



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **JEREMY SCHLEGEL OF LA VISTA PUBLIC WORKS**, FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Jeremy Schlegel**, has served the City of La Vista since July 21, 2008; and

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Jeremy Schlegel** on behalf of the City of La Vista for 10 years of service to the City.

DATED THIS 21ST DAY OF AUGUST, 2018.

Douglas Kindig, Mayor

Kim J. Thomas
Councilmember, Ward I

Mike Crawford
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

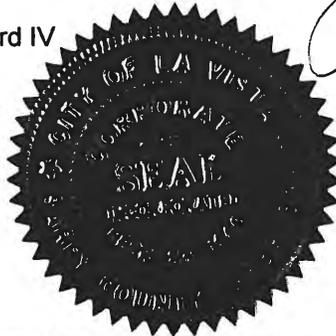
Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Jim Frederick
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **MICHAEL DORNBUSCH OF LA VISTA PUBLIC WORKS**, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Michael Dornbusch**, has served the City of La Vista since July 15, 2013; and

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Michael Dornbusch** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 21ST DAY OF AUGUST, 2018.

Douglas Kindig, Mayor

Kim J. Thomas
Councilmember, Ward I

Mike Crawford
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Jim Frederick
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC
City Clerk



MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING AUGUST 8, 2018

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on August 8, 2018. 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 Public Works Soucie, Community Development Director Birch, City Engineer Kottmann, Assistant Library Director Norton, Director of Administrative Services Pokorny, Finance Director Miserez, Recreation Director Stopak, and Human Resources Director Czarnick.

A notice of the meeting was given in advance thereof by publication in the Times on July 25, 2018. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

APPOINTMENT - PAT LODES - PERSONNEL BOARD - 6 YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Pat Lodes to the Personnel Board for a 6-year term.

Councilmember Sell made a motion to approve the appointment. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JULY 16, 2018 CITY COUNCIL BUDGET WORKSHOP
3. APPROVAL OF THE MINUTES OF THE JULY 17, 2018 CITY COUNCIL MEETING
4. APPROVAL OF THE MINUTES OF THE JULY 17, 2018 CITY COUNCIL BUDGET WORKSHOP
5. APPROVAL OF THE MINUTES OF THE JULY 18, 2018 PARK & RECREATION ADVISORY COMMITTEE MEETING
6. REQUEST FOR PAYMENT - TERRACON CONSULTANTS, INC. - PROFESSIONAL SERVICES - FORMER FIRST NATIONAL BANK - \$950.00
7. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC - PROFESSIONAL SERVICES - PHASE 1 GOLF COURSE TRANSFORMATION - PROPOSED LAKE IMPROVEMENTS - \$10,835.90
8. REQUEST FOR PAYMENT - CIVIC NEBRASKA - PROFESSIONAL SERVICES - PAPPILLION-LA VISTA STORMWATER OUTREACH - \$1,919.69
9. REQUEST FOR PAYMENT - RDG PLANNING & DESIGN - PROFESSIONAL SERVICES - CIVIC CENTER PARK PHASE 1 - \$746.40
10. REQUEST FOR PAYMENT - OLSSON & ASSOCIATES - PROFESSIONAL SERVICES - CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE - \$38,507.96
11. REQUEST FOR PAYMENT - BLADE MASTERS GROUND MNTC., INC. - CONSTRUCTION SERVICES - GOLF COURSE TRANSFORMATION - PHASE 1 GRADING - \$103,821.78
12. REQUEST FOR PAYMENT - HAWKINS CONSTRUCTION COMPANY - CONSTRUCTION SERVICES - PARKING DISTRICT NO. 2, STRUCTURE 1 - \$120,308.22
13. REQUEST FOR PAYMENT - ENVISIO - PROFESSIONAL SERVICES - GOVBENCHMARK AND STRATEGIC PLAN SOFTWARE - \$8,000.00

MINUTE RECORD

August 8 2018

No. 729 — REEIELD & COMPANY, INC. OMAHA E1310558LD

14. APPROVE MANAGER APPLICATION – CLASS IK LIQUOR LICENSE – LA VISTA ES CATERING CO., INC. DBA LA VISTA EMBASSY SUITES –

CAMERON N. KROLL

15. APPROVAL OF CLAIMS

911 CUSTOM LLC, services	\$9,864.77
ACCESS BANK, services	\$3,066.27
ACCO UNLIMITED CORP, supplies	\$1,769.00
ACTION BATTERIES, maint.	\$196.56
ALLY BANK, services	\$356.91
AMERICAN PLANNING ASSOCIATION, services	\$431.00
A-RELIEF, services	\$719.00
ASPHALT & CONCRETE MATERIALS, maint.	\$963.23
BAXTER CHRYSLER DODGE JEEP, maint.	\$113.59
BAXTER FORD, maint.	\$13.05
BEAUMONT, MITCH, travel	\$256.00
BEN VILLOSIS, refund	\$24.00
BISHOP BUSINESS EQUIPMENT, services	\$1,967.83
BKD LLP, services	\$1,820.00
BLACK HILLS ENERGY, utilities	\$1,483.86
BLADE MASTERS GROUNDS MNTNC INC, services	\$157,100.90
BUETHE, PAM, travel	\$24.00
CATERPILLAR FINANCIAL, services	\$3,075.62
CENTER POINT PUBLISHING, books	\$408.66
CENTURY LINK, phones	\$454.29
CENTURY LINK BUSN SVCS, phones	\$124.76
CHRISTINE HOIT, services	\$60.00
CITY OF OMAHA, services	\$144.00
CITY OF PAPIILLION, services	\$188,269.54
CIVICPLUS, services	\$16,499.17
CMS-CTR FOR MUNICIPAL SOLUTNS, services	\$500.00
CONSOLIDATED MANAGEMENT, services	\$17.48
CORNHUSKER INTL TRUCKS INC, maint.	\$47.96
COX COMMUNICATIONS, services	\$147.03
CULLIGAN OF OMAHA, services	\$49.65
DANIEL S KRAFT, services	\$22.00
DATASHIELD CORP, services	\$60.00
DEARBORN NAT'L LIFE INSURANCE CO, services	\$1,116.00
DESIGN WORKSHOP INC, services	\$43.15
DIGITAL ALLY INC, services	\$7,110.00
DLR GROUP, services	\$3,443.50
EBIX, INC., services	\$178.56
EDGEWEAR SCREEN PRINTING, services	\$78.00
ENTERPRISE FM TRUST, services	\$580.01
EXPRESS DISTRIBUTION LLC, supplies	\$513.47
FALCON ROAD EQUIPMENT, services	\$42,086.00
FBG SERVICE CORP, services	\$5,965.00
FEDEX, services	\$127.49
FILTER CARE, maint.	\$10.35
FIRST NAT'L BANK FREMONT, bonds	\$236.13
FIRST STATE BANK, services	\$5,668.85
FITZGERALD SCHORR BARMETTLER, services	\$37,873.00
FUN SERVICES - OM, services	\$585.00
GALE, books	\$238.40
GCR TIRES & SERVICE, maint.	\$249.02
GENERAL FIRE & SAFETY EQUIP CO, services	\$189.50
GENUINE PARTS CO-OMAHA, maint.	\$1,387.28
GODFATHER'S PIZZA, services	\$767.50
GRAHAM CONSTRUCTION, services	\$694,507.44
GRAINGER, maint.	\$372.71
HAMILTON COLOR LAB, services	\$960.00

MINUTE RECORD

August 8 2018

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

HANEY SHOE STORE, apparel	\$448.99
HANNAYA HEALING, services	\$295.00
HDR ENGINEERING INC, services	\$18,031.53
HOME DEPOT, services	\$41.84
HONG'S ALTERATION & DRY CLEANING, services	\$503.00
HY-VEE INC, supplies	\$336.93
IA NE SD PRIMA CHAPTER, services	\$125.00
IDEAL IMAGES, INC., services	\$200.00
INCIDENT RESPONSE TECHNOLOGIES INC, services	\$2,103.75
INDUSTRIAL SALES CO INC, services	\$483.96
INGRAM LIBRARY SERVICES, books	\$1,704.19
J & J SMALL ENGINE, maint.	\$726.58
JOE PUTJENTER, services	\$2,000.00
JONES AUTOMOTIVE INC, maint.	\$2,234.04
KRIHA FLUID POWER CO INC, maint.	\$140.56
KUBOTA OF OMAHA, maint.	\$60.46
LV COMM FOUNDATION, payroll	\$60.00
LAUSTEN JR ROBERT S, services	\$500.00
LAW ENFORCEMENT TARGETS INC, services	\$107.35
LIBRA INDUSTRIES INC, services	\$207.00
LIBRARY IDEAS LLC, media	\$1.50
LIFEGUARD STORE INC, supplies	\$41.00
LOGAN CONTRACTORS SUPPLY, maint.	\$102.60
LOU'S SPORTING GOODS, supplies	\$461.92
LOVELAND GRASS PAD, services	\$15.16
L-TRON CORP, services	\$250.60
MAMA'S PIZZA, services	\$1,514.75
MARCO INC, services	\$113.60
MARTIN MARIETTA AGGREGATES, services	\$24.35
MATHESON TRI-GAS INC, services	\$64.38
MATTHEW CHARLES ROLLAND, services	\$175.00
MAX I WALKER UNIFORM, services	\$1,225.19
MENARDS-RALSTON, bld&grnds	\$562.48
METRO AREA TRANSIT, services	\$539.00
MUD, utilities	\$12,107.61
MICHAEL JARVIS, services	\$90.00
MID CON SYSTEMS INC, services	\$36.91
MIDWEST RIGHT OF WAY SVCS INC, services	\$762.50
MIDWEST TAPE, supplies	\$75.07
MILLER PRESS, services	\$375.00
MIRACLE RECREATION EQUIPMENT, services	\$594.00
MSC INDUSTRIAL SUPPLY CO, bld&grnds	\$1,645.13
MUNICIPAL PIPE TOOL CO LLC, services	\$1,172.01
MUZZY ICE, services	\$506.25
NE DEPT OF REVENUE-lottery	\$82,015.00
NE DEPT OF REVENUE-sales tax	\$2,261.08
NE CODE OFFICIALS ASSN, services	\$500.00
NE LAW ENFORCEMENT, services	\$886.72
NEWMAN TRAFFIC SIGNS, services	\$646.43
NMC EXCHANGE LLC, services	\$590.00
NOVA FITNESS EQUIPMENT CO, services	\$89.00
OCLC INC, services	\$149.77
OFFICE DEPOT INC, supplies	\$678.73
OLSSON ASSOCIATES, services	\$75,653.99
OMAHA COMPOUND CO, supplies	\$132.98
OPPD, utilities	\$51,547.62
O'REILLY AUTOMOTIVE STORES, maint.	\$70.37
PETTY CASH, services	\$264.66
PITNEY BOWES, services	\$1,579.71
PIZZA WEST INC, services	\$375.00

MINUTE RECORD

August 8 2018

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

PLAINS EQUIPMENT GROUP, maint.	\$1,066.76
POWER DMS INC, services	\$457.20
RAINBOW GLASS & SUPPLY, bld&grnds	\$345.97
RDG PLANNING & DESIGN, services	\$103.70
READY MIXED CONCRETE CO, services	\$2,576.43
REPCO MARKETING INC, services	\$41.30
RICK NELSON PHOTOGRAPHY, services	\$1,300.00
ROBERT D COCO, services	\$44.00
SAPP BROS PETROLEUM INC, maint.	\$1,645.50
SARPY COUNTY COURTHOUSE, services	\$4,100.03
SARPY COUNTY REGISTER OF DEEDS, services	\$184.00
SARPY COUNTY TREASURER, services	\$3,820.25
SCHAEFFER MANUFACTURING CO, maint.	\$413.10
SCHEMMER ASSOCIATES INC, services	\$249.92
SHEPPARD'S BUSINESS INTERIORS, services	\$1,257.00
SIGN IT, services	\$80.00
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$2,562.70
STANDARD HEATING AND AIR COND, bld&grnds	\$4,410.00
STATE STEEL OF OMAHA, services	\$69.00
SUN COUNTRY DISTRIBUTING LTD, supplies	\$31.85
SYMBOL ARTS LLC, services	\$60.00
TED'S MOWER SALES, services	\$153.40
TERRY L WEAVER, services	\$22.00
THOMPSON DREESSEN & DORNER, services	\$95.00
TODCO BARRICADE CO, services	\$400.00
TOSHIBA, services	\$127.40
TRIDENT FURNITURE, services	\$2,878.48
TWIN CREEK ANIMAL HOSPITAL, services	\$350.00
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
UNITED PARCEL, services	\$266.85
UNITED RENT-ALL, services	\$1,119.52
UNITED STATES TREASURY, services	\$222.27
UTILITY EQUIPMENT CO, maint.	\$60.00
VALENTINO'S, services	\$592.90
VERIZON WIRELESS, services	\$208.93
VIERREGGER ELECTRIC CO, services	\$67,327.59
WAL-MART, supplies	\$1,536.50
WESTLAKE HARDWARE INC, bld&grnds	\$1,368.10
WHITE CAP CONSTR, supplies	\$285.44
WOODHOUSE LINCLN-MAZDA-PORSCHE, maint.	\$489.76

Councilmember Hale made a motion to approve the consent agenda. Seconded by Councilmember Thomas. Councilmember Thomas 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.

SECOND QUARTER REPORT -- SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION

Josh Charvat from the Sarpy County Economic Development Corporation gave a report on the second quarter activity in Sarpy County.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Community Relations Coordinator Beaumont reported that over 900 people attended the Taste of La Vista event.

Police Chief Lausten reported that the Sarpy County/Douglas County Law Enforcement Academy started on August 6 with twelve recruits. He also showed a video on the 2018 National Night Out.

MINUTE RECORD

August 8 2018

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

Assistant Director of Public Works Calentine reported that OPPD began work on the power line relocation. OPPD has five poles up on 72nd Street. They are starting there so that they will not impact the school once school starts.

B. 2019-2023 CAPITAL IMPROVEMENT PROGRAM **1. PUBLIC HEARING**

At 6:19 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the 2019-2023 Capital Improvement Program.

At 6:20 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION – ADOPTION OF 2019-2023 CAPITAL IMPROVEMENT PROGRAM

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-102 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE 2019-2023 CAPITAL IMPROVEMENT PROGRAM (CIP) FOR INFRASTRUCTURE AND OTHER CAPITAL IMPROVEMENTS FOR THE CITY OF LA VISTA.

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

WHEREAS, the La Vista Planning Commission has reviewed the 2019-2023 Capital Improvement Program (CIP) for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's 2019-2023 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the 2019-2023 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the La Vista City Council;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the 2019-2023 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

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

C. FISCAL YEAR 18/19 & FISCAL YEAR 19/20 MUNICIPAL BUDGETS **1. PUBLIC HEARING**

At 6:21 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Fiscal Year 18/19 and Fiscal Year 19/20 Municipal Budgets. Finance Director Miserez went over the changes that had been made since the budget workshop. The next update will happen after the final property valuation comes in on August 20.

At 6:25 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

MINUTE RECORD

August 8 2018

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

2. APPROPRIATIONS ORDINANCE – FIRST READING

Councilmember Quick introduced Ordinance No. 1323 entitled: AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2019; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020 SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE CERTIFICATION OF THE TAX LEVY HEREIN SENT TO THE COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Hale made a motion to approve Ordinance No. 1323 on its first reading and pass it on to a second reading. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

3. MASTER FEE ORDINANCE – FIRST READING

Councilmember Thomas introduced Ordinance No. 1324 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1318, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Hale made a motion to approve Ordinance No. 1324 on its first reading and pass it on to a second reading. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

D. APPROVAL OF THE NEW APPLICATION FOR A CLASS I LIQUOR LICENSE – FOEH SURE PROPERTIES, LLC DBA THE STEPPE CENTER **1. PUBLIC HEARING**

At 6:28 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the approval of the new application for a Class I Liquor License for Foeh Sure Properties, LLC dba The Steppe Center. Mr. and Mrs. Foehlinger, owners, spoke in favor of granting the license.

At 6:32 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION – APPROVAL OF CLASS I LIQUOR LICENSE APPLICATION

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-103 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION FOR FOEH SURE PROPERTIES, LLC DBA THE STEPPE CENTER IN LA VISTA, NEBRASKA.

WHEREAS, Foeh Sure Properties, LLC dba The Steppe Center, 11730 Peel Circle, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

MINUTE RECORD

August 8 2018

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by Foeh Sure Properties, LLC dba The Steppe Center, 11730 Peel Circle, La Vista, Sarpy County, Nebraska.

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

E. RESOLUTION – AWARD PUBLIC WORKS UNIFORM CONTRACT

Councilmember Hale introduced and moved for the adoption of Resolution No.18-104 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARING A CONTRACT TO CINTAS, OMAHA, NEBRASKA FOR RENTAL AND SERVICE FOR UNIFORMS AND SHOP TOWELS IN AN AMOUNT NOT TO EXCEED \$7,966.40.

WHEREAS, the City Council of the City of La Vista has determined that rental and service for uniforms and shop towels is necessary; and

WHEREAS, the FY19/20 Biennial Budget includes funding for the proposed project; and

WHEREAS, two quotes were received; and

WHEREAS, Cintas, Omaha, Nebraska has submitted the low qualified quote; 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 Cintas, Omaha, Nebraska for rental and service for uniforms and shop towels in an amount not to exceed \$7,966.40.

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

F. RESOLUTION – CHANGE ORDER NO. 3 – KSI CONSTRUCTION – CITY CENTRE PHASE 1B PAVEMENT AND SEWERS

Councilmember Sheehan introduced and moved for the adoption of Resolution No.18-105 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH KSI CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK TO THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$2,520.00.

WHEREAS, the City has determined it is necessary to make additions to the work in the contract; and

WHEREAS, the FY17/18 biennial budget provides funding for this project. The change order will increase the contract price by \$2,520.00 to a total of \$408,515.02;

MINUTE RECORD

August 8 2018

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with KSI Construction, Inc., Omaha Nebraska, to provide for additions of work to the contract in an amount not to exceed \$2,520.00.

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

Councilmember Crawford motioned to move Comments From the Floor up on the agenda ahead of item G Executive Session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

G. EXECUTIVE SESSION – PERSONNEL

At 6:38 p.m. Councilmember Crawford made a motion to go into executive session for protection of the reputation of an individual to discuss personnel matters. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:33 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick asked that the Council have a discussion on fireworks. Mayor Kindig said that United Cities would be discussing fireworks at their next meeting and that he would report to Council. There was Council consensus to discuss fireworks at the next meeting.

Councilmember Frederick also asked about the City's representative to Community Schools Foundation and thanked the Library and Police Department employees who participated in National Night Out.

Mayor Kindig reminded Council of the 2018 Economic Outlook put on by the Sarpy County Chamber of Commerce is August 23.

At 7:42 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

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

The City of La Vista Planning Commission held a meeting on Thursday, July 19th, 2018 in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Vice-Chairman Kevin Wetuski called the meeting to order at 7:00 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, Kevin Wetuski, Jason Dale and Harold Sargus. Members absent were: John Gahan, Kathleen Alexander, Tom Miller and Mike Circo. Also in attendance were Chris Solberg, City Planner; Meghan Engberg, Permit Technician; Jeff Calentine, Deputy Director of Public Works; Kevin Pokorny, Director of Administrative Services 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 Vice-Chairman Wetuski at 7:00 p.m. Copies of the agenda and staff reports were made available to the public.

2. Approval of Meeting Minutes – June 21, 2018

Malmquist moved, seconded by *Krzywicki*, to approve the June 21st minutes. **Ayes: Krzywicki, Wetuski, and Malmquist Nays: None. Abstain: Dale and Sargus. Absent: Gahan, Circo, Alexander, and Miller. Motion Carried, (3-0-2)**

3. Old Business

None.

4. New Business

Malmquist moved, seconded by *Krzywicki* to switch agenda items to move the PUD Amendment for Woodhouse Place ahead of the Capital Improvement Program 2019-2023. **Ayes: Krzywicki, Wetuski, Dale, Sargus, and Malmquist Nays: None. Abstain: None. Absent: Gahan, Circo, Alexander, and Miller. Motion Carried, (5-0)**

A. PUD Amendment: Woodhouse Place

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, LB Southwest, LLC has requested an amendment to the PUD Site Plan and Ordinance amendment for

Woodhouse Place generally located on the southwest corner of the intersection of Giles Road and 144th Street (Highway 50). The PUD request is to allow for the automobile dealership to make minor changes to the site plan and to allow for adjustments to the sign requirements specific to this site. Staff recommends approval of the PUD Amendment as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

- ii. **Applicant Presentation:** Brent Beller came up and spoke on behalf of the applicant. He said that this is an existing PUD and offered to show examples of what he was going to be talking about. The current signage ordinance allows for 10 foot monument signs, which they will have 4 of (which is allowed under the PUD). He said that with the topography of this piece of property along 144th Street, these signs will actually sit below the street level and are asking to be allowed to have 21 feet monument signs, which will allow the signs to be seen as people are travelling along 144th Street. He mentioned that the architect for the project was there and offered to answer any questions.

Sargus asked if the signs will be inside the sidewalk.

Beller said yes, they will be on the west side of the sidewalks.

- iii. **Public Hearing – Wetuski opened the public hearing.**

Wetuski closed the public hearing as no members of the public came forward.

Krzywicki asked if the signage ordinance was written in a way that allows the PUD to overrule whatever the signage ordinance says or is that ordinance also being changed at the same time.

Solberg said that it's actually vice versa. He said that state statutes actually allow through a PUD ordinance to give that flexibility. He said that that's the entire purpose of a PUD district, is to allow flexibility in zoning regulations to allow it to fit into the context of the area.

- iv. **Recommendation –Approval: Sargus moved, seconded by Dale to recommend approval based on the facts presented. Approval of the PUD Amendment as the request is consistent with the Zoning Regulations and the Comprehensive Plan. Ayes: Krzywicki, Wetuski, Dale, Sargus, and Malmquist Nays: None. Abstain: None. Absent: Gahan, Circo, Alexander, and Miller. Motion Carried, (5-0)**

B. Capital Improvement Program 2019-2023

- i. **Staff Report – Jeff Calentine:** He said that he was going to give a 10,000 foot overview of what's going on with the CIP and where they are at from 2 years ago to today. He said that if they have any specific questions in regards to projects in 5

years to let him know because he was not going to go through every single project, but he will highlight the ones of importance. Calentine said that on the Capital Improvement Fund itself, they changed some of those projects where not all of the funding is coming out of the Capital Improvement Fund anymore. For example, the parking garage that is under construction up at City Centre, that funding will now be residing in the Off Street Parking Fund. So, whenever they issue bonds, those bond revenues are going directly into the associated funds for those projects. He mentioned that if the Commission were to look at the budget here in the future when it comes out and they look at the Capital Improvement fund they will see that those numbers don't exactly match up with what's in the CIP because some of those projects actually reside in the Redevelopment fund or in Off Street Parking or some of the other various funds that are out there. Calentine said that additionally something that has changed since they approved the last CIP is that the last time they had a lot of the projects associated with the Redevelopment that were all encompassing, but have now been broken down to smaller parts and individually itemized. He then went over projects and funding being carried over from 2018 and talked about new projects coming up.

Krzywicki brought up the Brentwood project and asked if they planned to do anything on Granville because the cracks on the street are really bad.

Calentine said that there are a couple of other resurfacing packages like that, that are funded in the CIP in FY2020 that addresses resurfacing by City Park and Granville. He said that the resurfacing packages could change depending on road conditions. Calentine showed a chart to the commission showing them what percentage of the funding goes where. He then mentioned that Kevin Pokorny, Director of Administrative Services, was there to answer any specific questions about revenue and finances.

Krzywicki brought up the landscape plan on 84th Street and asked if there was any thought given on whether they were going to expand it beyond 4 lanes or if they were going to leave it. He mentioned that they were going to be putting a lot of money on the side and if they have to widen it, then they will have to tear out what they just spent the money on.

Calentine said that they are no plans to change that aspect of 84th Street. He mentioned that he believed there was some stuff brought up about turn lanes on Harrison Street.

Kottmann said that the Design Workshop Team had an engineering expert as part of the streetscape project and that they looked at the traffic projection and it was determined that they do not need additional lanes on 84th Street, with the

exception of some additional turn lanes on 84th and Harrison. They are actually trying to promote slower traffic, so the more lanes they are the less pedestrian traffic there would be.

Sargus mentioned First National Bank being complete and asked what they thought the next business at City Centre would be.

Kottmann asked if he meant the brand of a store or just a business in general.

Sargus said whatever he could share.

Kottmann said that he has not been given identities, but has been told that Chili's is expected to relocate. He mentioned that McDonald's is close to doing a remodeling package. Kottmann said that the 6 story building should have spaces opening next year and that he believed that there are 4 bays in there signed up, but he has not been told what they are.

Solberg mentioned that the second building is under construction and is being built a little bit behind the first building because they are staggering the opening of the apartments and that will have some retail in the bottom of it too.

ii. Public Hearing – Wetuski opened the public hearing.

Wetuski closed the public hearing as no members of the public were present.

Krzywicki asked for a 2 minute summary on the phasing of the bonds, the ability for the city to pay off the bonds over how many years, and whether there's any potentials for tax increases or other revenue sources needed to retire them if certain things are coming on the income side.

Pokorny said that they have done a long range forecasting of what they are going to need. He said on Monday of this week, they submitted the workshop binder to the City Council asking for a GBOT to help fund the projects up there. He said that is a General Business Occupation Tax and if it is approved, then there will be an additional tax for anyone along 84th Street and a tax on sales that will go to pay for some of the debt for that project. He then said that other than that, most of the debt based off of the projections, that 2 different companies that they hired to give them an estimate on sales tax revenue that will come in from that area, they believe will be able to generate enough revenue off of the sales tax to pay off the debt as they roll along. He said that they are also looking at, but it hasn't been decided yet exactly what rates for parking will be, using some of that revenue from the structures that are being built. He said that in talking to the developer that some of

the parking stalls will be leased to residents that live there and that revenue will come to the city. Pokorny said that the debt itself shouldn't last more than 20 years.

- iii. **Recommendation – Approval: Malmquist moved, seconded by Dale to recommend approval of the Capital Improvement Program from 2019-2023 as presented. Ayes: *Krzywicki, Wetuski, Dale, Sargus, and Malmquist* Nays: *None*. Abstain: *None*. Absent: *Gahan, Circo, Alexander, and Miller*. Motion Carried, (5-0)**

5. Comments from the Floor

No members of the public were present.

6. Comments from the Planning Commission

None.

7. Comments from Staff

None

8. Adjournment

Wetuski adjourned the meeting at 7:30 p.m.

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chairperson

Approval Date

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending June 30, 2018
75% of the Fiscal Year 2018

Preliminary

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
General Fund	\$ 16,914,117	\$ 843,220	\$ 10,636,777	\$ (6,277,340)	63%
Sewer Fund	4,243,469	396,568	2,883,130	(1,360,339)	68%
Debt Service Fund	5,496,931	254,470	3,222,116	(2,274,815)	59%
Lottery Fund	1,395,461	97,162	883,516	(511,945)	63%
Economic Development Fund	30,060	-	16,556,770	16,526,710	
Off Street Parking Fund	514	-	-	(514)	0%
Redevelopment Fund	2,531,484	170,251	1,371,699	(1,159,785)	54%
Police Academy	80,012	-	80,000	(12)	100%
Total Revenues	30,692,048	1,761,671	35,634,007	4,941,959	116%

EXPENDITURES

General Fund	17,633,989	1,809,620	11,515,711	(6,118,278)	65%
Sewer Fund	3,644,947	255,555	1,570,989	(2,073,958)	43%
Debt Service Fund	4,481,471	195,644	2,546,708	(1,934,763)	57%
Lottery Fund	692,994	41,940	390,772	(302,222)	56%
Economic Development Fund	16,425,000	15,855,037	17,851,976	1,426,976	109%
Off Street Parking Fund	585,523	36,350	561,090	(24,433)	96%
Redevelopment Fund	1,025,825	43	11,746,739	10,720,914	
Police Academy	91,728	10,862	57,703	(34,025)	63%
Total Expenditures	44,581,477	18,205,049	46,241,689	1,660,212	104%

REVENUES NET OF EXPENDITURES

General Fund	(719,872)	(966,400)	(878,934)	(159,062)	
Sewer Fund	598,522	141,013	1,312,141	713,619	
Debt Service Fund	1,015,460	58,826	675,407	(340,053)	
Lottery Fund	702,467	55,222	492,744	(209,723)	
Economic Development Fund	(16,394,940)	(15,855,037)	(1,295,206)	15,099,734	
Off Street Parking Fund	(585,009)	(36,350)	(561,090)	23,919	
Redevelopment Fund	1,505,659	170,207	(10,375,040)	(11,880,699)	
Police Academy	(11,716)	(10,862)	22,297	34,013	
Revenues Net of Expenditures	(13,889,429)	(16,443,379)	(10,607,681)	3,281,748	

Capital Improvement Program Fund

REVENUES	117	-	-	(117)	0%
EXPENDITURES	28,044,751	842,821	4,362,818	(23,681,933)	16%
REVENUES NET OF EXPENDITURES	(28,044,634)	(842,821)	(4,362,818)	23,681,816	
TRANSFERS IN & BOND PROCEEDS	28,044,751	-	3,756,321	(24,288,430)	13%
Net Activity	117	(842,821)	(606,497)	(606,614)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending June 30, 2018
75% of the Fiscal Year 2018

Preliminary

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>TRANSFERS IN & BOND PROCEEDS</u>					
General Fund	93,625	-	53,131	(40,494)	57%
Sewer Fund	-	-	3,143	3,143	0%
Debt Service Fund	-	-	-	-	
Capital Improvement Program Fund	28,044,751	-	3,756,321	(24,288,430)	13%
Lottery Fund	-	-	-	-	
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	-	526,191	(63,809)	89%
Redevelopment Fund	19,857,507	-	18,764,283	(1,093,224)	94%
Police Academy	20,000	-	-	(20,000)	0%
Transfers In	<u>49,205,883</u>	<u>-</u>	<u>23,703,069</u>	<u>(25,502,814)</u>	<u>48%</u>
<u>TRANSFERS OUT</u>					
General Fund	(1,210,000)	-	(1,144,580)	65,420	95%
Sewer Fund	(380,000)	-	-	380,000	0%
Debt Service Fund	(5,528,600)	-	(919,618)	4,608,982	17%
Capital Improvement Program Fund	-	-	-	-	
Lottery Fund	(372,269)	-	(79,854)	292,415	21%
Economic Development Fund	-	-	-	-	
Off Street Parking Fund	-	-	-	-	
Redevelopment Fund	(21,857,507)	-	(2,794,735)	19,062,772	13%
Police Academy	-	-	-	-	
Transfers Out	<u>(29,348,376)</u>	<u>-</u>	<u>(4,938,787)</u>	<u>24,409,589</u>	<u>17%</u>
<u>NET TRANSFERS & BOND PROCEEDS</u>					
General Fund	(1,116,375)	-	(1,091,449)	24,926	98%
Sewer Fund	(380,000)	-	3,143	383,143	
Debt Service Fund	(5,528,600)	-	(919,618)	4,608,982	17%
Capital Improvement Program Fund	28,044,751	-	3,756,321	(24,288,430)	13%
Lottery Fund	(372,269)	-	(79,854)	292,415	21%
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	-	526,191	(63,809)	89%
Redevelopment Fund	(2,000,000)	-	15,969,548	17,969,548	
Police Academy	20,000	-	-	(20,000)	0%
Bond Proceeds	<u>19,857,507</u>	<u>-</u>	<u>18,764,283</u>	<u>(1,093,224)</u>	<u>94%</u>
<u>NET FUND ACTIVITY</u>					
General Fund	(1,836,247)	(966,400)	(1,970,384)	(134,137)	
Sewer Fund	218,522	141,013	1,315,284	1,096,762	
Debt Service Fund	(4,513,140)	58,826	(244,210)	4,268,930	
Capital Improvement Program Fund	117	(842,821)	(606,497)	(606,614)	
Lottery Fund	330,198	55,222	412,890	82,692	
Economic Development Fund	(15,794,940)	(15,855,037)	(695,206)	15,099,734	
Off Street Parking Fund	4,991	(36,350)	(34,899)	(39,890)	
Redevelopment Fund	(494,341)	170,207	5,594,508	6,088,849	
Police Academy	8,284	(10,862)	22,297	14,013	
Net Activity	<u>\$ (22,076,556)</u>	<u>\$ (17,286,200)</u>	<u>\$ 3,793,783</u>	<u>\$ 25,870,339</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending June 30, 2018
75% of the Fiscal Year 2018

<u>Preliminary</u>	<u>General Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
Property Taxes	\$ 6,593,220	\$ 117,557	\$ 4,124,048	\$ (2,469,172)	63%
Sales and use taxes	5,028,839	330,321	2,683,590	(2,345,249)	53%
Payments in Lieu of taxes	275,000	-	253,054	(21,946)	92%
State revenue	1,720,423	146,251	1,286,382	(434,041)	75%
Occupation and franchise taxes	1,070,492	28,888	658,845	(411,647)	62%
Hotel Occupation Tax	997,500	106,260	696,012	(301,488)	70%
Licenses and permits	537,536	56,647	525,786	(11,750)	98%
Interest income	20,568	4,503	36,584	16,016	178%
Recreation fees	153,455	24,353	125,081	(28,374)	82%
Special Services	23,889	1,920	14,655	(9,234)	61%
Grant Income	256,759	6	97,688	(159,071)	38%
Other	236,436	26,513	135,052	(101,384)	57%
Total Revenues	16,914,117	843,220	10,636,777	(6,277,340)	63%
EXPENDITURES					
Current:					
Administrative Services	879,230	75,444	577,048	(302,182)	66%
Mayor and Council	234,444	15,393	142,283	(92,161)	61%
Boards & Commissions	10,133	100	5,893	(4,240)	58%
Public Buildings & Grounds	543,114	42,085	268,944	(274,170)	50%
Administration	785,352	68,425	498,940	(286,412)	64%
Police and Animal Control	4,801,966	499,771	3,475,438	(1,326,528)	72%
Fire	2,131,593	304,375	1,531,908	(599,685)	72%
Community Development	627,525	54,560	435,937	(191,588)	69%
Public Works	3,678,248	357,344	2,422,215	(1,256,033)	66%
Recreation	831,878	99,666	507,112	(324,766)	61%
Library	834,933	86,002	575,353	(259,580)	69%
Information Technology	244,423	31,686	203,128	(41,295)	83%
Human Resources	977,744	57,840	500,608	(477,136)	51%
Public Transportation	98,664	7,689	59,642	(39,022)	60%
Capital outlay	954,742	109,242	311,261	(643,481)	33%
Total Expenditures	17,633,989	1,809,620	11,515,711	(6,118,278)	65%
REVENUES NET OF EXPENDITURES	(719,872)	(966,400)	(878,934)	(159,062)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery)	93,625	-	53,131	(40,494)	57%
Operating transfers out (EDF, OSP, CIP)	(1,210,000)	-	(1,144,580)	65,420	95%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	(1,116,375)	-	(1,091,449)	24,926	98%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ (1,836,247)	\$ (966,400)	\$ (1,970,384)	\$ (134,137)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the eight months ending June 30, 2018
75% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Sewer Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
REVENUES					
User fees	\$ 4,023,015	\$ 367,659	2,730,423	\$ (1,292,592)	68%
Service charge and hook-up fees	206,806	28,264	142,947	(63,860)	69%
Grant Income	10,000	-	-	(10,000)	0%
Miscellaneous (MUD old SID refunds)	457	17	6,304	5,847	
Total Revenues	<u>4,240,278</u>	<u>395,940</u>	<u>2,879,674</u>	<u>(1,360,604)</u>	<u>68%</u>
EXPENDITURES					
General & Administrative	172,093	17,999	122,794	(49,299)	71%
Maintenance	3,355,372	233,563	1,376,891	(1,978,481)	41%
Storm Water Grant	56,002	917	24,811	(31,191)	44%
Capital Outlay	61,480	3,076	46,493	(14,987)	76%
Total Expenditures	<u>3,644,947</u>	<u>255,555</u>	<u>1,570,989</u>	<u>(2,073,958)</u>	<u>43%</u>
OPERATING INCOME (LOSS)	<u>595,331</u>	<u>140,385</u>	<u>1,308,685</u>	<u>713,354</u>	
NON-OPERATING REVENUE (EXPENSE)					
Interest income	3,191	628	3,456	265	108%
	<u>3,191</u>	<u>628</u>	<u>3,456</u>	<u>265</u>	<u>108%</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS	<u>598,522</u>	<u>141,013</u>	<u>1,312,141</u>	<u>713,619</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery Events)	-	-	3,143	3,143	0%
Operating transfers out (CIP)	(380,000)	-	-	380,000	0%
Total other Financing Sources (Uses)	<u>(380,000)</u>	<u>-</u>	<u>3,143</u>	<u>383,143</u>	<u>-1%</u>
NET INCOME (LOSS)	<u>\$ 218,522</u>	<u>\$ 141,013</u>	<u>\$ 1,315,284</u>	<u>\$ 1,096,762</u>	

Note: City of Omaha billing (Maintenance Expense) in arrears for March, April, May and June estimated at \$800,000.
Adjusted (Under) Over Budget \$296,792.
October includes Big Papio Creek Siphon maintenance expense of \$74,549.

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending June 30, 2018
75% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Debt Service Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
REVENUES					
Property Taxes	\$ 2,110,551	\$ 28,643	1,294,785	\$ (815,766)	61%
Sales and use taxes	2,514,420	165,161	1,341,795	(1,172,625)	53%
Payments in Lieu of taxes	15,000	-	86,409	71,409	576%
Interest income	10,117	3,217	27,005	16,888	267%
Other (Special Assessments; Fire Reimbursmt)	846,843	57,449	472,121	(374,722)	56%
Total Revenues	<u>5,496,931</u>	<u>254,470</u>	<u>3,222,116</u>	<u>(2,274,815)</u>	<u>59%</u>
EXPENDITURES					
Current:					
Administration	90,000	481	19,693	(70,307)	22%
Fire Contract Bond	300,056	48,214	241,070	(58,986)	80%
Debt service					
Principal	3,123,200	-	1,830,000	(1,293,200)	59%
Interest	968,215	146,949	455,945	(512,270)	47%
Total Expenditures	<u>4,481,471</u>	<u>195,644</u>	<u>2,546,708</u>	<u>(1,934,763)</u>	<u>57%</u>
REVENUES NET OF EXPENDITURES	<u>1,015,460</u>	<u>58,826</u>	<u>675,407</u>	<u>(340,053)</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery Bond)	-	-	-	-	0%
Operating transfers out (CIP)	(5,528,600)	-	(919,618)	4,608,982	17%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>(5,528,600)</u>	<u>-</u>	<u>(919,618)</u>	<u>4,608,982</u>	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	<u>\$ (4,513,140)</u>	<u>\$ 58,826</u>	<u>\$ (244,210)</u>	<u>\$ 4,268,930</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending June 30, 2018
75% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Capital Fund</u>				<u>% of budget Used</u>
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	
REVENUES					
Interest income	\$ 117	\$ -	\$ -	(117)	0%
Grant Income	-	-	-	-	0%
Interagency	-	-	-	-	0%
Total Revenues	<u>117</u>	<u>-</u>	<u>-</u>	<u>(117)</u>	<u>0%</u>
EXPENDITURES					
Current:					
Capital outlay	28,044,751	842,821	4,362,818	(23,681,933)	16%
Total Expenditures	<u>28,044,751</u>	<u>842,821</u>	<u>4,362,818</u>	<u>(23,681,933)</u>	<u>16%</u>
REVENUES NET OF EXPENDITURES	<u>(28,044,634)</u>	<u>(842,821)</u>	<u>(4,362,818)</u>	<u>23,681,816</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	28,044,751	-	3,756,321	(24,288,430)	13%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>28,044,751</u>	<u>-</u>	<u>3,756,321</u>	<u>(24,288,430)</u>	<u>13%</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ <u>117</u>	\$ <u>(842,821)</u>	\$ <u>(606,497)</u>	\$ <u>(606,614)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending June 30, 2018
75% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Lottery Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 66,993	\$ 616,977	\$ (383,023)	62%
Lottery Tax Form 51	360,000	26,797	246,693	(113,307)	69%
Event Revenue	25,700	-	129	(25,571)	1%
Interest income	9,761	3,371	19,717	9,956	202%
Miscellaneous / Other	-	-	-	-	0%
Total Revenues	<u>1,395,461</u>	<u>97,162</u>	<u>883,516</u>	<u>(511,945)</u>	<u>63%</u>
EXPENDITURES					
Current:					
Professional Services	200,493	2,601	70,418	(130,075)	35%
Salute to Summer	30,498	6,276	29,076	(1,422)	95%
Community Events	9,349	16	10,073	724	108%
Events - Marketing	27,228	5,495	25,783	(1,445)	95%
Recreation Events	9,683	755	2,730	(6,953)	28%
Concert & Movie Nights	10,506	-	6,000	(4,506)	57%
Travel & Training	45,237	-	-	(45,237)	0%
State Taxes	360,000	26,797	246,693	(113,307)	69%
Other	-	-	-	-	0%
Capital outlay	-	-	-	-	0%
Total Expenditures	<u>692,994</u>	<u>41,940</u>	<u>390,772</u>	<u>(302,222)</u>	<u>56%</u>
REVENUES NET OF EXPENDITURES	<u>702,467</u>	<u>55,222</u>	<u>492,744</u>	<u>(209,723)</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	
Operating transfers out	(372,269)	-	(79,854)	292,415	21%
Bond/registered warrant proceeds	-	-	-	-	
Total other Financing Sources (Uses)	<u>(372,269)</u>	<u>-</u>	<u>(79,854)</u>	<u>292,415</u>	<u>21%</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ <u>330,198</u>	\$ <u>55,222</u>	\$ <u>412,890</u>	\$ <u>82,692</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending June 30, 2018
75% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Economic Development</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
JQH Payment	-	-	16,556,770	16,556,770	
Interest income	30,060	-	-	(30,060)	
Total Revenues	<u>30,060</u>	<u>-</u>	<u>16,556,770</u>	<u>16,526,710</u>	
EXPENDITURES					
Current:					
Community Development	-	-	-	-	0%
Professional Services	5,000	-	500	(4,500)	10%
Debt service: (Warrants)					0%
Principal	16,420,000	15,640,000	16,420,000	-	100%
Interest	-	215,037	1,431,476	1,431,476	0%
Total Expenditures	<u>16,425,000</u>	<u>15,855,037</u>	<u>17,851,976</u>	<u>1,426,976</u>	<u>109%</u>
REVENUES NET OF EXPENDITURES	<u>(16,394,940)</u>	<u>(15,855,037)</u>	<u>(1,295,206)</u>	<u>15,099,734</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	600,000	-	600,000	-	100%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>600,000</u>	<u>-</u>	<u>600,000</u>	<u>-</u>	<u>100%</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ <u>(15,794,940)</u>	\$ <u>(15,855,037)</u>	\$ <u>(695,206)</u>	\$ <u>15,099,734</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending June 30, 2018
75% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Off Street Parking</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
Interest income	514	-	-	(514)	0%
Total Revenues	<u>514</u>	<u>-</u>	<u>-</u>	<u>(514)</u>	<u>0%</u>
EXPENDITURES					
Current:					
General & Administrative	20,518	1,142	8,604	(11,914)	42%
Professional Services		-	-		0%
Maintenance	19,890	-	7,371	(12,519)	37%
Debt service: (Warrants)					
Principal	470,000	-	470,000	-	100%
Interest	75,115	35,208	75,115	-	100%
Total Expenditures	<u>585,523</u>	<u>36,350</u>	<u>561,090</u>	<u>(24,433)</u>	<u>96%</u>
REVENUES NET OF EXPENDITURES	<u>(585,009)</u>	<u>(36,350)</u>	<u>(561,090)</u>	<u>23,919</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	590,000	-	526,191	(63,809)	89%
Operating transfers out					0%
Bond/registered warrant proceeds		-	-	-	0%
Total other Financing Sources (Uses)	<u>590,000</u>	<u>-</u>	<u>526,191</u>	<u>(63,809)</u>	<u>89%</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ <u>4,991</u>	\$ <u>(36,350)</u>	\$ <u>(34,899)</u>	\$ <u>(39,890)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending June 30, 2018
75% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Redevelopment Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>REVENUES</u>					
Sales and use taxes	2,514,420	165,161	1,341,795	(1,172,625)	53%
Interest income	17,064	5,090	29,904	12,840	175%
Total Revenues	<u>2,531,484</u>	<u>170,251</u>	<u>1,371,699</u>	<u>(1,159,785)</u>	<u>54%</u>
<u>EXPENDITURES</u>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	55,000	43	265,344	210,344	
Financial / Legal Fees	51,000	-	193,746	142,746	
Debt service: (Warrants)					
Principal	395,000	-	11,215,000	10,820,000	
Interest	524,825	-	72,648	(452,177)	14%
Total Expenditures	<u>1,025,825</u>	<u>43</u>	<u>11,746,739</u>	<u>10,720,914</u>	
REVENUES NET OF EXPENDITURES	<u>1,505,659</u>	<u>170,207</u>	<u>(10,375,040)</u>	<u>(11,880,699)</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(21,857,507)	-	(2,794,735)	19,062,772	13%
Bond/registered warrant proceeds	19,857,507	-	18,764,283	(1,093,224)	94%
Total other Financing Sources (Uses)	<u>(2,000,000)</u>	<u>-</u>	<u>15,969,548</u>	<u>17,969,548</u>	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ <u>(494,341)</u>	\$ <u>170,207</u>	\$ <u>5,594,508</u>	\$ <u>6,088,849</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending June 30, 2018
75% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Police Academy Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
Other Income	80,000	-	80,000	-	100%
Interest income	12	-	-	(12)	0%
Total Revenues	<u>80,012</u>	<u>-</u>	<u>80,000</u>	<u>(12)</u>	<u>100%</u>
EXPENDITURES					
Current:					
Personnel Services	72,228	7,950	47,717	(24,511)	66%
Commodities	3,500	-	1,001	(2,499)	29%
Contract Services	11,000	1,259	4,757	(6,243)	43%
Other Charges	5,000	1,653	4,228	(772)	85%
Total Expenditures	<u>91,728</u>	<u>10,862</u>	<u>57,703</u>	<u>(34,025)</u>	<u>63%</u>
REVENUES NET OF EXPENDITURES	<u>(11,716)</u>	<u>(10,862)</u>	<u>22,297</u>	<u>34,013</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	20,000			(20,000)	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>(20,000)</u>	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ <u>8,284</u>	\$ <u>(10,862)</u>	\$ <u>22,297</u>	\$ <u>14,013</u>	



Contractor's Application for Payment No. 5

Application Period:	6/22/2018 - 7/30/18	Application Date:	7/30/2018
To (Owner):	La Vista Community Development Agency	Via (Engineer):	Olsson Associates
Project:	City of La Vista 84th St. Redevelopment Area City Centre Infrastructure	Contact:	Tony Egehoff
Owner's Contract No.:	CD-17-008	Contractor's Project No.:	NI7045
		Engineer's Project No.:	B16-0546

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions
1	\$15,225.88	\$159,278.10
2		
TOTALS	\$115,225.88	\$159,278.10
NET CHANGE BY CHANGE ORDERS		-\$44,052.22

1. ORIGINAL CONTRACT PRICE..... \$ 4,298,611.80
2. Net change by Change Orders..... \$ -44,052.22
3. Current Contract Price (Line 1 ± 2)..... \$ 4,254,559.58
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 2,190,258.38
5. RETAINAGE:
 - a. 10% X \$2,190,258.38 Work Completed..... \$ 219,025.84
 - b. 10% X _____ Stored Material..... \$ _____
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 219,025.84
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 1,971,232.54
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,075,482.39
8. AMOUNT DUE THIS APPLICATION..... \$ 895,750.15
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ 2,283,327.04

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

Contractor Signature: Tony Egehoff Date: 7/30/2018

Payment of: \$ 895,750.15
 (Line 8 or other - attach explanation of the other amount)

is approved by: Tony Egehoff Engineer Date: 8/7/18 (Date)

O.K. to pay
 BANK for
 City of La Vista
 8-8-2018
 05.71.0909.003

Consent Agenda 8/21/18

Progress Estimate - Unit Price Work

Contractor's Application

A		B			C	D	E	F		
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price						
002	Remove pavement	4,373.00	SY	\$10.30	204	\$2,101.20		\$2,101.20	4.7%	\$42,940.70
003	Remove sidewalk	582.00	SF	\$6.90	455	\$3,139.50		\$3,139.50	78.2%	\$876.30
004	Remove median surfacing	1,136.00	SF	\$10.30		\$11,700.80				\$11,700.80
005	Remove < 12" sewer pipe	526.00	LF	\$14.70	237	\$3,483.90		\$3,483.90	45.1%	\$4,248.30
006	Remove 15-18" sewer pipe	311.00	LF	\$14.70	29	\$426.30		\$426.30	9.3%	\$4,145.40
007	Remove 48" sewer pipe	418.00	LF	\$16.70		\$6,980.60				\$6,980.60
008	Remove 54" sewer pipe	53.00	LF	\$24.50		\$1,298.50				\$1,298.50
009	Remove manhole	3.00	EA	\$685.00		\$2,055.00				\$2,055.00
010	Remove flared end 36-48"	1.00	EA	\$294.00	1	\$294.00		\$294.00	100.0%	\$294.00
011	Remove flared end 48-60"	1.00	EA	\$294.00		\$294.00				\$1,950.00
012	Remove light pole	2.00	EA	\$975.00		\$1,950.00				\$735.00
013	Remove area inlet	1.00	EA	\$735.00		\$735.00				\$980.00
014	Remove curb inlet	3.00	EA	\$490.00	1	\$490.00		\$490.00	33.3%	\$980.00
015	Remove sign	2.00	EA	\$98.00	2	\$196.00		\$196.00	100.0%	\$196.00
016	Remove fence	856.00	LF	\$3.90	856	\$3,338.40		\$3,338.40	100.0%	\$3,338.40
017	Remove retaining wall	2,883.00	SF	\$3.90	2883	\$11,243.70		\$11,243.70	100.0%	\$11,243.70
018	Saw cut full depth	317.00	LF	\$4.50	50	\$225.00		\$225.00	15.8%	\$1,201.50
019	Excavation on site	19,263.00	CY	\$6.75	19263	\$130,025.25		\$130,025.25	100.0%	\$15,000.00
020	Unsuitable material	500.00	CY	\$30.00		\$15,000.00				\$15,000.00
021	Security fence	1,300.00	LF	\$13.00	1300	\$16,900.00		\$16,900.00	100.0%	\$16,900.00
022	Temp contractor access road	2,914.00	SY	\$9.00	2015	\$18,135.00		\$18,135.00	69.1%	\$8,091.00
023	Temp 8" surfacing	912.00	SY	\$50.00		\$45,600.00				\$45,600.00
024	Reconstruct manhole to grade	15.90	VF	\$590.00		\$9,381.00				\$9,381.00
025	Adjust Manhole to grade	0	EA	\$490.00		0				
026	Adjust Inlet to grade	0	EA	\$735.00		0				
027	6" concrete pavement L65	4,782.00	SY	\$64.00		\$306,048.00				\$306,048.00
028	8" concrete pavement L65	9,279.00	SY	\$57.00	3140	\$178,980.00		\$178,980.00	33.8%	\$349,923.00
028A**	8" concrete pavement L65	204.00	SY	\$48.45	204	\$9,883.80		\$9,883.80	100.0%	\$9,883.80
029	8" combo curb & gutter	286.00	LF	\$14.75		\$4,218.50				\$4,218.50
030	8" imprinted concrete surfacing	3,249.00	SF	\$17.75		\$57,669.75				\$57,669.75
031	4" PCC sidewalk	4,225.00	SF	\$4.00	425	\$1,700.00		\$1,700.00	10.1%	\$15,200.00
032	6" concrete median surfacing	3,170.00	SF	\$5.00		\$1,585.00				\$1,585.00
033	Concrete curb ramp	255.00	SF	\$10.75	70	\$752.50		\$752.50	27.5%	\$1,988.75
034	Armor-tile warming panels	53.00	SF	\$31.50	16	\$504.00		\$504.00	30.2%	\$1,165.50
035	Gravity block retaining wall	996.00	SF	\$70.00	996	\$69,720.00		\$69,720.00	100.0%	\$69,720.00
036	Alternate #1 Gravity block retaining wall	3,530.00	SF	\$75.00	3530	\$264,750.00		\$264,750.00	100.0%	\$264,750.00
037	Small block retaining wall	382.00	SF	\$24.00		\$9,168.00				\$9,168.00
038	Pipe railing	539.00	LF	\$50.00		\$26,950.00				\$26,950.00
038A	Construct 48" Black Vinyl Chain Link Fence	418.00	LF	\$20.00		\$8,360.00				\$8,360.00
039	Construct Curb Wall	503.00	SF	\$40.00		\$20,120.00				\$20,120.00
040	Agg bedding 10" storm sewer pipe	49.00	LF	\$6.00	49	\$294.00		\$294.00	100.0%	\$294.00
041	Agg bedding 12" storm sewer pipe	38.00	LF	\$6.25	38	\$237.50		\$237.50	100.0%	\$237.50

For (Contract): Rob Wells

Application Number: 5

Application Period: 6/22/2018 - 7/30/18

Application Date: 7/30/2018

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Rob Wells		Application Number: 5								
Application Period:		6/22/2018 - 7/30/18		Application Date: 7/30/2018								
A		B			C		D		E		F	
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)		
		Item Quantity	Units	Unit Price							Total Value of Item (\$)	
042	Agg bedding 15" storm sewer pipe	382.00	LF	\$7.00	349	\$2,443.00		\$2,443.00	91.4%	\$231.00		
043	Agg bedding 18" storm sewer pipe	473.00	LF	\$8.00	458	\$3,784.00		\$3,664.00	96.8%	\$120.00		
044	Agg bedding 24" storm sewer pipe	848.00	LF	\$9.50	547	\$8,056.00		\$5,196.50	64.5%	\$2,859.50		
045	Agg bedding 30" storm sewer pipe	1,518.00	LF	\$14.75	1470	\$22,390.50		\$21,682.50	96.8%	\$708.00		
046	Agg bedding 36" storm sewer pipe	956.00	LF	\$17.50		\$16,730.00						
047	Agg bedding 42" storm sewer pipe	913.00	LF	\$20.00	913	\$18,260.00		\$18,260.00	100.0%			
048	Agg bedding 54" storm sewer pipe	484.00	LF	\$25.20		\$12,196.80				\$12,196.80		
049	8" HDPE storm sewer pipe	24.00	LF	\$49.00	24	\$1,176.00		\$1,176.00	100.0%			
050	10" HDPE storm sewer pipe	46.00	LF	\$42.00	46	\$1,932.00		\$1,932.00	100.0%			
051	12" HDPE storm sewer pipe	38.00	LF	\$49.00	38	\$1,862.00		\$1,862.00	100.0%			
052	15" HDPE storm sewer pipe	60.00	LF	\$54.50	60	\$3,270.00		\$3,270.00	100.0%			
053	18" HDPE storm sewer pipe	25.00	LF	\$64.00	10	\$640.00		\$640.00	40.0%	\$960.00		
054	24" HDPE storm sewer pipe	38.00	LF	\$67.00	33	\$2,211.00		\$2,211.00	86.8%	\$335.00		
055	15" RCP class III	322.00	LF	\$50.00	289	\$14,450.00		\$14,450.00	89.8%	\$1,650.00		
056	18" RCP class III	448.00	LF	\$60.00	448	\$26,880.00		\$26,880.00	100.0%			
057	24" RCP class III	810.00	LF	\$62.00	514	\$50,220.00		\$31,868.00	63.5%	\$18,352.00		
058	30" RCP class III	1,518.00	LF	\$74.00	1470	\$112,332.00		\$108,780.00	96.8%	\$3,552.00		
059	36" RCP D(0.01)=1350	956.00	LF	\$105.00	232	\$100,380.00		\$24,360.00	24.3%	\$76,020.00		
060	36" RCP D(0.01)=1350 or HDPE	157.00	LF	\$105.00		\$16,485.00				\$16,485.00		
061	42" RCP D(0.01)=1350	913.00	LF	\$130.00	913	\$118,690.00		\$118,690.00	100.0%			
062	54" RCP D(0.01)=1350 or HDPE	484.00	LF	\$165.00		\$79,860.00				\$79,860.00		
063	36" concrete collar	1.00	EA	\$2,050.00	1	\$2,050.00		\$2,050.00	100.0%			
064	54" ID storm manhole	24.30	VF	\$750.00	15.6	\$11,700.00		\$11,700.00	64.2%	\$6,525.00		
065	60" ID storm manhole	44.50	VF	\$770.00	44.5	\$34,265.00		\$34,265.00	100.0%			
066	72" ID storm manhole	32.20	VF	\$800.00	20.6	\$16,480.00		\$16,480.00	64.0%	\$9,280.00		
067	84" ID storm manhole	87.00	VF	\$1,105.00	87	\$96,135.00		\$96,135.00	100.0%			
068	96" ID storm manhole	145.90	VF	\$1,185.00	92.9	\$172,891.50		\$110,086.50	63.7%	\$62,805.00		
069	Type C manhole NDOR 435-RI	1.00	EA	\$20,450.00		\$20,450.00				\$20,450.00		
070	Prep structure	1.00	LS	\$10,000.00		\$10,000.00				\$10,000.00		
071	30" RC flared end		EA	\$2,400.00								
072	36" RC flared end	1.00	EA	\$2,700.00		\$2,700.00				\$2,700.00		
073	42" RC flared end	1.00	EA	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%			
074	Reinforced curb inlet type III	2.00	EA	\$5,650.00		\$11,300.00				\$11,300.00		
075	Curb inlet type I	3.00	EA	\$2,900.00	1	\$8,700.00		\$2,900.00	33.3%	\$5,800.00		
076	Curb inlet type III	2.00	EA	\$3,750.00		\$7,500.00				\$7,500.00		
077	Curb inlet type IV	4.00	EA	\$2,825.00		\$11,300.00				\$11,300.00		
078	Grated inlet type saddle creek	11.00	EA	\$6,500.00		\$71,500.00				\$71,500.00		
079	Install Filterra Inlet	0	EA	\$20,100.00		0						
080	Agg bedding 6" sani sewer pipe	644.00	LF	\$7.00	569	\$4,508.00		\$3,983.00	88.4%	\$525.00		
081	Agg bedding 8" sani sewer pipe	1,531.00	LF	\$7.00	1912	\$10,717.00		\$13,384.00	124.9%	-\$2,667.00		
082	Agg bedding 10" sani sewer pipe	533.00	LF	\$8.50	229	\$4,530.50		\$1,946.50	43.0%	\$2,584.00		
083	6" PVC sani sewer pipe	619.00	LF	\$33.00	569	\$20,427.00		\$18,777.00	91.9%	\$1,650.00		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Rob Wells		Application Number: 5											
Application Period:		6/22/2018 - 7/30/18		Application Date: 7/30/2018											
A		B			C		D		E		F				
Item		Contract Information						Value of Work		Materials Presently		Total Completed		Balance to Finish	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)				
084	8" PVC sani sewer pipe	1,531.00	LF	\$33.00	\$50,523.00	1473	\$48,609.00		\$48,609.00	96.2%	\$1,914.00				
085	10" PVC sani sewer pipe	205.00	LF	\$35.00	\$7,175.00	229	\$8,015.00		\$8,015.00	111.7%	-\$840.00				
086	10" DIP sani sewer pipe	328.00	LF	\$150.00	\$49,200.00						\$49,200.00				
086A	8" DIP sani sewer pipe	495.00	LF	\$150.00	\$74,250.00	495	\$74,250.00		\$74,250.00	100.0%					
087	Construct 6" x 8" Wye	1.00	EA	\$350.00	\$350.00	1	\$350.00		\$350.00	100.0%					
087A	Construct 6" x 10" Wye	1.00	EA	\$350.00	\$350.00	1	\$350.00		\$350.00	100.0%					
088	6" cleanout	1.00	EA	\$625.00	\$625.00						\$625.00				
089	Install external frame seal	50.00	EA	\$350.00	\$17,500.00						\$17,500.00				
090	Connect sani sewer manhole tap	1.00	EA	\$12,000.00	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%					
091	Connect sani manhole tap extra deep	1.00	EA	\$40,000.00	\$40,000.00	1	\$40,000.00		\$40,000.00	100.0%					
091A	Construct 30" Storm Sewer Tap	1.00	EA												
092	54" ID sani manhole	194.40	VF	\$510.00	\$99,144.00	183.6	\$93,636.00		\$93,636.00	94.4%	\$5,508.00				
093	Riprap type B	165.00	IT	\$62.00	\$10,230.00	96	\$5,952.00		\$5,952.00	58.2%	\$4,278.00				
094	1" SCH 40 PVC in trench	12,380.00	LF	\$3.00	\$37,140.00						\$37,140.00				
095	#8 copper wire w/ thwn insul	18,590.00	LF	\$0.65	\$12,083.50						\$12,083.50				
096	LED luminaire w/ pole & base	66.00	EA	\$5,310.00	\$350,460.00						\$350,460.00				
097	Electrical handhole/pullbox	14.00	EA	\$480.00	\$6,720.00						\$6,720.00				
098	Lighting service cabinet	1.00	EA	\$18,782.00	\$18,782.00						\$18,782.00				
099	Permanent paint 4" white	4,677.00	LF	\$2.25	\$10,523.25						\$10,523.25				
100	Permanent paint 5" yellow	325.00	LF	\$3.50	\$1,137.50						\$1,137.50				
101	Penn tape type 4, 5" white grooved	972.00	LF	\$5.50	\$5,346.00						\$5,346.00				
102	Penn tape type 3, 12" white grooved	80.00	LF	\$22.00	\$1,760.00						\$1,760.00				
103	Penn tape type 3, 24" white grooved	310.00	LF	\$22.00	\$6,820.00						\$6,820.00				
104	Penn tape white left arrow grooved	4.00	EA	\$475.00	\$1,900.00						\$1,900.00				
105	Penn tape white right arrow grooved	3.00	EA	\$550.00	\$1,650.00						\$1,650.00				
106	ADA stall symbol	7.00	EA	\$175.00	\$1,225.00						\$1,225.00				
107	Remove lines 5" white	62.00	LF	\$17.00	\$1,054.00						\$1,054.00				
108	Remove lines 12" white	40.00	LF	\$29.00	\$1,160.00						\$1,160.00				
109	Remove lines 24" white	120.00	LF	\$33.00	\$3,960.00						\$3,960.00				
110	Remove arrow	2.00	EA	\$425.00	\$850.00						\$850.00				
113	Install seeding cover crop	1.45	AC	\$835.00	\$1,210.75						\$1,210.75				
114	Install seeding native mix	0.52	AC	\$3,050.00	\$1,586.00						\$1,586.00				
115	Install turf erosion control type 2	6.06	AC	\$8,500.00	\$51,510.00						\$51,510.00				
116	Install inlet protection	20.00	EA	\$215.00	\$4,300.00	2	\$430.00		\$430.00	10.0%	\$3,870.00				
117	Install erosion check wattle	3,023.00	LF	\$3.00	\$9,069.00						\$9,069.00				
118	Install sodding	185.00	SY	\$55.00	\$10,175.00						\$10,175.00				
119	Install silt fence	460.00	LF	\$3.00	\$1,380.00						\$1,380.00				
120	Install flexamat	174.00	SY	\$97.00	\$16,878.00						\$16,878.00				
121	Install turf mat type A	491.00	SY	\$6.25	\$3,068.75						\$3,068.75				
122	Install SAFL baffle	3.00	EA	\$6,900.00	\$20,700.00	3	\$20,700.00		\$20,700.00	100.0%					
123	Install snout	1.00	EA	\$7,100.00	\$7,100.00	1	\$7,100.00		\$7,100.00	100.0%					
124	Install 18" ID preserver	1.00	EA	\$4,200.00	\$4,200.00						\$4,200.00				

A-6

August 21, 2018

City of La Vista City Council Consent Agenda

Sarpy Industrial Sewer Tract Connection Fees

Address	Company	Amount Due to Sarpy	GL Date	Amount in Liability Account	Difference	Remitted	Account
11937 Portal Rd	Knacck Properties Mackie Flex Bldg	\$ 28,286.50	9/11/2017	\$ 28,286.50	\$ -	8/22/2018	02.02.0052.001
11415 Centennial Road	Barger Properties	\$ 14,492.50	9/18/2017	\$ 14,492.50	\$ -	8/22/2018	02.02.0052.001
11412 Centennial Road	Pelster Construction Nelson Engineering	\$ 15,449.50	3/22/2018	\$ 15,449.50	\$ -	8/22/2018	02.02.0052.001
13208 Cary Circle	Malloy Warehouse Pipers Plus Company	\$ 15,048.00	1/9/2018	\$ 15,048.00	\$ -	8/22/2018	02.02.0052.001
11850 Portal Road	Pipers Plus Warehouse McClellan Design & Construction	\$ 39,957.50	6/1/2018	\$ 39,957.50	\$ -	8/22/2018	02.02.0052.001
14550 Portal Circle	Woodhouse Detailing Facility	\$ 27,500.00	7/2/2018	\$ 27,500.00	\$ -	8/22/2018	02.02.0052.001
8752 S 145th St	Heimes Corp	\$ 132,500.00	11/29/2017	\$ 132,500.00	\$ -	8/22/2018	02.02.0052.001
		<u>\$ 273,234.00</u>		<u>\$ 273,234.00</u>	<u>\$ -</u>		

Payment Requested by: John Kottman

Approved by: Cindy Miserez
 Date: August 15, 2018
 All funds have been received from the Companies for remittance to Sarpy County

Accounts Payable Note: Please enter a separate invoice for each company for each vendor.
 Vendor: Sarpy County
 Vendor Number: 00609

Please include a copy of this with the check.

Consent Agenda 8/21/18 @

August 16, 2018



VIA INTEROFFICE MAIL
Ms. Cindy Miserez
Finance Director
City of La Vista

Dear Cindy:

Based on subdivision agreements and our agreements & understandings with Sarpy County, we have been making payment to Sarpy County for connection fees owed on the Sarpy Industrial Sewer. In recent years, we have been doing this on an annual basis. The following is a summary of the properties for which the fees were applicable and have been collected:

11937 Portal Rd	Mackie Flex Bldg
11415 Centennial Rd	Barger Properties
11412 Centennial Rd	Falewitch & Sons South Flex Bldg
13208 Cary Cr	Malloy Warehouse
11850 Portal Rd	Pipers Plus Warehouse
14550 Portal Cr	Woodhouse Detailing Facility
145 th & Portal Cr	Heimes Subdivision-Platting Phase

During this period there was collection of fees for lots 1 and 2 of Woodhouse Place related to the platting process which were remitted to Sarpy in September of 2017. Also, there was collection of fees for Lot 1 at the time of building permit, and those were also remitted to Sarpy in September of 2017. This early remittance was related to funding of an outfall sewer being constructed by Sarpy County to serve the Woodhouse Place development.

I recommend that payment be made to Sarpy County in the amount of \$273,234.00 and be sent to the attention of Ms. Donna Lynam, Permits & Zoning; Sarpy County Planning Office; 1210 Golden Gate Drive; Papillion, NE 68046.

Contact me if you need more details.

Sincerely,

A handwritten signature in black ink that reads "John M. Kottmann".

John M. Kottmann, P.E.
City Engineer

Enclosure

C: Pam Buethe, w/encl
File

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: 402-593-6400
f: 402-593-6445

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-932-6352

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

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

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

www.cityoflavista.org
info@cityoflavista.org

Sarpy Industrial Sewer Tract Connection Fees
 July 1, 2017 to June 30, 2018
 Based on City Engineer Bldg Permit Review Letters

Updated 16-Aug-18

Location	Project Name	Permit Date	Acres	Fee per Ac	Due Sarpy	Comment	Not in total
8410 South 145th St	Woodhouse-Hyundai-Platting Phase		27.412	\$5,500.00	150,766.00	See Note 1	
8410 South 145th St	Woodhouse-Hyundai-Bldg Permit		21.985	\$5,500.00	120,917.50	See Note 1	
11937 Portal Road	Mackie Flex Bldg		5.143	\$5,500.00	28,286.50	See Note 3	
11415 Centennial Road	Barger Properties		2.635	\$5,500.00	14,492.50	See Note 3	
11412 Centennial Road	Falewitch & Sons South Flex Bldg		2.809	\$5,500.00	15,449.50	See Note 3	
13208 Cary Circle	Mailloy Warehouse		2.736	\$5,500.00	15,048.00	See Note 2	
11850 Portal Road	Pipers Plus Warehouse		7.265	\$5,500.00	39,957.50	See Note 3	
14550 Portal Circle	Woodhouse Detailing Facility		5	\$5,500.00	27,500.00	See Note 5	
145th & Portal Circle	Heimes Subdivision		24	\$5,500.00	132,500.00	See Note 6	

Total for payment to Sarpy through July 1, 2018: \$273,234.00
 Excludes Woodhouse fees already paid

Note 1: A tract connection fee per acre was collected at time of platting per subdivision agreement and the remittance to Sarpy County at \$5,500 per acre was done. This is because the area is in the City ETJ and connects to the Sarpy industrial sewer. Also, the property involves a platting and therefore a second round of the fee is to be collected. The Woodhouse Place development required an outfall sewer that Sarpy will build. So the platting fee was remitted to Sarpy right after collection to aid in their funding of the immediate construction.

Note 2: The location is not inside the City limits and so the terms of the subdivision agreement were followed which allowed collection of Sarpy fee and a reduced portion of City fee. The \$5500 per acre portion of the fee needs to be remitted to Sarpy County.

Note 3: A tract connection fee per acre was collected at Master Fee schedule rate and the remittance to Sarpy County at \$5,500 per acre should be done. This is because the area is in the City limits and the industrial sewer interlocal agreement provided for La Vista to take ownership of the portion of the industrial sewer in the annexed area. However, during discussions about amendment to WSA with Omaha and Sarpy County it was agreed that Sarpy would retain ownership of the industrial sewer and therefore rights to the tract connection fee in the amount of \$5,500 per acre.

Note 4: This lot is not inside the City limits but is within the ETJ. Sarpy County was contacted and advised that a fee of \$5,500 per acre is to be remitted to Sarpy. There is no subdivision agreement addressing any fee to La Vista in addition to a fee to Sarpy. Therefore, collecting fee at rate set in Master Fee Ordinance and sending the \$5,500 per acre portion to Sarpy.

Note 5: A tract connection fee per acre was collected at the Master Fee schedule rate and the remittance to Sarpy County at \$5,500 per acre should be done. This parcel is in the La Vista ETJ, but not in the City limits, and is served by the Sarpy Industrial Sewer. It is also served by the outfall sewer connection that was built as part of the Woodhouse Place project. This parcel is located in the Heimes Subdivision which required an initial fee collection at the time of subdivision. Need to verify that the initial round was paid to Sarpy previously at the time of platting.

Note 6: A tract connection fee per acre was collected at the time of platting per subdivision agreement and the remittance to Sarpy County at \$5,500 per acre should be done. This parcel is in the La Vista ETJ, but not in the City limits, and is served by the Sarpy Industrial Sewer. It is also served by the outfall sewer connection that was built as part of the Woodhouse Place project. A second round of the fee will be collected at the Master Fee schedule rate with \$5,500 per acre portion of that second round being remitted when lots are built upon.

A-7

August 21, 2018

City of La Vista City Council Consent Agenda

Papio-Missouri River Natural Resources District

Address	Company	Amount Due to NRD	GL Date	Amount in Liability Account	Difference	Remitted	Account
11501 Centennial Rd	Pelster Flex Building	\$ 11,522.50	4/1/2017	\$ 11,522.50	\$ -	8/22/2018	02.02.0054
7861 Main Street	Lot 1, City Centre	\$ 4,811.80	10/11/2017	\$ 4,811.80	\$ -	8/22/2018	02.02.0054
8410 S 145th St	Woodhouse Auto Family-Hyundai Lot 1, Woodhouse Place Receipt 2601 00602403 La Vista Sr Housing	\$ 103,857.14	8/28/2017	\$ 103,857.14	\$ -	8/22/2018	02.02.0054
8140 S 97th Plz	Lot 2, Mayfair 2nd, Replat 5	\$ 29,713.96	9/22/2017	\$ 29,713.96	\$ -	8/22/2018	02.02.0054
8216 City Centre Dr	Lot 14, City Centre	\$ 9,627.51	4/9/2018	\$ 9,627.51	\$ -	8/22/2018	02.02.0054
7306 Giles Road	Giles Corner South Parking Lot Pt. Lot 1, Giles Corner Replat 3 Barger Properties, Inc.	\$ 2,550.96	9/20/2017	\$ 2,550.96	\$ -	8/22/2018	02.02.0054
11415 Centennial Road	Lot 2, Brook Valley BP II Andover Pointe, Bldng 7 Pt. Lot 1, Andover Pointe (2.33 acres	\$ 12,447.74	9/18/2017	\$ 12,447.74	\$ -	8/22/2018	02.02.0054
12860-68 Chandler Rd Plaza	per bldg) Malloy Warehouse	\$ 9,082.34	7/3/2018	\$ 9,082.34	\$ -	8/22/2018	02.02.0054
13208 Cary Circle	Lot 1, I-80 Ind Park 2, Replat 2 Pipers Plus Warehouse	\$ 12,924.86	1/9/2018	\$ 12,924.86	\$ -	8/22/2018	02.02.0054
11850 Portal Road	Lot 1 & Pt. Lot 2, Brook Valley II BP Replat 2	\$ 34,319.86	6/1/2018	\$ 34,319.86	\$ -	8/22/2018	02.02.0054
8410 South 145th St	Woodhouse-Pkg Lot Lot 2, Woodhouse Place	\$ 25,637.15	12/22/2017	\$ 25,637.15	\$ -	8/22/2018	02.02.0054
		<u>\$ 256,495.82</u>		<u>\$ 256,495.82</u>	<u>\$ -</u>		

Payment Requested by: John Kottman

Approved by: Cindy Miserez
 Date: August 15, 2018
 All funds have been received from the Companies for remittance to Papio-Missouri River Natural Resources District

Accounts Payable Note: Please enter a separate invoice for address.
 Vendor: Papio-Missouri River Natural Resources District
 Vendor Number: 04616

Please include a copy of this with the check.

Consent Agenda 8/21/18 (KC)

June 25, 2018



Ms. Cindy Miserez
Finance Director
City of La Vista

Via: Interoffice Mail

Dear Cindy:

Our interlocal agreement with the Papillion Creek Watershed Partnership requires that we submit payment of the watershed fees (AKA storm water management fees) by July 1 of each year.

The following is a summary of the properties for which the fees were applicable and have been collected:

11501 Centennial Rd	Pelster Flex Building
7861 Main St	Lot 15, City Centre MU Building
8410 South 145 th St	Woodhouse-Hyundai
8140 South 97 th Plz	La Vista Senior Housing
8216 City Centre Dr	Lot 14, City Centre MU Building
7306 Giles Rd	Giles Corner South Pkg Lot
11415 Centennial Rd	Barger Properties
12860-68 Chandler Rd Plz	Andover Pointe, Bldg #7
13208 Car Cir	Malloy Warehouse
11850 Portal Rd	Pipers Plus Warehouse
8410 South 145 th St	Woodhouse Parking Lot

I recommend that payment be made to the Papio-Missouri River Natural Resources District in the amount of \$256,495.82 and be sent to the attention of Lori Laster. This should go to a City Council meeting for authorization of payment as close to July 1 as possible. Contact me if you need more details.

Prepared by:


John M. Kottmann, P.E.
City Engineer

Enclosure

Cc: Pam Buethe, w/encl
File

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: 402-593-6400
f: 402-593-6445

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-932-6352

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

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

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

www.cityoflavista.org
info@cityoflavista.org

Storm Water Management Fee Tracking Updated 29-May-18
 July 1, 2017 to June 30, 2018
 Based on City Engineer Bldg Permit Review Letters

Location.....	Project Name.....	Permit Date	Acres	Fee per Ac.	Collected
11501 Centennial Road	Pelster Flex Bldg		2.5	\$4,609.00	11,522.50 Failed to include in June 2017 payment
7861 Main Street	Lot 15, City Centre		1.044	\$4,609.00	4,811.80 Lot 15, City Centre
8410 South 145th St	Woodhouse-Hyundai		21.985	\$4,724.00	103,857.14 Lot 1, Woodhouse Place
8140 South 97th Plaza	La Vista Sr Housing		6.29	\$4,724.00	29,713.96 Lot 2, Mayfair 2nd, Replat Five
8216 City Centre Dr	Lot 14, City Centre		2.038	\$4,724.00	9,627.51 Lot 14, City Centre
7306 Giles Road	Giles Corner South Parking Lot		0.54	\$4,724.00	2,550.96 Pt. Lot 1, Giles Corner Replat 3
11415 Centennial Road	Barger Properties		2.635	\$4,724.00	12,447.74 Lot 2, Brook Valley BP II
12860-68 Chandler Rd Plaza	Andover Pointe, Bldg 7		2.33	\$3,898.00	9,082.34 Pt. Lot 1, Andover Pointe (2.33 acres per bldg)
13208 Cary Circle	Malloy Warehouse		2.736	\$4,724.00	12,924.86 Lot 1, I-80 Ind Park 2, Replat 2
11850 Portal Road	Pipers Plus Warehouse		7.265	\$4,724.00	34,319.86 Lot 1 & Pt. Lot 2, Brook Valley II BP Replat 2
8410 South 145th St	Woodhouse-Pkg Lot		5.427	\$4,724.00	25,637.15 Lot 2, Woodhouse Place

Total for June 30, 2018 Payment to the PMNRD \$256,495.82



June 25, 2018

Mr. Joe Soucie
City of LaVista Public Works
9900 Portal Rd.
La Vista, Nebraska 68128

Re: Papillion Creek Watershed Partnership Watershed Fees

Dear Mr. Soucie:

The District is invoicing all Partnership members for the Watershed Fees collected as agreed to in the 5-year Inter-Local Agreement for the Papillion Creek Watershed Partnership. According to the agreement, all fees collected by each community should be forwarded to the Papio-Missouri River Natural Resources District no later than July 1 of each year of the agreement.

Please make a check payable to the Papio-Missouri River Natural Resources District for the amount of all fees collected and send to my attention. If you have any questions or concerns, please contact me at (402) 444-6222 or llaster@papionrd.org.

Sincerely,

Lori Ann Laster, CFM
Stormwater Management Engineer

CC: Marlin Petermann, Amanda Grint, Carey Fry, P-MRNRD



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT: SARPY-DOUGLAS LAW ENFORCEMENT ACADEMY VEHICLE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement authorizing the exclusive use of a vehicle provided by Douglas County for the Sarpy-Douglas Law Enforcement Academy Police Training Coordinator.

FISCAL IMPACT

The vehicle will be added to La Vista’s list of insured vehicles through Traveler’s.

RECOMMENDATION

Approval

BACKGROUND

The La Vista Police Department is one of five law enforcement agencies (La Vista, Papillion, Bellevue, Sarpy and Douglas Sheriff) in the Sarpy-Douglas Law Enforcement Academy (SDLEA) consortium. Each agency has agreed to provide classroom space, instructors and various “in-kind” allowances.

The Douglas County Sheriff has agreed to provide a vehicle for the exclusive use of the Police Training Coordinator. An Interlocal Cooperation Agreement was drafted to outline the terms and conditions of the vehicle. The City’s insurance company, Traveler’s has reviewed the Agreement and will insure the vehicle on behalf of La Vita. La Vista will be responsible for the insurance coverage and yearly registration fee (approximately \$25).

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH DOUGLAS COUNTY, NEBRASKA.

WHEREAS, the Parties are participating agencies in the Sarpy-Douglas Law Enforcement Academy (hereinafter "SDLEA"), which was formed to facilitate a metro area law enforcement basic training academy for participating agencies; and,

WHEREAS, the viability and success of the SDLEA is dependent upon the shared use of resources between the participating agencies; and,

WHEREAS, the SDLEA requires each participating agency to host various aspects of basic training, equipment and materials must be transported between each agency; and,

WHEREAS, WHEREAS, the DCSO has a vehicle available for such use by the SDLEA Training Coordinator who is an employee of the LVPD; and,

WHEREAS, the Parties wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act").

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with Douglas County, Nebraska for the use of a vehicle for the Police Training Coordinator.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into by and between the City of La Vista, Nebraska, on behalf of the La Vista Police Department (hereinafter "LVPD") and Douglas County, Nebraska, on behalf of the Douglas County Sheriff's Office (hereinafter "DCSO"). Each Party is a duly existing body, corporate, and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, the Parties are participating agencies in the Sarpy-Douglas Law Enforcement Academy (hereinafter "SDLEA"), which was formed to facilitate a metro area law enforcement basic training academy for participating agencies; and,

WHEREAS, the viability and success of the SDLEA is dependent upon the shared use of resources between the participating agencies; and,

WHEREAS, the SDLEA requires each participating agency to host various aspects of basic training, equipment and materials must be transported between each agency; and,

WHEREAS, the DCSO has a vehicle available for such use by the SDLEA Training Coordinator who is an employee of the LVPD; and,

WHEREAS, the Parties wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

- 1) DCSO shall provide a vehicle to LVPD for the exclusive use by LVPD law enforcement personnel for the primary benefit of the SDLEA.
- 2) LVPD shall provide ordinary operating expenses for said vehicle, including but not limited to fuel, regular maintenance, mechanical repairs and physical damage repairs.
- 3) LVPD shall maintain comprehensive automotive liability insurance on said vehicle at all times. Said insurance shall be primary and non-contributory. The policy required to be maintained shall be with companies rated A or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the state of Nebraska and domiciled in the USA. Douglas County and the DCSO shall be named as an additional insured on LVPD's Certificate(s) of Automotive Liability Insurance. LVPD shall provide a certificate of insurance to Douglas County Purchasing before taking possession of said vehicle and upon demand of Douglas County thereafter. All insurance documents and insurance notifications shall be sent to:

Douglas County Purchasing Agent
Civic Center, 1819 Farnam St.
Omaha NE 68183

Douglas County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect LVPD or its interests. LVPD 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 LVPD's liability hereunder or to fulfill the indemnification provisions of this Agreement.

- 4) LVPD shall return said vehicle to the DCSO at the end of its service life, or immediately at the written request of the DCSO.
- 5) Miscellaneous Provisions:
 - a. Term and Termination: This Agreement shall be effective for a term of five (5) years beginning on September 1, 2018 and ending August 31, 2023. At the end of the initial five year term, the agreement shall automatically renew for two (2) additional one year terms. This agreement can be terminated by either party for any reason with thirty (30) days written notice to the other party of the intent to terminate.
 - b. Independent Contractors. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts or omissions of any Party or any personnel, employees, agents, contractors, or servants of a Party, pursuant to this Agreement shall be undertaken as an independent contractor and not as an employee or agent of any other Party. The Parties each shall, except as provided herein, act on its own behalf and not as agent, employee, partner, joint venturer or associate of any other Party. An employee or agent of a Party shall not be deemed or construed to be the employee or agent of any other Party for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of any other Party. The Parties shall not provide any insurance coverage to any other Party or the employees of any other Party including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters with respect to its employees. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska with respect to the employees of a Party and any and all claims whatsoever on behalf of any such employee arising out of employment or alleged employment, including without limitation claims of discrimination shall in no way be the responsibility of any other Party. No Party shall have any authority to bind any other Party by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each Party shall be in its own

name and not in the name of any other Party, unless otherwise provided herein. Notwithstanding anything in this Section to the contrary, a Party shall be responsible for any claims, costs or expenses proximately caused by the negligence of such Party or any officers, employees or agents of such Party.

- c. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race religion, sex, or any other prohibited basis of discrimination
- d. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.
- e. Amendments/Modification. This Agreement may be modified only by written amendment, approved by the governing bodies and duly executed by authorized officials of all the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- f. Assignment. None of the Parties may assign its rights under this Agreement without the express prior written consent of all other Parties. An assignment without such prior written consent shall be a material breach of this Agreement.
- g. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
- h. 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.

- i. Indemnification. LVPD agrees to indemnify, defend, save and hold harmless, to the fullest extent allowed by law, DCSO, its officials, principals, officers, agents, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of LVPD officials, principals, officers, agents, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting there from. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive either Party's sovereign immunity. Either Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.
- j. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
- k. Authorized Representatives and Notice. In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following individuals shall be the authorized representatives of the Parties:

FOR DOUGLAS COUNTY
County Sheriff
Douglas County Sheriff's Office
3601 North 156th Street
Omaha, NE 68916
(402) 444-6641

FOR CITY OF LA VISTA
Chief of Police
La Vista Police Department
7701 South 96th Street
La Vista, NE 68128
(402) 331-1582

Notice shall be in writing and shall be effective upon receipt by the authorized representative. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

- l. Unavailability of Funding language: Due to possible future reductions including but not limited County, State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event

funds to finance this Agreement become unavailable either in full or in part due to such involuntary reduction in appropriations, a Party may terminate the Agreement or reduce the consideration upon notice in writing to the other Parties. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the Authorized Representatives. A Party shall be the final authority as to the availability of its funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, any other Party may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the other Parties.

- m. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.
- n. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- o. Public Benefits. With regard to Neb.Rev.Stat. §§4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108–113.
- p. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Participating Agencies shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized Officers, effective as of the day and year first above written.

ATTEST

CITY OF LA VISTA, NEBRASKA

City Clerk

(Mayor)

Approved as to Form:

DOUGLAS COUNTY, NEBRASKA

Deputy County Attorney

Chris Rodgers, Chair
Board of Commissioners

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
127565	08/09/2018	BLADE MASTERS GROUNDS MNTNC IN	103,821.78	N
127566	08/09/2018	CIVIC NEBRASKA	1,919.69	N
127567	08/09/2018	ENVISIO SOLUTIONS INC	8,000.00	N
127568	08/09/2018	HAWKINS CONSTRUCTION COMPANY	120,308.22	N
127569	08/09/2018	OLSSON ASSOCIATES	38,507.96	N
127570	08/09/2018	OMAHA PUBLIC POWER DISTRICT	554.44	N
127571	08/09/2018	RDG PLANNING & DESIGN	746.40	N
127572	08/09/2018	TERRACON	950.00	N
127573	08/09/2018	THOMPSON DREESSEN & DORNER	10,835.90	N
127574	08/09/2018	OMAHA PUBLIC POWER DISTRICT	112.40	N
127575	08/21/2018	A & D TECHNICAL SUPPLY COMPANY	617.00	N
127576	08/21/2018	A-RELIEF SERVICES INC	334.00	N
127577	08/21/2018	AA WHEEL & TRUCK SUPPLY INC	62.41	N
127578	08/21/2018	ACTION BATTERIES UNLTD INC	103.68	N
127579	08/21/2018	AMERICAN UNDERGROUND SUPL INC	330.51	N
127580	08/21/2018	APWA-AMER PUBLIC WORKS ASSN	175.00	N
127581	08/21/2018	ASP ENTERPRISES INC	2,598.91	N
127582	08/21/2018	ASPHALT & CONCRETE MATERIALS	992.99	N
127583	08/21/2018	BARONE SECURITY SYSTEMS	111.00	N
127584	08/21/2018	BAUER BUILT TIRE	373.60	N
127585	08/21/2018	BAXTER CHRYSLER DODGE JEEP-124TH	27.82	N
127586	08/21/2018	BIG RIG TRUCK ACCESSORIES INC	487.60	N
127587	08/21/2018	BISHOP BUSINESS EQUIPMENT	261.90	N
127588	08/21/2018	BUETHE, PAM	178.22	N
127589	08/21/2018	BUILDERS SUPPLY CO INC	48.43	N
127590	08/21/2018	CARROLL CONSTRUCTION SUPPLY	24.64	N
127591	08/21/2018	CENTURY LINK	583.92	N
127592	08/21/2018	CITY OF OMAHA	40.04	N
127593	08/21/2018	CONSOLIDATED MANAGEMENT	8.74	N
127594	08/21/2018	COX COMMUNICATIONS	277.40	N
127595	08/21/2018	CULLIGAN OF OMAHA	7.00	N
127596	08/21/2018	D & K PRODUCTS	475.00	N
127597	08/21/2018	DEE JAY'S QSR OF NEBRASKA, INC.	45.89	N
127598	08/21/2018	DELL MARKETING L.P.	1,153.54	N
127599	08/21/2018	DEMCO INCORPORATED	200.08	N
127600	08/21/2018	DIAMOND VOGEL PAINTS	357.00	N
127601	08/21/2018	DOG WASTE DEPOT	179.98	N
127602	08/21/2018	DOUGLAS COUNTY SHERIFF'S OFC	175.00	N
127603	08/21/2018	DULTMEIER SALES & SERVICE	42.00	N
127604	08/21/2018	EDGEWEAR SCREEN PRINTING	40.80	N
127605	08/21/2018	EMBLEM ENTERPRISES INC	817.79	N
127606	08/21/2018	EXPRESS ENTERPRISES	90.00	N
127607	08/21/2018	EYMAN PLUMBING INC	618.67	N
127608	08/21/2018	FASTENAL COMPANY	225.55	N
127609	08/21/2018	FOCUS PRINTING	4,000.07	N
127610	08/21/2018	GCR TIRES & SERVICE	286.42	N
127611	08/21/2018	GODFATHER'S PIZZA	636.00	N
127612	08/21/2018	GRAINGER	12.60	N
127613	08/21/2018	GRAYBAR ELECTRIC COMPANY INC	420.60	N
127614	08/21/2018	GREATAMERICA FINANCIAL SERVICES	805.00	N
127615	08/21/2018	H & H CHEVROLET LLC	13.65	N
127616	08/21/2018	HEARTLAND PAPER	240.00	N
127617	08/21/2018	HEARTLAND TIRES AND TREADS	139.20	N
127618	08/21/2018	HOBBY LOBBY STORES INC	67.54	N
127619	08/21/2018	IDEAL IMAGES, INC.	30.00	N
127620	08/21/2018	INTERNATIONAL CODE COUNCIL INC	135.00	N
127621	08/21/2018	J & J SMALL ENGINE SERVICE	58.65	N
127622	08/21/2018	KRIHA FLUID POWER CO INC	44.00	N
127623	08/21/2018	L-TRON CORPORATION	1,112.94	N
127624	08/21/2018	LANDSCAPES UNLIMITED, LLC	4,941.50	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
127625	08/21/2018	LAUSTEN JR ROBERT S	1,480.00	N
127626	08/21/2018	LOWE'S CREDIT SERVICES	89.04	N
127627	08/21/2018	MASTER MECHANICAL SERVICE INC	480.00	N
127628	08/21/2018	MAX I WALKER UNIFORM RENTAL	337.06	N
127629	08/21/2018	MC CANN PLUMBING SERVICE INC	199.00	N
127630	08/21/2018	METROPOLITAN COMMUNITY COLLEG	21,821.94	N
127631	08/21/2018	MEYO ENTERPRISES, LLC	9,552.00	N
127632	08/21/2018	MIDLANDS LIGHTING & ELECTRIC	211.00	N
127633	08/21/2018	MIKTOM, INC	3,250.00	N
127634	08/21/2018	MONARCH OIL INC	995.30	N
127635	08/21/2018	MSC INDUSTRIAL SUPPLY CO	65.46	N
127636	08/21/2018	NATIONAL EVERYTHING WHOLESALE	689.87	N
127637	08/21/2018	NEBRASKA ARBORISTS ASSOCIATION	100.00	N
127638	08/21/2018	NEWMAN TRAFFIC SIGNS INC	1,475.46	N
127639	08/21/2018	OFFICE DEPOT INC	373.03	N
127640	08/21/2018	OMAHA PUBLIC POWER DISTRICT	3,362.34	N
127641	08/21/2018	OMAHA WORLD-HERALD	900.40	N
127642	08/21/2018	ONE CALL CONCEPTS INC	338.13	N
127643	08/21/2018	OVERHEAD DOOR COMPANY OF OMA	70.00	N
127644	08/21/2018	PAPILLION SANITATION	1,250.15	N
127645	08/21/2018	PARTSMASTER	283.74	N
127646	08/21/2018	PLAINS EQUIPMENT GROUP	428.00	N
127647	08/21/2018	READY MIXED CONCRETE COMPANY	360.44	N
127648	08/21/2018	REGAL AWARDS OF DISTINCTION	11.00	N
127649	08/21/2018	SARPY COUNTY ECONOMIC DEV.CORP	25.00	N
127650	08/21/2018	SARPY COUNTY REGISTER OF DEEDS	100.00	N
127651	08/21/2018	SCHUMACHER CONCRETE PUMPING, I	286.00	N
127652	08/21/2018	SIGN IT	1,164.50	N
127653	08/21/2018	SOUTHERN UNIFORM & EQUIPMENT	54.24	N
127654	08/21/2018	STATE STEEL OF OMAHA	73.43	N
127655	08/21/2018	SWANK MOTION PICTURES INC	613.00	N
127656	08/21/2018	TED'S MOWER SALES & SERVICE	442.00	N
127657	08/21/2018	TITAN MACHINERY	188.27	N
127658	08/21/2018	TOSHIBA FINANCIAL SERVICES	138.00	N
127659	08/21/2018	TRANS UNION RISK AND	53.50	N
127660	08/21/2018	U.S. CELLULAR	1,007.16	N
127661	08/21/2018	UNITED PARCEL SERVICE	44.16	N
127662	08/21/2018	VERIZON WIRELESS	208.95	N
127663	08/21/2018	WOODHOUSE LINCLN-MAZDA-PORSC	908.94	N
TOTAL:			364,196.58	

APPROVED BY COUNCIL MEMBERS ON: 08/21/2018

COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
424(E)	07/03/2018	CATERPILLAR FINANCIAL SVCS CORP	3,075.62	N
425(E)	07/05/2018	ELAN FINANCIAL SERVICES	18,443.73	N
435(E)	07/30/2018	ACCESS BANK	3,066.27	N
436(E)	07/30/2018	ALLY BANK	356.91	N
437(E)	07/30/2018	DEARBORN NATIONAL LIFE INSURANC	1,116.00	N
438(E)	07/30/2018	ENTERPRISE FM TRUST	580.01	N
439(E)	07/30/2018	FIRST STATE BANK	5,668.85	N
440(E)	07/30/2018	NE DEPT OF REVENUE-SALES TAX	2,261.08	N
441(E)	07/30/2018	PITNEY BOWES-EFT POSTAGE	1,053.00	N
442(E)	07/30/2018	TOSHIBA FINANCIAL SERVICES	127.40	N
443(E)	07/31/2018	CATERPILLAR FINANCIAL SVCS CORP	3,075.62	N
444(E)	07/31/2018	NE DEPT OF REVENUE-LOTT/51	82,015.00	N
TOTAL:			120,839.49	

APPROVED BY COUNCIL MEMBERS ON: 08/21/2018

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
ADOPTION — 84 TH STREET STREETScape SCHEMATIC DESIGN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

SYNOPSIS

A public hearing has been scheduled and a resolution has been prepared to adopt the *84th Street Streetscape Schematic Design* prepared by Design Workshop, as an amendment to the Comprehensive Plan.

FISCAL IMPACT

Adoption of the plan does not commit funding. Project cost is currently estimated at \$21.1M. A more definitive cost figure will be provided after final design documents have been completed and a phasing plan determined.

RECOMMENDATION

Approval.

BACKGROUND

In 2010, the City completed *A Vision Plan for 84th Street* (Vision 84), which included an extensive public process and the adoption of a master plan identifying the vision for 84th Street as the creation of a downtown for the community. *“The 84th Street corridor will be the central city core, with a memorable and distinct identity, a vibrant mix of land uses, a sense of community and a high quality of life for residents.”*

Principle #3 of the plan – Attract people to the 84th street corridor – outlines a number of goals for the improvement of the 84th Street corridor including streetscape-related aspects centering on aesthetics and pedestrian safety.

On July 5, 2017, the City Council approved the selection of Design Workshop to conduct the development of the 84th Street Streetscape Schematic Design.

After a successful public input process that included a steering committee, public input meetings, comment cards, a webpage, social media, and two online surveys, a draft schematic plan was developed.

On August 16, 2018 the Planning Commission reviewed the schematic plan and voted to recommend approval to the City Council.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ADOPTING THE 84TH STREETSCAPE SCHEMATIC DESIGN, AS PREPARED BY DESIGN WORKSHOP, AS AN AMENDMENT TO THE COMPREHENSIVE PLAN.

WHEREAS, the City of La Vista completed A Vision Plan for 84th Street; and

WHEREAS, the City Council approved the selection of Design Workshop to conduct the development of the 84th Streetscape Schematic Design; and

WHEREAS, the draft plan was developed after a successful public input process that included a steering committee, public input meetings, comment cards, a webpage, social media, and two online surveys; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the 84th Streetscape Schematic Design as submitted and reviewed by the La Vista City Council;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the 84th Streetscape Schematic Design as submitted and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and adopted as an amendment to the Comprehensive Plan.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

84TH STREETSCAPE PLAN EXISTING CONDITIONS REPORT

PREPARED FOR THE CITY OF LA VISTA
AUGUST 2018



PREPARED BY
DESIGNWORKSHOP



BRENTWOOD PLAZA

FOR LEASE

Underground Gaming



CONTENTS

EXISTING CONDITIONS	5
SITE ANALYSIS	6
REGIONAL ANALYSIS	14
WAYFINDING AND SIGNAGE	23
LIGHTING	25
DESIGN STANDARDS	27
TRANSPORTATION AND MOBILITY CONSIDERATIONS	30
RELATED STUDIES	36

SCHOOL
SPEED LIMIT
40
WHEN FLASHING



Sals
SALSA & ICE

AMERICAN
SALSA



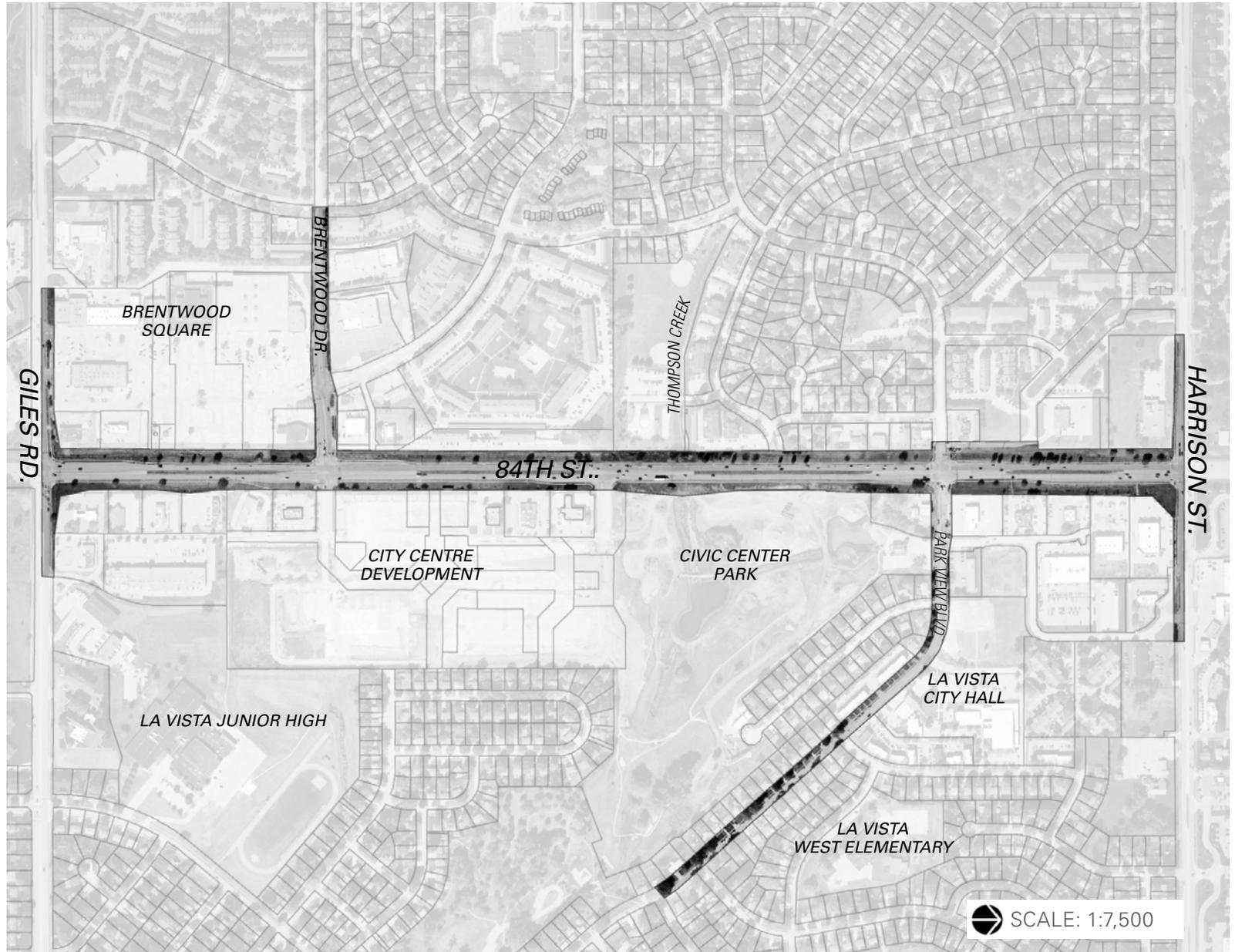
EXISTING CONDITIONS

To develop appropriate changes to the streetscape, an understanding of existing conditions is necessary. The following is a summary of information that examines factors observed at both a regional scale and at the scale of the site. This examination will provide the basis for design of the project.

SITE PHYSICAL FEATURES

La Vista's portion of 84th Street from Harrison to Giles is not unlike many of the arterial commuter streets in the region. Because the street was designed to rapidly convey automobiles, the amenity zone and median largely neglect the pedestrian experience. Narrow sidewalks, limited lighting, an inconsistent tree canopy, no street furnishings, and minimal accommodations for transit send a message that people shouldn't occupy the space. Commercial pole signage dominates views for the automobile experience and detracts from the incredible views toward the Thompson Creek basin and proposed Civic Center Park. There is little rhythm or cadence to signify a special experience.

The ample right-of-way, open drainage channels, minimal overhead utilities, and rolling grade changes are features that many roads do not have. They are unique conditions that can be better emphasized.





EXISTING 4' DETACHED SIDEWALK IN POOR CONDITION



SATURATED AREAS WITHIN DRAINAGE CHANNELS



LARGE AUTOMOBILE-SCALED RIGHT-OF-WAY



CONSTRUCTION OF PARK UNDERWAY



OPEN DRAINAGE CHANNEL WITH SEVERE EROSION



THOMPSON CREEK EXTENDS BENEATH 84TH STREET



CONSTRUCTION OF CITY CENTRE UNDERWAY



HIGHLY VISIBLE UTILITY VAULTS



MINIMAL BUS ACCOMMODATIONS



LARGE AREAS OF RIGHT-OF-WAY



OPEN CHANNELS PROVIDE OPPORTUNITY TO MOVE PEDESTRIANS AWAY FROM ROADWAY EDGE



MINIMAL COMMUNITY SIGNAGE AND WAYFINDING



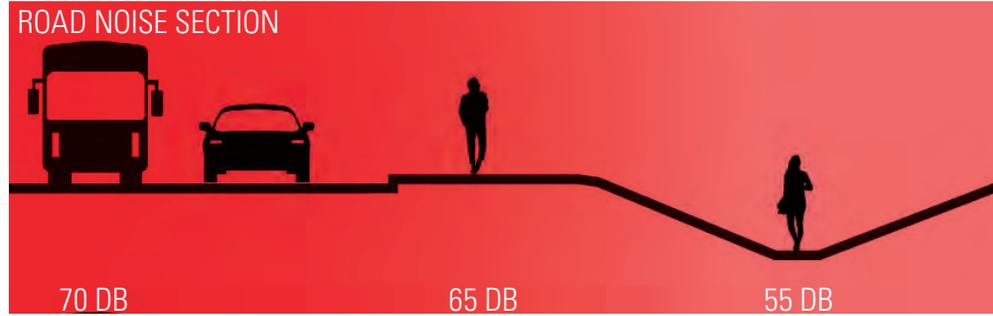
DOMINANCE OF LARGE COMMERCIAL POLE SIGNAGE



STEEP GRADING IN AREAS

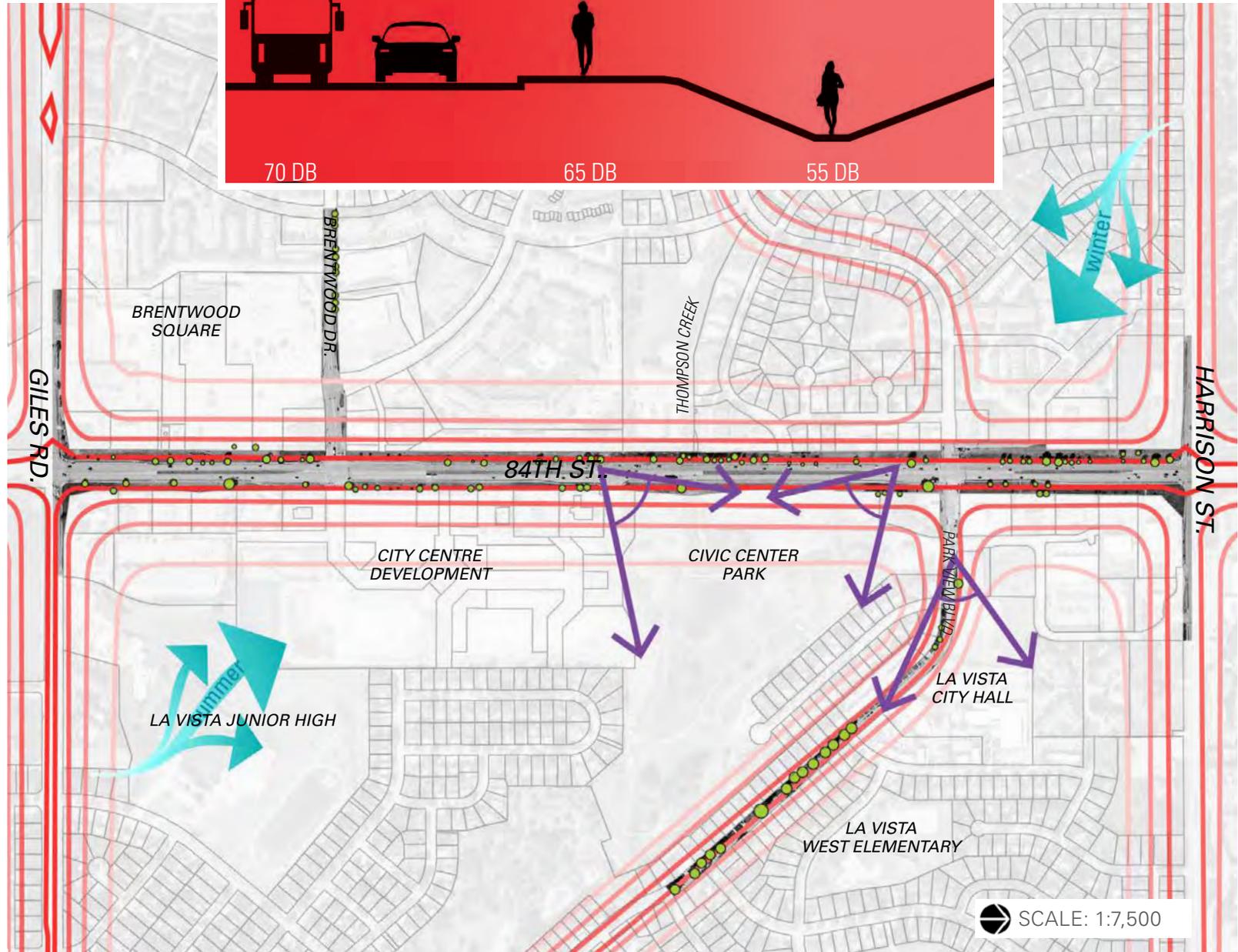
SITE HUMAN COMFORT

Noise levels along 84th Street were observed to reach nearly 70dB, or about the level of a vacuum cleaner which is enough to make phone conversation difficult. On site, the design team observed a 10 decibel difference between the sidewalk next to the street and the drainage ditch below. The prevailing summer and winter winds and directional views suggest that a pedestrian would prefer to be on the east side of the street.



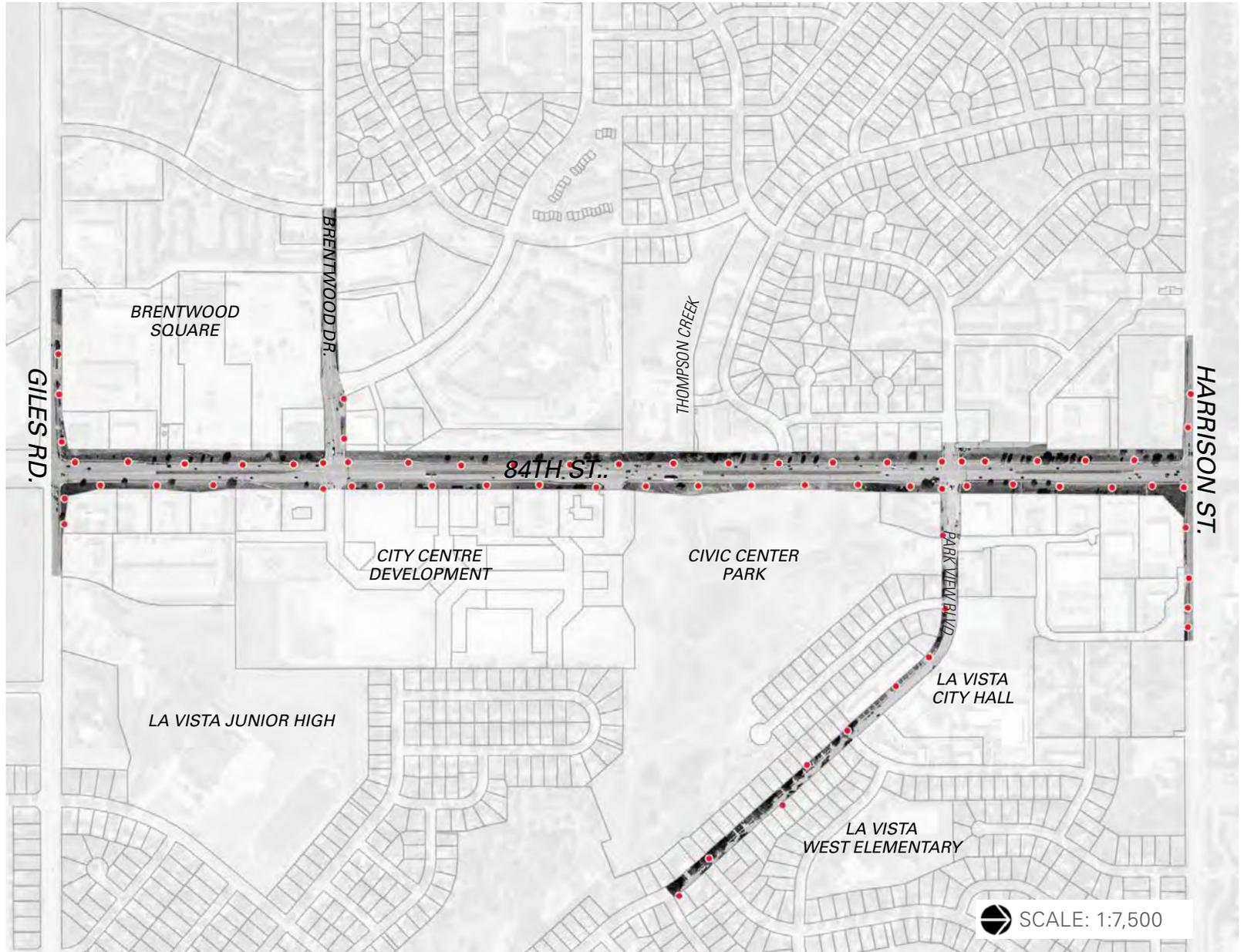
LEGEND

- 25-35 dB
- 35-45 dB
- 45-55 dB
- 55-70 dB
- Existing Tree
- ↔ Directional Views
- ↔ Prevailing Winds



SITE LIGHTING + UTILITIES

The current lighting in the project area includes cobra head fixtures at 250' on-center. These provide just enough lighting for the roadway and are scaled to accommodate vehicular movement. Overhead utilities align with the edge of the right-of-way which creates a tidy edge at the roadway.

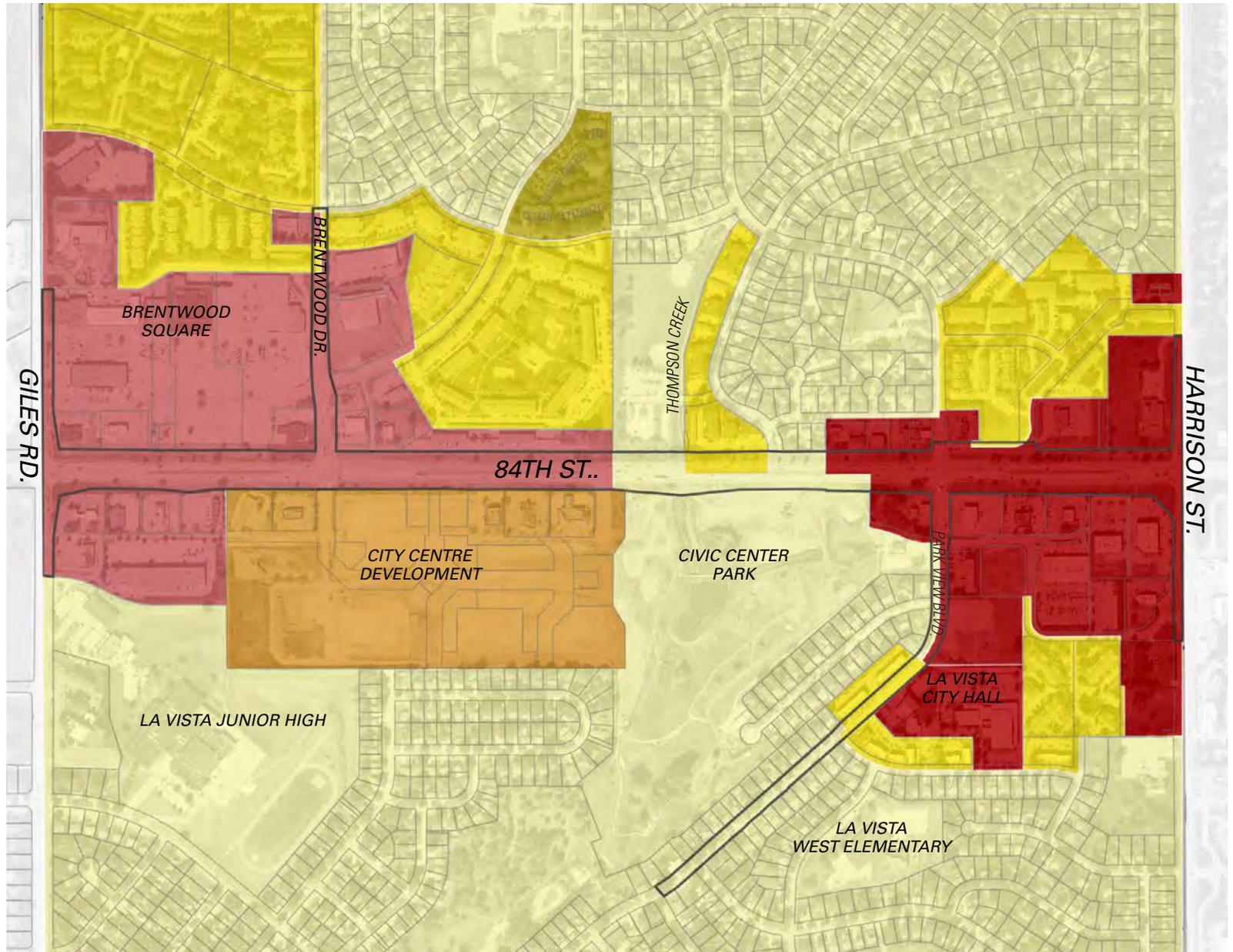


LEGEND

● Street Light

SITE ZONING

Current zoning abutting the project area favors a neighborhood block pattern that concentrates commercial activities along 84th Street and at major intersections. With the implementation of Corridor 84, however; the zoning promotes mixed use buildings with shallow setbacks, pedestrian oriented design, and encourages health and well-being of residents.

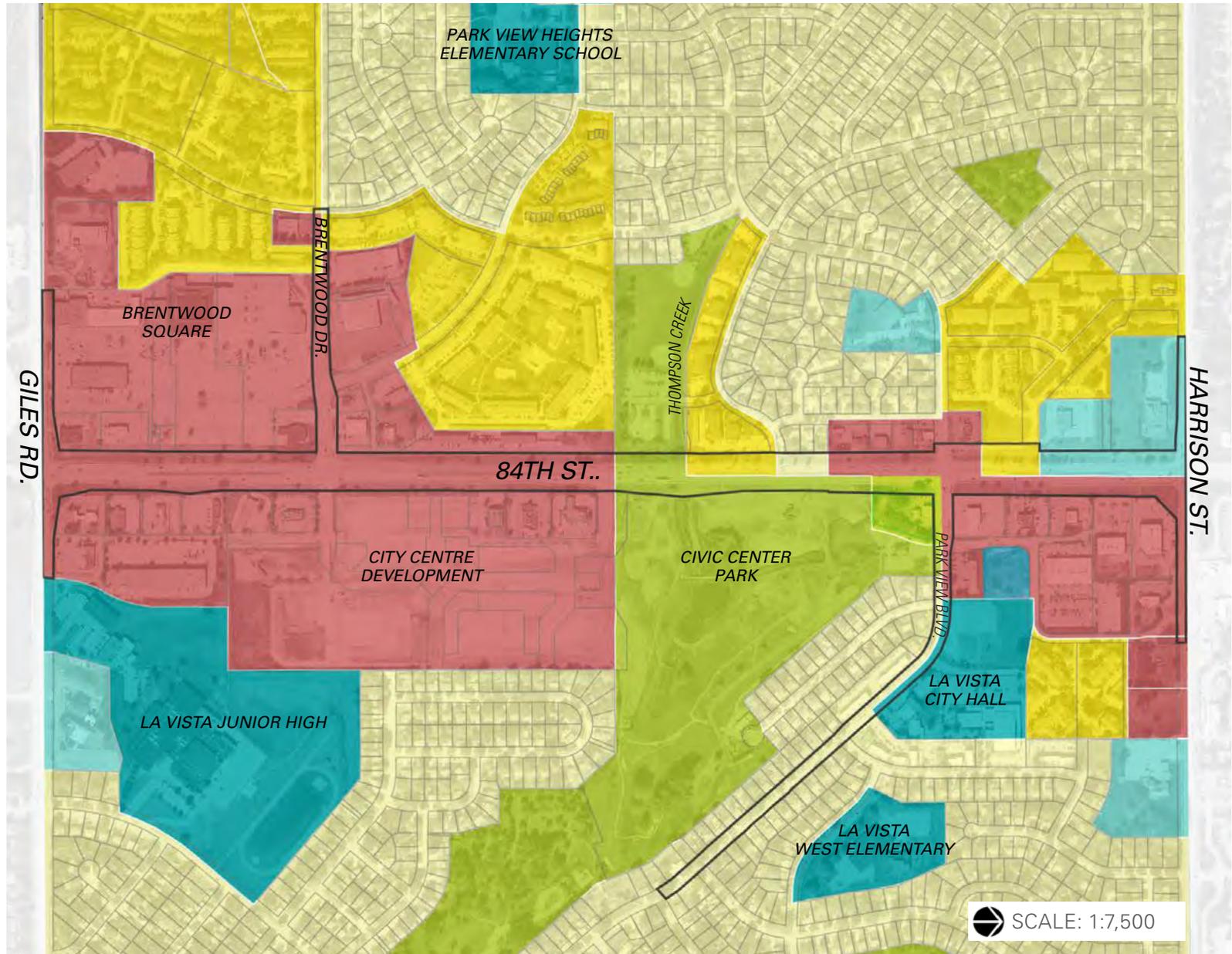


LEGEND

- Shopping Center District
- General Commercial
- Mixed use
- Single-Family Residential
- High Density Residential
- Condo Residential

SITE FUTURE LAND USE

Future land uses for 84th Street begin to layer public use areas such as parks and civic and institutional campuses into the current commercial and residential nature of the street. This will provide a larger pedestrian user base than currently exists.

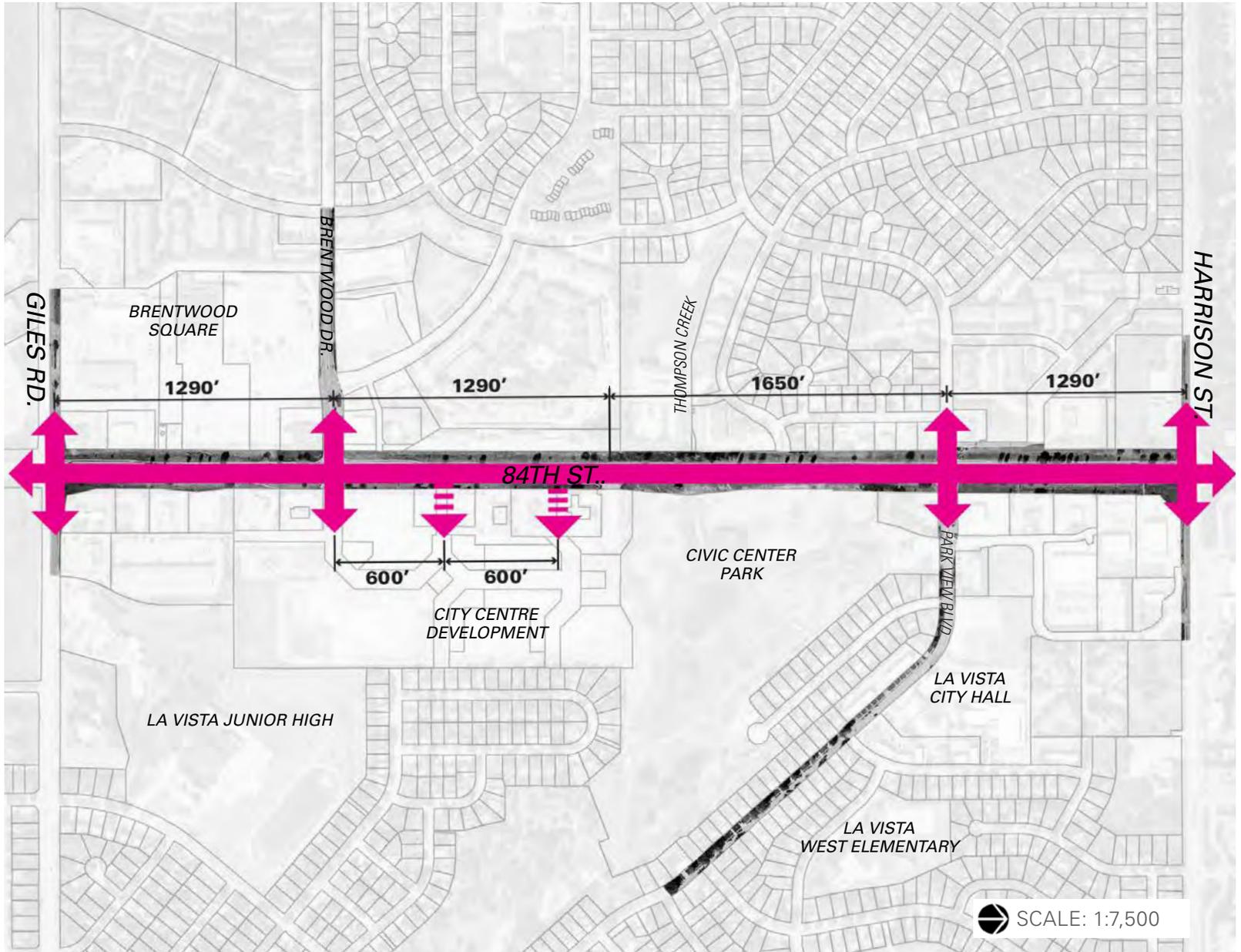


LEGEND

- Commercial
- Med Density Residential
- High Density Residential
- Park
- Civic/Institutional
- Quasi-Public

SITE CURB CUTS + INTERSECTIONS

Vehicular connections to intersecting streets is limited which creates a large block length. This large block length reduces potential conflicts with intersecting streets however, it encourages a higher speed along 84th Street. Proposed redevelopment includes an additional access point with a right-in, right-out access point that reduces the block length in the La Vista City Centre Development to 600'.



LEGEND

-  Existing Vehicular circ.
-  Proposed Vehicular circ.

SITE OPEN SPACE + PEDESTRIAN NETWORK

The current sidewalk system is continuous and runs the entire length of La Vista's 84th Street. A complete network of detached sidewalks throughout adjacent subdivisions provides opportunities to comprehensively connect the pedestrian network. The close proximity of the narrow sidewalk (4 ft) to the street, however, compromises human comfort and deters use.

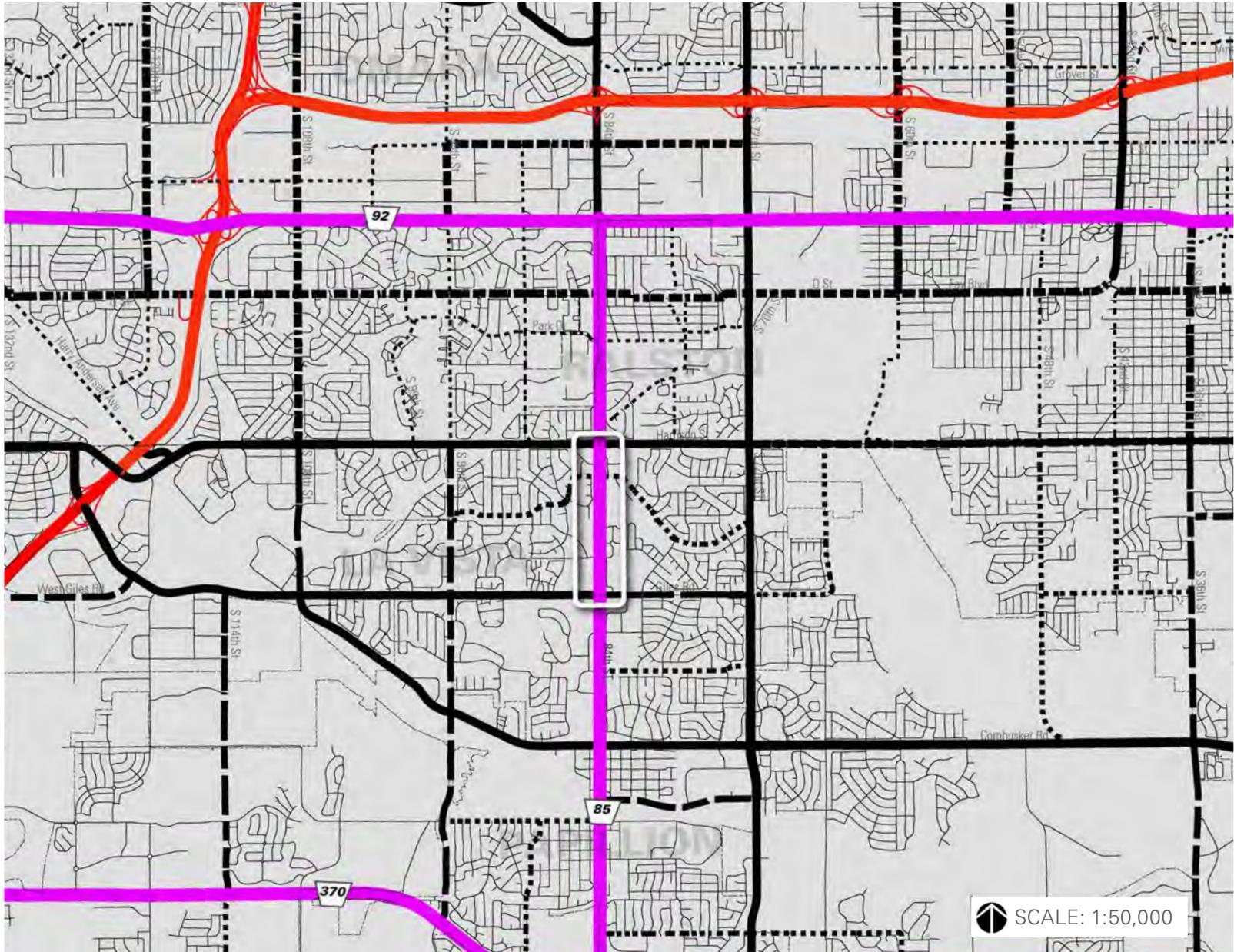


REGIONAL ROADWAY CLASSIFICATION

Built on a grid of 1 mile increments, 84th Street serves as a major north/south connector for the southeast Omaha metro. From Highway 370 to Highway 92, 84th Street is classified as a highway and as such is governed by the Nebraska Department of Transportation (NDOT).

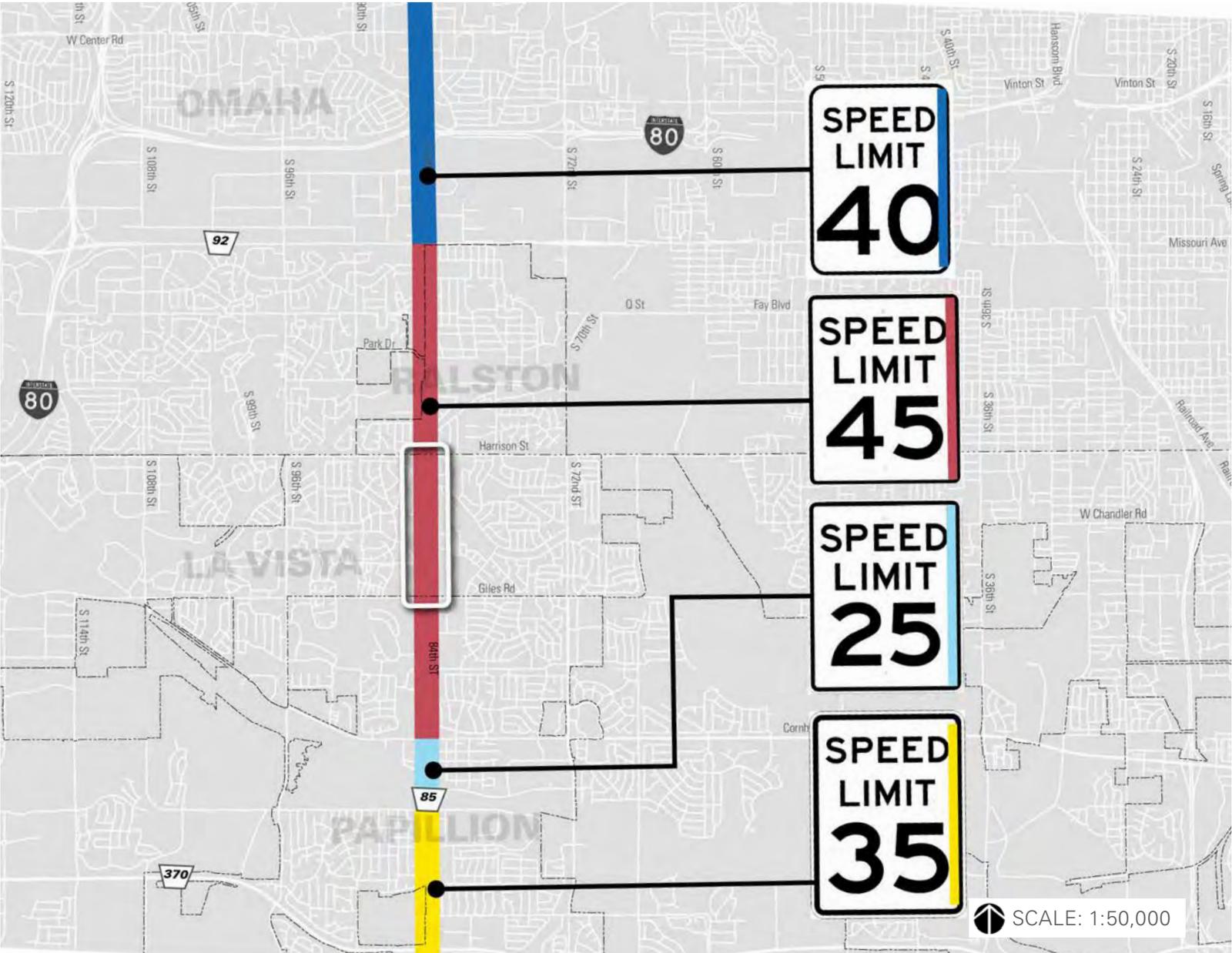
LEGEND

-  Project Location
-  Freeway
-  Highway
-  Major Arterial
-  Minor Arterial
-  Collector
-  Local



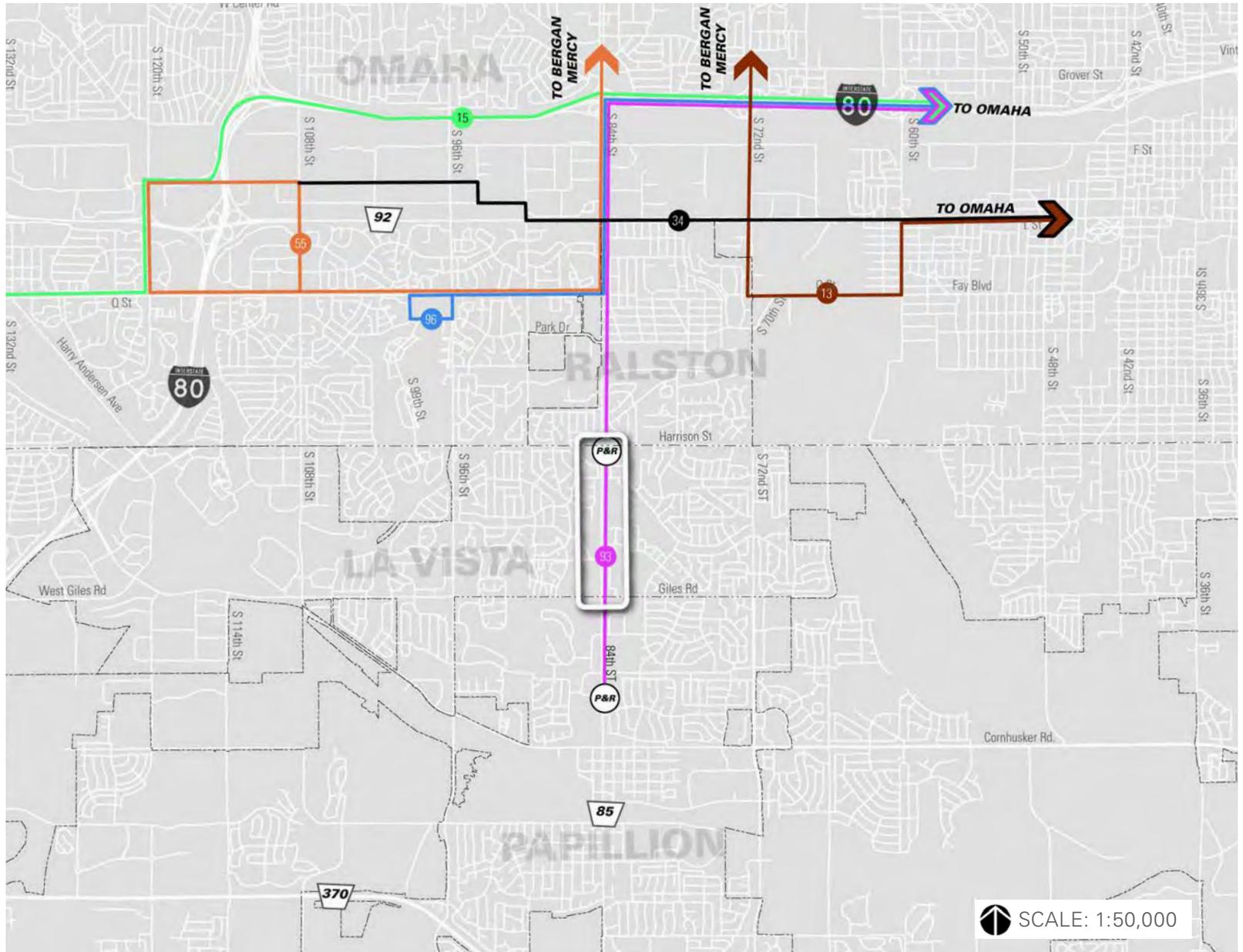
REGIONAL POSTED SPEED

The posted speed limit varies along 84th Street. In the south section, where storefronts and residential neighborhoods front the street, the posted speed limit is 25 MPH. For the majority of the street, including the study area, the speed limit increases to 45 MPH. At this speed, the average stopping distance for vehicles is 145 ft. This is important to consider as more pedestrians will be present in the corridor as it urbanizes.



REGIONAL TRANSIT CONNECTIONS

Omaha's Metro transit service provides an express bus to La Vista on Route 93, twice in the morning and twice in the evening from Papillion to downtown Omaha via I-80. A reverse commute option from Omaha to Papillion is also available twice daily. While the ridership is low and the service is infrequent, it is the only route that serves La Vista and Papillion.



LEGEND

- 96 Bus Route 96
- 55 Bus Route 55
- 93 Bus Route 93
- 34 Bus Route 34
- 15 Bus Route 15
- 13 Bus Route 13

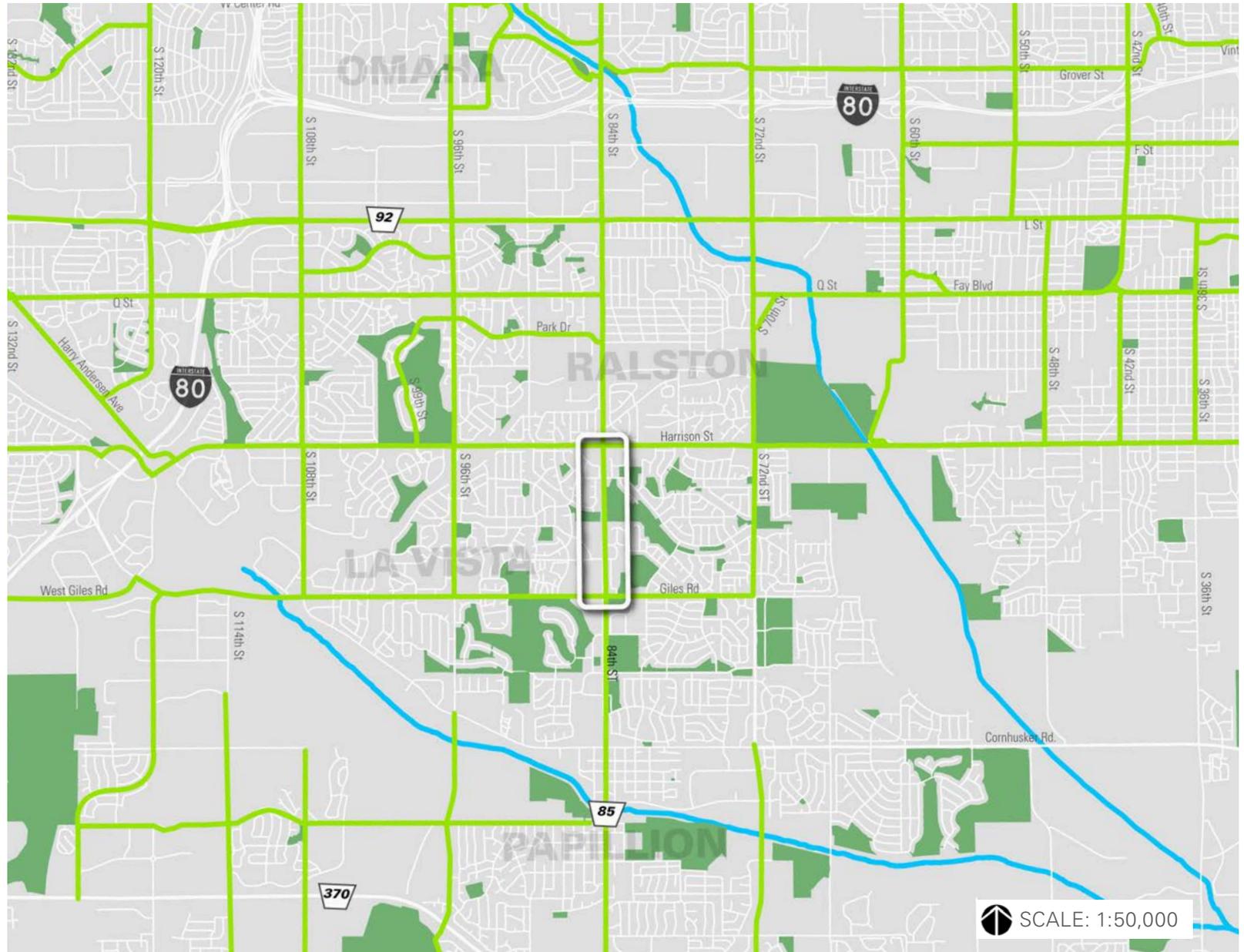
REGIONAL PROPOSED GREEN/ COMPLETE STREETS

Long range park and streets plans for La Vista, Omaha, and Papillion recommend a comprehensive program of complete and green streets. The most continuous green/complete street planned in the southwest Omaha metro is 84th Street. According to the La Vista Park and Recreation Master Plan, green streets should include the following elements:

- One or more rows of trees along both sides of the roadway (along City right-of-way or on private property). Specific tree types are recommended in the plan.
- Space for wide sidewalks or off-street trails on one or both sides of the roadway.
- No overhead utility wires that interfere with the growth of overstory trees.

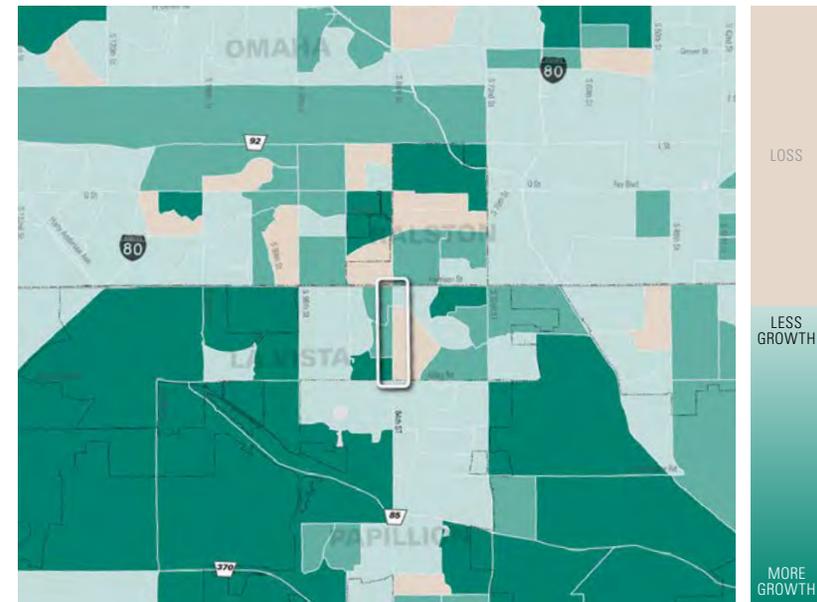
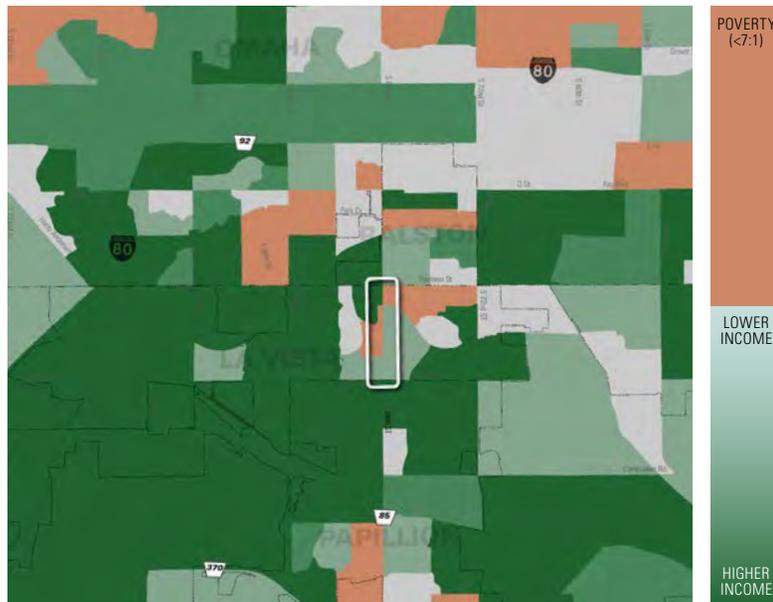
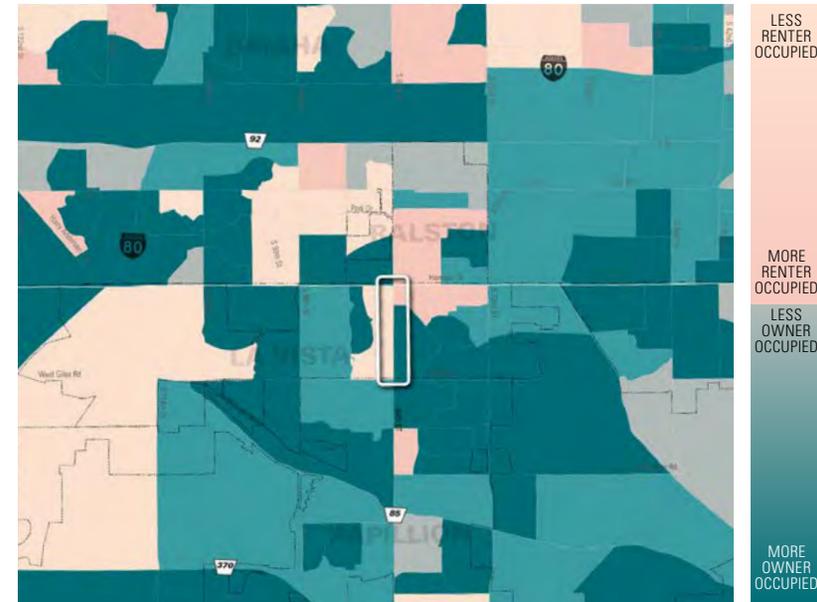
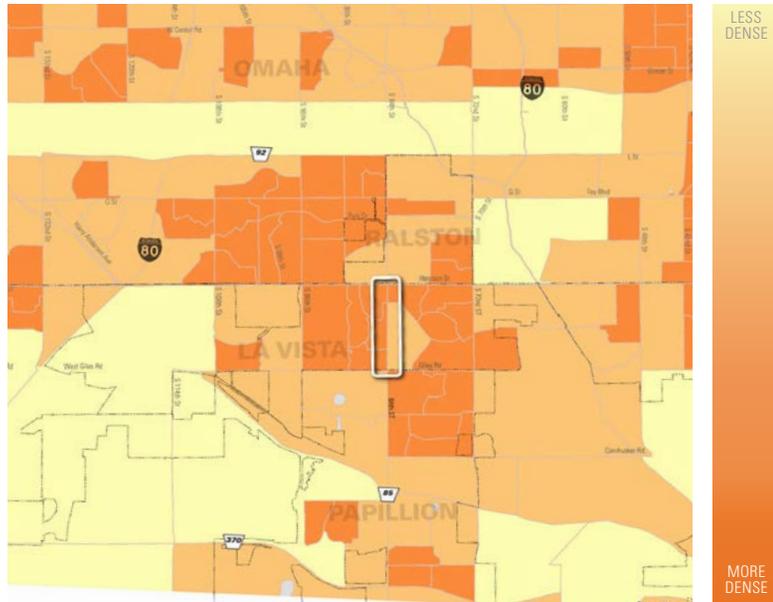
LEGEND

-  Complete/ Green Streets
-  Rivers
-  Parks + Open Space



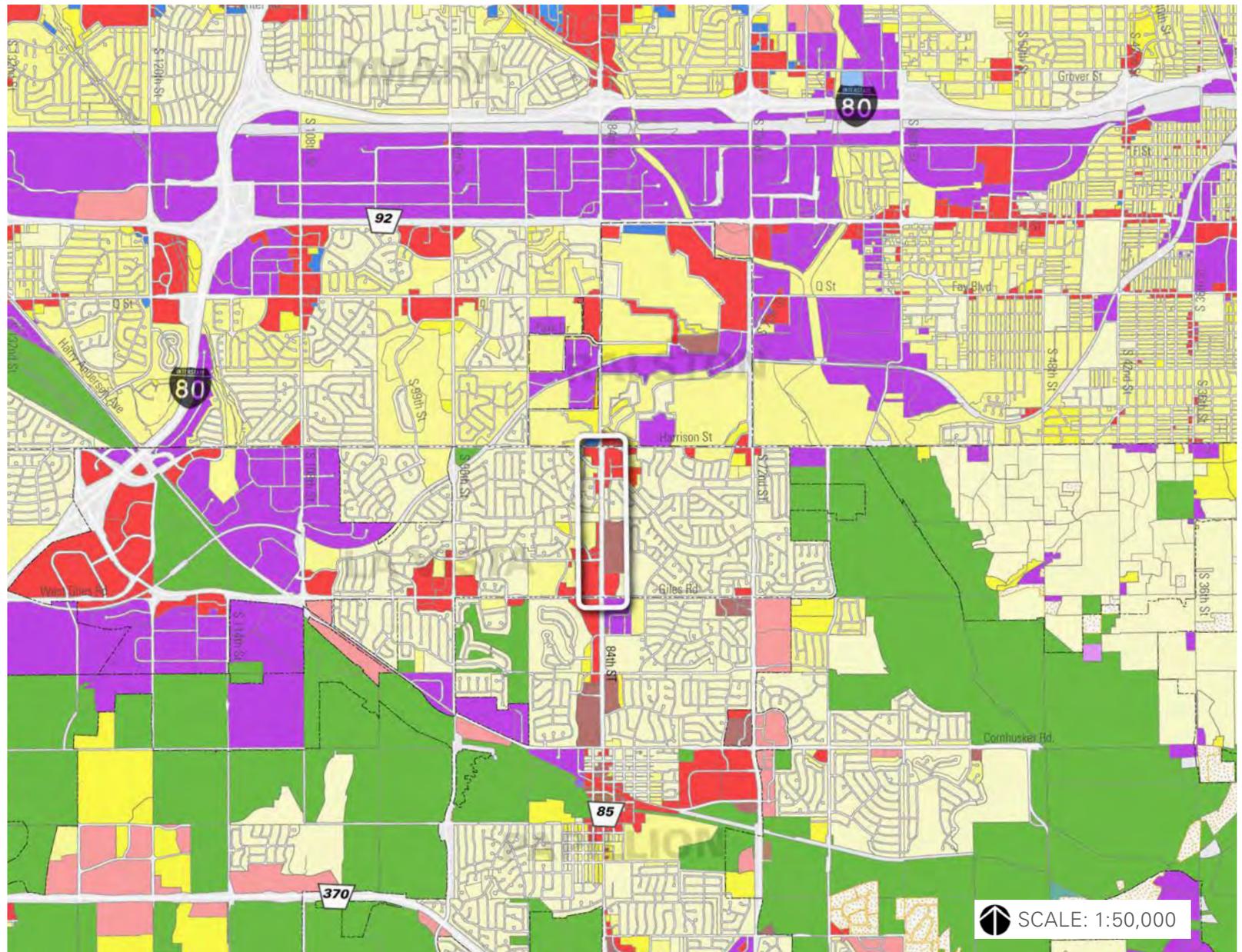
REGIONAL DEMOGRAPHICS

Population density, renter occupancy, poverty levels and anticipated growth are high on the west side of the 84th Street frontage. Although the Vision 84 plan suggests that a notable difference between east and west La Vista that takes place at 84th Street, a notable demographic shift appears to be concentrated at the street itself with the presence of higher poverty levels and a greater density. The immediate access suggests that 84th Street could be an amenity for underserved populations.



REGIONAL ZONING CONTEXT

The current zoning for La Vista, Ralston, Omaha, and Papillion encourages a development pattern that illustrates a neighborhood block where largely commercial land uses are concentrated along major arterial roads and intersections and the interior of the blocks are largely zoned for residential uses. Industrial zoning is scattered throughout the region and heavily concentrated south of the Interstate 80 corridor. Agricultural zoning is scattered throughout the region and heavily concentrated south of the Interstate 80 corridor.



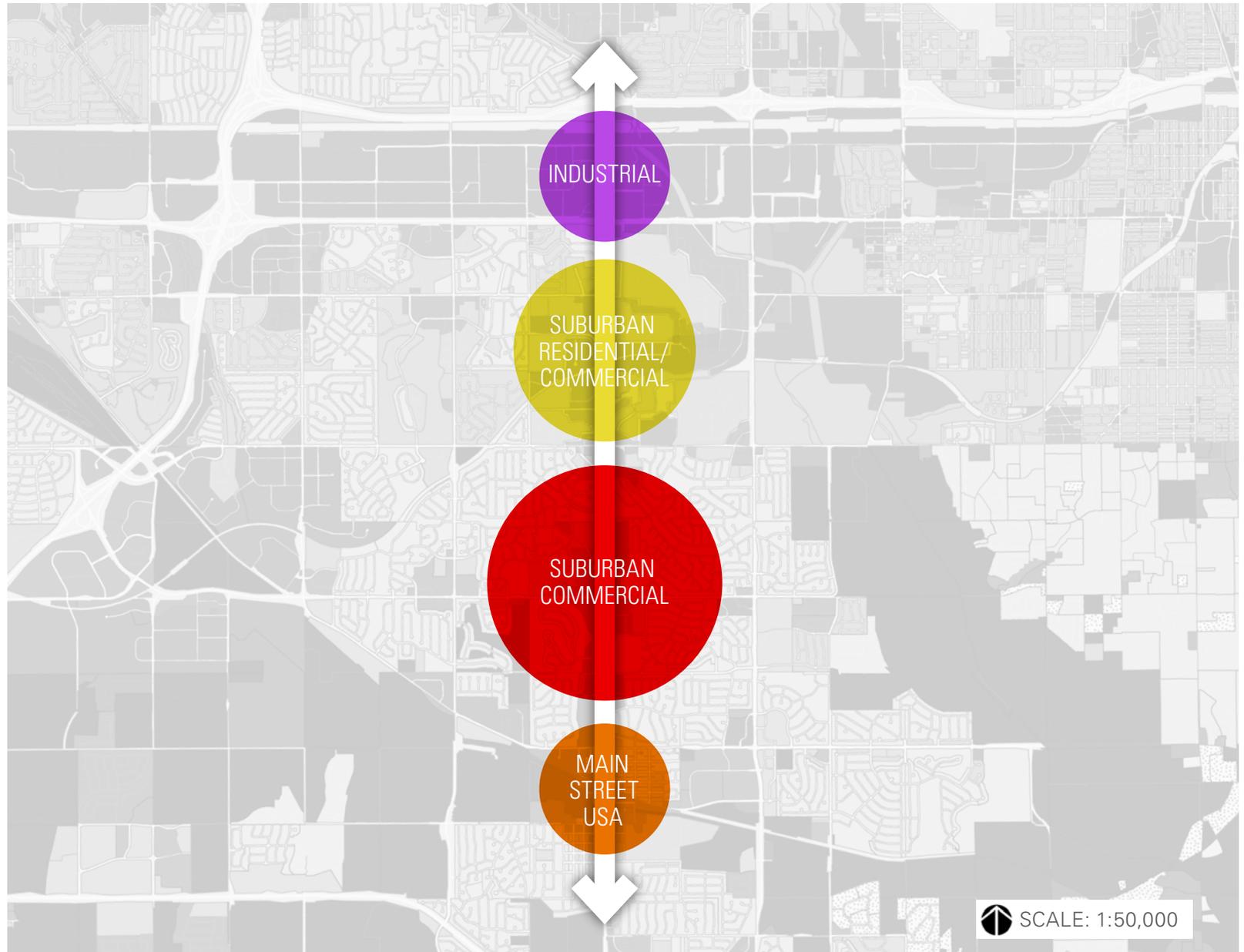
LEGEND

- Commercial
- Residential
- Industrial
- Agricultural
- Office

SCALE: 1:50,000

REGIONAL EXISTING CHARACTER ZONES ALONG 84TH STREET

The zoning along 84th Street suggests a procession of character areas throughout the corridor. Directly south of the I-80 corridor is dominated by industrial uses. Crossing L Street (state highway 92), however, changes character at Bethel cemetery, which signifies a more calming atmosphere. While some businesses flank intersections in this area, low-density residential, either fronting the street or buffered from the street, is a dominant land use pattern. Entering La Vista, suburban commercial pad development with deep setbacks and large parking lots are most common. This character zone continues through the project area to north Papillion. The historic Main Street to the south, built along Papillion Creek begins a district reminiscent of many historic districts throughout the country complete with storefronts, on-street parking and attached sidewalks.



WAYFINDING AND SIGNAGE

EXISTING SIGNAGE AND WAYFINDING

Signage and wayfinding from a vehicular perspective is limited to basic traffic control devices and signage as regulated by the Nebraska Department of Transportation (NDOT). Likewise, for city identity, there are only pole-mounted banners. There are no signs that correspond to the city culture and spirit. The appearance of the street could benefit greatly from placemaking through signage design. These are wayfinding and signage challenges that the team has identified based on the information gathered from the site visit and historical imagery.

Our full analysis of deficiencies includes:

- Lack of city identification/monuments
- incomplete family of signage types
- Outdated and inconsistent signage style/font/form/finishing/color
- Incompatible street pole sign (banner and information sign) with surrounding retail shops sign
- Faded or decrepit traffic control signs (such as pedestrian crossing ahead signage)
- Cluttered retail advertising signs along roadway
- Unclear/inconsistent speed limit sign (School zone speed)
- Faded or decrepit bus and metro station signs



LIGHTING

EXISTING LIGHTING

The City of La Vista does not have a specific street lighting ordinance but relies on the local utility provider, Omaha Public Power District (OPPD), for lighting standards and code requirements.

84th Street is currently illuminated with drop-lens cobra head style utility grade luminaires (light fixture) mounted on 12'-0" mast arms from 40'-0" tall galvanized poles. The light source is 200 watt High Pressure Sodium (HPS) lamps which have a very warm color (2200°K CCT) with fairly poor color rendering (22 CRI) and a moderate average life expectancy of 24,000 hours. The poles are spaced approximately 250' on center, on both sides of the roadway, staggered, and on intersection signal poles.

This luminaire, height, spacing arrangement should result in approximately 1.0 footcandle (FC) average illuminance level. This level is appropriate based on the Illuminating Engineering Society (IES) recommendations and tends to be supported by a few select illuminance level readings on-site.

Giles Road has the same luminaire except on 30'-0" poles.

Brentwood Drive has wood utility pole mounted 100 watt HPS and 175 watt mercury vapor cobra heads mounted on 25'-0" galvanized poles.

Park View Boulevard also has wood utility pole mounted 100 watt HPS and 175 watt Mercury Vapor cobra heads.

Standard illumination levels cannot be surmised for the three roads. 100 watt High Pressure Sodium (HPS) lamps have a very warm color (2000°K CCT) with fairly poor color rendering (22 CRI) and a moderate average life expectancy of 24,000 hours.

175 watt mercury vapor lamps have a cool color (5700°K CCT) with very poor color rendering (15 CRI) and a moderate average life expectancy of 24,000 hours (some phosphor coated lamps have better color characteristics but are typically not used in street applications). Per the Energy Policy Act, mercury vapor lamps are no longer allowed to be produced.

There is no dedicated pedestrian equipment or lighting, there is no specialty lighting such as for public art, and there is no accent lighting such as landscape or decorative luminaires.

DESIGN STANDARDS

NDOT STANDARDS

The Nebraska Department of Transportation Roadway Design Manual describes recommended design techniques for the detailed design of roadways. It covers roadway alignment, typical roadway cross-sections, intersections and driveways, interchanges and grade separations, pedestrian and bicycle facilities, and other elements of roadway design.

The introduction to the Manual explains that the NDOT design criteria presented in the manual generally conform to the guidelines of the American Association of State Highway and Transportation Officials (AASHTO) in publications such as AASHTO's "A Policy on Geometric Design of Highways and Streets." The manual states, "Where nationwide guidelines do not fit Nebraska conditions, NDOT design practice differs from AASHTO guidelines. For those situations NDOT guidelines take precedence over AASHTO's guidelines. However, if the NDOT design criteria cannot be attained the designer should follow AASHTO's guidelines."

Further, the introduction states "NDOT and the Board of Public Roads Classifications and Standards have developed the Nebraska Minimum Design Standards. These standards represent minimum design values. Higher values may be used if it is environmentally friendly and economically feasible. The designer should contact his/her supervisor if NDOT standards cannot be met because a design exception approval may be required (See Chapter One: Design Standards, Section 6)." As the 84th Street project moves from conceptual design to more detailed design plans, close interface with NDOT designers and supervisors may be necessary.

Table 1 identifies quantitative aspects of the design manual that may apply to proposed streetscape elements for 84th Street. 84th Street is classified as a Major Arterial using the

CATEGORY	DESIGN STANDARD	MINIMUM DESIGN STANDARD	SOURCE
TRAVEL LANE WIDTH	12 FEET	11 FEET	NEBRASKA DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN MANUAL, CHAPTER 6, TYPICAL ROADWAY CROSS-SECTION, PAGE 1, SECTION 1.A; AND NEBRASKA ADMINISTRATIVE CODE, TITLE 428 - BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS, MINIMUM DESIGN STANDARDS, SECTION 001.02M, STATE FUNCTIONAL CLASSIFICATION MAJOR ARTERIAL
SHOULDER WIDTH	SAME AS MINIMUM	CURBED: NOT APPLICABLE NON-CURBED: 8 FOOT PAVED	NEBRASKA ADMINISTRATIVE CODE, TITLE 428 - BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS, MINIMUM DESIGN STANDARDS.
HORIZONTAL CLEAR ZONE		15 FEET (MAY INCLUDE THE SHOULDER)	NEBRASKA ADMINISTRATIVE CODE, TITLE 428 - BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS, MINIMUM DESIGN STANDARDS.
HORIZONTAL ALIGNMENT			
MAXIMUM SUPERELEVATION		4%	NEBRASKA ADMINISTRATIVE CODE, TITLE 428 - BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS, MINIMUM DESIGN STANDARDS.
MINIMUM RADIUS OF CURVATURE DESIGN SPEED = 35 MILES PER HOUR		371 FEET	
MINIMUM RADIUS OF CURVATURE DESIGN SPEED = 40 MILES PER HOUR		533 FEET	
MINIMUM RADIUS OF CURVATURE DESIGN SPEED = 45 MILES PER HOUR		711 FEET	
VERTICAL CLEARANCE			
GRADE SEPARATION - ROADWAY UNDER PEDESTRIAN BRIDGE	17 FEET		NEBRASKA DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN MANUAL, CHAPTER 10, MISCELLANEOUS DESIGN ISSUES, PAGE 7, SECTION 2.E.1
BICYCLE AND PEDESTRIAN			
SIDEWALK WIDTH	5 FEET	4 FEET, PROVIDING FIVE FEET BY FIVE FEET PASSING SPACES EVERY 200 FEET	NEBRASKA DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN MANUAL, CHAPTER 16, PEDESTRIAN AND BICYCLE FACILITIES, PAGE 4, SECTION 3
SHARED USE PATH WIDTH	10 FEET		NEBRASKA DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN MANUAL, CHAPTER 16, PEDESTRIAN AND BICYCLE FACILITIES, PAGE 4, SECTION 3
BUFFER AREA BETWEEN BACK OF CURB AND EDGE OF SIDEWALK	5 FEET	2 FEET, TO ALLOW ADEQUATE SPACE FOR HYDRANTS, PARKING METERS, AND OTHER ROADSIDE APPURTENANCES. IF NO BUFFER IS PROVIDED, A SIDEWALK WIDTH OF SIX FEET IS PROVIDED TO ACCOMMODATE BOTH THESE APPURTENANCES AND A MINIMUM CONTINUOUS FOUR FEET WIDTH FOR AN ACCESS PATH	NEBRASKA DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN MANUAL, CHAPTER 16, PEDESTRIAN AND BICYCLE FACILITIES, PAGE 5, SECTION 4.A

state functional classification system. Additional, qualitative design considerations are described after the table.

MID-BLOCK CROSSINGS

Warrant analysis for mid-block pedestrian street crossings is the responsibility of the Traffic Engineering Division and is developed during the plan-in-hand or public hearing processes.

The design guidance for a pedestrian crossing includes:

- Pedestrian street crossings shall continue through medians.
- On wide, divided roadways, Traffic Engineering may require a pedestrian refuge area in the median. A pedestrian refuge is an area a minimum of six feet wide in the direction of pedestrian travel that allows a pedestrian to stop and wait for traffic mid-crossing.
- Marked crosswalks shall be a minimum six feet wide.
- Accessible pedestrian signals are optional devices that provide non-visual guidance for those with visual disabilities. They are not routinely installed on signal projects but can be installed upon request for, and the completion of, an engineering study that determines if they are needed for the project. The designer will coordinate the provision of accessible pedestrian signals at crosswalks with Traffic Engineering.

CURB RAMPS

Curb Ramps compliant with NDOT standards are required at crosswalks (marked or unmarked); at an intersection having curb or other barriers to entry from a walkway; where accessible on-street parking is provided.

INTERSECTION DESIGN

- When a minor roadway intersects a mainline roadway which is on a horizontal curve, the minor roadway should be realigned to provide as close to a 90° intersection to the local tangent of the mainline curve as possible.
- Urban intersections should have a minimum radius of 30 feet for 90° intersections.
- For roadways intersecting at right angles, left turn radii that range between 60 feet and 75 feet will normally satisfy all of the controlling factors. For dual turning movements a minimum radius of 90 feet should be applied to retain a satisfactory capacity in the outer lane.
- Parking should not be placed within 20 feet of the intersection crosswalk of any unsignalized intersection.

TURN LANES

Traffic Engineering staff will determine when Two-Way-Left Turn Lanes (TWLTL) treatment is appropriate in lieu of raised medians. Median widths of 12 feet to 16 feet wide are most adaptable to TWLTL conversions.

RAISED ISLANDS

The use of a raised island for pedestrian refuge should be considered if a crosswalk passes through the channelization.

LANDSCAPING

During the development of major roadway projects, urban or rural, the Roadside Stabilization Unit in the Project Development Division will review and recommend an appropriate landscaping treatment for each project in accordance with the AASHTO manual A Guide for Landscape and Environmental Design (Reference 10.6). The Roadside Stabilization Unit involvement will begin at the engineering review or corridor study stage of project development to promote early identification of the potential for landscaping. Landscaping recommendations will be included in the engineering review report, corridor study report and in the design public hearing engineering statement. There are additional requirements for landscaping in Chapter 10.

URBAN LIGHTING

Lighting warrants must be met in order to install lighting on an urban roadway. If none of the warrants are met the local governing authority (city, town, village, or S.I.D.) can choose to install lighting if sufficient benefits are found in the form of convenience, safety, policing, community promotion, or public relations. The local governing authority will pay 50% of the installation cost and 100% of the operation and maintenance cost of the lighting system.

TRANSPORTATION AND MOBILITY CONSIDERATIONS

MOBILITY COUNTS

BICYCLE AND PEDESTRIAN COUNTS

The City of La Vista does not track bicycle and pedestrian volumes. However, city staff anecdotally indicates that these activity levels are low, noting that on a nice summer day, there may be a total of 12 bicyclists on the corridor, and perhaps 25 pedestrians.

The City of Omaha's ongoing intersection counts include pedestrian data and limited bicycle data. To supplement the bicycle data, Omaha conducts bicycle counts at multiple locations around the city. Since La Vista is not part of Omaha, these counts do not include any La Vista streets, and the Omaha data cannot be used as a proxy for existing or potential bicycle use on 84th Street, as the environment and density of population differ. However, it is useful to look at these counts for an understanding of the range of bicycle usage in the region. Volunteers counted 24 sites in mid-September, on Tuesdays, Thursdays, and Saturdays spread over two consecutive weeks, from 7:00 to 9:00 AM and 4:00 PM to 6:00 PM on weekdays, and between 12:00 PM and 2:00 PM on Saturdays. These peak hour counts were then factored up to a daily estimate. The sites were chosen based on proximity to popular destinations, the presence of existing bicycle facilities, and the potential for the installation of bicycle facilities at some point in the future. Where there were no bicycle facilities, estimated weekday counts ranged from 7 to 144, with a median count of 48. Where there were sharrows or bike lanes, daily counts ranged from 38 to 360, with a median count of 103. Volunteers counted 128 and 206 bicyclists on two separated trails. For the most part, weekend counts were lower than, or similar to weekday counts.

- The City of Omaha provided pedestrian counts collected on August 29, 2012, at the intersection of 84th Street and Harrison Street. Pedestrian movements at this intersection throughout the day consisted of:

- Between 7:00 AM and 10:00 AM there were a total of 13 pedestrian movements -- 2 on northbound 84th Street, 2 on southbound 84th Street, 3 on eastbound Harrison Street, and 6 on westbound Harrison Street.
- No pedestrians were observed between 10:00 and 11:00 AM.
- Between 2:00 PM and 6:00 PM there were a total of five pedestrian movements – one on northbound 84th Street, two on southbound 84th Street, and one each on eastbound and westbound Harrison Street.

VEHICLE COUNTS

The Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) maintains traffic counts along major roadways, posting them on its website. The most recent data available for the 84th Street Corridor is from 2012. Traffic counts are tracked on two locations along this corridor, and numbers indicate annual average weekday traffic in vehicles per day in both directions. In 2012, average daily traffic volumes at these locations were:

- 84th Street south of Park View Boulevard: 32,100
- 84th Street north of Giles Road: 25,400

SIGNAL TIMING

The Nebraska Department of Transportation, City of Omaha, City of La Vista and other nearby communities are developing an adaptive signal control project for 84th Street which will be implemented in 2019. The same signals will be used, but additional equipment will be added to them to allow for the adaptive signal timing. In 2011, an 84th Street Signal Coordination Plan was developed. The adaptive signal timings will be based on that plan. Based on that plan, the protected left-hand turning phases have been removed from 84th Street signals.

TRAFFIC FORECASTS

As part of its continuous planning process, MAPA generates traffic forecasts. Traffic forecasts for the 84th Street Corridor used 2010 as a base year, and generated forecasts for the year 2040. Table 2 shows the 2010 Base Year counts and the 2040 forecasts for three major intersections along 84th Street in La Vista, and one adjacent intersection in Ralston.

Intersection	Leg	2010 Base Year	2040 Model Forecast	Percent Change
84th and Giles	North	25,500	33,200	30%
	East	17,300	23,100	34%
	South	26,500	35,300	33%
	West	20,000	25,000	25%
84th and Park View Blvd	North	27,500	34,300	25%
	East	7,200	8,000	11%
	South	26,500	33,400	26%
	West	No Count	No Forecast	
84th and Harrison	North	27,000	31,900	18%
	East	18,300	22,400	22%
	South	27,500	34,300	25%
	West	17,500	22,200	27%
84th and Ralston	North	26,500	30,500	15%
	East	5,000	5,600	12%
	South	27,000	31,900	18%
	West	No Count	No Forecast	

Source: MAPA, 2017

LEVEL OF SERVICE

ROADWAY AND INTERSECTION LEVEL OF SERVICE

The City Centre Project at 84th Street and Brentwood Drive conducted vehicle level-of-service (LOS) analysis as part of its project planning. LOS was analyzed for the five existing intersections along 84th Street between Harrison Street, to the north, and Giles Road, to the south, as well as for the proposed Right-In-Right-Out (RIRO) intersection to be added between Brentwood Drive and Summer Drive as part of the City Centre project.

Olsson Associates performed and submitted the existing roadway capacity analysis in April 2016 based on the existing lane configuration, traffic counts, and signal timing. The LOS is reported in an A-F grade format, including E-grades. Table 3 below summarizes the criteria used for specific letter grades for signalized and unsignalized intersections.

Level of Service	Delay (seconds)	
	Signalized	Unsignalized
A	≤ 10	≤ 10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

Note: Signalized intersections are based on the average delay for all movements while unsignalized intersections are based on the longest average delay by movement.

Source: Highway Capacity Manual, 2010

Analyses were performed to determine the LOS for the morning and the evening commutes. As shown in Tables 4 and 5, under existing conditions, the analysis found that all intersections are LOS A-C in the morning and the evening, except the 84th and Harrison Street intersection which is LOS D in the evening rush hour. Olsson Associates also generated background conditions for the opening day scenario (2020) and the year 2040, then estimated additional trip volumes from the planned City Centre project for both of these analysis years. For the opening day scenario, all intersections passed in the A-C range, with the exception of the intersections at 84th Street and Harrison Street and 84th Street and Giles Road, which received D grades in the evening commute hours. For the opening day scenario in the morning, all intersections were LOS A-C.

For the 2040 forecast including the addition of the City Centre, all intersections are forecast to have acceptable LOS in the A-C range in the morning hours, with the exception of 84th Street and Park View Blvd, which received a D grade. For the evening hours, the 2040 forecast showed that all intersections between Park View Blvd and Brentwood drive will be in the A-C range, while 84th and Harrison will have an E grade, and 84th and Giles will have a D grade.

The analysis also studied LOS excluding the new RIRO intersection, however, as the RIRO is currently part of the design, this documentation shows only the analysis that includes the RIRO.

Included in the analytics was a review of the 95th percentile queue lengths (i.e., the queue length (in vehicles) that has only a 5-percent probability of being exceeded during the analysis time period) in and approaching the turn lanes at all intersections.

Table 4: Project Intersection Level of Service - Morning

Intersection		Control	Existing No Project		Opening + Project		2040 + Project	
			LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
84th	Harrison St.	Signal	C	34.3	C	22.9	C	31.9
84th	Park View Blvd.	Signal	C	25.9	B	17.5	D	36.9
84th	Summer Dr.	Signal	A	1.8	A	4.9	A	9
84th	RIRO	TWSC	N/A	N/A	C	16.6	C	20.4
84th	Brentwood Dr.	Signal	A	7.7	A	8.6	A	9.9
84th	Giles Rd.	Signal	C	24.9	C	30.3	C	29.3

Note: Reported delay is worst movement for TWSC and AWSC intersections, or total intersection for signalized.
Source: Town Center 84th Street and Brentwood Drive, Traffic Impact Study, April 2016

Table 5: Project Intersection Level of Service - Evening

Intersection		Control	Existing No Project		Opening + Project		2040 + Project	
			LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
84th	Harrison St.	Signal	D	38.2	D	35.6	E	71.2
84th	Park View Blvd.	Signal	C	30.4	B	17.5	C	30
84th	Summer Dr.	Signal	A	3.3	A	6	A	3.9
84th	RIRO	TWSC	N/A	N/A	B	14.9	C	18.2
84th	Brentwood Dr.	Signal	A	8.4	B	11.3	C	21.6
84th	Giles Rd.	Signal	C	29.7	D	36.7	D	35.5

Note: Reported delay is worst movement for TWSC and AWSC intersections, or total intersection for signalized.
Source: Town Center 84th Street and Brentwood Drive, Traffic Impact Study, April 2016

Analysis of the current operation show that all turn lanes are within acceptable performance with the exception of the WBL and the SBL turn lanes on the intersection of 84th and Harrison. While most intersections are forecasted to operate at LOS C or better in 2040, several 95th percentile queue lengths will exceed the existing storage capacity. Tables 6 and 7 summarize storage lengths needed to accommodate the queues for the current operation and the 2040 forecast year with the City Centre project.

TRANSIT LEVEL OF SERVICE

Omaha’s Metro Transit provides an express bus into La Vista on contract with La Vista, Ralston, and Papillion. The route, Route 93, is a commuter bus which runs from Papillion (La Vista’s neighboring town to the south) into downtown Omaha via 84th Street and Interstate 80. There are two runs in the morning, leaving Papillion at 6:20 AM and 6:50 AM, and two runs in the afternoon, leaving downtown Omaha at 4:42 PM and 5:12 PM. In the morning, two reverse commute runs transport the bus from Omaha to Papillion, and back to Omaha in the afternoon. Annual ridership on this route in 2016 was 7,726 trips (or approximately 30 per weekday). Boarding and offboarding data for specific stops is not available.

The communities of La Vista and Ralston pool resources to develop a “Special Services Unit” program to provide transportation services to all senior citizens (ages 60 and older) and all handicapped residents of La Vista and Ralston. The bus provides services to a variety of destinations including senior centers, shopping, and appointments. The Special Services Unit operates Monday through Friday from 7:00 AM to 4:30 PM.

Table 6: Available Storage Lengths and Required Storage Lengths, Current Condition

Movement	Peak Period	Available Storage (ft)	Required Storage (ft)	Description
Harrison Street				
WBL	PM	180	235	Turn bay filled
SBL	PM	210	275	Turn bay filled

Source: Town Center 84th Street and Brentwood Drive, Traffic Impact Study, April 2016

Table 7: Available Storage Lengths and Required Storage Lengths, Forecast Year 2040

Movement	Peak Period	Available Storage (ft)	Forecasted Required Storage (ft)	Description
Harrison Street				
EBL	AM	210	290	Turn bay filled
WBR	AM	110	175	Turn bay filled
WBL	PM	180	310	Turn bay filled
SBL	PM	210	260*	Turn bay filled
Park View Blvd				
EBL	AM	200	240	Intersection with S 85th Street
WBL	AM	150	235	Gas Station entrance
Brentwood Dr				
EBL	AM	150	160	Turn bay filled
EBL	PM	150	205	Turn bay filled
WBL	PM	100	185	Turn bay filled
Giles Rd				
EBL	AM	250	265	Turn bay filled
WBR*	AM	100	155	Mail entrance
WBR*	PM	100	155	Mail entrance
SBL	PM	210	315	Turn bay filled

Source: Town Center 84th Street and Brentwood Drive, Traffic Impact Study, April 2016; LSC Transportation Consultants using March 17, 2010 Turning Movement Counts provided by Nevada Department of Roads

*Forecasted storage in the original document did not match simulation results. Table has been updated to match the simulation's forecasted requirement.

BICYCLE LEVEL OF SERVICE

MAPA and its partners completed an extensive Bicycle Level of Service (BLOS) analysis as part of the Heartland Connections Bicycle and Pedestrian Plan for the Omaha-Council Bluffs Metro Area, published in June 2015. The Heartland Connections Plan used the BLOS standards described in the Highway Capacity Manual. These standards account for bicyclist comfort as measured by roadway geometry and traffic conditions, and include levels A through F, with A being a location that is good for riders of all ages and abilities, and F being a level that is appropriate for no riders. Table 8 shows the definitions for BLOS levels A-F. The Heartland Connections Plan did not evaluate 84th Street in La Vista for BLOS, although nearby parallel streets, such as 72nd Street and 96th Street were evaluated and scored a level of service "D." Using the criteria in the Highway Capacity Manual, LSC Transportation Consultants evaluated the segments along 84th Street in La Vista, and all segments also scored a "D" rating.

PEDESTRIAN LEVEL OF SERVICE

No existing Pedestrian Level of Service (PLOS) evaluation was found for any roads in the Omaha Region. Using the Highway Capacity Manual methodology, LSC transportation consultants evaluated roadway segments and intersections for PLOS.

For roadway segments, the Highway Capacity Manual's PLOS methodology is very sensitive to the amount of space available for pedestrians. In the formula, this pedestrian space term includes the width of the bike lane, shoulder, buffer between the roadway and sidewalk, and the sidewalk itself. Because these widths are quite low along 84th Street, the 84th Street segments score poorly. All roadway segments between Giles Road and Harrison Street scored a PLOS "F."

The PLOS score for intersections is highly sensitive to the number of lanes a pedestrian must cross. Intersections on 84th Street scored better than roadway segments, generally scoring a "C" on all legs. The only exception was the intersection of 84th Street and Summer Drive. At this intersection, both the northbound and southbound legs scored a PLOS "B." Summer Drive is currently a "T" configuration, with no crossing required at all on the southbound leg, and only three lanes required to be crossed on the southbound leg. All other intersections have a minimum of five lanes that must be crossed in each direction.

Table 8: Bicycle Level of Service Standards

Level of Service	Score	Condition	General Description	Comments
Level A	0-1.5	Excellent	Good for all	Nearly impossible to achieve this level w/o bike lanes or parking ¹
Level B	1.5-2.5	Very Good	Good for all with possible exception of inexperienced child	25 mph, 750 ADT or less is 2.48, but with only 10% occupied on-street parking
Level C	2.51-3.5	Average	Acceptable to most average adult cyclists	30 mph, 3,000 ADT is 3.47 which is upper threshold of C
Level D	3.51-4.5	Poor	May be acceptable to experienced cyclists	35 mph, 4-lane, with more than 5,000 ADT is 3.5 or greater
Level E	4.51-5.5	Very Poor	Bearable by some experienced adult cyclists	35 mph, 4-lane, ADT 10,000 is 4.5
Level F	>5.5	Extremely Poor	Not suited to any cyclist	

Note 1: (From Heartlands Connection Plan) Parking space, even at 40 and 50% occupied has a large impact on BLOS. BLOS changes by a full point with a marked parking lane of 6' in width.

Source: Heartland Connections Bicycle and Pedestrian Plan, Omaha Council-Bluffs Metro Area, June 2015, p. 3-14.

RELATED STUDIES

LA VISTA COMPREHENSIVE PLAN, 2007

La Vista's Comprehensive Plan, update currently underway, calls for residential and commercial development areas that complement each other, and the realization of and maintenance of economic potential. The plan identifies the 84th Street commercial area as a center for commerce and professional services. The plan notes the need to upgrade and develop modern, accessible public facilities and infrastructure as the population grows, and to consider public facilities and infrastructure that have the capacity to address county- and region-wide needs.

Key goals, policies and actions that relate to development of the 84th Street Corridor include:

GENERAL COMMUNITY GOALS

Plan and produce community-based projects directed at improving the quality of life and creating a sense of community for all residents of La Vista.

Enhance the physical appearance and character of the community, with special emphasis on commercial corridors.

Transportation Action Strategies

- Develop and maintain a community-wide sidewalks program to provide a safe and efficient system for pedestrian movement including handicap accessibility within the community.
- Economic Development and Employment Action Strategies
- Encourage street-scape improvements in La Vista's 84th Street commercial core i.e.; landscaping, signage and public seating areas.

LA VISTA PARK AND REC MASTER PLAN, 2002

The purpose of the La Vista Park and Recreation Master Plan is to assist the City of La Vista in its efforts to ensure that current and future residents have the opportunity to participate in a range of park and recreation activities in a safe, convenient, and aesthetically pleasing environment.

The La Vista Park and Recreation Master Plan proposes a system of greenways and trails and "green streets." Greenways and trails will link parks together in a unified system. Green streets serve to create an interconnected network of parks, recreation areas, schools, and other civic facilities.

GREENWAYS

In La Vista greenways will serve as natural connections along a creek, drainage way, and/or vegetated corridor. More active greenways may include unpaved or paved trails.

The La Vista Park and Recreation Master Plan proposes a recreational trail along the Thompson Creek Greenway, which passes under 84th Street, and through existing La Vista parks and recreation facilities adjacent to 84th Street, including the La Vista Municipal Pool and the La Vista Falls Municipal Golf Course (construction underway to become Civic Center Park).

GREEN STREETS

The Park and Recreation Master Plan also identifies a system of green streets that are designed to extend a park-like appearance through the City. Green streets should be designed or redesigned over time to have one or more of the following elements:

- One or more rows of trees along both sides of the roadway (along City right-of-way or on private property). Specific tree types are recommended in the plan.

- Space for wide sidewalks or off-street trails on one or both sides of the roadway.
- No overhead utility wires that interfere with the growth of overstory trees.

Green streets may also include signage, maps, rest areas, benches, and landscaping. The plan illustrates typical cross-sections which designers should utilize when planning construction or redesign of green streets. The plan also proposes alternative designs where typical cross-sections are not feasible.

Several streets in the 84th Street corridor between Giles and Harrison are proposed as green streets in the plan. They include:

- 84th Street (Primary Green Street)
- Giles Road (Primary Green Street)
- Park View Boulevard (Neighborhood Green Street)
- Brentwood Drive (Neighborhood Green Street)

SARPY COUNTY COMPREHENSIVE PLAN AND SARPY COUNTY MASTER TRAIL PLAN

The Sarpy County Comprehensive Plan summarized several region-wide transportation documents and their implications for Sarpy County. As part of the development of the Comprehensive Plan, Sarpy County held a well-attended public workshop meeting with approximately 250 attendees. Public input from this workshop is highlighted throughout the plan. Key components of the summarized plans or of the public workshop input that relate to the 84th Street corridor include:

PUBLIC TRANSIT

Public workshop participants thought that public transit services should be incorporated into the comprehensive plan, however, a majority said there was currently limited need for transit services in Sarpy County. The primary transit services identified as a need were paratransit services, which primarily provide on-call rides for elderly and disabled, and to serve employment needs.

The Comprehensive Plan also summarized the results from an August 2015 Transportation Survey and the Heartland Connections Regional Transit Vision, 2013. La Vista's 84th Street was identified as a possible corridor for Bus Rapid Transit with 10-15 minute service, however the later, Sarpy County Transit Feasibility Study does not mention this option.

BICYCLE AND PEDESTRIAN CONNECTIVITY

The Sarpy County Comprehensive Plan includes a Sarpy County Master Trails Plan as an appendix. The Master Trails document lays out a plan for a unified system of trails in Sarpy County. Part of the process of identifying areas for new trails included a summary of existing trail plans, including the Heartland Connections Regional Bicycle and Pedestrian Plan, 2015, the previous Sarpy County Comprehensive Plan, 2005, the La Vista Comprehensive Plan, and the La Vista Park and Recreation Plan. None of these documents identified any planned bicycle or pedestrian facilities along the 84th Street corridor itself, although the La Vista Park and Recreation Plan did identify a facility along Thompson Creek, as noted above. Other nearby planned bicycle and pedestrian facilities noted in the Sarpy County Master Trails Plan are along 72nd Street and 96th Street, and Cornhusker Road (which is to the south of La Vista).

The actual recommendations of the Sarpy County Master Trails Plan include construction of those multi-use corridors along 72nd, 96th, and Cornhusker, which would improve connections to local trails identified in local plans. The Heartland Connections Regional Bicycle and Pedestrian Plan also identifies existing multi-use corridors just to the north of Sarpy County. One-half mile north from Harrison Street along 84th Street riders from La Vista can connect to the system of paths and trails just south of Park Drive. Any bicycle and pedestrian improvements in the 84th Street corridor should tie into these major multi-use corridors.

MAPA SARPY COUNTY TRANSIT FEASIBILITY STUDY, JANUARY 2017

The Sarpy County Transit Feasibility Study identified existing transit services, transit needs, gaps, and potential future demand in Sarpy County. MAPA used this information to develop three alternative transit packages. With public input, MAPA scored each of these alternative transit packages against a set of eleven evaluation criteria and selected a preferred alternative. The three packages included:

- Package A: Minimum Impact
- Package B: Low Density Network
- Package C: Higher Density Network

Package C, Higher Density Network scored the highest and was selected as the preferred alternative. There is a phased time frame for implementing this package, encompassing near-term projects (1-10 years), medium-term projects (11-20 years) and long-term projects (20-30 years). The list below describes the projects that relate to the 84th Street corridor.

NEAR-TERM PROJECTS (1-10 YEARS)

- Route 93 Expansion - Expand Route 93 along 84th Street to/from highway 370 in Year Two (2019). This

service will operate Monday through Friday, peak morning, two mid-day trips, and peak afternoon.

- Implement Primary Corridor Fixed Route Service - Add Monday through Saturday service, from 6:00 AM to 7:00 PM along multiple corridors, including 84th Street through La Vista and Papillion. Frequency is not specified. The fixed route service will be coordinated with existing Metro services, and will have complementary paratransit service. The fixed route service is planned to start in Year Eight (2025).
- Expand county-wide demand-response service - The county-wide demand response service requires five additional new vehicles to cover areas of Sarpy County currently without transit service. This service should begin in Year Two, with coordination among the existing transit providers in Bellevue, La Vista/Ralston, and Papillion. While Omaha Metro provides complementary paratransit services that mirrors the fixed route transit network, the express routes are exempt.
- Private provider partnership with Uber, Lyft, Taxi – Regular transit service will operate Monday through Saturday, with service until 7:00 PM. This partnership would provide service after regular service hours and on Sunday. Registered users will be eligible for a 50 percent subsidy of the total trip costs made within the service area. This coordination of services should begin in Year Two (2019).
- Coordination with Statewide Rideshare Program – The statewide program will begin in 2017. Sarpy County will be a partner beginning in Year One with the Statewide Rideshare Program with major employers and activity centers located in the county.
- Park and Ride Lots – Five initial park and ride locations are needed in the near-term. A detailed regional Park and Ride study is needed to assess the demand for parking spaces in the future. The study should take

place in Year One. The development and maintenance of Park and Ride lots should take place in Year Two.

- Sarpy County ITS Infrastructure Transit Plan/Deployment - \$100,000 per corridor. Three corridors are identified for the near-term. This plan should be coordinated with the High Capacity Corridor Studies (see next bullet). Planned for Year 1.
- High Capacity Corridor Study - Initial plan and steps for required environmental studies for three corridors - Fort Crook/13th; Hwy 370; 84th/72nd.
- Employment-based Transit Strategies - The focus of this strategy is direct outreach to major employers in the metro area. The goal of the study is to listen to their needs, inform them of future transit options, and develop buy-in for potential future funding partnerships.

MEDIUM-TERM PROJECTS (11-20 YEARS)

All medium-term projects that relate to 84th Street are continuations of near-term projects.

LONG-TERM PROJECTS (20-30 YEARS)

Implement High Capacity Corridor Routes – The new high capacity transit routes will provide service Monday through Saturday, 6:00 AM to 7:00 PM. The three primary corridors equate to approximately 30 miles of high capacity service – 13th/Fort Crook, 72nd/84th, and Hwy 370. Three transit routes will be discontinued due to duplication of service when the high capacity corridor service begins, including Route 93 Express, Route 95 Express (from Omaha to Bellevue), and the Gretna/Bellevue Express Route.

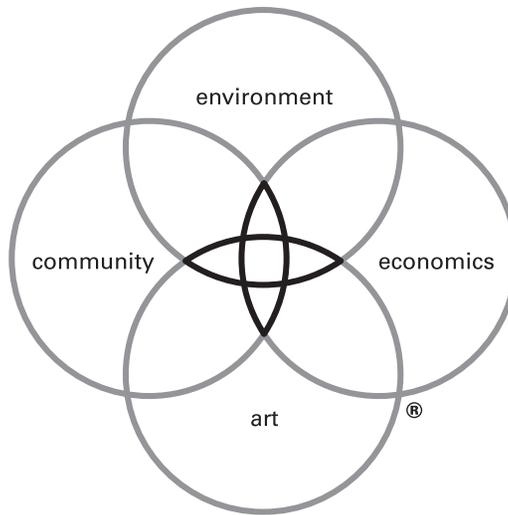
- Redevelopment Proposal for the City Centre at 84th Street and Brentwood Drive
- The City Centre at 84th Street & Brentwood Drive, Traffic Impact Study, April 2016 notes three potential changes to access points to 84th Street. These include:

- A west leg at the intersection of 84th Street & Summer Drive (also called South 83rd Street) will potentially be constructed as part of the redevelopment of the city golf course into Civic Center Park.
- Summer Drive is proposed to be relocated approximately 300 feet south from its existing location and re-named to “City Centre Drive.” The intersection will be moved to allow for better pedestrian connectivity for the planned site to the proposed city park (see below) on the north side of the site.
- A “Right-In/Right-Out” drive is proposed to be located 500 feet north of Brentwood Drive. This would require a break of NDOT controlled access. The new drive would be called “Cottonwood Avenue.”

LA VISTA CIVIC CENTER PARK MASTER PLAN

La Vista’s A Vision Plan for 84th Street set out a concept for a revitalized 84th Street corridor. Part of that vision is the redevelopment of the La Vista Falls Golf Course into a community park called Civic Center Park. The Civic Center Plan devised four alternative layout concepts for the park, including an urban layout, a natural layout, an active layout and an open layout. The preferred alternative is a combination of all four of these concepts.

A primary transportation feature common to all four layouts is the underpass under 84th Street, connecting the park with the swimming pool, ball fields, and neighborhoods to the west. This underpass includes a smaller sidewalk and a larger trail, with Thompson Creek in the middle. The two trails would increase access to the creek and ensure that the underpass is wide and safe. This underpass is also noted as the Thompson Creek Greenway in La Vista’s Park and Recreation Master Plan, described above. There are no additional changes to access to 84th Street described in the Civic Center Park Master Plan, besides the relocation of Summer Drive described above.



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We believe that when environment, economics, art and community are combined in harmony with the dictates of the land and needs of society, magical places result — sustainable places of timeless beauty, significant value and enduring quality, places that lift the spirit.

Design Workshop is dedicated to creating Legacy projects: for our clients, for society and for the well-being of our planet.

DESIGNWORKSHOP

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LA VISTA, NEBRASKA

84TH STREETSCAPE
SCHEMATIC DESIGN PACKAGE

PREPARED FOR THE CITY OF LA VISTA
AUGUST, 2018



DESIGNWORKSHOP



ACKNOWLEDGMENTS

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CONTENTS

EXECUTIVE SUMMARY	IV
PURPOSE	IV
BACKGROUND AND POSITIONING	IV
DESIGN PROCESS AND TIME LINE	IV
PREFERRED PLAN	IV
NEXT STEPS	IV
INTRODUCTION	3
LEGACY DESIGN	4
PROJECT GOALS	5
COMMUNITY PARTICIPATION	6
EXISTING FRAMEWORK	9
PROJECT AREA	10
SITE FRAMEWORK	12
REGIONAL CHARACTER ZONES	13
CONCEPT ALTERNATIVES	15
CONCEPT A: GRAND BOULEVARD	16
CONCEPT B: SCULPTED WALK	17
PREFERRED PLAN	21
OPPORTUNITY ZONES	22
BUILDING THE STREET	23
OVERALL MASTER PLAN	24
BLOCK BY BLOCK	26
INTERSECTING STREETS	34
PLANTING PALETTE	36
MATERIALS, FURNITURE, AND SIGNAGE	38
LIGHTING	40
ON SITE WATER	42
PERFORMANCE METRICS	43
IMPLEMENTATION	46
COST OPINION	46
IMAGE SOURCES	46

EXECUTIVE SUMMARY

PURPOSE

The 84th Streetscape is one of many ongoing efforts comprising *Corridor 84*, an initiative borne out of *A Vision Plan for 84th Street* which imagines the street as La Vista’s “central city core, with a memorable and distinct identity, a vibrant mix of land uses, a sense of community and a high quality of life for residents.”

Design Workshop was retained by the City of La Vista to lead the design of the right-of-way improvements along the 84th Street corridor. The task was to enhance the visual quality and appearance of the street for both pedestrians and drivers as well as create a sense of identity and arrival entering the city. The consultant team was led by Design Workshop and included Schemmer Engineering, LSC Transportation Consultants, Clanton & Associates (lighting), and WaterCentric (irrigation).

BACKGROUND AND POSITIONING

La Vista’s mile-long section of 84th Street was once a thriving commercial corridor but has suffered from neglect as a result of a changing business climate. Part of the state highway system, 84th Street is designed primarily for automobiles. The street lacks identity, pedestrian amenities, signage and wayfinding, well defined crosswalks and consistent planting.

With the building of the La Vista City Centre mixed-use development and Civic Center Park currently underway, 84th Street is positioned to be an integral component of Corridor 84 and a catalyst to realize the vision for 84th Street as the central city core.

The City is currently in conversations with the Nebraska Department of Transportation (NDOT) regarding the relinquishment of La Vista’s portion of 84th Street from the state highway system that would allow for a much greater degree of flexibility in the proposed design.

DESIGN PROCESS AND TIME LINE

Over the course of a six month design and planning period, the City and consultant team received input from three public meetings, community advisory group and youth council meetings, and two online surveys.

The conceptual design focused on improvements to the right-of-way for La Vista’s 84th Street, including:

- Identity elements (bridge icon at Thompson Creek, signage and wayfinding, gateway identification)
- Pedestrian improvements (road noise attenuation, multi-use trails, plazas)
- Accessibility (pedestrian connections to adjacent neighborhoods, crosswalks, curb ramps)
- Lighting improvements (pedestrian and vehicular poles and fixtures)
- Landscape planting (street trees, shrub and ornamental grass and perennial planting)
- Street furniture (benches and trash receptacles)
- Transportation accommodations (dedicated bus pull-outs)
- Stormwater quality

The process was organized into three major tasks: (existing context, conceptual illustrative plan, and selection of preferred streetscape plan). An illustrative animation, plans, sections, and three-

dimensional vignettes of the proposed concepts were developed to convey the design ideas. An opinion of probable construction costs was developed for the preferred plan.

The design effort included coordination with the following governing agencies:

- La Vista Planning Department
- La Vista Public Works Department
- La Vista Parks Department
- Nebraska Department of Transportation
- Local utilities
- Metro Area Transit
- Metropolitan Area Planning Agency (MAPA)



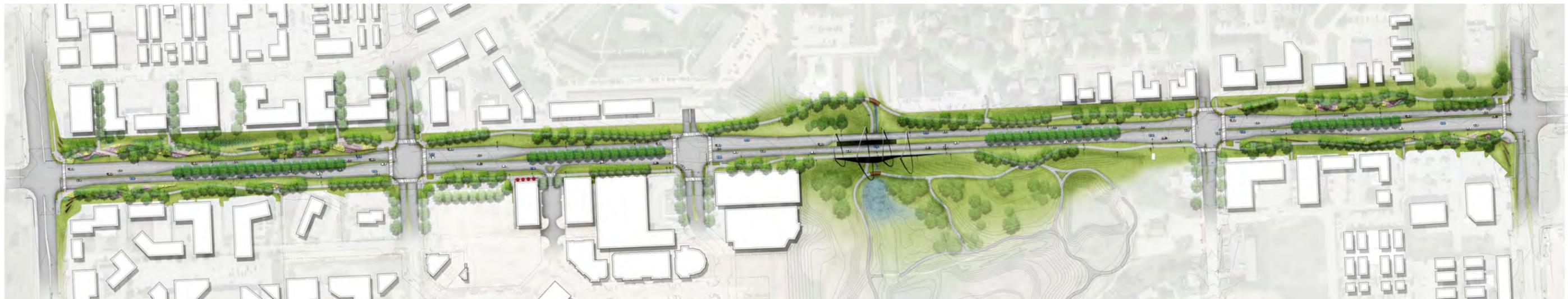
PREFERRED PLAN

Based on input from the public, Design Workshop synthesized and presented concepts for the preferred plan of the corridor. Because of the unique conditions created by the constant topographic change, there is no solution that can be applied to the entire corridor. The preferred plan recognizes and celebrates the nuance of grading, the demands of adjacent land use, and future opportunities that may come to the street frontage.

NEXT STEPS

The first phase of the design process outlined herein illustrates the design intent for the corridor improvements. The steps to follow will include:

1. Design development of corridor improvements
2. Estimates and phasing
3. Construction documentation of phase I improvements
4. Bidding and negotiations
5. Construction of phase I improvements



PREFERRED MASTER PLAN



INTRODUCTION

Once known as the “Golden Mile”, the extent of La Vista’s 84th Street contained a wealth of thriving commercial property and served as a magnet for surrounding communities. The last few decades, however, have seen an 84th Street subject to changing market conditions that no longer robustly support development patterns common to the middle part of the 20th Century. In 2010, La Vista completed a visioning document to undergo a restructuring that could foster a more resilient future for the corridor at a critical moment in La Vista’s history. The intent of this study is to rethink the right-of-way as a crucial component of that vision, now called Corridor 84.

INTRODUCTION

LEGACY DESIGN

The design team worked with the client group early on to define the critical challenges of the 84th Streetscape project using Design Workshop's DW Legacy Design® process. This process emphasizes a deliberate approach that seeks comprehensive, sustainable design solutions to project challenges. In the initial stages, strategic meetings helped discover the project vision, dilemma, thesis, and critical success factors. These identify the major challenges that have to be overcome in order for the project to be a success, outcomes of the project that will be tested and resolved through the design team's investigation, and features or results that must be accomplished in order for the project to be considered a success. These help lead to a foundational story that establishes achievable, measurable goals without limiting creativity and innovation. Each goal fits into one of Design Workshop's legacy categories of environment, community, art and economics.

PROJECT VISION

84th Street must complement the vision to establish a central city core, with a memorable and distinct identity, a vibrant mix of land uses, a sense of community, and a high quality of life for residents. The design of the street should appropriately respond to diverse and changing land use patterns. The street should also adapt to unique grading challenges, promote sustainable stormwater management, preserve existing specimen trees, accommodate varied traffic movements, promote pedestrian amenities and safety, connect to existing and proposed park space, preserve long views and provide community identification.

PROJECT DILEMMA

The project area includes a one mile section of one of southwest Omaha Metro Area's most important north/south connectors. While the street is partially maintained by the City of La Vista, it is part of Nebraska's state highway system. This means the right-of-way features are designed and built to accommodate large volumes of traffic at high speeds. With the promise of new development anticipated with the Corridor 84 initiative, the street will need to anticipate changing land use patterns, what is now a completely automobile-oriented corridor will need to accommodate an increased demand for safe, secure, and comfortable means for alternative modes of travel.

PROJECT THESIS

As a key component of the success of the vision for La Vista's emerging central city core, 84th Street will be distinguished by its memorable and welcoming design, comprehensive access and connection to existing and emerging developments, use of current technologies and practices, and by its provision for a harmonious coexistence of pedestrians, bicyclists, transit, and automobiles.

CRITICAL SUCCESS FACTORS (CSFs)

These critical success factors are the project results that must be accomplished in order for 84th Street to be considered a success. The CSFs were established early in the design process and refined during the public engagement and feedback period. A successful 84th Street will:

- Enhance the visual quality and appearance of the streetscape and contribute to the aesthetic feel of the street for both pedestrians and drivers
- Acknowledge the needs and interests of a wide range of community members and other stakeholders
- Be bold and imaginative
- Increase safety and security
- Increase the number of pedestrians using the right-of-way
- Improve stormwater quality in the open drainage features

PROJECT GOALS

Project goals for 84th Street were evaluated throughout the process and identify achievable, measurable goals in the four legacy categories of economics, environment, community, and art. This process identifies benefits, risks, method of measurement, and, most importantly, strategies to achieve the goals. Core goals and strategies are outlined here.

Economics

LEVERAGE PROPOSED DEVELOPMENT

STRATEGIES

- Encourage private improvement and investment along the corridor
- Activate City-owned land as part of a comprehensive programming strategy
- Catalyze adjacent development opportunities

IMPROVE LOCAL ECONOMICS

STRATEGIES

- Encourage local-serving uses
- Diversify commercial offerings
- Design public activation nodes

MINIMIZE OVERALL OPERATING COSTS

STRATEGIES

- Use LED fixtures to minimize life cycle and operating costs
- Use native and adapted plant material to minimize irrigation demand
- Work with the City to develop an efficient operations and maintenance plan for proposed design elements

DESIGN FOR AN EXPERIENCE THAT LASTS

STRATEGIES

- Maximize average product lifespan
- Select materials and systems with life cycle costs in mind
- Utilize proven regional construction detailing means and methods

Environment

INCREASE THE ENVIRONMENTAL QUALITY OF THE CORRIDOR

STRATEGIES

- Increase urban tree canopy and species diversity
- Naturalize the drainage systems to promote a diverse habitat offering
- Minimize use of harmful pesticides and herbicides

IMPROVE STORMWATER QUALITY

STRATEGIES

- Direct stormwater to rain gardens to slow flows and improve quality
- Utilize porous pavement at pedestrian plaza spaces
- Treat stormwater to help improve the quality of the lakes in Civic Center Park

Community

ENCOURAGE A COMMUNITY-LED PROCESS THAT IS A SOURCE OF PRIDE FOR THE RESIDENTS OF LA VISTA

STRATEGIES

- Fully engage all advisory and stakeholder groups in the formation of goals, issues, concerns throughout a transparent process
- Conduct engaging and participatory public meetings

PROMOTE ACTIVE USES

STRATEGIES

- Increase pedestrian use at all hours, especially daytime
- Provide robust seasonally-based programming

CREATE A COMFORTABLE PEDESTRIAN EXPERIENCE

STRATEGIES

- Reduce traffic speeds
- Increase sidewalk widths
- Provide improved lighting
- Provide shorter crosswalk distances
- Provide shaded walkways through the use of a continuous tree canopy
- Provide horizontal and vertical separation between pedestrian and vehicles
- Improve accessibility from development to the street
- Connect under 84th at Civic Center Park

INCREASE MOBILITY OPTIONS

STRATEGIES

- Provide multi-use paths for bicycle use
- Provide improved transit facilities
- Provide pedestrian lighting, signage, and wayfinding

Art

CREATE A MEMORABLE IDENTITY DISTINCTIVE TO LA VISTA

STRATEGIES

- Coordinate design of all street elements
- Ensure design is rooted in community values and priorities
- Celebrate the local culture and heritage
- Establish signature gateways at major intersections and pedestrian nodes

CREATE A STREET THAT CAN STAND THE TEST OF TIME

STRATEGIES

- Utilize a flexible framework of elements that can be modified as the community continues to grow

BALANCE THE ART AND FUNCTION OF NATURAL SYSTEMS

STRATEGIES

- Celebrate the ephemeral nature of water quality features
- Provide rich habitat which encourages species diversity
- Provide interpretation of features through interactive signage and wayfinding elements

IMPROVE THE OVERALL BEAUTY OF THE AREA

STRATEGIES

- Utilize materials and designs that reflect the local character
- Create a sense of consistency and clarity
- Establish a uniform and coordinated street and pedestrian lighting scheme
- Improve and expand landscape areas
- Coordinate planting design to provide seasonal interest

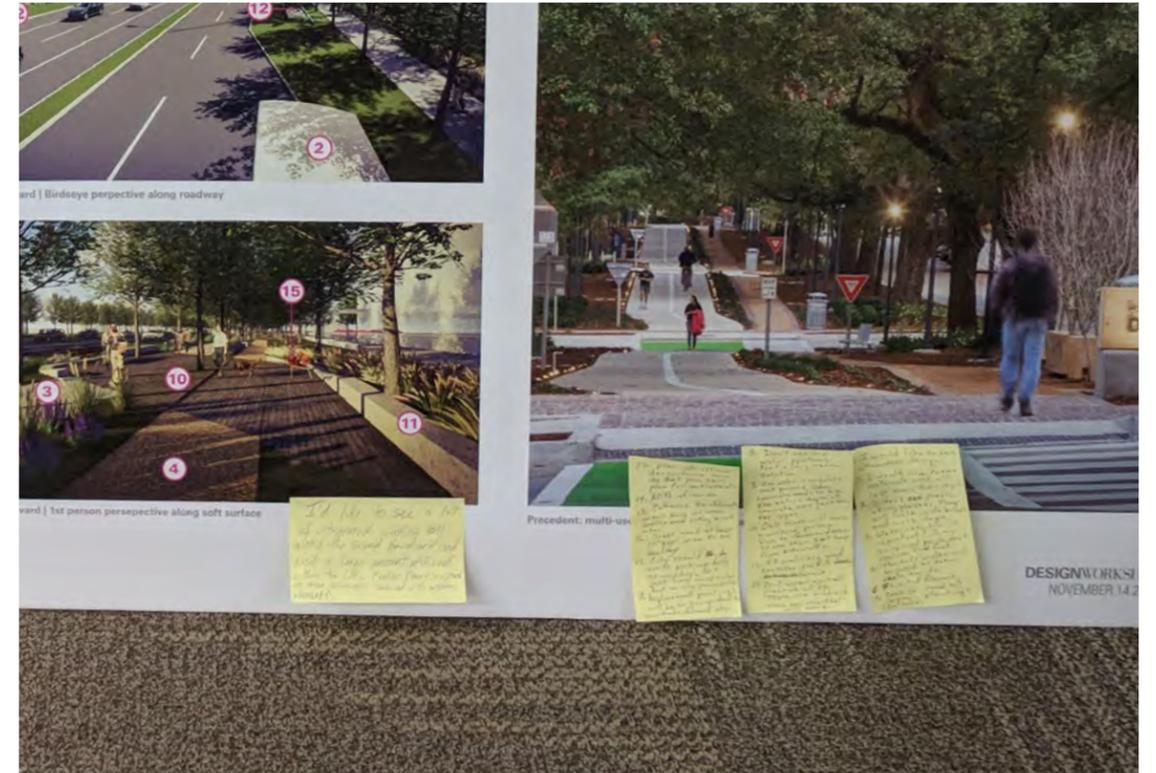
COMMUNITY PARTICIPATION

LA VISTA-LED DESIGN

Throughout the schematic design process, the design team used several methods to gather community feedback regarding the design of the streetscape plan. The principle efforts to gather feedback included public meetings, advisory and stakeholder meetings, engagement of the youth leadership council and online surveys. Information gathered through these efforts had a direct impact on the design of the preferred plan.



SITE WALK FOLLOWING STRATEGIC KICKOFF MEETING



COMMUNITY FEEDBACK POST-ITS



PUBLIC MEETING #1



LA VISTA-OPOLY EXERCISE WITH LA VISTA MAYOR'S YOUTH COUNCIL



PUBLIC MEETINGS

MEETINGS OPEN TO THE PUBLIC

A total of three public meetings were held during the schematic design process. The first meeting introduced the opportunities and constraints of the existing conditions and concept alternatives, the second meeting presented options for specific streetscape elements. The first two meetings provided a platform for live community feedback via keypad polling devices and the third meeting presented the preferred plan. All three meetings were recorded and made available on the project website.

FEEDBACK STRATEGIES

Keypad polling, question & answer, red dot/green dot exercise



ADVISORY AND STAKEHOLDER MEETINGS

MEETINGS WITH COMMUNITY AND REGULATORY GROUPS

Stakeholders were heavily involved throughout the planning and design process. These meetings gathered targeted feedback from city departments, regulatory agencies, and assembled representation from various community groups to play an active roll in developing key aspects of the project. A total of 17 advisory and stakeholder group meetings were held throughout the process.

FEEDBACK STRATEGIES

Mind mapping exercise, comment cards, question and answer



YOUTH LEADERSHIP COUNCIL MEETINGS

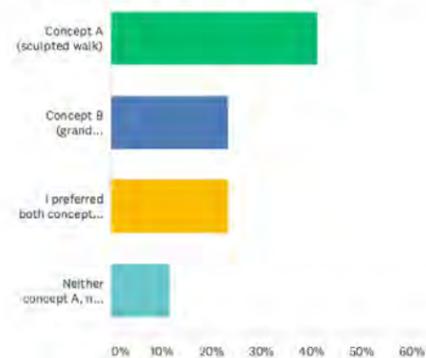
ENGAGING LA VISTA'S YOUTH

A special opportunity for the 84th Street design project was the willing and active involvement of the La Vista Mayor's Youth Leadership Council. The focus of the youth council is to engage youth in civic life through participation in local government and volunteerism. Over the course of the schematic design, the design team met with the youth council and facilitated feedback on the makeup of the street right-of-way and the prioritization of improvements from a budgetary perspective. Participants in the youth council presented their conclusions at the first two public meetings.

FEEDBACK STRATEGIES

'Dress the Street' exercise, 'La Vista-opoly' exercise

SurveyMonkey Analyze - La Vista Corridor 84 Streetscape Project



ONLINE SURVEYS

TARGETED ONLINE FEEDBACK

For members of the community that could not attend the public meetings, two online surveys were provided to gather additional public feedback. The questions listed mirrored those asked during the keypad polling that took place at the first two public meetings.

FEEDBACK STRATEGIES

Multiple choice, short answer question and answer

OUTREACH EFFORTS AT A GLANCE



48

COMMENT CARDS RECEIVED



5

WEB PAGES ON THE LA VISTA CITY WEBSITE DEDICATED TO THE PROJECT



23,550

POSTCARDS MAILED TO NOTIFY OF PUBLIC MEETINGS



8,100

VIEWS OF '5 THINGS YOU NEED TO KNOW ABOUT 84TH STREETSCAPE'



21,736

PEOPLE REACHED ON FACEBOOK



3

NEWSLETTER AND NEWSPAPER ARTICLES



17

ADVISORY AND STAKEHOLDER MEETINGS HELD



390

RESPONSES TO TWO ONLINE COMMUNITY SURVEYS



EXIT 448

84th Street



EXIT  ONLY

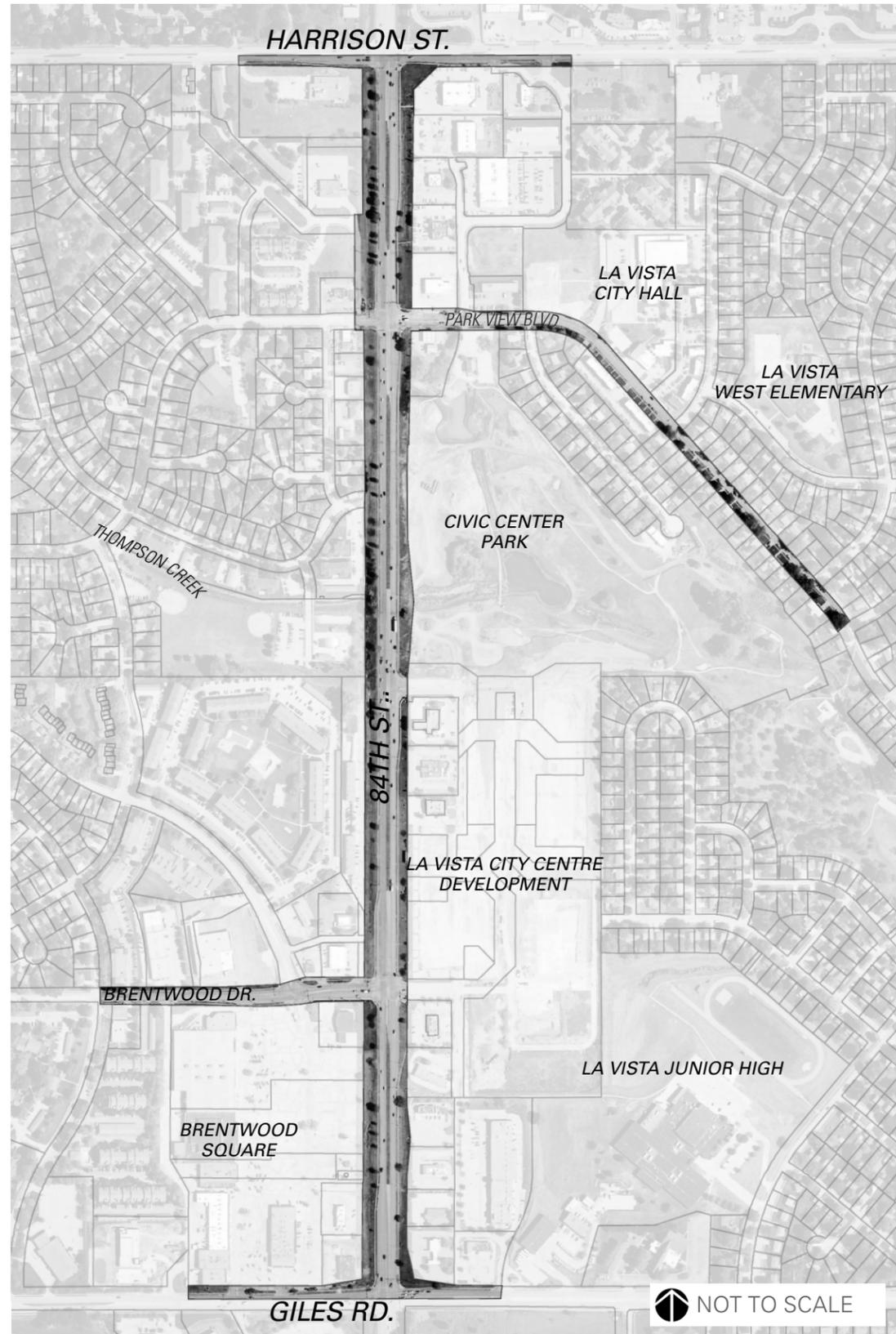
EXISTING FRAMEWORK

PROJECT AREA

SITE PHYSICAL FEATURES AND EXISTING CONDITIONS

La Vista's portion of 84th Street from Harrison Street to Giles Road is not unlike many of the arterial commuter streets in the region. The street was designed to rapidly convey automobiles, resulting in a neglected pedestrian experience. Narrow sidewalks, limited lighting, an inconsistent tree canopy, no street furnishings, and minimal accommodations for transit send a message that people shouldn't occupy the space. Commercial pole signage dominates views for the automobile experience and detracts from the incredible views towards the Thompson Creek basin and proposed Civic Center Park. There is currently little rhythm or cadence to signify a special experience.

The ample right-of-way, open drainage channels, minimal overhead utilities, and rolling grade changes are features that many roads do not have that can be better emphasized.



STUDY AREA BOUNDARY



EXISTING 4' DETACHED SIDEWALK IN POOR CONDITION



HIGHLY VISIBLE UTILITY VAULTS



MINIMAL BUS ACCOMMODATIONS



MINIMAL COMMUNITY SIGNAGE AND WAYFINDING



DOMINANCE OF LARGE COMMERCIAL POLE SIGNAGE



SATURATED AREAS WITHIN DRAINAGE CHANNELS



LARGE AUTOMOBILE-SCALED RIGHT-OF-WAY



CONSTRUCTION OF PARK UNDERWAY



DRAINAGE SLOPES: STEEP SLOPE



OPEN DRAINAGE CHANNEL WITH SEVERE EROSION



THOMPSON CREEK EXTENDS ACROSS 84TH STREET



CONSTRUCTION OF LA VISTA CITY CENTRE UNDERWAY



DRAINAGE SLOPES: LOW SLOPE



LARGE UNDEFINED AREAS OF RIGHT-OF-WAY



OPEN CHANNELS CONVEY STORMWATER AND ARE CONSIDERABLY LOWER THAN THE ROADWAY



DRAINAGE SLOPES: MARGINAL



STEEP GRADING IN AREAS

SITE FRAMEWORK

HUMAN COMFORT ALONG 84TH

Road noise levels along 84th Street reach nearly 70 decibels (dB), which is about the level of a vacuum cleaner—enough to make phone conversation difficult. On site, the design team observed a 10 dB difference between the sidewalk next to the street and the drainage ditch below. Trees are planted sporadically through the site and many do not have the best habit/form for a street tree application. Currently only about 7% of the walks are shaded.

LEGEND

25-35 dB

35-45 dB

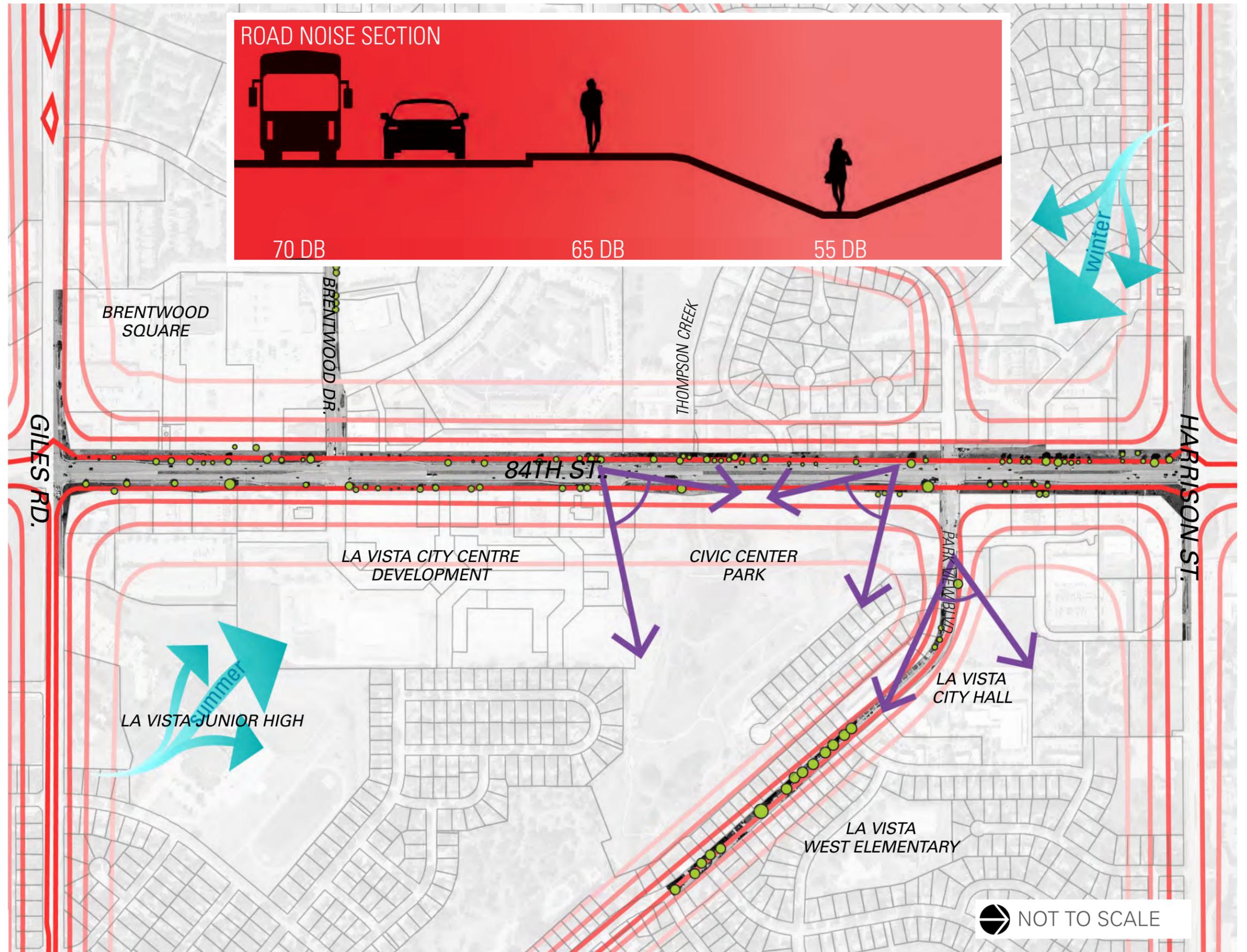
45-55 dB

55-70 dB

Existing Tree

Key Views

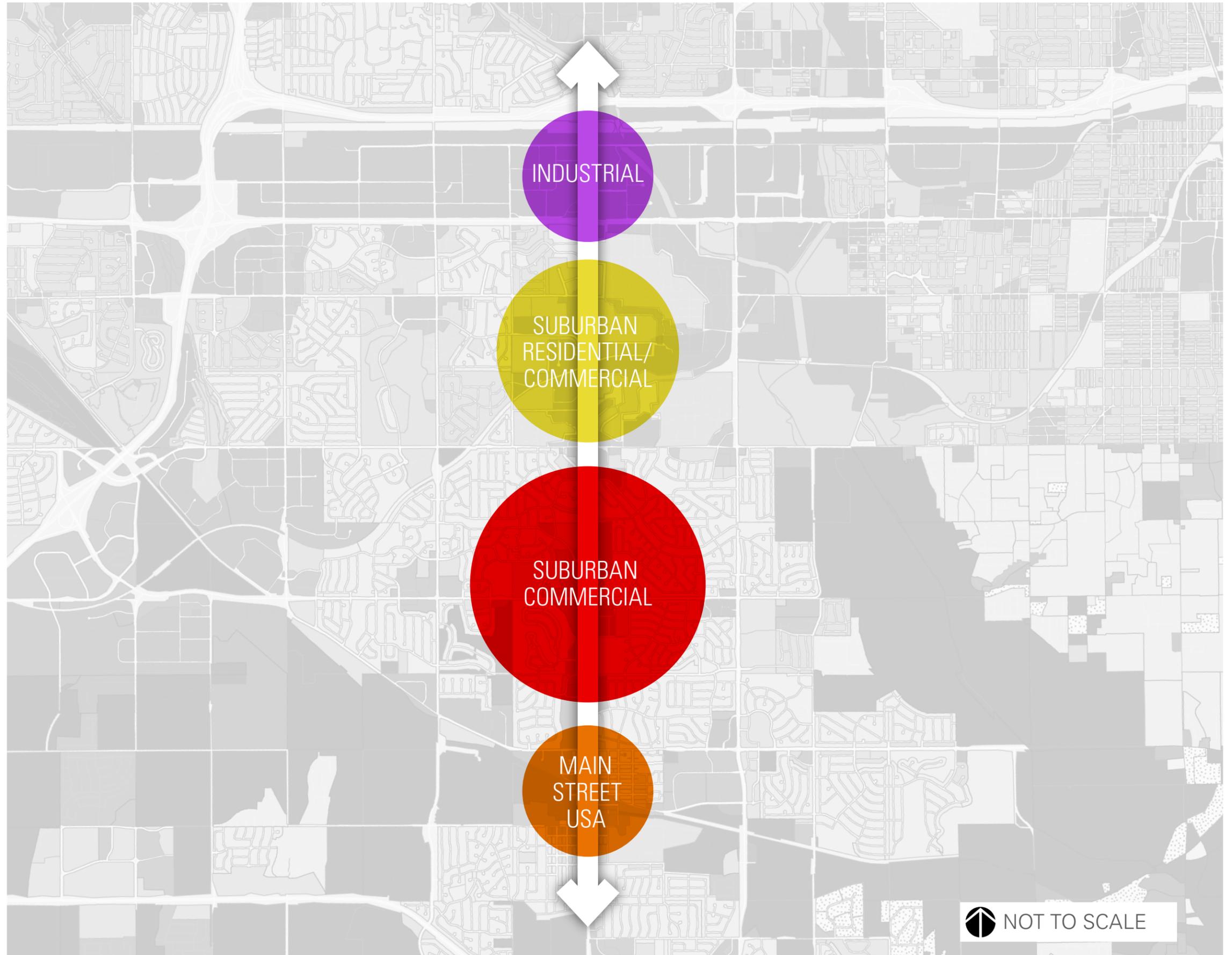
Prevailing Winds



REGIONAL CHARACTER ZONES

84TH AS PART OF A LARGER SYSTEM

The zoning along 84th Street suggests a procession of changing character throughout the corridor. Directly south of the I-80 corridor is dominated by industrial uses. Crossing L Street (State Highway 92), however, the character changes with Bethel cemetery signifying a more calming atmosphere. While some businesses flank intersections in this area, low-density residential, either fronting the street or buffered from the street, is a dominant land use pattern. Entering La Vista, suburban commercial pad development with deep setbacks and large parking lots are most common. This character zone continues through the project area to north Papillion. The historic Main Street to the south, built along Papillion Creek begins a district reminiscent of many historic districts throughout the country complete with shopfronts, on-street parking and attached sidewalks.





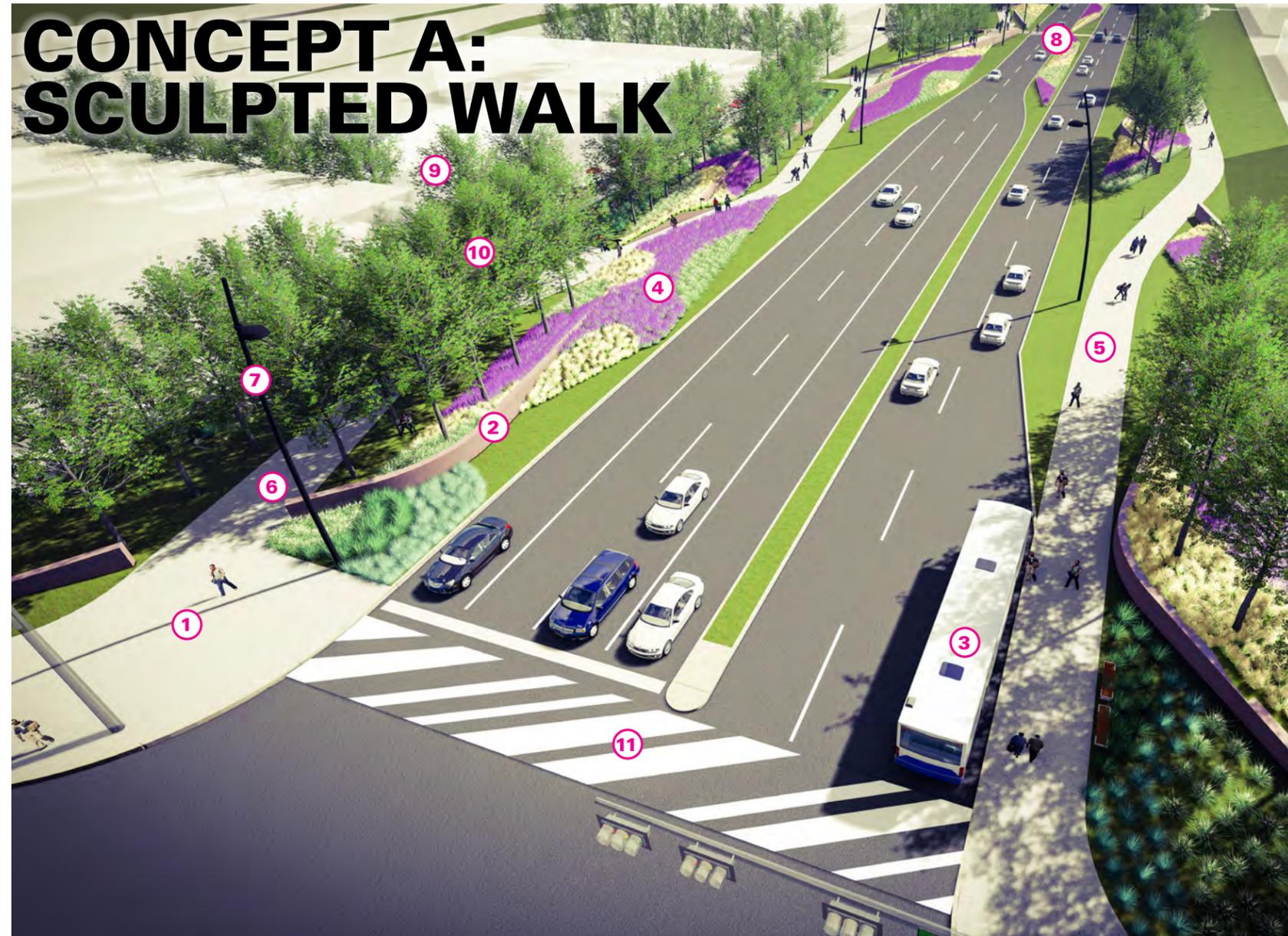
CONCEPT ALTERNATIVES

CONCEPT A SCULPTED WALK

The design team initially developed three concept alternatives for the street. These alternatives were narrowed down to two that were presented at the first public meeting: Concept A (sculpted walk); and Concept B (grand boulevard). Both concepts held assumptions on the preservation of travel lanes and bus accommodations along the curb lane. Key differences occur within the landscape area along both sides of the roadway and within the median.

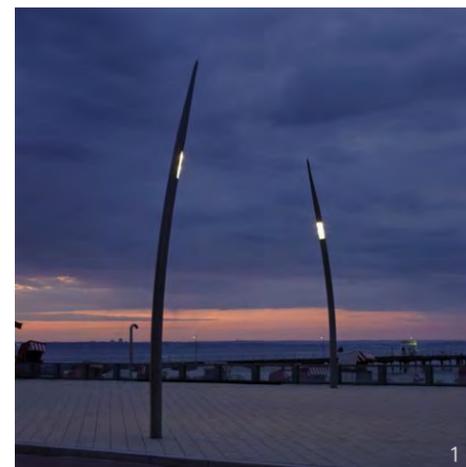
Concept A, Sculpted Walk relies on landform and signature walls to create a greater, purposeful separation of the pedestrian and vehicular experience. This is brought together by mass planting and trees in groups. The design language, as the name suggests, is sinuous and sculpted. These design ideas translate to all aspects of the concept from the geometry of the walls to the lighting and street furniture. This concept does not include trees in the median.

Many aspects of this concept, such as its flexibility, were preferred during the public feedback. In light of this, Concept A (Sculpted Walk) heavily informs the preferred alternative.



- 1 Reduced radius at intersections shortens crossing distances and provides enlarged receiving/gathering areas
- 2 4' high feature walls provide visual barriers and define space
- 3 Dedicated roadway for buses keeps traffic flowing at intersections
- 4 Mass planting 'drifts' are highly visible in a vehicle and appreciated at the pedestrian scale.
- 5 12' multi-use path on east side
- 6 8' multi-use path on west side
- 7 Sculptural character lighting
- 8 Planted median with feature wall
- 9 Pedestrian connections to potential adjacent development
- 10 Tree planting in groups/bosques
- 11 Crosswalk as graphic/art
- 12 Signal for mid-block crossing(s)
- 13 Boardwalk/bridge to adjacent development over stormwater retention ponds
- 14 Entry plaza
- 15 Retention ponds gather and filter water before discharging to Thompson Creek

Concept A, Sculpted Walk: Rendering Sculpted Walk | intersection bird's-eye view



Precedents: lighting and furnishings



Concept A, Sculpted Walk: Rendering | 1st person perspective along 84th



Precedent: landform



Precedent: landform + grade break



Concept A, Sculpted Walk: Rendering | bird's-eye at mid-block crossing



Precedent: landform, planting and walls



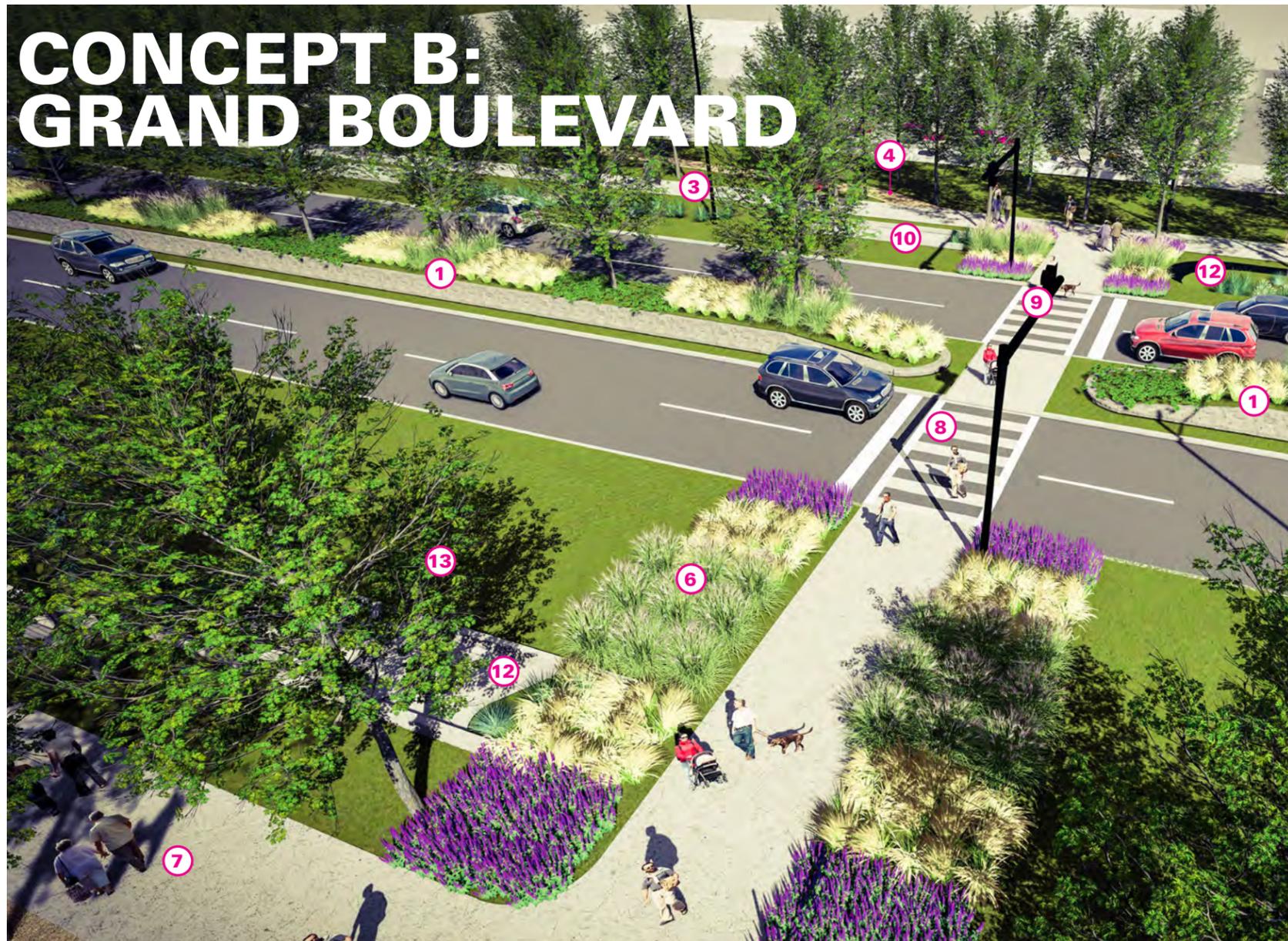
Concept A, Sculpted Walk: Rendering | first person perspective on multi-use path (west side)

CONCEPT B
GRAND BOULEVARD

In contrast to concept A, the grand boulevard is very rigid and formal. In this concept, the components that make up the street are prescribed at regular intervals and help to create a very bold, distinctive statement. In this concept, trees form a colonnade on both sides of straight multi-use paths, soft surface jogging trails offer a more comfortable experience for the jogger. Water quality features and resting plazas make up the architecture of the pedestrian zones and ornamental planting is muted and restrained. In this option, trees are included in the median in raised planters that form a continuous canopy in the center of the roadway.

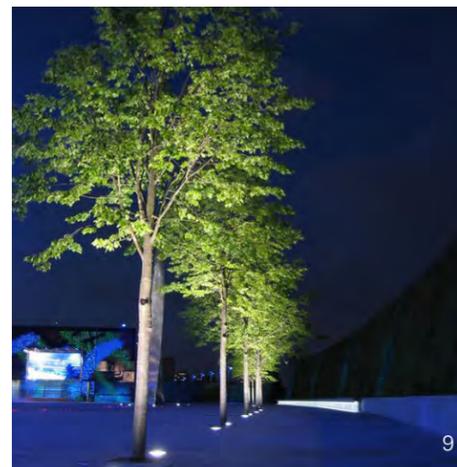
Although some aspects of this concept were favored by the public, ultimately the preference for a more responsive, less rigid concept appeared to better fit the needs of the community. The influence of furniture, lighting and the median tree planting in this concept, however, can be observed in the preferred plan.

CONCEPT B: GRAND BOULEVARD

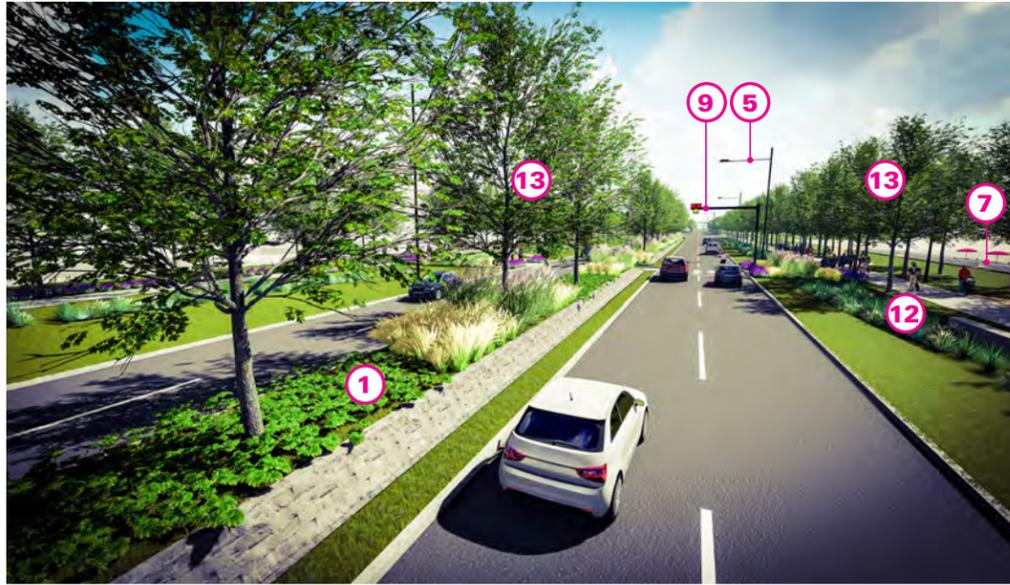


- 1 Median tree planting with barrier wall creates linear rooms
- 2 Dedicated roadway for buses keeps traffic flowing at intersections
- 3 10' multi-use path on both sides of street
- 4 6' soft surface path interwoven with multi-use path
- 5 Architectural feature lighting
- 6 Regular, ordered shrub planting
- 7 Pedestrian connections to potential adjacent development
- 8 Standard ladder crosswalk
- 9 Signal for mid-block crossing(s)
- 10 Social spaces that connect hard and soft-surface trails
- 11 Integrated seating
- 12 Linear bioswales along roadway edge with concrete filter basins filter stormwater before discharging to Thompson Creek
- 13 Multiple rows of trees spaced at 30' on center
- 14 Classic, refined site furnishings

Concept B Rendering: Grand Boulevard | mid block bird's-eye



Precedents: lighting and furnishings



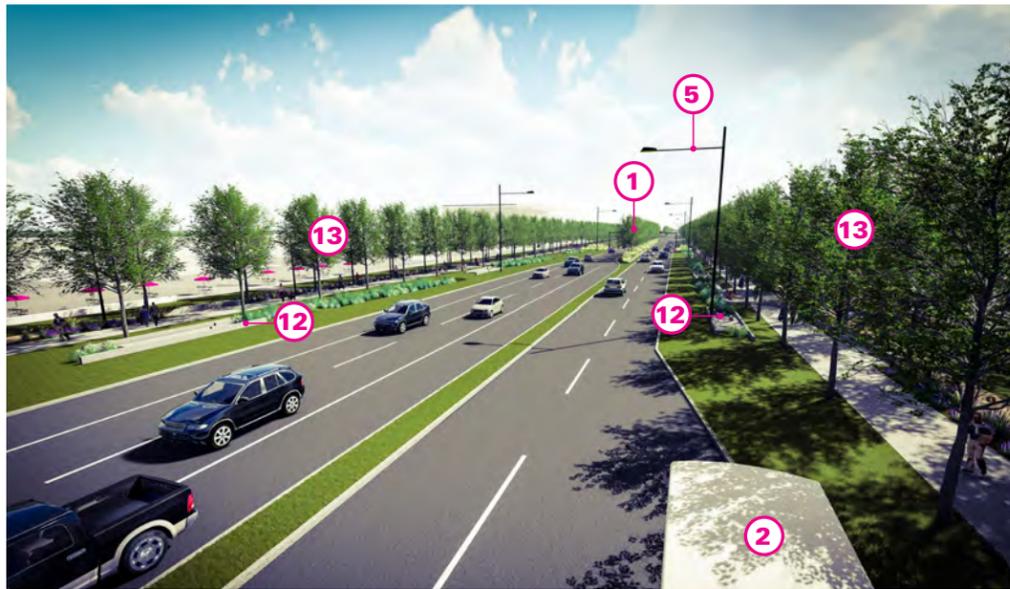
Concept B Rendering: Grand Boulevard | 1st person perspective along roadway



Precedent: bioswale stormwater



Precedent: boulevard with planted median



Concept B Rendering: Grand Boulevard | Bird's-eye perspective along road



Precedent: multi-use paths and jogging paths



Concept B Rendering: Grand Boulevard | 1st person perspective along soft paths



84TH STREET

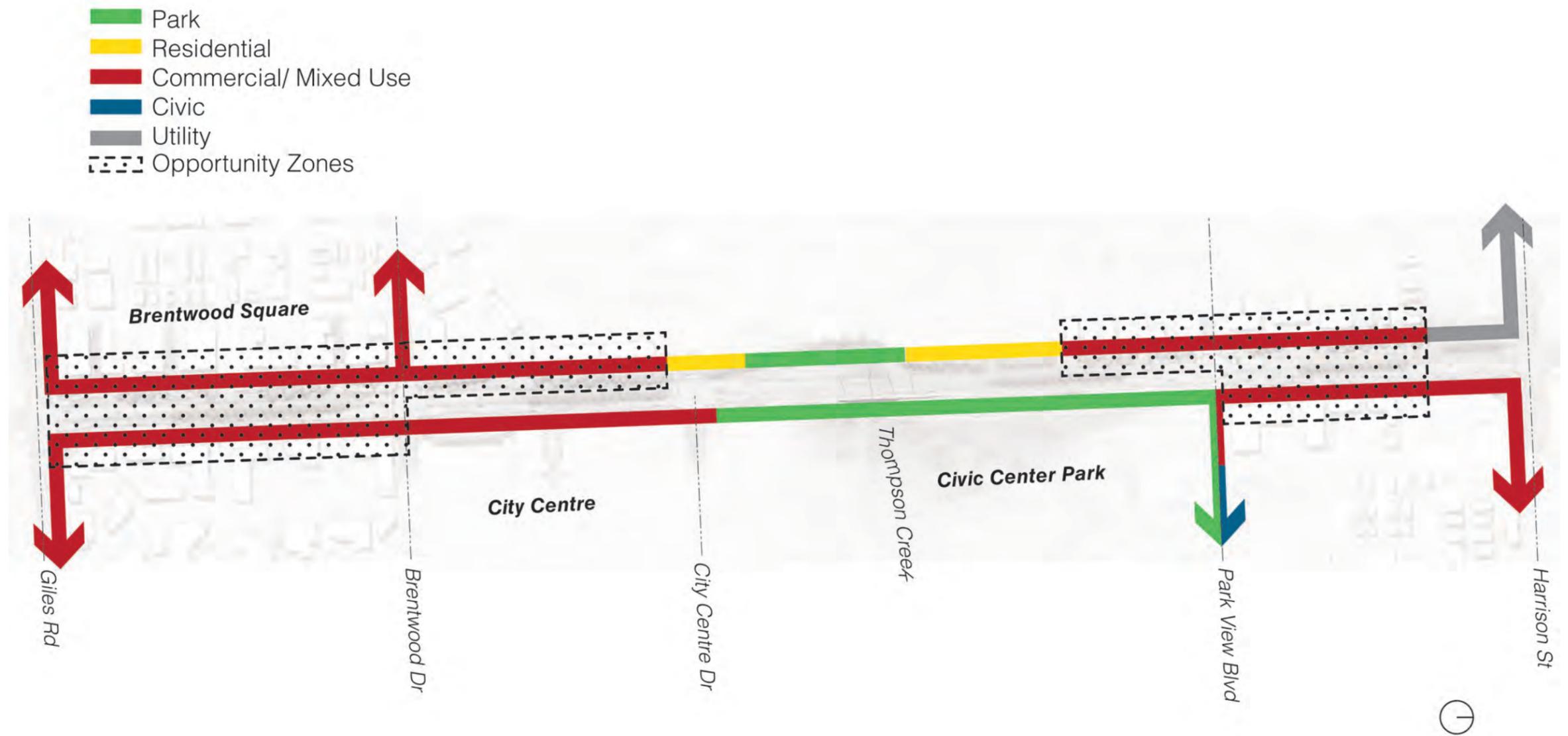
- Bridge 0.5 miles
- Crosswalk 0.3 miles
- Civic Center Park 0.2 miles
- City Centre 0.5 miles
- Parking 0.5 miles
- City Hall 0.7 miles

PREFERRED PLAN

OPPORTUNITY ZONES

The existing character along La Vista's 84th Street varies from one end to the other. With no one consistent condition that pervades. This variation is the result of changing topography as well as adjacent land use which has measurably informed the design along the 84th Street frontage.

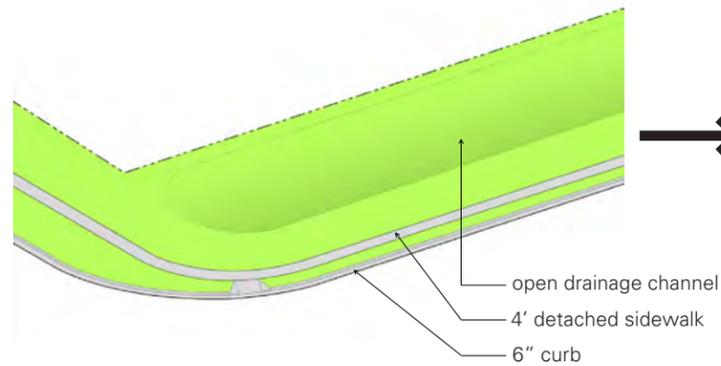
With the La Vista City Centre development and Civic Center Park underway, opportunity zones are identified here where development is anticipated along the 84th Street frontage. These opportunity zones will play a large role in the character of 84th Street in the future and can integrate the urban design to face and activate 84th Street.



BUILDING THE STREET

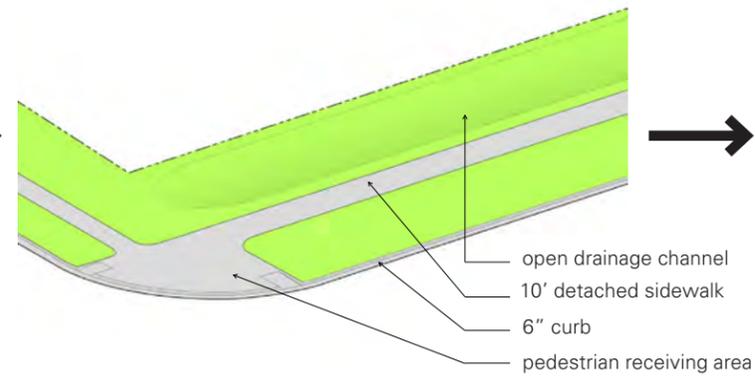
ONE STEP AT A TIME

While there is no one street section, there are principles that apply to create a consistent design language that can extend through the corridor. The diagrams here show the building of a design language to create an ideal theme, and provides a starting point for the overall master plan of 84th Street.



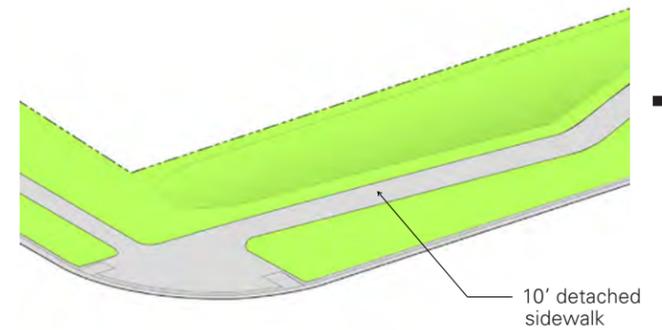
EXISTING

The existing landscape area along 84th Street is limited. It includes a 4' sidewalk with minimal separation from the roadway and, in most areas, an open drainage channel along the right-of-way.



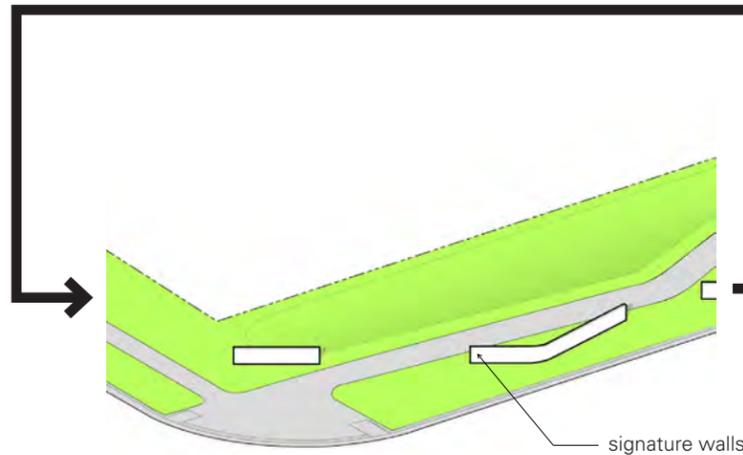
STEP 1 - MOVE AND WIDEN SIDEWALK

Moving the sidewalk away from the road edge encourages pedestrian and bicycle comfort and use. Additional paved space at corners and directional curb ramps provides a more accessible environment.



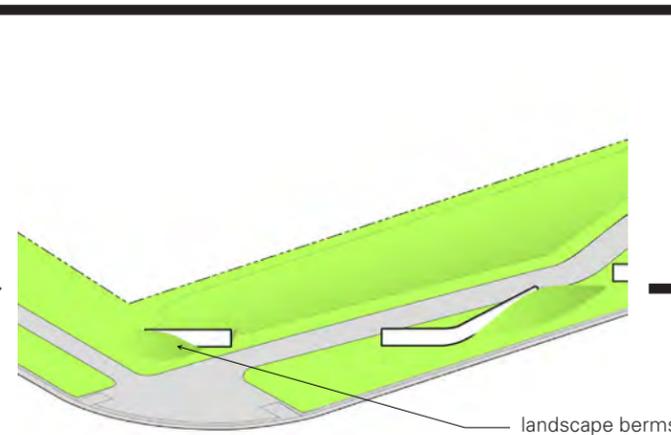
STEP 2 - MEANDER SIDEWALK

With the ample right of way, the multi-use path can comfortably meander without getting too close to the roadway. The meander provides opportunities to give more surface area to the water quality zones along the street frontage.



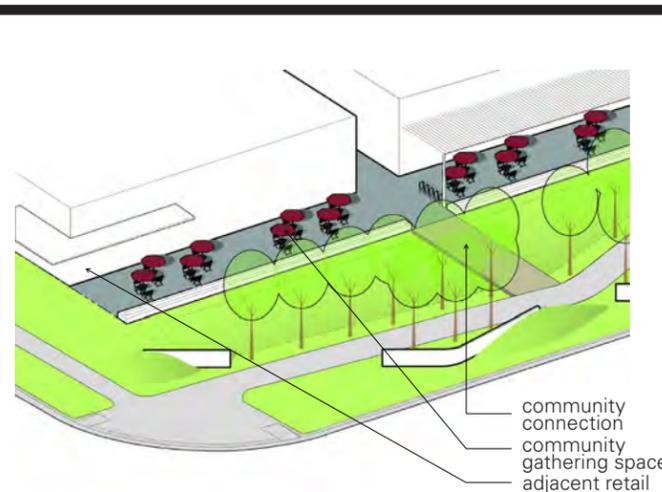
STEP 3 - SIGNATURE WALLS

Walls are added at key locations to provide a sense of architecture and enclosure along the corridor.



STEP 5 - COMPLEMENT WITH LANDFORM

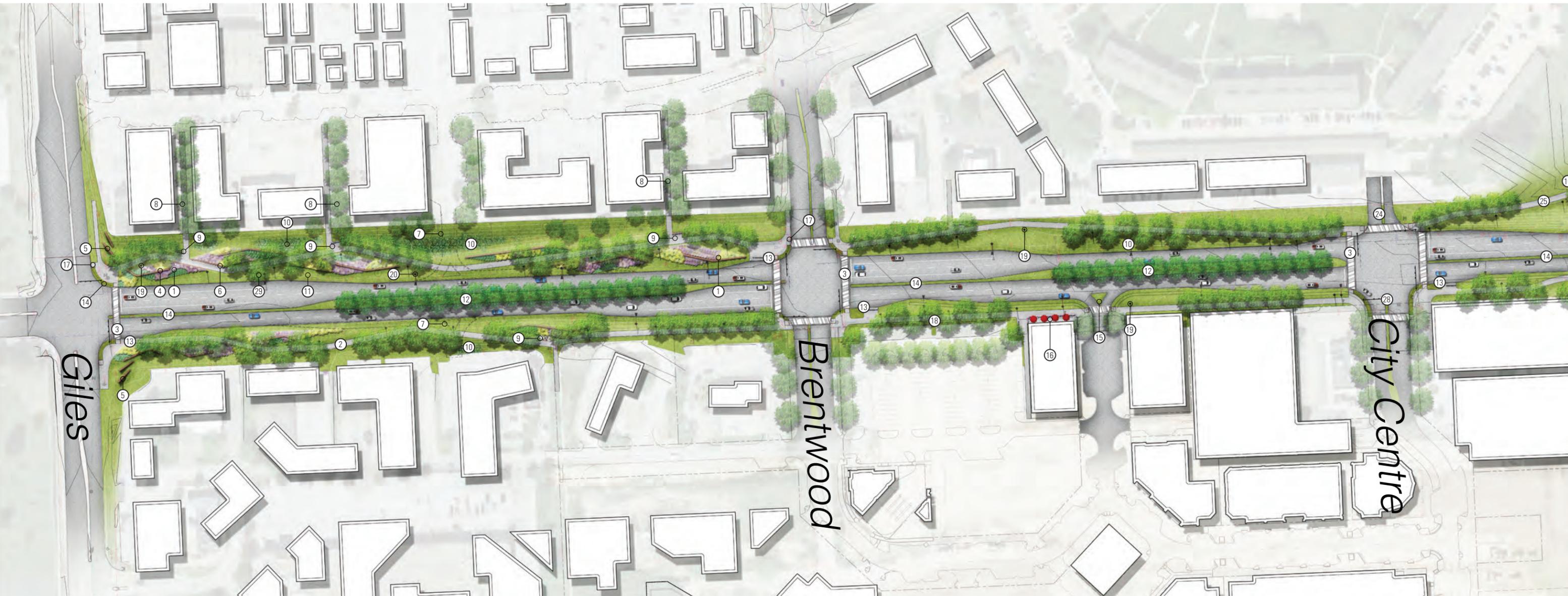
Landform interplays with the signature walls to further separate pedestrians and vehicles, creating a more park-like environment by attenuating road noise and creating a visual separation.



STEP 6 - PLANTING AND DEVELOPMENT

The canopy of trees and strategic connections to adjacent development will be a crucial part of the vibrancy of 84th. Within the opportunity zones, these areas could face the street and provide an active edge for businesses and patrons.

OVERALL MASTER PLAN



- | | |
|--|--|
| ① Landscape planting on earthen berms | ⑨ Connection plaza with special paving, seating + trash receptacle |
| ② 10' multi use path | ⑩ Drainage swale/retention |
| ③ Graphic crosswalk | ⑪ Turf restoration |
| ④ 4' Feature wall (partially retaining + static elevation) | ⑫ Raised median with trees and native + adapted grasses/ shrubs |
| ⑤ 4'-8' Gateway wall (sloped) | ⑬ Bus pull out and plaza with seating |
| ⑥ Retaining feature wall (sloped) | ⑭ Low groundcover planting |
| ⑦ Future potential right-in-right-out intersection | ⑮ Proposed right-in-right-out at city centre |
| ⑧ Future potential pedestrian connection to development | ⑯ Future potential cafe seating / active frontage |



- ①7 ADA accessible ramp
- ①8 Parking lot screen (shrubs and 4' wall)
- ①9 Pedestrian light pole and LED fixture
- ②0 Existing automobile light pole with LED fixture
- ②1 Roadway bridge at Thompson Creek
- ②2 Overhead bridge icon
- ②3 Footbridge at connection to Civic Center Park/ pool
- ②4 Future potential full-movement intersection

- ②5 Path provides access to park level from street
- ②6 Viewing platform with seating at park interface
- ②7 Lengthened turn pocket at Harrison
- ②8 Proposed 3-way intersection at City Centre
- ②9 Deciduous street tree



BLOCK-BY-BLOCK

GILES TO BRENTWOOD

The design of 84th Street must adapt to the ever-changing conditions of each block. The following section illustrates the schematic design of each block in the preferred plan with a concise narrative of the key elements that define each block.

ICONS AND MESSAGING

The block between Giles and Brentwood defines the southern entrance to La Vista's 84th Street with gateway walls, berms and mass ornamental plantings.

A comprehensive wayfinding and signage strategy makes the corridor more legible.

PEDESTRIAN EXPERIENCE

Multi-use paths, 10' in width, meander through the network of berms and signature walls. The paths are shaded more comprehensively with street tree groupings. These paths will be part of a larger effort to connect to near and adjacent trail networks at Civic Center Park, north to Ralston, and south to Papillion.

Future potential development and existing neighborhoods are accessed via connection plazas along the corridor. These plazas provide a moment of respite for pedestrians and bicyclists.

Graphic crosswalks and directional curb ramps create safer, shorter crossings at intersections.

INFRASTRUCTURE

What was once a large ditch becomes a series of connected rain gardens on the west side along the Brentwood Square property. These act to slow down stormwater runoff that comes from the roadway and adjacent properties.

Bus pull-outs are provided at the far end of the intersection as development infills and demand for transit increases.

Future potential right-in/right-out intersections are anticipated on both sides of the street in the middle of the block.



A ILLUSTRATIVE BIRD'S-EYE RENDERING AT GILES



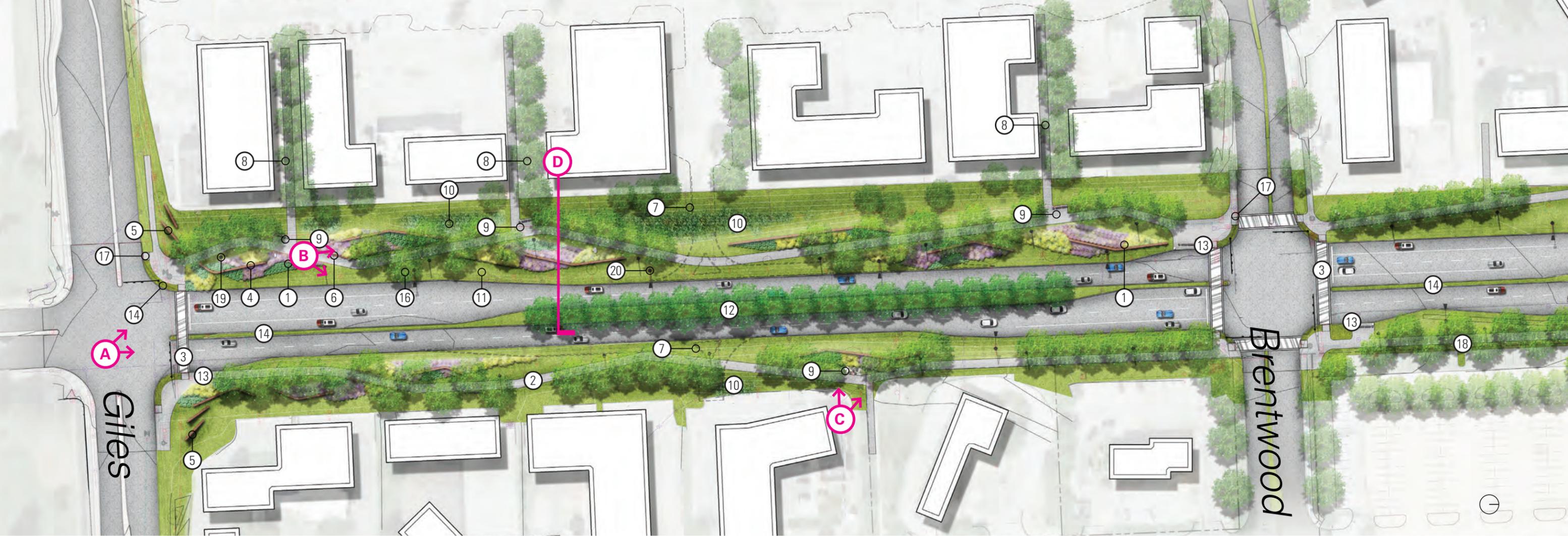
B ILLUSTRATIVE RENDERING AT BRENTWOOD SQUARE CONNECTION PLAZA



C ILLUSTRATIVE RENDERING AT MIDDLE SCHOOL CONNECTION PLAZA



D ILLUSTRATIVE SECTION AT BRENTWOOD SQUARE



- ① Landscape planting on earthen berms
- ② 10' multi use path
- ③ Graphic crosswalk
- ④ 4' Feature wall (partially retaining + static elevation)
- ⑤ 4'-8' Gateway wall (sloped)
- ⑥ Retaining feature wall (sloped)
- ⑦ Future potential right-in-right-out intersection
- ⑧ Future potential pedestrian connection to development
- ⑨ Connection plaza with special paving, seating + trash receptacle
- ⑩ Drainage swale/retention
- ⑪ Turf restoration
- ⑫ Raised median with trees and native + adapted grasses/ shrubs
- ⑬ Bus pull out and plaza with seating
- ⑭ Low groundcover planting
- ⑮ Proposed right-in-right-out at city centre
- ⑯ Future potential cafe seating / active frontage
- ⑰ ADA accessible ramp
- ⑱ Parking lot screen (shrubs and 4' wall)
- ⑲ Pedestrian light pole and LED fixture
- ⑳ Existing automobile light pole with LED fixture
- ㉑ Roadway bridge at Thompson Creek
- ㉒ Overhead bridge icon
- ㉓ Footbridge at connection to Civic Center Park/ pool
- ㉔ Future potential full-movement intersection
- ㉕ Path provides access to park level from street
- ㉖ Viewing platform with seating at park interface
- ㉗ Lengthened turn pocket at Harrison
- ㉘ Proposed 3-way intersection at City Centre
- ㉙ Deciduous street tree



KEY MAP (NOT TO SCALE)



BLOCK-BY-BLOCK

BRENTWOOD TO LA VISTA CITY CENTRE

ICONS AND MESSAGING

The feature walls in this area exhibit a more regular geometry and function to screen the parking lots that abut the La Vista City Centre development frontage. Tree spacing is intended to ensure visibility toward new development.

PEDESTRIAN EXPERIENCE

Multi-use paths connect to prominent intersections at La Vista City Centre. These larger paved spaces provide the key interface between potential ground floor uses within La Vista City Centre and 84th Street.

INFRASTRUCTURE

Stormwater in this block remains largely underground to accommodate the more urban condition without the impediment of a grade change.

A potential (future) full-movement intersection is shown at the new La Vista City Centre Drive. This would provide vehicular access and connection to the west side of 84th Street where the La Vista Municipal Pool and Kelly McMahon fields are currently located.



A ILLUSTRATIVE RENDERING LOOKING AT BRIDGE FROM LA VISTA CITY CENTRE



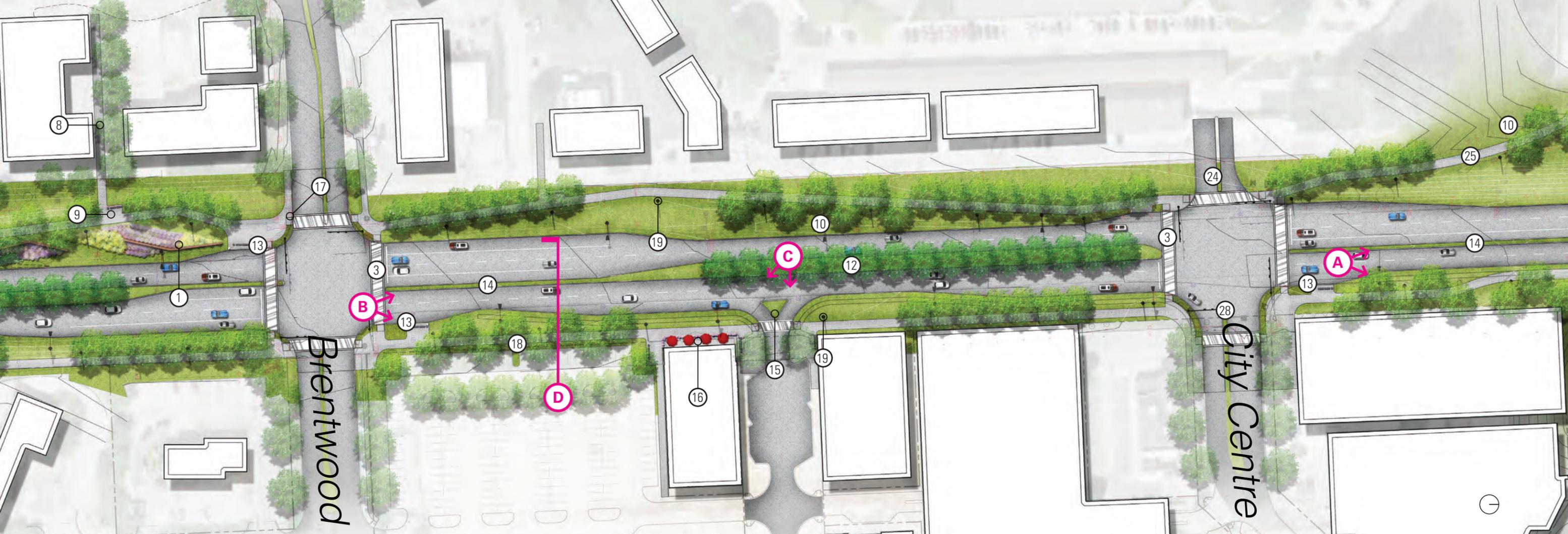
B ILLUSTRATIVE RENDERING AT LA VISTA CITY CENTRE PARKING LOT



C ILLUSTRATIVE RENDERING AT COTTONWOOD ENTRANCE TO LA VISTA CITY CENTRE



D ILLUSTRATIVE SECTION AT LA VISTA CITY CENTRE PARKING LOT

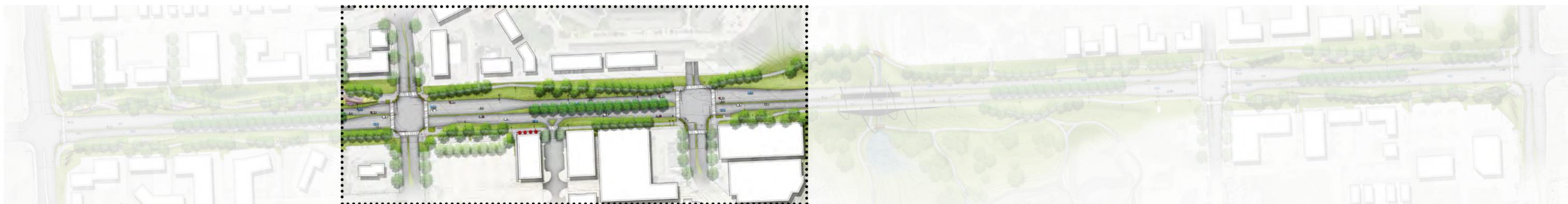


- ① Landscape planting on earthen berms
- ② 10' multi use path
- ③ Graphic crosswalk
- ④ 4' Feature wall (partially retaining + static elevation)
- ⑤ 4'-8' Gateway wall (sloped)
- ⑥ Retaining feature wall (sloped)
- ⑦ Future potential right-in-right-out intersection
- ⑧ Future potential pedestrian connection to development

- ⑨ Connection plaza with special paving, seating + trash receptacle
- ⑩ Drainage swale/retention
- ⑪ Turf restoration
- ⑫ Raised median with trees and native + adapted grasses/ shrubs
- ⑬ Bus pull out and plaza with seating
- ⑭ Low groundcover planting
- ⑮ Proposed right-in-right-out at city centre
- ⑯ Future potential cafe seating / active frontage

- ⑰ ADA accessible ramp
- ⑱ Parking lot screen (shrubs and 4' wall)
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- ㉙ Deciduous street tree



KEY MAP (NOT TO SCALE)



BLOCK-BY-BLOCK

LA VISTA CITY CENTRE TO PARK VIEW

ICONS AND MESSAGING

As the entrance to La Vista from the north, the intersection at Harrison Street features a prominent bridge icon at Thompson Creek. This signifies a new pedestrian connection across 84th Street at the park level with an overhead structure that spans the roadway.

PEDESTRIAN EXPERIENCE

The multi-use path in this block meets with adjacent park uses. The path is removed from the roadway at its most dramatic degree and purposefully connects to the larger park trail network.

INFRASTRUCTURE

An open channel under 84th Street will carry the Thompson Creek flow along the path under the bridge. The bridge structure itself is shown here as a slab bridge with two separate bridge decks. The bridge type is still to be determined.

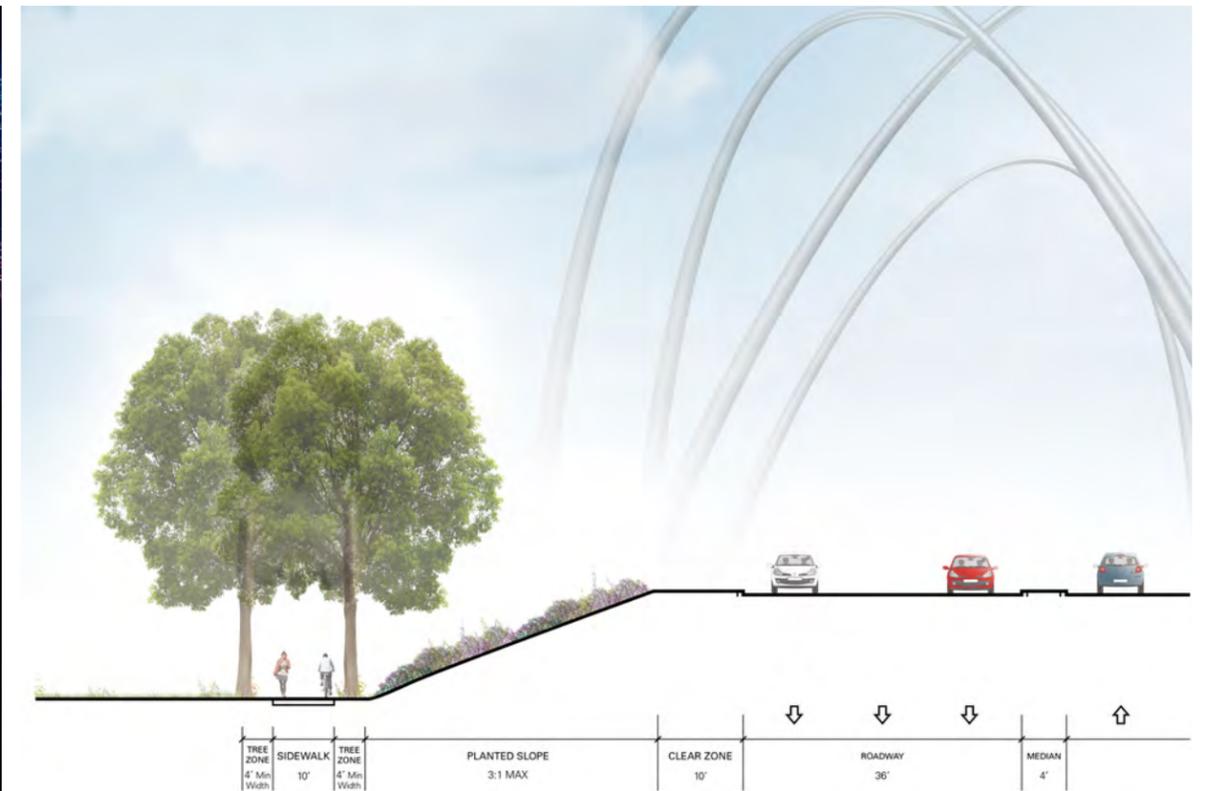
Where possible, stormwater is carried at the surface and weaves between the inside and outside of the multi-use path.



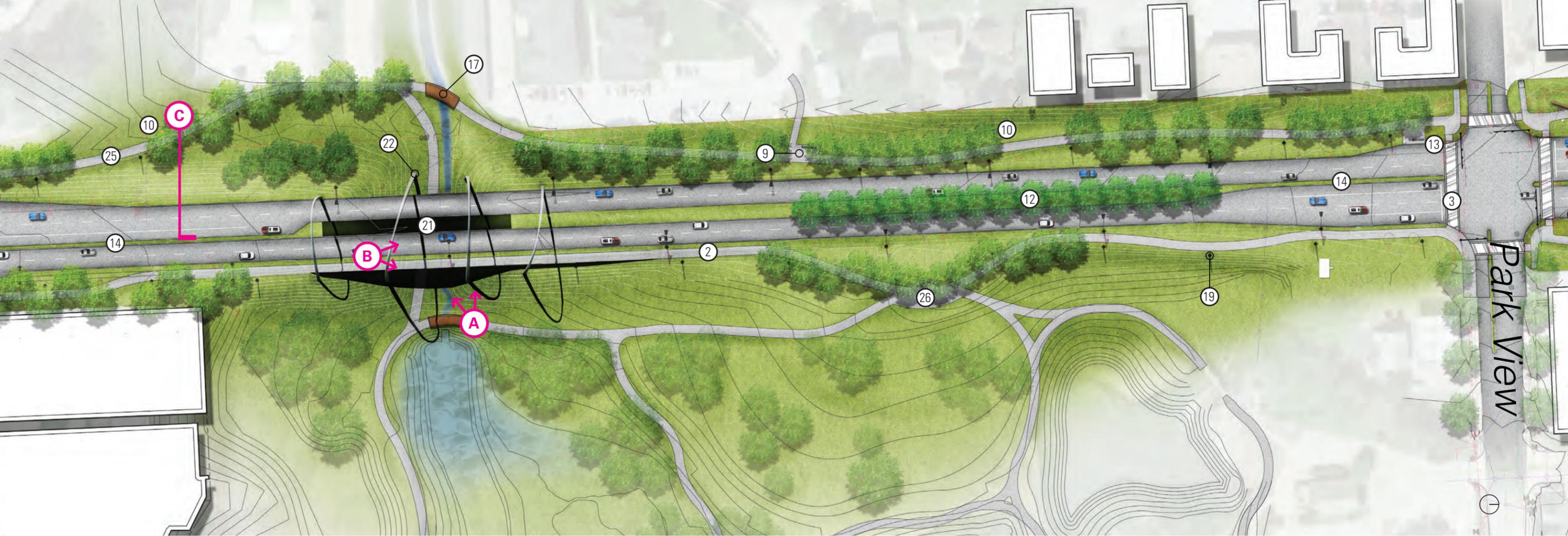
A ILLUSTRATIVE RENDERING LOOKING TOWARD BRIDGE AT CIVIC CENTER PARK



B ILLUSTRATIVE RENDERING LOOKING TOWARD CIVIC CENTER PARK ON BRIDGE



B ILLUSTRATIVE SECTION

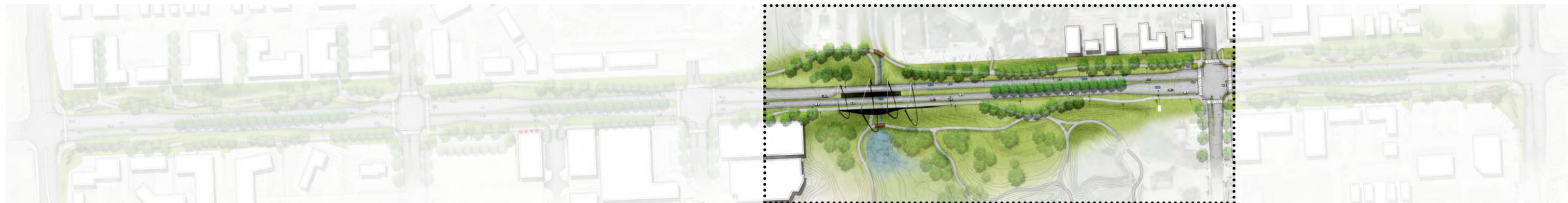


- ① Landscape planting on earthen berms
- ② 10' multi use path
- ③ Graphic crosswalk
- ④ 4' Feature wall (partially retaining + static elevation)
- ⑤ 4'-8' Gateway wall (sloped)
- ⑥ Retaining feature wall (sloped)
- ⑦ Future potential right-in-right-out intersection
- ⑧ Future potential pedestrian connection to development

- ⑨ Connection plaza with special paving, seating + trash receptacle
- ⑩ Drainage swale/retention
- ⑪ Turf restoration
- ⑫ Raised median with trees and native + adapted grasses/ shrubs
- ⑬ Bus pull out and plaza with seating
- ⑭ Low groundcover planting
- ⑮ Proposed right-in-right-out at city centre
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- ⑰ ADA accessible ramp
- ⑱ Parking lot screen (shrubs and 4' wall)
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- ㉕ Path provides access to park level from street
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- ㉗ Lengthened turn pocket at Harrison
- ㉘ Proposed 3-way intersection at City Centre
- ㉙ Deciduous street tree



KEY MAP (NOT TO SCALE)

BLOCK-BY-BLOCK
PARK VIEW TO HARRISON

ICONS AND MESSAGING

As the entrance from the north, the intersection at Harrison features a prominent artistic gesture that builds on the design and arrangement of the signature walls that interplay with the landform on this block.

PEDESTRIAN EXPERIENCE

Like the block between Giles and Brentwood, multi-use paths meander through the network of berms and signature walls. A garden wall is suggested along existing surface parking lots as a strategy to partially shield pedestrians from the vehicular experience.

INFRASTRUCTURE

Due to the narrow right-of-way and grade constraints of the block, much of the stormwater is conveyed underground.



A ILLUSTRATIVE RENDERING LOOKING AT BRIDGE FROM HARRISON



B ILLUSTRATIVE SECTION AT SLOPED PLANTING FACING DRIVE LANES



- ① Landscape planting on earthen berms
- ② 10' multi use path
- ③ Graphic crosswalk
- ④ 4' Feature wall (partially retaining + static elevation)
- ⑤ 4'-8' Gateway wall (sloped)
- ⑥ Retaining feature wall (sloped)
- ⑦ Future potential right-in-right-out intersection
- ⑧ Future potential pedestrian connection to development

- ⑨ Connection plaza with special paving, seating + trash receptacle
- ⑩ Drainage swale/retention
- ⑪ Turf restoration
- ⑫ Raised median with trees and native + adapted grasses/ shrubs
- ⑬ Bus pull out and plaza with seating
- ⑭ Low groundcover planting
- ⑮ Proposed right-in-right-out at city centre
- ⑯ Future potential cafe seating / active frontage

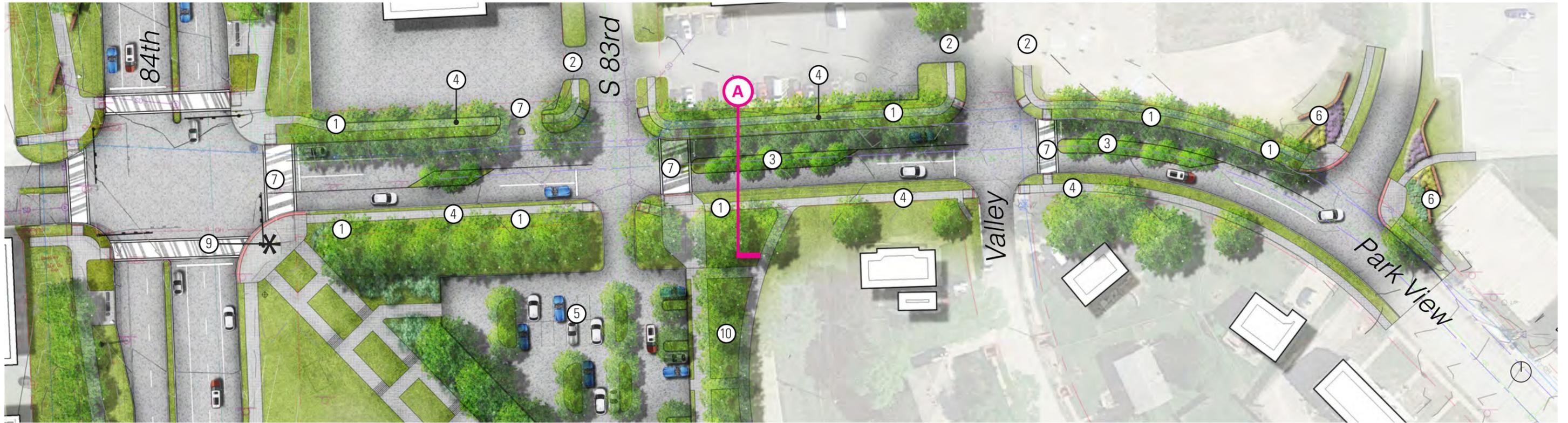
- ⑰ ADA accessible ramp
- ⑱ Parking lot screen (shrubs and 4' wall)
- ⑲ Pedestrian light pole and LED fixture
- ⑳ Existing automobile light pole with LED fixture
- ㉑ Roadway bridge at Thompson Creek
- ㉒ Overhead bridge icon
- ㉓ Footbridge at connection to Civic Center Park/ pool
- ㉔ Future potential full-movement intersection

- ㉕ Path provides access to park level from street
- ㉖ Viewing platform with seating at park interface
- ㉗ Lengthened turn pocket at Harrison
- ㉘ Proposed 3-way intersection at City Centre
- ㉙ Deciduous street tree



KEY MAP (NOT TO SCALE)





INTERSECTING STREETS

PARK VIEW BOULEVARD

Intersecting with 84th, Park View Boulevard and Brentwood Drive are opportunities to extend improvements to prominent corridors in La Vista's central city core.

ICONS AND MESSAGING

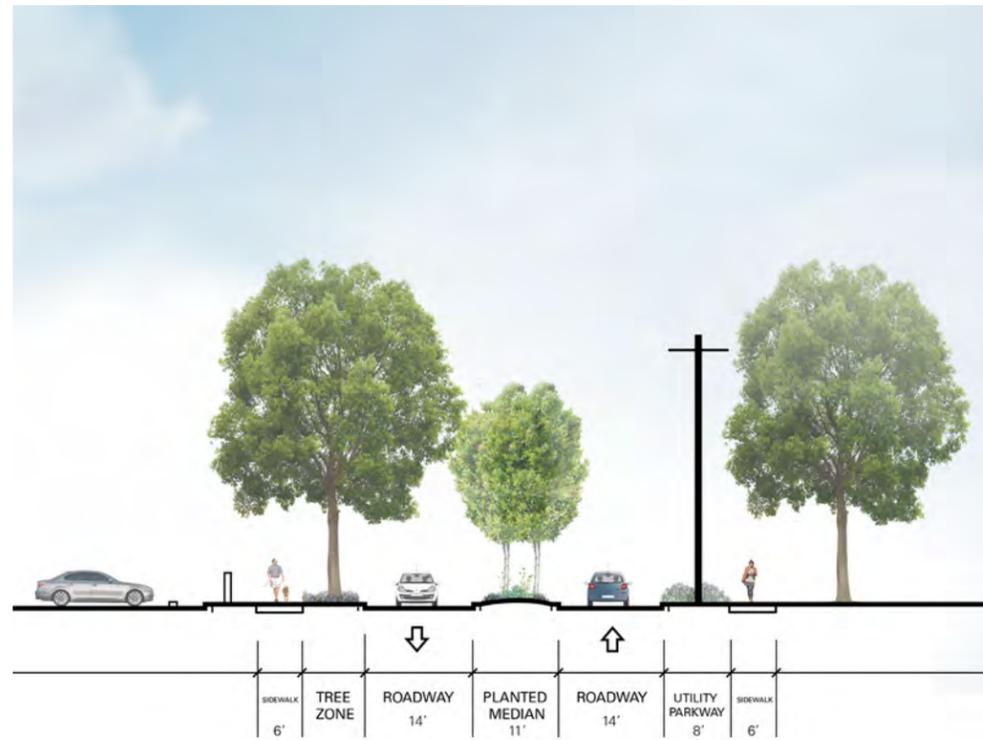
Entering from 84th Street, Park View Boulevard is the grand entrance to the civic and municipal hub of La Vista. Flanked by shade trees on both sides and a central median with ornamental planting, visitors are greeted with a new entry monument entering City Hall at Gertude.

PEDESTRIAN EXPERIENCE

Sidewalks are widened to six feet. Where possible, trees are added between the detached sidewalk and the road. Along the Civic Center Park frontage, shade trees align at the back of sidewalk, avoiding utilities.

INFRASTRUCTURE

The section of Park View from 84th Street to City Hall is a complete reconstruction and includes major changes to the road alignment and control of driveway access.



A ILLUSTRATIVE SECTION AT PARK VIEW BLVD



KEY MAP (NOT TO SCALE)

- ① Vehicular access removed
- ② Vehicular access provided
- ③ Landscape median with ornamental trees
- ④ 6' detached sidewalk
- ⑤ Future Civic Center Park parking lot
- ⑥ Entry monument/ feature walls
- ⑦ Graphic crosswalk
- ⑧ Right-in/right-out access
- ⑨ Icon monument at park
- ⑩ Garden connection to park



INTERSECTING STREETS

BRENTWOOD DRIVE

ICONS AND MESSAGING

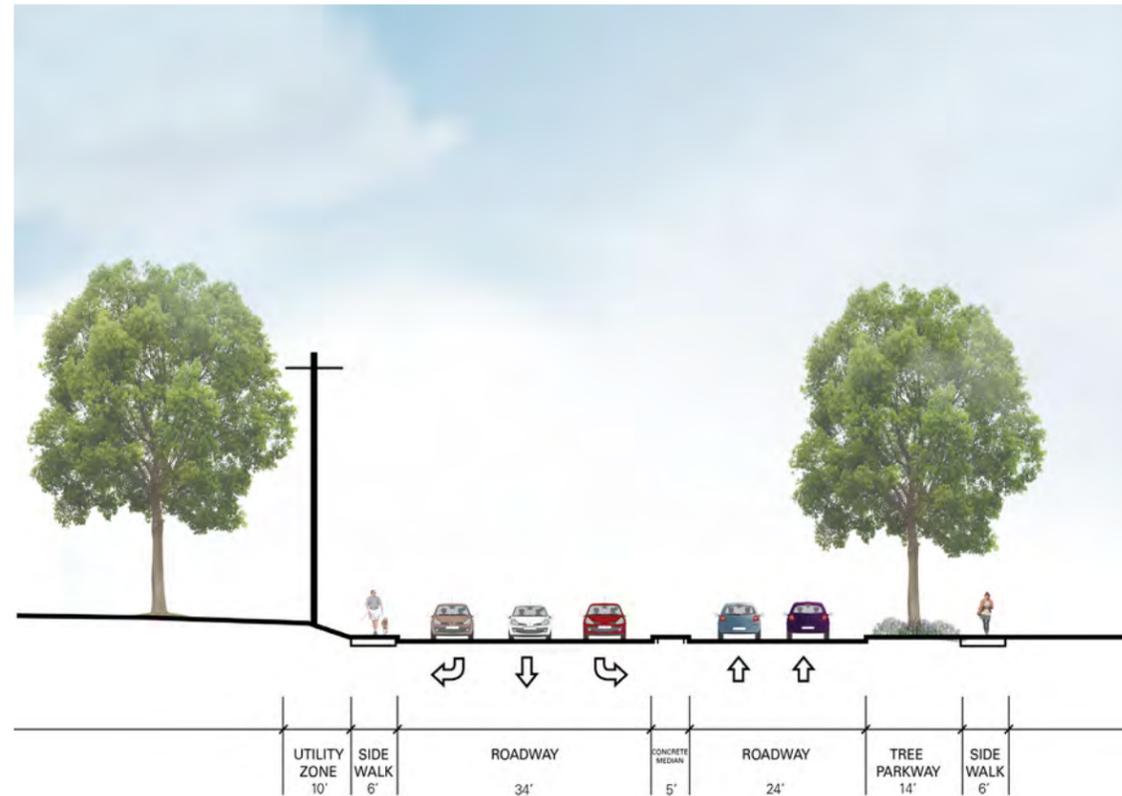
Brentwood Avenue is the future gateway to a potential new retail and mixed-use project at Brentwood Square.

PEDESTRIAN EXPERIENCE

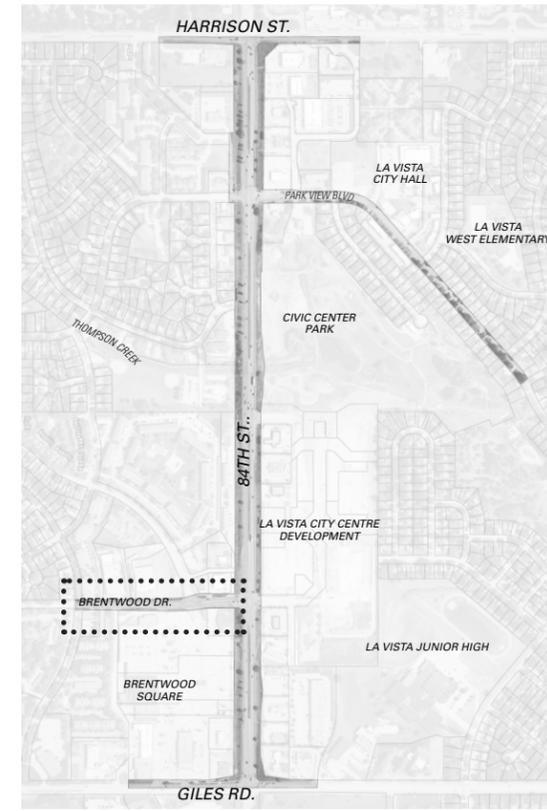
Because of the right-of-way available and location of existing overhead utilities, sidewalks are attached to the roadway and widened to six feet. Where possible, detached sidewalks with shade trees are provided. Ornamental trees are recommended on the adjacent properties.

INFRASTRUCTURE

The extent of improvements along Brentwood are largely limited to the back of curb. Driveway access to the street is managed in order to allow for a more consistent canopy of trees.



A ILLUSTRATIVE SECTION AT BRENTWOOD AVE



KEY MAP (NOT TO SCALE) ①

- ① Vehicular access removed
- ② Vehicular access provided
- ③ Grass median
- ④ 6' attached sidewalk
- ⑤ 6' detached sidewalk
- ⑥ Shade trees
- ⑦ Graphic Crosswalk
- ⑧ Ornamental screen trees

PLANTING PALETTE

NATIVE AND ADAPTED COMMUNITIES

During the feedback period, the community showed a preference for planting in mass monoculture blocks rather than more of a meadow look with a lot of variation.

The approach to the 84th Street corridor planting design is to introduce a planting scheme that is high performing in roadway environments, provides year-round interest, and celebrates the ecology of Eastern Nebraska. This is accomplished with the definition of three essential planting zones along the corridor: the parkway canopy, the salt-tolerant rain garden, and the bunchgrass pollinator.

PARKWAY CANOPY

This zone forms the architecture of the street and gives meaning and form to the parkway. When we look up, we see native and adapted hard-working street trees. These communities of giants, reminiscent of Eastern Nebraska's forests, provide habitat for migrant birds, insect pollinators, cavity nesting birds, game birds, and small mammals.

SALT-TOLERANT RAIN GARDEN

This zone brings plant diversity to the reallocated open drainage channels along the parkway. Plants are chosen specifically to tolerate the soil toxicity of salts used to keep they roadway safe during the winter months. This scheme recalls plants of the rare, native inland salt wetlands of Nebraska as well as known salt-tolerant cultivated plants. Hydrophilic and mesic varieties echo the painterly approach of the bunchgrass/pollinator scheme.

BUNCHGRASS/POLLINATOR

This zone is characterized by discrete, colorful monoculture 'drifts'. Seasonal color bursts throughout the summer with a robust blooming program anchored by the pervasive architecture and year-round interest of ornamental grasses. This zone heavily borrows from the tallgrass prairie aesthetic that informs the composition and creates the ground plane of a reintroduced upland ecology.



PARKWAY CANOPY

Inspiration: Nebraska Oak Forest Ecosystem



SALT-TOLERANT RAIN GARDEN

Inspiration: Nebraska Inland Saltwater Ecosystem



BUNCHGRASS/POLLINATOR

Inspiration: Nebraska Tallgrass Prairie Ecosystem



BUR OAK
quercus macrocarpa



HACKBERRY
celtis occidentalis



KENTUCKY COFFEE
celtis occidentalis



HONEY LOCUST
gleditsia triacanthos (cultivar)



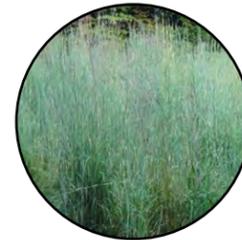
FRONTIER ELM
ulmus 'frontier'

PRINCIPLE PLANTINGS

These hard-working plants anchor the planting scheme on the corridor. Each variety can be appreciated in multiple seasons throughout the year.



FESCUE SEDGE
carex brevior



BIG BLUESTEM
celtis occidentalis



SHENANDOAH SWITCHGRASS
panicum virgatum 'shenandoah'



DOGWOOD
cornus 'arctic fire'



SIBERIAN IRIS
iris 'caesar's brother'



BLUE CARDINAL FLOWER
lobelia siphilitica



NODDING ONION
allium cernuum



HAMELIN FOUNTAIN GRASS
pennisetum alopecuroides



MAIDEN GRASS
miscanthus sinensis



FEATHER REED GRASS
calamogrostis brachyticha



NORTHWIND SWITCHGRASS
panicum virgatum 'northwind'



YARROW
achellia millefolium



LITTLE JOE PIE
Eupatorium dubium 'little joe'



RUSSIAN SAGE
perovskia atriplicifolia



LAVENDER
lavendula angustifolia



CATMINT
nepeta 'walker's low'



MATERIALS, FURNITURE, AND SIGNAGE

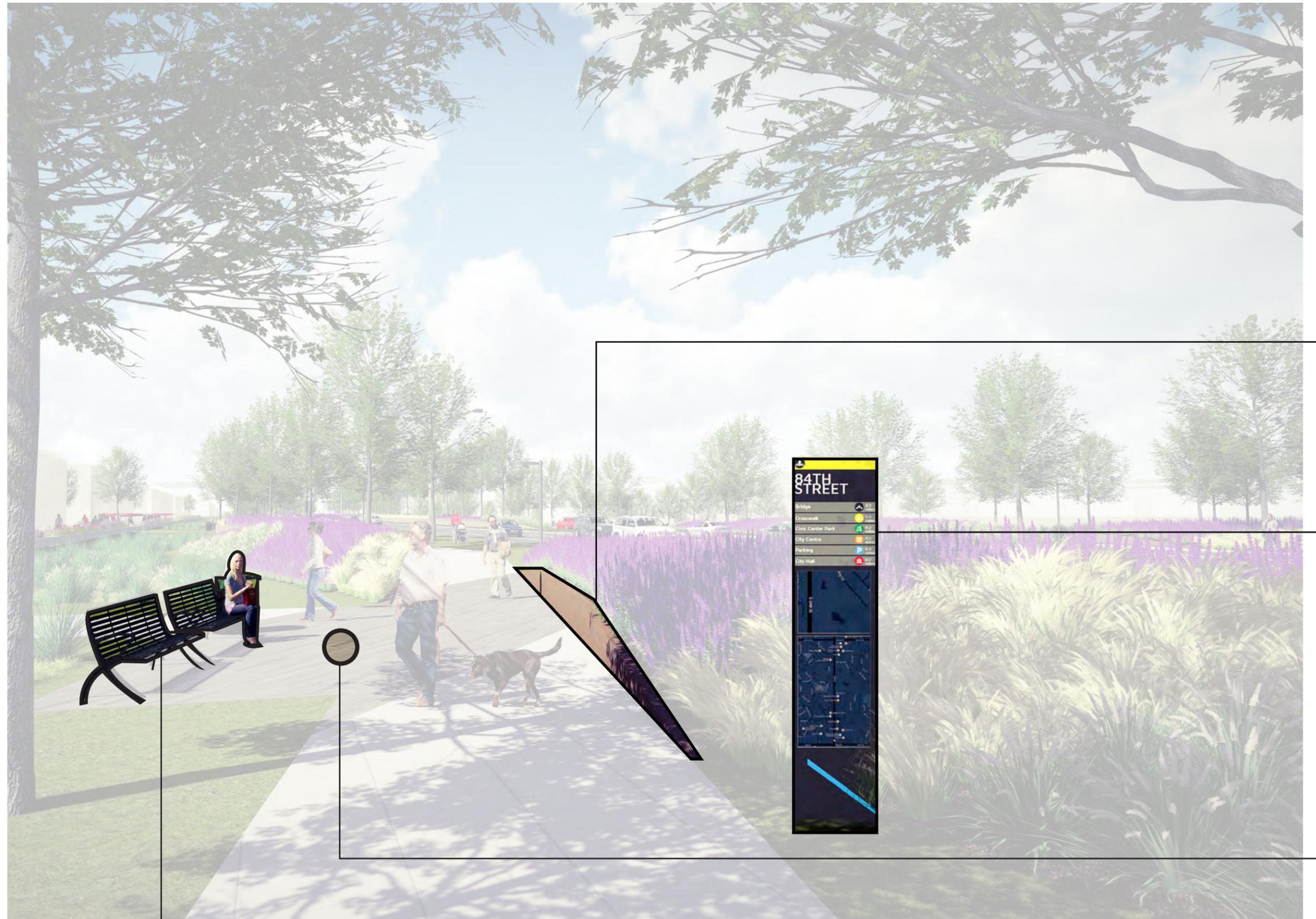
COMFORTABLE, NATURAL, TIMELESS

After receiving feedback from the second public meeting regarding material and stylistic choices for the finish of the corridor, it became evident the community preferred a timeless, comfortable aesthetic. This feedback informs the initial material, furnishing, and signage ideas presented here.

A new signage family that is compatible with all MUTCD-regulation signage and designed can complement the overall vision for 84th Street as the central city core. A new wayfinding family can serve as a key element to improve the user experience and city branding through 84th Street and to invite residents and visitors to engage with the mixed-use development along the street and throughout the city. This can be accomplished through design details such as color, material, finish, structure and forms. Illumination can be added to the system that will create an engaging atmosphere in the evening and at night. The following signage family contains the elements which are to be considered:

- City monument sign
- City landmark sign (city elements)
- Vehicular directional sign (retail and destinations)
- Pedestrian/cyclist directional sign
- Light pole banners (city event, culture, history, etc)
- Street information sign (speed limit, safety information, etc.)
- Bus/Metro station sign

Initial ideas are shown here, however, the actual wayfinding and signage will reflect the rebranding which is part of a larger City-wide effort outside the scope of the 84th Streetscape project.



PRAIRIE AGATE PATTERN



EMBOSS + RELIEF



COLOR, TEXTURE + CONSTRUCTION



WALL MATERIALS

Wall materials take inspiration from local geology while considering construct ability and durability. Form-lined concrete can have the appearance of natural stone at a fraction of the cost.

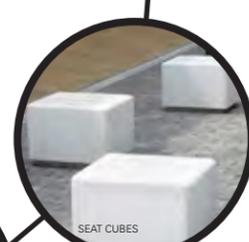
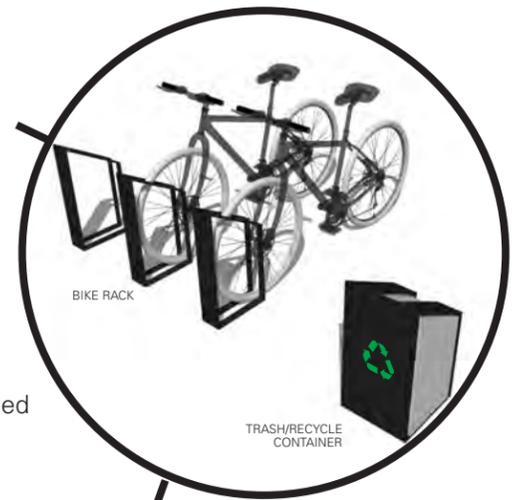


WAYFINDING + SIGNAGE

A unified concept for signage creates a much more legible environment for users.

DESIGN MOTIF

Thematic motifs established by a cohesive brand and message could tie street elements together.



SPECIAL PAVING

Muted, refined paving subtly signifies plazas and gathering areas.



FURNITURE

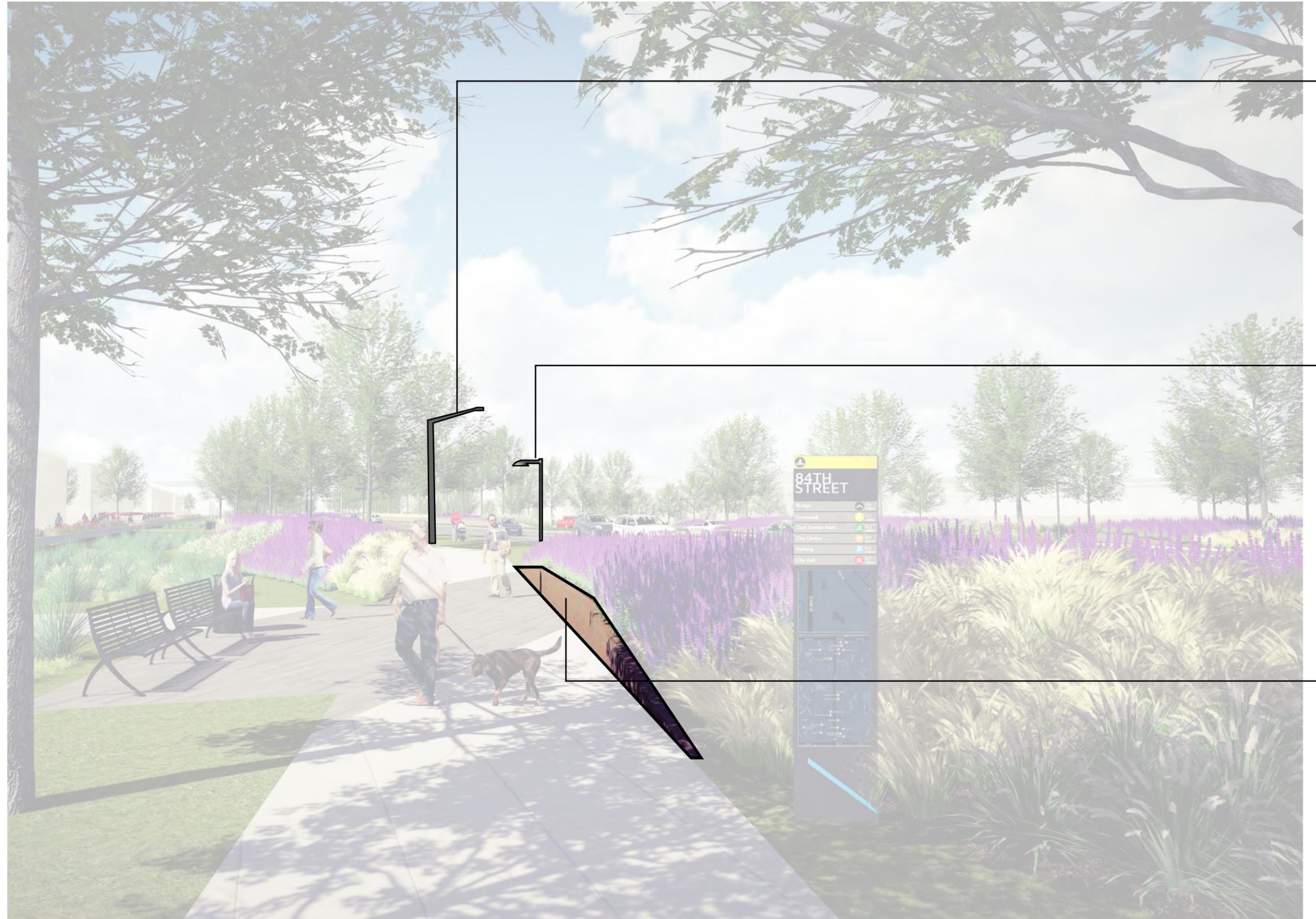
Timeless furniture and amenities bring a more comfortable pedestrian experience.

LIGHTING

SAFE, SECURE, COMFORTABLE

The lighting along 84th Street will be crucial to extending the use of the street into the evening. A cohesive lighting strategy will increase a sense of overall safety and security as well as complement the furnishing and materials to help add to a new civic identity.

Using the latest in high-efficiency LED technology in the streetscape reduces the amount of energy used and maintenance costs. Fixtures provide a warm, comfortable color temperature and minimize the amount of light spill and glare. Principles of good lighting design create an inviting atmosphere in the evening and include several strategies to provide multiple sources that achieve a more ambient lighting condition. Key strategies are outlined here.





CANDELA ROADWAY FIXTURE
LANDSCAPE FORMS

ROADWAY LIGHTING

Roadway lighting complements the pedestrian fixtures with a sleek architectural character. LED fixtures provide more even spread on the roadway with a particular focus on safety at intersections.



LEO PEDESTRIAN FIXTURE
LANDSCAPE FORMS

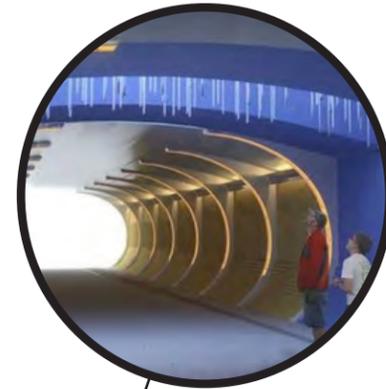
PEDESTRIAN LIGHTING

The pedestrian experience is enhanced along the parkway trail with strategically placed pedestrian poles and fixtures that provide a warm overhead glow.



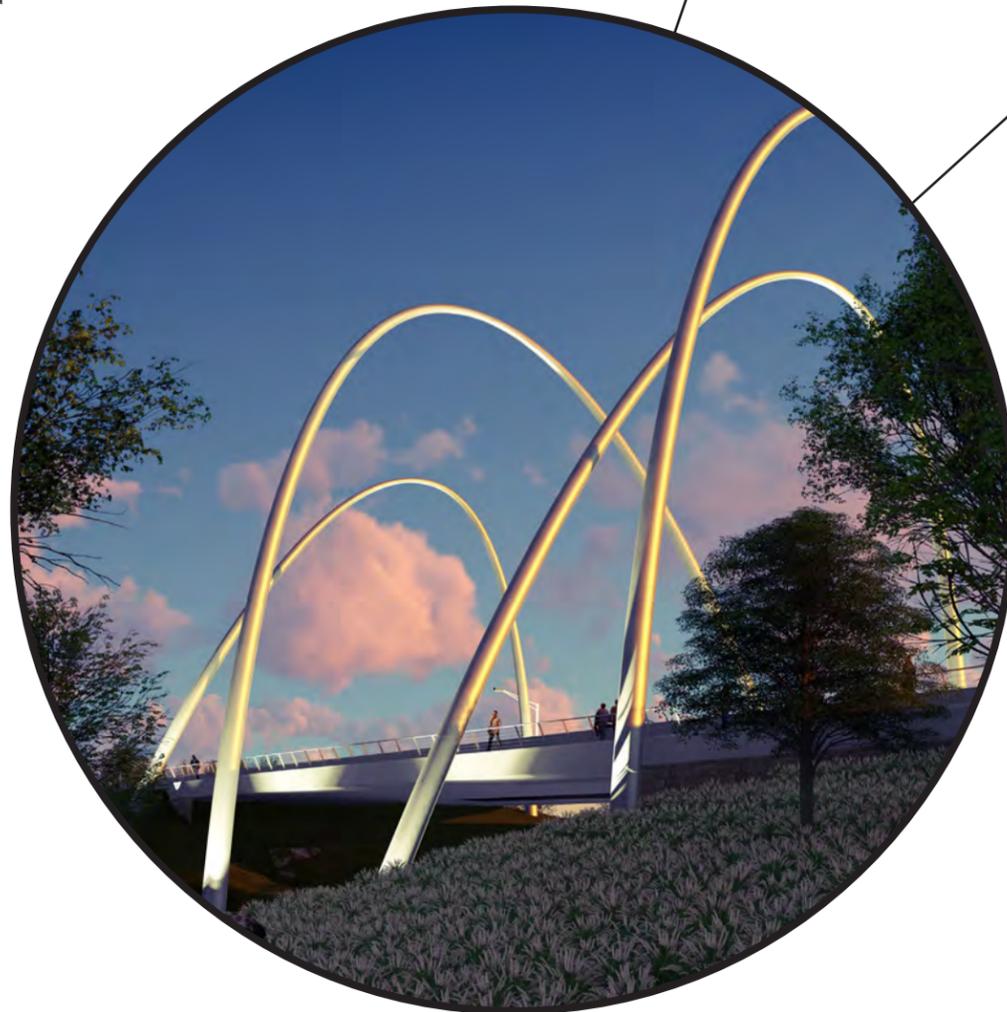
WALL UPLIGHTING

The signature walls along the corridor are uplit by LED strip lighting. This highlights the architecture of the walls and provides a comforting, ambient glow from the sides of the path where the walls are present.



BRIDGE LIGHTING

Lighting of the deck and overhead icon capture the form and function of the bridge at Thompson Creek in the evening and at night. A comprehensive approach to the lighting underneath the bridge enhances the experience and ensures a safe and comfortable atmosphere for evening park users.



ON SITE WATER

WATER QUALITY AND IRRIGATION

WATER QUALITY

The current drainage system along 84th Street is rudimentary. It carries water via open drainage channels along the corridor from the roadway and, in some cases, adjacent development. The stormwater contributes to the Big Papillion-Mosquito watershed.

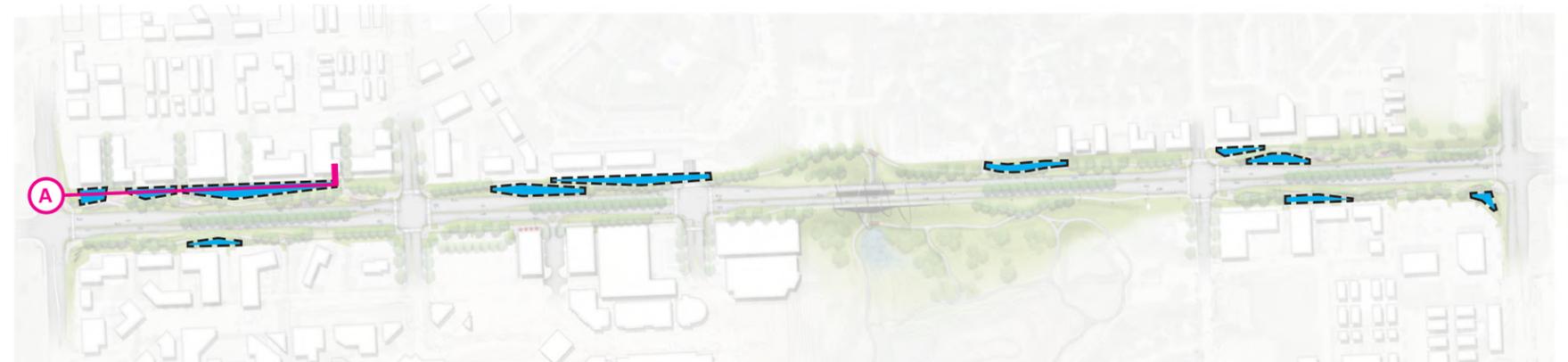
The vision of the proposed water quality design is to accommodate historic drainage patterns while providing infrastructure that encourages stormwater cleansing. To the extent possible, stormwater runoff is captured in a network of salt-tolerant rain gardens. The rain gardens are designed to temporarily hold and soak impervious stormwater runoff. As a best management practice, these rain gardens not only help clean stormwater runoff and add to the overall diversity of plant species within the corridor, they also help to reduce the effects of downstream washout and sedimentation.

In addition to the integration of rain gardens in the landscape design, the irrigation system also includes in-line fertilization systems that improve the soil conditions, specifically additives that help flush the salt from the soil. Plant nutrition and fertilizer is also introduced through the irrigation system to encourage plant growth and vitality.

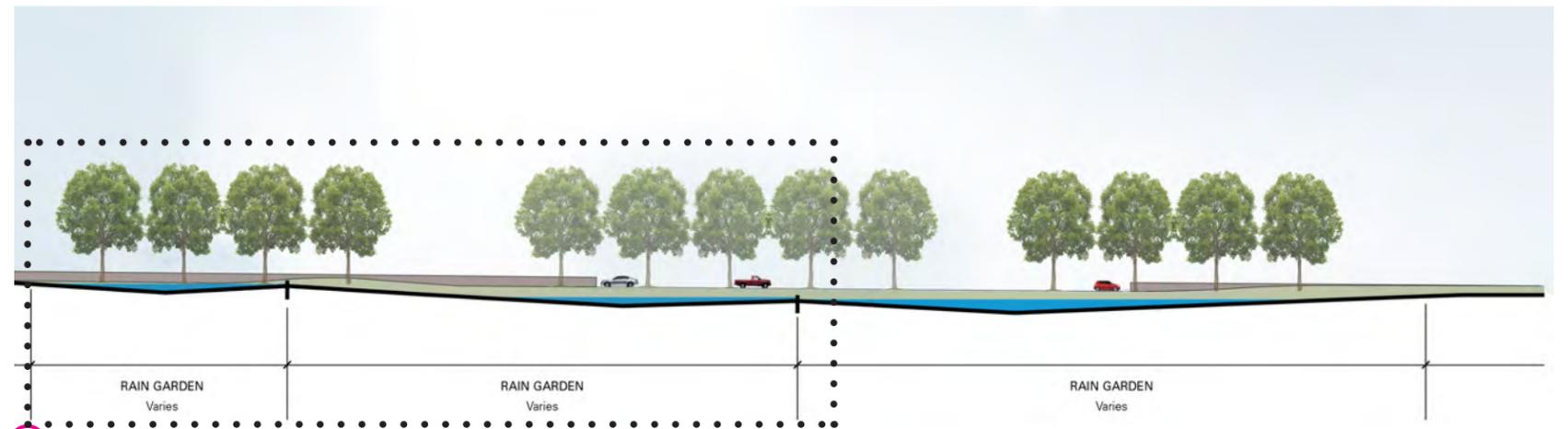
IRRIGATION SYSTEM

La Vista receives an average annual rainfall of 31" per year. This amount of rainfall is able to sustain a variety of plant life at maturity. Installation of efficient low water use drip irrigation systems within the project area help to protect the initial capital investment in plant materials as well as ease the burden of ongoing maintenance, both very important to the community.

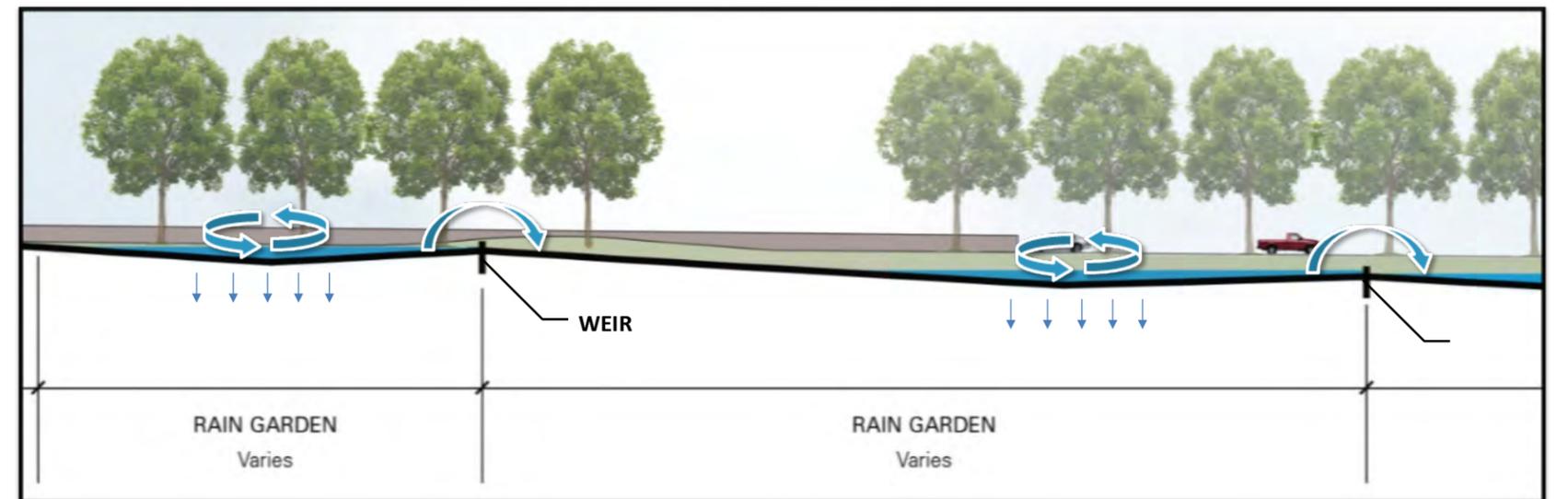
The proposed irrigation system design for the corridor is divided into four irrigation systems, separated by the major street crossings along 84th Street. Each system uses a potable tap sized to maintain an 8-hour per day watering window to minimize impact to the public use of the corridor amenities. Automatic, cloud connected irrigation controllers use local weather data to adjust the irrigation system run time in response to daily weather. Cloud connected capabilities allows maintenance staff to monitor the irrigation system performance from mobile and web based platforms. The controllers monitor the irrigation systems and alert staff of any mainline or lateral breaks, or other abnormal operating conditions to prevent water waste. Staff can also log repairs made and create irrigation based GIS maps for reference when locating equipment. Modeling and statistical features on each controller can build a history of water use to develop a baseline expected water use. Each system is protected by a master valve to prevent unrestricted flow in the case of a mainline break. Industry standard control valves, spray sprinklers, drip irrigation components and Class 200 PVC will be used in the construction of the system. In-line fertilization systems help to decrease salt bound in the soil as well as introduce nutrition for plant health. The irrigation system ensures that when natural precipitation is not adequate for the plant material it can provide additional water to protect the investment of the plant material.



RAIN GARDEN LOCATIONS



ILLUSTRATIVE LONGITUDINAL SECTION AT BRENTWOOD SQUARE

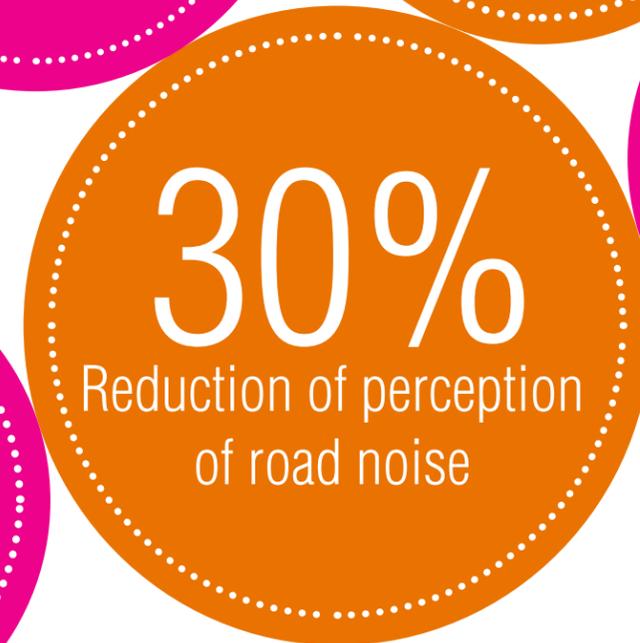
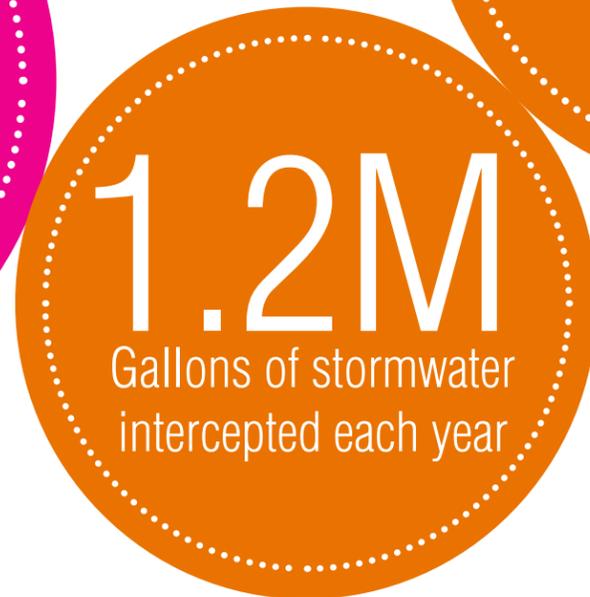
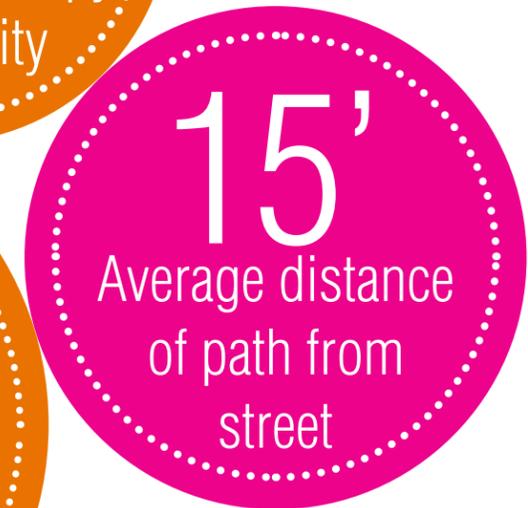


ILLUSTRATIVE LONGITUDINAL SECTION ENLARGEMENT AT BRENTWOOD SQUARE

PERFORMANCE METRICS

HOW DOES THE DESIGN OF 84TH STREET STACK UP?

Throughout the schematic design phase, the city and consultant team regularly referred to the initial goals of the project to ensure not only that they were being addressed, but that they produced tangible, quantifiable improvements to the corridor. Many of the recommended improvements have both environmental benefits while also benefiting the pedestrian experience. With a baseline (existing condition) that is currently focused almost exclusively on the conveyance of automobiles, the proposed design works harder to create a more comprehensive piece of infrastructure for the City of La Vista.



ANTICIPATED 84TH STREET PERFORMANCE METRICS



IMPLEMENTATION

IMPLEMENTATION

COST OPINION

The table below illustrates and opinion of probable cost for the 84th Streetscape project, including portions of Brentwood Drive and Park View Boulevard as defined in the exhibits herein. The amounts below are subject to change.

84th Street Streetscape - 84th Street Right-of-Way Improvements

Opinion of Probable cost

Schematic Design - Opinion of Probable Cost	% RANGE	% USED	COST	
84th Street, Brentwood and Park View				
ROW Acquisition			\$65,450	
Civil - roadway, grading and drainage improvements			\$5,856,668	
Landscape, irrigation and lighting			\$8,066,955	
Artistic overhead bridge structure			\$2,500,000	
SUBTOTAL			\$16,489,074	(A)
Additional Costs				
	% RANGE	% USED	COST	
survey, design and construction phase services	(8% to 12%) of (A)	8%	\$1,319,126	(B)
utility removal, replacements, or relocations	(15% - 30%) of (A)	15%	\$2,473,361	(C)
Misc Removals	(1-10%) of (C)	1%	\$24,734	(D)
General contingencies	(5%) of (A)	5%	\$824,454	(E)
SUBTOTAL (CONTINGENCIES)			\$4,641,674	
Construction Cost Opinion (rounded):			\$21,100,000	

Notes:

- all costs are provided as a rough order of magnitude to reflect a schematic design level of detail
- an appraisal and/or appraiser's opinion of ROW acquisition costs is recommended
- The artistic overhead bridge structure opinion of cost is an average cost based on other projects of similar nature and size . It is not based on engineering design research, but strictly publicized project costs. Establishing a budget and soliciting proposals is
- cost opinion assumes improvements within the ROW and easements only
- improvements to the roadway such as turn lanes, decel lanes, bus lanes, signals, or rehabilitation are not included
- all existing guardrail is assumed to remain in place
- all existing curb and gutter is assumed to remain in place, except where necessary to remove with proposed improvements
- all existing roadway asphalt assumed to remain in place, except where necessary to remove with proposed improvements

IMAGE SOURCES

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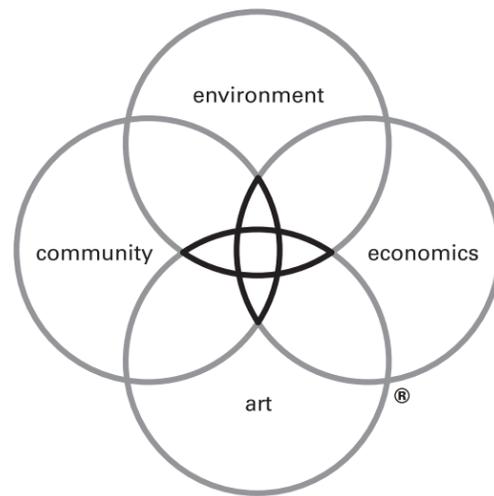
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Miela. *Miela Park Bench*. CityLife. <<http://www.smekabcitylife.se/produkter/stadsmobler/parkmobler/miela/>>

Jane Irwin Landscape Architecture. *Constitution Avenue*. Canberra, AU. Landezine. <<http://www.landezine.com/index.php/2017/04/constitution-avenue-canberra-by-jane-irwin-landscape-architecture/>>

Design Workshop. *Baton Rouge Greenway*. Baton Rouge, LA. Mark Bienvenu blog. <<http://www.msbphoto.com/blog>>



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We believe that when environment, economics, art and community are combined in harmony with the dictates of the land and needs of society, magical places result — sustainable places of timeless beauty, significant value and enduring quality, places that lift the spirit.

Design Workshop is dedicated to creating Legacy projects: for our clients, for society and for the well-being of our planet.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
STREET RENAMING – PART OF COTTONWOOD AVENUE (E AND W OF MAIN STREET) TO “BARMETTLER DRIVE”; LA VISTA CITY CENTRE SUBDIVISION	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to consider a request to rename that part of Cottonwood Avenue, located east and west from Main Street in the La Vista City Centre subdivision, to “Barmettler Drive.”

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and an ordinance prepared to consider a request to rename that part of Cottonwood Avenue, located east and west from Main Street in the La Vista City Centre subdivision, to “Barmettler Drive”. The renaming is intended to honor Joseph Barmettler, the City’s initial and long-serving city attorney, and keep the streets within the new City Centre unique to the development. The proposed change to “Barmettler Drive” was routed for comments to the City Engineer, the Public Works Department, Sarpy County 911 and the Police Department. No negative comments have been received to date.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO CHANGE THE NAME OF A PORTION OF COTTONWOOD AVENUE (EAST AND WEST FROM MAIN STREET), LOCATED IN THE LA VISTA CITY CENTRE SUBDIVISION, TO BARMETTLER DRIVE; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Section 1. Street Name Change. The name of a portion of Cottonwood Avenue (east and west from Main Street), originally established on the La Vista City Centre final plat, is hereby changed to Barmettler Drive.

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

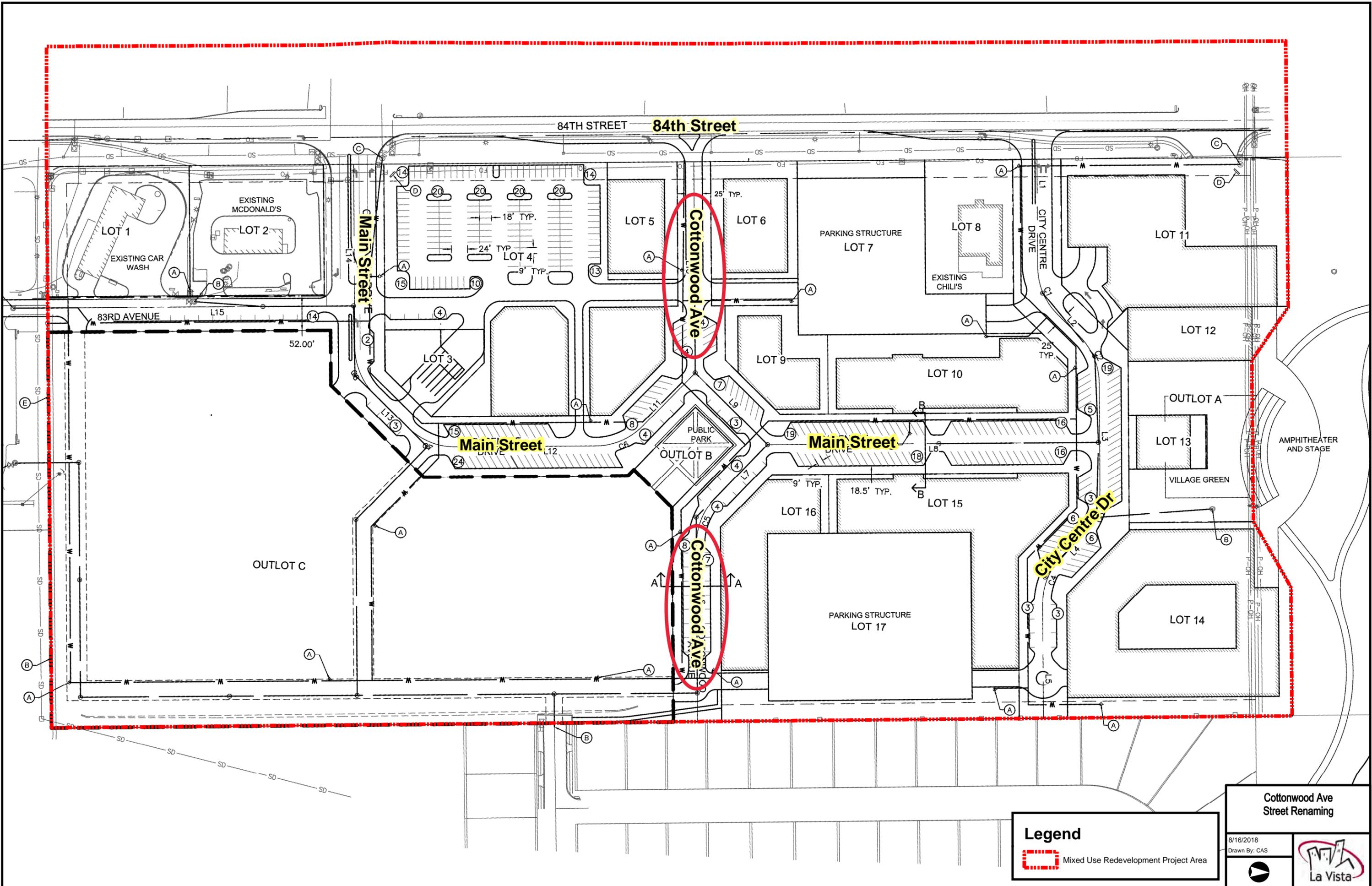
PASSED AND APPROVED THIS 21ST DAY OF AUGUST 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buehe, CMC
City Clerk



84TH STREET **84th Street**

Main Street

Cottonwood Ave

City Centre Dr

Main Street

Main Street

Cottonwood Ave

LOT 1

LOT 2

LOT 5

LOT 6

LOT 8

LOT 11

LOT 3

LOT 9

LOT 10

LOT 12

OUTLOT B

LOT 13

OUTLOT C

LOT 16

LOT 15

LOT 14

PARKING STRUCTURE LOT 17

AMPHITHEATER AND STAGE

VILLAGE GREEN

EXISTING MCDONALD'S

EXISTING CAR WASH

EXISTING CHILI'S

PUBLIC PARK

CITY CENTRE DRIVE

83RD AVENUE

52.00'

Legend

 Mixed Use Redevelopment Project Area

Cottonwood Ave Street Renaming

8/16/2018
Drawn By: CAS

 La Vista

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION TO AMEND PUD SITE PLAN – LB SOUTHWEST, LLC LOTS 1 AND 2, WOODHOUSE PLACE	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution prepared to approve amendments to the PUD Site Plan and Ordinance for Lots 1 and 2, Woodhouse Place to implement minor changes to the current site plan and allow for adjustments to sign requirements specific to this site. This property is located on approximately 30.67 acres of land, generally located southwest of the intersection of Giles Rd. and 144th St.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application to amend the PUD Site Plan and Ordinance, submitted by LB Southwest LLC, for approximately 30.67 acres platted as Lots 1 and 2, Woodhouse Place. The project is located southwest of the intersection of Giles Rd. and 144th St.

The application to amend the PUD Site Plan and Ordinance is comprised of a few minor required adjustments to the original site plan that were approved administratively as they were not considered “substantial” or “significant” per Section 5.15.05.13 of the Zoning Ordinance. The amendment to the PUD Site Plan and Ordinance also allows for modifications to sign regulations specific to this location to account for inherent topographical challenges at the site.

A detailed staff report is attached.

The Planning Commission held a public hearing on July 19, 2018 and unanimously voted to recommend approval of the amended PUD Site Plan and Ordinance, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning ordinance.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOTS 1 AND 2, WOODHOUSE PLACE, A SUBDIVISION LOCATED IN THE NE 1/4 OF SECTION 23, T14N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, LB Southwest, LLC, has made application for approval of an amendment to the planned unit development plan for Lots 1 and 2, Woodhouse Place; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the amended Planned Unit Development (PUD) plan for Lots 1 and 2, Woodhouse Place, located in the NE 1/4 of Section 23, T14N, R11E of the 6th P.M., Sarpy County, Nebraska, generally located southwest of 144th Street and Giles Road be, and hereby is, approved.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Planned Unit Development plan for Woodhouse Place (the "Woodhouse PUD") is hereby adopted for the following described real estate, to wit:

LEGAL DESCRIPTION

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The Woodhouse PUD is hereby adopted to provide for the development of planned automotive dealerships that will service not only the City, but also the surrounding market area. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

Unless a contrary intent is clearly indicated herein, the following words and phrases shall have the following meanings, regardless of whether or not capitalized:

- A. "Automotive Sales" shall mean shall mean the storage and display for sale or lease, and the actual sale or lease, of new or used motor vehicles, or any type of trailer (provided the trailer is unoccupied) at any one time, and where repair or body work is incidental to the operation of the new or used motor vehicle sales or leasing operations. Automobile sales shall includes all motor vehicle retail sales and leases including cars, SUV's, trucks, vans, recreational vehicles, boats, motorcycles or other similar motorized transportation vehicles.
- B. "Developer" shall mean LB Southwest, LLC, their successors and assigns.
- C. "Gateway Corridor District" or "La Vista Gateway Corridor District" shall mean the City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.
- D. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well landscaped pedestrian places, pools, pool decks and roof gardens.
- E. "Woodhouse PUD" shall mean the planned unit development that is subject to this Ordinance, as developed and approved, that outlines certain provisions for the development of the Subdivision and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.
- F. "Plat" or "the Plat," shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.
- G. "Woodhouse Place Design Guidelines" shall mean the specific guidelines jointly developed, agreed to and amended by Developer and City for the

Subdivision for the purpose, among others, of creating cohesiveness and ensure quality of materials, aesthetics and maintenance upon which all tenants and owners can rely and to ensure view continuity and creation of a sense of place through the use of common elements of site and architecture. A copy of the Woodhouse Place Design Guidelines is attached to this Woodhouse PUD as Exhibit "C".

- H. "Subdivision" shall mean the 30.67 acres of land described in Exhibit "A" hereto, to be known as "Woodhouse Place."

Section 4. Parcel Identification Map

Attached hereto and made a part of Woodhouse PUD for parcel delineation is the Parcel Identification Map for the Woodhouse PUD marked as Exhibit "B".

Section 5. Conceptual Site Plan

A conceptual site plan for each parcel shall be submitted to the City for approval prior to any lot development within said parcel.

Section 6. Building Design Guidelines and Criteria

A copy of the Woodhouse Place Design Guidelines in the form approved and amended by the City is attached to this Woodhouse PUD as Exhibit "C". All applications shall adhere to requirements of the approved Woodhouse PUD and Design Guidelines. Prior to issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria. The Woodhouse Place Design Guidelines shall take the place of Appendix A, B, and C of the City's Commercial Building Design Guide and Criteria dated September 17, 2013.

Section 7. Conditions

All uses within the Subdivision shall adhere to the underlying zoning district except as herein provided.

A. General Conditions

In addition, the following general site plan criteria shall be integrated into and made part of the Woodhouse PUD.

- i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this Woodhouse PUD and Woodhouse Place Design Guidelines.
- ii. Unless otherwise specified herein, the development of the Woodhouse PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

B. Land Use Design Criteria

Unless provided otherwise in this Woodhouse PUD, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate commercial zoning district shall apply to any development within Lots 1 and 2. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berming and landscaping.

- i. The intent of the design and layout of Lots 1 and 2, Woodhouse Place is to develop the site for motor vehicle sale and lease uses, with service and repair as an accessory use.

- a. Building Height. Permitted building heights shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.
- b. Building Setback. Building setbacks shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.
- c. Landscaping. Landscaping along Highway 50 (South 144th Street) and Giles Road and throughout the Subdivision shall be consistent with the PUD Site Plan map set, Exhibit "B" and the Woodhouse Place Design Guidelines, Exhibit "C". A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Woodhouse Place and its approved guidelines.
- d. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

C. Woodhouse Place Design Guidelines

The Woodhouse Place Design Guidelines take the place of Gateway Corridor District Design Guideline dated September 17, 2013.

D. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on lots in Lots 1 and 2 should be provided based on the aggregate ratio of one (1) off-street parking spaces per five hundred (500) square feet of gross floor area of improvements constructed on each lot, separate from those spaces dedicated to automotive sales inventory, unless off-site/public parking is utilized with approval of the city.

E. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified herein. To the extent that the provisions of Woodhouse PUD conflict with or are more restrictive than similar provisions provided in the La Vista Zoning Ordinance, the provisions of the Woodhouse PUD shall control.

This Ordinance recognizes that because of the size and scope of the project, and because access will be obtained to the development via large public arterial streets, the project has an extraordinary need for flexibility in the signage regulations applicable thereto. See the PUD Site Plan map set, Exhibit "B", for proposed site signage approximate locations.

- i. Center Identification Signs. Free standing buildings on Lot 1 may be allowed to advertise on one Center Identification Sign as depicted on Lot 2 of the PUD Site Plan.
- ii. Monument Signs. Free-standing buildings on Lot 1 may be allowed to advertise on Monument Signs as depicted on Lot 2 of the PUD Site Plan. The overall development shall be limited to no more than four monument signs, one for each building located on Lot 1 as depicted on the PUD Site Plan. Monument signs shall not exceed twenty-one (21) feet in height.
- iii. On-Site Directional Signs. On-Site Directional Signs, such as signs indicating exits, loading areas and parking areas, shall be consistent in design and color, or incorporate aesthetic features

- compatible with the architecture of the building, and shall not exceed six (6) square feet of sign area per sign. Freestanding On-Site Directional Signs shall not exceed three (3) feet in height.
- iv. Wall Signs. Free-standing buildings on Lot 1 are allowed a total of 2.5 square feet of wall signs per lineal foot of façade width on facades with frontage along a right-of-way to a maximum of 600 sq.ft.

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 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

EXHIBIT A

Lots 1 and 2, Woodhouse Place located in the N $\frac{1}{2}$, NE $\frac{1}{4}$, Section 23, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska.

EXHIBIT B

EXHIBIT C



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: PPUD-18-0003

FOR HEARING OF: August 21, 2018
Report Prepared on August 15, 2018

I. GENERAL INFORMATION

- A. APPLICANT:** LB Southwest, LLC
- B. PROPERTY OWNER:** LB Southwest, LLC
- C. LOCATION:** Southwest of the intersection of Giles Road and 144th Street (Highway 50).
- D. LEGAL DESCRIPTION:** Lots 1 and 2, Woodhouse Place
- E. REQUESTED ACTION(S):** Planned Unit Development (PUD) Site Plan and Ordinance amendment for Woodhouse Place
- F. EXISTING ZONING AND LAND USE:** C-3 Highway Commercial/Office Park District with a Gateway Corridor District (Overlay District) and a PUD Planned Unit Development District (Overlay District); construction underway for new car dealerships. I-1 Light Industrial District; Farm Implement Sales and Service use.
- G. PROPOSED USES:** Amendment to PUD Site Plan and Ordinance for an automobile dealership to make minor changes to the site plan and to allow for adjustments to the sign requirements specific to this site.
- H. SIZE OF SITE:** 30.67 Acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The property is currently under construction with three of the four buildings underway. The land has a downward slope towards the north.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 - 1. **North:** C-1 Shopping Center Commercial District with a Gateway Corridor District (Overlay District); Vacant
 - 2. **East:** The Meadows Subdivision; R-1 Single Family Residential; Single Family Houses
 - 3. **South:** Lakeview South II; I-1 Light Industrial with a Gateway Corridor District (Overlay District); Various Light Industrial uses.

4. **West:** Chalco Hills Recreation Area; AG Agricultural (Sarpy County); Dam site

C. RELEVANT CASE HISTORY:

1. City Council approved of an amendment to the Plat, the PUD, and the CUP for this project on April 4, 2017.

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 amendments have no expected impacts to the traffic or access aspects related to this development from what was approved with the original plat, PUD, and CUP on April 4, 2017.

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

IV. REVIEW COMMENTS:

1. The applicant, LB Southwest LLC, has submitted a request for an amendment to the PUD Site Plan and Ordinance to make minor changes to the site plan and to allow for adjustments to the sign requirements specific to this site.

During the construction process minor issues with the approved PUD Site Plan required adjustments that were approved administratively as they were not considered “substantial” or “significant” as per Section 5.15.05.13 of the Zoning Ordinance. However, the cumulative changes are being depicted through this PUD Site Plan amendment to bring the entire plan up to date.

2. The applicant is requesting adjustments to signage requirements through the PUD Ordinance to allow for greater visibility due to topographic issues with the site. Specifically, the applicant is requesting a maximum height for monument signs of 21 feet due to topographical fall of the land from 144th Street to the closest point where monument signage is allowed. The current allowed maximum height for monument signs is 10 feet.

Additional adjustments to the computation of wall sign square footage and the allowance for directional signs is also included in the proposed amendment to the PUD Ordinance.

V. STAFF RECOMMENDATION:

Staff recommends approval of the PUD Amendment as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

VI. PLANNING COMMISSION RECOMMENDATION – CUP:

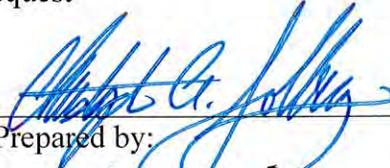
The Planning Commission held a public hearing on July 19, 2018 and voted 5-0 to recommend approval of the PUD Amendment as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

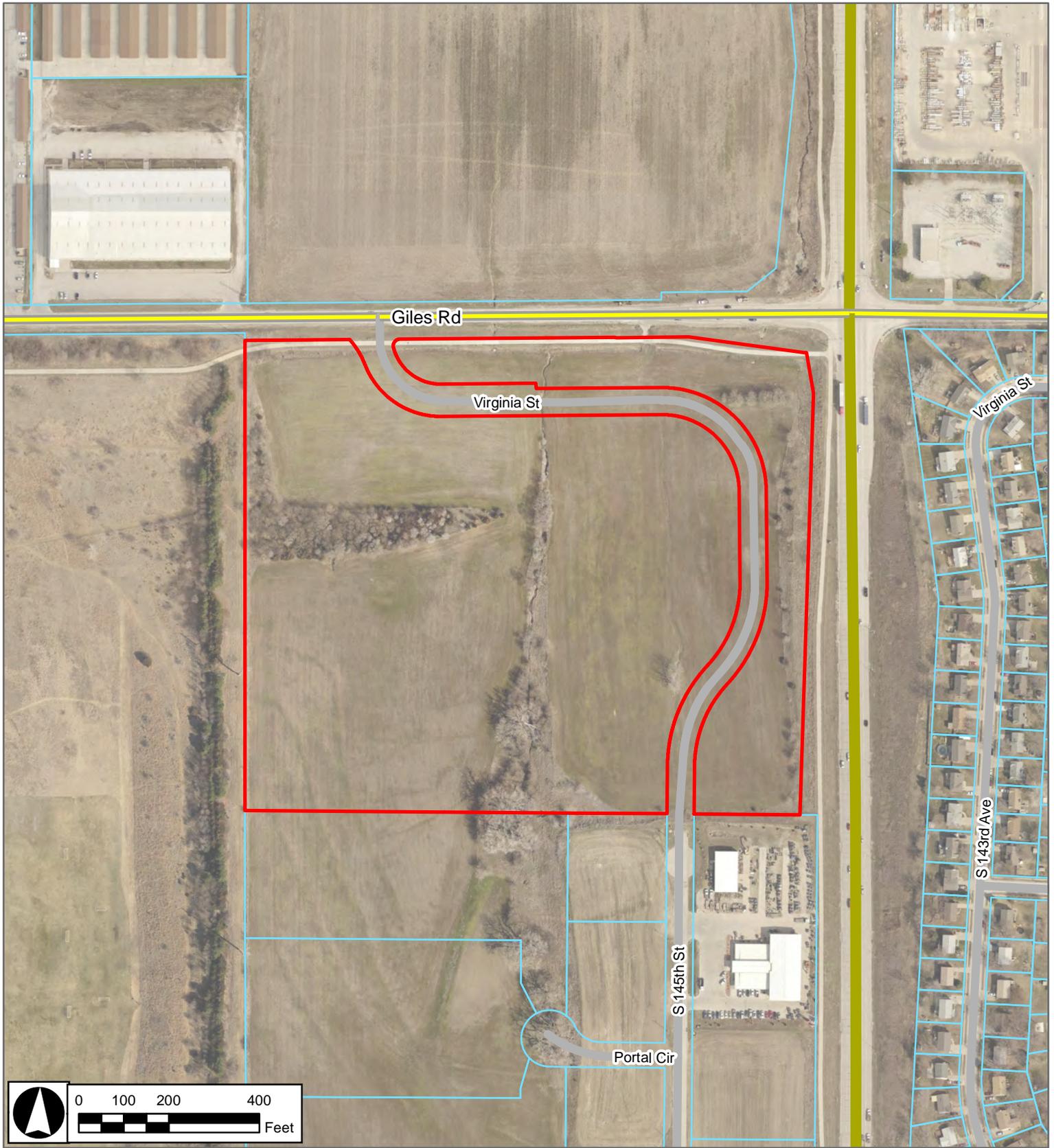
1. Vicinity Map
2. Staff Review Letter
3. Applicant Response Letter
4. Draft Amendments to the PUD Ordinance
5. PUD Site Plan Map Set

VIII. COPIES OF REPORT TO:

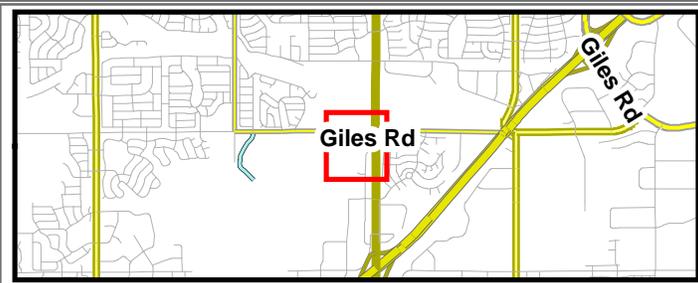
1. Paul Cech; LB Southwest, LLC
2. Michael McIntosh; Lamp, Rynearson & Associates, Inc.
3. Larry Jobeun, Esq.; Fullenkamp, Jobeun, Johnson & Beller, LLP
4. Public Upon Request


Prepared by: _____

Community Development Director
Date: 8-16-18



Project Vicinity Map



Woodhouse Place PUD Amendment

7/12/18
CRB





June 20, 2018

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

RE: Planned Unit Development (PUD) Amendment
Initial Review
Woodhouse Place

Mr. McIntosh,

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

Planned Unit Development

1. The proposed water quality basins should be shown on the PUD site plan. Just the outlines of the basins and the easement areas would be sufficient.
2. Any proposed outside dumpsters should be located on the PUD site plan. Previous communications indicated there would be one at the south end of the project.
3. The amendment should update the building configurations and sizes to the most current information, as there have been some changes since the initial PUD approval.
4. Based on the signage inquiries received for the development, staff is considering additional changes in relation to directional and wall signage. These will be reflected in the draft PUD Ordinance.

A draft revised PUD Ordinance will be provided to Fullenkamp, Doyle & Jobeun for review.

In order for the PUD to be considered for review at the July 19th Planning Commission meeting, revised documents will need to be provided for review. Please submit 4 full size copies (along with electronic copies) of the required documents by noon on June 27, 2018 to ensure that the application stays on track for the review by the Planning Commission in July.

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

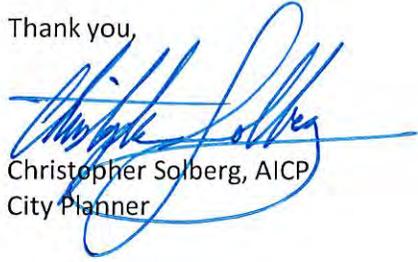
Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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

www.cityoflavista.org
info@cityoflavista.org

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

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg", is written over the typed name and title.

Christopher Solberg, AICP
City Planner

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



LAMP RYNEARSON

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

June 27, 2018

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

REFERENCE: Woodhouse Place
Planned Unit Development (PUD) Amendment
Initial Review
LRA Job No. 0116050.01-020

Dear Mr. Solberg:

Submitted herewith are our responses to the City of La Vista's comments from June 20, 2018 and 4 copies of the revised PUD Site Plan Exhibit for the Woodhouse Place PUD Amendment Initial Review.

GENERAL COMMENTS

1. The proposed water quality basins should be shown on the PUD site plan. Just the outlines of the basins and the easement areas would be sufficient.

RESPONSE: The water quality ponds have been indicated as requested.

2. Any proposed outside dumpsters should be located on the PUD site plan. Previous communications indicated there would be one at the south end of the project.

RESPONSE: The enclosed dumpster locations have been indicated as requested.

3. The amendment should update the building configurations and sizes to the most current information, as there have been some changes since the initial PUD approval.

RESPONSE: The building footprints shown on the updated site plan are current. If modifications to the Lincoln dealership are made, a future PUD minor amendment will be submitted prior to building permit.

4. Based on the signage inquiries received for the development, staff is considering additional changes in relation to directional and wall signage. These will be reflected in the draft PUD Ordinance.

RESPONSE: Understood.

LAMP RYNEARSON COMPANIES



Woodhouse Place
Planned Unit Development (PUD) Amendment
Initial Review
June 27, 2018
Page 2 of 2

Please call if you have any questions or concerns regarding this submittal.

Sincerely,

LAMP RYNEARSON



Rob Vanderveen, P.E.
Senior Project Engineer

Enclosure

c w/enc: Ann Birch
 John Kottmann

cm\L:\Engineering\0116050 Woodhouse Auto 144th Giles\ADMIN\RSP Solberg 180627.docx

ARCHITECT
BVH ARCHITECTURE
 901 JONES STREET
 OMAHA NE 68102
 V 402 345 3060
 F 402 345 7871
 bvh.com

GENERAL CONTRACTOR
LUEDER CONSTRUCTION
 9999 J STREET
 OMAHA NE 68127
 V 402 339 1000
 www.lueder.com

STRUCTURAL ENGINEER
LANGE STRUCTURAL GROUP
 3616 POTOMAC LANE
 LINCOLN NE 68516
 V 402 421 9540
 www.langestructuralgroup.com

MEP ENGINEER
MORRISSEY ENGINEERING
 4640 N 118 STREET
 OMAHA NE 68134
 V 402 491 4144
 www.morrisseyengineering.com

CIVIL ENGINEER
LAMP RYNEARSON & ASSOCIATES
 14710 W DODGE ROAD #100
 OMAHA NE 68154
 V 402 496 2498
 www.lra-inc.com



REVISIONS SCHEDULE		
MARK	DATE	DESCRIPTION

WOODHOUSE PLACE - EAST LOT SITE PACKAGE

PROJECT: 17163 DATE: MAY 17, 2018
© COPYRIGHT BAH ARCHITECTURE

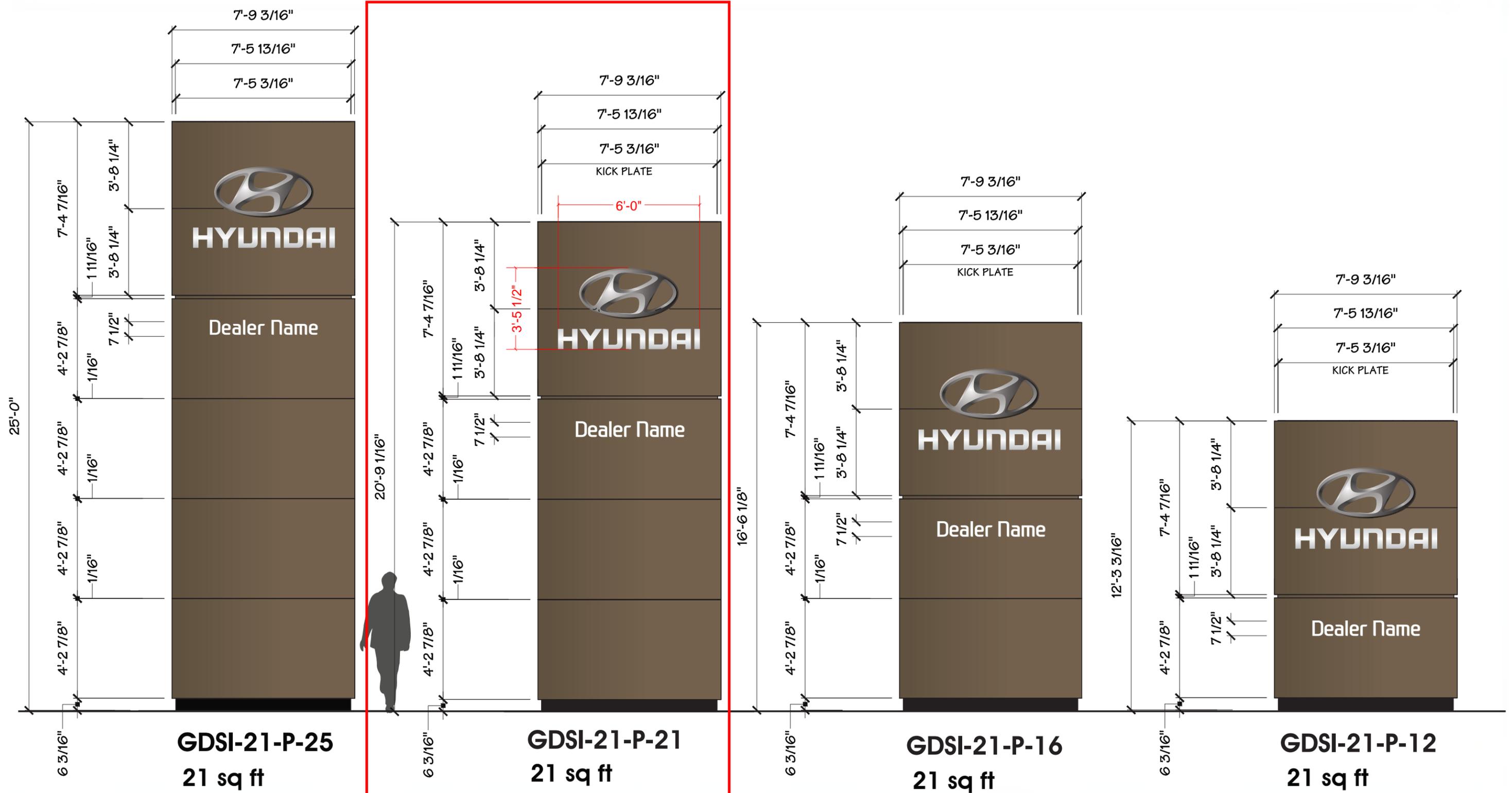
DRAFT

SITE PHOTO OVERLAY

SIGN



PHOTO OVERLAY (NOT TO SCALE)

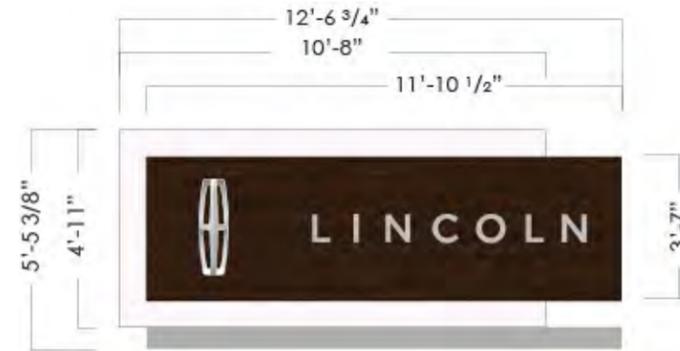
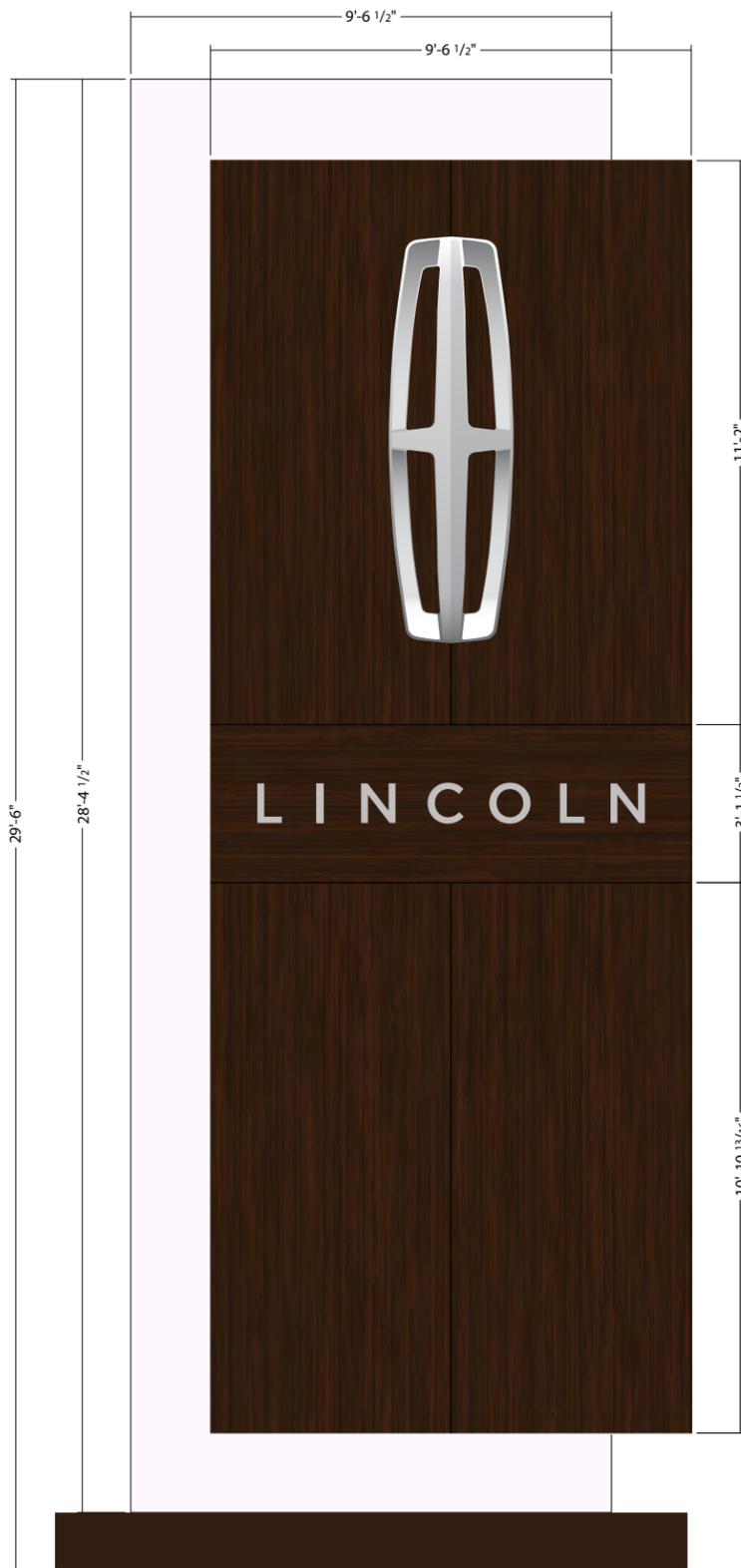


Revised: July 10, 2018

1/4"=1'



LINCOLN - Family of Signs



LINCOLN - 16' Pylon Sign

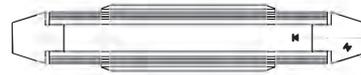


Project Title
MAZDA

Date **05.10.16**

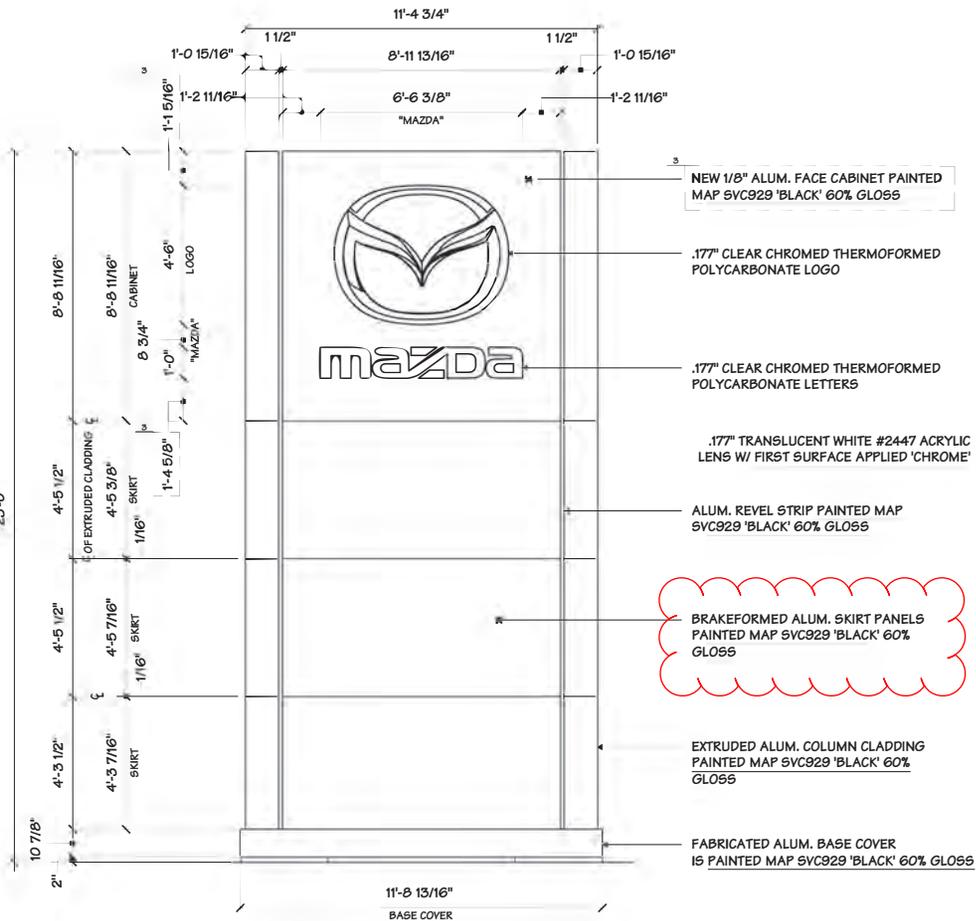
AGI EoR **M. ALAMELDIN**
 Lead Drafter **NJC**
 Drawn By **DDS/NJC**
 Project Mgr. **A. ISBELL**

General Sign Specifications
 Interior Exterior
 Single Faced Double Faced
 Non-Illuminated
 Illuminated
 X.X Volts 6.3 Amps(+/-)
 Location
 Windload 105 MPH / IBC 2012



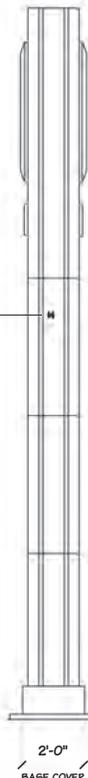
1 PLAN VIEW
 1 1/4" = 1' - 0"

FABRICATED ALUM. MOUNTING CABINET PAINTED MAP SVC923 'BLACK' 60% GLOSS
 ALUM. TOP PANEL PAINTED MAP SVC923 'BLACK' 60% GLOSS



2 FRONT ELEVATION
 1 1/4" = 1' - 0"

1'-7 7/8"
 8 5/16"
 ACRYLIC



3 SIDE VIEW
 1 1/4" = 1' - 0"

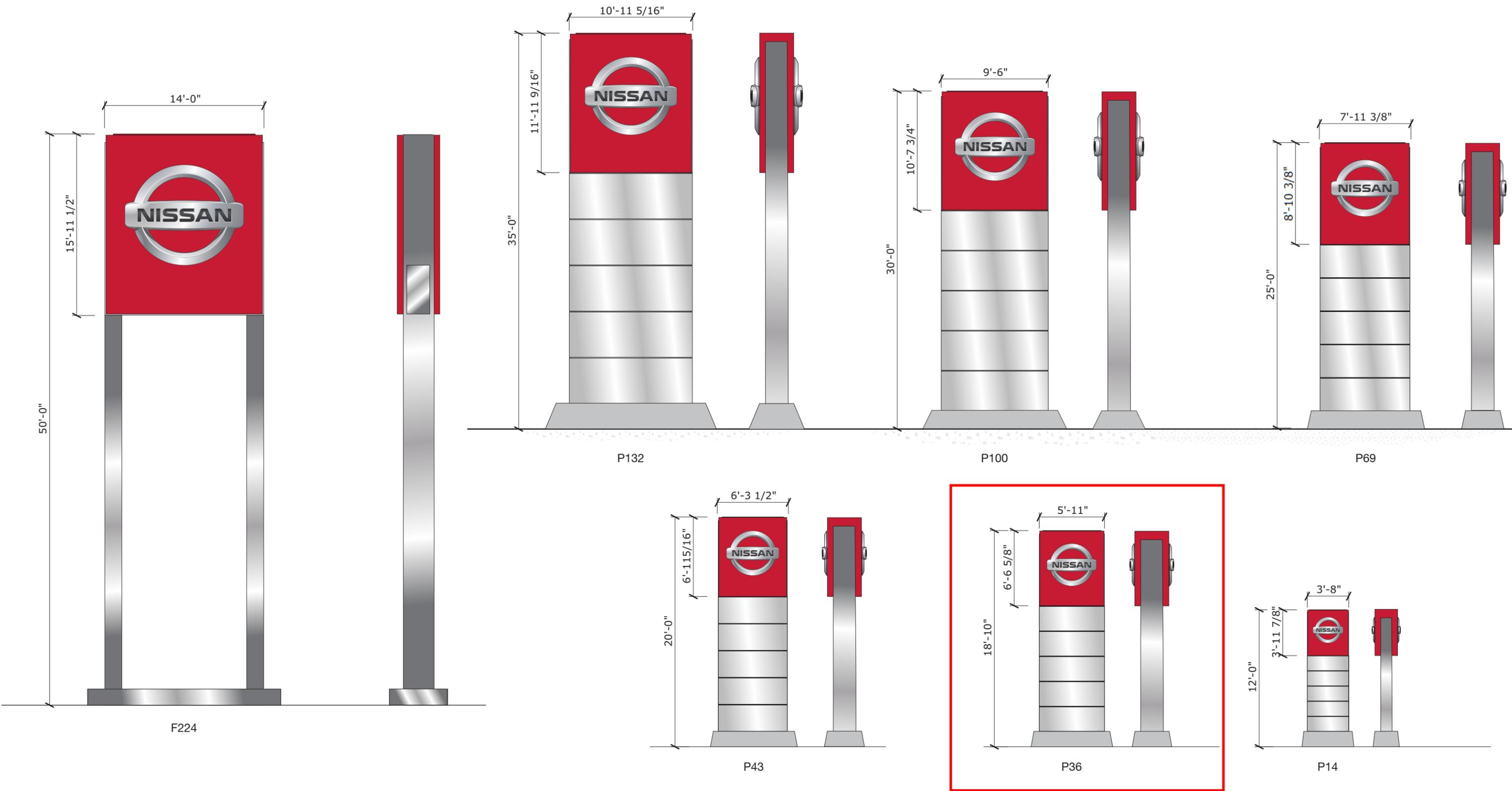
Note: Custom Signage, can be reduced to 20'-0" tall

Drawing Revisions	Change	Date	By
	06.03.17	06.03.17	NJC
	07.20.17	07.20.17	NJC
	07.25.17	07.25.17	NJC

UPDATED SHIPPING STAND AS TO SHIP IN ONE PIECE
 ADDED SPACER AND FOAM TAPE AND ALUM. ANGLE
 MOVED LOGO TO PROPER POSITION

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Code	Type
16064	A
Sign Type	PG. #:
P70A-23-CUST	1



■ NREDI 2.0 SIGN FAMILY- PYLON SIGNS

Drawn by: LCL
 Project Mgr: A. HILL
 Sheet Number: XXXXXXXXXX

Scale: 3/32" = 1'-0"
 Date Created: 05.03.16
 Date Revised: 10.04.16

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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- A. "Automotive Sales" shall mean shall mean the storage and display for sale or lease, and the actual sale or lease, of new or used motor vehicles, or any type of trailer (provided the trailer is unoccupied) at any one time, and where repair or body work is incidental to the operation of the new or used motor vehicle sales or leasing operations. Automobile sales shall includes all motor vehicle retail sales and leases including cars, SUV's, trucks, vans, recreational vehicles, boats, motorcycles or other similar motorized transportation vehicles.
- B. "Developer" shall mean LB Southwest, LLC, their successors and assigns.
- C. "Gateway Corridor District" or "La Vista Gateway Corridor District" shall mean the City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.

- D. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well landscaped pedestrian places, pools, pool decks and roof gardens.
- E. "Woodhouse PUD" shall mean the planned unit development that is subject to this Ordinance, as developed and approved, that outlines certain provisions for the development of the Subdivision and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.
- F. "Plat" or "the Plat," shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.
- G. "Woodhouse Place Design Guidelines" shall mean the specific guidelines jointly developed, agreed to and amended by Developer and City for the Subdivision for the purpose, among others, of creating cohesiveness and ensure quality of materials, aesthetics and maintenance upon which all tenants and owners can rely and to ensure view continuity and creation of a sense of place through the use of common elements of site and architecture. A copy of the Woodhouse Place Design Guidelines is attached to this Woodhouse PUD as Exhibit "C".
- H. "Subdivision" shall mean the 30.67 acres of land described in Exhibit "A" hereto, to be known as "Woodhouse Place."

Section 4. Parcel Identification Map

Attached hereto and made a part of Woodhouse PUD for parcel delineation is the Parcel Identification Map for the Woodhouse PUD marked as Exhibit "B".

Section 5. Conceptual Site Plan

A conceptual site plan for each parcel shall be submitted to the City for approval prior to any lot development within said parcel.

Section 6. Building Design Guidelines and Criteria

A copy of the Woodhouse Place Design Guidelines in the form approved and amended by the City is attached to this Woodhouse PUD as Exhibit "C". All applications shall adhere to requirements of the approved Woodhouse PUD and Design Guidelines. Prior to issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria. The Woodhouse Place Design Guidelines shall take the place of Appendix A, B, and C of the City's Commercial Building Design Guide and Criteria dated September 17, 2013.

Section 7. Conditions

All uses within the Subdivision shall adhere to the underlying zoning district except as herein provided.

A. General Conditions

In addition, the following general site plan criteria shall be integrated into and made part of the Woodhouse PUD.

- i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this Woodhouse PUD and Woodhouse Place Design Guidelines.
- ii. Unless otherwise specified herein, the development of the Woodhouse PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

B. Land Use Design Criteria

Unless provided otherwise in this Woodhouse PUD, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate commercial zoning district shall apply to any development within Lots 1 and 2. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berming and landscaping.

- i. The intent of the design and layout of Lots 1 and 2, Woodhouse Place is to develop the site for motor vehicle sale and lease uses, with service and repair as an accessory use.
 - a. Building Height. Permitted building heights shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.
 - b. Building Setback. Building setbacks shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.
 - c. Landscaping. Landscaping along Highway 50 (South 144th Street) and Giles Road and throughout the Subdivision shall be consistent with the PUD Site Plan map set, Exhibit "B" and the Woodhouse Place Design Guidelines, Exhibit "C". A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Woodhouse Place and its approved guidelines.
 - d. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

C. Woodhouse Place Design Guidelines

The Woodhouse Place Design Guidelines take the place of Gateway Corridor District Design Guideline dated September 17, 2013.

D. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on lots in Lots 1 and 2 should be provided based on the aggregate ratio of one (1) off-street parking spaces per five hundred (500) square feet of gross floor area of improvements constructed on each lot, separate from those spaces dedicated to automotive sales inventory, unless off-site/public parking is utilized with approval of the city.

E. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified herein. To the extent that the provisions of Woodhouse PUD conflict with or are more restrictive than similar provisions provided in the La Vista Zoning Ordinance, the provisions of the Woodhouse PUD shall control.

This Ordinance recognizes that because of the size and scope of the project, and because access will be obtained to the development via large public arterial streets, the project has an extraordinary need for flexibility in the signage regulations applicable thereto. See the PUD Site Plan map set, Exhibit "B", for proposed site signage approximate locations.

- i. Center Identification Signs. Free standing buildings on Lot 1 may be allowed to advertise on one Center Identification Sign as depicted on Lot 2 of the PUD Site Plan.
- ii. Monument Signs. Free-standing buildings on Lot 1 may be allowed to advertise on Monument Signs as depicted on Lot 2 of the PUD Site Plan. The overall development shall be limited to no more than four monument signs, one for each building located on Lot 1 as depicted on the PUD Site Plan. Monument signs shall not exceed twenty-one (21) feet in height.
- iii. ~~Incidental-On-Site Directional Signs.~~ ~~Incidental-On-Site Directional Signs,~~ such as signs indicating exits, loading areas and parking areas, shall be consistent in design and color, or incorporate aesthetic features compatible with the architecture of the building, and shall not exceed six (6) square feet of sign area per sign. Freestanding On-Site Directional Signs shall not exceed three (3) feet in height.

iii.iv. Wall Signs. Free-standing buildings on Lot 1 are allowed a total of 2.5 square feet of wall signs per lineal foot of façade width on facades with frontage along a right-of-way to a maximum of 600 sq.ft.

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 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buehe, CMC
City Clerk

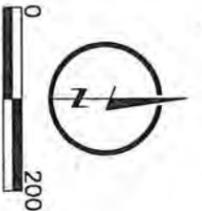
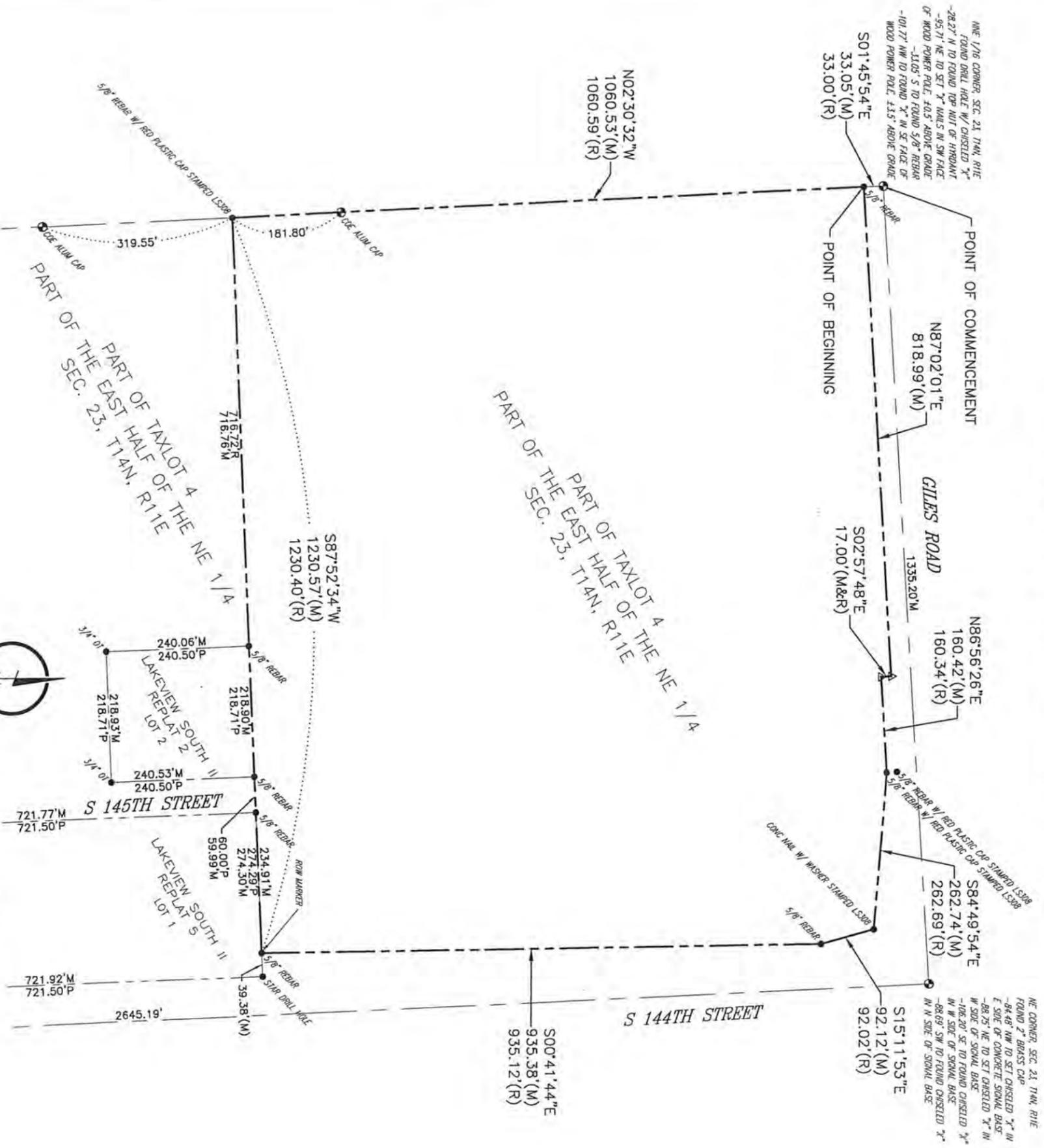
EXHIBIT A

Lots 1 and 2, Woodhouse Place located in the N $\frac{1}{2}$, NE $\frac{1}{4}$, Section 23, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska.

EXHIBIT B

EXHIBIT C

LAND SURVEYOR'S CERTIFICATE



LEGEND

- PROPERTY LINE
- SECTION CORNER
- △ CORNERS SET (5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS-561)
- CORNERS FOUND
- MEASURED DIMENSIONS
- PLAT DIMENSIONS
- RECORDED DIMENSIONS
- CORE OF ENGINEERS

LEGAL DESCRIPTION

PART OF TAXLOT 4 (FOUR) LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 COMMENCING AT A DRILL HOLE WITH CHISELED "X" AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;
 THENCE SOUTH 01°45'54" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83 2011 EPOCH) FOR 33.05 FEET ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER SAID SECTION 23, TO A 5/8" REBAR IN THE SOUTH RIGHT OF WAY OF GILES ROAD;
 THENCE NORTH 87°02'01" EAST FOR 818.99 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUISITION DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 2015-25778 RECORDED WITH THE SARPY COUNTY REGISTER OF DEEDS ON OCTOBER 20, 2014;
 THENCE SOUTH 02°57'48" EAST FOR 17 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE SOUTHWEST CORNER OF SAID RIGHT OF WAY ACQUISITION;
 THENCE NORTH 86°56'26" EAST FOR 160.42 FEET TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 AT THE SOUTHEAST CORNER OF SAID RIGHT OF WAY ACQUISITION;
 THENCE SOUTH 84°49'54" EAST FOR 262.75 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A CONCRETE NAIL WITH WASHER STAMPED LS 308 IN THE WEST RIGHT OF WAY LINE OF 144TH STREET;
 THENCE SOUTH 15°11'53" EAST FOR 92.12 FEET TO A 5/8" REBAR;
 THENCE SOUTH 00°41'44" EAST FOR 935.38 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR IN THE NORTH LINE OF LOT 1, LAKEVIEW SOUTH 2, REPLAT 5, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA;
 THENCE SOUTH 87°52'34" WEST FOR 1230.57 FEET ON THE NORTH LINE OF SAID LOT 1, AND ALSO LOT 2, LAKEVIEW SOUTH 2, REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA EXTENDED WEST TO THE WEST LINE OF SAID TAXLOT FOUR (4), TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 IN THE WEST LINE OF SAID TAXLOT 4, ALSO BEING IN THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;
 THENCE NORTH 02°30'32" WEST FOR 1060.53 FEET TO THE POINT OF BEGINNING. CONTAINS 1,320,338 SQUARE FEET OR 30.311 ACRES AS FIELD MEASURED.

LAND SURVEYOR'S CERTIFICATION

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

DATE OF SIGNATURE: 6-30-2016



LAMP RYNEARSON & ASSOCIATES

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027
www.LRA-inc.com

402.496.2498 | P
402.496.2730 | F

DRAWN BY RER

DESIGNED BY TLW

REVIEWED BY TLW

PROJECT - TASK NUMBER 0116050

DATE 6/29/16

BOOK AND PAGE

REVISIONS

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POINT OF COMMENCEMENT

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818.99'(M)

GILES ROAD

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S02°57'48"E
17.00'(M&R)

N86°56'26"E
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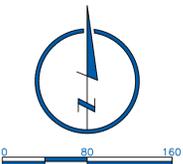
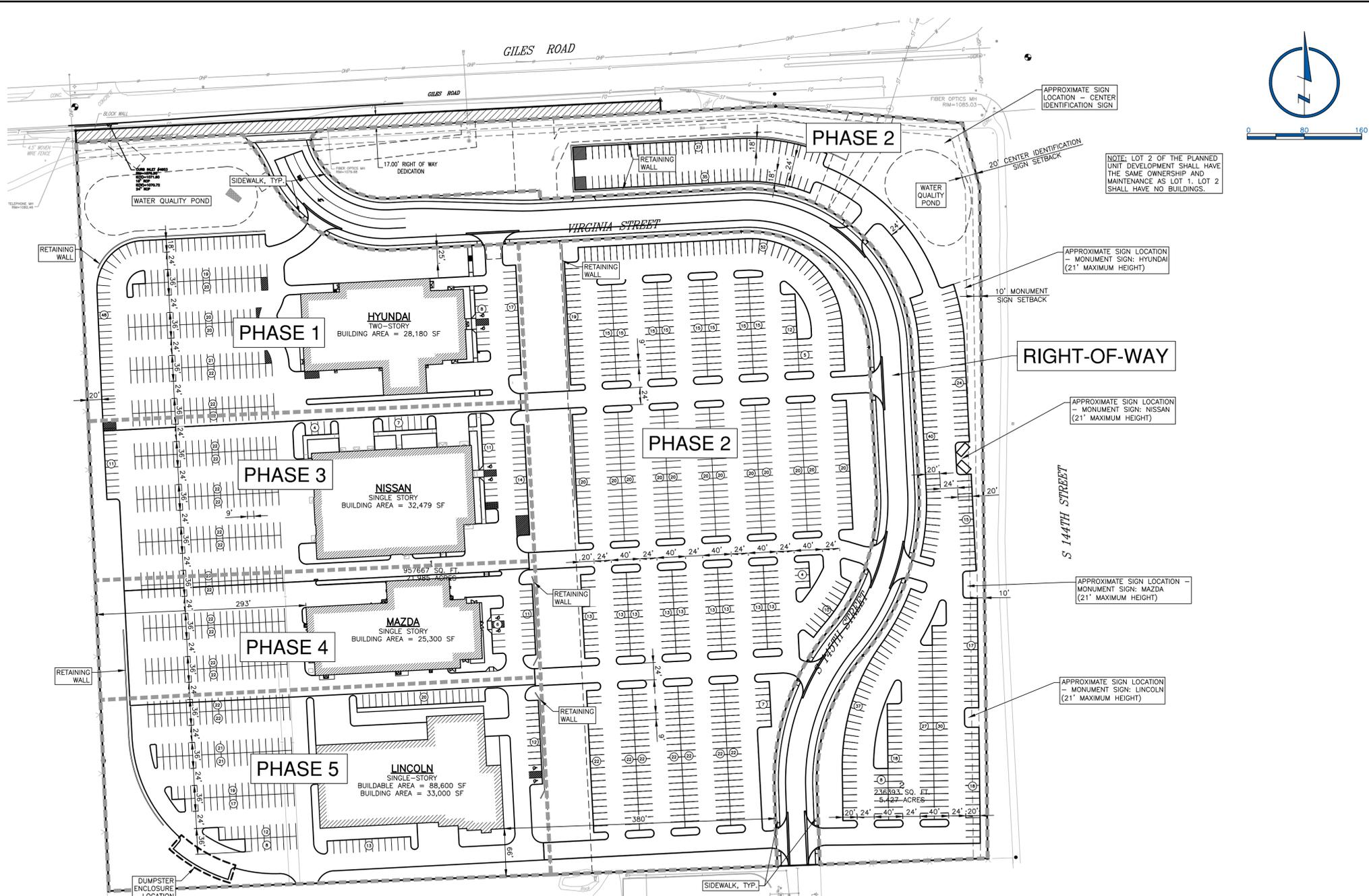
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NOTE: LOT 2 OF THE PLANNED UNIT DEVELOPMENT SHALL HAVE THE SAME OWNERSHIP AND MAINTENANCE AS LOT 1. LOT 2 SHALL HAVE NO BUILDINGS.

APPROXIMATE SIGN LOCATION - MONUMENT SIGN: HYUNDAI (21' MAXIMUM HEIGHT)

APPROXIMATE SIGN LOCATION - MONUMENT SIGN: NISSAN (21' MAXIMUM HEIGHT)

APPROXIMATE SIGN LOCATION - MONUMENT SIGN: MAZDA (21' MAXIMUM HEIGHT)

APPROXIMATE SIGN LOCATION - MONUMENT SIGN: LINCOLN (21' MAXIMUM HEIGHT)

NOTE: BUILDING AREA FOR LINCOLN DEALERSHIP IS NOT FINALIZED. BUILDING WILL REMAIN WITHIN BUILDABLE AREA SHOWN, BUT BUILDING FOOTPRINT AND SQUARE FOOTAGE MAY CHANGE WITH FINAL DESIGN. FINAL BUILDING AREA WILL BE ±5,000 SQUARE FEET FROM THE VALUE SHOWN.

PROJECT PHASING
 THE FOLLOWING ARE ESTIMATED PHASE COMPLETION DATES:
 PHASE 1 - SEPTEMBER 1, 2018
 RIGHT-OF-WAY - SEPTEMBER 1, 2018
 PHASE 2 - OCTOBER 31, 2018
 PHASE 3 - MARCH 1, 2019
 PHASE 4 - DECEMBER 31, 2019
 PHASE 5 - MARCH 1, 2020

ACCESSIBLE STALLS
 ACCESSIBLE STALLS PROVIDED: 4
 VAN ACCESSIBLE STALLS PROVIDED: 4
 TOTAL ACCESSIBLE STALLS PROVIDED: 8
 ACCESSIBLE STALLS REQUIRED: 7 (1 VAN) PER SECTION 7.08 BASED ON 228 CUSTOMER/EMPLOYEE STALLS REQUIRED FOR BUILDING SQUARE FOOTAGE. REMAINDER OF PARKING STALLS ARE VEHICLE STORAGE OR DISPLAY ONLY.

LEGAL DESCRIPTION:

LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST PLANNED UNIT DEVELOPMENT
 144TH STREET AND GILES ROAD
 WOODHOUSE AUTO FAMILY - PAUL CECH
 402-660-2317
 AUTO SALES AND SERVICE

ADDRESS
 APPLICANT
 PHONE NUMBER
 USE TYPE:

ZONING:

- PERMITTED USE
- CONDITIONAL USE
- SPECIAL USE

SITE REGULATORS (SEE SECTION 5.12.06):

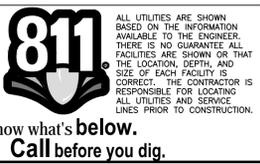
	ALLOWED	PROPOSED (LOT 1)	PROPOSED (LOT 2)
A. SITE AREA	10,000 SF	957,667 SF	236,393 SF
B. MINIMUM WIDTH	NO REQUIREMENT	N/A	N/A
C. GROSS FLOOR AREA (TOTAL FINISHED)	NO REQUIREMENT	299,100 SF MAX	N/A
D. FAR (C/A)	NO REQUIREMENT	0.31	N/A
E. SETBACK			
FRONT YARD	25 FEET	25 FEET	N/A
STREET SIDE YARD	15 FEET	380 FEET	N/A
INTERIOR SIDE YARD	15 FEET	293 FEET	N/A
REAR YARD	15 FEET	66 FEET	N/A
F. HEIGHT	90 FEET MAXIMUM	90 FEET MAX	N/A
G. BUILDING COVER (%)	60%	31% MAX	N/A
H. IMPERVIOUS COVER (%)	NO REQUIREMENT	80%	N/A
I. PARKING REQUIREMENTS (SEE SECTION 7.06)	1 STALL/500 SF OF FLOOR AREA = 228	1,472 STALLS	306 STALLS
J. ACCESSIBLE PARKING (SEE SECTION 7.08)	7 STALLS	8 STALLS	N/A

PARKING LANDSCAPE REQUIREMENTS (SEE SECTION 7.17.03):

L. STREET SIDE YARD	10 FEET	10 FEET	10 FEET
M. INTERIOR SIDE YARD	10 FEET	20 FEET	10 FEET
N. INTERIOR LANDSCAPING	10/SF PER STALL	14,690 SF MIN	3,170 SF MIN

LEGEND

- PROPERTY LINE
- SANITARY SEWER
- STORM SEWER
- FIBER OPTIC
- GAS
- WATER
- UNDERGROUND POWER
- OVERHEAD POWER
- TELEPHONE
- CABLE TELEVISION
- MANHOLE
- CURB INLET
- GRATE INLET
- HOODED GRATE INLET
- HYDRANT
- WATER HYDRANT
- GAS MANHOLE
- LIGHT POLE
- 100' PROPOSED CONTOUR
- 1100' EXISTING CONTOUR
- PC CURB AND GUTTER
- RETAINING WALL
- PC CONCRETE SIDEWALK
- PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- BUILDING
- (15) PARKING STALL COUNT
- BUILDABLE AREA



L:\Engineering\0116255 Woodhouse Auto 1449 - Gen\Drawings\DWG\PLANNED UNIT DEVELOPMENT\0116255-PUD-SITE PLAN.dwg, 6/27/2018 11:05:45 AM, RDB WINTERKLEN, LAMP RYNEARSON & ASSOCIATES

DRAWN BY: ELK
 DESIGNED BY: RV
 DATE: 06.01.2018
 JOB NUMBER: 7483
 0116255-01-003
 BOOK AND PAGE

REVISIONS

LAMP RYNEARSON 14710 West Dodge Road, Suite 100 402.496.2498 | P
 Omaha, Nebraska 68154-2027 402.496.2730 | F
 WWW.LRA-INC.COM

WOODHOUSE PLACE
 SARY COUNTY, NEBRASKA

PLANNED UNIT DEVELOPMENT
 SITE PLAN

LAMP RYNEARSON - ENGINEERS

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SHEET

1 OF 1

**WOODHOUSE PLACE
DESIGN GUIDELINES**

City of La Vista, Nebraska

**La Vista City Hall
8116 Park View Boulevard
La Vista, Nebraska
4 April 2017**

TABLE OF CONTENTS

Contents

- 1. INTRODUCTION 3
- 2. GEOGRAPHIC AREA AND CRITERIA..... 4
- 3. DEFINITIONS..... 5
- 4. CRITERIA FOR APPERANCE..... 7
 - I. RELATIONSHIP OF BUILDING TO SITE..... 7
 - II. RELATIONSHIP OF BUILDINGS AND SITE TO ADJOINING AREA (OUTSIDE OF SUBDIVISION) 7
 - III. LANDSCAPE AND SITE TREATMENT 7
 - IV. BUILDING DESIGN..... 8
 - V. SIGNS 10
 - VI. MAINTENANCE—PLANNING AND DESIGN FACTORS 10
 - VII. FACTORS FOR EVALUATION 11
 - VIII. RESUBMITTAL REQUIREMENTS **Error! Bookmark not defined.**
 - IX. APPROVAL OF CHANGES AFTER DESIGN ACCEPTANCE 11
- 5. PROCESS 12
- APPENDIX A – Approved Plant List 14
- APPENDIX B – Approved Parking Light Fixture 16

1. INTRODUCTION

The Developer of Woodhouse Place and the City of La Vista, Nebraska, jointly have established the following Design Guidelines. These Guidelines have been developed as part of the Master Planning Process to ensure Visual Continuity and the Creation of a Sense of Place through the use of Common Elements of Site and Architecture within the Woodhouse Place Project.

"The Woodhouse Place Design Guidelines take the place of City's Gateway Corridor District Design Guideline dated September 17, 2013. It shall be the City Administrator who shall determine which design criteria is applicable in the event of a conflict between the two documents referenced herein."

The Design Guidelines illustrate a Color Palette, Allowable Building Materials and a Selection of Required Site Amenities. Individual Tenants and Owners shall be required to use these Elements to create a Type of Architecture Characterized by the Developer of Woodhouse Place as Clean and Contemporary.

The criteria contained herein are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the city jurisdiction, preserve taxable values, and promote the public health, safety, and welfare.

2. GEOGRAPHIC AREA AND CRITERIA

It is the intent of the City for this Building Criteria to apply to all property within the Woodhouse Place PUD Overlay District and as a part of the Gateway Corridor District (Overlay District), as shown on the City's official zoning map.

New construction and modifications to existing buildings, including the structure and the surrounding property, are required to have compliance reviewed through the design review process.

3. DEFINITIONS

Appearance. The outward aspect visible to the public.

Appropriate. Sympathetic, or fitting, to the context of the site and the whole community.

Appurtenances. The visible, functional objects accessory to and part of buildings.

Architectural concept. The basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development, that produces the architectural character.

Architectural feature. A prominent or significant part or element of a building, structure, or site.

Architectural style. The characteristic form and detail, as of buildings of a particular historic period.

Berm. A raised form of earth to provide screening or to improve the aesthetic character.

City. City of La Vista

Code. The Municipal Code of the City of La Vista.

Cohesiveness. Unity of composition between design elements of a building or a group of buildings and the landscape development.

Compatibility. Harmony in the appearance of two or more external design features in the same vicinity.

Conservation. The protection and care that prevent destruction or deterioration of historical or otherwise significant structures, buildings, or natural resources.

Cornice. A horizontal molded projection that crowns or completes a building or wall.

Eclectic. Choosing what appears to be the best from diverse sources, systems, or styles.

Exterior building component. An essential and visible part of the exterior of a building.

External design feature. The general arrangement of any portion of a building, sign, landscaping, or structure and including the kind, color, and texture of the materials of such portion, and the types of roof, windows, doors, lights, attached or ground signs, or other fixtures appurtenant to such portions as will be open to public view from any street, place, or way.

Gateway Corridor District. The City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.

Graphic element. A letter, illustration, symbol, figure, insignia, or other device employed to express and illustrate a message or part thereof.

Harmony. A quality that represents an appropriate and congruent arrangement of parts, as in an arrangement of varied architectural and landscape elements.

Logic of design. Accepted principles and criteria of validity in the solution of the problem of design.

Mechanical equipment. Equipment, devices, and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning, and similar purposes.

Miscellaneous structures. Structures, other than buildings, visible from public ways. Examples are: fences, walls, and transformers.

Proportion. Balanced relationship of parts of a building, landscape, structures, or buildings to each other and to the whole.

Scale. Proportional relationship of the size of parts to one another and to the human figure.

Screening. Structure of planting that conceals from view from public ways the area behind such structure or planting.

Site break. A structural or landscape device to interrupt long vistas and create visual interest in a site development.

Street hardware. Man-made objects other than buildings that are part of the streetscape. Examples are: lamp posts, utility poles, traffic signs, benches, litter containers, planting containers.

Streetscape. The scene as may be observed along a public street or way composed of natural or man-made components, including buildings, paving, planting, street hardware, and miscellaneous structures.

Utilitarian structure. A structure or enclosure relating to mechanical or electrical services to a building.

Utility hardware. Devices such as poles, crossarms, transformers and vaults, gas pressure regulating assemblies, and hydrants that are used for water, gas, oil, sewer, and electrical services to a building or a project.

4. CRITERIA FOR APPEARANCE

I. RELATIONSHIP OF BUILDING TO SITE

- A. The site shall be planned to accomplish a desirable transition from the site to the adjoining streetscape and to provide for adequate planting, safe pedestrian movement, and parking areas.
- B. Site planning is encouraged to provide an interesting relationship between buildings.
- C. Without restricting the permissible limits of the applicable zoning district, the height and scale of each building shall be compatible with its site and existing (or anticipated) adjoining buildings.
- D. Newly installed utility services, and service revisions necessitated by exterior alterations, shall be underground.

II. RELATIONSHIP OF BUILDINGS AND SITE TO ADJOINING AREA (OUTSIDE OF SUBDIVISION)

- A. Attractive landscape transition to adjoining properties shall be provided where possible.
- B. Harmony in texture, lines, and masses is required. Monotony shall be avoided.

III. LANDSCAPE AND SITE TREATMENT

Landscape elements included in these criteria consist of all forms of planting and vegetation, ground forms, rock groupings, water patterns, and all visible construction except buildings and utilitarian structures.

- A. Where natural or existing topographic patterns contribute to beauty and utility of a development, they shall be preserved and developed. Modification to topography will be permitted where it contributes to good appearance. All modifications to topography shall be designed to provide varied and more natural grading practices. Consistent, even topography that provides an engineered feel is not acceptable.
- B. Grades of walks, parking spaces, terraces, and other paved areas shall provide an inviting and stable appearance for walking and, if seating is provided, for sitting.
- C. Landscape treatment shall be provided to enhance architectural features, strengthen vistas and important axes, and provide shade.
- D. Unity of the design shall be achieved by repetition of certain plant varieties and other materials and by correlation with adjacent developments. All projects are required to use the minimum number of species under each category from the variety list in Appendix A.
 - 1. A minimum of two species listed under the deciduous tree category
 - 2. A minimum of one species listed under the coniferous tree category
 - 3. A minimum of one species listed under the deciduous shrubs category
 - 4. A minimum of one species listed under the coniferous shrubs category
- E. Plant material shall be selected for interest in its structure, texture, and color and for its ultimate growth. Plants that are indigenous to the area and others

that will be hardy, harmonious to the design, and of good appearance shall be used.

- F.** The landscape plan shall be designed to provide natural undulating landscape forms. Avoid consistent straight line plantings.
- G.** Irrigation of all landscape elements as defined above and turf area is required. Provide specification or information showing compliance in design submittal.
- H.** Parking areas and traffic ways shall be enhanced with landscaped spaces containing trees or tree groupings. Shrubs or other landscaping elements may be allowed in lieu of trees on a limited basis as approved by the City of La Vista within the PUD Landscape Plan.
- I.** Screening of service yards, mechanical, electrical, phone equipment and pedestals and other places that tend to be unsightly shall be accomplished by use of walls, fencing, planting, or combinations of those. Screening shall be equally effective in winter and summer.
- J.** Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Lighting standards and fixtures for the parking areas and drives within the building area shall be similar in appearance and quality level as the light fixtures identified in Appendix B. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided. Wall Pack and exterior lighting with visible lamps are not permitted. Lighting shall be Dark Sky compliant, and limit wash onto abutting properties. Exceptions to Dark Sky compliance may be made for specific emergency lighting situations. Fixture, poles and/or other support cut sheets are required in the design submittal for all exterior lighting fixtures to be utilized.
- K.** Storm water management shall be integrated into the design of the site and landscaping. Storm water management criteria are found in the following reference materials:
 - 1.** Papillion Creek Watershed Partnership Storm Water Management Policies
 - 2.** Storm Water Management Regulations, Chapter 154 of the City of La Vista Municipal Code
 - 3.** City of La Vista Subdivision Regulations, 2003 Edition and latest amendments
 - 4.** Omaha Regional Storm Water Design Manual, Draft Revision of Chapter 8 dated June, 2012 or latest edition.
 - 5.** Nebraska Bioretention and Rain Garden Plants Guide, 2010 or latest edition

IV. BUILDING DESIGN

- A.** Architectural style is not restricted; however architectural style should consistent throughout the subdivision. Evaluation of the appearance of the projects shall be based on the quality of its design and relationship to surroundings.
- B.** Buildings shall have good scale and be harmonious conformance with permanent neighboring development.
- C.** All buildings are to be designed from a four-sided (360 degree) structure perspective, thus requiring the same caliber of finishes and design attention

on all facades of the building. Large areas of blank exterior are to be avoided and are grounds for non-compliance.

D. All buildings shall feature a prominent entrance.

E. Building Materials:

1. Building Materials shall be limited to the following:

- a) Aluminum Composite Material (ACM)
- b) Clear or tinted glass
- c) Clay brick or stone
- d) Integrally colored burnished or split face concrete block. Smooth concrete block may be allowed as accents.
- e) Integrally colored EFIS (exterior insulated finishing system)
- f) Integrally colored cast stone
- g) Architectural Precast Concrete may be allowed as Accents
- h) Integrally colored composite rain screen panels.
- i) Any combination of the materials listed

2. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.

3. Materials shall be of durable quality such as prefinished or integral color for long life with minimal maintenance. Any material requiring a field-applied finish shall have long life, i.e. coatings such as "TNEMEC" or equal. Product data shall be submitted for review.

4. In any design in which the structure frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.

F. Building components, such as windows, doors, eaves and parapets, shall have good proportions and relationships to one another.

G. Intense, bright, or fluorescent colors should not be used as the predominant color on any wall or roof of any primary or accessory structure. These colors may be used as building accent colors, but should generally not constitute more than 10 percent of the area of each elevation of a building.

H. All overhead garage doors shall be recessed into the main building façade a minimum of 8 inches. Depth shall be relative to building wall construction.

I. Colors shall be harmonious and shall use only compatible accents.

J. Portions of low slope roofs of less than 1/12 may be allowed. They may be either adhered or ballasted. If adhered, the membrane shall be in the lighter color ranges, such as white, to be more energy conscious and less absorptive. An SRI of 29 or greater is required.

K. Mechanical equipment or other utility hardware on roof, ground, or buildings shall be screened from public view with materials harmonious with the building or they shall be so located as not to be visible from an elevation view and all angles associated with any public view. A section view shall be provided demonstrating appropriate screening. Mechanical screening shall match building elements and materials. Ground mounted mechanical equipment may utilize vegetative or other screening in a design approved by the City.

- L. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be harmonious with building design. Use of more energy conscious lamps, such as LED's or similar is encouraged. The approved parking light fixture is provided in **Appendix B**.
- M. If used, fencing and site furniture, including waste cans, directories, ash urns, guard rails or railing enclosures, shall be similar to those in existing locations in the Gateway Corridor Overlay District. The color of the site furnishings shall blend with the colors of the rest of the building/site. Provide selection documentation and color for review.
- N. Refuse and waste removal areas, shall be screened from public view, using materials as stated in criteria for equipment screening.
- O. All landscaping shall be in compliance with the Landscaping Requirements from the City of La Vista Zoning Ordinance.
- P. Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent a monotonous appearance.
- Q. Exterior roof access ladders are not allowed within the Woodhouse Place PUD District.
- R. Exterior bracing of parapets or other features shall be screened from elevation views. Screening shall match building elements and materials.

V. SIGNS

- A. Every sign shall have good scale and proportion in its design and in its visual relationship to the buildings and surroundings.
- B. Every sign shall be designed as an integral architectural element of the building and site to which it principally relates.
- C. The colors, materials, and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates.
- D. The number of graphic elements on a sign shall be held to the minimum needed to convey the sign's major message and shall be composed in proportion to the area of the sign face.
- E. Each sign shall be compatible with signs on adjoining premises and shall not compete for attention.
- F. Identification signs of a prototype design and corporation logos shall conform to the criteria for all other signs.
- G. Monument signage shall vary between vehicle manufacturers, and shall correspond w/ building materials and branding. These monument signs may be internally lit.
- H. Dealer signage, or center monument signage reading "Woodhouse Place", shall be relatively similar in height, construction, and material usage as the other manufacture signs, and may have low spot lighting.

VI. MAINTENANCE—PLANNING AND DESIGN FACTORS

- A. Continued good appearance depends upon the extent and quality of maintenance. The choice of materials and their use, together with the types of

finishes and other protective measures, must be conducive to easy maintenance and upkeep.

- B.** Materials and finishes shall be selected for their durability and wear as well as for their beauty. Proper measures and devices shall be incorporated for protection against elements, neglect, damage, and abuse.
- C.** If prefinished metal is utilized, TNEMEC coated metal, or approved equal is required.

VII. FACTORS FOR EVALUATION

The following factors and characteristics, which affect the appearance of the development, will govern the evaluation of a design submission:

- A.** Conformance to city ordinances and the Design Guideline
- B.** Logic of design.
- C.** Exterior space utilization.
- D.** Architectural character.
- E.** Attractiveness.
- F.** Material selection.
- G.** Harmony and compatibility.
- H.** Circulation - vehicular and pedestrian.
- I.** Maintenance requirements.

VIII. APPROVAL OF CHANGES AFTER DESIGN ACCEPTANCE

It is the owner's responsibility to point out and submit any exterior modifications that are proposed between design acceptance and completion of construction to assure timely issuance of a Certificate of Occupancy.

5. PROCESS

PRE-APPLICATION CONFERENCE:

A pre-application conference with city staff and/or a preliminary meeting with the city design review architect gives the applicant an opportunity to discuss plans before a great deal of time or money is expended. If a certain design is inappropriate, the applicant will know beforehand.

APPLICATION FOR DESIGN REVIEW:

The applicant needs to fill out the "Application for Design Review and submit it along with the required submittals. A listing of required submittals is included as part of the application form. The application fee required for this submittal shall be in accordance with La Vista's Master Fee Schedule.

RESUBMITTAL REQUIREMENTS:

After the initial submittal, digital submissions are acceptable, with the exception of material and color samples. A final hard copy submittal in 11" x 17" format shall be required after final approval.

DESIGN REVIEW:

The City of La Vista staff in association with the city design review architect will review the submittal documents for compliance with the Woodhouse Place Design Guidelines.

SCHEDULE OF REVIEWS:

A completed application will take approximately three weeks to review. Incomplete applications may cause a delay. Additional reviews will be necessary for all revised submittals until a Certificate of Design Approval is issued.

CERTIFICATE OF APPROVAL:

Upon a successful review the City of La Vista will issue to the applicant a Certificate of Design Approval. A copy of this will need to be included with the Building Permit documents in order to receive a Building Permit.

APPEALS:

In the event where the applicant and the City cannot come to an agreement within 180 days of initial application submission, the applicant may request a meeting with the City Administrator regarding an appeal to the City Council.

OCCUPANCY PERMIT:

After the building permit is issued, all design requirements must be completed as approved in order for a Certificate of Occupancy to be issued.

**MAINTENANCE OF DESIGN
REQUIREMENTS:**

The applicant needs to maintain the Design Requirements for the life of the project. In the event that they fail to do so, the City may revoke the Occupancy Permit.

APPENDIX A – Approved Plant List

DECIDUOUS TREES

Min. Size

2.5" cal

Downy Serviceberry/Amelanchier arborea – clump form
Prairie Pride hackberry/Celtis occidentalis 'Prairie Pride'
Freeman Maple "Marmo"/ Acer saccharinum
Burgundy Belle Red Maple/ Acer rubrum
Norway Maple/ Acer platanoides
Halka Honeylocust/ Gleditsia triacanthos var. inermis "Halka"
Prairifire Crab/Malus 'Prairifire'
Swamp White Oak/Quercus bicolor
Glenleven Littleleaf Linden/Tilia x flavescens 'Glenleven'
River Birch/Betula Nigra
Heritage Oak/ Quercus virginiana
Chinquapin Oak/ Quercus muehlenbergii
Kentucky Coffee/ Gymnocladus dioicus espresso
Adams Crab/ Malus 'Adams'
Snowdrift Crab/ Malus 'Snowdrift'
Greenspire/ Tilia cordata
Red Maple/ Acer rubrum

CONIFEROUS TREES

6' tall

Colorado Spruce/Picea pungens
Vanderwolf Pine/ Pinus flexilis 'Vanderwolf's'
Bosnian Pine/ Pinus heldreichii
Black Hills Spruce/ Picea glauca

DECIDUOUS SHRUBS

5 gallon

Miniature Snowflake Mockorange/Philadelphus x 'Miniature Snowflake'
Gro-Low Fragrant Sumac/Rhus aromatica 'Gro-Low'
Japanese White Spirea/Spirea albiflora
Anthony Waterer Spirea-Sapho/Spirea x bumalda 'Anthony Waterer'
Hancock Coralberry/Symphoricarpos x chenault 'Hancock'
Dwarf Lilac/ Syringa meyeri 'Palibin'
Alpine Currant/ Ribes alpinum
Burning Bush/ Euonymus alatus
Birchleaf Spirea
Dogwood/ firedance red twig
Blue muffin Viburnum

CONIFEROUS SHRUBS

5 gallon

Green Tam Juniper/ Juniperus Sabina 'Tamariscifolia'
Sea Green Juniper/ Juniperus chinensis 'Sea Green'

GROUNDCOVERS

1 gallon

Purple Winter Creeper/Euonymus fortunei var. 'Coloratus'
Vinca Minor

PERENNIALS/BULBS

1 gallon

Butterscotch Ruffles Daylily/Hemerocallis 'Butterscotch Ruffles'
Fairy Tale Pink Daylily/Hemerocallis 'Fairy Tale Pink'
Hyperion Daylily/Hemerocallis 'Hyperion'
Irish Elf Daylily/Hemerocallis 'Irish Elf'
Little Business Daylily/Hemerocallis 'Little Business'
Pardon Me Daylily/Hemerocallis 'Pardon Me'
Happy Returns Daylily/Hemerocallis 'Happy Returns'
Mount Hood Daffodil/Narcissus sp. 'Mount Hood'
May Night Salvia/ Salvia nemorosa 'May Night'

APPENDIX B – Approved Parking Light Fixture



D-Series Size 2 LED Area Luminaire

d#series



Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

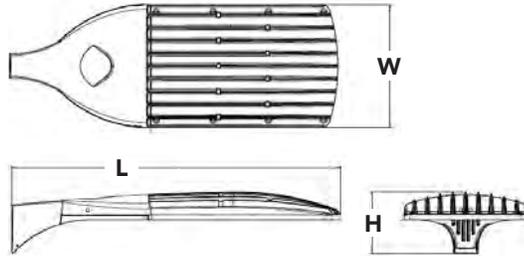
EPA: 1.1 ft²
(0.10 m²)

Length: 40"
(101.6 cm)

Width: 15"
(38.1 cm)

Height: 7-1/4"
(18.4 cm)

Weight (max): 36 lbs
(16.3 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.

The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. The Size 2 is ideal for replacing 400-1000W metal halide in area lighting applications with energy savings of up to 80% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX2 LED 80C 1000 40K T4M MVOLT SPA DDBXD

Series	LEDs	Drive current	Color temperature	Distribution	Voltage	Mounting	
DSX2 LED							
DSX2 LED	Forward optics	530 530 mA 700 700 mA 1000 1000 mA ^{2,3} (1 A)	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted ⁴	T1S Type I Short T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium	T5VS Type V Very Short T5S Type V Short T5M Type V Medium T5W Type V Wide BLC Backlight control ^{2,5,6} LCCO Left corner cutoff ^{2,5,6} RCCO Right corner cutoff ^{2,5,6}	MVOLT ⁷ 120 ⁷ 208 ⁷ 240 ⁷ 277 ⁷ 347 ⁷ 480 ⁸	Shipped included SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor ⁹ RPUMBA Round pole universal mounting adaptor ⁹ Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ¹⁰
	Rotated optics ¹	1200 1200 mA ^{2,3} (1.2 A)					
	90C 90 LEDs						

Control options	Other options	Finish (required)
Shipped installed	Shipped installed	DDBXD Dark bronze
PER NEMA twist-lock receptacle only (no controls) ¹¹	HS House-side shield ²¹	DBLXD Black
PER5 Five-wire receptacle only (no controls) ^{11,12}	SF Single fuse (120, 277, 347V) ⁷	DNAXD Natural aluminum
PER7 Seven-wire receptacle only (no controls) ^{11,12}	DF Double fuse (208, 240, 480V) ⁷	DWHXD White
DMG 0-10V dimming driver (no controls) ¹³	L90 Left rotated optics ²²	DDBTXD Textured dark bronze
DCR Dimmable and controllable via ROAM [®] (no controls) ¹⁴	R90 Right rotated optics ²²	DBLBXD Textured black
DS Dual switching ^{15,16}	BS Bird spikes	DNATXD Textured natural aluminum
PIRH Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enable at 5fc ¹⁷		DWHGXD Textured white
PIRH1FC3V Bi-level, motion sensor, 15'-30' mounting height, ambient sensor enabled at 1fc ¹⁷		
BL30 Bi-level switched dimming, 30% ^{16,18}		
BL50 Bi-level switched dimming, 50% ^{16,18}		
PNMTDD3 Part night, dim till dawn ¹⁹		
PNMT5D3 Part night, dim 5 hrs ¹⁹		
PNMT6D3 Part night, dim 6 hrs ¹⁹		
PNMT7D3 Part night, dim 7 hrs ¹⁹		
FAO Field Adjustable Output ¹⁹		

Controls & Shields

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²³
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²³
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²³
DSHORT SBK U	Shorting cap ²³
DSX2HS 80C U	House-side shield for 80 LED unit ²¹
DSX2HS 90C U	House-side shield for 90 LED unit ²¹
DSX2HS 100C U	House-side shield for 100 LED unit ²¹
PUMBA DDBXD U*	Square and round pole universal mounting bracket (specify finish) ²⁴
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) ¹⁰

For more control options, visit [DTL](#) and [ROAM](#) online.

NOTES

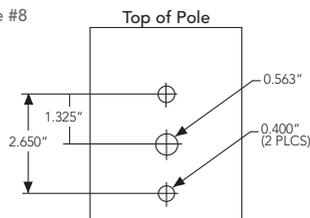
- Rotated optics option (L90 or R90) required for 90C.
- Not available in AMBPC.
- Not available with BLC, LCCO or RCCO
- distributions.
- Only available with 530mA or 700mA.
- Not available with 1200mA.
- Not available with HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Not available with BL30, BL50 or PNMT options.
- Existing drilled pole only. Available as a separate combination accessory; for retrofit use only: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
- Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Not available with DS option.
- If ROAM[®] node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR. Node with integral dimming.
- DMG option for 347V or 480V requires 1000mA.
- Specifies a ROAM[®] enabled luminaire with 0-10V dimming capability; PER option required. Additional hardware and services required for ROAM[®] deployment; must be purchased separately. Call 1-800-442-6745 or email: sales@roamservices.net. N/A with DS, PIRH, PER5, PER7, BL30, BL50 or PNMT options. Node without integral dimming.

- Provides 50/50 luminaire operation via two independent drivers on two separate circuits. N/A with 80C 530, 90C 530, PER, PER5, PER7, DCR, BL30, BL50 or PNMT options.
- Requires an additional switched circuit.
- PIRH and PIRH1FC3V specify the [SensorSwitch SBGR-6-ODP](#) control; see [Outdoor Control Technical Guide](#) for details. Dimming driver standard. Not available with PER5 or PER7. Ambient sensor disabled when ordered with DCR. Separate on/off required
- Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PER5, PER7 or PNMT options. Not available with PIRH1FC3V.
- Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PER5, PER7, BL30 or BL50. Not available with PIRH1FC3V. Separate on/off required.
- Dimming driver standard. Not available with PER5, PER7, DMG, DCR, DS, BL30, BL50 or PNMT options. PIRH or PIRH1FC3V.
- Not available with BLC, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
- 90 LEDs (90C option) only.
- Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.
- For retrofit use only.



Drilling

Template #8



DSX2 shares a unique drilling pattern with the AERIS™ family. Specify this drilling pattern when specifying poles, per the table below.

DM19AS	Single unit	DM29AS	2 at 90°*
DM28AS	2 at 180°	DM39AS	3 at 90°*
DM49AS	4 at 90°*	DM32AS	3 at 120°**

Example: SSA 20 4C DM19AS DDBXD

Visit Lithonia Lighting's [POLES CENTRAL](#) to see our wide selection of poles, accessories and educational tools.

*Round pole top must be 3.25" O.D. minimum.

**For round pole mounting (RPA) only.

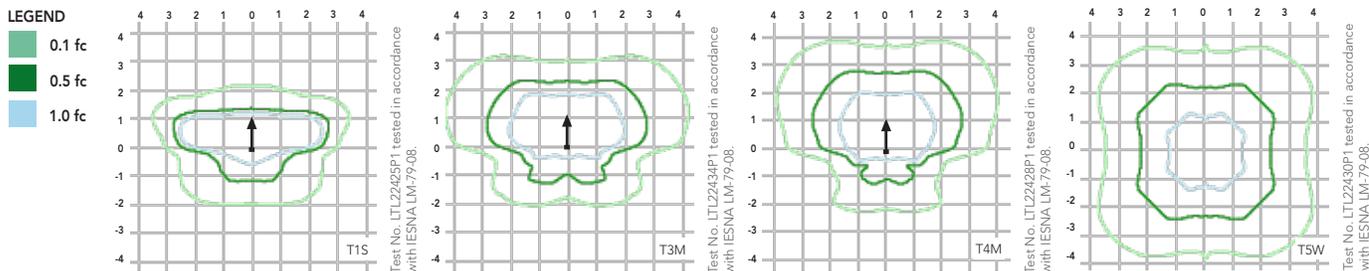
Tenon Mounting Slipfitter**

Tenon O.D.	Single Unit	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-320	AST20-390	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Area Size 2 homepage](#).

Isofootcandle plots for the DSX2 LED 80C 1000 40K. Distances are in units of mounting height (30').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier
0°C / 32°F	1.04
10°C / 50°F	1.02
20°C / 68°F	1.01
25°C / 77°F	1.00
30°C / 86°F	0.99
40°C / 104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	DSX2 LED 80C 1200			
	1.0	0.98	0.95	0.90
	DSX2 LED 100C 1000			
	1.0	0.98	0.95	0.90
	DSX2 LED 100C 1200			
	1.0	0.97	0.94	0.88

Electrical Load

LEDs	Drive Current (mA)	System Watts	Current (A)					
			120	208	240	277	347	480
80	530	137W	1.15	0.66	0.53	0.51	0.39	0.28
	700	188W	1.58	0.92	0.81	0.73	0.55	0.41
	1000	282W	2.37	1.35	1.18	1.04	0.83	0.61
100	530	175W	1.47	0.86	0.76	0.68	0.51	0.38
	700	232W	1.95	1.13	0.99	0.88	0.67	0.49
	1000	360W	3.03	1.72	1.49	1.3	1.05	0.77

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics																							
LEDs	Drive Current (mA)	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)					AMBPC (Amber Phosphor Converted)				
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
80C (80 LEDs)	530 mA	137 W	T1S	15,779	3	0	3	115	16,599	3	0	3	121	16,701	3	0	3	122	10,752	2	0	2	78
			T2S	16,270	3	0	3	119	17,115	3	0	3	125	17,220	3	0	3	126	10,554	2	0	2	77
			T2M	15,897	3	0	3	116	16,723	3	0	3	122	16,826	3	0	3	123	10,571	2	0	2	77
			T3S	15,877	3	0	3	116	16,702	3	0	3	122	16,805	3	0	3	123	10,548	2	0	2	77
			T3M	16,021	3	0	3	117	16,854	3	0	3	123	16,958	3	0	3	124	10,569	2	0	2	77
			T4M	16,239	3	0	3	119	17,083	3	0	3	125	17,188	3	0	3	125	10,547	2	0	2	77
			TFTM	15,996	3	0	3	117	16,827	3	0	3	123	16,931	3	0	3	124	10,741	1	0	2	78
			TSVS	16,899	4	0	1	123	17,776	4	0	1	130	17,886	4	0	1	131	11,155	3	0	0	81
			TSS	17,024	4	0	1	124	17,908	4	0	1	131	18,019	4	0	1	132	11,149	3	0	0	81
			TSM	17,053	4	0	2	124	17,939	4	0	2	131	18,050	4	0	2	132	11,096	3	0	2	81
			TSW	16,802	5	0	3	123	17,675	5	0	3	129	17,784	5	0	3	130	10,957	3	0	2	80
			BLC	12,283	1	0	2	90	13,190	1	0	2	96	13,272	2	0	2	97					
			LCCO	11,933	2	0	3	87	12,814	2	0	3	94	12,894	2	0	3	94					
			RCCO	11,933	2	0	3	87	12,814	2	0	3	94	12,894	2	0	3	94					
			T1S	20,018	3	0	3	106	21,058	3	0	3	112	21,188	3	0	3	113	13,362	2	0	2	71
			T2S	20,640	3	0	3	110	21,712	3	0	3	115	21,846	3	0	3	116	13,116	2	0	2	70
			T2M	20,167	3	0	3	107	21,215	3	0	3	113	21,346	3	0	3	114	13,138	2	0	2	70
			T3S	20,142	3	0	3	107	21,188	3	0	3	113	21,319	3	0	3	113	13,110	2	0	2	70
			T3M	20,325	3	0	4	108	21,381	3	0	4	114	21,513	3	0	4	114	13,135	2	0	3	70
			T4M	20,601	3	0	4	110	21,672	3	0	4	115	21,805	3	0	4	116	13,108	2	0	2	70
	TFTM	20,293	3	0	4	108	21,348	3	0	4	114	21,479	3	0	4	114	13,349	2	0	2	71		
	TSVS	21,438	4	0	1	114	22,551	4	0	1	120	22,690	4	0	1	121	13,864	3	0	1	74		
	TSS	21,596	4	0	1	115	22,718	4	0	1	121	22,859	4	0	1	122	13,856	3	0	1	74		
	TSM	21,634	5	0	3	115	22,758	5	0	3	121	22,898	5	0	3	122	13,790	3	0	2	73		
	TSW	21,316	5	0	3	113	22,423	5	0	3	119	22,561	5	0	3	120	13,617	4	0	2	72		
	BLC	15,637	2	0	2	83	16,791	2	0	3	89	16,896	2	0	3	90							
	LCCO	15,192	2	0	3	81	16,313	2	0	3	87	16,415	2	0	3	87							
	RCCO	15,192	2	0	3	81	16,313	2	0	3	87	16,415	2	0	3	87							
	T1S	27,547	3	0	3	98	28,978	3	0	3	103	29,157	3	0	3	103	18,125	2	0	2	64		
	T2S	28,403	3	0	3	101	29,879	4	0	4	106	30,063	4	0	4	107	17,791	3	0	3	63		
	T2M	27,753	3	0	4	98	29,195	3	0	4	104	29,375	3	0	4	104	17,821	3	0	3	63		
	T3S	27,718	3	0	4	98	29,158	3	0	4	103	29,338	3	0	4	104	17,782	2	0	2	63		
	T3M	27,970	3	0	5	99	29,423	4	0	5	104	29,605	4	0	5	105	17,817	3	0	3	63		
	T4M	28,350	3	0	4	101	29,823	3	0	5	106	30,007	3	0	5	106	17,779	2	0	3	63		
	TFTM	27,927	3	0	4	99	29,377	3	0	4	104	29,559	3	0	4	105	18,107	2	0	3	64		
	TSVS	29,501	5	0	1	105	31,034	5	0	1	110	31,225	5	0	1	111	18,794	3	0	1	67		
	TSS	29,720	5	0	2	105	31,264	5	0	2	111	31,457	5	0	2	112	18,805	3	0	1	67		
	TSM	29,772	5	0	3	106	31,318	5	0	3	111	31,512	5	0	3	112	18,705	4	0	2	66		
	TSW	29,333	5	0	4	104	30,857	5	0	4	109	31,048	5	0	4	110	18,740	4	0	2	66		
	BLC	20,649	2	0	3	73	22,174	2	0	3	79	22,313	2	0	3	79							
	LCCO	20,061	3	0	3	71	21,542	3	0	3	76	21,677	3	0	3	77							
	RCCO	20,061	3	0	3	71	21,542	3	0	3	76	21,677	3	0	3	77							
	T1S	30,431	3	0	3	95	32,011	4	0	4	99	32,209	4	0	4	100							
	T2S	31,376	4	0	4	97	33,006	4	0	4	103	33,210	4	0	4	103							
	T2M	30,658	4	0	4	95	32,251	4	0	4	100	32,450	4	0	4	101							
	T3S	30,620	3	0	4	95	32,210	3	0	4	100	32,409	3	0	4	101							
	T3M	30,898	4	0	5	96	32,503	4	0	5	101	32,703	4	0	5	102							
	T4M	31,318	3	0	5	97	32,945	3	0	5	102	33,148	3	0	5	103							
	TFTM	30,850	3	0	4	96	32,452	3	0	5	101	32,652	3	0	5	101							
	TSVS	32,589	5	0	1	101	34,282	5	0	1	106	34,494	5	0	1	107							
	TSS	32,830	5	0	2	102	34,536	5	0	2	107	34,749	5	0	2	108							
	TSM	32,888	5	0	4	102	34,596	5	0	4	107	34,810	5	0	4	108							
	TSW	32,404	5	0	4	101	34,087	5	0	4	106	34,297	5	0	4	107							

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

L90 and R90 Rotated Optics																							
LEDs	Drive Current (mA)	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)					AMBPC (Amber Phosphor Converted)				
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
90C (90 LEDs)	530 mA	150 W	T1S	17,539	3	0	3	117	18,451	3	0	3	123	18,564	3	0	3	124	11,475	3	0	3	76
			T2S	18,084	3	0	3	121	19,024	3	0	3	127	19,141	3	0	3	128	11,448	3	0	3	76
			T2M	17,670	3	0	3	118	18,588	3	0	3	124	18,703	3	0	3	125	11,467	3	0	3	76
			T3S	17,648	3	0	3	118	18,565	3	0	3	124	18,680	3	0	3	125	11,442	3	0	3	76
			T3M	17,808	3	0	3	119	18,734	3	0	4	125	18,849	3	0	4	126	11,464	4	0	4	76
			T4M	18,051	3	0	4	120	18,988	3	0	4	127	19,106	3	0	4	127	11,440	4	0	4	76
			TFTM	17,781	3	0	3	119	18,704	3	0	3	125	18,820	3	0	3	125	11,651	4	0	4	78
			TSVS	18,783	4	0	1	125	19,759	4	0	1	132	19,881	4	0	1	133	12,289	3	0	1	82
			T5S	18,923	4	0	1	126	19,906	4	0	1	133	20,028	4	0	1	134	11,978	3	0	1	80
			T5M	18,956	4	0	2	126	19,940	4	0	2	133	20,063	4	0	2	134	12,301	4	0	2	82
			T5W	18,677	5	0	3	125	19,647	5	0	3	131	19,768	5	0	3	132	12,109	4	0	2	81
			BLC	16,949	4	0	4	113	18,200	4	0	4	121	18,314	4	0	4	122					
			LCCO	16,466	3	0	3	110	17,682	3	0	3	118	17,793	3	0	3	119					
			RCCO	16,466	3	0	3	110	17,682	3	0	3	118	17,793	3	0	3	119					
			T1S	22,323	3	0	3	108	23,483	3	0	3	114	23,628	3	0	3	115	14,387	3	0	3	70
			T2S	23,017	3	0	3	112	24,213	3	0	3	118	24,362	3	0	3	118	14,354	3	0	3	70
			T2M	22,490	3	0	3	109	23,658	3	0	3	115	23,804	3	0	3	116	14,378	4	0	4	70
			T3S	22,462	3	0	3	109	23,629	3	0	3	115	23,774	3	0	3	115	14,347	4	0	4	70
	T3M	22,666	3	0	4	110	23,843	3	0	4	116	23,990	3	0	4	116	14,374	4	0	4	70		
	T4M	22,974	3	0	4	112	24,167	3	0	4	117	24,317	3	0	4	118	14,344	4	0	4	70		
	TFTM	22,630	3	0	4	110	23,806	3	0	4	116	23,953	3	0	4	116	14,609	4	0	4	71		
	TSVS	23,906	5	0	1	116	25,148	5	0	1	122	25,304	5	0	1	123	15,408	4	0	1	75		
	T5S	24,084	4	0	2	117	25,335	5	0	2	123	25,491	5	0	2	124	15,019	4	0	1	73		
	T5M	24,126	5	0	3	117	25,379	5	0	3	123	25,536	5	0	3	124	15,424	4	0	2	75		
	T5W	23,770	5	0	3	115	25,005	5	0	4	121	25,160	5	0	4	122	15,182	4	0	2	74		
	BLC	21,577	4	0	4	105	23,170	4	0	4	112	23,315	4	0	4	113							
	LCCO	20,963	3	0	3	102	22,510	3	0	3	109	22,651	3	0	3	110							
	RCCO	20,963	3	0	3	102	22,510	3	0	3	109	22,651	3	0	3	110							
	T1S	30,621	3	0	3	96	32,212	4	0	4	101	32,411	4	0	4	101	19,288	4	0	4	60		
	T2S	31,573	4	0	4	99	33,213	4	0	4	104	33,418	4	0	4	104	19,243	4	0	4	60		
	T2M	30,850	4	0	4	96	32,453	4	0	4	101	32,653	4	0	4	102	19,275	4	0	4	60		
	T3S	30,812	3	0	4	96	32,412	3	0	4	101	32,612	3	0	4	102	19,233	4	0	4	60		
	T3M	31,091	4	0	5	97	32,706	4	0	5	102	32,908	4	0	5	103	19,270	4	0	4	60		
	T4M	31,514	3	0	5	98	33,151	3	0	5	104	33,356	3	0	5	104	19,230	4	0	4	60		
	TFTM	31,043	3	0	4	97	32,656	3	0	5	102	32,857	3	0	5	103	19,585	4	0	4	61		
	TSVS	32,793	5	0	1	102	34,497	5	0	1	108	34,710	5	0	1	108	20,656	4	0	1	65		
	T5S	33,036	5	0	2	103	34,752	5	0	2	109	34,967	5	0	2	109	20,135	4	0	1	63		
	T5M	33,094	5	0	4	103	34,813	5	0	4	109	35,028	5	0	4	109	20,677	4	0	2	65		
	T5W	32,607	5	0	4	102	34,301	5	0	4	107	34,512	5	0	4	108	20,354	5	0	3	64		
	BLC	28,493	4	0	4	89	30,597	5	0	4	96	30,788	5	0	4	96							
	LCCO	27,682	3	0	4	87	29,726	3	0	4	93	29,912	3	0	4	93							
	RCCO	27,682	3	0	4	87	29,726	3	0	4	93	29,912	3	0	4	93							
	T1S	33,523	4	0	4	92	35,265	4	0	4	97	35,483	4	0	4	98							
	T2S	34,565	4	0	4	95	36,361	4	0	4	100	36,585	4	0	4	101							
	T2M	33,774	4	0	4	93	35,528	4	0	4	98	35,748	4	0	4	98							
	T3S	33,732	3	0	4	93	35,484	3	0	4	98	35,703	3	0	4	98							
	T3M	34,038	4	0	5	94	35,806	4	0	5	99	36,027	4	0	5	99							
	T4M	34,501	4	0	5	95	36,293	4	0	5	100	36,517	4	0	5	101							
	TFTM	33,985	3	0	5	94	35,750	3	0	5	98	35,971	3	0	5	99							
	TSVS	35,901	5	0	1	99	37,766	5	0	1	104	37,999	5	0	1	105							
	T5S	36,167	5	0	2	100	38,046	5	0	2	105	38,281	5	0	2	105							
	T5M	36,230	5	0	4	100	38,112	5	0	4	105	38,348	5	0	4	106							
	T5W	35,697	5	0	4	98	37,551	5	0	4	103	37,783	5	0	4	104							



Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics (continued)																							
LEDs	Drive Current (mA)	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)					AMBPC (Amber Phosphor Converted)				
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
100C (100 LEDs)	530 mA	175 W	T1S	19,856	3	0	3	113	20,887	3	0	3	119	21,016	3	0	3	120	13,100	2	0	2	75
			T2S	20,473	3	0	3	117	21,537	3	0	3	123	21,670	3	0	3	124	12,859	2	0	2	73
			T2M	20,004	3	0	3	114	21,043	3	0	3	120	21,173	3	0	3	121	12,881	2	0	2	74
			T3S	19,979	3	0	3	114	21,017	3	0	3	120	21,147	3	0	3	121	12,853	2	0	2	73
			T3M	20,161	3	0	4	115	21,208	3	0	4	121	21,339	3	0	4	122	12,878	2	0	3	74
			T4M	20,435	3	0	4	117	21,496	3	0	4	123	21,629	3	0	4	124	12,851	2	0	2	73
			TFTM	20,129	3	0	3	115	21,175	3	0	4	121	21,306	3	0	4	122	13,088	2	0	2	75
			TSVS	21,264	4	0	1	122	22,369	4	0	1	128	22,507	4	0	1	129	13,592	3	0	1	78
			TSS	21,422	4	0	1	122	22,535	4	0	1	129	22,674	4	0	1	130	13,584	3	0	1	78
			TSM	21,459	5	0	3	123	22,574	5	0	3	129	22,713	5	0	3	130	13,520	3	0	2	77
			TSW	21,143	5	0	3	121	22,242	5	0	3	127	22,379	5	0	3	128	13,350	4	0	2	76
			BLC	19,032	2	0	3	109	20,438	2	0	3	117	20,565	2	0	3	118					
			LCCO	18,490	2	0	3	106	19,856	3	0	3	113	19,980	3	0	3	114					
			RCCO	18,490	2	0	3	106	19,856	3	0	3	113	19,980	3	0	3	114					
			T1S	25,219	3	0	3	109	26,529	3	0	3	114	26,692	3	0	3	115	16,441	2	0	2	71
			T2S	26,002	3	0	3	112	27,353	3	0	3	118	27,522	3	0	3	119	16,138	2	0	2	70
			T2M	25,407	3	0	4	110	26,727	3	0	4	115	26,892	3	0	4	116	16,165	2	0	3	70
			T3S	25,375	3	0	3	109	26,693	3	0	4	115	26,858	3	0	4	116	16,130	2	0	2	70
			T3M	25,606	3	0	4	110	26,936	3	0	4	116	27,102	3	0	4	117	16,161	2	0	3	70
			T4M	25,954	3	0	4	112	27,302	3	0	4	118	27,471	3	0	4	118	16,127	2	0	3	70
	TFTM	25,566	3	0	4	110	26,897	3	0	4	116	27,060	3	0	4	117	16,425	2	0	2	71		
	TSVS	27,007	5	0	1	116	28,410	5	0	1	122	28,586	5	0	1	123	17,058	3	0	1	74		
	TSS	27,207	5	0	2	117	28,621	5	0	2	123	28,797	5	0	2	124	17,048	3	0	1	73		
	TSM	27,255	5	0	3	117	28,671	5	0	3	124	28,848	5	0	3	124	16,967	4	0	2	73		
	TSW	26,854	5	0	4	116	28,249	5	0	4	122	28,423	5	0	4	123	16,754	4	0	2	72		
	BLC	24,229	2	0	3	104	26,018	2	0	4	112	26,181	2	0	4	113							
	LCCO	23,539	3	0	4	101	25,277	3	0	4	109	25,435	3	0	4	110							
	RCCO	23,539	3	0	4	101	25,277	3	0	4	109	25,435	3	0	4	110							
	T1S	34,490	4	0	4	96	36,281	4	0	4	101	36,505	4	0	4	101	22,196	3	0	3	62		
	T2S	35,561	4	0	4	99	37,409	4	0	4	104	37,640	4	0	4	105	21,787	3	0	3	61		
	T2M	34,747	4	0	4	97	36,552	4	0	4	102	36,778	4	0	4	102	21,824	3	0	3	61		
	T3S	34,704	3	0	4	96	36,507	4	0	4	101	36,732	4	0	4	102	21,776	3	0	3	60		
	T3M	35,019	4	0	5	97	36,838	4	0	5	102	37,065	4	0	5	103	21,819	3	0	3	61		
	T4M	35,495	4	0	5	99	37,339	4	0	5	104	37,569	4	0	5	104	21,773	3	0	3	60		
	TFTM	34,964	3	0	5	97	36,781	3	0	5	102	37,008	3	0	5	103	22,175	3	0	3	62		
	TSVS	36,936	5	0	1	103	38,855	5	0	1	108	39,095	5	0	1	109	23,029	4	0	1	64		
	TSS	37,209	5	0	2	103	39,142	5	0	2	109	39,384	5	0	2	109	23,016	4	0	1	64		
	TSM	37,274	5	0	4	104	39,211	5	0	4	109	39,453	5	0	4	110	22,906	4	0	2	64		
	TSW	36,726	5	0	4	102	38,634	5	0	4	107	38,872	5	0	4	108	22,619	4	0	2	63		
	BLC	31,996	3	0	4	89	34,358	3	0	4	95	34,573	3	0	4	96							
	LCCO	31,085	3	0	4	86	33,380	3	0	4	93	33,588	3	0	4	93							
	RCCO	31,085	3	0	4	86	33,380	3	0	4	93	33,588	3	0	4	93							
	T1S	37,667	4	0	4	94	39,623	4	0	4	99	39,868	4	0	4	100							
	T2S	38,837	4	0	4	97	40,855	4	0	4	102	41,107	4	0	4	103							
	T2M	37,948	4	0	5	95	39,919	4	0	5	100	40,166	4	0	5	100							
	T3S	37,901	4	0	4	95	39,869	4	0	4	100	40,116	4	0	4	100							
	T3M	38,244	4	0	5	96	40,231	4	0	5	101	40,480	4	0	5	101							
	T4M	38,765	4	0	5	97	40,778	4	0	5	102	41,030	4	0	5	103							
	TFTM	38,185	3	0	5	95	40,169	4	0	5	100	40,417	4	0	5	101							
	TSVS	40,338	5	0	1	101	42,434	5	0	1	106	42,696	5	0	1	107							
	TSS	40,637	5	0	2	102	42,748	5	0	2	107	43,012	5	0	2	108							
	TSM	40,708	5	0	4	102	42,823	5	0	4	107	43,087	5	0	4	108							
	TSW	40,109	5	0	5	100	42,192	5	0	5	105	42,453	5	0	5	106							

FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Area Size 2 reflects the embedded high performance LED technology. It is ideal for applications like car dealerships and large parking lots adjacent to malls, transit stations, grocery stores, home centers, and other big-box retailers.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED drivers are mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65). Low EPA (1.1 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K, or 5000 K (70 CRI) configurations. The D-Series Size 2 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine configurations consist of 80, 90 or 100 high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L90/100,000 hrs at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily-serviceable surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

INSTALLATION

Included mounting block and integral arm facilitate quick and easy installation. Stainless steel bolts fasten the mounting block securely to poles and walls, enabling the D-Series Size 2 to withstand up to a 2.0 G vibration load rating per ANSI C136.31. The D-Series Size 2 utilizes the AERIS™ series pole drilling pattern (Template #8). NEMA photocontrol receptacle is available.

LISTINGS

UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP65 rated. Rated for -40°C minimum ambient. U.S. Patent No. D670,857 S. International patent pending.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified.

WARRANTY

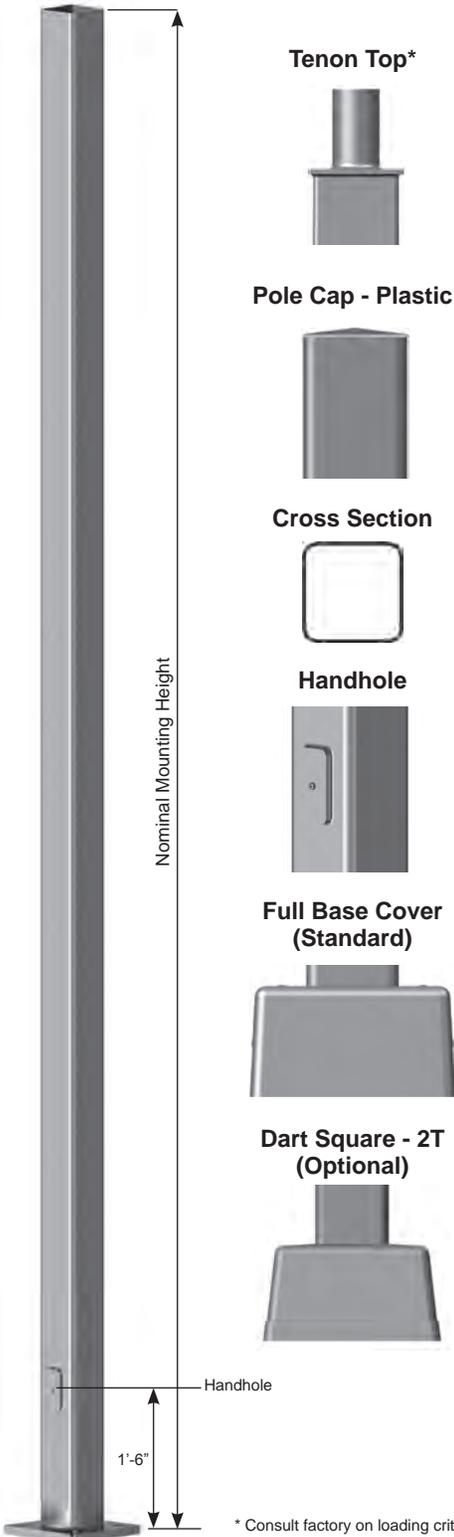
5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: _____ Quote: _____	Customer Approval: _____ Date: _____

SPECIFICATIONS



Pole - The pole shaft is fabricated from hot rolled commercial quality carbon steel of one-piece construction with a minimum yield strength of 55,000 psi.

Pole Top - A removable pole cap is provided for poles receiving drilling patterns for side-mount luminaire arm assemblies. For top mount luminaire and/or bracket consult the factory.

Handhole - A covered handhole and grounding provision with hardware is provided.

Full Base Cover - The two-piece standard full base cover is fabricated from ABS plastic. Optional Dart Square-2T cast and decorative base covers available as special order.

Anchor Base - The anchor base (base plate) conforms to ASTM A36.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

Hardware - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

Finish - Standard finishes are galvanized, prime painted or any of Valmont's V-PRO™ Protection Systems. Additional finish options available upon request.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.

* Consult factory on loading criteria for pole top mounted luminaires and/or brackets.

SOFT SQUARE STEEL DS330

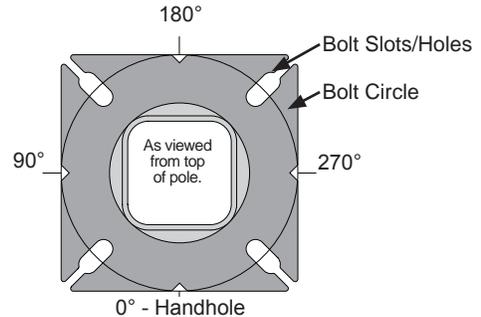
Fatigue Resistant

Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: _____ Quote: _____	Customer Approval: _____ Date: _____

ANCHORAGE DATA

POLE POLE BASE SQUARE (IN)	WALL THK (GA)	BOLT CIRCLE		BASE PLATE		ANCHOR BOLTS		
		DIA (IN)	± (IN)	SQUARE (IN)	THK (IN)	DIA x LENGTH x HOOK (IN)	PROJECTION (IN)	± (IN)
4.00	11	8.50	0.50	8.25	0.750	0.75 x 17.00 x 3.00	3.50	0.25
4.00	7	8.50	0.50	8.25	0.875	0.75 x 17.00 x 3.00	3.63	0.25
5.00	11	11.00	1.00	11.00	1.000	0.75 x 17.00 x 3.00	3.75	0.25
5.00	7	11.00	1.00	11.00	1.000	0.75 x 17.00 x 3.00	3.75	0.25
6.00	7	12.00	1.00	12.50	1.000	1.00 x 36.00 x 4.00	4.25	0.25

Anchor Base Detail



LOAD AND DIMENSIONAL DATA

NOMINAL MOUNTING HEIGHT	DESIGN INFORMATION						POLE DIMENSIONS (3)					MODEL NUMBER
	80 MPH w/1.3 GUST		90 MPH w/1.3 GUST		100 MPH w/1.3 GUST		BASE SQUARE OD (3) (IN)	TOP SQUARE OD (IN)	WALL THK (GA)	STRUCTURE WEIGHT ² (LBS)		
	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)						
10'-0"	30.6	765	23.8	595	18.9	473	4.00	4.00	11	75	S400Q100	
12'-0"	24.4	610	18.8	470	14.8	370	4.00	4.00	11	90	S400Q120	
14'-0"	19.9	498	15.1	378	11.7	293	4.00	4.00	11	100	S400Q140	
16'-0"	15.9	398	11.8	295	8.9	223	4.00	4.00	11	115	S400Q160	
18'-0"	12.6	315	9.2	230	6.7	168	4.00	4.00	11	125	S400Q180	
20'-0"	9.6	240	6.7	167	4.5	150	4.00	4.00	11	140	S400Q200	
	17.7	443	12.7	343	9.4	235	5.00	5.00	11	185	S500Q200	
	28.1	703	21.4	535	16.2	405	5.00	5.00	7	265	S500W200	
25'-0"	4.8	150	2.6	100	1.0	50	4.00	4.00	11	170	S400Q250	
	10.8	270	7.7	188	5.4	135	4.00	4.00	7	245	S400W250	
	9.8	245	6.3	157	3.7	150	5.00	5.00	11	225	S500Q250	
	18.5	463	13.3	333	9.5	238	5.00	5.00	7	360	S500W250	
30'-0"	6.7	168	4.4	110	2.6	65	4.00	4.00	7	291	S400W300	
	4.7	150	2.0	50	N/A	N/A	5.00	5.00	11	265	S500Q300	
	10.7	267	6.7	167	3.9	100	5.00	5.00	7	380	S500W300	
	19.0	475	13.2	330	9.0	225	6.00	6.00	7	520	S600W300	
35'-0"	5.9	150	2.5	100	N/A	N/A	5.00	5.00	7	440	S500W350	
	12.4	310	7.6	190	4.2	105	6.00	6.00	7	540	S600W350	
40'-0"	7.2	180	3.0	75	N/A	N/A	6.00	6.00	7	605	S600W400	

1. Maximum EPA (Effective Projected Area) and weight values are based on side mounted fixtures only. Consult factory on loading criteria for pole top mounted luminaires and/or brackets. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.
2. Structure weight is a nominal value which includes the pole shaft and base plate only.
3. Belled-bottom will have reduced thickness due to the cold-working process. However, the belled-bottom meets or exceeds the structural capacity of the original square section. In addition, the rounded section provides better fatigue resistance.

PRODUCT ORDERING CODES

DESIGN SERIES	MODEL NUMBER	FIXTURE MOUNTING	FINISH	COLOR	V-PRO™ PROTECTION SYSTEM	OPTIONS
DS330	S400Q100 S400Q120 S400Q140 S400Q160 S400Q180 S400Q200 S500Q200 S500W200 S400Q250 S400W250 S500Q250 S500W250 S400W300 S500Q300 S500W300 S600W300 S500W350 S600W350 S600W400	Drill Mounting D1 = 1 Luminaire D2 = 2 @ 180° D4 = 4 @ 90° D5 = 2 @ 90° D6 = 3 @ 90° Tenon Mounting P2 = 2.38" OD x 4.00" P4 = 4.00" OD x 6.00"	GV = Galvanize PP = Prime Paint FP = Finish Paint GF = Galvanized + Finish Paint	-- = Galvanize -- = Prime Paint WH = White ST = Sandstone BK = Black SM = Silver Metallic SL = Silver LG = Light Gray SG = Slate Gray DT = Dark Tan MB = Medium Bronze CB = Bronze DB = Dark Bronze BN = Brown HG = Hunter Green DG = Dark Green RD = Red SC = Special Color (Contact Factory)	V1 = V-PRO 1 Basic 1 Coat Powder. V2 = V-PRO 2 2 Coat Powder or Liquid. Includes epoxy primer & top coat. V3 = V-PRO 3 2 Coat Powder or Liquid. Includes zinc primer & top coat. V4 = V-PRO 4 2 Coat Powder or Liquid. Includes zinc primer & premium top coat.	See Accessories at valmontstructures.com (Please Specify)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
FISCAL YEARS 18/19 & 19/20 MUNICIPAL BUDGET	RESOLUTION ◆ ORDINANCES RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

SYNOPSIS

The second reading of an ordinance has been prepared to adopt the proposed municipal budget for FY 18/19 (FY19) and FY19/20 (FY20). The second reading of the Appropriations Ordinance is requested at this time as the final valuation of the City will not be received from Sarpy County until August 20, 2018.

The second reading of the Master Fee Ordinance has also been prepared for Council’s consideration.

FISCAL IMPACT

The proposed amended budget for FY19 is \$64,622,243 and for FY20 is \$49,287,343 in all funds. The total proposed preliminary property tax request for FY19 is for \$8,491,879 which will require a property tax levy of \$0.55 per \$100 dollars of assessed valuation.

The owner of a home valued at \$150,000 will pay \$825 in property taxes, or \$68.75 per month. The proposed budget has no increase in property taxes.

RECOMMENDATION

Approval of second reading of the Appropriations Ordinance and second reading of the Master Fee Ordinance.

BACKGROUND

The City Council held budget workshops on July 16 and 17, 2018. The proposed Appropriations Ordinance and Master Fee Ordinance are based on the discussions from these meetings.

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2019; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020 SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That after complying with all procedures required by law, the proposed budget presented and set forth in the budget statements, as amended, is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2018, through September 30, 2019 and the fiscal year beginning October 1, 2019, through September 30, 2020. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. The budget document, as amended, together with the amount to be received from personal and real property taxation to fund the adopted budget, shall be filed with and certified to the County Clerk of Sarpy County, Nebraska for use by the levying board, and shall be filed with the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, as provided by law.

Fund	Proposed Budget of Disbursements and Transfers FY19	Proposed Budget of Disbursements and Transfers FY20	Amount to be Raised by Property Tax Levy FY19	Amount to be Raised by Property Tax Levy FY20
General Fund	19,201,481.00	19,904,726.00	7,565,491.00	7,565,491.00
Sewer Fund	5,304,388.00	4,910,606.00	0.00	0.00
Sewer Reserve	0.00	0.00	0.00	0.00
Debt Service Fund	7,188,513.00	5,642,508.00	926,388.00	926,388.00
Capital Fund	11,170,217.00	1,292,500.00	0.00	0.00
Lottery Fund	1,161,540.00	1,338,025.00	0.00	0.00
Economic Development	3,134,559.00	345,897.00	0.00	0.00
Off-Street Parking Redevelopment Fund	7,822,142.00	7,681,075.00	0.00	0.00
TIF – City Centre Phase 1	9,544,299.00	7,531,798.00	0.00	0.00
Qualified Sinking Fund	0.00	541,612	0.00	0.00
Police Academy Fund	0.00	0.00	0.00	0.00
	95,104.00	98,596.00	0.00	0.00
Total All Funds	64,622,243.00	49,287,343.00	8,491,879.00	8,491,879.00

Section 2. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. 1318 _____

AN ORDINANCE TO AMEND ORDINANCE NO. ~~1313~~1318, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. General Fee Schedule. The fees and taxes charged by the City of La Vista for various services, facilities, and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

BUILDING & USE FEES

(Apply inside City limits and within the Extra-territorial zoning jurisdiction)

Building Permit

(Building valuation is determined by the most current issue of the ICC Building Valuation Data)

General	\$30 Base fee + see building fee schedule
Commercial/Industrial	\$30 Base fee + see building fee schedule

Plan Review Fee

Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
Design Review (non-refundable) Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
Bldgs. 24,999 sq. ft. or less	\$1,000 \$1,500 (min. fee) (or actual fee Incurred)
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)

Replacement Plan Review Fee

\$100 + Request for records fees

Engineer's Review

\$500

Rental Inspection Program

License Fees:

Multi-family Dwellings	\$6.00 per unit
Single-family Dwellings	\$50.00 per property
Duplex Dwellings	\$50.00 per unit
Additional Administrative Processing Fee (late fee)	\$100.00

Inspection Fees:

Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected	See Re-inspection Fee below
Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below

Re-inspection Fee	\$100.00
Vacant Building Registration Fee	\$500
Penalty Fee Refund Policy	3x Regular permit fee 75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Towers	\$5,000(min fee) (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee schedule
Plumbing Permits	\$30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000 Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence Also a \$5,000 Bond is required, naming the City as the recipient.
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$30.00

Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway
Approach Construction Permit \$250

Street Paving, Surfacing, Resurfacing, Repairing, Sealing or
Resealing Permit \$ 30.00/Yearly

Appeal Fee Regarding Issuance or Denial of Street Paving,
Resurfacing, etc. Permit \$250

RIGHT-OF-WAY PERMIT FEES

The following are one-time permit fees for structures occupying the public right-of-way:

Canopy or Awning	\$50 for the first 25 ft. + \$10 each additional foot
Balcony	\$75 each
Bicycle Rack	\$50
Light Fixture	\$75 for the first + \$10 each additional light fixture
Marquee	\$50 for the first 25 ft. + \$10 each additional ft.
Sidewalk Café	\$100
Sign	\$100 each (if less than 25 sq. ft.) \$300 each (if 25 sq. ft. or larger)
Windscreen	\$400 each
Planter	\$50
Combination of Awning/Canopy/Sign /Light	\$500
Skywalk	\$500
String Lights	\$150
Other structures as approved by the City Administrator	\$300

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

FIRE INSPECTION FEES

Plan Review Fees

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100
21-50 devices	\$200
51-100 devices	\$300
101-200 devices	\$400
201-500 devices	\$500
Over 500 devices	\$500 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00

Child Care Facilities:

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00

Foster Care Homes:

Inspection	\$25.00
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Liquor Establishments:

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

Nursing Homes:

50 beds or less	\$55.00
51 to 100 beds	\$110.00
101 or more beds	\$160.00

Fire Alarm Inspection:

Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00

Sprinkler Contractor Certificate:

Annual	\$100.00
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Fuels Division:

Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)
Underground Storage Tanks (Title 159, Chapter 2)	
Farm, residential and heating oil tanks (tanks with a capacity of 1100 gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

GRADING PERMIT FEES

5 acres or less	\$ 500
More than 5 acres	\$1,000

ZONING FEES

Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500

Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250

Watershed Fees – the following fees apply to only new developments or significant redevelopments as specified in the interlocal agreement Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)

Single Family Residential Development (up to 4-plex)	\$864 per dwelling unit
High-Density Multi-Family Residential Development	\$3,803 per gross acre*
Commercial/Industrial Development	\$4,609 per gross acre*

*Computed to the nearest .01 acre.

OCCUPATION TAXES

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another (These fees are in addition to the State Fee Requirement)	\$ 25

Amusement Concessions (i.e. Carnivals) (This would include any vendors set up for special functions at the La Vista Sports Complex)	\$ 10/concession/day
Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fee for Restaurant or Bar if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen Liability, \$500,000 bodily injury insurance certificate	\$ 75 and a \$1,000,000
Convenience stores	\$ 75
Convenience store with car wash	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$30
Home Occupation 1 and Child Care Home	\$50
Home Occupation Conditional Use Permit – see Zoning Fees	
Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops and/or restaurants, which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shop and/or restaurant hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities.	
Movie theatres	\$150/complex and \$75/viewing room
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service Provider Fee of &75.00 for business outside the City that provides machines for local businesses
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed

Pawnbrokers \$ 1.00/pawnbroker
 transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section
 69-204. Minimum of \$30/year

Professional services - engineers, architects, physicians, dentists, chiropractors,
 osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real
 estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional
 over one (1)

Recreation businesses - indoor and outdoor \$100

Restaurants, Bars, and drive-in eating establishments \$ 50 (5 employees or less)
 \$100 (more than 5
 employees)

Retail, Manufacturing, Wholesale, Warehousing and Other - Any person or entity
 engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay
 an Occupation Tax based on the schedule below and the actual interior or enclosed
 square footage of facilities in the City used by said person or entity in the conduct of
 such business; and any person or entity engaged in a business of making retail sales of
 groceries, clothing, hardware, notions, furniture, home furnishings, services, paint,
 drugs, or recreational equipment, and any other person or entity engaged in a business
 for which an Occupation Tax is not specifically provided elsewhere in this Ordinance,
 shall pay an Occupation Tax based on the schedule below and actual interior or
 enclosed square footage of facilities in the City used by said person or entity in the
 conduct of such business; provided, however, that persons or entities that use a
 basement or one or more additional floors in addition to the main floor (the main floor
 being the floor with the greatest total square footage) in the conduct of one or more
 specified businesses of sales at retail shall determine square footage for purposes of the
 Occupation Tax imposed hereunder based on the square footage of the entire main floor
 plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools - trade schools, dance schools, music schools,
 nursery school or any type of school operated for profit \$ 50

Service providers, such as persons, firms partnerships
 or corporations delivering any product, good or service
 whatsoever in nature within the City \$ 75

Service stations selling oils, supplies, accessories
 for service at retail \$ 75 + \$25.00 for attached
 car wash

Telephone Companies 5% of gross receipts
 (includes land lines, wireless, cellular, and mobile)

Telephone Surcharge - 911 \$1.00 per line per month

Tobacco License \$ 15 (based on State
 Statute)

Tow Truck Companies \$ 75

Late Fee (Up to 60 days) \$ 35

Late Fee (60-90 days) \$ 75

Late Fee (over 90 days)	Double Occupation tax or \$100, whichever is greater
<u>COVENIENCE FEES</u>	
Credit Cards	3% of transaction with \$2 minimum transaction
E-Checks	\$3 for transactions ≤ \$10,000 \$10 for transactions > \$10,000
<u>OTHER FEES</u>	
Barricades	
Deposit Fee (returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$30 ea. (7 days maximum)
Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$1
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,500
Handicap Parking Permit Application Fee	\$ Currently Not Charging Per State
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Permit Fees:	

Vehicle Offstreet Parking District No. 2

Monthly:

Uncovered	\$15/Month
Covered	\$25/Month

Parking Ticket Fees

If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)

Pawnbroker Permit Fees:

Initial	\$ 150
Annual Renewal	\$ 100

Pet Store License \$ 50 (In addition to Occ. License)

Police Officer Application Fee \$ 20

Public Assembly Permit (requires application and approval)\$ 00

Returned Check Fee (NSF) \$ 35

Storage of Explosive Materials Permit \$ 100

Towing/Impound Fee \$ 30

Trash Hauling Permit \$ 25/yr./truck + \$25,000
Performance Bond

PUBLIC RECORDS

Request for Records \$15.00/Half Hour + Copy Costs* (May be subject to deposit)

Audio Tapes \$5.00 per tape

Video Tapes or CD/DVD \$10.00 per tape/CD

*Copy costs shall be established by the Finance Director

Unified Development Ordinance \$100

Comprehensive Plan \$ 50
Zoning Map \$5 11"x17"
\$10 12"x36"
\$30 36"x120"

Zoning Ordinance w/Map \$ 30
Subdivision Regulations \$ 30

Future Land Use Map \$5 11"x17"
\$10 12"x36"
\$30 36"x120"

Ward Map \$ 2

Fire Report \$ 5
Police Report \$ 5

Police Photos (5x7) \$ 5/ea. for 1-15
\$ 3/ea. for additional

Police Photos (8x10) \$ 10/ea. for 1-15
\$ 5/ea. for additional

Police Photos (Digital) \$ 10/ea. CD

Criminal history \$ 10

FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1st alarm
(not to include single family or duplexes)

RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS

A Dispatch and mobilization charge of \$300 + mileage shall be charged for response to any incident where no action is taken. If services are provided, the following rates shall apply:

Response Vehicles: One-hour minimum charge. All charges will be made to the closest ¼ hour. Mileage will be charged at \$8.00 per mile per vehicle.

Pumper/Tanker Truck	\$500/hour
Weed Truck	\$150/hour
Aerial Ladder Truck	\$750/hour
Utility Vehicle	\$200
Command Vehicle	\$100

Equipment Charges:	
Jaws of Life	\$250
Power Saw	\$75
Hydraulic jack/chisels	\$75
Cribbing Blocks	\$10
Winches	\$10

Air Bags	\$50
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High Lift Jack	\$20
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Supplies: The actual City cost of the supplies plus 25% shall be charged for all supplies including but not limited to safety flares, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, and floor dry.

RESCUE SQUAD FEES

Basic Life Support Emergency	\$650
<u>Basic Life Support Non-Emergency</u>	<u>\$450</u>
Advanced Life Support Emergency I	\$750
Advanced Life Support Emergency 2	\$950
<u>Advanced Life Support Non-Emergency</u>	<u>\$550</u>
Mileage - per loaded mile	\$ 15

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
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	1 year	\$ 60.00
	1 month	\$ 7.00
Fax		\$2.00 up to 5 pages
Fines		
Books		\$.05/day
Audio Books/Board Games		\$.10/day
DVDs/CDs		\$ 1.00/day
Videos		\$.10/day
Playaway device		\$ 1.00/day
Board Game not returned to Circulation Desk		\$5.00
Damaged & Lost Books		\$5.00 processing fee + actual cost
Videos /DVDs/CDs		\$5.00 processing fee + actual cost
Color Copies		\$.50
Copies		\$.10
Inter-Library Loan		\$3.00/transaction
Lamination – 18” Machine		\$2.00 per foot
Lamination – 40” Machine		\$6.00 per foot
Children’s Mini-Camp		\$10.00
<u>RECREATION FEES</u>		
Refund Policy (posted at the Community Center)		\$10.00 administrative fee on all approved refunds
Late Registration Fee		\$10.00
<u>Community Center</u>		

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business Groups</u>
Facility Rental			
Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
Gym (Full)	\$ 75/Hour	\$150/Hour	\$150/Hour
Gym/Stage (Rental)	\$420 400/Day	\$840 500/Day	\$840 500/Day
Whole Community Center	\$600/Day	\$800/Day	\$800/Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour
Meeting Rooms (Rental)	\$ 12/Hour/Room	\$ 22/Hour/Room	\$ 27/Hour
Kitchen (Rental)	\$ 19/Hour	\$ 27/Hour	\$ 33/Hour
Racquetball Court	\$ 7/Hour	\$ 14/Hour	\$ 14/Hour
Club House	\$ 24/Hour	\$ 44/Hour	\$ 54/Hour
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour
Facility Usage	<u>Resident</u>	<u>Non-Resident</u>	
Daily Visit (19 and up)	\$ 3.00	\$ 4.00	
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00	
Fitness Room (19 and up)			
Membership Card	\$27.00/month		
(Exercise Room, Gym, Racquetball/Walleyball Courts)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Gym (19 and up)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Resident Punch Card	\$50.00		
(20 punches)			
Non-resident Punch Card		\$35.00	
(10 punches)			
Senior (Resident)	\$-0-		
Non-resident <u>Sr.</u> Punch Card		\$20.00	
(10 punches)			

Variety of programs as determined by the Recreation Director
 Fees determined by cost of program
 Classes

<u>Contractor</u>	<u>City</u>
75%	25%

Contract Instructor Does Registration and Collects Fees

Fields:

Tournament Fees	\$ 30/Team/Tournament
Tournament Field Fees	\$ 40/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours
Gate/Admission Fee	10% of Gross

	<u>Resident</u>	<u>Non Resident</u>
Model Airplane Flying		
Field Pass	\$30*	\$40*
* includes \$10 club membership 1 – year license		
Park Shelters	\$15/3 hours	\$25/3 hours

Swimming Pool	<u>Resident</u>	<u>Non-Resident</u>
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105
30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55

*Swimming Pool memberships and specials prices shall be established by the Finance Director

Youth Recreation Programs	<u>Resident</u>	<u>Non-Resident</u>
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
3 yr. old Soccer Clinic	\$17/27	\$22/33
Programs		
Adult Volleyball – Spring	\$ 55	\$ 55
Adult Spring Softball – Single	\$215	\$215
Adult Spring Softball – Double	\$420	\$420
Adult Volleyball – Fall/Winter	\$110	\$110
Adult Fall Softball – Single	\$120	\$120
Adult Fall Softball – Double	\$235	\$235
Senior Spring Softball	\$15 per game per team	
Senior Fall Softball	\$17 per game per team	

Special Services Van Fees

Zone 1 Trip within city limits (La Vista & Ralston) Includes trips to grocery stores and senior center	\$1.00 one way
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way
Bus pass (each punch is worth \$1.00)	\$30.00

Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
1. The customer charge is as follows
 - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - ~~\$11.40~~11.99 per month.
 - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - ~~\$11.40~~11.99 per month plus an amount equal to ~~\$21.82~~ times the total number of dwelling units, less one, in the Multi-Family dwellings that comprise an apartment complex. The customer charge for Residential-Multi Family sewer service users will be billed by the City of La Vista in addition to the flow charge billing from the Metropolitan Utilities District. A late charge of 14% will be applied for Multi-Family sewer use billings.
 - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - ~~\$11.90~~12.85 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of ~~\$21.90~~22.85. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
 2. The flow charge for all sewer service users shall be ~~\$3.24~~3.50 per hundred cubic feet (ccf).
 3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of

Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.

4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

Section 3. Sewer/Drainage Connection Fee Schedule. A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

	Effective 1/1/ 2017 <u>2018</u>	Effective <u>1/1/2018</u> 2019
Residential		
Single Family Dwelling	\$1,232 <u>1,298</u>	\$1,298 <u>1,364</u>
Duplex	\$1,232 <u>1,298/unit</u>	\$1,298 <u>1,364/unit</u>
Multiple Family	\$-96 <u>1,012/unit</u>	\$-1,012 <u>\$1,064/unit</u>
Commercial/Industrial	\$6,690 <u>7,048/acre of land as platted</u>	\$7,048 <u>7,407/acre of land as platted</u>

The fee for commercial (including industrial) shall be computed on the number of acres within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$	1,500
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Appeal Fee Re: Issuance or Denial of Sewer Permits \$ 1,500

Section 6. Repeal of Ordinance No.1313. Ordinance No. 1313 as originally approved on September 5, 2017 and all ordinances in conflict herewith are hereby repealed.

Section 7. 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, 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 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication.

PASSED AND APPROVED THIS ~~5TH~~ DAY OF ~~DECEMBER~~SEPTEMBER, ~~2017~~2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
COLLECTIVE BARGAINING AGREEMENT — LA VISTA FRATERNAL ORDER OF POLICE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve the proposed Collective Bargaining Agreement between the City of La Vista and the La Vista Fraternal Order of Police, Lodge No. 28 for FY19 through FY23 and authorizing the Mayor to execute said agreement. Amendments to the Compensation Ordinance will be presented on September 5, 2018.

FISCAL IMPACT

The proposed agreement provides the following increases in the hourly wage rates Police Officers and Sergeants:

- FY19 — 3.75%
- FY20 — 3.25%
- FY21 — 3.25%
- FY22 — 3.25%
- FY23 — 3.50%

The FY19 & FY20 biennial municipal budget contains funding for the FY19 & FY20 wages.

RECOMMENDATION

Approval.

BACKGROUND

The existing Collective Bargaining Agreement with the La Vista Fraternal Order of Police will expire on September 30, 2018. The terms of a new agreement have been negotiated and a copy is attached for your consideration.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING THE PROPOSED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LA VISTA AND THE LA VISTA FRATERNAL ORDER OF POLICE, LODGE NO. 28 FOR FY19 THROUGH FY23 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of La Vista has recognized the La Vista Police Officers Association for the purpose of collective bargaining by Resolution No. 78-020; and

WHEREAS, the La Vista Police Officers Association is now a member of and affiliated with the Fraternal Order of police and is known as the La Vista Fraternal Order of Police Lodge No. 28 ("LVFOP"); and

WHEREAS, the City Administrator and the LVFOP's appointed negotiating team have reached a tentative agreement as authorized by and in accordance with Resolution No. 78-020;

WHEREAS, the membership of the LVFOP did vote on and approve the tentative agreement reached by the City Administrator and the LVFOP's negotiating team with said votes being tabulated on August 6, 2018.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista, Nebraska, does hereby accept the terms of the negotiated agreement and authorizes the Mayor of the City of La Vista, Nebraska, to execute the same on behalf of the City subject to approval of form by the city attorney and city administrator.

BE IT FURTHER RESOLVED that the Mayor and City Council hereby agree and declare that the effective date of the Agreement shall be October 1, 2018.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**AMENDED AGREEMENT
BETWEEN THE LA VISTA FRATERNAL ORDER OF POLICE
LODGE NO. 28
AND
THE CITY OF LA VISTA, NEBRASKA**

FYE 2019 through 2023

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2023

Table of Contents

Preamble	4
Article 1 — Definitions	4
Article 2 — LVFOP Recognition	5
Article 3 — Bulletin Board and Ballot Boxes	5
Article 4 — LVFOP Activity	6
Article 5 — Check Off	6
Article 6 — Employee Rights	7
Article 7 — Disciplinary Action	9
Article 8 — Seniority.....	10
Article 9 — Grievance Procedure; Response to Written Reprimand or Performance Review	10
Article 10 — Uniforms and Equipment	12
Article 11 — Overtime.....	13
Article 12 — Leave Provisions	16
Article 13 — Holidays, Personal Leave and Birthdays	19
Article 14 — Vacations	20
Article 15 — Wages.....	21
Article 16 — Longevity Pay.....	21
Article 17 — Health, Dental and Life Insurance.....	22
Article 18 — Duty Shifts.....	23
Article 19 — Educational Assistance Program	24
Article 20 — Personnel Manual and Current Compensation Ordinance	26
Article 21 — Field Training Officer (FTO) Paid Leave Time.....	26
Article 22 — Out of Class Pay	26
Article 23 — Safety Committee	27

Article 24 — Drug Testing Policy27
Article 25 — Savings Clause27
Article 26 — Transition Provisions and Duration of Agreement.....28
APPENDIX A — Authorization for Payroll Deduction29
APPENDIX B -- Hourly Rates30
APPENDIX C -- General Description of City’s Existing Insurance Benefit Package.....31

Preamble

WHEREAS, the LVFOP has been recognized as set forth in Article 2 hereof as the sole and exclusive bargaining agent for certain employees of the Police Department of the City of La Vista, Nebraska; and

WHEREAS, this Agreement has as its purposes the promotion of harmonious relations between the City and the LVFOP, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and their conditions of employment respecting certain employees of the City. NOW, THEREFORE, the parties agree as follows:

Article 1 — Definitions

For the purpose of this Agreement, the following words, terms and phrases shall be construed in accordance with the definitions hereafter set forth, unless the context otherwise requires.

- (A) **Department** shall mean the Police Department of the City of La Vista.
- (B) **Employee** shall mean any employee of the Police Department of the City of La Vista, Nebraska, excluding the Chief of Police, those persons holding the rank of captain or above, and those other persons excluded under Article 2, Section 1 of this Agreement.
- (C) **Department Head** shall mean the duly appointed Chief of the Police Department of the City of La Vista, Nebraska.
- (D) **Personnel Board** shall mean the duly appointed Personnel Board of the City of La Vista, Nebraska.
- (E) **City Administrator** shall mean the duly appointed City Administrator of the City of La Vista, Nebraska.
- (F) **Personnel Manual** shall mean the Personnel Manual of the City of La Vista, Nebraska, dated February 6, 1996, as heretofore or hereafter amended.
- (G) **City** shall mean the City of La Vista, Nebraska.
- (H) **LVFOP** shall mean the La Vista Fraternal Order of Police Lodge No. 28.
- (I) **Current City Compensation Ordinance** shall mean the Ordinance adopted by the City Council of the City of La Vista, Nebraska, which establishes the rates of compensation of employees of the City, and which is in effect on the date hereof, but including any amendments hereafter adopted thereto.
- (J) **City Council** shall mean the City Council of the City of La Vista, Nebraska.
- (K) **Mayor** shall mean the Mayor of the City of La Vista, Nebraska.

(L) **Fiscal Year** shall mean the fiscal period commencing October 1 and ending September 30.

Article 2 — LVFOP Recognition

Section 1. The City recognizes the LVFOP as the exclusive bargaining representative for those police employees of the City holding the following regular full-time positions:

Sergeant

Police Officer

excluding, however, all supervisory, confidential, seasonal, temporary, CETA and part-time employees.

Section 2. The intent of City Council Resolution No. 78-020, pursuant to which the LVFOP has heretofore been granted bargaining recognition by City, is fully preserved by this Agreement, including the express intent thereof that no management right or prerogative or policy shall be the subject of negotiations. The inclusion herein of any matter of management right, prerogative or policy shall not be deemed an agreement, understanding or consent to submit the same in the future to the collective bargaining process, or in any manner be deemed a waiver of the stated intent of Council Resolution No. 78-020.

Section 3. The mandatory or permissive nature of any subject, matter or issue included in or treated in this Agreement is fully preserved and the question as to whether same is a mandatory or permissive subject of bargaining shall be determined by law without regard to and totally apart from treatment or inclusion of such subject herein. The inclusion of any subject, matter or issue herein shall not be deemed an agreement, understanding or consent to submit the same in the future to the collective bargaining process, or be deemed a waiver of the City's management prerogative or right in respect thereto.

Article 3 — Bulletin Board and Ballot Boxes

Section 1. The City shall permit the LVFOP to use one bulletin board, designated by the Chief of Police, in the break room, for posting of notices of LVFOP meetings and elections, reports of LVFOP committees and other notices or announcements that may be of benefit or interest to the employees.

Section 2. Posted materials shall not contain anything political or discriminatory or reflect adversely upon the City or any of its employees. The bulletin board provided shall be for the exclusive use of the LVFOP.**Section 3.** The City will permit the LVFOP to use the LVFOP's own ballot box in the break room for LVFOP balloting or elections. No employee shall participate in any LVFOP election in any manner during his/her tour of duty.

Article 4 — LVFOP Activity

Section 1. The LVFOP agrees that its members, agents, and representatives will not solicit membership in the LVFOP or otherwise carry on LVFOP activity during working hours except as otherwise permitted by this Agreement.

Section 2. Employees may use their individual vacation days, compensatory time off, or personal leave days for the purpose of attending conventions, educational conferences or conducting LVFOP business, subject to the needs of the Department with respect to the scheduling of vacations and required manpower. The use of compensatory time off for such purposes shall be subject to the provisions of Article 11, Section 7, of this Agreement. The City shall not refuse personal leave days off, vacation time off, or compensatory time off, solely because the employee intends to use such days for the purposes stated above.

Article 5 — Check Off

Section 1. The City shall deduct LVFOP dues from the pay of each employee covered by this Agreement; provided, that at the time of such deduction there is in the possession of the City a current and unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto, marked Appendix “A”, and made a part hereof. Such authorization may be revoked, in the manner set forth in **Section 3** of this Article, by the employee at any time by giving written notice thereof to the City. The City shall deduct such dues from the pay of employees who have executed such assignments and remit such withholdings to the Union on either a monthly or bi-weekly basis, at the City’s option. Such withholdings shall be remitted to the duly designated LVFOP official by the City within ten (10) days following the issuance of pay warrants for the pay period respecting which the City, at its option, elects to deduct such withholdings in accordance with the foregoing. The LVFOP shall advise the City in writing of the name and address of the designated LVFOP official to whom the City should remit amounts so withheld.

Section 2. Previously executed and unrevoked written check off authorizations shall continue to be effective respecting employees reinstated or returning to work following layoff, leave of absence, or suspension, not exceeding six months. Previous authorizations of other employees rehired or reinstated shall not be considered to be effective. If an employee is on any form of paid leave of absence, the City shall continue to withhold union dues during such absence unless the assignment respecting the same has been or is revoked in the manner provided herein.

Section 3. Written revocations of check off authorizations shall not be effective unless received by the City Clerk at least two (2) weeks prior to the first pay date upon which such revocation is to take effect.

Section 4. At the time of execution of this Agreement, the LVFOP shall advise the City in writing of the exact amount of regular monthly LVFOP dues. If, subsequently, the LVFOP requests the City to deduct additional monthly LVFOP dues, such request shall be effective only upon written assurance by the LVFOP to the City that the amounts requested are regular monthly LVFOP dues duly approved in accordance with the LVFOP’s constitution and by-laws.

Section 5. The City agrees to provide this service without charge to the LVFOP.

Section 6. The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If for any reason the City fails to make a deduction for any employee as above provided, it shall make such deduction from the employee's next pay period in which LVFOP dues are normally deducted, but only if written notification by the LVFOP has been given to the City in time to permit such deduction. If the City makes an overpayment to the LVFOP, the City shall deduct that amount from the next remittance to the LVFOP. If the City inadvertently makes a dues deduction from the pay of an employee who has not authorized said deduction or who has revoked said authorization in accordance with **Section 3** of this Article, the LVFOP agrees to refund said deduction to the affected employee or to the City, on demand, or the City may withhold the amount of same from a subsequent remittance to the LVFOP. The LVFOP agrees to indemnify and hold the City harmless against any and all claims, suits, orders, judgments, loss or liability arising as a result of any action taken or not taken by the City under the provisions of this Article.

Article 6 — Employee Rights

Section 1. Any employee may request of the City Clerk the opportunity to review his/her personnel file during normal business hours at City Hall in the presence of appropriate personnel and any employee may request of the Chief of Police the opportunity to review his/her Departmental file, if maintained by the Department, during normal business hours at the Police Department in the presence of appropriate personnel. An employee shall not be entitled to review any materials that relate to any investigation that has not yet been completed or that relate to any potential disciplinary or other matter that has not yet been concluded.

Section 2.

- (A) Any employee who is the subject of a complaint filed with the La Vista Police Department shall be given a copy of the complaint after it is received by the management of the Department (except where notification to the employee could jeopardize an investigation) as soon as possible. The employee shall respond thereto after receipt of such notification if such a response is requested by the Department.
- (B) The employee may request the presence of an LVFOP representative or LVFOP-designated counsel ("Advisor") during any questioning of the employee regarding a citizen complaint or other internal affairs investigation matter. Such assistance or representation shall be allowed only in a situation in which the employee reasonably believes the investigation might lead to disciplinary action against the employee. The City shall have no duty to advise the employee of the right to make such a request, and the employee may withdraw the request at any time. The Advisor may assist and counsel the employee, and may offer input to the process and issues, but may not obstruct the City's investigation or the questioning of the employee. If the City reasonably considers that the Advisor is obstructing the City's investigation or questioning of the employee, the City may exclude the Advisor for the remainder of the investigation or questioning of the employee; provided, that if the City so excludes the Advisor, the employee shall be entitled to request the presence of another LVFOP representative or LVFOP-

designated counsel to serve as the Advisor, subject to all of the requirements and procedures of this subsection (B), during the remainder of the investigation or questioning of the employee. The employee shall not be entitled to have more than one person present as an Advisor under this provision. The City is not required to postpone a requested interview for more than ninety (90) minutes to await the arrival of the employee's requested Advisor and, after having waited ninety (90) minutes after the employee first informs the City that the employee would like for an Advisor to be present, or after having waited ninety (90) minutes after the employee first informs the City that the employee would like for a substitute Advisor to be present following exclusion by the City of the initial Advisor, the City may require the employee to submit to the questioning or investigation.

(C) The City shall notify the employee in writing of the final disposition of the complaint.

Section 3. Interviews of employees shall be conducted during a regular tour of duty of the employee, if possible. If same is not possible, interviews shall be scheduled at such times as will not unduly inconvenience the employee. Time spent by an employee who is interviewed outside his or her regular tour of duty will be considered hours worked by the employee, for purposes of Article 11 of this Agreement, unless the employee is under investigation regarding a possible criminal offense.

Section 4. Whenever a citizen complaint has been filed against an employee, and an investigation by the La Vista Police Department of such complaint has uncovered insufficient evidence to either prove or disprove either the citizen's complaint or the employee's explanation of the incident, it shall then be the right of the complaining citizen to request a polygraph examination of himself/herself or others, to be administered by a polygraph examiner employed or retained by the La Vista Police Department, if such citizen wishes to continue processing his or her complaint. In such event, if the citizen's or the other person's polygraph examination shows the complaining person or witness to be non-deceptive as to the relevant facts of the complaint, then the employee against whom complaint is made may be compelled to submit to a polygraph examination regarding the investigation.

Section 5. If an employee has not received a written reprimand for a period of three (3) years, he/she may request that all reprimands over three (3) years old be removed from his/her personnel file maintained by the City. No copies or notations of reprimands so removed shall be maintained in the employee's personnel file. The City may retain such removed documents in a file maintained by the City separately from the employee's personnel file for the purpose of complying with the provisions of Neb. Rev. Stat. §§ 81-1456 and 81-1457 and any other applicable legal requirements. Documents so removed from the employee's personnel file will not be used against the employee in City disciplinary action, employee evaluation, or promotional decisions.

Section 6. Any files or records maintained by the City which involve charges or complaints which shall be found not to be sustained, shall thereupon immediately be removed from that employee's personnel file. This shall be the responsibility of the City Clerk.

Section 7. The City may maintain indefinitely an administrative file of complaints against employees, to track the nature of complaints, summary of findings of investigations, and final actions taken, if any, in response to complaints. The administrative file will be maintained separately from employee personnel files. Material more than two (2) years old maintained in the administrative file will not be used against the employee in City disciplinary action or employee evaluation and promotional

decisions.

Section 8. Where an employee has had a complaint sustained against him/her through an investigation by the La Vista Police Department that does not result in a demotion or discharge, it shall be kept as a part of his/her personnel file for no more than three (3) years from the date of the complaint; provided, that if the employee is found, on the basis of another complaint made within such three (3) year period, to have repeated the conduct described in the original sustained complaint, such period shall be extended for an additional three (3) years. Effective October 1, 2014, documentation of demotion and the related investigation shall remain in the employee's personnel file no longer than five (5) years; provided, that if the employee is found, on the basis of another complaint made within such five (5) year period, to have repeated the conduct described in the original sustained complaint, such period shall be extended for an additional five (5) years. At the end of the retention or extended retention period described herein, the sustained complaint and all other accompanying documentation shall be removed from the employee's file, at the request of the employee to the Human Resources Office. If an employee is discharged as a result of a complaint or the related investigation, documentation regarding the complaint and the related investigation shall be permanently kept as part of the employee's personnel file. The City may retain any records removed from an employee's personnel file under this Section in a file maintained by the City separately from the employee's personnel file for the purpose of complying with the provisions of Neb. Rev. Stat. §§ 81-1456 and 81-1457 and any other applicable legal requirements. Materials so removed from the employee's personnel file under this Section will not be used against the employee in City disciplinary action, employee evaluation, or promotional decisions.

Section 9. Press releases concerning internal investigations shall not be issued by either the City or the LVFOP without prior notice to the other party that a press release is to be issued.

Section 10. If a complaint against an employee covered under this Agreement is found to be a false complaint, the Police Chief will review such case to determine if criminal charges are applicable.

Article 7 — Disciplinary Action

Section 1. Suspension. An employee covered by this Agreement may, for cause, be suspended without pay for a period or periods not exceeding thirty (30) calendar days in any twelve (12) consecutive months. However, no single suspension shall be for more than thirty (30) calendar days. Whenever a suspension is to be imposed without prior action by the Civil Service Commission, the employee shall be notified in writing of same not later than one (1) day before the suspension period is to commence. Such notice shall include the reasons for and the duration of the suspension.

Section 2. All other sections of the City of La Vista Personnel Manual relating to disciplinary action, not in conflict with this Agreement or applicable law are, by this reference, incorporated into this Agreement.

Section 3. The provisions of Chapter 19, Article 18, of the Nebraska Revised Statutes, ("Civil Service Commission"), and the City's ordinance and regulations pertaining to the City's Civil Service Commission, as previously or hereafter amended, are incorporated into this Agreement by reference, and shall supersede any provision or provisions hereof inconsistent therewith.

Article 8 — Seniority

Section 1. Seniority shall be based on continuous length of service in a classification without break or interruption, except as provided for in Section 2 of this Article. Any suspension for disciplinary purposes, absence on authorized leave with pay, or absence on authorized leave without pay for sixty (60) calendar days or less, shall not constitute a break or interruption of service within the meaning of this Section. Unless otherwise prohibited by law, any layoff or authorized absence without pay for more than sixty (60) calendar days shall result in a deduction from seniority of all time on leave or layoff.

Section 2. Seniority shall commence from the date an employee initially enters a classification. In the event an employee is demoted, whether voluntarily or involuntarily, the employee's seniority in the lower classification shall be retroactive to his/her initial date of entry into that classification. In the event two (2) employees are hired on the same date, the ranking by the Civil Service Commission shall determine their order of hiring for seniority purposes.

Section 3. A list of employees arranged in order of seniority by classification shall be maintained and made available for examination by employees; provided, that the seniority list shall be revised and updated at the end of each fiscal year and a copy of same shall be transmitted to the LVFOP.

Article 9 — Grievance Procedure; Response to Written Reprimand or Performance Review

Section 1. There shall be a grievance procedure under this Agreement, which shall be the grievance procedure set forth in the Personnel Manual, with the following modifications:

- (A) A grievance under this Agreement is defined as any dispute concerning the interpretation or application of a specific and express provision of this Agreement relating to wages, employee benefits, hours, or other terms and conditions of employment. A grievance under this Agreement may not be filed respecting personnel actions subject to the jurisdiction of the Civil Service Commission of the City.
- (B) Step One: Unless a grievance is presented in writing to the employee's immediate supervisor by the aggrieved employee or by the LVFOP within twenty (20) calendar days after the employee or the LVFOP is or should have been aware of the occurrence of the event giving rise to the grievance, the grievance is deemed to have been waived. If a timely grievance is submitted in writing to the immediate supervisor, the immediate supervisor will review the facts and circumstances of the grievance and respond to the employee and to the LVFOP regarding the grievance, in writing, within twenty (20) calendar days after receipt of the grievance.
- (C) Step Two: Within twenty (20) calendar days after receiving the decision of the employee's immediate supervisor on the grievance, the employee or the LVFOP, if dissatisfied with the decision, may appeal the supervisor's decision on the grievance by presenting the grievance, in writing, to the Chief of Police. Failure to thus initiate a timely appeal shall be deemed a waiver

of the grievance. If there is a timely appeal from the decision of the immediate supervisor, the Chief of Police will independently review the facts and circumstances of the grievance and respond in writing to the employee and to the LVFOP within twenty (20) calendar days after receipt of the appeal.

- (D) Step Three: Within twenty (20) calendar days after receiving the decision of the Chief of Police on the grievance, the employee or the LVFOP, if dissatisfied with the decision, may appeal the decision of the Chief of Police by presenting the grievance, in writing, to the City Administrator. Failure to thus initiate a timely appeal shall be deemed a waiver of the grievance. If there is a timely appeal from the decision of the Chief of Police, the City Administrator will independently review the facts and circumstances of the grievance and respond in writing to the employee and to the LVFOP within twenty (20) calendar days after receipt of the appeal.
- (E) Step Four: The City Administrator's decision on a grievance, as defined in and subject to this Agreement, appealed to him or her, shall not be final. Appeal from the decision of the City Administrator on an appealed grievance may be taken by the aggrieved employee or by the LVFOP to the Personnel Board. The appeal shall be in writing and shall be delivered to the City Clerk and to the chairperson of the Personnel Board within seven (7) calendar days after the aggrieved employee receives the City Administrator's decision on the grievance. Failure to thus initiate a timely appeal shall be deemed a waiver of the grievance. The Personnel Board shall meet within forty-five (45) calendar days after receipt of the written appeal by the City Clerk and shall issue a written decision on the appealed grievance within thirty (30) calendar days after the conclusion of said meeting. In making its decision, the Personnel Board shall be governed by and limited by the terms of this Agreement, and shall not make any decision that is not supported by the express provisions of this Agreement.
- (F) The time limits provided for in this grievance procedure shall be strictly construed and the failure of any moving party to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the previous step, or shall constitute a withdrawal of the grievance, whichever is appropriate.
- (G) If the last day specified for submitting a grievance, appealing a decision on a grievance, or making a decision on a grievance or on a grievance appeal falls on a Saturday, Sunday, or holiday observed by the City, or any other day on which City Hall administrative offices are not open for business, then the last day for submitting the grievance, appealing a decision on the grievance, or making the decision on the grievance or the grievance appeal shall be the next day on which City Hall administrative offices are open for business.
- (H) A document required to be filed or delivered under the foregoing grievance procedure may be hand delivered to the intended recipient. Alternatively, the document may be mailed to the intended recipient by certified United States mail, return receipt requested, properly addressed and with proper prepaid postage affixed, and such document thereupon shall be deemed to have been received by the intended recipient on the date of depositing the mailing in the U.S. Mail.

- (I) An aggrieved employee shall have the right to process his/her grievance individually, by the LVFOP, and/or by an attorney at law. If an employee elects to process his/her grievance individually or by an attorney at law without the assistance of the LVFOP, the LVFOP shall be entitled, upon its request or at the request of the City, to be heard regarding the grievance.
- (J) Each party reserves the right to litigate a question presented by a grievance in any court of competent jurisdiction if such party shall not be satisfied with the resolution of the grievance by the Personnel Board. However, no such litigation may be instituted or maintained by an employee or the LVFOP unless all available steps under this grievance procedure have been pursued and exhausted.

Section 2. An employee may draft a response within ten days after receipt of a written reprimand or a performance evaluation. The response shall be attached to all copies of the relevant written reprimand or performance evaluation, but the reprimand or performance evaluation shall not be grievable under the grievance procedure set forth in this Article.

Article 10 — Uniforms and Equipment

Section 1. The City shall provide and replace sufficient uniforms for uniformed employees where uniforms are required.

Section 2. The City will pay, directly to the service provider and not to the employee, the service provider's charges for cleaning up to eleven (11) two-piece uniform sets per calendar month per employee who is required to wear uniforms during the major portion of his or her working time during such calendar month. This applies only to the service provider designated by the City to provide such service, and to no other service provider.

Section 3. The City will pay, directly to the service provider and not to the employee, the service provider's charges for cleaning up to five (5) two-piece civilian clothing sets per calendar month per employee who is not required to wear uniforms during the major portion of his or her working time during such calendar month. This applies only to the service provider designated by the City to provide such service and no other service provider. "Two-piece civilian clothing sets" as used herein shall be deemed to mean suits, slacks and jacket, or skirt and jacket, which normally require dry cleaning or professional laundering rather than home laundering. If an employee wears both uniforms and civilian clothing sets during the calendar month, the employee shall be entitled to this benefit, but only to the extent of a maximum total of five (5) sets of clothing per calendar month, whether such sets of clothing be uniform sets, civilian clothing sets, or some combination thereof, totaling five (5) or less sets per calendar month.

Section 4. The City shall provide all required police equipment for all uniformed and non-uniformed employees. If approved by the Chief of Police, uniformed and non-uniformed employees may, at their own expense, purchase and utilize optional or alternative equipment.

Section 5. The City shall provide each employee with protective body armor for the use of such employee, which protective body armor shall remain the property of the City.

Section 6. The City shall provide regular replacement of City-provided articles as necessary for wear or damage, or loss of uniforms or equipment occurring in the performance of duties by employees, subject to the availability of budgeted funds.

Article 11 — Overtime

Section 1. The City will pay employees overtime at the rate of one and one-half times the employee's contractual hourly rate for all hours worked in excess of 80 hours by the employee during a work period. Each "work period" shall consist of 14 consecutive calendar days, which days shall coincide with the established pay periods.

Section 2. For the purposes of this Article 11, an employee's "contractual hourly rate" shall be the hourly rate shown respecting such employee on Appendix B, increased by any amounts due to the employee under Article 15, Section 2 (Police Detectives, Crime Prevention Officers, School Resource Officers, K-9 Officers, and Police Sergeants Permanently Assigned to Supervise Those Employees), Article 16 (longevity pay), and Article 19, Section 3 (advanced educational incentive).

Section 3. For purposes of this Article 11, "hours worked" shall include:

- (A) "Report-In" Time;
- (B) Time the employee spends working at the Police Station or on patrol or at his or her designated duty station or duty location, as scheduled or at the request of Departmental authorities;
- (C) Attendance at Departmental training sessions or other Departmental meetings during the employee's off-duty hours, when the City requires the employee to attend same;
- (D) Call-outs for work during an employee's off-duty hours;
- (E) Time spent on officially designated "standby" status. Time spent on "standby" shall not be considered hours worked if, while on standby status, the employee is free to pursue and engage in personal pursuits subject only to the requirements to remain sober, to remain within a 30-mile radius of La Vista City Hall, and to remain able to be contacted, if necessary, by telephone or radio;
- (F) Meal breaks during the duty shift of employees, since it is understood that employees are on call and not completely relieved from duty during such meal breaks;
- (G) Required time spent during an employee's normal off duty hours, at the request of City officials or the County Attorney's office, attending court proceedings as a witness or in any other capacity related to his/her official duties. All witness fees received by employees, with respect to court appearances for which the employee is paid hereunder by the City, shall be paid over to the City Clerk by the employee. If an employee's scheduled court appearance, falling on the employee's off-duty hours, is canceled after 5:00 p.m. on the business day prior to the scheduled court appearance, the employee shall be paid for two hours pay at the employee's regular rate of pay, but such two hours shall not be considered "hours worked" by the employee;

- (H) Required time spent, during an employee's normal off-duty hours, attending conferences with City or County attorneys, at the request of the latter, concerning City business or concerning court proceedings in which the employee is involved in an officially-related capacity;
- (I) Time spent in attendance at non-Departmental training sessions during the employee's off-duty hours, when the City requires the employee to attend same. Only the actual training time shall be considered hours worked under this subsection;
- (J) Pre-approved paid leave taken by employees shall be considered hours worked in computing overtime, provided, however, that personal leave taken, birthday leave taken, field training officer leave time earned and taken, wellness leave time earned and taken, and funeral leave taken shall not be considered as hours worked in computing overtime. Pre-approved for the purposes of this subsection, in the case of vacation leave, shall mean leave approved prior to the beginning of the work period, and in the case of sick leave, shall mean sick leave utilized in compliance with the applicable personnel rules; and
- (K) Required time spent, during an employee's normal off-duty hours, conducting official business on the telephone with City officials, at the request of the latter, concerning City business in which the employee is involved in an officially-related capacity. Only phone calls in excess of 8 (eight) minutes in length shall be considered hours worked.

Section 4. Travel time shall not be considered "hours worked" unless:

- (A) The employee has commenced a shift or other period of service by initially reporting to the police station and has then traveled from and returned to the police station, prior to completion of such service. (In such event, only the latter type of travel shall constitute hours worked, and home-to-police station and police station-to-home commuting travel time shall not constitute hours worked); or
- (B) The employee has, pursuant to City instruction or authorization, commenced a duty shift or other period of service by initially reporting to some duty, training or other site located in excess of 15 one-way road miles (by the most direct route) from the La Vista police station. In such case, the travel time to and from such duty, training or other site shall constitute hours worked. Meal expenses incurred with travel in excess of 15 one-way road miles shall be reimbursed to the employee.

If travel time otherwise constitutes hours worked under this **Section 4**, it shall be considered hours worked hereunder only to the extent of the time reasonably necessary to accomplish the travel in a safe manner.

Section 5. The City may require an off-duty employee to report for work at any time.

Section 6. In the following off-duty call out situations, hours worked shall be computed as follows:

- a. For purposes of determining hours worked for pay purposes (including overtime), an employee shall be credited with having worked a minimum of three hours when engaged in the activities

described in the following provisions of this Agreement:

Article 6, Section 2	(Off-duty Interviews);
Article 11, Section 3 (D)	(Off-duty Call-outs);
Article 11, Section 3 (G)	(Off-duty Court Time); or
Article 11, Section 3 (H)	(Off-duty Conferences).

If the time actually expended in such activities (including any compensable travel time) shall exceed three hours, the employee shall be credited for pay purposes (including overtime) as having worked the actual time so expended, provided that, in the case of off-duty call-outs the pay for said call-out shall be the greater of:

- (1) Three (3) hours of straight time pay; or
- (2) One and one-half (1-1/2) times the actual number of off-duty call out hours worked, provided there shall be no pyramiding of hours for purposes of computing overtime.

Section 7. In lieu of receiving monetary compensation for overtime hours worked as provided in this Article, any employee who has completed six (6) months of continuous employment in the Department may individually choose to accumulate Compensatory Time Leave In Lieu of Overtime Pay (“Comp Time Leave ”), under the conditions and subject to the restrictions of this Section 7.

- (A) If chosen by the employee, Comp Time Leave will be allowed at the rate of one and one-half times the number of hours of overtime hours worked. To choose Comp Time Leave, the employee must clearly indicate on his/her time card that the overtime hours worked are to be compensated in Comp Time Leave. If there is no such clear indication on the employee’s time card, the overtime hours worked will be compensated in pay at the overtime rate.
- (B) An employee will be allowed to use accrued and unused Comp Time Leave time off within a reasonable time after the employee requests to use such time off if the requested use of the time off does not unduly disrupt the operations of the City or the Department. This will be interpreted by the City, the LVFOP and the employees to mean: (1) Comp Time Leave may be taken only with the approval of the Department Head and only if the requested use of the time off does not unduly disrupt the operations of the City or the Department. (2) Comp Time Leave shall not be taken in increments of less than two hours. (3) Use of Comp Time Leave in increments of less than four hours must be approved at least forty-eight (48) hours in advance and may be taken only at the beginning or at the end of the employee’s work day.
- (C) Comp Time Leave may not be accrued beyond a total of seventy-five (75) Comp Time Leave hours (i.e., the Comp Time Leave which would be awarded for 50 overtime hours worked). As long as an employee has seventy-five (75) hours of Comp Time Leave accrued and unused, overtime hours worked by the employee will be compensated in overtime pay.
- (D) An employee may request to be paid for accrued Comp Time Leave at any time, and payment will be made by the City on the next regular pay day that is at least seven calendar days after the request is made. Whenever the City pays an employee for Comp Time Leave, payment will be at the employee’s then current regular hourly rate of pay; provided, however, that when an employee’s employment terminates, payment for accrued Comp Time Leave shall be made at the

employee's final regular hourly rate of pay or the average regular hourly rate received by the employee during the last three years of employment, whichever rate is higher.

- (E) At the end of each fiscal year, any Comp Time Leave accrued but not used will be paid for by the City to the employee and the employee's accrued Comp Time Leave balance will be reduced to zero.
- (F) The Department Head may, by not later than the 5th day of any calendar month, request an employee to schedule with the scheduling Departmental authority the employee's use of a designated number of hours of accrued Comp Time Leave within a calendar month which begins after the date of the request (EXAMPLE: By January 5, the Department Head may request the employee to schedule use by the employee of X hours of accrued Comp Time Leave during the following month of February or during the following month of March, or so forth.) If the employee has not, within the two week period following the date of the request, arranged for the scheduling of the requested use of the Comp Time Leave, the Department Head may schedule the employee to use the Comp Time Leave as requested.

Section 8. Newly hired employees will be paid while attending Basic Certification Training to obtain the certification required by Section 81-1414 of the Nebraska Revised Statutes. During such attendance, the City will pay the employee at one and one-half times the employee's contractual rate for hours worked in excess of eighty (80) during the City's work period of fourteen (14) consecutive calendar days. Only the time required to be spent in class or actual training sessions, shall be counted as hours worked for this purpose, and all other time while attending Basic Certification Training shall not be considered hours worked.

Article 12 — Leave Provisions

Section 1. Sick Leave. Paid sick leave shall be earned by each full-time employee at the rate of ten (10) hours for each full month of service, with a maximum accumulation of 880.

- (A) Sick leave must be earned before it can be taken and advancing sick leave is prohibited. Subject to Section 3 of this Article, employees may utilize accumulated sick leave when unable to perform their work duties by reason of personal illness or bodily injury not otherwise compensated by the City or its insurers, or under circumstances in which the Chief of Police and/or City Administrator determines the health of other employees or the public would or may be endangered by attendance of the employee for duty. Accumulated sick leave may also be utilized to keep medical or dental appointments. It may also be utilized for a maximum of sixty (60) hours in each calendar year for illness in the immediate family of the employee; provided, for the purposes of this Section and Section 2, the definition of immediate family shall be limited to an employee's spouse, child, stepchild, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, or legal dependent. In the event that the Personnel Manual establishes a broader definition of immediate family that applies in connection with sick leave benefits provided to non-police employees of the City under the Personnel Manual, that definition shall be applicable to this Section.
- (B) An employee shall be credited for one (1) hour of vacation leave for each eight (8) hours of sick leave earned in excess of the maximum allowable accumulation of sick leave amount.

- (C) A regular full-time employee's unused sick leave shall be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within three years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee files with the City Clerk a written designation of his or her estate as beneficiary of such payment.
- (D) Leave Donations. A regular full-time employee within the bargaining unit will be allowed to donate hours of accrued but unused vacation leave to another regular full-time employee within the bargaining unit who has exhausted his/her paid leave accruals (including accrued but unused sick leave, vacation leave, comp time leave, and every other form of paid accrued leave) and who needs additional leave as a result of a medical emergency. For this purpose, "medical emergency" means injury to or illness of the recipient employee (or the spouse or a dependent child of the recipient employee) that requires the recipient employee to be absent from work and would result in loss of wage income by the recipient employee because the recipient employee has used all of his or her paid leave. Any such donation by an employee may be made only in increments of not less than eight (8) hours per donation. No recipient employee may receive or use more than a total of five hundred (500) hours of donated leave during any "rolling" 12-month period measured backward from the date the employee receives or uses any such donated leave. A donation of leave shall be irrevocable after it has been approved and the transfer has been recorded in the City's records. The amount of vacation leave so donated shall be credited to the recipient employee as accrued but unused sick leave. When the recipient employee uses the donated leave time, the time shall be paid to the recipient employee at the recipient employee's own rate of pay. If the donating employee and the recipient employee have different rates of pay at the time the donation is made, the donated leave time will be converted based on the recipient employee's pay rate, so that the dollar value of the donated leave time to the recipient employee remains the same as the dollar value it had to the donating employee prior to the donation. Donation of the vacation leave shall be accomplished by a form established and prepared by the City which shall be executed by the donating employee, indicating the donating employee's desire to donate a specified number of hours of earned but unused vacation leave to another specifically identified employee then eligible to receive the donation. The form shall be submitted by the donating employee to the Chief of Police, who shall sign off on the form and forward the form through channels to the payroll department for consideration of approval by the City administration.

Section 2. Funeral Leave. Each regular full-time employee who has satisfactorily completed his/her probationary period shall be eligible for paid leave for such time as may be necessary to attend the funeral of a member of the immediate family of the employee, not to exceed forty (40) hours. Funeral leave shall not be granted for any other purpose, and shall not be accrued. Eligibility begins the day immediately following completion of the employee's probationary period. "Immediate family" is defined in Section 1(A) of this Article.

Section 3. Disability Leave With Pay. If an employee incurs temporary total disability or permanent total disability due to an accident or other cause occurring while in the line of duty, the provisions of

the Nebraska statutes as from time to time amended, including but not limited to the Nebraska Workers' Compensation Act and Neb. Rev. Stat. §§ 16-1011 and 16-1012, shall apply, as augmented by the following:

- (A) For purposes of this section, disability has the meaning set forth in Nebraska Revised Statute § 16-1011(1), which on the date of execution of this Agreement provides in part, "disability shall mean the complete inability of the police officer, for reasons of accident or other cause while in the line of duty, to perform the duties of a police officer." Proof of disability for purposes of this section shall require a medical examination conducted by a competent, disinterested physician who is duly licensed to practice medicine and surgery in Nebraska and certification to the City by such physician that the employee is unable to perform the duties of a police officer.
- (B) In case of temporary disability of an employee received while in the line of duty, the City will pay the employee, during the continuance of the temporary disability but for a period not to exceed twelve months, his or her regular pay based on the employee's normally scheduled duty hours ("Injured on Duty Pay"), subject to the provisions of this Section 3. Injured on Duty Pay shall not commence or shall cease, however, as the case may be, if it is ascertained by the City Administrator during such twelve-month period that such temporary disability has become permanent; in such event, the payments of Injured on Duty Pay shall cease and the employee shall be entitled to the benefits for pensions in case of disability as provided by law. The City shall have the right, at reasonable times, to require the disabled police officer to undergo a medical exam at the City's expense to determine the continuance of the disability claimed. Injured on Duty Pay to be paid by the City shall be reduced by all indemnity (wage replacement or partial wage replacement) benefit amounts paid to the employee under the Nebraska Workers' Compensation Act, which payments shall act as credits in favor of the City against such Injured on Duty Pay.
- (C) In case of a permanent disability of an employee, the employee shall be placed upon the roll of pensioned officers as provided in Neb. Rev. Stat. § 16-1011. All such payments of pension shall be reduced by all indemnity (wage replacement or partial wage replacement) benefit amounts paid to the employee under the Nebraska Workers' Compensation Act. Such payments shall not commence until all credit for unused annual or sick leave and other similar credits have been fully utilized by the disabled employee.

Section 4. Military Leave. The City will compensate employees absent from work to perform military service as provided in and limited by the Personnel Manual, Nebraska and Federal law. In any case in which the Personnel Manual, Nebraska law or Federal law requires the City to pay an employee respecting an absence due to military service, the calculation will be based upon the actual number of hours of City work and City pay actually missed by the employee on the actual days the employee was absent due to military service. The foregoing shall apply whether the employee's absence is for a "military leave of absence" requiring the City to pay the employee full pay for not to exceed one hundred twenty (120) hours in any one calendar year, or whether the employee's absence is for "state of emergency leave of absence" requiring the City to pay only the difference between the military pay actually earned and the City pay the employee would have earned had the employee not been absent. Cross reference: Neb. Rev. Stat. § 55-160. Military leave pay and state of emergency leave pay shall be in addition to any regular annual leave.

Example One: An employee misses 8 hours of City work and pay on a day the employee is called out on emergency National Guard blizzard duty. The City will pay the employee the difference between 8 hours of City pay and the military pay received for that day. Example Two: An employee misses 12 hours of City work and pay on a day that falls during the employee's two-week Army Reserve summer camp. The City will pay the employee 12 hours of City pay for that day.

Article 13 — Holidays, Personal Leave and Birthdays

Section 1. Holidays and when they are observed are as follows:

HOLIDAY	WHEN OBSERVED
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after the 4 th Thursday in November
Christmas Day	December 25

All regular full-time employees who have completed one full year of continuous employment in the Department shall be granted one (1) day (8 hours) of paid personal leave per year, provided, if a bargaining unit employee typically works a duty shift that is longer than eight (8) hours in duration at the time the employee takes the day of personal leave, the City shall pay the employee wages for the personal leave day that are equivalent to the employee's wages for the employee's typical duty shift of a longer number of hours, as such longer number of hours is certified by the Chief of Police on the employee's time card for the period in question. Personal leave shall not be accrued. Personal leave not used within one (1) calendar year after the employee becomes eligible for it shall be forfeited. Eligibility begins the day immediately following completion of one full year of continuous employment in the Department.

All regular full-time employees with continuous employment of one (1) year or more in the Department shall be granted one (1) day (8 hours) paid leave for observance of their birthday as arranged at the mutual convenience of the respective employee and the Department, provided, if a bargaining unit employee typically works a duty shift that is longer than eight (8) hours in duration at the time the employee takes the day of birthday leave, the City shall pay the employee wages for the birthday leave day that are equivalent to the employee's wages for the employee's typical duty shift of a longer number of hours, as such longer number of hours is certified by the Chief of Police on the employee's time card for the period in question. Birthday leave shall not be accrued. Birthday leave not used within one (1) calendar year after the employee becomes eligible for it shall be forfeited. Eligibility begins on the one (1) year anniversary of the appointment date for employees with continuous service. Eligibility for employees with non-continuous service of one (1) year begins when the total service time exceeds one (1) year.

Section 2. All regular full-time employees, except those who must work, shall receive holidays with pay for legal holidays observed by the City.

Section 3. All regular full-time employees who are required to work on the ten (10) fixed holidays observed by the City shall, in addition to the base pay for the hours actually worked on the holiday, be compensated at one and one half (1-¹/₂) times the base rate of pay for each hour actually worked on the holiday. If an observed holiday falls on an employee's regular day off so that the employee does not work on such day, said employee shall be entitled, in addition to his normal base pay, to eight (8) hours holiday pay.

Section 4. The City Administrator may disallow holiday pay if an employee is requested to work on the holiday and does not comply with such requests.

Section 5. No employee will be paid for a holiday unless he/she has been receiving a form of compensation either in approved paid leave or in pay status on the scheduled working day immediately preceding and on the scheduled working day immediately following the holiday, unless the employee is granted special approval for pay for the holiday by the City Administrator.

Article 14 — Vacations

Section 1. The City agrees to have the Police Chief determine and post the policy regarding scheduling of vacations for bargaining unit employees. No changes may be made in such policy until the prior policy has been in effect for at least one (1) year.

Section 2. Vacation leave shall be taken with the approval of the Chief of Police.

Section 3. Vacation shall only be taken during such time that is not disrupting to the work schedule of the Department.

Section 4. All paid vacation is earned on a bi-weekly basis. (For example, if an employee is entitled to earn 80 hours of paid vacation during a year of continuous employment, that employee earns 1/26th of 80 hours for each bi-weekly pay period completed during that year of continuous employment.) Paid vacation may be taken as it is earned, except that no paid vacation may be taken until the employee has actually completed six (6) months of continuous employment.

Section 5. Subject to the other provisions of this Article:

- (1) A full-time employee shall earn ten (10) days (80 hours) of paid vacation during the employee's first one (1) year of continuous employment.
- (2) A full-time employee shall earn ten (10) days (80 hours) of paid vacation during the employee's second year of continuous employment.
- (3) During each year of continuous employment after the second year of continuous employment, a full-time employee shall earn ten (10) days (80 hours) of paid vacation plus one (1) additional paid vacation day (8 hours) for each additional year of continuous

employment; provided, the total amount of paid vacation that may be earned in any one year shall not exceed one hundred eighty-four (184) hours. This paid vacation is also earned on a bi-weekly basis and may be taken as it is earned.

Vacation leave shall be used in increments of one (1) hour. Use of vacation in advance of earning it is prohibited.

Section 6. Vacation Cap. The maximum amount of paid vacation an employee may have earned but not taken at any point in time (the “Vacation Cap Amount”) is two hundred and twenty hours (220) hours.

When an employee’s earned but unused vacation reaches the Vacation Cap Amount, the employee shall earn no further paid vacation time until the employee uses some of the employee’s earned but unused vacation, at which time the employee will again begin to earn paid vacation and will continue to do so until the employee’s earned but unused vacation again reaches the Vacation Cap Amount.

Section 7. An observed holiday, as designated in Article 13, that falls during an employee’s vacation shall not be charged as vacation time.

Section 8. An employee who leaves the employment of the City shall be compensated for paid vacation leave earned but unused, to the extent of the Vacation Cap Amount specified in Section 6 of this Article.

Article 15 — Wages

Section 1. During the term of this Agreement and any extensions hereof, employees will be compensated in accordance with the hourly wage rates set forth in Appendix “B”, hereto, together with any other amounts due to the employee under this Agreement.

Section 2. Police Detectives, Crime Prevention Officers, School Resource Officers, K-9 Officers, and Police Sergeants Permanently Assigned to Supervise Those Employees. Employees who are assigned as Police Detectives, Crime Prevention Officers, School Resource Officers, and K-9 Officers on a permanent basis shall receive an additional \$1.50 per hour for the duration of the assignment. This does not include short term assignments of ninety (90) calendar days or less.

Police Sergeants permanently assigned to supervise Police Detectives, Crime Prevention Officers, School Resource Officers, and K-9 Officers shall receive an additional \$1.50 per hour for the duration of the assignment. This does not include short term assignments of ninety (90) calendar days or less.

Section 3. Interpreter Services Pay. An employee:

(1) who meets skills qualifications for communicating in a language (other than English), as determined by a qualifying test or evaluation administered or approved by the City’s Human Resources Department, or

(2) who, in the case of sign language, meets skills qualifications as determined by documented

certification or licensure granted or recognized by the Nebraska Commission for the Deaf and Hard of Hearing,

shall be paid a premium of ten dollars (\$10.00) per hour, over and above the employee's base hourly rate, for the first hour the employee is engaged in assigned and authorized interpretation or translation activities. Time spent in authorized interpretation or translation activities after the first hour will be calculated and paid for actual time worked to the nearest quarter hour. This Interpreter Services Pay shall be paid only when approved by a sworn police supervisor prior to the actual interpretation or translation activity, and only for interpreting or translating services the employee is requested to perform for the La Vista Police Department or the City of La Vista. If an employee is called out while off duty to perform interpretation or translation service, the employee shall receive Interpreter Services Pay in addition to any call-out pay that may be due under Article 11, Section 6.

Article 16 — Longevity Pay

Section 1. Full-time employees covered by this Agreement shall be entitled to a longevity allowance, as follows:

LENGTH OF SERVICE

LONGEVITY ALLOWANCE PER HOUR

An amount equal to the following percentage of the hourly rate shown on Appendix "B", rounded to the nearest whole cent:

Over 7 years	2.00%
Over 10 years	2.75%
Over 15 years	4.00%
Over 20 years	4.50%

Article 17 — Health, Dental and Life Insurance

Section 1.

- (A) Regular full-time employees of the City of La Vista, and their families, shall be entitled to be enrolled in the group life, health and dental insurance programs maintained by the City.
- (B) The City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single.
- (C) The City shall pay one hundred (100) percent of the premium for the twenty thousand dollar (\$20,000) life insurance policy provided each employee.

- (D) A general description of City's existing insurance benefit package is set forth in Appendix C.
- (E) Those employees electing not to participate in these coverages will receive no other form of compensation in lieu of this benefit, provided that prior to an employee being able to discontinue his/her health insurance benefit, said employee must provide the City with certificate or other evidence satisfactory to City that said employee, spouse and dependents (if applicable) have health insurance coverage from another source. If an employee is not able to provide said certification, the employee shall be required to maintain health insurance coverage through the City's Plan.

Section 2. The City shall be sole determiner of coverage under its life, health and dental insurance plans, but the City agrees to meet and confer with union representatives prior to City's agreement with the insurer for reduction of coverage or benefits.

Section 3. Any employee covered by this collective bargaining agreement that suffers an "in the line of duty" death, shall have their actual and reasonable funeral expenses paid by the City up to \$22,500.

Section 4. The City shall have the option to reopen Subsection 1(B) of this Article 17 for re-negotiation on October 1, 2019 (any such re-negotiated provision to be effective on and after October 1, 2019) – and/or to reopen such Subsection 1(B) on any October 1 thereafter (any such re-negotiated provision to be effective on and after such applicable October 1) – so long as the City provides not less than sixty (60) days written notice to the LVFOP of the City's desire to re-open such Subsection 1(B) for re-negotiation; provided, if the parties are unable to agree on revisions to such Subsection 1(B) upon any such reopening, then the provisions of such Subsection 1(B) shall remain in effect and both parties agree to waive and refrain from initiating any action in the Nebraska Commission of Industrial Relations regarding the matter.

Article 18 — Duty Shifts

Section 1. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and other break times, as the City may deem appropriate or necessary; provided, the LVFOP shall be given the opportunity to meet and confer on changes to the general structure of duty shifts, and the City shall provide seventy-two (72) hours notice prior to an individual employee's permanent reassignment from one duty shift to another. For temporary reassignment of shifts, the City shall provide a minimum of eight (8) hours notice. The City shall post within the Police Department the adopted shift lengths, beginning and ending times, and meal and other break times.

Section 2. Specialty Assignments. This Section applies to specialty assignments for which specialty pay is granted under this collective bargaining agreement. Any change in personnel holding a specialty assignment after the signing of this Amended Agreement (for 2007-2009) and any vacancy filled in a new specialty assignment after the signing of this Amended Agreement (for 2007-2009) will be accomplished through use of the following procedure:

- (A) To be eligible for such an assignment, a police officer must have a minimum of two years solo

patrol service with the La Vista Police Department as a police officer (unless this requirement is waived by the Chief of Police). In addition, the officer must possess any other qualifications established by the Chief of Police (such as but not limited to SWAT). In addition, the officer must have achieved a rating of at least "Successful" on his/her last annual evaluation.

- (B) Whenever a specialty position opening or assignment is available or anticipated, it will be announced agency-wide. The position will be posted on the bulletin board at the direction of the Chief of Police and will remain posted for a minimum of ten (10) calendar days. The posting shall summarize or make reference to the principal required and desired qualifications for the position, including essential knowledge, skills and abilities, practical experience, specialized skills, formal education, law enforcement-related training and education, and the date by which applications for the position must be submitted.
- (C) An employee who is interested in the position and who meets the posted qualifications and criteria may apply for the position by submitting a memorandum to the Chief of Police, via the chain of command, describing his/her interest in the position and qualifications for the position. The Chief of Police will make the final selection and appointment or assignment based upon his or her determination of the needs and best interests of the Department.
- (D) The Chief of Police may utilize alternative selection processes for positions, such as SWAT, due to multi-agency involvements.

At his or her discretion, the Chief of Police may transfer or remove officers from specialty positions for poor performance or personal conflicts, or at the request of the officer, or on the recommendation of the Division Commander.

Article 19 — Educational Assistance Program

The City Educational Assistance Program is provided as an incentive for employees to further their educations and development. This incentive is provided through partial financial reimbursement. The course(s) must, in the City's determination, provide benefit to the City by furthering the employee's skills and/or knowledge in his/her present job or a future position within the same City Department. Participation in the program does not guarantee the employee a promotion and/or pay increase.

Section 1. Eligibility: Any non-probationary, full-time employee of the Police Department is eligible to participate in the program.

Section 2. Conditions of Payment: The Educational Assistance Program provides for reimbursement of tuition, registration and laboratory fees only for courses in the Criminal Justice/Law Enforcement and/or related fields that have been approved by the Police Chief and City Administrator prior to enrollment in the class and that have been successfully completed by the employee with a grade of "C" or better. The City reserves the right to require attendance at an alternate accredited institution or to reduce the amount of reimbursement to the amount that would be paid at an alternate accredited institution.

Such course must be taken through a university, college, junior college or technical/community college that has been accredited through a nationally recognized accrediting agency or association.

All employees must take such course(s) through a university, college, junior college or technical/community college that has been accredited by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory."

Employees must notify the Police Chief in writing prior to June 1st annually if they intend to take classes during the upcoming fiscal year. This notice is in addition to all other requirements of the Personnel Manual for participation in the Educational Assistance Program.

Courses in hobbies, crafts, recreation, physical development or other unrelated skills are not eligible for the Educational Assistance Program.

The maximum aggregate educational expense for all personnel of the City employed within its Police Department shall in no event exceed \$10,000 per fiscal year. In any fiscal year in which the aggregate qualified and approved requests of employees of the Police Department exceeds such \$10,000 maximum, an allocation of such maximum shall be established by the City Administrator based upon the ratio of such requests as between employees of the Police Department covered by this Agreement and those not covered hereby. The maximum reimbursement available to a single employee through the Educational Assistance Program shall be \$1,500 per fiscal year, and if the amount of funds available in the pool or allocated pool is insufficient to honor the requests of all requesting employees (up to such \$1,500 maximum limitation), the City Administrator shall prorate the available funds and reimburse employees in such amounts as the City Administrator determines to be fair and equitable. Any portion of any educational expense that, because of any funding limitation recited in this paragraph, is not reimbursed by the City in the fiscal year during which the expense was incurred by the employee – which shall be deemed to be the fiscal year in which the employee receives the final academic grade for the class or course involved – shall not qualify for reimbursement by the City in any subsequent fiscal year; *provided, however*, the limitation stated in this sentence shall only apply with regard to educational expenses related to courses and classes in which the employee enrolls after August 7, 2003.

Section 3. Advanced Educational Incentive. The City shall pay an advanced educational incentive to all employees who have completed five (5) years of service with the Police Department as follows:

- \$0.18 per hour if the employee has obtained an Associate Degree from an accredited college as defined below; or
- \$0.29 per hour if the employee has obtained a Bachelors Degree from an accredited college or university as defined below; or
- \$0.35 per hour if the employee has obtained a Masters Degree in Criminal Justice or a related field as approved by the Chief of Police from an accredited college or university as defined below.

Employees who have acquired an advanced educational degree without the assistance of the Educational Assistance Program as defined in this Article 19 will be eligible to receive the advanced educational incentive after completing three (3) years of service with the Police Department.

In order to receive an advanced educational incentive, employees hired on or after October 1, 1997,

must have obtained an Associate's Degree, a Bachelor's Degree, or a Master's degree from a school that has been accredited by an accrediting agency recognized by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory."

Article 20 — Personnel Manual and Current Compensation Ordinance

Section 1. Except as stated in Sections 2 and 3 of Article 2 hereof, whenever there is a conflict in the specific and express terms of this Amended Agreement with the Current City Compensation Ordinance and/or the City's Personnel Manual, then:

- (A) The Current City Compensation Ordinance shall control over any inconsistent terms in the Personnel Manual.
- (B) The specific provisions of this Agreement shall control over any inconsistent terms in the Current City Compensation Ordinance or Personnel Manual.

No employee shall suffer any loss of wages, hours or working conditions by reason of the execution of this Amended Agreement, except as specifically set forth herein.

Article 21 — Field Training Officer (FTO) Paid Leave Time

Section 1. Employees assigned to train recruit police officers or sergeants in the Department's official Field Training Program shall receive, in addition to their regular pay, one (1) hour of "FTO Paid Leave Time" for each ten (10) hours of Field Training Officer Duty.

Earned "FTO Paid Leave Time" shall be credited to the employee at the conclusion of each field training phase. FTO Paid Leave Time shall not be accrued, and FTO Paid Leave Time not used within twelve months of its award shall be forfeited.

An employee assigned to Field Training Duty must be certified by the Department Head as a Field Trainer in the Department's official "Field Training Program" and must be assigned to the recruit or sergeant at some point during Field Training to be eligible for FTO Paid Leave Time. Sergeants shall not serve in an official Field Training Officer capacity for police officers.

Nothing in this Article shall prohibit or restrict the City from abolishing or revising its official "Field Training Program" whenever and however the City may deem it appropriate to do so.

Article 22 — Out of Class Pay

Section 1. After the legal execution of this agreement, a police officer assigned by the Chief of Police or his designee to work as the Police Officer in Charge (POIC) of a patrol shift in the absence of any patrol sergeant shall be compensated at the sergeant's rate of pay in step D for such hours worked. Employees being paid at a higher rate while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class ends. It is not the intent of the City to circumvent or avoid the normal promotion process and the City will not use such temporary assignments for this purpose.

Section 2. To be eligible for the POIC assignment, a police officer must have a minimum of three years experience with the La Vista Police Department as a police officer (unless this requirement is waived by the Chief of Police). In addition, the officer must possess any other qualifications established by the Chief of Police. In addition, the officer must have achieved a rating of at least “Successful” on his/her last annual evaluation.

Article 23 — Safety Committee

Section 1. In accordance with Sections 48-443 through 48-445 of Nebraska Revised Statutes, the City has appointed a Safety Committee consisting of management and non-management personnel. The duties of said committee shall be in accordance with said Statutes and applicable rules and regulations as may be validly adopted and amended by the Nebraska Department of Labor. Representation of non-management police personnel shall be solicited from the LVFOP.

Article 24 — Drug Testing Policy

Section 1. Employees shall be covered by and subject to City’s Drug Testing Policy as adopted by City Council Resolution No. 94-019 adopted April 5, 1994, and amended by City Council Resolution No. 96-077, adopted September 17, 1996, the specific terms of which are set forth in Section 14 of the Personnel Rules and Regulations of the City of La Vista. Prior to implementation of any amendments to such policy that have particular application to employees represented by the LVFOP, City shall advise the LVFOP of such amendment and shall, upon request by the LVFOP, meet and confer with the LVFOP as regards such amendment and its implementation as to employees represented by the LVFOP.

Article 25 — Savings Clause

Section 1. If any provision of this Agreement shall be declared by proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement not affected by such declaration shall remain in full force and effect for the duration of this Agreement.

Article 26 — Transition Provisions and Duration of Agreement

Section 1. Except as otherwise provided in this Agreement, the provisions of this Amended Agreement shall take effect on October 1, 2018, and shall remain in full force and effect until September 30, 2023.

Section 2. This Agreement shall not be of any legal force or effect until signed by the Mayor of the City of La Vista and a representative of the LVFOP. Both the City and LVFOP have negotiated this Agreement and made concessions in good faith in the course of such negotiations, in material reliance upon the agreements reached in this Agreement.

Section 3. This Agreement shall automatically renew from year to year unless either party shall notify the other party in writing, not later than the first day of the month of May immediately preceding the beginning of the City’s fiscal year with respect to which any modification of this Agreement is desired, that such party desires to modify this Agreement or any portion thereof.

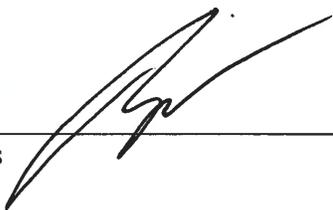
IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2018.

City of La Vista, Nebraska, a municipal corporation,

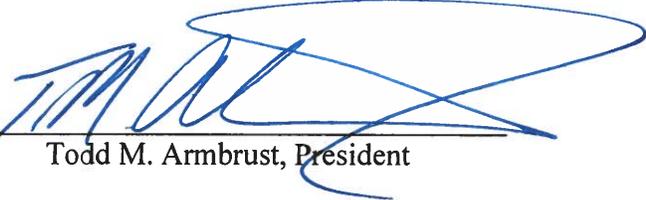
Witness

By _____
Douglas Kindig, Mayor

La Vista Fraternal Order of Police, Lodge No. 28



Witness

By 
Todd M. Armbrust, President

APPENDIX A — Authorization for Payroll Deduction

BY: _____
(Please print last name, first name, and middle initial)

Classification: _____ Social Security No. _____

TO THE CITY OF LA VISTA, NEBRASKA:

Effective the _____ day of _____, 20____, I hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of my current monthly dues to La Vista Fraternal Order of Police Lodge No. 28, as certified by such Association. The amount deducted shall be paid to whomever the La Vista Fraternal Order of Police Lodge No. 28 shall have designated to the City. This authorization shall remain effective unless terminated by me by written notice to the City, which notice I understand must be given by me at least two (2) weeks prior to the payroll date upon which it is to take effect. I further understand and agree that the City may make such withholdings and remit them to the Association on a monthly or bi-weekly basis, at the City's option.

Signature

Address

City State Zip

Date: _____

APPENDIX B – Hourly Rates of Pay~~2018-2019~~: The following hourly rates of pay shall apply during the period October 1, 2018 through September 30, 2019:

Title	A	B	C	D	E	F
Police Officer	\$25.38	\$27.09	\$29.78	\$31.52	\$34.40	\$36.19
Sergeant				\$38.71	\$40.32	\$42.88

2019-2020: The following hourly rates of pay shall apply during the period October 1, 2019 through September 30, 2020:

Title	A	B	C	D	E	F
Police Officer	\$26.20	\$27.97	\$30.75	\$32.54	\$35.52	\$37.37
Sergeant				\$39.97	\$41.63	\$44.27

2020-2021: The following hourly rates of pay shall apply during the period October 1, 2020 through September 30, 2021:

Title	A	B	C	D	E	F
Police Officer	\$27.05	\$28.88	\$31.75	\$33.60	\$36.67	\$38.58
Sergeant				\$41.27	\$42.98	\$45.71

2021-2022: The following hourly rates of pay shall apply during the period October 1, 2021 through September 30, 2022:

Title	A	B	C	D	E	F
Police Officer	\$27.93	\$29.82	\$32.78	\$34.69	\$37.86	\$39.83
Sergeant				\$42.61	\$44.38	\$47.20

2022-2023: The following hourly rates of pay shall apply during the period October 1, 2022 through September 30, 2023:

Title	A	B	C	D	E	F
Police Officer	\$28.91	\$30.86	\$33.93	\$35.90	\$39.19	\$41.22
Sergeant				\$44.10	\$45.93	\$48.85

APPENDIX C – General Description of City’s Existing Insurance Benefit Package

Effective Date: January 1, 2018

(All benefits are subject to the terms and conditions of the underlying insurance policies)

Comprehensive Major Medical:

	PPO	Non-PPO
Deductible (calendar year)		
Per person	\$1,000	\$10,000
Per family	\$2,000	\$20,000
Dependent Definition	Birth to age 26	
Physician Charges		
Telehealth Services	\$10 Copay	Not Covered
Primary Care – Office Visits	\$30 Copay	Deductible/20%
Specialist – Office Visits	\$50 Copay	Deductible/20%
X-Ray and laboratory (only when billed w/office visit)	No Copay	Deductible/20%
Preventive Exams	Paid 100%	Deductible/20%
Surgical	Deductible/20%	Deductible/20%
Emergency Care		
Hospital Emergency Room	\$200 Copay then 20%	
Urgent Care Center	\$75 Copay	Deductible/20%
Ambulance	Deductible then 20%	
Prior Authorization	Mandatory – if not obtained, benefits may be reduced or denied	
Lifetime Maximum	Unlimited	

Comprehensive Dental:

	PPO	Non-PPO
Calendar Year Deductible		
Preventive	\$0	\$0
Basic	\$25	\$25
Major	\$25	\$25
Orthodontia	\$ 0	\$ 0
Coinsurance		
Preventive	100 %	100 %
Basic	90 %	80 %
Major	60 %	50 %
Orthodontia	60 %	50 %
Family Limit	3 Times	3 Times

Maximum Benefits – Per person/calendar year - \$1,000
 Maximum Orthodontia Benefits – Lifetime per person - \$1,000

Life Insurance: Regular full time employees receive a \$20,000 life insurance benefit with an additional \$20,000 accidental death and dismemberment benefit.

Long Term Disability: Regular full time employees receive a long term disability benefit that provides 60% of monthly income (maximum \$5,000/month) after 90 days for qualifying events.

LETTER OF AGREEMENT ON THE DISTRIBUTION OF ACCRUED BUT UNUSED
SICK LEAVE BETWEEN THE CITY OF LA VISTA, NEBRASKA AND THE
FRATERNAL ORDER OF POLICE, LODGE NO. 28

This will confirm that for the duration of the Amended Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska (i.e., from the date of execution of this letter by the parties through September 30, 2023), Section 7.21 of the Personnel Manual, as it applies to employees within the bargaining unit covered by such agreement, will be interpreted as follows:

- (1) The "sick leave conversion" provision of Article 12, Subsection 1(B) of such agreement – which states, "An employee shall be credited for one (1) hour of vacation leave for each eight (8) hours of sick leave earned in excess of the maximum allowable accumulation of sick leave amount." – shall apply regarding all bargaining unit employees.
- (2) A bargaining unit employee who began his/her employment with the City before January 1, 2005 will be eligible for payment of not more than 880 hours of accrued but unused sick leave on separation from employment in accordance with and under the limitations stated in Subsection 7.21(1) of the Personnel Manual.
- (3) A bargaining unit employee who began his/her employment with the City on or after January 1, 2005 will be eligible for payment of his/her accrued but unused sick leave on separation from employment in accordance with and under the limitations described in Subsection 7.21(2) of the Personnel Manual, including the "sliding schedule" described in that subsection.

SO AGREED,



Todd M. Armbrust, President,
La Vista FOP Lodge 28

Date: 8/13/18

Brenda Gunn, City Administrator,
City of La Vista, Nebraska

Date: _____

**CITY OF LA VISTA
MAYOR & CITY COUNCIL
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT 84 TH STREET REDEVELOPMENT AREA PUBLIC INFRASTRUCTURE PROJECTS AUTHORIZE AMENDMENT NO. 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Amendment No. 2 to the joint Agreement for Professional Services with HDR, Inc. (HDR) to provide additional engineering services including special inspections services for City Parking Structure No. 1 in Parking District No. 2. The not-to-exceed fee increases by \$25,317 to \$675,289.

FISCAL IMPACT

The FY17/18 Biennial Budget includes funding for multiple potential public infrastructure improvements and associated services.

RECOMMENDATION

Approval

BACKGROUND

The initial agreement with HDR was approved on January 17, 2017 and Amendment No. 1 was approved on April 18, 2017. Since then City Parking Structure No. 1 in Parking District No. 2 has been designed and has started construction. To exercise due diligence in construction oversight, staff has prepared this amendment to utilize the specialized experience of HDR with the construction of post-tensioned, cast-in-place construction methods. This experience and oversight is to serve the best interests of the City by helping to ensure a durable and long lasting investment in this parking structure. The complete amendment is available for review.

The City and La Vista Community Development Agency both are parties to the agreement with HDR. A separate agenda item will be considered for Agency approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER TWO TO THE JOINT AGREEMENT FOR PROFESSIONAL SERVICES WITH HDR, INC. TO PROVIDE ADDITIONAL ENGINEERING SERVICES INCLUDING SPECIAL INSPECTIONS SERVICES FOR THE CITY OF LA VISTA AND THE LA VISTA COMMUNITY DEVELOPMENT AGENCY IN AN AMOUNT NOT TO EXCEED \$675,289.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined professional project management services are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number two to the joint agreement for professional services with HDR, Inc. to provide additional engineering services including special inspections services for the City and the Agency;

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number two to the joint agreement for professional services with HDR, Inc. to provide additional engineering services including special inspections services for the City of La Vista and the La Vista Community Development Agency in an amount not to exceed \$675,289.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on January 17, 2017 to perform engineering services for the City of La Vista, Nebraska and La Vista Community Development Agency (together "OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I Scope of Services shall be amended to include the following:

Special Inspection Services. See attached Exhibit A.

Section IV Compensation:

Compensation for HDR's services under this Amendment shall be on the basis of:

Direct Labor Costs times a factor of 3.0 for the services of HDR's personnel engaged on the Project, plus Reimbursable Expenses, with a not to exceed amount of twenty five thousand, three hundred and seventeen dollars (\$25,317).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on the Agreement shall be added to HDR's compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to HDR.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

City of La Vista, Nebraska and La Vista
Community Development Agency ("OWNER")

By: *Matthew Powell*

By: _____

Title: *Sr. Vice President*

Title: _____

Date: *8/15/18*

Date: _____

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT 84 TH STREET REDEVELOPMENT AREA PUBLIC INFRASTRUCTURE PROJECTS AUTHORIZE AMENDMENT NO. 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Amendment No. 2 to the joint Agreement for Professional Services with HDR, Inc. (HDR) to provide additional engineering services including special inspections services for City Parking Structure No. 1 in Parking District No. 2. The not-to-exceed fee increases by \$25,317 to \$675,289.

FISCAL IMPACT

The FY17/18 Biennial Budget includes funding for multiple potential public infrastructure improvements and associated services.

RECOMMENDATION

Approval

BACKGROUND

The initial agreement with HDR was approved on January 17, 2017 and Amendment No. 1 was approved on April 18, 2017. Since then City Parking Structure No. 1 in Parking District No. 2 has been designed and has started construction. To exercise due diligence in construction oversight, staff has prepared this amendment to utilize the specialized experience of HDR with the construction of post-tensioned, cast-in-place construction methods. This experience and oversight is to serve the best interests of the City by helping to ensure a durable and long lasting investment in this parking structure. The complete amendment is available for review.

The La Vista Community Development Agency and the City both are parties to the agreement with HDR. A separate agenda item will be considered for City approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AMENDMENT NUMBER TWO TO THE JOINT AGREEMENT FOR PROFESSIONAL SERVICES WITH HDR, INC. TO PROVIDE ADDITIONAL ENGINEERING SERVICES INCLUDING SPECIAL INSPECTIONS SERVICES FOR THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AND THE CITY OF LA VISTA IN AN AMOUNT NOT TO EXCEED \$675,289.

WHEREAS, the Community Development Agency (“Agency”) consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, the City Council acting as the La Vista Community Development Agency desires to approve amendment number two to the joint agreement for professional services with HDR, Inc. to provide additional engineering services including special inspections services for the Agency and the City;

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby approves amendment number two to the joint agreement for professional services with HDR, Inc. to provide additional engineering services including special inspections services for the La Vista Community Development Agency and the City of La Vista in an amount not to exceed \$675,289.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

LA VISTA COMMUNITY DEVELOPMENT
AGENCY

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, CMC
City Clerk

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on January 17, 2017 to perform engineering services for the City of La Vista, Nebraska and La Vista Community Development Agency (together "OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I Scope of Services shall be amended to include the following:

Special Inspection Services. See attached Exhibit A.

Section IV Compensation:

Compensation for HDR's services under this Amendment shall be on the basis of:

Direct Labor Costs times a factor of 3.0 for the services of HDR's personnel engaged on the Project, plus Reimbursable Expenses, with a not to exceed amount of twenty five thousand, three hundred and seventeen dollars (\$25,317).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on the Agreement shall be added to HDR's compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to HDR.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

City of La Vista, Nebraska and La Vista
Community Development Agency ("OWNER")

By: *Matthew Powell*

By: _____

Title: *Sr. Vice President*

Title: _____

Date: *8/15/18*

Date: _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
AWARD CONTRACT 84 TH STREET REDEVELOPMENT AREA CIVIC CENTER PARK SANITARY SEWER RELOCATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared approving a negotiated contract with Graham Construction, Inc. to construct the Civic Center Park Sanitary Sewer Relocation in an amount not to exceed \$260,000.00.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

Bids were requested for the Civic Center Park Sanitary Sewer Relocation project in May of this year. The project was published in the newspaper, in an on-line plan room, and notifications were sent directly to a list of sewer contractors by the design consultant. No bids were received. Follow up communications with contractors indicated that there is too much work in the market and a very significant shortage of sewer construction workers. In this circumstance State Statutes give the City the option to negotiate a contract.

The City Engineer worked with two contractors currently involved in 84th Street Redevelopment infrastructure projects for the City to obtain quotes to perform the work. One proposal was received from the Civic Center Park Phase 2 contractor in the amount of \$358,430.00. A second proposal was obtained from the La Vista City Centre Public Infrastructure contractor, Graham Construction, Inc., in the amount of \$260,000.00.

Due to the need to construct a fire access lane in the current construction season and the sewer relocation needing to be performed in advance of the fire access lane construction, the City Engineer recommends proceeding with the negotiated contract with Graham Construction, Inc.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO GRAHAM CONSTRUCTION, INC., OMAHA, NEBRASKA FOR CIVIC CENTER PARK SANITARY SEWER RELOCATION IN AN AMOUNT NOT TO EXCEED \$260,000.00.

WHEREAS, the City Council of the City of La Vista has determined Civic Center Park Sanitary Sewer Relocation is necessary; and

WHEREAS, the FY17/18 biennial budget include funding for this project in the Capital Improvement Program; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to Graham Construction, Inc., Omaha, Nebraska for Civic Center Park Sanitary Sewer Relation in an amount not to exceed \$260,000.00.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

PROPOSAL

BID DATE: 10:00 AM on May 24, 2018

TO: Pamela Buethe, City Clerk
City of La Vista, Nebraska

CIVIC CENTER PARK – SANITARY SEWER RELOCATION

The undersigned, having carefully examined the plans and specifications and other contract documents prepared by Thompson, Dreessen & Dorner, Inc., Engineers for the construction CIVIC CENTER PARK – SANITARY SEWER RELOCATION in and for the City of La Vista, Nebraska, and other such work as may be incidental thereto, and having personally examined the site of the work, hereby proposes to furnish all labor, tools, materials and equipment required for the performance of such work according to the following schedule of approximate quantities for the unit prices herein set forth:

Item	Description	Approx. Quantities		Unit Price		Amount
1	Mobilization	1	LS	\$ <u>90,861.92</u>	/ LS	\$ <u>90,861.92</u>
2	Clearing and Grubbing	1	LS	\$ <u>7,500.00</u>	/ LS	\$ <u>7,500.00</u>
3	Disconnect, Remove & Seal Existing Sanitary Sewer Line	1	LS	\$ <u>19,595.00</u>	/ LS	\$ <u>19,595.00</u>
4	Tie into Existing Sanitary Sewer Manhole with PSX Direct Drive Boot	2	EA	\$ <u>812.00</u>	/ EA	\$ <u>1,624.00</u>
5	Construct Sanitary Manhole, In Place	43	VF	\$ <u>815.76</u>	/ VF	\$ <u>35,077.68</u>
6	Construct 12" Sanitary Line, In Place	990	LF	\$ <u>97.86</u>	/ LF	\$ <u>96,881.40</u>
7	Adjust Existing Sanitary Manhole to Grade	3	EA	\$ <u>2,820.00</u>	/ EA	\$ <u>8,460.00</u>
TOTAL BID						\$ <u>260,000.00</u>

Blade Masters Grounds Maintenance Inc.

P.O. Box 167
 Bennington, NE 68007

Estimate

DATE	ESTIMATE #
6/29/2018	phase2sewer

NAME / ADDRESS
City of La Vista 9900 Portal Road La Vista, NE 68128

				PROJECT
ITEM	DESCRIPTION	QTY	COST	TOTAL
sanitary sewer	installation of sanitary sewer per plans and specs, priced per lineal foot	815	224.00	182,560.00
sanitary sewer	removal of sanitary sewer manhole	1	3,900.00	3,900.00
Silt Fence Installat...	remove and replace silt fence per lf	1,100	3.00	3,300.00
sanitary sewer	construct 12" SDR 35 sanitary sewer pipe greater than 17' per lf	175	330.00	57,750.00
sanitary sewer	install unstable trench bedding where necessary per lf	28	445.00	12,460.00
sanitary sewer	construct 54" manhole in place pre vertical foot	43	610.00	26,230.00
sanitary sewer	adjust manhole to grade per each	3	600.00	1,800.00
sanitary sewer	tie into existing sanitary sewer manhole with psx direct drive boot per each	2	13,000.00	26,000.00
sanitary sewer	disconnect remove and seal existing sanitary sewer line	1	26,280.00	26,280.00
seeding	cover crop seeding per spec	2,500	1.30	3,250.00
sanitary sewer	construct manhole ring and collar	1	900.00	900.00
mobilization	mobilization, insurance bonding	1	14,000.00	14,000.00
			TOTAL	\$358,430.00

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
CHANGE ORDER NO. 4 PUBLIC IMPROVEMENT REDEV. PROJECT PHASE 1B PAVEMENT & SEWERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Change Order No. 4 to the contract with KSI Construction, INC. of Omaha, NE for additional public sidewalk along Main Street. The change order will increase the contract price by \$135.60 to a total of \$408,650.62.

FISCAL IMPACT

The FY17/18 biennial budget provides funding in the Capital Improvement Program for this project.

RECOMMENDATION

Approval

BACKGROUND

Due to timing changes for 84th Street improvements in relation to the City Centre public infrastructure it was necessary to add a small quantity of public sidewalk to connect the interior sidewalk system to the 84th Street sidewalk system. The work is adjacent to the paving of Main Street that was performed by KSI, therefore, the work was added to their contract.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH KSI CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK TO THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$135.60.

WHEREAS, the City has determined it is necessary to make additions to the work in the contract; and

WHEREAS, the FY17/18 biennial budget provides funding for this project. The change order will increase the contract price by \$135.60 to a total of \$408,650.62;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with KSI Construction, Inc., Omaha Nebraska, to provide for additions of work to the contract in an amount not to exceed \$135.60.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Date of Issuance: July 30, 2018 Effective Date: July 30, 2018

Project: La Vista City Centre Phase 1B Pavement and Sewers.	Owner: City of La Vista	Owner's Contract No.: CD-17-008
Contract: Phase 1B Pavement and Sewers		Date of Contract: 09/11/17
Contractor: KSI Construction		Engineer's Project No.: B16-0546

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

Add to contract for the costs associated with the Work Change Directive # 5

Attachments: (List documents supporting change): WCD #5

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$ 314,501.90

Increase from previously approved Change Orders
No. 1 to No. 3:
\$ 94,013.12

Contract Price prior to this Change Order:
\$ 408,515.02

Increase of this Change Order:
\$ 135.60

Contract Price incorporating this Change Order:
\$ 408,650.62

Original Contract Times:
82 Calendar days, Substantial Completion
201 Calendar days, Final Completion

Contract Times from previously approved Change Orders
No. 1 to No.1:
December 1, 2017 – Substantial Completion
Ready for final payment (days or date): No Change

Contract Times prior to this Change Order:
December 1, 2017 – Substantial Completion
March 30, 2018 – Final Completion

No Change with this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:
December 15, 2017 – Substantial Completion
March 30, 2018 – Final Completion

RECOMMENDED:
By: Tony Eggleston
Engineer (Authorized Signature)
Date: 07/30/18

ACCEPTED:
By: Dr. P. L.
Contractor (Authorized Signature)
Date: 8/6/18

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

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**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
CHANGE ORDER NO 4 84 TH STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEV. PROJECT OFFSTREET PKG. DIST. NO. 2- STRUCTURE NO. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Change Order No. 4 to the contract with Hawkins Construction Co. of Omaha, Nebraska for additions and deletions of work, which will result in an increase in the contract price of \$10,503.00.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

The initial contract for this project was awarded to Hawkins Construction Co. in the amount of \$3,863,000.00 on November 21, 2017. Previous Change Orders increased the contract price to \$3,944,840.91. Change Order No.4 increases the contract amount by \$10,503.00 as a result of additional work to address site drainage issues due to changed conditions since the date that bids were submitted. The additional work also results in an increase in contract time by 11 calendar days to August 16, 2019.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 4 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS AND DELETIONS OF WORK TO THE CONTRACT IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$10,503.00.

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

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

WHEREAS, the contract price will increase with change order number 4 by \$10,503.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 4 to the contract with Hawkins Construction Co., Omaha, Nebraska, to provide for additions and deletions of work to the contract in an additional amount not to exceed \$10,503.00.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
10-17105-00_La Vista City Centre
Parking Facilities

CONTRACT INFORMATION:
Contract For: General Construction

Date: January 2, 2018

CHANGE ORDER INFORMATION:
Change Order Number: 004

Date: August 6, 2018

OWNER: *(Name and address)*
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

ARCHITECT: *(Name and address)*
DLR Group inc. (a Nebraska corporation)
6457 Frances Street, Suite 200
Omaha, NE 68106

CONTRACTOR: *(Name and address)*
Hawkins Construction Co.
2516 Deer Park Blvd
Omaha, NE 68105

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- 1. Return Site to Bid Condition per CPR 004.
\$10,503.00

The original Contract Sum was	\$	3,863,000.00
The net change by previously authorized Change Orders	\$	81,840.91
The Contract Sum prior to this Change Order was	\$	3,944,840.91
The Contract Sum will be increased by this Change Order in the amount of	\$	10,503.00
The new Contract Sum including this Change Order will be	\$	3,955,343.91

The Contract Time will be increased by Eleven (11 calendar) days.
The new date of Substantial Completion will be August 16, 2019

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DLR Group inc. (a Nebraska corporation)

Hawkins Construction Co.

City of La Vista

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Matthew Gulsvig

Jerry Seier,

Douglas Kindig,

Project Manager

Construction Manager

Mayor

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

August 6, 2018

8/7/2018

DATE

DATE

DATE

KPW

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR SEWER RATE STUDY FY20-FY24	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of a Professional Services Agreement with Burns & McDonnell Engineering Company, Inc. to provide consulting services necessary to perform a sanitary sewer rate study for the FY 20 through FY 24 time period. The agreement is an amount not to exceed \$41,640 and there is an option for public education efforts as an additional service in the amount of \$3,700 if that is determined to be needed at a future date.

FISCAL IMPACT

The Sewer Fund has an allocation for professional and contractual services. The fee set forth in the proposed Agreement is within the funding that has been allocated in the upcoming FY 19/20 Biennial Budget. The work will not be started until after October 1, 2018.

RECOMMENDATION

Approval

BACKGROUND

Pursuant to the authorization given at the February 6, 2018 City Council meeting, staff solicited letters of interest from 11 firms by invitation as well as publication. Letters of interest were received from six firms. Staff requested all six firms to submit proposals. Five proposals were received and evaluated by staff. Three firms were interviewed and a committee of six staff members have recommended that an agreement be executed with Burns & McDonnell Engineering Company, Inc. This company has a branch office in Omaha, but the primary work will be done by personnel located in the Kansas City, Missouri office. Fee proposals were included in the proposal submittals. The goal is to have the new rate study completed by April of 2019 so that the recommendations are available to update the FY 20 budget in regards to impacts on the Sewer Fund.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. TO PERFORM A SANITARY SEWER RATE STUDY FOR THE FY 20 THROUGH FY 24 TIME PERIOD IN AN AMOUNT NOT TO EXCEED \$41,640.

WHEREAS, the Mayor and City Council have determined that it is desirable to perform a sewer rate study; and

WHEREAS, the City Council authorized the request for letters of interest for engineering services to perform a sewer rate study on February 6, 2018; and

WHEREAS, the proposed FY19/20 Biennial Budget includes funding for the proposed project and related costs; and

WHEREAS, five proposals were received and reviewed, and three firms were interviewed by a committee; and

WHEREAS, staff has recommended that an agreement be executed with Burns & McDonnell Engineering Company, Inc.; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement in a form satisfactory to the City Administrator and City Attorney, be authorized with Burns & McDonnell Engineering Company, Inc. for the preparation of a sewer rate study for FY 20 through FY 24 in an amount not to exceed \$41,640.00, and that the Mayor is hereby authorized to execute said agreement and the City Clerk is further directed to attest to the same.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Sanitary Sewer Rate Study	Date of Agreement: [redacted], 2018
Client: The City of La Vista, Nebraska	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 45 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold

harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs. Notwithstanding the foregoing, Client shall own the deliverables provided to Client in accordance with scope described in Attachment A.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable

costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. NOT USED

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Nebraska without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

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

SYNOPSIS

A resolution has been prepared authorizing the execution of an Interlocal Cooperation Agreement with Sarpy County for hosting computer services.

FISCAL IMPACT

The proposed FY19/20 IT Budget contains funding for the proposed Service Agreement. Based on current server usage, the financial impact is estimated at \$14,580 per year for a three year agreement.

RECOMMENDATION

Approval.

BACKGROUND

The City has been operating with an Interlocal Agreement with Sarpy County Information Systems to provide Hosted Server services since October 2014 which was scheduled to expire June 30, 2017. Council extended the agreement to September 30, 2018. In 2014, the City did solicit for bids for Information Technology and Sarpy County was selected. During the extended period, the City worked with Sarpy County Information Systems to come to a one year agreement for continued IT services. This agreement will be a three year agreement for Sarpy County to host our servers at the set rate over the life of the contract.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SARPY COUNTY AND THE CITY OF LA VISTA FOR HOSTING COMPUTER SERVICES.

WHEREAS, the City Council has determined that a need exists to contract for hosting computer services; and

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

WHEREAS, Sarpy County has proposed an interlocal agreement between the City of La Vista and the County for a period of three years to provide Information Technology Services to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the proposed interlocal agreement between Sarpy County and the City of La Vista regarding hosting computer services for the City of La Vista is hereby approved subject to review by the City Attorney as to form, and that the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL AGREEMENT WITH CITY OF LA VISTA FOR HOSTED SERVICES

THIS AGREEMENT is entered by and between the City of La Vista, Nebraska, a municipal corporation ("City") and Sarpy County, a political subdivision of the State of Nebraska.

WHEREAS, the parties are authorized by the statutes of the State of Nebraska; including the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the parties desire to enter into an Interlocal agreement whereby Sarpy County shall provide technological services to the City, more specifically described herein.

NOW, THEREFORE, it is mutually agreed between the parties that they enter into this Agreement upon the following terms and conditions:

I. PURPOSE

The purpose of this Agreement is to establish the obligations of the parties with regard to hosted CPU, hosted storage, and hosted memory (hereinafter collectively referred to as "Hosted Services") provided by Sarpy County to City.

II. DURATION/TERMINATION

This Agreement shall begin October 1, 2018 and shall terminate three years thereafter. Either party may terminate this Agreement prior to that date by providing one hundred twenty (120) days advanced notice to the other party.

III. GENERAL ORGANIZATION

No separate legal or administrative entity will be created hereunder. Existing agents of the respective parties will complete the terms of this Agreement.

IV. PRICING

1. The following prices shall apply to the Hosted Services provided under this Agreement:

Pricing—Chart A		
CPU	Core	\$25.00
Memory	GB	\$3.00
Storage	GB	\$0.30
Bandwidth	Connection	\$100.00

2. The cost of the recommended Hosted Services are from the current usage in April 2018, and are described below in “Recommended Services—Chart B.” These services are more specifically described in Attachment “1.”

Recommended Services—Chart B			
Estimated Cost (per month)			
	Units Required	Cost	Total
CPU	16	\$25.00	\$400.00
Memory	66	\$3.00	\$198.00
Storage	1,724	\$0.30	\$517.20
Bandwidth	1	\$100.00	\$100.00
Total			\$1,215.20

V. DUTIES

1. HOSTED CPU

- a. Hosted CPU. Sarpy County will provide to the City a hosted configuration in a Virtual Environment, more specifically described in Attachment “1.”
- b. Additional Hosted CPU. Sarpy County will provide additional hosted CPU services as requested by the City using the same pricing and units as stated Section IV “Pricing—Chart A.” All requests must be in writing (or email to hosting@sarpy.com). Adjustments made before the 15th day of a month will be considered an entire month for billing, any request on or after the 15th day will be billed the next month.

2. HOSTED STORAGE

- a. Hosted Storage. Sarpy County will provide to the City hosted storage configuration in a Virtual Environment, more specifically described in Attachment “1.”

- b. Additional Hosted Storage. Sarpy County will provide additional hosted storage services as requested by the City using the same pricing and units as stated in Section VI, "Pricing—Chart A." All requests must be in writing (or email to hosting@sarpy.com). Adjustments made before the 15th day of a month will be considered an entire month for billing, any request on or after the 15th day will be billed the next month.

3. HOSTED MEMORY

- a. Hosted Memory. Sarpy County will provide to the City hosted memory configuration in a Virtual Environment, more specifically described in Attachment "1."
- b. Additional Hosted Memory. Sarpy County will provide additional hosted memory services as requested by the City using the same pricing and units as stated in Section VI, "Pricing—Chart A." All requests must be in writing (or email to hosting@sarpy.com). Adjustments made before the 15th day of a month will be considered an entire month for billing, any request on or after the 15th day will be billed the next month.

4. TEMPORARY RESOURCES

Temporary resources are generally requested/required during conversions, upgrades, or testing.

- a. Sarpy County will provide additional Hosted Services on a temporary basis provided that Sarpy County can allocate such resources without impacting the operation of other systems. "Temporary" will be considered less than 15 consecutive days. It is in Sarpy County's absolute discretion to determine whether it will provide temporary resources.
- b. Temporary resources may require the restarting/interruption of services to implement.

5. OWNERSHIP

- a. Server and Application Software. The City is responsible for all licenses for Server and Application Software (ex. Windows Server, SQL Server, Symantec Anti-Virus).
- b. Virtual Environment and Storage Software. Sarpy County will provide and maintain all licenses required to perform the Virtual Environment and Storage for the City.

6. CONNECTIVITY

- a. County to City Connectivity. Sarpy County will provide to the City a 1 GB Fiber Connection between the City Hall and the Sarpy County Courthouse. This connectivity is provided by a third-party vendor. See, Section IV, "Pricing—Chart A."
- b. Connectivity Failure. Sarpy County does not guarantee connectivity between the County and City as it is beyond the control of Sarpy County.

7. REDUNDANCY

- a. The virtual environment is hosted on hardware that is built with redundancy.
- b. Warm Site. Sarpy County will provide a warm site for Hosted Services and Storage that will be maintained at an alternate location (not at the Courthouse).
- c. Warm Site Response Time. Warm Site startup may take up to 4 hours.

8. BACKUP, FILE RECOVERY, AND DISASTER RECOVERY

The City shall continue to maintain, at its own cost, an Online Backup Provider that will enable the City to have additional Server and Data Storage Backup ("Online Backup"), File Recovery and Disaster Recovery Services in the event that the Sarpy County Primary and Warm Site are both unavailable to provide the City service. Below are the items that Sarpy County will assist the City in obtaining and configuring.

- a. Online Backup. Sarpy County will work with the City to provide an Online Backup Provider that would allow the City to maintain a copy of Server and Data Storage to a location outside of the Omaha area.
- b. File Recovery. Sarpy County will submit to the Online Service any requests for File Recovery for the City or perform the actual file recovery, depending on the service setup by the City.
- c. Disaster Recovery. Sarpy County will work with the City to utilize Disaster Recovery Solutions from the Online Backup Provider should a need arise.
- d. Disaster Recovery Priority. SCIS will allocate all available resources to aid all entities it supports in resuming system functions by priority of service, regardless of the entity. Example: Public Safety systems for a City would be higher priority than building permits for the County.

9. INVOICES AND PAYMENT

For the services described herein, Sarpy County shall provide the City with a quarterly invoice. Said invoice shall be based upon a monthly calculation of services. Payment is due in full within thirty (30) days of receipt.

10. OTHER OBLIGATIONS

Pursuant to Neb. Rev. Stat. § 13-804(5), the parties hereto acknowledge and agree that this Agreement does not relieve them from any obligation or responsibility imposed upon them by law.

11. NO PERSONAL INTEREST

The parties hereto declare that no officer, member, or employee, and no member of their governing bodies, and no other public officials of a party who exercise any functions or responsibilities in the review or approval of the undertaking described in this Agreement or in the performing of either parties' obligations pursuant to this Agreement, nor any partnership, or association in which he or she is directly or indirectly interested, shall have any personal or financial interest in this Agreement; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

12. SEVERABILITY

It is understood and agreed by the parties that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with the laws of this State or of the United States, the validity of the remaining terms, conditions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular term, condition, or provision held to be invalid.

13. DRUG FREE WORKPLACE

The parties hereto certify that they maintain a drug-free workplace environment to ensure worker safety and workplace integrity.

14. PUBLIC EMPLOYER

Pursuant to and in compliance with Neb. Rev. Stat. § 4-114(2), each party hereby agrees to use a federal immigration verification system, as that system is described in the Illegal Immigration Reform and Immigration Responsibility Act of 1996, to determine the work eligibility status of new employees physically performing services with the State of

Nebraska

15. NON-DISCRIMINATION

The parties hereto agree that they and their contractors and subcontracts will not discriminate against any employee or applicant for employment to be employed in the performance of the obligations under this Agreement, on the basis of race, color, religion, sex, disability, or national origin.

16. NOTICE

Notice to the parties shall be given in writing to the agents for each party named below.

Sarpy County:
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

City of La Vista:
City Clerk
8116 Park View Boulevard
La Vista, NE 68128

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as last written below.

CITY OF LA VISTA, NEBRASKA

By

Mayor

Date: _____

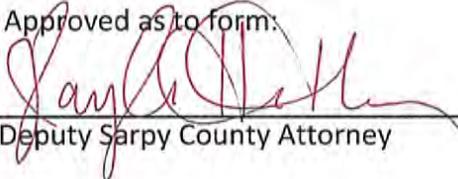
Approved as to form:

La Vista City Attorney

COUNTY OF SARPY, NEBRASKA
By the Sarpy County Board of Commissioners

Chairman

Date:

Approved as to form:


Deputy Sarpy County Attorney

Attachment "1"

Current City Servers Hosted Usage (April 2018)

Server	CPU Core's	Memory (GB)	Storage Total
BSA	2	16	115
DNS/DC	2	8	30
File/Share	2	8	114
File2/Print	2	12	875
Phone	2	6	40
VMail	2	4	46
Email	4	12	504
Totals	16	66	1724

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE - RECORDS MANAGEMENT SYSTEM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared to approve the purchase and implementation of a records management system from Microfilm Imaging Systems, Inc., Omaha Nebraska, in an amount not to exceed \$15,545.00.

FISCAL IMPACT

The FY17/18 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The Records Management Committee was reestablished in May of 2018. The goal of the Committee was to find a solution to aid in the creation of a records management system that would organize records and digitize records for easier retrieval, preservation and disaster preparedness.

The Committee held its first meeting on June 12, 2018 to review priority areas for records management, possible ad-on solutions, what solutions other cities are using for records management and ECM, and to request demonstrations.

The Committee selected three solutions for demonstrations: Laserfiche, OnBase by Hyland, and iCompass Technologies. Each solution provided a web-based demonstration/presentation for the Committee. IT staff from Sarpy County attended the three demonstrations also. Following each demo, the Committee assessed the pros and cons of the solution presented.

The Committee was provided quotes from the three resellers that were involved in the product demonstrations. Members of the Committee reviewed the quotes and determined, based on the City’s Purchasing policy, the City would not need to complete a request for proposals.

Based on the demonstrations, the solution capabilities in relation to our project scope, and the opportunity for future project expansion, the Committee selected to move forward with Laserfiche.

It was determined that there are two authorized Laserfiche resellers in the Omaha area. Quotes were received from Bishop Business and Microfilm Imaging Systems, Inc. (MIS). After further investigation into the product capabilities, committee members worked with the two resellers for quotes on the products needed.

MIS provided the lowest most responsible quote for the records management system purchase.

Bishop Business Equipment	\$ 18,600.00
Microfilm Imaging Systems, Inc. (MIS)	\$ 15,545.00

Other equipment that will need to be purchased by the City for the records management system will be a Microsoft SQL server and 2 more desktop scanners.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE PURCHASE AND IMPLEMENTATION OF A RECORDS MANAGEMENT SYSTEM FROM MICROFILM IMAGING SYSTEMS, INC., OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$15,545.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of records management system is necessary; and

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

WHEREAS, Quotes were obtained with Microfilm Imaging Systems, Inc. having the lowest most responsible quote.

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the purchase and implementation of a Records Management System from Microfilm Imaging Systems, Inc., Omaha Nebraska in an amount not to exceed \$15,545.00.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Laserfiche Vendor Pricing Comparison

Product	Bishop Business	Microfilm Imaging Systems
Avante MS SQL with Workflow	\$ 6,000.00	\$ 5,400.00
User Licenses		
Full Named User / Each	\$ 720.00	\$ 615.00
Full Name User(s) / 15 Total	\$ 10,800.00	\$ 9,225.00
Install/Train/Configure		
Hourly Rate	\$ 150.00	\$ 75.00
12 Hour Estimate - MIS*	\$ 1,800.00	\$ 920.00
Total Quote w/o Training Estimate	\$ 16,800.00	\$ 14,625.00
Total Quote w/Training Estimate	\$ 18,600.00	\$ 15,545.00
LSAP Fees		
Year Two	\$ 2,800.00	\$ 2,800.00
LSAP Includes 3rd Party Assistance	No	Yes

*The quote from MIS included a lump sum for 12 hours of Installation and Training. Using Bishop's known hourly rate, the cost for 12 hours of installation/training/configuration was extrapolated.



QUOTE

Microfilm Imaging Systems, Inc.

"Focusing with the Customer"

2530 Harney St, Omaha, NE 68131
 Phone 402-346-7211 Fax 402-346-6643
 jeremy@microfilmimaging.com

QUOTE # 6084
 DATE: AUGUST 7, 2018

EXPIRATION DATE 9/18/2018

TO City of La Vista
 8116 Park View Blvd.
 La Vista, NE 68128
 402-331-4343

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Jeremy		Invoice	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	First Year of LSAP included		
1	Laserfiche Avante MS SQL with Workflow	\$5400.00	\$5400.00
15	Laserfiche Named Full User (multiple buy discounted)	\$615.00	\$9225.00
			\$14,625.00
12hr	Training and Install	\$920.00	\$920.00
1	Second Year LSAP Fee total for Server and Users	\$2800.00	
	Does Not Include Sales Tax		
		SUBTOTAL	\$14,625.00
		INSTALL & TRAINING	\$920.00
		TOTAL	\$15,545.00

Quotation prepared by:  _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



Laserfiche

Authorized Reseller

City of LaVista

Laserfiche Document Management Software

Budget Pricing for Discussion Only - Avante Full SQL 15 User System

08.03.18

LASERFICHE Avante Software for 15 USERS

Laserfiche Avante Full SQL

Software Configuration	Unit Price	Extended Price	LSAP Unit Price	Extended Support	Implementation Budget	Total
1 Laserfiche Avante Server Software for MS SQL Express with Workflow	\$ 6,000	\$ 6,000	\$ 1,000	\$ 1,000	TBD	\$ 7,000
15 Full Named User Licenses for LaserficheAvante Software	\$ 720	\$ 10,800	\$ 120	\$ 1,800	TBD	\$ 12,600
Software installation and configuration					TBD	TBD
Total		\$ 16,800		\$ 2,800	\$ -	\$ 19,600

Annual LSAP Charges (commence after year 1) - \$2,800

Professional Services

Professional Services for installing software and developing and implementing Laserfiche templates, applications, business processes, workflows, integrations, etc. (software customization) are billed at the rate of \$150.00 per hour. Bishops consultants work with your team to determine design. A Scope of Work (SOW) detailing the tasks for each process along with an estimated number of hours will be put together and agreed on prior to commencing work. Professional Services billing will be at the completion of the project and billed for only the hours used. If there are changes or unknown factors that arise during the project dictating an increase in hours Bishops will work with you to amend the SOW upon agreement of both parties.

Notes

- 1 This pricing is for software only. To be installed on City of LaVista server or in the cloud.
- 2 The above pricing does not include sales tax.
- 3 Annual maintenance charges may increase as software is added.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE TRAFFIC COUNTER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to authorize the purchase of one (1) 2018 Wavetronix radar controlled traffic counter, in an amount not to exceed \$6,236.00

FISCAL IMPACT

The FY 17/18 General Fund Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The current traffic counter is approximately 20 years old and requires a significant amount of time for the traffic technician to set up the detection tubes and units to do traffic counts. This new unit will allow the technician to strap the counter to a street light or signal pole and the detection is performed through radar. This new unit will provide cleaner data and is much safer to set up than the current counter.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2018 WAVETRONIX RADAR CONTROLLED TRAFFIC COUNTER IN AN AMOUNT NOT TO EXCEED \$6,236.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of one traffic counter is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) 2018 Wavetronix radar controlled traffic counter in an amount not to exceed \$6,236.00.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



MID AMERICAN SIGNAL, INC.

2429 S MILL STREET KANSAS CITY, KS 66103
PHONE (913) 432-5002 FAX (913) 432-2213
<http://www.midamsignal.com>

QUOTATION

PREPARED FOR: Jim Ruffner
City of La Vista

DATE: 8/6/2018

PREPARED BY: Jordan Schwening

Per Your Request: **Wavetronix HD quote**

QTY DESCRIPTION

1	Smart Sensor HD 126, unit Including standard 40' sensor cable, Mounting sensor backplate and bracket, Smart Sensor Managing software	Side fire radar unit total:	\$	5,949.00
1	Click! 200	287.00	\$	287.00

This quote is for materials only.

Terms: Net 30 days from date of invoice, or as approved by Mid American Signal Credit Department.

An interest charge, as permitted by law, may be assessed on accounts unpaid after 30 days.

Quotation is valid for 60 days, with delivery 5-6 weeks after receipt of order.

Quotation is based upon quantities shown, any changes can be subject to price adjustment.

Quote does not reflect any tax or fees. All taxes and fees are your responsibility and are additional to the quote.

The above information is for the use of the person or entity named only. Unauthorized use is prohibited.

The above quotation does not include any installation of the products quoted.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA**

Subject:	Type:	Submitted By:
DISCUSSION - FIREWORKS	RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A discussion item has been placed on the Council agenda, at the request of the City Council, to discuss fireworks.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

N/A

BACKGROUND

At the August 8, 2018 City Council Meeting, there was a Councilmember request for a discussion item on fireworks. There was Council consensus to add the fireworks discussion to the next regular meeting agenda on August 21, 2018.