

ITEM D

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

Subject:	Type:	Submitted By:
AMENDMENT TO COMMERCIAL SUBDIVISION AGREEMENT — WOODHOUSE PLACE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to authorize the execution of an Amendment to the Commercial Subdivision Agreement, satisfactory in form to the City Administrator and City Attorney, for Woodhouse Place, generally located southwest of 144th & Giles Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

On April 4, 2017 the City Council adopted Resolution No. 17-043 approving a Commercial Subdivision Agreement for Woodhouse Place.

This amendment is proposed to clarify the ownership and maintenance aspects of the storm and sanitary sewer system serving the subdivision upon annexation.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE COMMERCIAL SUBDIVISION AGREEMENT FOR WOODHOUSE PLACE IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, the City Council did on April 4, 2017, approve the Commercial Subdivision Agreement for Woodhouse Place; and

WHEREAS, the City has proposed an amendment to Section 15 of the agreement relating to the ownership and maintenance of public storm and sanitary sewers in the subdivision; and

NOW THEREFORE, BE IT RESOLVED, that an Amendment to the Commercial Subdivision Agreement presented at the September 5, 2017, City Council meeting for Woodhouse Place be, and hereby is approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City, subject to any additions, subtractions, or revisions thereto that the City Administrator and City Attorney may determine necessary or appropriate.

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

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

**Pamela A. Buethe, CMC
City Clerk**

FIRST AMENDMENT TO SUBDIVISION AGREEMENT

(Woodhouse Place)

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

THIS First Amendment to the Subdivision Agreement, made this 5th day of September, 2017, by and between LB Southwest LLC, a Nebraska limited liability company, (hereinafter referred to as the "Subdivider"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider and City entered into a Subdivision Agreement on April 4, 2017, for Woodhouse Place (herein "Subdivision Agreement"); and

WHEREAS, the Subdivision Agreement provided for the construction of public infrastructure improvements; and

WHEREAS, the parties wish to amend the Subdivision Agreement to clarify ownership and maintenance of sewers in the subdivision.

NOW, THEREFORE, IT IS AGREED THAT THE SUBDIVISION AGREEMENT IS AMENDED as follows:

I. Section 15 of the Subdivision Agreement is hereby deleted and shall be replaced with the following paragraph:

"15. Maintenance and Repair of Infrastructure Improvements. The Subdivider, at Subdivider's sole cost and expense, shall maintain and keep in good repair, in perpetuity, all improvements of or benefiting the Subdivision, provided that City, subject to the following improvements being in good condition and repair at the following times, will assume responsibility for repair and maintenance of the following:

- A. The following improvements within Virginia Street and South 145th Street right-of-way and approved easements granted to the City at time of City's annexation of the Subdivision:
 1. Paving (exclusive of median and median improvements), public storm sewer, and public sanitary sewer, except for any such sewer that the County owns and operates at the time of such annexation, unless otherwise agreed upon prior to annexation.
 2. OPPD charges for maintenance and energizing of street lighting, except as otherwise may be provided by policies or procedures of OPPD as implemented or amended from time to time for payment of any such charges by property owners.

Except for the foregoing improvements within Virginia Street and South 145th Street right-of-way and approved easements granted to the City as afore-provided to be the City's obligations, the obligation to repair, maintain and reconstruct improvements shall be that of the Subdivider, at Subdivider's sole cost and expense."

II. Except as expressly modified by this First Amendment, all terms and conditions of the Subdivision Agreement remain in full force and effect.

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

LB Southwest LLC, a Nebraska LLC

BY: _____

Paul Cech

TITLE: _____

ATTEST: CITY OF LA VISTA

By _____

City Clerk Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF _____) ss.

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

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

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF _____) SS.

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

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

Notary Public