1,489.00	N
124051	05/16/2017	NEBRASKA CONCRETE & AGGREGATES	290.00	N
124052	05/16/2017	NMC EXCHANGE LLC	770.07	N
124053	05/16/2017	NUTS AND BOLTS INCORPORATED	6.06	N
124054	05/16/2017	O'REILLY AUTOMOTIVE STORES INC	55.15	N
124055	05/16/2017	OFFICE DEPOT INC	831.90	N
124056	05/16/2017	OMAHA PUBLIC POWER DISTRICT	50,520.28	N
124059	05/16/2017	ONE CALL CONCEPTS INC	295.68	N
124060	05/16/2017	PAPILLION SANITATION	918.94	N
124061	05/16/2017	PETTY CASH-PAM BUETHE	300.00	N
124062	05/16/2017	PITNEY BOWES GLOBAL FIN SVCS	657.59	N
124063	05/16/2017	PLAINS EQUIPMENT GROUP	2,915.68	N
124064	05/16/2017	REGAL AWARDS OF DISTINCTION	628.95	N
124065	05/16/2017	RETRIEVEX	302.98	N
124066	05/16/2017	SARPY COUNTY CHAMBER OF	120.00	N
124067	05/16/2017	SHAMROCK CONCRETE COMPANY	2,961.21	N
124068	05/16/2017	TOSHIBA FINANCIAL SERVICES	138.00	N
124069	05/16/2017	UNITE PRIVATE NETWORKS LLC	3,850.00	N
124070	05/16/2017	UNITED DISTRIBUTORS INC	76.19	N
124071	05/16/2017	WICK'S STERLING TRUCKS INC	70.25	N
124072	05/16/2017	ZIMCO SUPPLY COMPANY	1,364.00	N
			TOTAL:	508,202.73

APPROVED BY COUNCIL MEMBERS ON: 05/16/2017

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 16, 2017 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR FLUM AMENDMENT AND REZONING, LOT 1, HARRISON HILLS (SE OF 118 TH & EMILINE STREET)	<input checked="" type="checkbox"/> RESOLUTION (1) <input checked="" type="checkbox"/> ORDINANCE (1) <input type="checkbox"/> RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled to consider an amendment to the Future Land Use Map of the Comprehensive Plan and a rezoning for approximately 26.22 acres located southeast of 118th Street and Emilie Street.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an amendment to the Future Land Use Map of the Comprehensive Plan and a rezoning application by CBRE/MEGA, on behalf of the property owner, Harrison I-80, LLC, on approximately 26.22 acres currently described as Lot 1, Harrison Hills. The property is generally located southeast of 118th Street and Emilie Street.

The purpose of the request is to allow for the lot to be re-designated to an industrial land use and zoning. A detailed staff report is attached.

The Planning Commission held a public hearing on April 20, 2017, and unanimously recommended approval of the amendment to the Future Land Use Map of the Comprehensive Plan and the rezoning as the request is consistent with the Comprehensive Plan and Zoning Ordinance.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, IN SUPPORT OF AMENDING THE FUTURE LAND USE MAP PORTION OF THE COMPREHENSIVE PLAN.

WHEREAS, the Future Land Use map contains an area of approximately 26 acres located southeast of 118th Street and Emilie Street designated as "Commercial"; and

WHEREAS, the Planning Commission has recommended approval of a request to amend the Future Land Use Map of the Comprehensive Plan for approximately 26 acres from "Commercial" to "Industrial" land use; and

WHEREAS, the requested amendment is compatible with the surrounding land uses;

WHEREAS, an amendment to the Future Land Use Map is appropriate and consistent with the land use policies of the Comprehensive Plan; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, hereby directs the City Administrator to prepare the necessary amendment to the Future Land Use Map of the Comprehensive Plan southeast of 118th Street and Emilie Street for approximately 26 acres from "Commercial" to "Industrial" land use as identified in the attached Exhibit A.

PASSED AND APPROVED THIS 16TH DAY OF MAY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Mandy Garrod, CMC
Deputy City Clerk

ORDINANCE NO. _____

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.

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

Section 1. Approval of Rezoning. On April 20, 2017, the La Vista Planning Commission conducted a public hearing on the matter of rezoning the tract of land set forth in Section 2 of this ordinance and reported to the City Council that it recommended approval of the zoning of said tract be changed from "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) to "I-1" Light Industrial District, Gateway Corridor District (Overlay District) and PUD Planned Unit Development District (Overlay District). On May 16, 2017, the City Council held a public hearing on said proposed change in zoning and found and determined that said proposed changes in zoning are advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices, including published notice, written notice to adjacent property owners and notice posted at the properties, were duly given pursuant to Section 9.01 of the Zoning Ordinance. The City Council hereby approves said proposed changes in zoning as set forth in Section 2 of this ordinance.

Section 2. Amendment of the Official Zoning Map. Pursuant to Article 3 of the Zoning Ordinance, the following described tract of land is hereby rezoned from "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) to "I-1" Light Industrial District, Gateway Corridor District (Overlay District) and PUD Planned Unit Development District (Overlay District), and the Official Zoning Map of the City of La Vista is hereby amended to reflect the changes in zoning of the following described tracts of land from "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) to "I-1" Light Industrial District, Gateway Corridor District (Overlay District) and PUD Planned Unit Development District (Overlay District):

Lot 1, Harrison Hills, located in the NW 1/4 of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

The amended version of the official zoning map of the City of La Vista is hereby adopted and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

"This is to certify that this is the official zoning map referred to in Article 3
Section 3.02 of Ordinance No. 848 of the City of La Vista, Nebraska"

and shall show the date of the adoption of that ordinance and this amendment.

Section 3. Effective Date. This ordinance shall be in full force and effect upon the date passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF MAY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Mandy Garrod, CMC
Deputy City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: CPA-17-0001
PRZ-17-0002

For Hearing of:
Report Prepared on:

May 16, 2017
May 1, 2017

I. GENERAL INFORMATION

A. APPLICANT:

CBRE|MEGA
11213 Davenport Street, Suite 300
Omaha, NE 68154

B. PROPERTY OWNER:

Harrison I-80, LLC
10855 West Dodge Road, Suite 270
Omaha, NE 68154

C. LOCATION: East of the intersection of S 118th Street and Emiline Street.

D. LEGAL DESCRIPTION: Lot 1 Harrison Hills

E. REQUESTED ACTION(S):

1. Comprehensive Plan Amendment – Amend Future Land Use Map from Commercial with a Gateway Corridor District (Overlay District) to Industrial with a Gateway Corridor District (Overlay District)
2. Zoning Map Amendment (Rezoning) from C-3 with a Gateway Corridor District (Overlay District) to I-1 Light Industrial with a Gateway Corridor District (Overlay District) and PUD – Planned Unit Development District (Overlay District)

F. EXISTING ZONING AND LAND USE:

C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District); the property is currently vacant.

G. PURPOSE OF REQUEST:

1. Future Land Use Map amendment to allow for the re-designation of Lot 1 Harrison Hills to an Industrial land use.
2. Zoning Map Amendment to allow for the rezoning of Lot 1 Harrison Hills to I-1 PUD, Light Industrial Planned Unit Development and Gateway Corridor District, for the purpose of industrial development

H. SIZE OF SITE: 26.22 Acres

3. The current Gateway Corridor District (Overlay District), combined with a Planned Unit Development (PUD) Overlay District would aid in providing a transition from the Industrial uses south of the subject property to the commercial and multi-family zoning to the north and east of the subject property.

V. STAFF RECOMMENDATION – Amendment to the Comprehensive Plan – Future Land Use Map:

Staff recommends approval of the amendment to the Future Land Use Map of the Comprehensive Plan from Commercial with a Gateway Corridor Overlay (Overlay District), to Industrial with a Gateway Corridor District (Overlay District), as the request is consistent with the Comprehensive Plan.

VI. PLANNING COMMISSION RECOMMENDATION – Amendment to the Comprehensive Plan – Future Land Use Map:

The Planning Commission held a public hearing on April 20, 2017 and unanimously voted to recommend approval of the amendment to the Future Land Use Map of the Comprehensive Plan from Commercial with a Gateway Corridor Overlay (Overlay District), to Industrial with a Gateway Corridor District (Overlay District), as the request is consistent with the Comprehensive Plan.

VII. STAFF RECOMMENDATION – Amendment to the Zoning Map (Rezoning):

Staff recommends approval of the amendment to the Zoning Map (Rezoning) from C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District), to I-1 Light Industrial District with a Gateway Corridor District (Overlay District) and a Planned Unit Development (PUD) Overlay District, as depicted in the Zoning Map Amendment Exhibit, as the request is consistent with the Zoning Ordinance and the Comprehensive Plan.

VIII. PLANNING COMMISSION RECOMMENDATION – Amendment to the Zoning Map (Rezoning):

The Planning Commission held a public hearing on April 20, 2017 and unanimously voted to recommend approval of the amendment to the Zoning Map (Rezoning) from C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District), to I-1 Light Industrial District with a Gateway Corridor District (Overlay District) and a Planned Unit Development (PUD) Overlay District, as depicted in the Zoning Map Amendment Exhibit, as the request is consistent with the Zoning Ordinance and the Comprehensive Plan.

IX. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review Letters
3. Applicant Response Letter
4. Zoning Map Amendment Exhibit
5. Future Land Use Map Amendment Exhibit

VII. COPIES OF REPORT SENT TO:

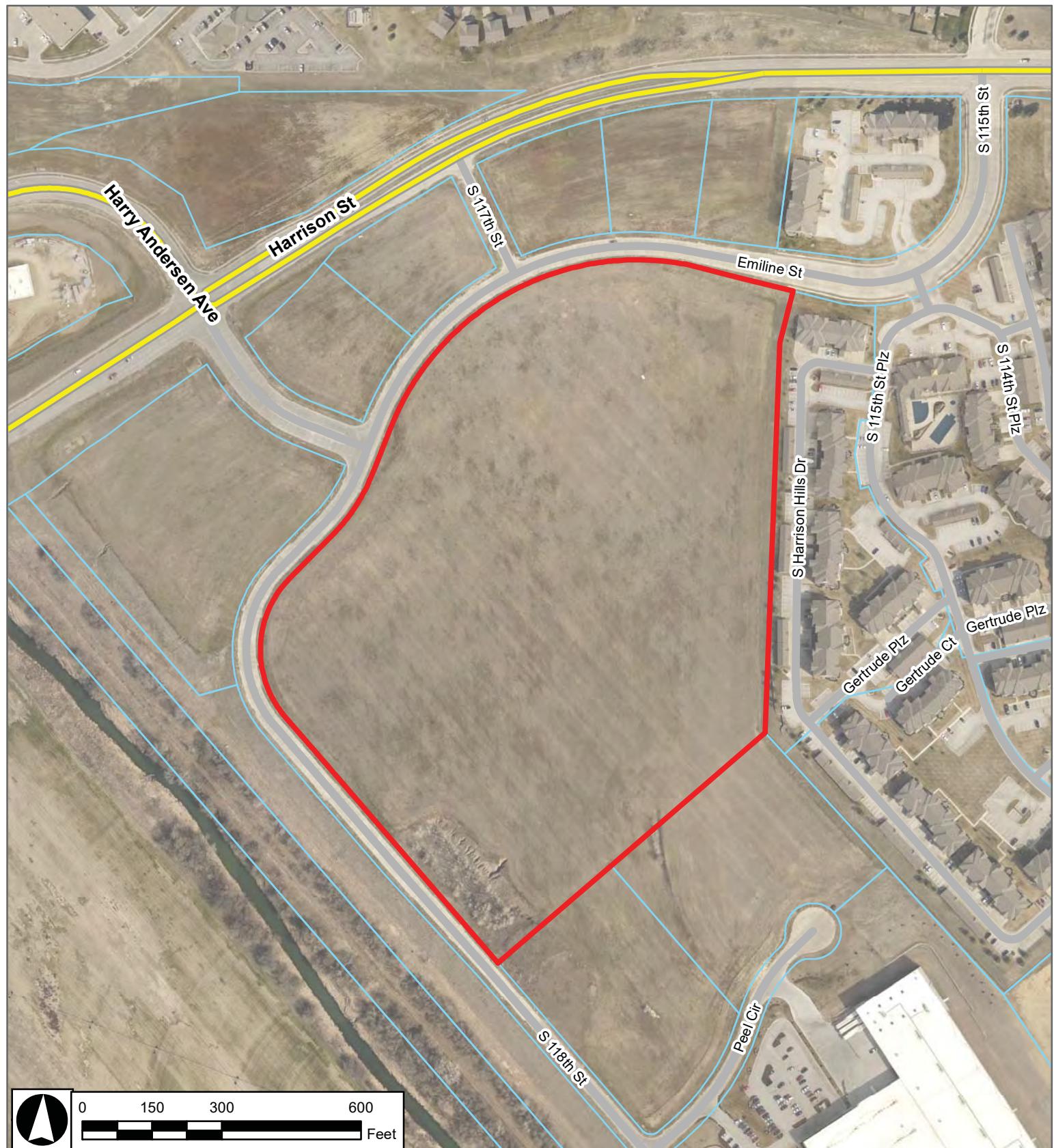
1. Sam Garden, CBRE|MEGA
2. Sal Carta, Harrison I-80 LLC
3. Dawn Danley, DLR Group
4. Public Upon Request

Prepared by:

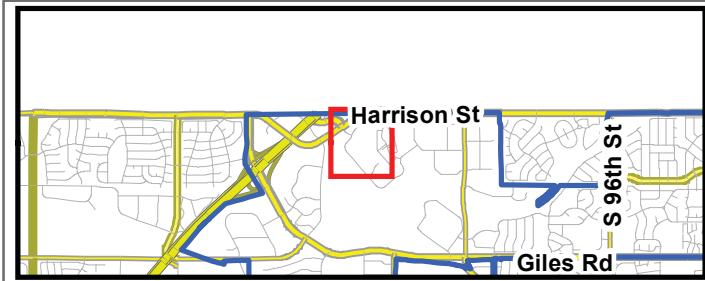
Community Development Director

5-11-17

Date



Project Vicinity Map



Lot 1 - Harrison Hills

4/12/2017

JMC





March 27, 2017

Sam Garden
CBRE-MEGA
11213 Davenport Street
Omaha, NE 68154

RE: Future Land Use Map Amendment, Zoning Map Amendment
Lot 1 Harrison Hills

Mr. Garden,

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 Comprehensive Plan and the Zoning Ordinance the City has the following comments:

Future Land Use Map Amendment

1. City staff will prepare the necessary documentation regarding the request to amend the Future Land Use Map to designate Lot 1 Harrison Hills as Industrial.

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

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

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

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

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

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

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

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

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

www.cityoflavista.org
info@cityoflavista.org

Zoning Map Amendment

2. The application lists the proposed rezoning from C-3 Highway Commercial/Office Park District to I-1 Light Industrial District. However the current zoning includes a Gateway Corridor District (Building Design Review Overlay District) in addition to the base C-3 zoning. This overlay district would need to be added to your rezoning request of the new base zoning of I-1.
3. Due to the possible impacts of industrial development upon adjoining commercial and residential properties, the City will only be in favor of an I-1 zoning designation with the Gateway Corridor District and with the addition of a Planned Unit Development (PUD) overlay district.

This requires the development and approval of site plan prior to construction.

4. The zoning regulations would require a 30 foot buffer with screening where the proposed I-1 zoning abuts residential (R-3) zoning. The proposed site driveway with a 25 foot setback notation does not comply.
5. A traffic study based on the proposed development needs to be provided for consideration of the rezoning request. A copy of the recent Restaurant Depot traffic study on Lot 2 Harrison Hills can be provided for the application's reference.

The study should address the intersections of 118th and Harrison (changes to existing signalization and adequate turn bays), 118th and Emilie (for any changes to stop controls), and 115th and Harrison (examination of signal warrants and adequate turn bays).

6. Existing sewer utilities are adequate for either zoning classification.

Please submit revised documentation by March 30, 2017 as our internal publication deadline for the April 20, 2017 Planning Commission meeting is March 31, 2017. Resubmittals should be comprised of 4 full size copies (along with electronic copies) 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
Dawn Danley, DLR Group



March 30, 2017

Mr. Christopher Solberg
City Planner
City of La Vista
La Vista, NE

RE Future Land Use Map Amendment, Zoning Map Amendment, Lot 1 Harrison Hills

Dear Mr. Solberg,

The letter is in response to your letter dated March 27, 2017 regarding our rezoning application. The following is our response to each of the comments and requests included in your letter.

Future Land Use Map Amendment

1. Acknowledged.

Zoning Map Amendment

2. A revised application is enclosed which includes the revisions to include the Gateway Corridor District.
3. A revised application is enclosed which includes the revisions to include the Planned Unit Development overlay district.
4. A revised site plan is enclosed which addresses the revised buffer requested.
5. As confirmed in our phone conversation on March 29, 2017 and via the attached email, we acknowledge that a traffic study will be a requirement of the PUD site plan application process and that nothing is required at this time to complete the rezoning application approval process.
6. Acknowledged.

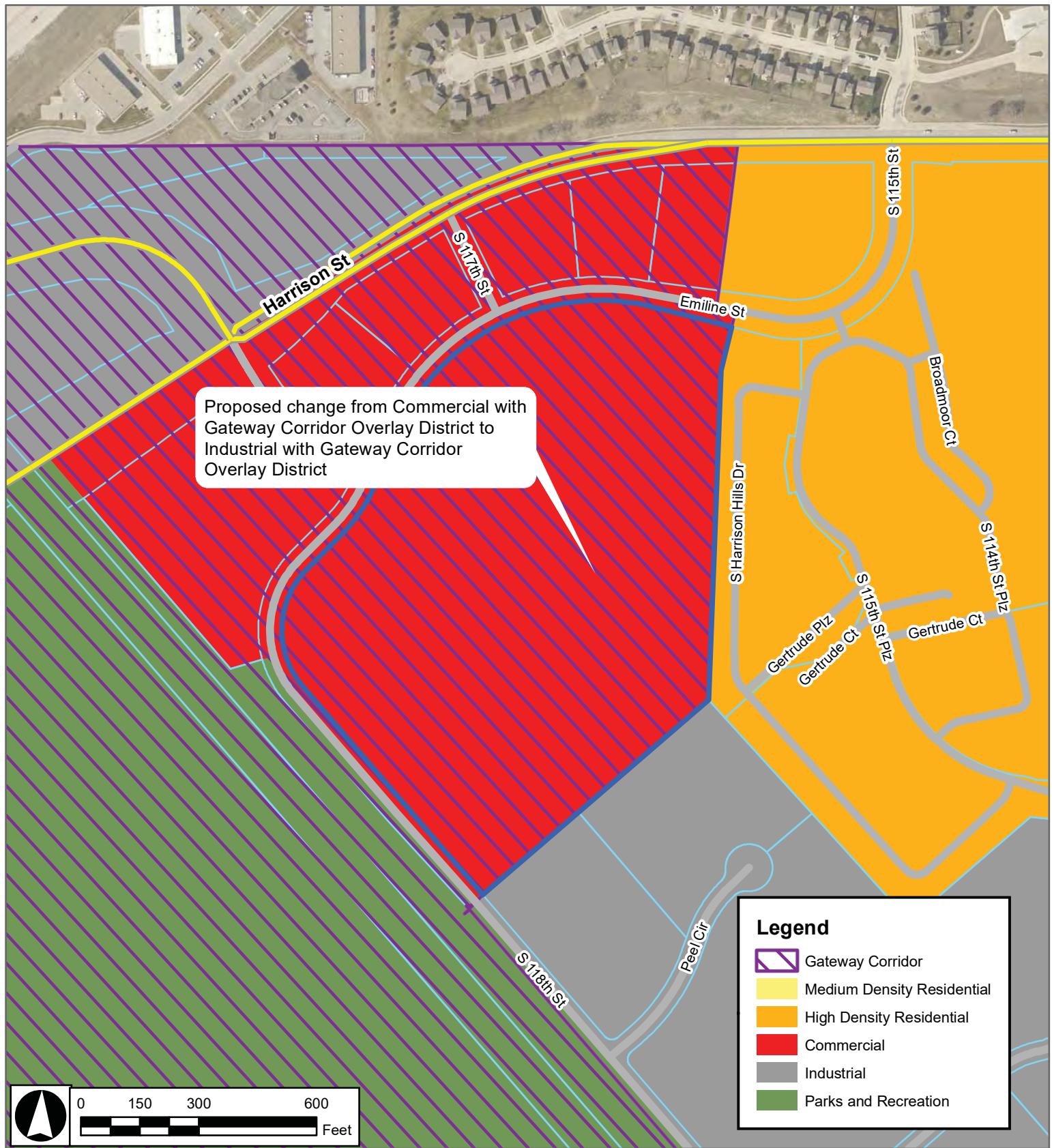
Please contact me at 402-321-1007 or sgarden@cbre-mega.com if you have any questions.

Sincerely,

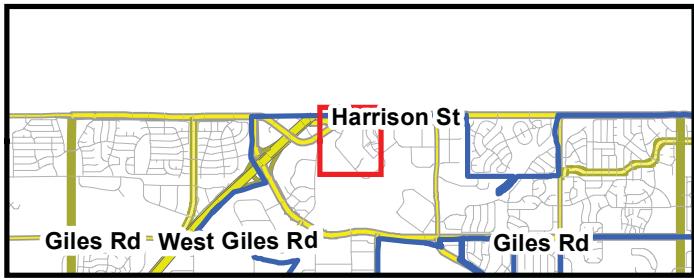
Sam Garden
Director, Project Management

Attachments: Rezoning Application
Revised Site Plan
Email confirmation of traffic study requirements

Cc: Dawn Danley, DLR Group



Future Land Use Map Amendment Exhibit

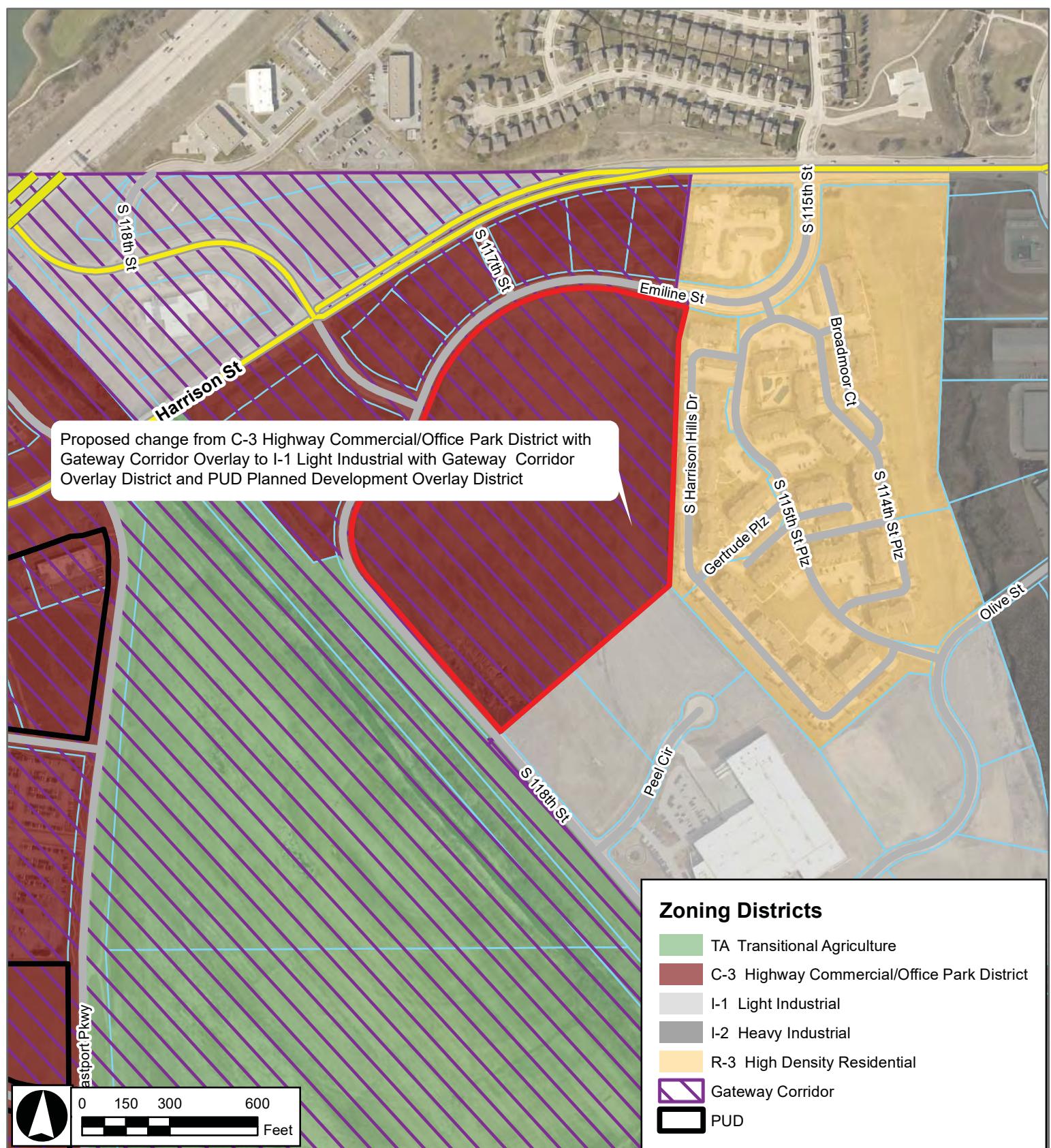


Lot 1 - Harrison Hills

4/12/2017

JMC





Zoning Map Amendment Exhibit

Lot 1 Harrison Hills

4/12/2017

JMC



HARRISON HILLS

LOTS 1 THRU 18, INCLUSIVE AND OUTLOT A,
IS A PLATTING OF PART OF THE NW 1/4, TOGETHER WITH PART OF THE WEST 1/2 OF THE NE 1/4, PART OF THE NW
1/4 OF THE SE 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 ALL IN SECTION 17, T14N, R12E OF THE 5th P.M.,
SARPY COUNTY, NEBRASKA.



THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD
OMAHA, NE 68154
(402) 330 - 8860

2

738-120

HARRISON HILLS

38120SALES.DWG

SITE LAYOUT
HARRISON HILLS SITE EVALUATION



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 16, 2017 AGENDA**

Subject:	Type:	Submitted By:
REZONING AND PUD SITE PLAN APPROVAL — LOT 2, HARRISON HILLS (SW OF 118 TH STREET & HARRISON STREET)	RESOLUTION ◆ ORDINANCE (2) RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled to consider a rezoning and a PUD Site Plan and ordinance for approximately 5.35 acres located southwest of 118th Street and Harrison Street.

FISCAL IMPACT

None.

RECOMMENDATION

Approval, contingent on finalization of the landscaping plan.

BACKGROUND

A public hearing has been scheduled to consider an application by JRD Real Estate VI, LLC, on behalf of the property owner, Harrison I-80, LLC, for approval of a rezoning and a PUD Site Plan and ordinance for the purpose of constructing a limited membership wholesale store, Restaurant Depot, on Lot 2, Harrison Hills.

A detailed staff report is attached.

The Planning Commission held a public hearing on April 20, 2017, and unanimously voted to recommend approval of the rezoning and PUD Site Plan, contingent on the finalization of the landscaping plan prior to City Council, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ORDINANCE NO. _____

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.

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

Section 1. Approval of Rezoning. On April 20, 2017, the La Vista Planning Commission conducted a public hearing on the matter of rezoning the tract of land set forth in Section 2 of this ordinance and reported to the City Council that it recommended approval of the zoning of said tract be changed from "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) to "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) and PUD Planned Unit Development District (Overlay District). On May 16, 2017, the City Council held a public hearing on said proposed change in zoning and found and determined that said proposed changes in zoning are advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices, including published notice, written notice to adjacent property owners and notice posted at the properties, were duly given pursuant to Section 9.01 of the Zoning Ordinance. The City Council hereby approves said proposed changes in zoning as set forth in Section 2 of this ordinance.

Section 2. Amendment of the Official Zoning Map. Pursuant to Article 3 of the Zoning

Ordinance, the following described tract of land is hereby rezoned from "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) to "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) and PUD Planned Unit Development District (Overlay District), and the Official Zoning Map of the City of La Vista is hereby amended to reflect the changes in zoning of the following described tracts of land from "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) to "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) and PUD Planned Unit Development District (Overlay District):

Lot 2, Harrison Hills, located in the NW 1/4 of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

The amended version of the official zoning map of the City of La Vista is hereby adopted and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

"This is to certify that this is the official zoning map referred to in Article 3
Section 3.02 of Ordinance No. 848 of the City of La Vista, Nebraska"

and shall show the date of the adoption of that ordinance and this amendment.

Section 3. Effective Date. This ordinance shall be in full force and effect upon the date passage, approval and publication as provided by law.
PASSED AND APPROVED THIS 16TH DAY OF MAY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Mandy Garrod, CMC
Deputy City Clerk
K:\APPSS\City Hall\ORDINANCES\Harrison Hills Lt 2 - Rezone 05.16.17.Doc



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PPUD-17-0002

For Hearing of: May 16, 2017
Report Prepared on: May 2, 2017

I. GENERAL INFORMATION

- A. APPLICANT:** JRD Real Estate VI, LLC
- B. PROPERTY OWNER:** Harrison I-80, LLC
- C. LOCATION:** Southwest of 118th Street and Harrison Street intersection
- D. LEGAL DESCRIPTION:** Lot 2, Harrison Hills
- E. REQUESTED ACTION(S):**
 - Rezoning from C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District) to C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District), and a Planned Unit Development (PUD) District (Overlay District).
 - Planned Unit Development (PUD) Site Plan to allow for a Limited Membership Wholesale Store.
- F. EXISTING ZONING AND LAND USE:**
C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District); the property is currently vacant.
- G. PROPOSED USES:** Developer wishes to construct a Limited Membership Wholesale Store.
- H. SIZE OF SITE:** 5.35 Acres.

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The existing site is vacant ground that has a gradual downward grade to the southwest.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 1. **North:** Progressive Insurance; I-1 Light Industrial and Gateway Corridor District (Overlay District)
 2. **West:** "Sod Farm" - Vacant; TA Transitional Agriculture District and Gateway Corridor District (Overlay District)

3. **South:** “Sod Farm” - Vacant; TA Transitional Agriculture District and Gateway Corridor District (Overlay District)
4. **East:** Vacant; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)

C. RELEVANT CASE HISTORY: N/A

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses.
- B. OTHER PLANS:** N/A
- C. TRAFFIC AND ACCESS:**
 1. The proposed Restaurant Depot development is expected to generate approximately 1,840 daily weekday vehicle-trips, including 185 vehicle-trips during the AM peak hour and 220 vehicle-trips during the PM peak hour.
 2. All critical movements at proposed site drive are anticipated to operate at Level Of Service (LOS) “A” during the AM and PM peak periods under 2018 build traffic conditions.
 3. The 2017 existing traffic volumes and 2018 build volumes at the intersection of 115th Street/116th Street with Harrison Street do not satisfy the Manual of Uniform Traffic Control Devices (MUTCD) traffic signal warrants 1 or 2.
 4. A right-in only entrance to the project allows for inbound access off of S 118th Street, south of the Harrison Street intersection. Full access points exist at two locations along S 118th Street after its intersection with Emilie Street.
- D. UTILITIES:** All utilities are available to the site.
- E. PARKING REQUIREMENTS:**
 1. As the zoning ordinance does not specifically address this type of commercial wholesale use, the proposed PUD ordinance allows for the “Limited Membership Wholesale Store”, providing for a minimum parking ratio of 1 parking space per 350 square feet of gross floor area. The proposed 55,060 sq. ft. building would require 157 parking stalls.
 2. The parking stall count proposed in the PUD ordinance provides for 178 parking stalls.
- F. LANDSCAPING:**
 1. The landscaping plan has been reviewed as per the Gateway Corridor District design guidelines. Comments regarding the landscaping plan are stated within the design review letters from the City’s Design

Review Architect and the staff review letter that are attached to this report. The documents provided to the City Council have been revised since the last review letter to address these comments.

G. BUILDING DESIGN:

1. The building design will be reviewed as part of the design review process that is required for developments within the Gateway Corridor District prior to building permit approval. The design review process will be conducted outside of the PUD approval process, with the exception of the review of the landscaping plan.
2. As per Section 4.III.A of the Gateway Corridor District Guidelines, all light fixtures will need to meet the requirements of Appendix B of the guideline. Review of the proposed site lighting will be conducted at the time of design review for the main structure.
3. The design of the monument sign will need to comply with Section 4.V of the Gateway Corridor District Guidelines. Review of the monument sign in relation to these regulations will be conducted at time of sign permit application.

IV. REVIEW COMMENTS:

1. The Papillion Fire Marshall's office has reviewed the revised Emergency Vehicle Turning Plan and has approved of the revisions.

V. STAFF RECOMMENDATION – REZONING:

Approval of the rezoning from C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District) to C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District), and Planned Unit Development District (Overlay District) as the rezoning request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. STAFF RECOMMENDATION – PUD SITE PLAN:

Approval of the PUD Site Plan for a Limited Membership Wholesale Store, contingent on the finalization of the landscaping plan prior to building design review approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. PLANNING COMMISSION RECOMMENDATION – REZONING:

The Planning Commission held a public hearing on April 20, 2017 and unanimously voted to recommend approval of the rezoning from C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District) to C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District), and Planned Unit Development District (Overlay District) as the rezoning request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VIII. PLANNING COMMISSION RECOMMENDATION – PUD SITE PLAN:

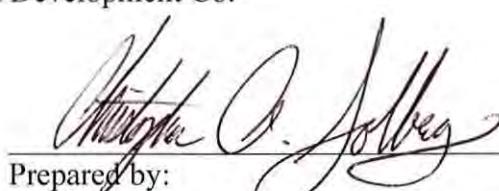
The Planning Commission held a public hearing on April 20, 2017 and unanimously voted to recommend approval of the PUD Site Plan for a Limited Membership Wholesale Store, contingent on the finalization of the landscaping plan prior to building design review approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

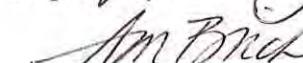
IX. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review and Consultant Response Letters
3. Design Review Architect's Letter
4. Zoning Map Amendment Exhibit
5. Draft PUD Site Plan

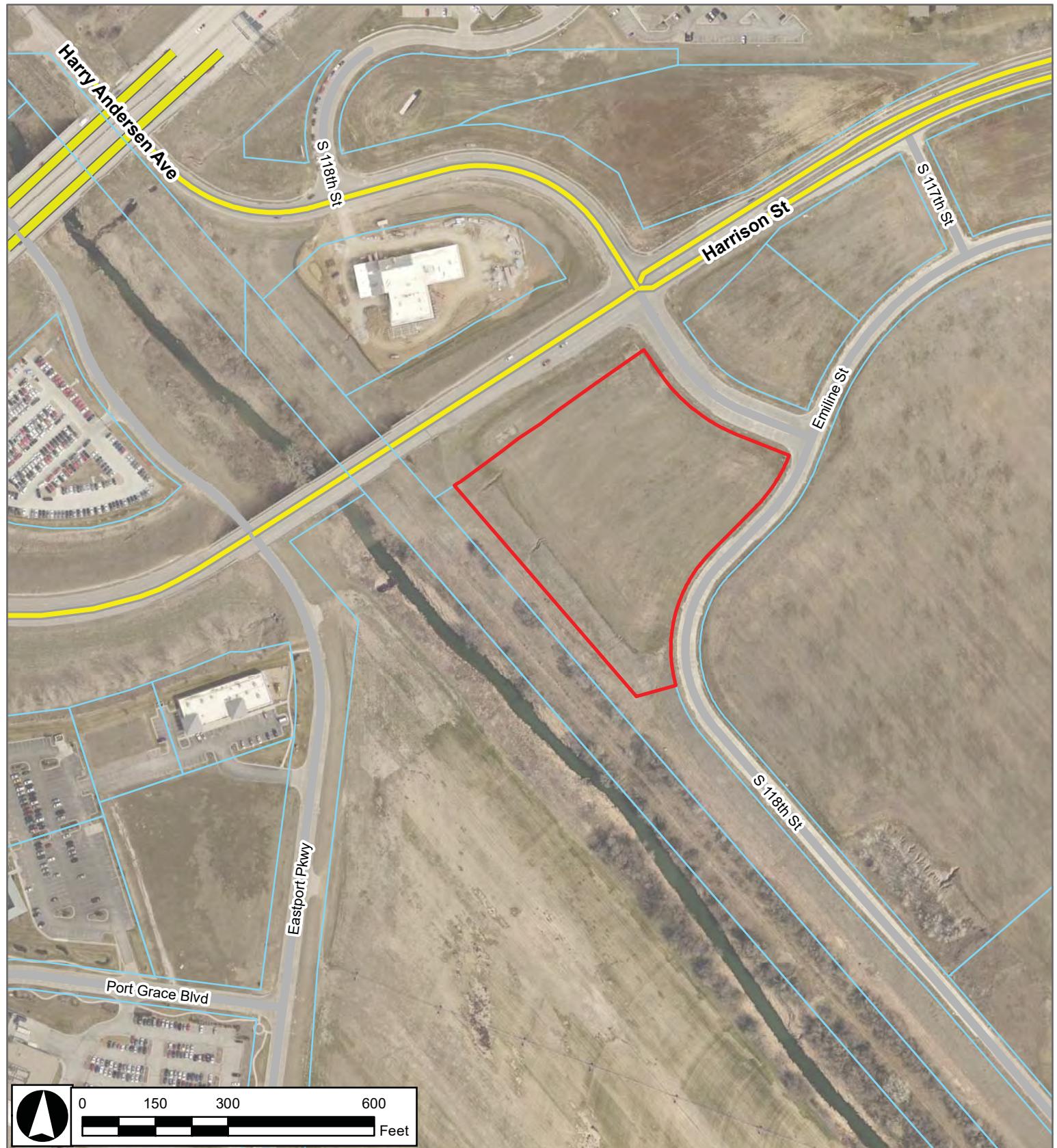
X. COPIES OF REPORT TO:

1. Richard Denieli, JRD Real Estate VI, LLC
2. Salvador Carta, Harrison I-80, LLC
3. Ben Drews, TD2 Engineering and Surveying
4. Brian Grassa, Cedarwood Development Co.
5. Public Upon Request

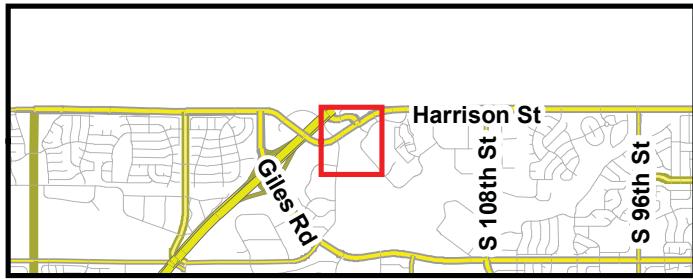


Prepared by: _____
 5-11-17

Community Development Director Date



Project Vicinity Map



Lot 2 - Harrison Hills

4-12-2017

JMC



March 22, 2017



Brian Grassa
Cedarwood Development Co.
1765 Merriman Road
Akron, OH 44313

RE: Planned Unit Development (PUD) Rezoning and Site Plan – Initial Review
Lot 2 Harrison Hills
Restaurant Depot

Mr. Grassa,

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 5.15.04.01 requires the applicant to submit a proposed schedule of construction. This document was not provided in the application packet.
2. In regards to the considerations of Article 5.15.04.06 the proposed right-in/right-out access onto 118th Street needs to be revised to a right-in only access with appropriate on-site signage to indicate no exit at that location. The traffic study recommends providing “No U-Turn” signage at the intersection of 118th and Emilie to address the vehicles leaving via the 118th Street access. Drivers are unlikely to obey the prohibition because the alternative is inconvenient. If they do obey the No U-Turn sign, they will have to go through the apartment neighborhood to reach the intersection at 115th/116th and Harrison which is not signalized. The vast majority would be trying to turn left at this location to go back to I-80 or Harry Andersen. In fact, the traffic study shows only 7 to 11 existing vehicles using the 115th/116th intersection during peak hours to turn right to go eastbound. This would indicate either very little usage of the 118th Street right-out exit or else many U-turn movements. Other comments on the traffic study will be provided at the end of this letter.
3. In regards to Article 5.15.04.21, exterior lighting needs to be addressed and shown on the PUD plan.
4. Proposed trash enclosures and/or compactors need to be identified on the PUD plan with appropriate screening.

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

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

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

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

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

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

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

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

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

www.cityoflavista.org
info@cityoflavista.org

5. The PUD Site Plan provides the locations of two proposed monument signs. Setbacks for these signs need to be dimensioned on the plan. The minimum setback for monument signs is 10 feet.
6. The proposed public sidewalks need to be 5 feet wide. A notation needs to be added to the PUD Site Plan.
7. In regards to Article 5.15.05.04, there is a statement on the PUD Site Plan about storm water management. This needs to acknowledge the criterion for no increase in the 2-year storm event peak flow between pre and post development conditions. A new storm sewer pipe to the West Papillion Creek has been indicated. At building permit time, this will need to be coordinated with the West Papillion Creek trail that is currently in design as the proposed pipe will have to cross that trail and cross property owned by the Papio-Missouri River Natural Resources District (former UPRR right of way). A Corps permit for discharge into the West Papillion Creek may also be needed. Staff recommends avoiding this new pipe to the West Papillion Creek if possible.
8. Building renderings were submitted in the initial application package for compliance in regards to Article 5.15.05.07. As directed, a notation has been included on the renderings to confirm that the renderings are preliminary. Final design of the development will be conducted separately through the City's design review process to ensure compliance with the Gateway Corridor Design Guidelines. Design review approval will be required prior to application for building permit.
9. The call-out for the equipment screening wall on the Emergency Vehicle Turning plan is pointing to the wrong location.
10. The Papillion Fire Marshal's office has prepared a memo regarding the Emergency Vehicle Turning plan. It is attached for your review.
11. The landscaping plan needs a note added about irrigation as per Article 5.17.05.03.
12. 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.

Traffic Impact Study Review

13. As noted above, the City Engineer recommends that the access onto 118th Street be revised to a right-in only access. The traffic study shows only 6(9) vehicles leaving this access in the am(pm) peak hours. So, elimination would seem to be of little impact or inconvenience to the project.

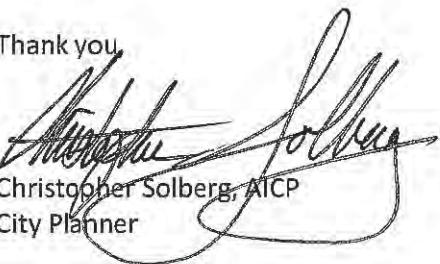
14. In regards to the left-turn phasing warrant at the intersection of 118th and Harrison a discussion with the traffic engineering consultant, FHU, indicated that crash history was not reviewed. Due to citizen concerns about this intersection, specifically requesting left-turn arrows, staff will be working directly with FHU to ensure that the evaluation is thorough and complete in its analysis.

Additionally, a draft PUD Ordinance will be provided in the near future for review. This ordinance will include language to allow this specific use and set parking minimums for the use as well.

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

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

Thank you,

A handwritten signature in black ink, appearing to read "Christopher Solberg".

Christopher Solberg, AICP
City Planner

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Ben Drews, TD2 Engineering & Surveying



Memorandum

To: Chris Solberg, City Planner

From: Rich Uhl, Fire Marshal

Date: 3/22/2017

Re: Restaurant Depot Plan Review

Chris,

After having reviewed the Restaurant Depot plan set I am not satisfied with the depiction rendered for the emergency vehicle turning radii. The path they show does not even approach the building. It appears to me that the large island just inside of the 118th St. entrance will pose a problem for apparatus access, especially if cars are parked in the lot.

Thank you,

Rich Uhl

Fire Marshal

Papillion Fire Rescue Dept.

March 27, 2017

Mr. Christopher Solberg, AICP
City Planner
City of La Vista
8116 PARK view Blvd.
La Vista, NE 68128-2198

RE: Planned Unit Development (PUD) Rezoning and Site Plan
Lot 2 Harrison Hills – Restaurant Depot
RESPONSE LETTER

Dear Mr. Solberg:

In response to the March 22nd City Review Letter, we offer the following written response supplemented by revised drawings prepared and submitted by TD2:

1. Construction Schedule – We intend to start construction after all permits and approvals are obtained. Currently we plan to start in September 2017 with completion of construction in August 2018 and Store Opening in September – October 2018.
2. Right-In / Right-Out on 118th Street – We have modified our proposal to include a Right-In Only along 118th street. Supplemental on-site signage will be installed as required by the City of La Vista to indicate “no-exit” at this drive.
3. Exterior Lighting – We have supplemented our original submission to detail exterior lighting on Sheets E-SPA1 through E-SPA5.
4. Trash Enclosures – The enclosed trash compactor has been added to our plan.
5. Monument Sign Setbacks – We have added the dimension(s) to our plans indicating compliance with the Setback Requirements.
6. Public Sidewalk Widths – The sidewalks have been dimensioned to be five-foot wide as required.
7. Strom Water Management – The SWM Statement has been updated to reflect the new plan for storm water and includes proper notes matching the City of La Vista requirements for peak storm events.
8. Building Elevations – Acknowledged. Formal submission of these plans was provided to the City last week.
9. Equipment Screening Callout – The screening wall callout has been removed.
10. Fire Marshals' Review Letter – We have adjusted the Vehicle Turning Plan to show the path through the site allowing access approaching the buildings.

11. Irrigation – The Landscape Drawing(s) have been revised to add the notes for irrigation.
12. Landscape Plan – We have updated the landscape plan and included it in the resubmittal.
13. TIS Review – As noted in Item 2 above, we have changed the entrance to Right-In only.
14. Left Turn Phasing Warrant – Acknowledged.

Please let me know if you need any further clarifications and/or supporting documentation for this resubmittal. We look forward to presenting to the Board on April 20, 2017.

Sincerely,



Brian M. Grassa
Senior Director of Development
Cedarwood Development

Cc: Richard Danieli – Restaurant Depot
Ben Drews – TD2
Heather Mize – ADA Architects

Christopher Solberg

From: Christopher Solberg
Sent: Tuesday, April 04, 2017 11:30 AM
To: bdrews@td2co.com
Subject: Restaurant Depot PUD Landscaping Plan
Attachments: Lot 2, HH, Restaurant Depot PUD-SCHEMMER.PDF

Ben,

I've received the following comments regarding the PUD Landscaping Plan for the proposed Restaurant Depot from the City's Design Review Architect. Note that these comments do not include comments from City staff regarding the second submittal received last week. Please wait for the second round of comments from City staff before resubmitting.

Attached are some graphic comments to go along with the list below.

- 1) All proposed plant species and the required variety are consistent with the guidelines.
- 2) No natural, undulating site forms are indicated. My PDF sketch notes show some possible locations around the perimeter of the property.
- 3) The dock area should be better screened by coniferous trees to limit street views in summer and winter.
- 4) I don't see any site service equipment indicated yet (e.g. transformer) but those will need to be screened.

Regards,

Christopher A. Solberg, AICP

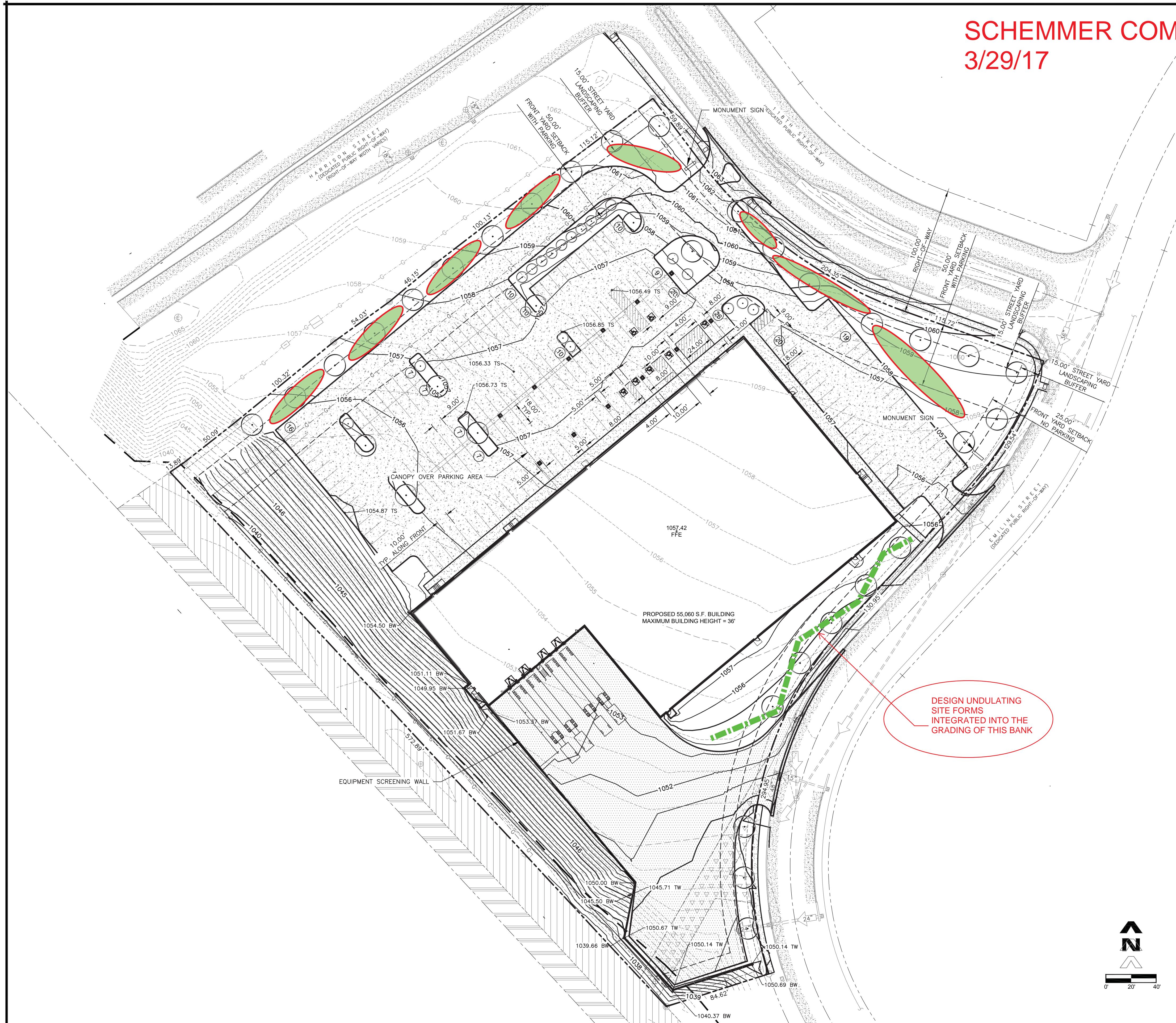
City Planner

City of La Vista

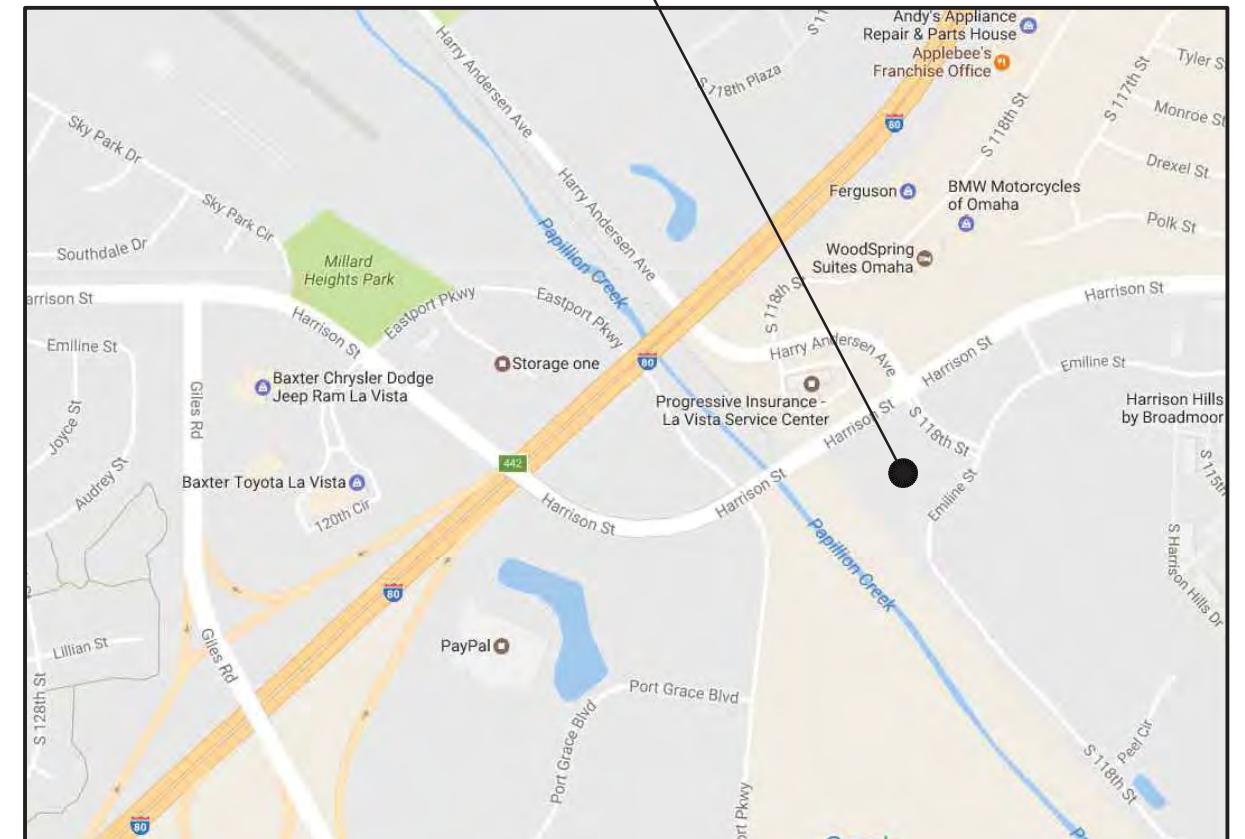
8116 Park View Blvd.
La Vista, NE 68128-2198
P: 402.593.6400
D: 402.593.6402



SCHEMMER COMMENTS 3/29/17



PROJECT LOCATION



VICINITY MAP



LEGAL DESCRIPTION

LOT 2, HARRISON HILLS, LA VISTA, SARPY COUNTY, NEBRASKA

LEGEND

- PROPOSED 6" UNIFORM THICKNESS P.C.C. PAVEMENT
- PROPOSED 4" UNIFORM THICKNESS P.C.C. PAVEMENT
- PROPOSED 8" UNIFORM THICKNESS P.C.C. PAVEMENT

GENERAL PROVISIONS

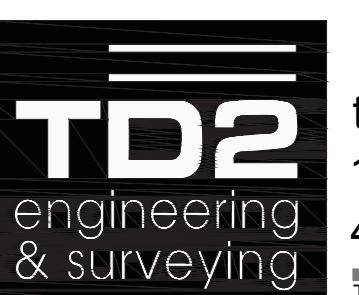
PARKING SUMMARY	
STALL TYPE	STALLS
STANDARD STALLS	171
HANDICAP STALLS	7
TOTAL STALLS	178
REQUIRED STALLS 1 PER 200 SF	276

A waiver is being requested to reduce the number of required stalls.

NET AREA: 5.36 ACRES
BUILDING COVERAGE: 55,060 SF
GROSS FLOOR AREA: 55,060 SF

SANITARY SEWER SHALL BE CONNECTED TO THE EXISTING SANITARY SEWER WITHIN EMILINE STREET

STORM STORM WATER WILL BE TREATED FOR THE 1" STORM AS WELL AS ANADDED 125% OF THE EXISTING FLOW. TWO 42" DIA UNDULATING STORM SEWER SYSTEMS WILL BE USED, ONE CONNECTING TO THE 42" STORM SEWER IN THE SOUTHEAST CORNER OF THE PROPERTY, THE OTHER WILL BE DISCHARGED VIA PIPE TO THE WEST PAPILLION CREEK.



thompson, dreessen & dorner, inc.
10836 Old Mill Rd Omaha, NE 68154
402.330.8860
www.td2co.com

TD2 DRAWING # 2019-163

DATE 03-03-17

JOB NO. 16356

PUD SITE
PLAN

SHEET NO.

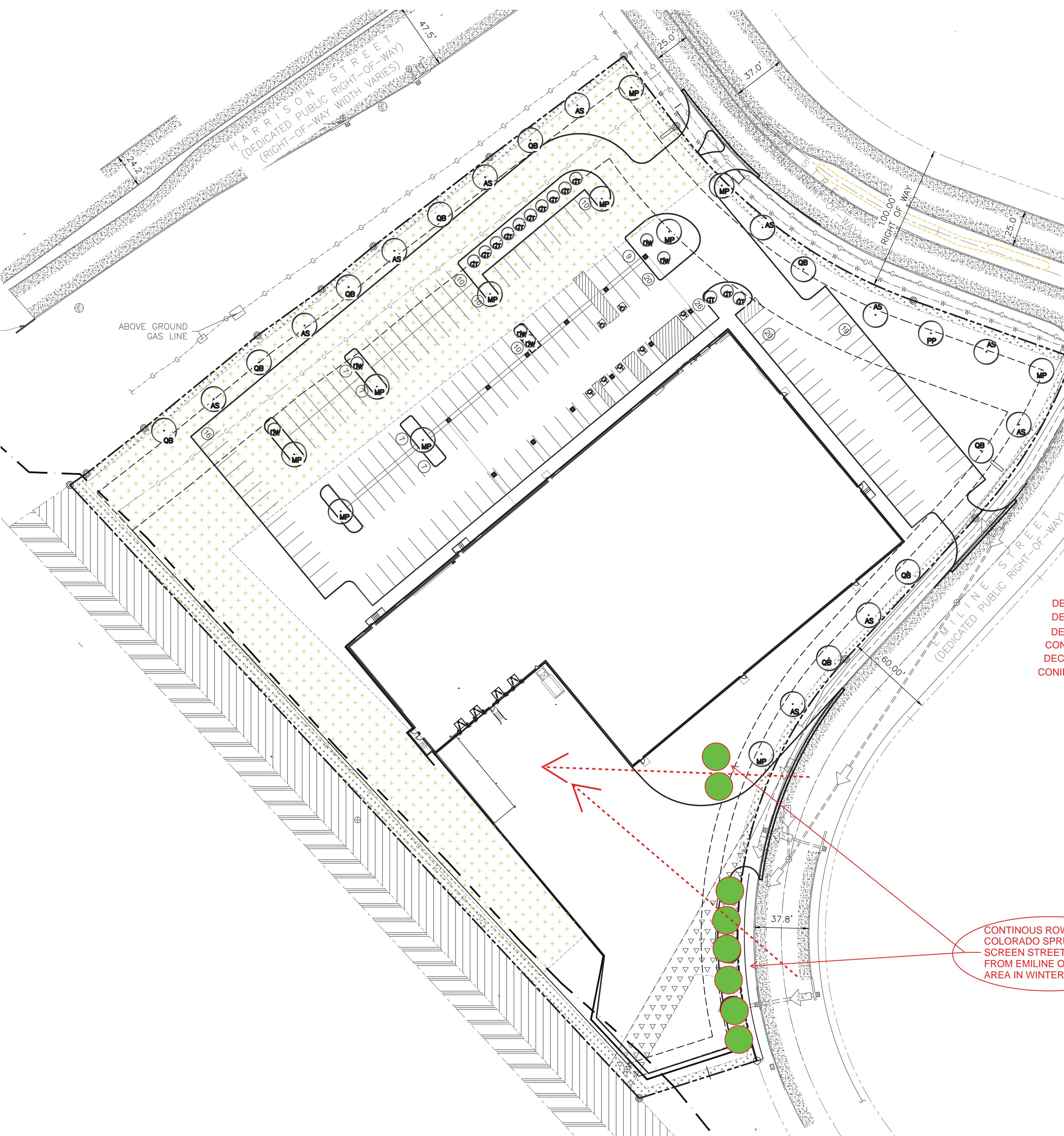


17710 Detroit Avenue Lakewood, Ohio 44107
Phone (216) 521-5134 Fax (216) 521-4824
www.adearchitects.cc

#	DATE	TYPE
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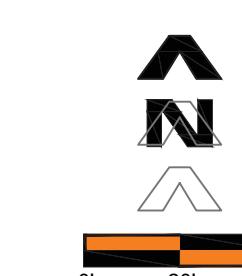
SCHEMMER COMMENTS

3/29/17

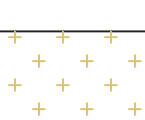


Plant Schedule									
Key	Common Name	Botanical Name	Size @ Planting	Planting Method	Design	Size	Planting Spacing	Quantity	
					ht.	spnd.			
DECIDUOUS TREE									
AS	Freeman Maple "Marmo"	<i>Acer x fremanii</i>	2.5" cal.	Gro Bag	60'	40'	40'	7	
QB	Swamp White Oak	<i>Quercus bicolor</i>	2.5" cal.	Gro Bag	60'	40'	40'	5	
MP	Prairifire Crab	<i>Malus 'Prairifire'</i>	2.5" cal.	Gro Bag	20'	20	40	8	
PP	Colorado Spruce	<i>Picea Pungens</i>	6' Tall	Gro Bag	50'	20	40'	1	
DW	Dogwood	<i>Firedance Red Twig</i>	5 Gallon	Container	4'	5	35'	4	
GT	Green Tam Juniper	<i>Juniperus Sabina 'Tamariscifolia'</i>	5 Gallon	Container	2'	8'	5'	3	

EASEMENT PLANT SCHEDULE— PENDING APPROVAL FROM PARTIES TO GAS LINE EASEMENT									
KEY	COMMON NAME	BOTANICAL NAME	SIZE @ PLANTING	PLANTING METHOD	DESIGN	SIZE	PLANTING SPACING	QUANTITY	
					HT.	SPRD.			
DECIDUOUS TREE									
AS	Freeman Maple "Marmo	<i>Acer x fremanii</i>	2.5" cal.	Gro Bag	60'	40'	40'	5	
QB	Swamp White Oak	<i>Quercus bicolor</i>	2.5" cal.	Gro Bag	60'	40'	40'	5	
MP	Prairifire Crab	<i>Malus 'Prairifire'</i>	2.5" cal.	Gro Bag	20'	20	40	5	
DW	Dogwood	<i>Firedance Red Twig</i>	5 Gallon	Container	4'	5	35'	2	
GT	Green Tam Juniper	<i>Juniperus Sabina 'Tamariscifolia'</i>	5 Gallon	Container	2'	8'	5'	10	



LEGEND



GAS LINE EASEMENT AREA
REQUIRING LANDSCAPING
APPROVAL

The logo for TD2 engineering & surveying. It features the letters 'TD2' in a large, bold, orange sans-serif font. Above 'TD2' are three horizontal white lines of increasing length from left to right. Below 'TD2' is the text 'engineering & surveying' in a smaller, white, sans-serif font.

thompson, dreessen & dorner, inc.
10836 Old Mill Rd Omaha, NE 68154
402.330.8860 www.td2co.com

TD2 DRAWING # 2019-163

DATE _____

JOB NO. 16356

LANDSCAPING PLAN

SHEET NO. _____

Restaurant Depot / LA VISTA, NE

???

LA VISTA, NEBRASKA

THESE DOCUMENTS CONTAIN INFORMATION PROPRIETARY TO ADA ARCHITECTS, INC.
UNAUTHORIZED USE OF THESE DOCUMENTS IS EXPRESSLY PROHIBITED UNLESS AGREED UPON IN WRITING

REVISIONS	#	DATE	TYPE
	1		
	2		
	3		
	4		
	5		
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	9		
	10		
	11		
	12		



17710 Detroit Avenue Lakewood, Ohio 44107
Phone (216) 521-5134 Fax (216) 521-4824
www.adaarchitects.cc

From: Christopher Solberg
To: bdrews@td2co.com
Subject: FW: Restaurant Depot Landscaping Plan
Date: Thursday, May 04, 2017 10:01:00 AM
Attachments: [image002.png](#)
[image004.png](#)
[image001.png](#)

Ben,

Please see Schemmer's comments regarding the landscaping plan below.

Thank you,

Christopher A. Solberg, AICP

City Planner

City of La Vista

From: Heaney, Scott [mailto:sheaney@schemmer.com]
Sent: Thursday, May 04, 2017 9:50 AM
To: Christopher Solberg
Subject: RE: Restaurant Depot Landscaping Plan

Chris,

I've reviewed the revised PUD site drawings and of the 3 original major concerns only 1 has been fully addressed.

- 1) The visual screening of the dock areas from the road has been addressed with coniferous trees.
- 2) Undulating site forms are showing up on the grading plan at the southeast side of the building and some of the northeast corner lawn areas, but there is nothing indicated along the northwest property line. This area is likely going to be too narrow to do much with varied topo lines, so mounded berms would be recommended.
- 3) The plant species indicated and sizes have not been revised and many are still not compliant.

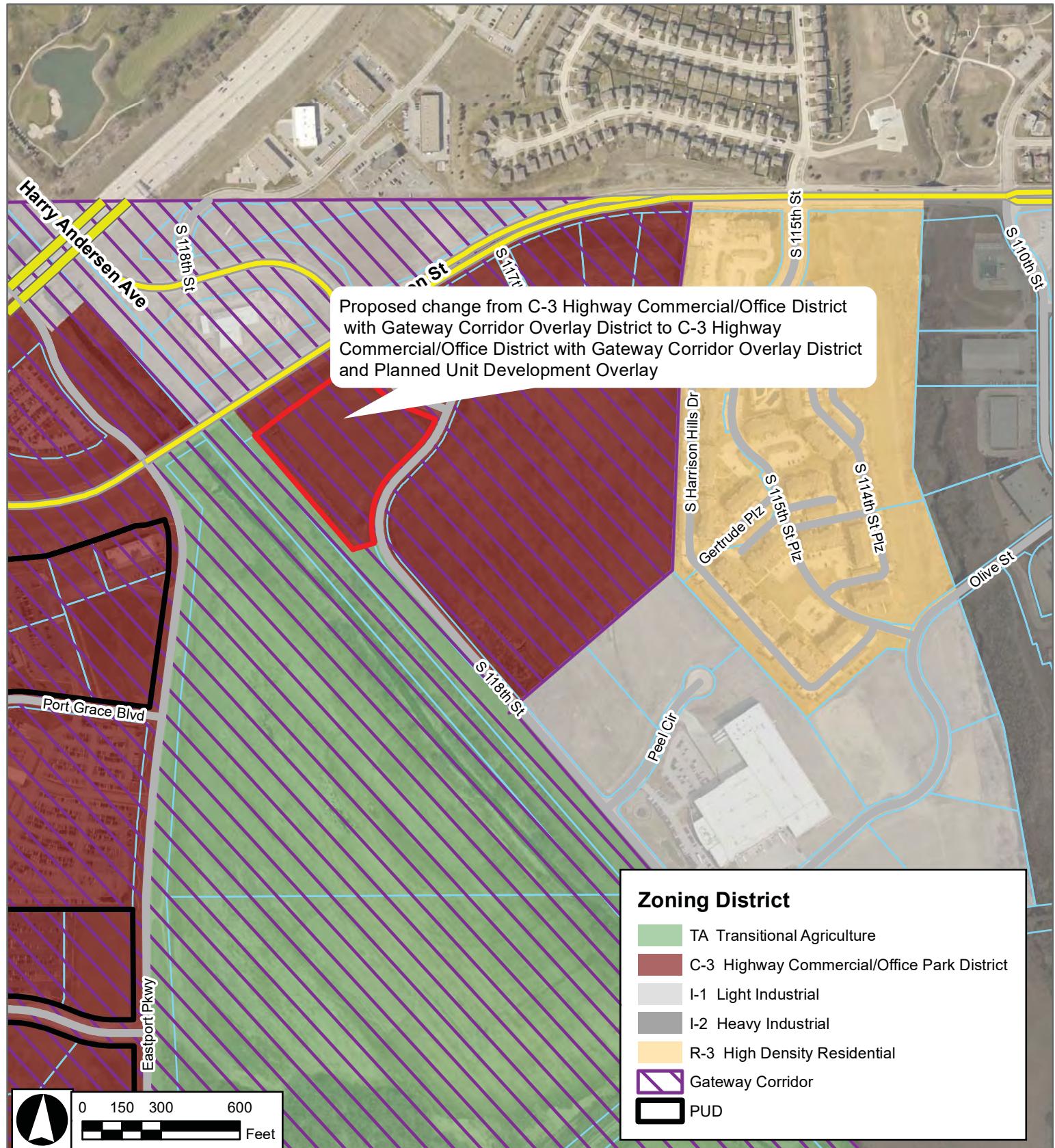


Design with Purpose, Build with Confidence.

Scott P. Heaney, AIA
Associate – Senior Architect
Commercial Market Leader

402.493.4800 Main | 402.431.6317 Direct
SCHEMMER.COM

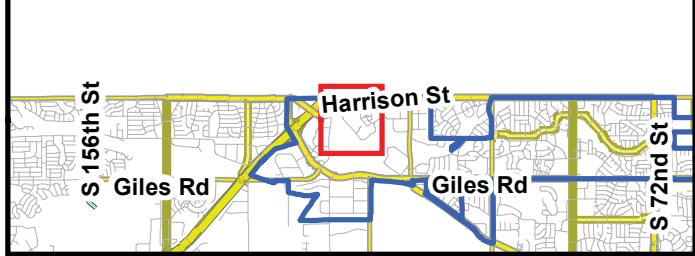
[facebook](#) | [twitter](#) | [linkedin](#)



Zoning Map Amendment Exhibit

Lot 1 Harrison Hills

4/12/2017
JMC



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 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 Lot 2 Harrison Hills (the "Restaurant Depot 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 Restaurant Depot PUD is hereby adopted to provide for the development of a Limited Membership Wholesale Store 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. "Developer" shall mean JRD Real Estate VI, LLC, their successors and assigns.
- B. "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.
- C. "Limited Membership Wholesale Store" shall mean a use primarily engaged in selling merchandise to commercial retailers through limited memberships. Merchandise may not be displayed or stored outside.
- D. "Restaurant Depot 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 lot and its uses. Such plan shall consist of the site plan, landscaping, preliminary building elevations, etc. (see Exhibit "B")

Section 4. Conceptual Site Plan

A PUD site plan is attached within as Exhibit "B".

Section 5. Allowed Uses

Unless otherwise provided in this Ordinance, in addition to all Permitted Uses allowed within the C-3 Highway Commercial/Office Park District, a Limited Membership Wholesale Store shall be allowed as a Permitted Use on Lot 2 Harrison Hills.

Section 6. Building Design Guidelines and Criteria

All applications shall adhere to requirements of the approved Restaurant Depot PUD and Gateway Corridor Design Guidelines.

Section 7. Conditions

All uses within the lot 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 Restaurant Depot PUD.

- i. Gateway Corridor Design Guidelines.
- ii. Unless otherwise specified herein, the development of the Restaurant Depot 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 Restaurant Depot 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 Lot 2 Harrison Hills. 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 Harrison Hills Lot 2 is to develop the site for a Limited Membership Wholesale Store.
 - 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 shall be consistent with the PUD Site Plan map set, Exhibit "B." A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the Restaurant Depot PUD and the approved Gateway Corridor Design 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.

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 PUD site plan. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on the lot should be provided based on the minimum aggregate ratio of one (1) off-street parking spaces per three hundred (350) square feet of gross floor area of constructed buildings,

unless off-site/public parking is utilized with approval of the city. The parking stall counts approved through this PUD are specified as:

Parking Summary	
Stall Type	Stalls
Standard Stalls	171
Handicap Stalls	7
Total Stalls	178

E. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations

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 16TH DAY OF MAY 2017.

CITY OF LA VISTA

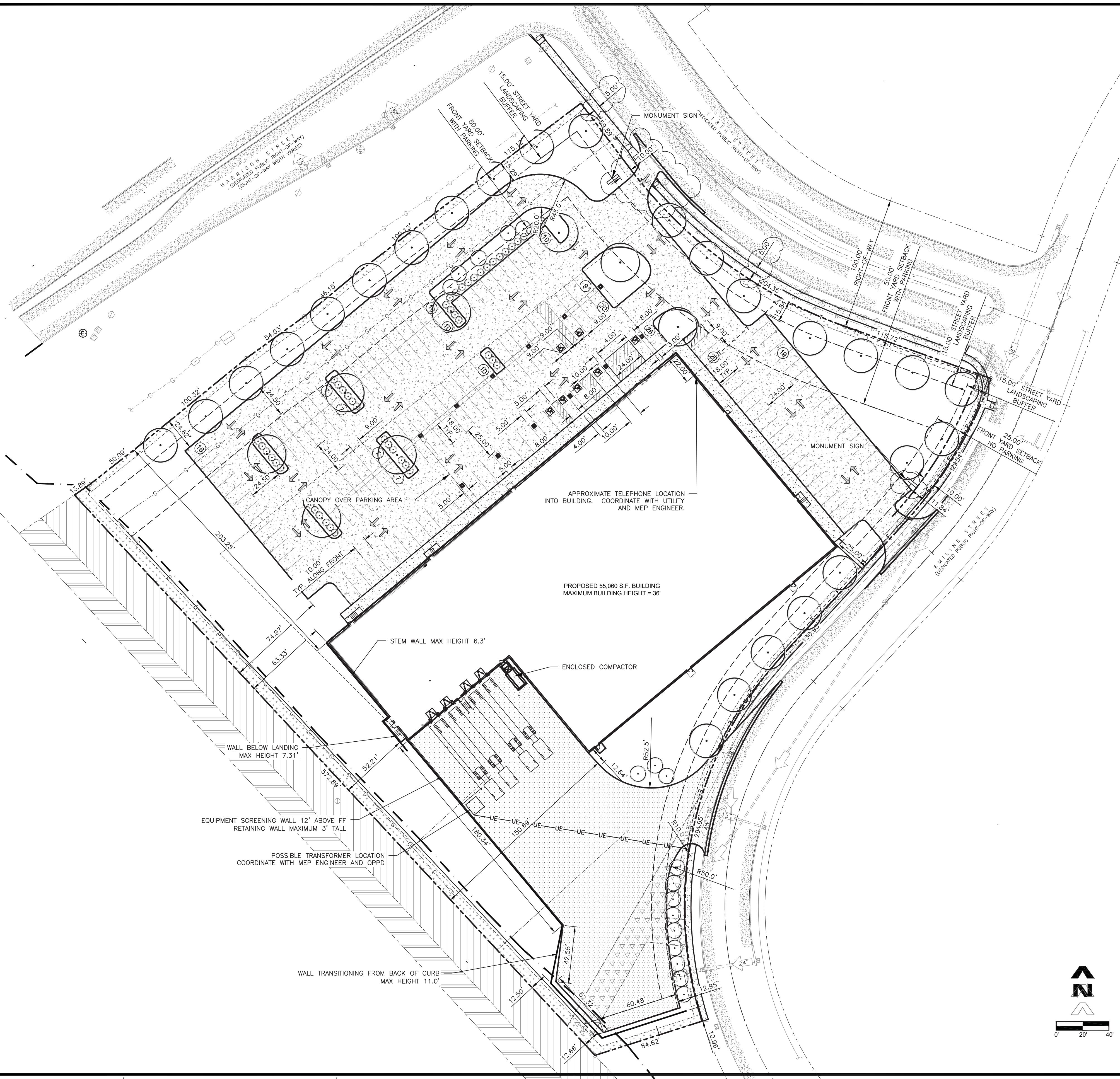
Douglas Kindig, Mayor

ATTEST:

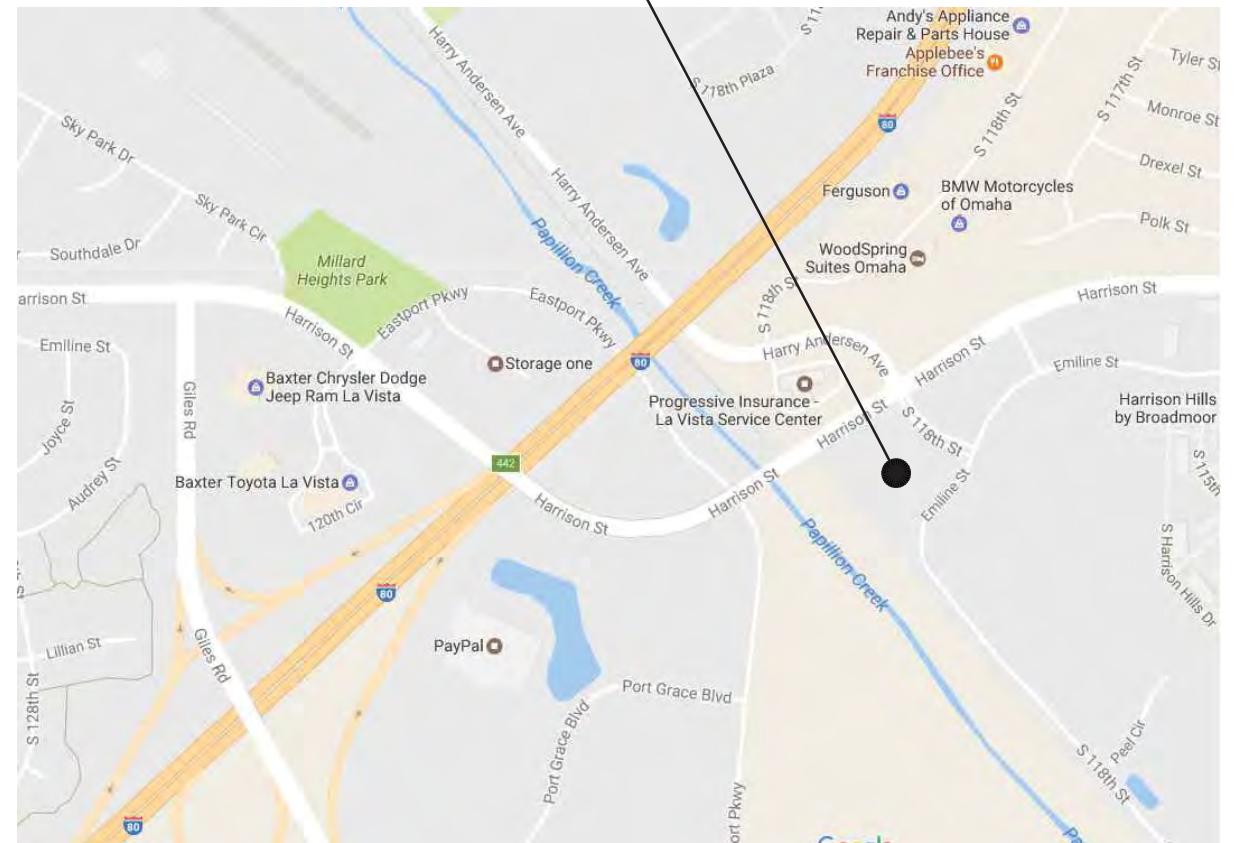
Mandy Garrod, CMC
Deputy City Clerk

EXHIBIT A

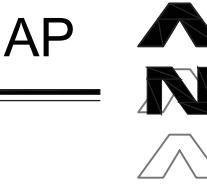
Lots 2, Harrison Hills located in the N ½, NW ¼, Section 17, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.



PROJECT LOCATION



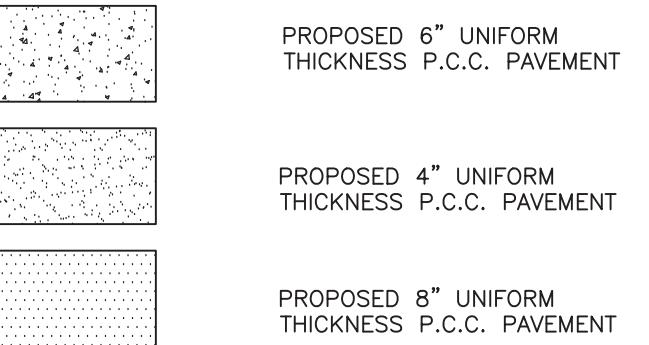
VICINITY MAP



LEGAL DESCRIPTION

LOT 2, HARRISON HILLS, LA VISTA, SARPY COUNTY, NEBRASKA

LEGEND



GENERAL PROVISIONS

NET AREA: 5.36 ACRES
BUILDING COVERAGE: 55,060 SF
GROSS FLOOR AREA: 55,060 SF

SANITARY SEWER SHALL BE CONNECTED TO THE EXISTING SANITARY SEWER WITHIN EMLINE STREET.
STORM STORM WATER WILL BE TREATED FOR THE 1" STORM AS WELL AS DETAINED IN THE 2" STORM PRECONSTRUCTION STORM WATER DETENTION SYSTEM TO BE UTILIZED AND WILL CONNECT TO THE 4" STORM SEWER RUNNING THROUGH THE SOUTHEAST CORNER OF THE SITE.

PARKING SUMMARY	
STALL TYPE	STALLS
STANDARD STALLS	171
HANDICAP STALLS	7
TOTAL STALLS	178
REQUIRED STALLS 1 PER 200 SF	276

A waiver is being requested to reduce the number of required stalls.



thompson, dreessen & dorner, inc.
10836 Old Mill Rd Omaha, NE 68154
402.330.8860
www.td2co.com

TD2 DRAWING # 2019-163

DATE 03-22-17

JOB NO. 16356

PUD SITE
PLAN

SHEET NO.



17710 Detroit Avenue Lakewood, Ohio 44107
Phone (216) 521-5134 Fax (216) 521-4824
www.adearchitects.cc

Restaurant Depot / LA VISTA, NE

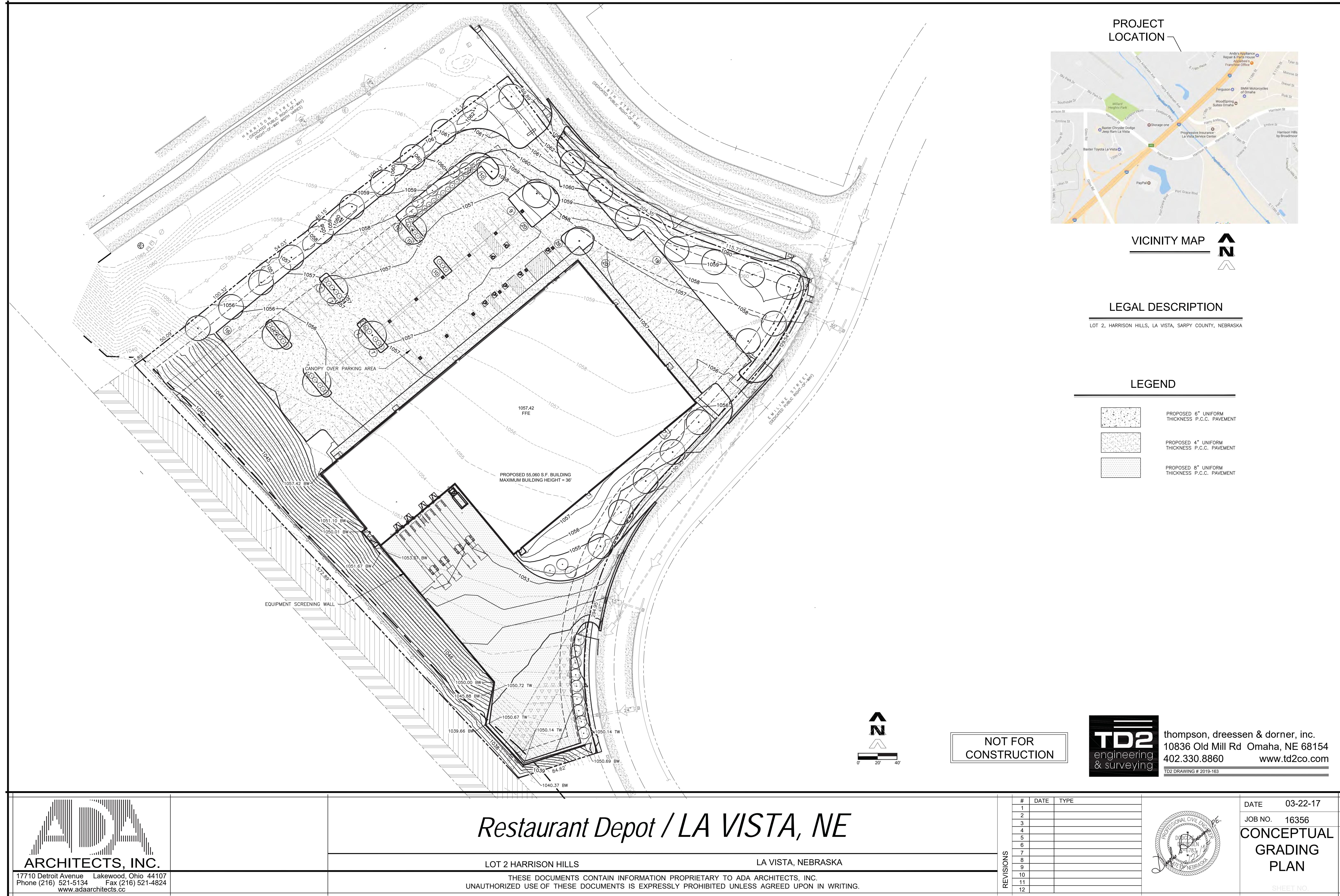
LOT 2 HARRISON HILLS

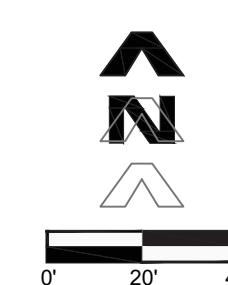
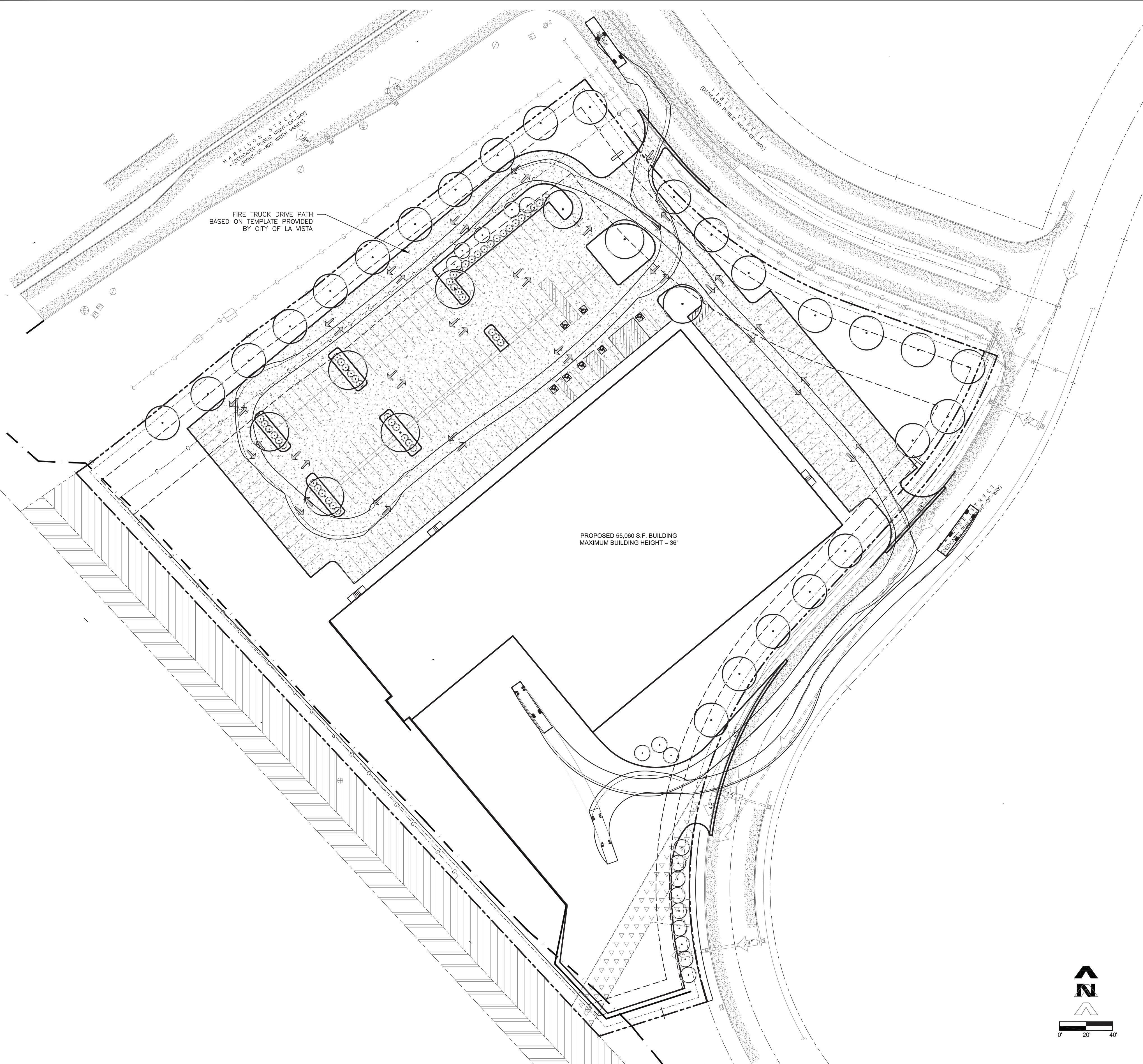
LA VISTA, NEBRASKA

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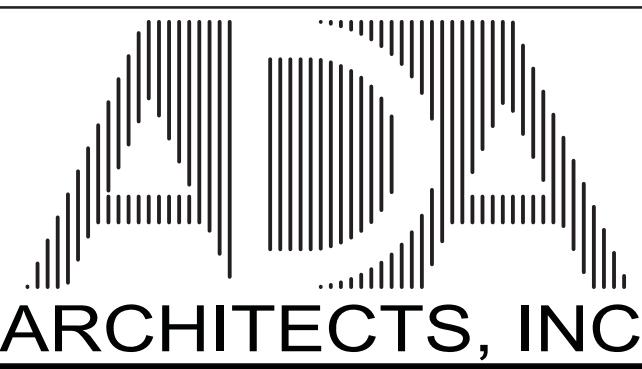
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EXHIBIT B





thompson, dreessen & dorner, inc.
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402.330.8860 www.td2co.com
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17710 Detroit Avenue Lakewood, Ohio 44107
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Restaurant Depot / LA VISTA, NE

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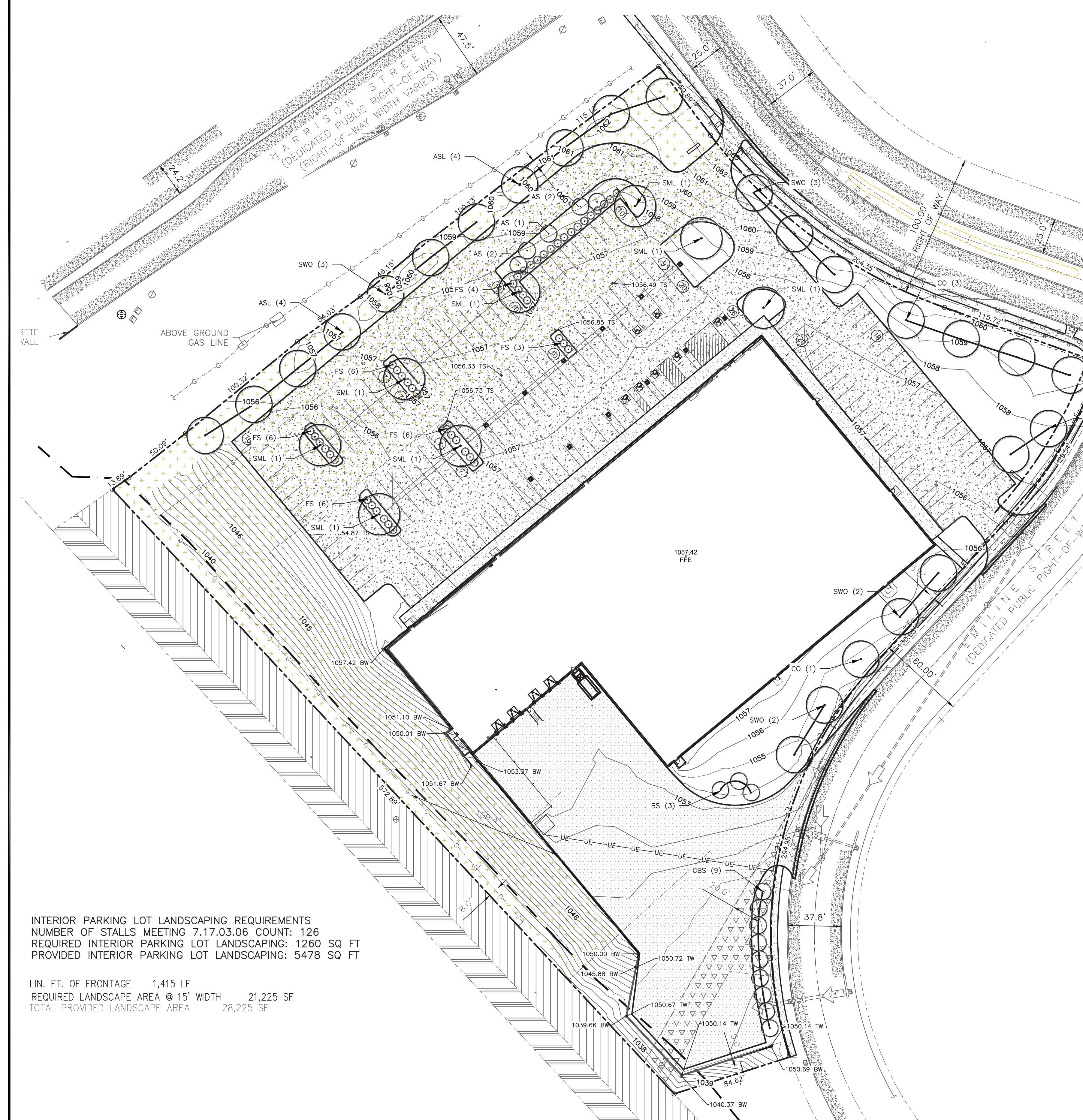
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REVISIONS

DATE
JOB NO. 16356
EMERGENCY VEHICLE TURNING
SHEET NO.



PLANTING PLAN NOTES

- VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION AND IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- VERIFY THE LOCATION OF ALL UTILITIES INCLUDING SANITARY AND STORM SEWER PRIOR TO BEGINNING CONSTRUCTION.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT EXISTING TREES FROM CONSTRUCTION DAMAGE BY INSTALLING (4) FOUR STEEL POSTS SPACED (4') FOUR FEET O.C. IN A SQUARE CONFIGURATION AROUND TREE AND WRAPPING ORANGE SAFETY FENCE AROUND THE FOUR POSTS.
- ALL WORK PERFORMED SHALL BE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS AND WITH ALL APPLICABLE CODES, STANDARDS AND ORDINANCES.
- ALL PLANT MATERIALS SHALL BE GUARANTEED FOR ONE FULL GROWING SEASON FROM DATE OF SUBSTANTIAL COMPLETION OF THE LANDSCAPE CONTRACT AT FULL REPLACEMENT VALUE INCLUDING LABOR TO REPLACE PLANT MATERIAL.
- ALL PLANT MATERIAL SHALL BE OF GOOD QUALITY AND OF THE SIZE AND TYPE SPECIFIED IN THE PLANT SCHEDULE. LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY MATERIAL DEEMED NOT ACCEPTABLE.
- THE SITE SHALL BE FINISH GRADED BY THE GRADING CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN FINISHED GRADES AND RE-GRADE ANY AREAS DISTURBED BY LANDSCAPE OPERATIONS.
- ANY CLEAN, EXCESS SOIL FROM LANDSCAPE OPERATIONS SHALL BE WASTED ON SITE AT THE DISCRETION OF THE LANDSCAPE CONTRACTOR. CONCRETE DEBRIS FROM LANDSCAPE OPERATION SHALL BE DISPOSED OF OFF-SITE. ALL CONSTRUCTION DEBRIS FROM LANDSCAPE OPERATION SHALL BE DISPOSED OF OFF-SITE.
- ALL AREAS INDICATED IN THE PLANS TO BE SODDED SHALL BE SODDED WITH A TURF-TYPE FESCUE SOD. SOD SHALL BE MOVED JUST PRIOR TO CUTTING AND SHALL BE GUARANTEED FOR A PERIOD OF ONE MONTH AFTER INSTALLATION. ALL SOD AREAS ARE TO BE WATERED DAILY FOR ONE WEEK AND EVERY OTHER DAY FOR THE NEXT TWO WEEKS.
- ALL AREAS INDICATED IN THE PLANS TO BE SEDED SHALL BE SEDED WITH A TURF-TYPE FESCUE BLEND. ALL SEDED AREAS ARE TO BE MULCHED. IF STRAW IS USED FOR MULCH, STRAW SHALL BE CRIMPED INTO SOIL. SEDED AREAS ARE TO BE WATERED DAILY UNTIL THE FIRST MOWING.
- ALL PLANTING AREAS MUST BE FREE OF WEEDS AND DEBRIS BEFORE PLANTING, SODDING AND/OR SEEDING.
- PROVIDE AND INSTALL LOCALLY AVAILABLE HARDWOOD MULCH AROUND BASE OF ALL TREES AND SHRUBS. MULCH WITHIN SHRUB BEDS IS TO BE CONTINUOUS. REFER TO PLANTING DETAILS.
- EDGING AROUND PLANTING AREAS SHALL BE A CLEAN, CULTIVATED EDGE.

TURF IRRIGATION PLAN NOTES

- A 1/2" BACKFLOW PREVENTER SHALL BE LOCATED NEAR THE MECHANICAL ROOM. REFER TO SITE IRRIGATION PLAN FOR APPROXIMATE LOCATION.
- FURNISH ALL LABOR, MATERIAL, TOOLS, EQUIPMENT AND SERVICES FOR COMPLETE INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
- COORDINATE INSTALLATION OF IRRIGATION SYSTEM WITH ALL OTHER CONSTRUCTION TRADES. ALL WORK SHALL BE DONE ACCORDING TO APPLICABLE CODES AND TO ACCEPTED IRRIGATION INDUSTRY STANDARDS.
- THE SITE SHALL BE FINISH GRADED BY THE GRADING CONTRACTOR. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN FINISHED GRADES AND RE-GRADE ANY AREAS DISTURBED BY IRRIGATION OPERATIONS.
- DESIGN OF THE IRRIGATION SYSTEM SHALL PROVIDE UNIFORM COVERAGE OF ALL PLANTED AREAS. HEAD TYPES AND SPACING ARE CONCEPTUAL AND MAY BE ADJUSTED. SPRAY PATTERNS ARE TO BE ADJUSTED TO MINIMIZE OVERSPRAY OF BUILDINGS AND PAVED AREAS.
- IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO SIZE ZONES AND LOCATE NECESSARY VALVE BOXES. THE IRRIGATION CONTROLLER SHALL PROVIDE A BALANCED FLOW RATE TO EACH IRRIGATION ZONE.
- ALL EQUIPMENT SHALL BE TORO OR EQUAL:

CONTROLLER	TORO CUSTOM COMMAND
POP-UP ROTARY TYPE	TORO EZ ADJUST
SPRAY TYPE	TORO 570Z-4P
REMOTE CONTROL VALVE	TORO 570Z-4P
DRAIN	TORO BLUE LINE

- DRIP IRRIGATION IS TO BE USED WITHIN ALL PLANTING BEDS EXCEPT AS NOTED BELOW AND SHALL BE INSTALLED PRIOR TO LANDSCAPE CONTRACTOR INSTALLING MULCH. ALL Drip LINES TO BE COVERED WITH MULCH. NO Drip LINES TO BE INSTALLED WITHIN AREA OF EVERGREEN SHRUBS.
- TURF HEADS ARE TO BE PLACED ALONG EDGES OF PLANTING BEDS AND PAVED AREAS WITH SPRAY DIRECTED AWAY FROM THOSE AREAS.
- UPON SYSTEM COMPLETION, HYDROSTATICALLY TEST MAIN LINE TO A PRESSURE OF NOT LESS THAN 50% MORE THAN THE MAXIMUM OPERATING PRESSURE OF THE SYSTEM FOR A PERIOD OF 24 HOURS. REPAIR OR REPLACE ANY LEAKS OR DEFECTIVE PIPE AND REPEAT TEST UNTIL ALL TEST REQUIREMENTS ARE MET. DO NOT BACKFILL OR CONCEAL ANY PIPE UNTIL SYSTEM HAS BEEN SUCCESSFULLY TESTED.
- AFTER SYSTEM HAS BEEN TESTED AND BACKFILLED, THE ENTIRE SYSTEM IS TO BE FLUSHED AND CLEANED TO INSURE PROPER OPERATION. ALL HEADS SHALL BE ADJUSTED TO INSURE ADEQUATE DISTRIBUTION OF WATER OVER ALL COVERAGE AREAS.
- MANUFACTURER'S SPECIFICATIONS FOR ALL MATERIALS AND EQUIPMENT SHALL BE SUBMITTED TO THE OWNER ALONG WITH AS-BUILT DRAWINGS FOR THE IRRIGATION SYSTEM INDICATING THE COMPLETE LAYOUT AND SPECIFICATION OF HEADS, VALVES, AND CONTROLLER WITH FLOW RATES AND OPERATION TIME FOR EACH ZONE.
- MAINTENANCE AND OPERATION MANUALS FOR ALL EQUIPMENT AND A COMPLETE SET OF MAINTENANCE TOOLS SHALL BE SUPPLIED TO THE OWNER UPON ACCEPTANCE OF THE WORK. CONTRACTOR SHALL DEMONSTRATE THE OPERATION AND MAINTENANCE OF THE SYSTEM TO THE OWNER.
- THE ENTIRE SYSTEM SHALL BE GUARANTEED FOR A PERIOD OF 3 YEARS FROM DATE OF ACCEPTANCE. ANY DEFECTIVE PART OR OPERATION SHALL BE REPAIRED OR REPLACED.
- ANY CLEAN, EXCESS SOIL FROM IRRIGATION OPERATIONS SHALL BE WASTED ON SITE AT THE DISCRETION OF THE GENERAL CONTRACTOR OR DISPOSED OF OFF-SITE. ALL CONSTRUCTION DEBRIS FROM IRRIGATION OPERATIONS SHALL BE DISPOSED OF OFF-SITE.

PLANT SCHEDULE

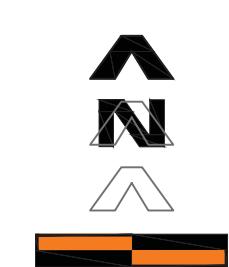
QUANTITY	SYMBOL	OVERSTORY TREES		MATURE SIZE	PLANTING SIZE	PLANT		
		COMMON NAME	BOTANICAL NAME					
8	ASL	FREEMAN MAPLE 'MARM'	ACER XFREEMANI 'MARM'	35	50	2.5"	30'	BB/S-30
8	SML	HALKA HONEYLOCUST	GLEDTSIATRICANTHOS INERMIS 'HALKA'	35	50	2.5"	35'	BB/S-30
12	SWO	SWAMP WHITE OAK	QUERCUS BICOLOR	45	50	2.5"	35'	BB/S-30
4	CO	PRairie PRIDE HACKBERRY	CELTIS OCCIDENTALIS 'PRairie PRIDE'	50	70	2"	35'	BB/S-30
34	TOTAL OVERSTORY TREES						BB/S-30	Balled & Burred or Spaded - size of ball in inches

		EVERGREEN TREE		MATURE	PLTG SIZE	PLANT		
		COMMON NAME	BOTANICAL NAME					
3	BS	BLACKHILLS SPRUCE	PICEA GLAUCA DENSATA	25	50	6'	18'	BB/S-30
9	CBS	COLORADO BLUE SPRUCE	PICEA PUNGENS 'GLAUCA'	15	25	6'	18'	BB/S-30

		UNDERSTORY/ORNAMENTAL		MATURE	PLTG SIZE	PLANT		
		COMMON NAME	BOTANICAL NAME					
5	AS	DOWNTY SERVICEBERRY	AMALANCIHER ARBOREA	20	25	1.5"	15'	BB/S-20
5	TOTAL UNDERSTORY/ORN. TREES						BB/S-20	Balled & Burred or Spaded - size of ball in inches

		SMALL DECIDUOUS SHRUBS		MATURE	PLTG SIZE	PLANT			
		COMMON NAME	BOTANICAL NAME						
31	FS	FRAGRANT SUMAC	RHUS AROMATICA 'GRO LOW'	3'	5'		18"	4'	5 GAL

		EVERGREEN SHRUBS		MATURE	PLTG SIZE	PLANT			
		COMMON NAME	BOTANICAL NAME						
16	TJ	TAM JUNIPER	JUNIPERUS SABINA 'TAMARISCIFOLIA'	4'	2'		18"	3'	5 GAL



0' 20' 40'

GAS LINE EASEMENT AREA
REQUIRING LANDSCAPING
APPROVAL

CREATE UNDULATING BERMS
OF
VARYING HEIGHT IN THESE
AREAS

LEGEND



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TD2 DRAWING # 2019-163

DATE 03-22-17
JOB NO. 16356
LANDSCAPING PLAN
SHEET NO.

Restaurant Depot / LA VISTA, NE

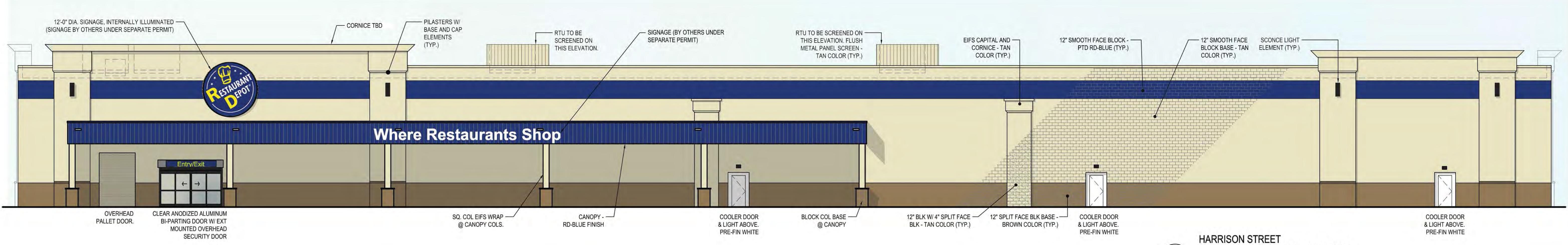
LOT 2 HARRISON HILLS

LA VISTA, NEBRASKA

ADA
ARCHITECTS, INC.
17710 Detroit Avenue Lakewood, Ohio 44107
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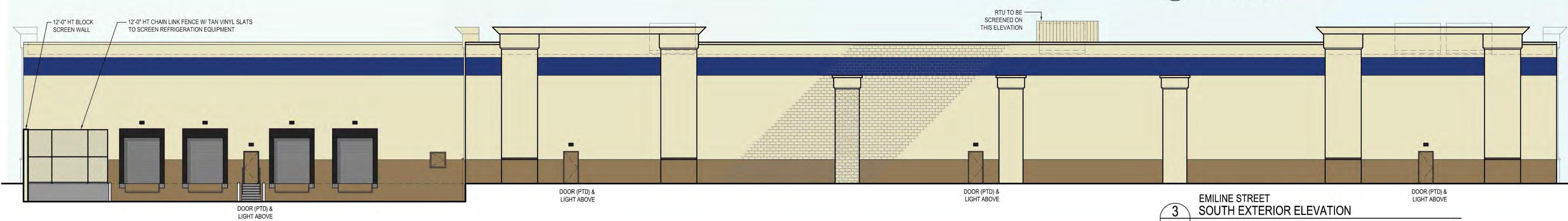
HARRISON STREET
NORTH EXTERIOR ELEVATION

SCALE: 3/32" = 1'-0"



118TH STREET
EAST EXTERIOR ELEVATION

SCALE: 3/32" = 1'-0"



EMILINE STREET
SOUTH EXTERIOR ELEVATION

SCALE: 3/32" = 1'-0"



4 WEST EXTERIOR ELEVATION

SCALE: 3/32" = 1'-0"

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 16, 2017 AGENDA

Subject:	Type:	Submitted By:
AMENDMENT NO. 2 - SUPPLEMENTAL SERVICES - CITY PARKING DISTRICT ACCESS IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the Public Works Director and City Clerk to sign Amendment No. 2 to a Professional Services Agreement on behalf of the City of La Vista with Olsson Associates (OA) in an amount not to exceed \$191,004.49 for the original services plus the additional services.

FISCAL IMPACT

The FY17 Capital Improvement Program provides funding for this project. The additional services covered in this Amendment No. 2 will be covered within that funding.

RECOMMENDATION

Approval

BACKGROUND

On September 15, 2015 the City Council authorized executing an agreement with Olsson Associates for design engineering services for this project. Amendment No. 1 was authorized by the City Council on April 19, 2016. Since then additional work for design and construction phase services was necessary for crosswalk upgrades and for pavement markings in Southport East. The proposed Amendment No. 2 covers these additional services for an increase of \$6,223.38. The Supplemental Agreement provides for additional design phase engineering services and construction engineering services for the proposed public roadway related to City Parking District Access Improvements. This is part of the project designated as CIP Project No. PWST-16-002.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER TWO (2) TO A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES FOR ADDITIONAL DESIGN PHASE ENGINEERING SERVICES RELATED TO THE CITY PARKING DISTRICT ACCESS IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$191,004.49.

WHEREAS, the City Council of the City of La Vista has determined that said additional services for City Parking District access improvements are necessary; and

WHEREAS, the FY 17 Capital Improvement Program (CIP) provides funding for this project; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of amendment number two (2) to a professional services agreement with Olsson Associates for additional design phase engineering services related to the City Parking District Access Improvements in an amount not to exceed \$191,004.49.

PASSED AND APPROVED THIS 16TH DAY OF MAY, 2017

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Mandy Garrod, CMC
Deputy City Clerk

**CONSULTANT PROFESSIONAL SERVICES
PRELIMINARY and FINAL ENGINEERING
AMENDMENT # 2**

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated September 8, 2015 between the City of La Vista ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Southport Parkway & Giles Road – La Vista NE
Project Description: City Parking District Access Improvements, Amendment 2

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Task 1000 – Change Orders for PWST 16-002a

Additional effort for this task generally includes time to address Change Order #1 and Change Order #2 for PWST 16-002a. These change orders were significant additions to the contract and required effort above and beyond what was originally assumed to administer. Tasks to complete this effort included the following:

- o Administration tasks to prepare change orders
- o Correspondence with contractor
- o Prepare pay apps
- o Construction Administration
- o On-site meetings
- o Meetings with client
- o Review shop drawings

Task 1100 – Additional Effort for PWST 16-002a Plans

Additional effort for this task generally includes time to prepare plans and specifications beyond what was originally anticipated for the project. Tasks to complete this effort included the following:

- o Design and Plan Production
- o Modifications to Landscape Plans
- o QA/QC
- o Bid doc preparation
- o Client coordination

COMPENSATION

Phase	Task Description	Fee Amount	Amendment #1	Amendment #2	Fee Type
DUE DILIGENCE					
100	Project Management	\$ 14,621.83			TMNTE
200	Survey	\$ 2,497.07			TMNTE
300	Conceptual Design	\$ 4,241.92			TMNTE
400	Drainage Analysis	\$ 3,300.48			TMNTE
500	Geotechnical Exploration	\$ 3,954.99			TMNTE
600	Prelim & Final Roadway Design	\$ 36,651.89			TMNTE
700	Bid Package Documents	\$ 4,736.68			TMNTE
800	Public Improvements Construction Observation / Testing / Inspections / Reporting / As-built Record Drawings		\$ 44,944.18		TMNTE
900	Turn Lane and Signal Modification Plans		\$ 13,975.25		TMNTE
1000	PWST 16-002a Change Orders			\$ 3,677.05	TMNTE
1100	PWST 16-002a Additional Design Effort			\$ 2,546.33	TMNTE
	Expenses	\$ 3,233.83	\$ 52,624.00		TMNTE
TOTAL CONTRACT (1)		\$ 73,237.68	\$ 111,543.43	\$ 6,223.38	

The new total project cost is \$191,004.49

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

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

OLSSON ASSOCIATES, INC.

By _____ By _____
Michael C. Piemicky, PE, PTOE Christopher M. Rolling, PE, PTOE

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

City of La Vista

By _____
Signature _____

Printed Name _____

Title _____ Dated: _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 16, 2017 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISEMENT OF BIDS BIG PAPIO CREEK TEMPORARY SIPHON REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the advertisement of bids for Big Papio Creek Temporary Siphon Repair, including placement of fill and protective cover over two sanitary sewer pipes exposed on the west bank of the Big Papio Creek in an amount not to exceed \$56,375.

FISCAL IMPACT

The FY17 Sewer Fund has sufficient funding to cover this expense in the Contractual Services line item.

RECOMMENDATION

Approval

BACKGROUND

The City has been working with TD2 since 2015 to obtain the required approvals from the Papio-Missouri River NRD and the US Army Corps of Engineers for the temporary repair work.

This repair is intended to last several years while design, permitting and accumulation of funds in the capital reserves portion of the Sewer Fund take place. The permanent solution will install new outfall sewer pipes under the Big Papio Creek to replace the existing pipes.

The Engineer's Estimate for the proposed construction work is \$56,375. The following schedule is recommended:

Publish Notice to Contractors	May 24 and May 31, 2017
Open Bids	June 9, 2017 at 10:00 am at City Hall
Award Contract	June 20, 2017

The Notice to Contractors should also be posted on the City's web site and at www.standardshare.com

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,
NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR BIG PAPIO CREEK
TEMPORARY SIPHON REPAIR IN AN AMOUNT NOT TO EXCEED \$56,375.

WHEREAS, the Mayor and Council have determined that temporary repair of the Big Papi Creek Siphon is necessary, and

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

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors **May 24 and May 31, 2017**

Open Bids June 9, 2017 at 10:00 am at City Hall

Award Contract June 20, 2017

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista Nebraska hereby authorize the advertisement for bids for Big Papio Creek Temporary Siphon Repair in an amount not to exceed \$56,375.

PASSED AND APPROVED THIS 16TH DAY OF MAY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

**Mandy Garrod, CMC
Deputy City Clerk**

NOTICE TO CONTRACTORS

City of La Vista
La Vista, Nebraska

**CITY OF LA VISTA
BIG PAPILLION CREEK SIPHON COVER REPAIR**

Sealed proposals will be received by Pamela Buethe, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:00 AM on the 9th day of June, 2017, for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements within the improvement of BIG PAPILLION CREEK SIPHON COVER REPAIR. At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements. The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Description	Estimated Quantities
1	Mobilization	1 LS
2	Construct Temporary Cofferdam, In Place	1 LS
3	Remove Type B & Type C Rip Rap	70 TN
4	Remove, Salvage & Reinstall Existing Type B & Type C Rip Rap, on Non-Woven Geotextile Fabric, In Place	30 TN
5	General Grading & Shaping	1 LS
6	Construct $\frac{3}{4}$ "-1" Crushed Rock on Non-Woven Geotextile Fabric, In Place	110 TN
7	Tensar North American Green S75BN (or Approved Equal) Erosion Matting, In Place	2,400 SY
8	XAS Fabric Armor System, In Place	250 SY
9	Type A Rip Rap on Non-Woven Geotextile Fabric, In Place	10 TN
10	Seeding - Channel Mix	2,400 SY

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Thompson, Dreessen & Dorner, Inc., Engineers for the City of La Vista, and now filed in the office of Thompson, Dreessen & Dorner, Inc., 10836 Old Mill Road, Omaha, NE 68154.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount of not less than five percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvement in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100% of the contract price. No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids. The City of La Vista reserves the right to reject any or all bids and to waive informalities.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department

of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Drawings, Specifications and Contract Documents may be examined online at www.standardshare.com. Search for the project name in the Plan Room found at www.standardshare.com. Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 S. 108th St. / Omaha, NE 68137 / 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and are non-refundable. Project documents may also be examined at the office of The City Clerk of the City of La Vista at City of La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will only be accepted from those listed on the planholders list kept at the offices of Standard Digital Imaging / StandardSHARE.

The City of La Vista, Nebraska reserves the right to waive informalities and to reject all or any bids.

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

Pamela Buethe, Clerk

May 8, 2017

Mr. John Kottmann
City Engineer
City of La Vista
9900 Portal Road
La Vista, Nebraska 68128

Re: Big Papillion Creek Siphon Cover Repair
Engineer's Estimate
TD2 File No. 171-413.18

Dear Mr. Kottmann:

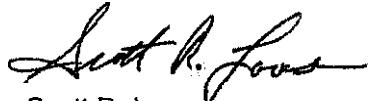
The following is the Engineer's Estimate of Quantities and Costs for construction of the above-referenced project:

Item	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$7,500.00	\$7,500.00
2	Construct Temporary Cofferdam, In Place	1	LS	\$20,000.00	\$20,000.00
3	Remove Type B & Type C Rip Rap	70	TN	\$20.00	\$1,400.00
4	Remove, Salvage & Reinstall Existing Type B & Type C Rip Rap, on Non-Woven Geotextile Fabric, In Place	30	TN	\$30.00	\$900.00
5	General Grading & Shaping	1	LS	\$5,000.00	\$5,000.00
6	Construct $\frac{3}{4}$ "-1" Crushed Rock on Non-Woven Geotextile Fabric, In Place	110	TN	\$25.00	\$2,750.00
7	Tensar North American Green S75BN (or Approved Equal) Erosion Matting, In Place	2,400	SY	\$2.00	\$4,800.00
8	XAS Fabric Armor System, In Place	250	SY	\$24.00	\$6,000.00
9	Type A Rip Rap on Non-Woven Geotextile Fabric, In Place	10	TN	\$50.00	\$500.00

Item	Description	Approx. Quantity	Unit	Unit Price	Amount
10	Seeding - Channel Mix	2,400	SY	\$1.00	\$2,400.00
				Subtotal	\$51,250.00
				Contingency at 10%	\$5,125.00
				Estimated Construction Cost	\$56,375.00

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Scott R. Loos
SRL/tjp

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 16, 2017 AGENDA

Subject:	Type:	Submitted By:
ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT - IT SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to extend the Interlocal Cooperation Agreement with Sarpy County for Information Technology services.

FISCAL IMPACT

The cost of \$9,282.88 for the three month period July 1 – September 30, 2017 has remained at the current FY17 level.

RECOMMENDATION

Approval.

BACKGROUND

The City has been operating with an Interlocal Agreement with Sarpy County Information Systems to provide Information Technology (IT) services dated July 1, 2014 which is scheduled to expire June 30, 2017. In 2014, the City did solicit for bids for Information Technology and Sarpy County was selected. With this addendum to the agreement, the compensation to Sarpy County will remain at the FY17 agreed amount only extended for the three month period and any future agreements for IT Services will follow the City's fiscal year. During the extended period, the City will be working with Sarpy County Information Systems to come to an agreement for continued IT services.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN SARPY COUNTY AND THE CITY OF LA VISTA FOR INFORMATION TECHNOLOGY SERVICES.

WHEREAS, the City Council has determined that a need exists to contract for Information Technology Services; and

WHEREAS, the City's current contract for Information Technology Services expires on June 30, 2017; and

WHEREAS, Sarpy County has the resources and technology to provide said Information Technology Services; and

WHEREAS, the compensation to Sarpy County will remain at the FY17 agreed amount an additional three month period to the end of the City's Fiscal Year; and

WHEREAS, the City will be working with Sarpy County Information Services to come to an agreement for continued IT services,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the proposed addendum to the interlocal agreement between Sarpy County and the City of La Vista regarding Information Technology Services for the City of La Vista is hereby approved, and that the Mayor and City Clerk are hereby authorized to execute said addendum agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 16TH DAY OF MAY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Mandy Garrod, CMC
Deputy City Clerk

FIRST ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT

This First Addendum is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and the City of LaVista, located in the County of Sarpy, State of Nebraska (hereinafter "City"), pursuant to the authority granted the parties under Neb. Rev. Stat. §13-801, et seq.

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq., the Parties entered into an Agreement (see County Resolution 2014-212) by which the County agreed to cause the County's Information Services Department to perform certain services to the City in consideration of the City's payment for those services, said agreement being effective as of July 1, 2014.

WHEREAS, the parties desire to amend the above-referenced Agreement by this First Addendum.

It is mutually agreed between the parties that the following terms and conditions are hereby amended to read as follows:

A. Duties of City:

1. City shall pay County compensation in the amount of \$9,282.88, no later than August 1, 2017.

B. Term of Agreement and Changes Hereto: This Agreement shall terminate on September 30, 2017.

All other terms and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page is intentionally blank]

EXECUTED this _____ day of _____, 2017.

**CITY OF LAVISTA, NEBRASKA,
A Body Politic and Corporate.**

Mayor

ATTEST:

City Clerk

**COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.**

Chairman, Board of Commissioners of
Sarpy County, Nebraska

(SEAL)

ATTEST:

Sarpy County Clerk

Approved as to form:

Deputy Sarpy County Attorney

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 16, 2017 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT - SCHOOL RESOURCE OFFICER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement between the City of La Vista and the Papillion La Vista Community Schools for a School Resource Officer position at La Vista Middle School.

FISCAL IMPACT

The agreement stipulates a 50% cost share to each entity. The City of La Vista will add one full-time sworn position in the FY18 budget. Based on the Agreement, the expense to the City will be approximately \$50,000 in FY18.

RECOMMENDATION

Approval

BACKGROUND

In December, 2016, the PLV Schools approached the LVPD with a SRO proposal which includes a twelve month, 50% salary and benefit cost-sharing arrangement. A similar agreement was recently approved between the City of Papillion and the PLV School District. The City Council discussed the issue on March 7, 2017 and directed staff to work with the School District to develop an Interlocal Agreement. On May 8, 2017, the Papillion-La Vista School Board approved the Interlocal Agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH PAPILLION LA VISTA COMMUNITY SCHOOLS FOR A SCHOOL RESOURCE OFFICER PROGRAM.

WHEREAS, the City of La Vista has agreed to participate with the Papillion La Vista Community School District in creating a School Resource Officer Program at La Vista Middle School; and

WHEREAS, the SRO shall be assigned by the La Vista Police Department to the La Vista Middle School; and

WHEREAS, Pursuant to the Interlocal Cooperation Act, Nebraska Revised Statute §13-801, *et seq.*, the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista that the Interlocal Cooperation Agreement with Sarpy County, Nebraska is hereby approved.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized to sign and execute the necessary documents to the Interlocal Cooperation Agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 16TH DAY OF MAY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Mandy Garrod, CMC
Deputy City Clerk

**SCHOOL RESOURCE OFFICER
INTERLOCAL COOPERATION AGREEMENT**

THIS SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into, by and between City of La Vista (“City”) and the Papillion La Vista Community Schools (“School District”) (singly “Party,” or collectively “Parties”), located in Sarpy County, Nebraska. This Agreement shall become effective (“Effective Date”) upon the date this Agreement is signed by both Parties.

RECITALS:

WHEREAS, the Parties are public agencies, duly created and validly existing under the laws of the State of Nebraska; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (Reissue 2007) (the “Act”), authorizes public agencies to cooperate on the basis of mutual advantage to thereby provide for services and facilities, in a manner and pursuant to forms of governmental organization that will accord with the geographic, economic, population and other factors influencing the needs and development of the local communities; and

WHEREAS, the Parties hereto are desirous of entering into an agreement which encourages and promotes school safety and positive police-community relations through the inclusion of a School Resource Officer (“SRO”) from City’s Police Department (“Department”) into School District’s middle school located within City’s corporate boundaries or extra-territorial jurisdiction.

For, and in, consideration of the mutual promises, terms, covenants, and conditions set forth herein, the Parties agree as follows:

1. PURPOSE AND EFFECT OF AGREEMENT.

- a. Purpose. The purpose of this Agreement is to provide for the assignment of a full-time uniformed SRO for School District’s SRO Program, as defined herein, from City’s Department. Specifically, one (1) SRO will be assigned to La Vista Middle School located within City’s corporate boundaries for the duration of this SRO Agreement. The assigned SRO will work with his or her respective school principal to provide alcohol and drug education, maintain peaceful campus environment, and take appropriate action regarding on-campus or school-related illegal activity (the “SRO Program”).
- b. Effect. This Agreement shall supplement and not replace or modify the terms of any inter-local cooperation agreements among the Parties in effect upon the date of this Agreement.

2. TERM. This Agreement shall commence on the Effective Date, and shall terminate on the last day of school for the 2022-2023 school year. The Agreement shall automatically

extend under the terms and conditions in effect for successive one (1) year periods from the initial period unless otherwise terminated prior to such date by either City or School District for any reason with one-hundred-eighty (180) days written notice to the other Party (“Termination Date”).

3. SRO OPERATIONS.

- 3.1 SRO Program Effective Date: The City will assign an experienced police officer to the SRO Program. In order to meet the City’s service level, prior to the assignment of an experienced police officer to the SRO Program, the City will “backfill” the experienced police officer position with a new hire. The SRO Program Agreement effective date shall be the date of employment of the sworn police officer hired to “backfill” the experienced La Vista police officer assigned to the SRO Program. The School District agrees to pay 50% of the total SRO “backfill” compensation, including salary and benefits, up to 14 weeks. The School District also agrees to fund 50% of the required uniforms and equipment to outfit the “backfill” officer up to a maximum of \$5,000 (excluding the purchase of a firearm). After 14 weeks, the experienced police officer assigned to the SRO Program will commence duties at under the terms of this Agreement and Section 7.
- 3.1 Operations Date. SRO Program operations shall begin on January 3, 2018, the first day of the second semester of school designated for school staff for the 2017-2018 regular school year calendar (“Operations Date”).
- 3.2 SRO Service Days. With the exception of unforeseen absences for injury/illness or mandatory in-service Department training for any assigned SRO, City shall provide assigned SRO to La Vista Middle School based upon 186 days within the regular school year calendar, which may include school staff in-service days. For planning purposes, School District shall provide City with a school calendar on or before June 1st of each new school year, or as soon as thereafter possible.
- 3.3 Modification. A joint review of this Agreement and the SRO Program may occur at any time upon request by City or School District. If such a review is requested, a representative selected by City will meet with a representative selected by School District. The terms of this Agreement may be modified upon written agreement of City and School District, as provided in Section 11.5 herein.

4. RELATIONSHIP OF PARTIES.

- 4.1 Employment Status. The SRO assigned to La Vista Middle School shall be an employee of City and shall not be considered an employee of School District, and shall be subject to Department control, supervision, policies, procedures, and Standard Operating Procedures of the Department. At all times, the SRO shall be

considered law enforcement personnel, especially in those instances in which Nebraska law requires school districts to make referrals to law enforcement.

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 that either Party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party, its officers, employees, agents, contractors or servants shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other, 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 the other, unless otherwise provided herein.

- 4.2 Compensation and benefits. SRO compensation and benefits shall be paid by City in accordance with City policies established for its employees. City shall maintain appropriate Worker's Compensation and Unemployment Insurance coverage for SROs under this Agreement.
- 4.3 Training and testing. SROs will be subject to current procedures in effect for La Vista Police Officers, including attendance at all mandated training and testing in order to maintain state peace officer certification. This training takes place throughout the year and will necessitate the absence of the SRO from the Schools from time to time. For School District's planning purposes, City shall provide School District with reasonable notice of such training and test dates.
- 4.4 Conflicts. If a conflict should arise in the performance of an SRO's duty, the SRO shall immediately report such conflict to his or her immediate supervisor in the Department, who will attempt to resolve such conflict with School District. If such conflict cannot be resolved at that level, the Chief of Police of City and the Superintendent of School District shall attempt to resolve the conflict. In no event will School District require the SRO to perform any action or duty which would

result in violation of a policy, procedure, rule or regulation of the Department, or of any other local, state, or federal law or regulation.

5. SRO SELECTION, TRANSFER AND REMOVAL.

- 5.1 The Department will make all SRO assignments.
- 5.2 If School District is dissatisfied with the performance of an assigned SRO, the School District shall contact the SRO's immediate supervisor and report all unsatisfactory performance issues.
- 5.3 The Department may dismiss or reassign an SRO, based on Department Guidelines and/or Standard Operating Procedures, and in compliance with the police union contract, and when, in the La Vista Chief of Police's sole discretion, it is determined that such dismissal or reassignment is in the best interest of City and the SRO Program.
- 5.4 In the event of a resignation, retirement, dismissal or reassignment of a SRO, or in that case of long term absences by a SRO, the Department shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the Selection Panel shall convene and a permanent replacement for the SRO position shall be made in accordance with Section 5.1 herein.

6. SRO SERVICES/RESPONSIBILITIES.

- 6.1 Work in concert with School principal, or School designate, and meet with such person on a weekly basis.
- 6.2 Provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, and violence prevention, and safety issues in the School community.
- 6.3 Act as a law enforcement and communication liaison between School and law enforcement agencies, and provide basic information concerning School students.
- 6.4 Present programs to School parents on issues related to tobacco, alcohol, and other drugs, violence prevention, and safety.
- 6.5 Provide informational in-service to School staff on issues related to tobacco, alcohol, and other drugs, violence prevention, and safety.
- 6.6 Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to School and/or School students.

- 6.7 Assist in maintaining order and enforcing School policies on School property. The SRO will take the appropriate law enforcement action, consistent with a law enforcement officer's general duties. As soon as practicable, the SRO shall make the principal of School aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at School and related School functions. To the extent practicable, the SRO shall advise the principal before requesting additional law enforcement assistance on campus.
- 6.8 Refer School students and/or their families to the appropriate agencies for assistance upon request and when need is determined in the sole discretion of the SRO.
- 6.9 The SRO shall not act as School disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- 6.10 The SRO can perform other duties as may be mutually agreed upon by City and School District. Provided, further, that nothing required herein is intended to or will constitute a relationship of duty for the assigned SRO or the City beyond the general duties that exist for law enforcement officers within the state.
- 6.11 The SRO shall be in uniform, as determined to be appropriate by the Chief of Police, including name badge at all times while serving as SRO.

7. FINANCIAL AGREEMENT.

- 7.1 City and School District will each pay 50% of the total annual SRO compensation, including salary and benefits, as their respective proportionate shares of the total cost of the SRO Program each regular school year under this Agreement. The Parties' 50/50 proportionate cost share will continue for the duration of this Agreement, unless earlier terminated as set forth herein.
 - a. Total annual SRO compensation will be based upon the salaries and benefits that will be in effect for the assigned SROs to the Schools as of the beginning of each regular school year and as will be adjusted on October 1 of each year as part of City's fiscal year budgeting process.
 - b. Benefits will include time-off, including holidays, vacation days, or sick leave days, insurance and other plan benefits provided to City police officers in compliance with City's Personnel Manual and police union contract.
 - c. The following compensation and expenses shall not be included in the calculation of the total annual SRO compensation:

- i. Overtime unrelated to the SROs' duties;
- ii. Non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and responses to gang fights, assaults, arson, or court appearances.

7.2 For budgeting purposes, on or about May 1 of each year, City will (a) calculate the total annual SRO compensation, including salary and benefits, that will be in effect for the full-time SRO assigned to La Vista Middle School as of the beginning of the upcoming regular school year (August 1 of each year) and as will be adjusted on October 1, for a total of 186 school days during the regular school year calendar; and (b) provide to School District an estimate of School District's proportionate cost share of such total annual SRO compensation for the following upcoming regular school year.

7.3 On or about August 15, of each year for the duration of the Agreement, City will invoice School District for its 50% proportionate cost share of the total annual SRO compensation for the current regular school year (August 1-July 31). Payment by School District shall be due within 30 days of the date of such invoice. School District's initial annual payment for its start-up 50% proportionate cost share of the total annual SRO compensation (including 50% of the required uniforms and equipment to outfit the "backfill" officer up to a maximum of \$5,000 and "start-up" and "backfill costs") for the 2017-2018 regular school year will be approximately \$47,000.

7.4 Overtime compensation related to SROs' duties, as well as school-related expenses resulting from specific requests by school principals, may be invoiced to School District by City as such expenses occur. Payment by School District shall be due within 30 days of the date of such invoices.

8. TIMES AND PLACE OF PERFORMANCE.

8.1 The SRO will be on School campus of their assigned school each day that School is in session during the regular school year one-half (½) hour prior to the start of classes until one-half (½) hour after classes are dismissed. The SRO's activities will be restricted to the assigned school campus except for:

- a. Follow-up home visits when needed as a result of School-related student problems.
- b. Response to off-campus, but School-related criminal activity.
- c. Response to emergency law enforcement activities or court appearances.

9. SCHOOL DISTRICT RESPONSIBILITIES. School District will provide the SRO with access to a secure office and such equipment as is necessary at School. This equipment

shall include, but not be limited to, a telephone, fax, computer printer, copier, filing space capable of being secured, and access to a computer and/or secretarial assistance. In the event of termination of this Agreement, all such equipment shall be returned to School District.

10. RECORDS. City will perform an annual employee performance evaluation on each assigned SRO. The SRO's supervisor will accept input from a designee of School District prior to completing the evaluation. All records, including performance evaluations, daily activity reports and any statistical report generated will be stored in a manner consistent with the policies of City.

11. LEGAL CONTINGENCIES.

- 11.1 Nondiscrimination. Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, they will not 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 the race, color, religion, sex, disability, or national origin or similarly protected status of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
- 11.2 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- 11.3 Applicable Law and Venue. Parties to this Agreement shall comply with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Sarpy County and for any federal legal proceedings in the United States District Court for the State of Nebraska located in Omaha, Nebraska.
- 11.4 Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.
- 11.5 Amendments. This Agreement may be modified only by written amendment, duly executed by authorized officials of 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.
- 11.6 Assignment. None of the Parties may assign its rights under this Agreement without the express prior written consent of the other Party.

- 11.7 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.
- 11.8 Waiver. Failure or delay by any Party to exercise any right of power under this Agreement will not operate as a waiver of such right or power. 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 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 either 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.
- 11.9 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.
- 11.10 Dispute Resolution. Any dispute which, in the judgement of a Party of this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties' authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually 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. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. The Parties may agree to submit any dispute to nonbinding mediation with a mutually acceptable mediator prior to commencement of a legal action by any Party.
- 11.11 Indemnification. Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement.

11.12 No Third Party Rights. The 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 insure to the benefit of a Party's employees, officers, and agents.

11.13 New Employee Work Eligibility Status. Each Party is required and hereby agrees to use a federal immigration verification system to determine work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 98 U.S.C. §1324(a), 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.

11.14 Authorized Representative and Notice. In further consideration of the mutual covenants herein contained, the Parties expressly agree that for the purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitation thereafter, the following named individuals shall be the authorized representative of the Parties:

<u>For CITY</u>	<u>For SCHOOL DISTRICT</u>
Chief of Police	Superintendent
La Vista Police Department	Papillion La Vista Community Schools
City of La Vista	420 S. Washington Street
7701 S. 96 ST	Papillion, NE 68046
La Vista, NE 68128	(402) 537-6200
(402) 331-1582	

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case 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.

11.15 Confidential Information and FERPA. Student "educational records" maintained by the School District are confidential information, governed and protected by the federal law known as the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232(g)), as amended, and its related regulations promulgated by the Department of Education, found at 34 CFR Part 99. This Agreement shall refer to the Act and the regulations collectively as "FERPA." The Parties agree to comply with all applicable provisions of FERPA. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student record information in a manner not permitted by FERPA. The Parties further

acknowledge that School District has implemented policies and guidelines which describe when and how protected student information may be obtained, shared, or otherwise disseminated and that City and its agents are subject to such policies and guidelines and will comply with same. School District shall provide a copy of these policies and guidelines to the assigned SROs and the Department.

- 11.16 Drug Free Policy. Both Parties maintain that each has established and maintains a drug free workplace policy.
- 11.17 Insurance. Both Parties agree to maintain during the term of this Agreement, each at its own expense, comprehensive insurance in the minimum amount of \$1,000,000.00 per occurrence and \$5,000,000.00 in the aggregate protecting them against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury, and (3) property damage, which may arise from acts under this Agreement. Copies of the certificate of insurance shall be provided to the other Party upon request.

Each Party shall maintain during the term of this Agreement the applicable Nebraska statutory Workers' Compensation coverage for its own employees.

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 a Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.

- 11.18 No separate legal entity. This Agreement does not establish a separate legal entity to conduct the SRO Program.
- 11.19 Legal obligations. This Agreement will not relieve either Party of any obligation or responsibility imposed upon it by law.

[Signature page follows]

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates evidenced below.

CITY OF LA VISTA:

Douglas Kindig, Mayor

(date)

PAPILLION LA VISTA COMMUNITY SCHOOLS:

Dr. Andrew Rikli, Superintendent

(date)

Robert S Lausten, Chief of Police (date)

ATTEST:

Pamela A. Buethe, City Clerk
(SEAL)

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 16, 2017 AGENDA

Subject:	Type:	Submitted By:
APPROVE AGREEMENT - US CELLULAR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEREMY KINSEY POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a memorandum of lease and agreement with US Cellular, Chicago, Illinois.

FISCAL IMPACT

None

RECOMMENDATION

Approval.

BACKGROUND

The Police Department has recently transferred our primary cellular carrier for department issued cellular phones and cellular data sims for our in-cruiser Mobile Data Computers (MDC) to US Cellular. Previously, our cell phones and cellular data sims were provided by two separate carriers.

After research and meeting with cellular provider companies, it was determined that it would be more prudent and cost effective to put both the cell phone and data sim service under one provider. After meeting with US Cellular, it was determined they were the best wireless communications provider for our systems and for customer service. Additionally by switching to the one provider, the Police Department was able to increase the number of cellular lines to meet current needs with a modest savings compared to what was being spent under two separate cellular providers.

With the change to US Cellular, they have agreed to install an in-building cellular reception repeater inside the Police Station to increase our cellular range within the building, which would eliminate cellular reception issues. There is no cost associated with this lease agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A 5-YEAR AGREEMENT WITH US CELLULAR FOR THE INSTALLATION OF WIRELESS COMMUNICATIONS EQUIPMENT.

WHEREAS, US Cellular currently provides services for law enforcement agencies and municipal governments throughout the US and is currently the wireless communications provider for the La Vista Police Department;

WHEREAS, Installation of a wireless telecommunications repeater and related equipment is needed inside the La Vista Police Station;

WHEREAS, the City Council of the City of La Vista has determined that the need exists to provide innovative and efficient services to the citizens of La Vista, and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the Mayor and City Clerk be, and hereby are, authorized to execute a 5 year contract with US Cellular, Chicago, Illinois.

PASSED AND APPROVED THIS 16TH DAY OF MAY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

**Mandy Garrod, CMC
Deputy City Clerk**

IN-BUILDING LEASE AND AGREEMENT

This In-Building Lease and Agreement (the "In-Building Agreement") by and between the City of LaVista (Police Department), located at 7701 S 96th St, La Vista, NE 68128 ("Landlord"), and USCOC of Greater Iowa, LLC ("Tenant"), Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631. In this In-Building Agreement, the parties are sometimes collectively referred to as the "Parties" and singly as a "Party".

Whereas, simultaneously with entering into this In-Building Agreement, the Parties may have executed a Business Customer Service Agreement; pursuant to which Tenant shall provide and sell, and Landlord shall lease and use, certain wireless telecommunications services ("Service") and related equipment ("Equipment"); and

Whereas, Landlord owns and uses as its business location that certain office building located at 7701 S 96th St, Sarpy County, La Vista, NE 68128 (the "Building"); and

Whereas, Landlord wishes to obtain, and Tenant wishes to provide, improved wireless communication service in the Building; and

Whereas, Tenant is able to provide improved in-building wireless communication service by installing certain wireless telecommunications repeater(s) and related equipment (the "In-Building System") within the Building.

Now, therefore, in consideration of mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. System Design, Approval and Installation. Tenant, at its expense, shall design and install the In-Building System, subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

2. Demise of Premises. Landlord hereby lets and demises unto Tenant, and Tenant hereby accepts from Landlord the following described premises located within the Building:

- a. Space in the building for up to six (6) antennas and the In-Building System at locations determined upon mutual agreement of the Parties.
- b. Space on the roof of the Building for certain In-Building System components, including but not limited to one (1) donor antenna, as specified in Exhibit A.

- c. Space in the Building to extend and connect telecommunications lines for signal carriage within the In-Building System, as more fully set forth in Exhibit A.
- d. Space in the building to extend and connect electric utility service lines between the In-Building System and utility company service connection points.
- e. The approximate size, shape and description of the in-building equipment, antenna and telecommunications lines shall be included as Exhibit A to this In-Building Agreement.

3. Grant of Easement; Non-Interference with Business Operations. To effect the purposes of this In-Building Agreement, Landlord hereby grants to Tenant a non-exclusive Easement appurtenant to the Building to enter the Building and so much of Landlord's business premises as Tenant, in its discretion, deems reasonably necessary; during normal business hours; for the purpose of installing and maintaining the In-Building System; provided, however, that Tenant shall not unreasonably interfere with Landlord's business operations. If, in Tenant's opinion, installation and/or maintenance of the In-Building System is reasonably likely to interfere with Landlord's business operations, then Tenant shall provide Landlord with reasonable advance notice of the anticipated interference, and obtain Landlord's prior consent; provided, further, that Landlord's consent shall not be unreasonably withheld, conditioned, or delayed.

4. Use of the Building. Tenant shall be entitled to non-exclusive use of the Building to install, operate, modify as necessary and maintain its In-Building System, together with any and all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy.

5. Term and Termination. The initial lease term will be five (5) years (the "Initial Term"), commencing on the full execution of this Agreement. This Agreement automatically renew for up to three (3) additional terms of five (5) years each, unless Tenant notifies Landlord that it will not renew the Agreement prior to the expiration of the term then present at the time of such notice.

6. Option to Terminate. In the event that Tenant determines, in its reasonable opinion, that the In-Building System is no longer necessary for the provision of Service to Landlord, then Tenant shall have the right to terminate this In-Building Agreement and to remove the In-Building System, provided that such removal shall not unreasonably interfere with Landlord's business operations; and, further, that if interference is reasonably anticipated, then the provisions of Section 3, above, shall apply.

7. Utilities. At Landlord's expense, Tenant shall be entitled to connect to and receive unmetered electricity for the In-Building System from a suitable electric service outlet.

8. Repairs. Tenant, at its expense, shall be responsible for all repairs to the In-Building System and Tenant, at its expense and in its discretion, may replace and substitute the In-Building System components in order to achieve the purposes of this Agreement.

9. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant's presence upon Landlord's business premises. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

10. Limitation of Liability. Tenant's liability regarding Landlord's use of the In-Building System or related equipment, or any failure of or inability to use the Service or Equipment, is limited to the charges Landlord incurs for the applicable Service or Equipment during the affected period. This means Tenant is not liable for any incidental, indirect or consequential damages (including, without limitation, lost profits or lost business opportunities), punitive or exemplary damages, or attorneys' fees.

11. Disclaimer of Warranties. Tenant makes no warranty regarding the In-Building System, including but not limited to its equipment or software components; and Tenant disclaims any implied warranty, including any warranties of merchantability, non-infringement or fitness for a particular purpose. Tenant is not responsible for circumstances beyond its control, including without limitation, acts or omissions of others, atmospheric conditions, or acts of God. Tenant does not manufacture the In-Building System, including but not limited to its equipment or software components, and Landlord's only warranties and representations with respect to equipment or software are those provided by the manufacturers, if any (with respect to which Tenant has no liability whatsoever).

TENANT SHALL HAVE NO LIABILITY TO LANDLORD OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE IN-BUILDING SYSTEM. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TENANT SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE IN-BUILDING SYSTEM FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

12. Insurance. Tenant shall continuously maintain in full force and effect its customary policy of commercial general liability insurance with limits of no less than One Million Dollars.

13. Assignment of In-Building Agreement by Tenant. Tenant's interest under this In-Building Agreement may be freely assigned in connection with the transfer of Tenant's FCC authorization to operate a commercial mobile radio base station at the Site, so that the name and identity of the holder of Tenant's interest hereunder can be consistent with the name and identity of the holder of said FCC authorization. Any other assignment of this In-Building Agreement by Tenant shall require Landlord's prior written consent, which shall not unreasonably be withheld, conditioned or delayed.

14. Removal of In-Building System. Landlord agrees and acknowledges that the In-Building System is Tenant's personal property and shall never be considered fixtures to Building or Landlord's business premises. Tenant shall at all times be authorized to remove Tenant's In-Building System from the Building. Within thirty (30) days after any termination of the In-Building Agreement, Tenant shall remove all of its equipment from the Building and restore the Building to its original condition, reasonable wear and tear excepted. Landlord acknowledges that if, at any time, Landlord discontinues being a U. S. Cellular customer; then Tenant will terminate this In-Building Agreement and remove Tenant's equipment from Landlord's Building.

15. Binding Effect. All of the covenants, conditions, and provisions of this In-Building Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. Modifications. This In-Building Agreement may not be modified, except in writing, by the parties' duly authorized representatives, or their successors, who executed this In-Building Agreement.

[END OF AGREEMENT – SIGNATURE PAGE TO FOLLOW]

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:

USCOC OF GREATER IOWA, LLC
(TENANT)

Vice-President

ATTEST

CITY OF LA VISTA, NEBRASKA

(SEAL)

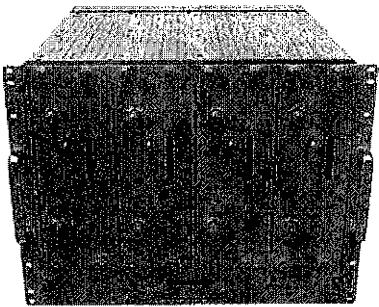
City Clerk

(Mayor)

Attachment A
List of Equipment

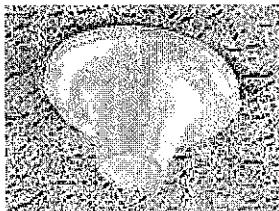
Amplifier

1 ADRF SDR30C Repeater



Indoor antennas

Up to 6 Omni In-Bldg. Antennas as needed



Outdoor donor antenna

1-Yagi Antenna



Cabling

1/2" Coax Cable



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 16, 2017 AGENDA

Subject:	Type:	Submitted By:
POSITION DESCRIPTION UPDATE	RESOLUTION ORDINANCE ♦ RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

The Police Department position description for Police Academy Training Coordinator is a new position description for the Sarpy-Douglas Law Enforcement Academy is presented for review.

FISCAL IMPACT

The position will be proposed in the FY18 second year of the Biannual Budget and will not be filled unless approved and after October 1, 2017.

RECOMMENDATION

Approval

BACKGROUND

The job description for the Police Academy Training Coordinator position is being proposed and is a new job description for the proposed Sarpy-Douglas Law Enforcement Academy is being presented. City Council approved the interlocal cooperation agreement creating the Sarpy-Douglas Law Enforcement Academy. Under this agreement the position is directly responsible for curriculum and training policy development and implementation in administering the State Certified Police Training Program (in accordance with the responsibilities and duties of the training director as established by the Nebraska Police Standards Advisory Council, as set forth in Title 79, Chapter 16); oversees and supervises Training Instructors; and performs related work as required. The Police Academy Training Coordinator will be located at the La Vista Police Department and will be a City full-time employee.

POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Police Training Coordinator

POSITION REPORTS To: Police Chief

POSITION SUPERVISES: Law Enforcement Training Instructors

DESCRIPTION:

Under administrative direction of the Police Chief, the position is directly responsible for curriculum and training policy development and implementation in administering the State Certified Police Training Program (in accordance with the responsibilities and duties of the training director as established by the Nebraska Police Standards Advisory Council, as set forth in Title 79, Chapter 16); oversees and supervises Training Instructors; and performs related work as required.

ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Provides direction and oversees activities and operations of assigned functions to assure maximum efficiency and effectiveness in meeting established goals and objectives.
2. Works closely with the Agency Heads of the Participating Agencies to ensure that internal systems are operating effectively.
3. Provides leadership, direction and guidance in overall financial strategies and organizational priorities.
4. Coordinates and guides strategic processes based on present and future service demands in areas of responsibility.
5. Coordinates, supervises, and evaluates all of the instructional staff, involving curriculum, assignment of duties, planning, coordinating, and evaluation of work.
6. Develops the curriculum for state certified training programs by conducting research relative to curriculum development, preparing course outlines, handout materials, audio-visual materials, and other resource materials relative to the criminal justice and law enforcement fields.
7. Prepares written evaluations on all course material presented for certification by law enforcement instructors.
8. Instructs law enforcement, corrections, and specialized training courses as necessary.
9. Attends training or education sessions and may represent the agency at conferences.
10. Provides technical assistance to law enforcement instructors.
11. Performs responsibilities in a manner that clearly shows effective communication and collaboration and that promotes open exchange of information, respect, high ethical standards and professionalism.
12. Supervises and provides direction and guidance to assigned staff; evaluates and reviews work performance; works with employees to correct deficiencies; documents corrective action and applies City policy as needed.
13. Prepares a variety of studies, reports and related information for decision-making purposes; conducts research, does analysis, and prepares recommendations regarding policies, procedures or proposals for programs, grants, services, budget, equipment, etc.
14. Directs the implementation of educational and training programs for Police Department employees.
15. Maintains awareness of modern police methods and administration by attending conferences, conventions and other educational and professional meetings.
16. Makes public presentations.
17. Performs other duties as directed or as the situation dictates.

Note: Physical examination and drug screening tests will follow all conditional offers of employment.

ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

- Work is performed both indoors and outdoors year round in varying weather and environmental conditions. Exposure to climatic conditions includes hot, cold, wet and/or humid weather conditions.
- Work is also performed in office settings. Hand-eye coordination is necessary to efficiently operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee is occasionally required to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus. Must be able to hear and understand voices at normal conversational levels.

EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE

1. Bachelor's Degree in criminal justice or related field plus ten years increasingly responsible law enforcement experience including supervisory and administrative experience OR Master's degree in criminal justice or related field and five years increasingly responsible law enforcement experience including supervisory and administrative experience.
2. Two years of demonstrated background/experience in the planning/presenting/delivery of law enforcement training and/or related field through formal training sessions, workshops, seminars, or other instructional venues.
3. Must possess a valid driver's license.
4. Must be a U.S. citizen.

SPECIAL REQUIREMENTS

1. No prior criminal history
2. Must not engage in conduct or a pattern of conduct that would jeopardize public trust; must be of good moral character

KNOWLEDGE, SKILLS AND ABILITIES

1. Excellent leadership and communication skills.
2. Outstanding interpersonal skills to provide effective leadership to subordinates, and to develop cooperative working relationships with law enforcement officials, fellow employees, members of the public and patrons.
3. Ability to establish and maintain effective working relations with law enforcement officers and supervisors; exercise good judgment, tact and diplomacy in dealing with city officials, department personnel, volunteers, patrons, outside agencies and the public.
4. Knowledge of personnel laws, principles and procedures and skills in training, supervision, employee counseling/discipline, classification and personnel policies.
5. The ability to evaluate and make recommendation on training programs, policies and operational needs.
6. Ability to accomplish tasks in a timely manner to meet deadlines.
7. Ability to analyze organizational and administrative problems, adopt an effective course of action and provide leadership to others in such actions.
8. Ability to work independently, as part of a team, and with the public.
9. Ability to provide own transportation.
10. Ability to resolve conflicts.
11. Ability to maintain regular and dependable attendance
12. Effective writing skills and sufficient oral skills to speak in public and deliver presentations.
13. Knowledge of applicable state, federal and local ordinances, laws, rules, and regulations.
14. Knowledge and understanding of computer operations.
15. Extensive knowledge of the principles and practices of modern police department administration, organization and operations. Knowledge of the equipment, automation, and weapons used in modern law enforcement, including communications systems and vehicles.

16. Knowledge of the laws governing rights of citizens, custody of persons, search and seizure, the rules of evidence, and the maintenance and use of police records and their application to the solution of police problems.
17. Ability to handle confidential information in a sensitive manner.

Contributions this Position Makes to the City

This position provides highly responsible assistance to the Police Department and contributes to the success of the City by coordinating training of police employees and recruits.

Disclaimer:

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

I have read and understand the requirements of this position description.

(Signature)

(Date)

DRA