

## LA VISTA CITY COUNCIL MEETING AGENDA

May 16, 2023

6:00 p.m.

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

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Proclamation: National Public Works Week**
- **Service Award: Jodi Norton – 15 Years**
- **Appointment – Park & Recreation Advisory Committee – Deborah Dogba – 2 year term – Fill Vacancy**

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the May 2, 2023 City Council Meeting**
3. **Approval of the Minutes of the March 16, 2023 Planning Commission Meeting**
4. **Approval of the Minutes of the May 8, 2023 La Vista/Metropolitan Community College Condominium Owners Association, Inc. Meeting**
5. **Monthly Financial Report – March 2023**
6. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$1,539.50**
7. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$4,231.50**
8. **Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 – \$830,089.00**
9. **Request for Payment – Mackie Construction – Construction Services – Central Park Access Road – Park View Blvd – \$39,972.51**
10. **Request for Payment – JE Dunn Construction Co – Construction Services – Central Park Pavilion and Site Improvements – \$994,686.00**
11. **Request for Payment – NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation - \$77,684.99**
12. **Approve Manager Application – Class D Liquor License – Kwik Shop – Rosalind Sells**
13. **Approval of Claims**

- **Reports from City Administrator and Department Heads**

**B. Planned Unit Development Amendment – LB Southwest, LLC, – Lot 2, Woodhouse Place & Lots 1-2 Woodhouse Place Replat 1**

1. **Public Hearing**
2. **Resolution – Approve PUD Site Plan**
3. **Ordinance – Approve PUD Design Plan**

**C. Zoning Map Amendment – Lots 1-3 Mayfair 2<sup>nd</sup> Addition Replat Seven & Lot 2 Mayfair 2<sup>nd</sup> Addition Replat Three**

1. **Public Hearing**
2. **Ordinance**

**D. Amend Sections 33.19 and 35.50 of the La Vista Municipal Code**

1. **Ordinance – Amend Section 33.19 – Minutes**
2. **Ordinance – Amend Section 35.50 – Property Tax Request; Procedure**

**E. Resolution – Approve First Amendment to Improvement Agreement with Nebraska Multisport Complex**

**F. General Business Occupation Taxes ("GBOT"); Property Owner Consent to Enhancement Employment Area; GBOT Revenue Note – Vicinity of 120<sup>th</sup> and Giles Road**

1. **Ordinance - Amend, Replace & Supersede Ordinance No. 1462 Regarding General Business Occupation Taxes within Designated Enhanced Employment Area**
2. **Resolution – Consent of property Owners to Inclusion of Property in Enhanced Employment Area**
3. **Resolution – Authorizing City of La Vista Occupation Tax Revenue Note**

- G. Ordinance – Amend Compensation Ordinance**
- H. Resolution – Approve First Amendment to Interlocal Agreement – Sarpy County and Cities Wastewater Agency**
- I. Resolution – Approval of Sarpy County and Cities Wastewater Agency FY2023-2024 Budget**
- J. Resolution – Authorize City Administrator to Approve Standard Operation Policies Covering Secure Procedures**
- K. Resolution – Authorization to Invest City Funds with Nebraska Investment Trust (NFIT)**
- L. Software Agreement & Purchase – Parking Garages**
  - 1. Resolution – Approval of Parking Software Agreement
  - 2. Resolution – Purchase of TIBA SPARK Suite Platform
- M. Approve – Title VI Civil Rights Non-Discrimination Plan – La Vista/Ralston Special Services Bus**
  - **Comments from the Floor**
  - **Comments from Mayor and Council**
- N. Executive Session – Contract Negotiations**
  - **Adjournment**

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



**PROCLAMATION  
NATIONAL PUBLIC WORKS WEEK**

WHEREAS, Public Works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of La Vista; and

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

WHEREAS, it is in the public interest for the citizens and civic leaders in La Vista to gain knowledge and understanding of the importance of public works first responders and public works programs in their communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim the week of May 21 - 27, 2023 as NATIONAL PUBLIC WORKS WEEK and call upon all citizens and civic organizations to recognize the contributions that public works staff and officials make every day to our health, safety and comfort.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 16th day of May, 2023.

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **JODI NORTON** OF THE LA VISTA PUBLIC LIBRARY, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Jodi Norton** has served the City of La Vista since April 14, 2008; and

WHEREAS, **Jodi Norton** 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 **Jodi Norton** on behalf of the City of La Vista for 15 years of service to the City.

DATED THIS 16TH DAY OF MAY 2023.

A handwritten signature in black ink.

Douglas Kindig, Mayor

A handwritten signature in blue ink.

Kim J. Thomas  
Councilmember, Ward I

A handwritten signature in blue ink.

Terrilyn Quick  
Councilmember, Ward I

A handwritten signature in blue ink.

Ronald Sheehan  
Councilmember, Ward II

A handwritten signature in blue ink.

Deb Hale  
Councilmember, Ward III

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Kelly R. Sell  
Councilmember, Ward IV

A handwritten signature in blue ink.

Josh Frey  
Councilmember, Ward II

A handwritten signature in black ink.

Alan W. Ronan  
Councilmember, Ward III

A handwritten signature in blue ink.

Jim Frederick  
Councilmember, Ward IV

ATTEST:

A handwritten signature in blue ink.

Pamela A. Buethe, MMC  
City Clerk



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# MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING May 2, 2023

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 May 2, 2023. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quirk, and Hale. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, City Engineer Dowse, Human Resources Director Lowery, Finance Director Harris, Director of Public Works Soucie, Community Development Director Fountain, Library Director Barcal, Police Captain Barcal and Assistant Recreation Director Karlson.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on April 19, 2023. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### PROCLAMATION – EAGLE SCOUT – ETHAN MCMURTRY

Mayor Kindig presented a proclamation to Eagle Scout Ethan McMurtry. Ethan gave an overview of his project at Southwind Park.

### PROCLAMATION – PUBLIC SERVICE RECOGNITION WEEK

Mayor Kindig proclaimed May 7 – 13, 2023 as Public Service Recognition Week and presented the proclamation to Director of Administrative Services Pokorny.

### PROCLAMATION – NATIONAL POLICE WEEK & PEACE OFFICERS' MEMORIAL DAY

Mayor Kindig proclaimed May 14 – 20, 2023 as National Police Week and May 15, 2023 as Peace Officers' Memorial Day and presented the proclamation to Captain D.J. Barcal and Captain Jeremy Kinsey.

### SERVICE AWARD: CEDATE SHULTZ – 5 YEARS

Mayor Kindig recognized Cedate Shultz for 5 years of service to the City.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE APRIL 18, 2023 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE FEBRUARY 13, 2023 LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC. MEETING
4. APPROVAL OF THE MINUTES OF THE MARCH 9, 2023 LIBRARY ADVISORY BOARD MEETING
5. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING PHASE 1 – \$2,786.09
6. REQUEST FOR PAYMENT – CREATIVE SITES, LLC – PROFESSIONAL SERVICES – JAYCEE PARK PLAYGROUND INSTALLATION – \$46,405.00
7. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$7,298.25
8. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – TERRY DR, LILLIAN AVE & S. 78<sup>TH</sup> ST PAVEMENT REHABILITATION – \$1,575.00
9. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CITY PARK DISTRICT ACCESS IMPROVEMENTS – DRAINAGE – \$1,290.00

# MINUTE RECORD

**10. REQUEST FOR PAYMENT – HGM ASSOCIATES INC. – PROFESSIONAL SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – PHASE 2 FINAL DESIGN – \$41,899.62**  
**11. APPROVAL OF CLAIMS**

1000 BULBS, bld&grnds	90.17
AA WHEEL & TRUCK SUPPLY INC, maint.	9.54
AAMCO TRANSMISSIONS, maint.	4,250.00
ACTION BATTERIES, maint.	103.32
ACTIVE NETWORK LLC, services	102.40
AKRS EQUIPMENT SOLUTIONS INC, maint.	947.91
AMAZON, supplies	835.46
ANDERSON, P., travel	192.50
ARNOLD MOTOR SUPPLY, maint.	274.45
ASPEN EQUIPMENT CO, maint.	383.79
AT&T MOBILITY LLC, phones	98.24
BARCAL, ROSE, reimbursement	56.67
BERGANKDV LLC, services	6,200.00
BIBLIOTHECA LLC, media	51.66
BIG O BOUNCE LLC, services	495.00
BISHOP BUSINESS, services	377.35
BOBCAT OF OMAHA, maint.	187.82
BOOT BARN, apparel	423.24
BOWERS, SYDNEY, tuition	438.00
CENTER FOR INTERNET SECURITY INC, services	900.00
CENTER POINT INC, books	430.26
CENTURY LINK/LUMEN, phones	676.78
CINTAS CORP, services	26.78
CITY OF OMAHA, services	260,093.15
COX COMMUNICATION INC, services	287.30
CUMMINS CENTRAL POWER LLC, maint.	265.18
D & K PRODUCTS, supplies	2,164.60
DATASHIELD CORP, services	60.00
DEMCO INC, maint.	353.11
DESIGN WORKSHOP INC, services	2,575.00
DIAMOND VOGEL PAINTS, supplies	21.63
DOUGLAS COUNTY SHERIFF'S OFC, services	100.00
EBSCO INFORMATION, services	2,982.67
ECHO GROUP INC, bld&grnds	4.49
ESSENTIAL SCREENS, services	596.25
FANTASY DRONE SHOWS LLC, services	20,000.00
FERGUSON ENTERPRISES INC, bld&grnds	4.80
FINDAWAY WORLD LLC, services	149.99
FLEETPRIDE, maint.	86.00
FOUNTAIN, B., travel	355.58
FUN EXPRESS LLC, supplies	531.21
GALE, books	270.65
GENERAL FIRE & SAFETY, bld&grnds	155.00
GREAT PLAINS UNIFORMS, apparel	273.00
GREATAMERICA FINANCIAL, services	1,565.96
HANEY SHOE STORE, apparel	150.00
HDR ENGINEERING INC, services	1,161.57
HGM ASSOCIATES INC, services	350.40
HITOUCHE BUSINESS SERVICES, supplies	252.00
HOME DEPOT, supplies	44.94
HY-VEE INC, services	100.00
INDUSTRIAL SALES CO, supplies	842.54
INGRAM LIBRARY SERVICES, books	2,716.37
J & J SMALL ENGINE, maint.	77.60

# MINUTE RECORD

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JANITOR DEPOT MIDWEST LLC, supplies	131.07
JE DUNN CONSTRUCTION CO, services	803,328.00
JOHNSTONE SUPPLY CO, bld&grnds	119.00
KANOPIY INC, services	188.00
KIMBALL MIDWEST, supplies	284.00
LV COMM FOUNDATION, payroll	270.00
LARSEN SUPPLY CO, supplies	1,472.86
LOGAN CONTRACTORS SUPPLY, maint.	120.83
MARCO INC, services	147.87
MENARDS-RALSTON, bld&grnds	563.88
METRO COMM COLLEGE, bld&grnds	4,489.50
MUD, utilities	2,404.36
MID-AMERICAN BENEFITS INC, services	1,559.34
MIDWEST TAPE, media	274.15
MSC INDUSTRIAL SUPPLY, maint.	136.78
MURPHY TRACTOR, maint.	183.61
NE DEPT OF REVENUE, lottery	83,867.00
NE DEPT OF REVENUE, sales tax	489.69
NE IOWA DOOR SERVICES, bld&grnds	1,424.91
NE IOWA INDL FASTENERS INC, maint.	59.94
NE SECRETARY OF STATE, services	30.00
NE STATE FIRE MARSHAL, bld&grnds	72.00
NEBRASKALAND TIRE INC, maint.	8,690.72
NICHE ACADEMY LLC, services	1,600.00
NLA-NEBRASKA LIBRARY ASSN, services	590.00
OFFICE DEPOT INC, supplies	436.08
OLSSON INC, services	5,603.25
OPPD, utilities	40,506.28
OMAHA WINNELSON SUPPLY, maint.	17.17
OMAHA WORLD-HERALD, services	642.49
OMNI ENGINEERING, services	859.75
PAPILLION TIRE INC, maint.	408.57
PAYROLL MAXX, payroll & taxes	420,778.65
PER MAR SECURITY, services	198.30
PITNEY BOWES, supplies	481.35
PORT-A-JOHNS, services	90.00
READY MIX CONCRETE CO, services	5,104.29
RED EQUIPMENT LLC, maint.	794.82
RED WING, apparel	450.00
REVOLUTION WRAPS LLC, services	401.66
ROBERT HALF, services	2,264.32
SHERWIN-WILLIAMS, supplies	31.32
SHI INTERNATIONAL CORP, services	13,681.05
SIGN IT, services	80.00
SOLBERG, C., travel	208.26
SOUTHERN UNIFORM, apparel	55.25
SOUTHERNCARLSON INC, services	105.00
STREETSCAN, services	5,750.00
THE COLONIAL PRESS INC, services	1,064.35
THE SCHEMMER ASSOCIATES INC, services	4,925.00
TONY/JUDY LARRY, refund	300.00
TREMCO PRODUCTS INC, services	401.90
TRUCK CENTER COMPANIES, maint.	950.53
TY'S OUTDOOR POWER, maint.	263.30
UNITED STATES POSTAL SERVICE, postage	1,557.68
VAL VERDE ANIMAL HOSPITAL INC, services	102.00
VERIZON WIRELESS, phones	18.02
VERMEER HIGH PLAINS, apparel	45.42

# MINUTE RECORD

May 2, 2023

No. 729 — REDFIELD DIRECT E2106195KV

VIERREGGER ELECTRIC CO, services	2,776.08
WALMART, supplies	747.44
WHITE CAP LP, bld&grnds	177.12
WOODHOUSE FORD-BLAIR, maint.	117.06
WRISTBAND WORLD LLC, services	520.00

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Library Director Barcal reported on Library programs.

Assistant Recreation Director Karlson reported on recent and upcoming events.

Deputy Director of Public Works Calentine provided an update on pavement projects.

## GROW SARPY – FIRST QUARTER REPORT

Mike Rooks with Grow Sarpy presented the first quarter report.

## PRESENTATION – BRIDGE DESIGN

Assistant City Administrator Ramirez presented bridge design options. Council discussion was held.

## PRESENTATION – REFLECTION PLAZA

Assistant City Administrator Ramirez presented possible locations for the Reflection Plaza. Council discussion was held.

## B. ORDINANCE – AMEND MUNICIPAL CODE – ASSISTANT CITY TREASURER

Councilmember Thomas introduced Ordinance No. 1479 entitled: AN ORDINANCE TO ADD SECTION 31.211 ASSISTANT CITY TREASURER TO THE LA VISTA MUNICIPAL CODE TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sheehan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell and Wetuski. Motion carried.

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1479. Councilmember Quick seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell and Wetuski. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## COMMENTS FROM THE FLOOR

Andrew Morse of 7306 S 71<sup>st</sup> Street addressed the Council regarding sites for the Reflection Plaza.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig reported on legislative updates.

# MINUTE RECORD

May 2, 2023

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At 7:15 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell and Wetuski. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

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

ATTEST:

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



**MEETING MINUTES**  
**CITY OF LA VISTA PLANNING COMMISSION**  
**8116 PARK VIEW BOULEVARD, LA VISTA, NE 68128**  
**P: (402) 593-6400**

**THURSDAY, APRIL 20 AT 6:30 P.M.**

The City of La Vista Planning Commission held a meeting on Thursday, April 20, 2023, in the Harold "Andy" Anderson Council Chambers at La Vista City Hall, 8116 Park View Boulevard. 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. The following Planning Commission members were present and absent:

**PRESENT:** Gayle Malmquist, Patrick Coghlan, Josh Frey, Kathleen Alexander, Jason Dale, Harold Sargus, John Gahan, and Mike Krzywicki

**ABSENT:** Mike Circo, Patrick Coghlan, Austin Partridge

**STAFF PRESENT:** Bruce Fountain, Community Development Director; Chris Solberg Deputy Community Development Director; Meghan Engberg, Permit Technician; Pat Dowse, City Engineer

**Call to Order**

The meeting was called to order by Chair Sargus at 6:30 p.m. Copies of the agenda and staff reports were made available to the public.

**1. Approval of Meeting Minutes from March 16, 2023**

***Motion:*** Malmquist moved, seconded by Gahan, to **approve** the March 16, 2023, minutes.

<b>RESULT:</b>	<b>Motion carried 7-0</b>
<b>MOTION BY:</b>	Malmquist
<b>SECONDED BY:</b>	Gahan
<b>AYES:</b>	Coghlan, Gahan, Krzywicki, Malmquist, Dale, Sargus, Alexander, Frey
<b>NAYS:</b>	None
<b>ABSTAINED:</b>	None
<b>ABSENT:</b>	Circo, Coghlan, Partridge

**2. Old Business**

None.

### 3. New Business

#### A. PUD Amendment – Lot 2 Woodhouse Place and Lots 1 & 2 Woodhouse Place Replat 2 - Woodhouse Auto Family

##### i. **Staff Report – Christopher Solberg, Deputy Community Development Director:**

Solberg stated that the applicant, LB Southwest, LLC, is asking for an amendment to the PUD Site Plan and Ordinance for an automobile dealership to incorporate a small automotive leasing facility into the site plan and to incorporate the Automotive Rental/Leasing use as permitted within the PUD area.

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

##### ii. **Public Hearing:** Rob Vanderveen gave a presentation to the commission and showed a site plan indicating where the car rental facility would be going.

Krzywicki asked if the car rental business would be sharing parking with the car dealership, stating that he had concerns about overflow parking. He mentioned that there are other places in La Vista that he has noticed are supposed to have shared parking, but that are still parking off-site.

Vanderveen said that the dealerships have ample parking to share with the proposed rental business.

Solberg mentioned that shared parking is part of the PUD.

**Chair Sargus opened the Public Hearing.**

**Chair Sargus closed the Public Hearing as no members of the public came forward.**

##### iii. **Recommendation:** Gahan moved, seconded by Dale to recommend **approval** of the PUD Amendment as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

<b>RESULT:</b>	<b>Motion carried 7-0</b>
<b>MOTION BY:</b>	Gahan
<b>SECONDED BY:</b>	Dale
<b>AYES:</b>	Coghlan, Malmquist, Dale, Sargus, Gahan, Wetuski, Krzywicki, Alexander
<b>NAYS:</b>	None
<b>ABSTAINED:</b>	None
<b>ABSENT:</b>	Circo, Coghlan, Partridge

4. **Zoning Map Amendment – Lots 1-3 Mayfair 2<sup>nd</sup> Addition Replat Seven and Lot 2 Mayfair 2<sup>nd</sup> Addition Replat Three (northeast of the intersection of S 99<sup>th</sup> Street and Hillcrest Plaza) – Hubbell Development Services, Inc.**

**i. Staff Report – Christopher Solberg, Deputy Community Development Director:** Solberg stated the applicant, Hubbell Development Services, is requesting an approval of an amendment to the Official Zoning Map to rezone Lots 1-3 Mayfair 2<sup>nd</sup> Addition Replat Seven and Lot 2 Mayfair 2<sup>nd</sup> Addition Replat Three from C-1 Shopping Center Commercial and Gateway Corridor Overlay District (GWC) to R-3 High-Density Residential, Planned Unit Development Overlay District (PUD) and Gateway Corridor Overlay District (GWC). The applicant is seeking to construct a multifamily development consisting of a mixture of multi-family apartment buildings, multi-plex residential buildings, and townhome-style residential units. The site plan, unit counts, conditions of operation and other aspects of the proposed development will be analyzed during the review processes related to the required PUD, CUP, and Replat actions.

Staff recommends approval of the Zoning Map Amendment, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan, Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

**ii. Public Hearing:** Trevor Veskerna and Josh Vickery of Hubbell Development Services gave a presentation to the commission and showed the site plan of the proposed development. Vickery spoke about how he hosted a neighborhood meeting where he was able to listen to and address concerns from surrounding residents and businesses.

**Sargus opened the public hearing.**

Todd Kathor owns the CPA business across from where the proposed apartments are located and has concerns about people using his parking lot. He asked if it would be possible to have the taller apartment buildings moved to the other side of the development. Mr. Kathor also mentioned a desire to include fencing around the development.

Kristin Schreck lives in the neighborhood behind the development and said that she is happy that a residential development will be going behind her house instead of a commercial one. She was appreciative of the fact that the one-story townhomes will be going behind her home, rather than the three-story apartments.

Krzywicki mentioned the percentage of rentals already in La Vista and that he understood that the developers would make more money off of rentals, but asked if it would be possible to develop more owner-occupied single-family residents.

Vickery noted that Hubbell does not intend to do owner-occupied units on this site.

Solberg mentioned that there are really no sites left in La Vista to develop large single-family owner-occupied subdivisions, but smaller areas in various parts of the city could be used for row housing developments. However, that is not what is proposed at this time.

Fountain said that there aren't many developers in the area who are building "for sale" condos or townhomes at this time. He also said that although the city is encouraging developers to build more diverse housing, including owner-occupied, we do regulate whether the units are owner occupied or rental. The main intent of the recently adopted City Land Use Plan was to encourage and require more choice of housing types being developed.

Frey asked if a traffic study would be done and if there would possibly be a stoplight added at 99<sup>th</sup> St. He mentioned that this intersection is becoming increasingly busy with the added businesses on both sides of Giles and currently the only stoplight to exit this area is on Brentwood.

Solberg said that a traffic study would be required as part of the approval process.

#### **Sargus Closed the Public Hearing**

iii. **Recommendation:** *Frey* moved, seconded by *Malmquist*, to recommend **approval of** the Zoning Map Amendment, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of the PUD Site Plan, Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

<b>RESULT:</b>	<b>Motion carried 6-1</b>
<b>MOTION BY:</b>	Frey
<b>SECONDED BY:</b>	Malmquist
<b>AYES:</b>	Coghlan, Malmquist, Dale, Sargus, Wetuski, Krzywicki, Alexander Gahan
<b>NAYS:</b>	
<b>ABSTAINED:</b>	None
<b>ABSENT:</b>	Circo, Coghlan, Partridge

#### **5. Comments from the Floor**

**None.**

#### **6. Comments from the Planning Commission**

**None.**

## **7. Comments from the Staff**

Fountain recognized and congratulated Chris Solberg for receiving recent awards from the NE APA Chapter, the Nebraska Planning & Zoning Association, and the National American Planning Association for his contributions to planning and his work on his blog "Rural Resurrection," Solberg presented Gayle Malmquist with the Loretta Ludemann Excellence in Planning by a Woman in the State of Nebraska Award. The Nebraska Planning and Zoning Association selected Gayle for this award for your long career of contributions to the planning profession and her volunteer service on Planning Commissions in La Vista and Sarpy County.

## **8. Adjournment**

Chairman Sargus adjourned the meeting at 7:16 p.m.

Reviewed by Planning Commission:

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Planning Commission Secretary

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Planning Commission Chair

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## Meeting of the Board of Directors

### LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

#### MINUTES OF MEETING May 8, 2023 4:00 p.m.

Members Present:	Julie Ashley Scott Kardell	Rose Barcal Cody Meyer	Brenda Gunn KT Nelson
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#### Agenda Item #1: Announcement of Location of Posted Open Meetings Act

A copy of the Open Meetings Act is posted on the wall of the conference room for public access and reference. A copy of the act is also available.

#### Agenda Item #2: Approval of the Notice of the Meeting

Notice of Meeting was published by the City and College in the Times and Omaha World Herald. Moved by Gunn and seconded by Meyer to approve. Board members voting aye: Ashley, Barcal, Gunn, Kardell, Meyer, and Nelson. Nays: none. Absent: none. Motion approved.

#### Agenda Item #3: Approval of the Minutes from February 13, 2023

Moved by Kardell and seconded by Gunn to approve the February 13, 2023 meeting minutes. Board members voting aye: Ashley, Barcal, Gunn, Kardell, Meyer, and Nelson. Nays: none. Absent: none. Motion approved.

#### Agenda Item #4: Long Range Capital Improvement Plan

Discussion was held.

- a. Re-gasket of panes in rotunda (FY27 for City).
- b. Parking lot: west and southeast lots (FY26 for MCC; FY26 for City). Kardell reported patching has taken place in the parking lots.
- c. Carpet replacement in library and meeting rooms (FY23 for City). Meyer reported bids have been obtained as well as a carpet sample.

#### Agenda Item #5: Room 145 Update

Meyer reported painting has been completed by MCC. Once the carpet is installed, the room will be ready for use.

#### Agenda Item #6: AV System in La Vista's Conference Room #138

Meyer received an update from Ryan South, the City's IT Manager. The equipment has been approved.

Agenda Item #7: External Signage for 9110 Building

As a follow up to the signage discussion from the February meeting, Gunn provided the group with materials from the City's Way-Finding work team. Included were suggestions for refreshing the faded lettering on the exterior of the building and Giles Road signage, updating west- and east-bound Giles Road directional signage, the addition of an on-site monument sign, and a recommendation for other directional signage in appropriate locations. Kardell will share the proposal with others at MCC. It is anticipated that there would be a cost share on the monument sign. Gunn will work with staff for estimates on the monument sign. Kardell mentioned proceeding with the updating of the exterior lighting to LED and will place the order.

Agenda Item #8: MCC Buildings and Grounds Manager Position

Jeff Kempter from South Campus has been named. Kardell forwarded contact information to Meyer.

Agenda Item #9: Other Business

Barcal mentioned May author events: Alex Kava at Papillion Landing and Jeff Barnes at the Library.

Agenda Item #10: Next Meeting

The next meeting will be Monday, August 14, 2023 at 4:00 p.m. at the La Vista Public Library, Room #142.

It was moved by Gunn and seconded by Meyer to adjourn the meeting at 4:15 p.m.

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Sixth Month Ending March 31, 2023**  
**50% of the Fiscal Year 2023**

A-5

**Total All Funds**

<b>Budget (12 month)</b>	<b>Sixth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
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**OPERATING REVENUES**

General Fund	\$ 24,324,606	\$ 1,555,214	\$ 7,252,888	\$(17,071,719)	30%
Sewer Fund	4,908,972	481,474	2,396,090	(2,512,882)	49%
Debt Service Fund	18,862,129	306,075	1,500,868	(17,361,261)	8%
Capital Improvement Fund	352,305	4,136	17,438	(334,867)	5%
Lottery Fund	1,227,368	103,826	593,062	(634,307)	48%
Economic Development Program Fund	145,747	35,124	97,178	(48,569)	67%
Off Street Parking Fund	1,010	5,554	39,613	38,603	3922%
Redevelopment Fund	2,507,774	243,564	1,180,575	(1,327,200)	47%
Police Academy	214,640	26	185,484	(29,156)	86%
TIF 1A	389,569	—	—	(389,569)	—%
TIF 1B	491,954	—	—	(491,954)	—%
Sewer Reserve Fund	6,910	125	740	(6,170)	11%
Qualified Sinking Fund	2,740	781	3,198	458	117%
TIF 1C	48,302	—	—	(48,302)	—%
TIF 1D	21,672	—	—	(21,672)	—%
<b>Total Operating Revenues</b>	<b>53,505,699</b>	<b>2,735,900</b>	<b>13,267,134</b>	<b>(40,238,565)</b>	<b>25%</b>

**OPERATING EXPENDITURES**

General Fund	23,417,380	2,057,044	9,953,230	(13,464,150)	43%
Sewer Fund	4,532,332	378,011	1,717,705	(2,814,626)	38%
Debt Service Fund	3,060,191	18,025	2,306,248	(753,943)	75%
Capital Improvement Fund	—	—	—	—	—%
Lottery Fund	834,174	61,537	306,215	(527,958)	37%
Economic Development Program Fund	1,149,636	—	1,101,154	(48,482)	96%
Off Street Parking Fund	1,986,079	8,274	694,883	(1,291,196)	35%
Redevelopment Fund	2,966,664	—	222,811	(2,743,853)	8%
Police Academy	202,265	25,728	107,454	(94,811)	53%
TIF 1A	389,569	—	—	(389,569)	—%
TIF 1B	491,954	—	—	(491,954)	—%
Sewer Reserve Fund	—	—	—	—	—%
Qualified Sinking Fund	—	—	—	—	—%
TIF 1C	48,302	—	—	(48,302)	—%
TIF 1D	21,672	—	—	(21,672)	—%
<b>Total Operating Expenditures</b>	<b>39,100,216</b>	<b>2,548,618</b>	<b>16,409,701</b>	<b>(22,690,516)</b>	<b>42%</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Sixth Month Ending March 31, 2023**  
**50% of the Fiscal Year 2023**

**Total All Funds**

	<b>Budget (12 month)</b>	<b>Sixth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
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**OPERATING REVENUES NET  
OF EXPENDITURES**

General Fund	907,226	(501,831)	(2,700,342)	(3,607,568)	
Sewer Fund	376,640	103,463	678,385	301,745	
Debt Service Fund	15,801,938	288,050	(805,380)	(16,607,318)	
Capital Improvement Fund	352,305	4,136	17,438	(334,867)	
Lottery Fund	393,195	42,290	286,847	(106,348)	
Economic Development Program Fund	(1,003,889)	35,124	(1,003,976)	(87)	
Off Street Parking Fund	(1,985,069)	(2,720)	(655,270)	1,329,799	
Redevelopment Fund	(458,890)	243,564	957,763	1,416,653	
Police Academy	12,375	(25,702)	78,031	65,655	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	6,910	125	740	(6,170)	
Qualified Sinking Fund	2,740	781	3,198	458	
TIF 1C	—	—	—	—	
TIF 1D	—	—	—	—	
<b>Operating Revenues Net of Expenditures</b>	<b>14,405,482</b>	<b>187,282</b>	<b>(3,142,567)</b>	<b>(17,548,049)</b>	

**OTHER FINANCING SOURCES & USES**

**TRANSFERS IN**

General Fund	523,100	—	298,669	(224,431)	57%
Sewer Fund	700	—	—	(700)	—%
Debt Service Fund	300,000	—	300,000	—	100%
Capital Improvement Fund	6,850,000	—	—	(6,850,000)	—%
Lottery Fund	—	—	—	—	—
Economic Development Program Fund	1,034,681	—	—	(1,034,681)	—
Off Street Parking Fund	2,682,624	—	—	(2,682,624)	—%
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	220,633	—	220,633	—	—
Qualified Sinking Fund	250,000	—	—	(250,000)	—%

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Sixth Month Ending March 31, 2023**  
**50% of the Fiscal Year 2023**

TIF 1C	—	—	—	—
TIF 1D	—	—	—	—
<b>Total Transfers In</b>	<b>11,861,738</b>	<b>—</b>	<b>819,302</b>	<b>(11,042,436)</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Sixth Month Ending March 31, 2023**  
**50% of the Fiscal Year 2023**

**Total All Funds**

	<b>Budget (12 month)</b>	<b>Sixth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
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**TRANSFERS OUT**

General Fund	(2,330,536)	—	(300,000)	2,030,536	13%
Sewer Fund	(220,633)	—	(220,633)	—	—%
Debt Service Fund	(8,286,769)	—	—	8,286,769	—%
Capital Improvement Fund	—	—	—	—	—
Lottery Fund	(723,800)	—	—	723,800	—%
Economic Development Program Fund	—	—	—	—	—
Off Street Parking Fund	(300,000)	—	(298,669)	1,331	—
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	—	—	—	—	—
Qualified Sinking Fund	—	—	—	—	—
TIF 1C	—	—	—	—	—
TIF 1D	—	—	—	—	—
<b>Total Transfers Out</b>	<b>(11,861,738)</b>	<b>—</b>	<b>(819,302)</b>	<b>11,042,436</b>	<b>7%</b>

**NET TRANSFERS**

General Fund	(1,807,436)	—	(1,331)	1,806,105	—%
Sewer Fund	(219,933)	—	(220,633)	(700)	100%
Debt Service Fund	(7,986,769)	—	300,000	8,286,769	—
Capital Improvement Fund	6,850,000	—	—	(6,850,000)	—%
Lottery Fund	(723,800)	—	—	723,800	—%
Economic Development Program Fund	1,034,681	—	—	(1,034,681)	—
Off Street Parking Fund	2,382,624	—	(298,669)	(2,681,293)	—
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	220,633	—	220,633	—	100%
Qualified Sinking Fund	250,000	—	—	(250,000)	—%
TIF 1C	—	—	—	—	—
TIF 1D	—	—	—	—	—
<b>Total Net Transfers</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Sixth Month Ending March 31, 2023**  
**50% of the Fiscal Year 2023**

	<b>Total All Funds</b>				
	<b>Budget</b> <b>(12 month)</b>	<b>Sixth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>OTHER REVENUE: BOND PROCEEDS</b>					
Sewer Fund	—	—	—	—	—
Capital Improvement Fund	—	—	—	—	—
Economic Development	—	—	—	—	—
Program Fund	—	—	—	—	—
Off Street Parking Fund	—	—	—	—	—
Redevelopment Fund	—	—	—	—	—
<b>Total Bond Proceeds</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>OTHER EXPENDITURES: CIP</b>					
Sewer Fund	2,720,000	—	1,529	(2,718,471)	—%
Capital Improvement Fund	7,874,305	12,307	418,078	(7,456,227)	5%
Off Street Parking Fund	9,354,000	351,897	4,757,742	(4,596,258)	51%
Redevelopment Fund	17,786,142	1,724,463	7,098,608	(10,687,534)	40%
<b>Total Capital Improvement</b>	<b>37,734,447</b>	<b>2,088,667</b>	<b>12,275,957</b>	<b>(25,458,490)</b>	<b>33%</b>
<b>OTHER EXPENDITURES: GRANTS</b>					
Economic Development	5,500,000	360,000	1,939,031	(3,560,969)	35%
Program Fund	5,500,000	360,000	1,939,031	(3,560,969)	35%
<b>Total Grants</b>	<b>5,500,000</b>	<b>360,000</b>	<b>1,939,031</b>	<b>(3,560,969)</b>	<b>35%</b>
<b>NET FUND ACTIVITY</b>					
General Fund	(900,210)	(501,831)	(2,701,673)	(1,801,464)	
Sewer Fund	(2,563,293)	103,463	456,223	3,019,516	
Debt Service Fund	7,815,169	288,050	(505,380)	(8,320,549)	
Capital Improvement Fund	(672,000)	(8,171)	(400,640)	271,360	
Lottery Fund	(330,605)	42,290	286,847	617,452	
Economic Development	(5,469,208)	(324,876)	(2,943,007)	2,526,201	
Program Fund	(8,956,445)	(354,617)	(5,711,682)	3,244,764	
Off Street Parking Fund	(18,245,032)	(1,480,898)	(6,140,845)	12,104,187	
Police Academy	12,375	(25,702)	78,031	65,655	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	227,543	125	221,373	(6,170)	
Qualified Sinking Fund	252,740	781	3,198	(249,542)	
TIF 1C	—	—	—	—	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Sixth Month Ending March 31, 2023**  
**50% of the Fiscal Year 2023**

TIF 1D	—	—	—	—
<b>Net Activity</b>	<b>(28,828,965)</b>	<b>(2,261,385)</b>	<b>(17,357,555)</b>	<b>11,471,410</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Sixth Month Ending March 31, 2023**  
**50% of the Fiscal Year 2023**

**Total All Funds**

	<b>Ending Fund Balance As of</b>		
	<b>Budget</b> <b>9/30/2023</b>	<b>3/31/2023</b>	<b>Variance</b>
<b>FUND BALANCE</b>			
General Fund	14,796,731	13,671,824	(1,124,907)
Sewer Fund	1,050,539	4,006,482	2,955,943
Debt Service Fund	11,273,864	3,285,343	(7,988,521)
Capital Improvement Fund	2,166,423	2,642,212	475,789
Lottery Fund	4,607,532	4,958,607	351,075
Economic Development Program Fund	—	2,047,118	2,047,118
Off Street Parking Fund	583,255	8,943,408	8,360,153
Redevelopment Fund	3,907,240	22,678,982	18,771,742
Police Academy	142,152	133,688	(8,464)
TIF 1A	—	—	—
TIF 1B	—	—	—
Sewer Reserve Fund	2,195,066	1,967,531	(227,535)
Qualified Sinking Fund	781,626	529,057	(252,569)
TIF 1C	—	—	—
TIF 1D	\$ —	—	—
<b>Net Fund Balance</b>	<b>\$ 41,504,428</b>	<b>\$ —</b>	<b>\$ 64,864,252</b>
			<b>\$ 23,359,824</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**General Fund**

	<b>Budget (12 month)</b>	<b>Sixth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property taxes	\$ 11,152,784	\$ 428,392	\$ 1,662,455	\$ (9,490,330)	15%
Sales and use taxes	4,917,452	456,237	2,196,771	(2,720,681)	45%
Motor vehicle taxes	516,364	37,208	230,207	(286,157)	45%
Payments in Lieu of taxes	202,989	—	—	(202,989)	—%
State revenue	2,103,008	173,727	1,052,719	(1,050,289)	50%
Occupation and franchise taxes	4,032,382	377,139	1,618,531	(2,413,851)	40%
Licenses and permits	524,122	19,794	184,580	(339,542)	35%
Interest income	26,300	8,664	45,845	19,545	174%
Recreation Revenue	190,450	10,737	74,777	(115,673)	39%
Grant Income	245,910	2,679	48,333	(197,577)	20%
Other	312,128	32,221	130,254	(181,874)	42%
Garage fees	100,717	8,416	8,416	(92,302)	8%
<b>Total Revenues</b>	<b>24,324,606</b>	<b>1,555,214</b>	<b>7,252,888</b>	<b>(17,071,719)</b>	<b>30%</b>
<b>EXPENDITURES</b>					
Administrative Services	611,240	69,025	309,717	(301,523)	51%
Mayor and Council	234,488	17,241	96,591	(137,897)	41%
Boards & Commissions	7,154	292	1,898	(5,256)	27%
Building Maintenance	793,780	39,001	237,533	(556,247)	30%
Administration	745,600	66,038	351,399	(394,201)	47%
Police and Animal Control	6,460,467	657,567	2,989,990	(3,470,477)	46%
Fire	2,821,318	228,321	1,355,968	(1,465,350)	48%
Community Development	769,345	72,236	332,662	(436,683)	43%
Public Works	4,712,703	359,624	1,860,290	(2,852,413)	39%
Recreation	1,023,745	75,866	342,983	(680,762)	34%
Library	1,125,468	99,995	503,368	(622,100)	45%
Information Technology	549,126	67,186	302,611	(246,515)	55%
Human Resources	1,108,281	87,767	485,911	(622,369)	44%
Public Transportation	128,328	11,792	48,252	(80,077)	38%
Finance	647,835	86,994	379,401	(268,434)	59%
Communication	309,992	36,495	161,104	(148,888)	52%
Capital outlay	1,368,510	81,605	193,551	(1,174,959)	14%
<b>Total Expenditures</b>	<b>23,417,380</b>	<b>2,057,044</b>	<b>9,953,230</b>	<b>(13,464,150)</b>	<b>43%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>907,226</b>	<b>(501,831)</b>	<b>(2,700,342)</b>	<b>(3,607,568)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**General Fund**

	<b>Budget (12 month)</b>	<b>Sixth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery)	523,100	—	298,669	(224,431)	57%
Operating transfers out (DSF, OSP, CIP)	<u>(2,330,536)</u>	<u>—</u>	<u>(300,000)</u>	<u>2,030,536</u>	<u>13%</u>
<b>Total other Financing Sources (Uses)</b>	<u>(1,807,436)</u>	<u>—</u>	<u>(1,331)</u>	<u>1,806,105</u>	<u>—%</u>
<b>NET FUND ACTIVITY</b>	<u><u>\$ (900,210)</u></u>	<u><u>\$ (501,831)</u></u>	<u><u>\$ (2,701,673)</u></u>	<u><u>\$ (1,801,464)</u></u>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**Sewer Fund**

	<b>Budget</b> (12 month)	<b>Sixth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
User fees	\$ 4,780,971	\$ 470,969	\$ 2,364,544	\$ (2,416,427)	49%
Service charge and hook-up fees	125,110	7,131	17,000	(108,110)	14%
Miscellaneous	21	15	24	3	113%
<b>Total Revenues</b>	<b>4,906,102</b>	<b>478,115</b>	<b>2,381,568</b>	<b>(2,524,534)</b>	<b>49%</b>
<b>EXPENDITURES</b>					
Personnel Services	678,116	69,873	313,980	(364,135)	46%
Commodities	36,064	2,106	14,769	(21,295)	41%
Contract Services	3,427,689	305,094	1,118,079	(2,309,610)	33%
Maintenance	71,466	936	20,324	(51,142)	28%
Other	15,593	—	(1,133)	(16,726)	(7)%
Storm Water	59,926	—	1,800	(58,126)	3%
Capital Outlay	243,478	—	249,885	6,407	103%
Debt service					
Principal	—	—	—	—	—%
Interest	—	—	—	—	—%
<b>Total Expenditures</b>	<b>4,532,332</b>	<b>378,011</b>	<b>1,717,705</b>	<b>(2,814,626)</b>	<b>38%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>373,770</b>	<b>100,104</b>	<b>663,862</b>	<b>290,092</b>	
<b>NON-OPERATING REVENUE</b>					
Interest income	2,870	3,359	14,523	11,653	506%
<b>INCOME (LOSS) BEFORE TRANSFERS</b>	<b>2,870</b>	<b>3,359</b>	<b>14,523</b>	<b>11,653</b>	<b>506%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	700	—	—	(700)	—%
Operating transfers out	(220,633)	—	(220,633)	—	100%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(2,720,000)	—	(1,529)	2,718,471	—%
<b>Total other Financing Sources (Uses)</b>	<b>(2,939,933)</b>	<b>—</b>	<b>(222,162)</b>	<b>2,717,771</b>	<b>8%</b>
<b>NET INCOME (LOSS)</b>	<b>\$ (2,563,293)</b>	<b>\$ 103,463</b>	<b>\$ 456,223</b>	<b>\$ 3,019,516</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**Debt Service Fund**

	<b>Budget</b> <b>(12 month)</b>	<b>Sixth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Property Taxes	\$ 898,223	\$ 33,620	\$ 136,419	\$ (761,804)	15%
Sales and use taxes	2,430,603	228,119	1,098,385	(1,332,218)	45%
Motor vehicle taxes	3,636	—	566	(3,070)	16%
Payments in Lieu of taxes	20,298	—	—	(20,298)	—%
Other (Assessments/Fire Reimbursement)	504,338	42,028	252,168	(252,170)	50%
Interest income	5,030	2,308	13,329	8,299	265%
Bond Proceeds	15,000,000	—	—	(15,000,000)	—%
<b>Total Revenues</b>	<b>18,862,129</b>	<b>306,075</b>	<b>1,500,868</b>	<b>(17,361,261)</b>	<b>8%</b>
<b>EXPENDITURES</b>					
Administration	69,507	—	2,906	(66,601)	4%
Fire Contract Bond	218,051	18,025	108,150	(109,901)	50%
Debt service					
Principal	2,100,000	—	2,006,500	(93,500)	96%
Interest	672,633	—	188,693	(483,940)	28%
<b>Total Expenditures</b>	<b>3,060,191</b>	<b>18,025</b>	<b>2,306,248</b>	<b>(753,943)</b>	<b>75%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>15,801,938</b>	<b>288,050</b>	<b>(805,380)</b>	<b>(16,607,318)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF Hwy Alloc)	300,000	—	300,000	—	100%
Operating transfers out (CIP, OSP)	(8,286,769)	—	—	8,286,769	—%
<b>Total other Financing Sources (Uses)</b>	<b>(7,986,769)</b>	<b>—</b>	<b>300,000</b>	<b>8,286,769</b>	
<b>NET FUND ACTIVITY</b>	<b>\$ 7,815,169</b>	<b>\$ 288,050</b>	<b>\$ (505,380)</b>	<b>\$ (8,320,549)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**Capital Improvement Program Fund**

	<b>Budget</b> <b>(12 month)</b>	<b>Sixth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Interest income	\$ 22,305	\$ 4,136	\$ 17,438	\$ (4,867)	78%
Grant income	330,000	—	—	(330,000)	—%
Special assessment	—	—	—	—	—%
Other income	—	—	—	—	—%
<b>Total Revenues</b>	<b>352,305</b>	<b>4,136</b>	<b>17,438</b>	<b>(334,867)</b>	<b>5%</b>
<b>EXPENDITURES</b>					
Administration	—	—	—	—	—%
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>352,305</b>	<b>4,136</b>	<b>17,438</b>	<b>(334,867)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF, LF)	6,850,000	—	—	(6,850,000)	—%
Operating transfers out (DSF)	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Capital outlay	(7,874,305)	(12,307)	(418,078)	7,456,227	5%
<b>Total other Financing Sources (Uses)</b>	<b>(1,024,305)</b>	<b>(12,307)</b>	<b>(418,078)</b>	<b>606,227</b>	<b>41%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (672,000)</b>	<b>\$ (8,171)</b>	<b>\$ (400,640)</b>	<b>\$ 271,360</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**Lottery Fund**

	<b>Budget (12 month)</b>	<b>Sixth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Lottery Rev/Community Betterment	\$ 900,000	\$ 73,832	\$ 431,392	\$ (468,608)	48%
Lottery Tax Form 51	313,043	29,533	160,015	(153,028)	51%
Interest income	14,325	462	1,654	(12,671)	12%
Miscellaneous / Other	—	—	—	—	—%
<b>Total Revenues</b>	<b>1,227,368</b>	<b>103,826</b>	<b>593,062</b>	<b>(634,307)</b>	<b>48%</b>
<b>EXPENDITURES</b>					
Professional Services	109,580	—	27,280	(82,300)	25%
Salute to Summer	—	—	—	—	—%
Community Events	361,550	26,369	113,285	(248,265)	31%
Events - Marketing	50,000	5,634	5,634	(44,366)	11%
Recreation Events	—	—	—	—	—%
Concert & Movie Nights	—	—	—	—	—%
State Taxes	313,043	29,533	160,015	(153,028)	51%
<b>Total Expenditures</b>	<b>834,174</b>	<b>61,537</b>	<b>306,215</b>	<b>(527,958)</b>	<b>37%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>393,195</b>	<b>42,290</b>	<b>286,847</b>	<b>(106,348)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—
Operating transfers out (GF, SF, DSF, CIP)	(723,800)	—	—	723,800	—%
<b>Total other Financing Sources (Uses)</b>	<b>(723,800)</b>	<b>—</b>	<b>—</b>	<b>723,800</b>	<b>—%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (330,605)</b>	<b>\$ 42,290</b>	<b>\$ 286,847</b>	<b>\$ 617,452</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**Economic Development Program Fund**

	<b>Budget (12 month)</b>	<b>Sixth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Other Income (Grant Payments)	\$ 145,747	\$ 33,675	\$ 87,850	\$ (57,897)	60%
Interest income	—	1,449	9,328	9,328	—%
<b>Total Revenues</b>	<b>145,747</b>	<b>35,124</b>	<b>97,178</b>	<b>(48,569)</b>	<b>67%</b>
<b>EXPENDITURES</b>					
Professional Services	—	—	—	—	—%
Financial / Legal Fees	500	—	400	(100)	80%
Debt service: (Warrants)					
Principal	1,050,000	—	1,050,000	—	100%
Interest	99,136	—	50,754	(48,382)	51%
<b>Total Expenditures</b>	<b>1,149,636</b>	<b>—</b>	<b>1,101,154</b>	<b>(48,482)</b>	<b>96%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(1,003,889)</b>	<b>35,124</b>	<b>(1,003,976)</b>	<b>(87)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF)	1,034,681	—	—	(1,034,681)	—%
Operating transfers out	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Community Development - Grant	(5,500,000)	(360,000)	(1,939,031)	3,560,969	35%
<b>Total other Financing Sources (Uses)</b>	<b>(4,465,319)</b>	<b>(360,000)</b>	<b>(1,939,031)</b>	<b>2,526,288</b>	<b>43%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (5,469,208)</b>	<b>\$ (324,876)</b>	<b>\$ (2,943,007)</b>	<b>\$ 2,526,201</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**Off Street Parking Fund**

	<b>Budget (12 month)</b>	<b>Sixth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Garage fees	\$ —	\$ 488	\$ 8,461	\$ 8,461	—%
Interest income	1,010	5,066	31,152	30,142	3084%
<b>Total Revenues</b>	<b>1,010</b>	<b>5,554</b>	<b>39,613</b>	<b>38,603</b>	<b>3922%</b>
<b>EXPENDITURES</b>					
General & Administrative	1,480	—	100	(1,380)	7%
Professional Services	170,465	7,902	95,284	(75,182)	56%
Maintenance	16,155	372	460	(15,695)	3%
Commodities	11,210	—	—	(11,210)	—%
Debt service:					
Principal	1,210,000	—	578,500	(631,500)	48%
Interest	576,769	—	20,540	(556,229)	4%
<b>Total Expenditures</b>	<b>1,986,079</b>	<b>8,274</b>	<b>694,883</b>	<b>(1,291,196)</b>	<b>35%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(1,985,069)</b>	<b>(2,720)</b>	<b>(655,270)</b>	<b>1,329,799</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF, RDF)	2,682,624	—	—	(2,682,624)	—%
Operating transfers out	(300,000)	—	(298,669)	1,331	100%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(9,354,000)	(351,897)	(4,757,742)	4,596,258	51%
<b>Total other Financing Sources (Uses)</b>	<b>(6,971,376)</b>	<b>(351,897)</b>	<b>(5,056,411)</b>	<b>1,914,965</b>	<b>73%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (8,956,445)</b>	<b>\$ (354,617)</b>	<b>\$ (5,711,682)</b>	<b>\$ 3,244,764</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**Redevelopment Fund**

	<b>Budget</b> (12 month)	<b>Sixth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Sales and use taxes	\$ 2,430,603	\$ 228,119	\$ 1,098,385	(1,332,218)	45%
Occupation and franchise taxes	57,586	12	130	(57,456)	—%
Interest income	19,585	15,434	82,060	62,475	419%
<b>Total Revenues</b>	<b>2,507,774</b>	<b>243,564</b>	<b>1,180,575</b>	<b>(1,327,200)</b>	<b>47%</b>
<b>EXPENDITURES</b>					
Professional Services	285,000	—	30,730	(254,270)	11%
Financial / Legal Fees	1,750	—	450	(1,300)	26%
Debt service: (Warrants)				—	—%
Principal	1,350,000	—	—	(1,350,000)	—%
Interest	1,329,914	—	191,632	(1,138,282)	14%
<b>Total Expenditures</b>	<b>2,966,664</b>	<b>—</b>	<b>222,811</b>	<b>(2,743,853)</b>	<b>8%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(458,890)</b>	<b>243,564</b>	<b>957,763</b>	<b>1,416,653</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out (OSP)	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(17,786,142)	(1,724,463)	(7,098,608)	10,687,534	40%
<b>Total other Financing Sources (Uses)</b>	<b>(17,786,142)</b>	<b>(1,724,463)</b>	<b>(7,098,608)</b>	<b>10,687,534</b>	
<b>NET FUND ACTIVITY</b>	<b>\$(18,245,032)</b>	<b>\$ (1,480,898)</b>	<b>\$ (6,140,845)</b>	<b>\$ 12,104,187</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**Police Academy Fund**

	<b>Budget</b> <b>(12 month)</b>	<b>Sixth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of budget</b> <b>Used</b>
<b>REVENUES</b>					
Academy income	\$ 214,500	\$ —	\$ 185,074	\$ (29,426)	86%
Interest income	140	26	411	271	293%
Other income	—	—	—	—	—%
<b>Total Revenues</b>	<b>214,640</b>	<b>26</b>	<b>185,484</b>	<b>(29,156)</b>	<b>86%</b>
<b>EXPENDITURES</b>					
Personnel Services	184,165	20,253	91,693	(92,471)	50%
Commodities	2,150	—	1,281	(869)	60%
Contract Services	10,450	891	4,578	(5,872)	44%
Other Charges	5,500	4,584	9,901	4,401	180%
<b>Total Expenditures</b>	<b>202,265</b>	<b>25,728</b>	<b>107,454</b>	<b>(94,811)</b>	<b>53%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>12,375</b>	<b>(25,702)</b>	<b>78,031</b>	<b>65,655</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF)	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	
<b>NET FUND ACTIVITY</b>	<b>\$ 12,375</b>	<b>\$ (25,702)</b>	<b>\$ 78,031</b>	<b>\$ 65,655</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**TIF 1A Fund**

	<b>Budget (12 month)</b>	<b>Sixth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property Tax	\$ 389,569	\$ —	\$ —	(389,569)	—%
<b>Total Revenues</b>	<b>389,569</b>	<b>—</b>	<b>—</b>	<b>(389,569)</b>	<b>—%</b>
<b>EXPENDITURES</b>					
TIF Distributed Funds	385,673	—	—	(385,673)	—%
Contract Services	3,896	—	—	(3,896)	—%
<b>Total Expenditures</b>	<b>389,569</b>	<b>—</b>	<b>—</b>	<b>(389,569)</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET FUND ACTIVITY</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>—</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**TIF 1B Fund**

	<b>Budget (12 month)</b>	<b>Sixth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property Tax	\$ 491,954	\$ —	\$ —	(491,954)	—%
<b>Total Revenues</b>	<b>491,954</b>	<b>—</b>	<b>—</b>	<b>(491,954)</b>	<b>—%</b>
<b>EXPENDITURES</b>					
TIF Distributed Funds	487,034	—	—	(487,034)	—%
Contract Services	4,920	—	—	(4,920)	—%
<b>Total Expenditures</b>	<b>491,954</b>	<b>—</b>	<b>—</b>	<b>(491,954)</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET FUND ACTIVITY</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>—</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**Sewer Reserve Fund**

	<b>Budget</b> <b>(12 month)</b>	<b>Sixth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Interest income	\$ 6,910	\$ 125	\$ 740	(6,170)	11%
<b>Total Revenues</b>	<b>6,910</b>	<b>125</b>	<b>740</b>	<b>(6,170)</b>	<b>11%</b>
<b>EXPENDITURES</b>					
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>6,910</b>	<b>125</b>	<b>740</b>	<b>(6,170)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	220,633	—	220,633	—	100%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>220,633</b>	<b>—</b>	<b>220,633</b>	<b>—</b>	
<b>NET FUND ACTIVITY</b>	<b>\$ 227,543</b>	<b>\$ 125</b>	<b>\$ 221,373</b>	<b>\$ (6,170)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**Qualified Sinking Fund**

	<b>Budget</b> <b>(12 month)</b>	<b>Sixth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Interest income	\$ 2,740	\$ 781	\$ 3,198	458	117%
<b>Total Revenues</b>	<b>2,740</b>	<b>781</b>	<b>3,198</b>	<b>458</b>	<b>117%</b>
<b>EXPENDITURES</b>					
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	2,740	781	3,198	458	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	250,000	—	—	(250,000)	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>250,000</b>	<b>—</b>	<b>—</b>	<b>(250,000)</b>	
<b>NET FUND ACTIVITY</b>					
	<b>\$ 252,740</b>	<b>\$ 781</b>	<b>\$ 3,198</b>	<b>\$ (249,542)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**TIF 1C Fund**

	<b>Budget (12 month)</b>	<b>Sixth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property Tax	\$ 48,302	\$ —	\$ —	(48,302)	—%
<b>Total Revenues</b>	<b>48,302</b>	<b>—</b>	<b>—</b>	<b>(48,302)</b>	<b>—%</b>
<b>EXPENDITURES</b>					
TIF Distributed Funds	47,819	—	—	(47,819)	—%
Contract Services	483	—	—	(483)	—%
<b>Total Expenditures</b>	<b>48,302</b>	<b>—</b>	<b>—</b>	<b>(48,302)</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET FUND ACTIVITY</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>—</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Sixth Month Ending March 31, 2023**

**50% of the Fiscal Year 2023**

**TIF 1D Fund**

	<b>Budget (12 month)</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property Tax	\$ 21,672	\$ —	\$ —	(21,672)	—%
<b>Total Revenues</b>	<b>21,672</b>	<b>—</b>	<b>—</b>	<b>(21,672)</b>	<b>—%</b>
<b>EXPENDITURES</b>					
TIF Distributed Funds	21,455	—	—	(21,455)	—%
Contract Services	217	—	—	(217)	—%
<b>Total Expenditures</b>	<b>21,672</b>	<b>—</b>	<b>—</b>	<b>(21,672)</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	—	—	—	—	—
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET FUND ACTIVITY</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>—</b>



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

INVOICE

## Please remit to:

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

TD2 South Dakota Office  
5000 S. Minnesota Ave., Unit 312; Sioux Falls, SD 57108  
Office: 605/951-0886

CITY OF LA VISTA  
PAT DOWSE  
9900 PORTAL ROAD  
LA VISTA, NE 68128

Invoice number 156694  
Date 05/05/2023  
Project 0171-422 CENTRAL PARK  
IMPROVEMENTS

Professional Services from March 27, 2023 through April 23, 2023

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task A2.1 - Utility Relocate Park View Blvd St Swr Inlet Constr	2,220.00	0.00	2,220.00	0.00
Task A2.2 - Drainage Calculations for Park View Blvd Inlets	2,080.00	0.00	2,080.00	0.00
Task A2.3 - Interim Roadway Lighting Plans	1,120.00	957.50	162.50	0.00
Reimbursables - Consultant Alvine & Assoc	3,500.00	3,150.00	350.00	0.00
Task A2.4-Limit Access to Portion of Central Park Plz Serving The Astro/The Link	2,280.00	400.00	1,767.50	112.50
Task A2.5 -Drawings for Lighting Sub-consultant & Constr Docs for Water Quality	7,200.00	7,200.00	0.00	0.00
Task A2.6 - Construction Phase Srvcs for Access Road Modifications	75,360.00	13,144.92	60,788.08	1,427.00
Task A2.7 - Geotechnical Exploration	2,120.00	2,120.00	0.00	0.00
Total	95,880.00	26,972.42	67,368.08	1,539.50

Invoice total 1,539.50

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
156079	03/29/2023	7,298.25		7,298.25			
156694	05/05/2023	1,539.50	1,539.50				
	Total	8,837.75	1,539.50	7,298.25	0.00	0.00	0.00

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

OK TO PAY  
PMD 5/5/23  
16.71.0917.000 - 91RT21002

## Invoice

# olsson

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

April 25, 2023  
 Invoice No: 455102

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

**Invoice Total** **\$4,231.50**

Olsson Project # 022-03277 La Vista City Park Pavilion Testing  
 Professional services rendered through April 8, 2023 for work completed in accordance with our Agreement dated June 1, 2022.

Phase 100 Earthwork  
**Labor**

		Hours	Rate	Amount
Technician		7.75	60.00	465.00
Totals		7.75		465.00
<b>Total Labor</b>				<b>465.00</b>
				<b>Total this Phase</b> <b>\$465.00</b>

Phase 300 Concrete  
**Labor**

		Hours	Rate	Amount
Technician		10.50	60.00	630.00
Technician Standby		2.00	60.00	120.00
Totals		12.50		750.00
<b>Total Labor</b>				<b>750.00</b>

**Unit Billing**

Field Vehicle 1380	6.0 Miles @ 0.75	4.50
Field Vehicle 1434	26.0 Miles @ 0.75	19.50
Compressive Strength - Concrete		
3/3/2023	5 Tests @ \$17/Test	85.00
3/14/2023	5 Tests @ \$17/Test	85.00
3/17/2023	5 Tests @ \$17/Test	85.00
4/6/2023	5 Tests @ \$17/Test	85.00
4/7/2023	5 Tests @ \$17/Test	85.00
<b>Total Units</b>		<b>449.00</b>
		<b>449.00</b>
	<b>Total this Phase</b>	<b>\$1,199.00</b>

Phase 400 Project Management

Project	022-03277	La Vista City Park Pavilion Testing	Invoice	455102
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**Labor**

	Hours	Rate	Amount
Project Manager	11.50	115.00	1,322.50
<b>Totals</b>	11.50		1,322.50
<b>Total Labor</b>			<b>1,322.50</b>
		<b>Total this Phase</b>	<b>\$1,322.50</b>

Phase 500 SWPPP

**Fee**

Number of internal units	1.00		
Fee Each	900.00		
<b>Subtotal</b>		<b>900.00</b>	
		<b>Total this Phase</b>	<b>\$900.00</b>

Phase 540 Segmental Retaining Wall

**Labor**

	Hours	Rate	Amount
Technician	5.00	60.00	300.00
Assistant Engineer	.50	90.00	45.00
<b>Totals</b>	5.50		345.00
<b>Total Labor</b>			<b>345.00</b>
		<b>Total this Phase</b>	<b>\$345.00</b>
		<b>AMOUNT DUE THIS INVOICE</b>	<b>\$4,231.50</b>

Email invoices to: pdowse@cityoflavista.org.

Authorized By: Douglas Carey

OK TO PAY  
PMD 5/5/23  
16.710917.000 - Part 16001

## APPLICATION AND CERTIFICATION FOR PAYMENT

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

FROM CONTRACTOR:  
Sampson Construction Co., Inc.  
5825 South 14th Street  
Lincoln, NE 68512

CONTRACT FOR: General

PROJECT: LaVista Parking Garage 2  
LaVista, Nebraska

VIA ARCHITECT: Matthew Gulsvig @ DLR Group  
[mgulsvig@dlrgroup.com](mailto:mgulsvig@dlrgroup.com)  
[jtegels@dlrgroup.com](mailto:jtegels@dlrgroup.com)  
[dpenga@dlrgroup.com](mailto:dpenga@dlrgroup.com)  
[jchase@dlrgroup.com](mailto:jchase@dlrgroup.com)

## AIA DOCUMENT G702

PAGE ONE OF

PAGES

APPLICATION NO 17

PERIOD TO: 4/30/2023

PROJECT NOS: 21108

CONTRACT DATE: September 22, 2021

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 12,514,000.00
2. Net change by Change Orders	\$ 19,686.87
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 12,533,686.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 10,385,141.00
5. RETAINAGE:	
a. % of (Column D + E on G703)	592,186.00
b. % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 592,186.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 9,792,955.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 8,962,860.00
8. CURRENT PAYMENT DUE	\$ 830,095.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 2,740,731.87

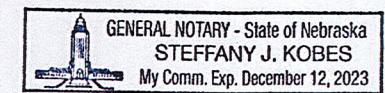
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$63,411.44	\$43,724.57
Total approved this Month		
TOTALS	\$63,411.44	\$43,724.57
NET CHANGES by Change Order	\$19,686.87	

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

CONTRACTOR: Sampson Construction Co., Inc.

By: Justin Shupel Date: 5/2/23

State of: Nebraska County of: Lancaster  
Subscribed and sworn to before me this 2nd day of May 2023  
Notary Public: Steffany J. Kobes  
My Commission expires: 5-14-2024 12/12/23



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 830,089.00 ← PAY THIS AMOUNT

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

By: Matthew Gulsvig, AIA Date: 5/2/2023

Digitally signed by Matthew Gulsvig, AIA  
DN: C=US, E=mgulsvig@dlrgroup.com, O=DLR  
Group, OU=Architect, CN="Matthew Gulsvig, AIA"  
Date: 2023.05.02 13:16:21-0500

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

OK TO PAY  
PMO 5/5/23  
15.71.ca17.ac - CMU 18002

# CONTINUATION SHEET

## AIA DOCUMENT G703

PAGE OF PAGES

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

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

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

APPLICATION NO: 17  
APPLICATION DATE: 5/1/2023  
PERIOD TO: 4/30/2023  
ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	REINFORCING STEEL	701,000	701,000			701,000	100%		35,050
2	POST TENSION CABLE	197,000	197,000			197,000	100%		9,850
3	FOOTINGS & POURED WALLS	1,239,000	1,239,000			1,239,000	100%		61,950
4	CAST IN PLACE COLUMNS	233,000	233,000			233,000	100%		11,650
5	SLAB AND BEAM FORMWORK	1,426,000	1,426,000			1,426,000	100%		71,300
6	CONCRETE SLABS	1,761,000	1,699,501			1,699,501	97%	61,499	88,050
7	STRUCTURAL PRECAST	1,522,000	1,430,199			1,430,199	94%	91,801	76,100
8	MASONRY	39,000	21,500	11,500		33,000	85%	6,000	1,950
9	STEEL MATERIAL	349,000	279,973	40,700		320,673	92%	28,327	17,450
10	STEEL & PRECAST ERECTION	199,000	73,828	59,143		132,971	67%	66,029	13,297
11	ROUGH CARPENTRY	6,000		4,000		4,000	67%	2,000	400
12	SPRAY FOAM INSULATION	6,000	6,000			6,000	100%		300
13	TRAFFIC COATING	8,000						8,000	0
14	WATERPROOFING	94,455	20,000	64,827		84,827	90%	9,628	8,483
15	WATER REPELLANTS	2,000						2,000	0
16	ROOFING & FLASHING	62,000	20,000	28,000		48,000	77%	14,000	4,800
17	METAL WALL PANELS	941,000	738,626	78,000		816,626	87%	124,374	47,050
18	JOINT SEALANTS	153,232	10,000	5,000		15,000	10%	138,232	1,500
19	PREFORMED JOINT SEALS	7,545						7,545	0
20	FIRESTOPPING	6,000	4,000			4,000	67%	2,000	300
21	HOLLOW METAL FRAMES/DOORS/HARDWARE	44,000	36,240	5,000		41,240	94%	2,760	2,200
22	ALUMINUM & GLAZING	305,000	60,838	15,952		76,790	25%	228,210	7,679
23	METAL STUDS & DRYWALL	108,000	57,544	14,623		72,167	67%	35,833	5,400
24	TILE & RESILIENT FLOORING	4,000						4,000	0
25	PAINT	230,000	5,380	8,500		13,880	6%	216,120	1,388
26	SEALED CONCRETE	3,768						3,768	0
27	MISC. SPECIALTIES	5,000	5,000			5,000	100%		250
28	SIGNAGE	108,000						108,000	0
29	PARKING ACCESS/REVENUE CONTROL SYSTEM	102,000	55,000			55,000	54%	47,000	5,100
30	ELEVATOR	265,000	93,889			93,889	35%	171,111	9,389
31	FIRE SPRINKLER	47,000	16,300	20,700		37,000	79%	10,000	3,700

# CONTINUATION SHEET

## AIA DOCUMENT G703

PAGE OF PAGES

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

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

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

APPLICATION NO: 17  
APPLICATION DATE: 5/1/2023  
PERIOD TO: 4/30/2023  
ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
32	PLUMBING & HVAC	352,000	255,058	21,000		276,058	78%	75,942	17,600
33	ELECTRICAL	861,000	400,500	24,500		425,000	49%	436,000	42,500
34	EXCAVATION & SITE DEMO	276,000	252,780	10,000		262,780	95%	13,220	13,800
35	AUGER CAST PILING	323,000	323,000			323,000	100%		16,150
36	PAVING & SIDEWALKS	100,000						100,000	0
37	PAVEMENT MARKING	14,000						14,000	0
38	LANDSCAPING & IRRIGATION	19,000						19,000	0
39	SEGMENTAL RETAINING WALL	45,000						45,000	0
40	UTILITIES	280,000	242,040			242,040	86%	37,960	14,000
41	PERFORMANCE & PAYMENT BOND	63,000	48,037	14,963		63,000	100%		3,150
42	BUILDERS RISK INSURANCE	7,000	7,000			7,000	100%		350
43	OWNER CHANGE ORDER #2	(43,725)						(43,725)	0
44	OWNER CHANGE ORDER #3	63,411	500			500	1%	62,911	50
	<b>GRAND TOTALS</b>	<b>12,533,686</b>	<b>9,958,733</b>	<b>426,408</b>		<b>10,385,141</b>	<b>83%</b>	<b>2,148,545</b>	<b>592,186</b>

May 2, 2023  
Page 1 of 5

PAYMENT RECOMMENDATION NO. 5 ON CONTRACT FOR  
CENTRAL PARK ACCESS ROAD – PARK VIEW

Owner: City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

Contractor: Mackie Construction  
14565 Portal Circle, Suite 117  
La Vista, NE 68138

CONTRACT AMOUNT	\$1,090,474.43
REVISED CONTRACT AMOUNT	\$1,038,166.03

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S) \$ 815,948.01

Item	Description	Approx. Quantity	Unit Price	Amount
1	Mobilization	1.00	L.S.      \$ 78,769.30	/ L.S.      \$ 78,769.30
2	Install, Maintain and Remove Orange Safety Fence	200.00	L.F.      \$ 4.12	/ L.F.      \$ 824.00
3	Remove Wooden Picnic Structure, Floor Slab and Footings	1.00	L.S.      \$ 5,729.06	/ L.S.      \$ 5,729.06
4	Clearing and Grubbing	0.86	L.S.      \$ 9,208.05	/ L.S.      \$ 7,918.92
5	Stockpile and Redistribute Topsoil (760 CY Moved Twice), Established Quantity	1250.00	C.Y.      \$ 9.39	/ C.Y.      \$ 11,737.50
6	Common Earthwork, In Place, Established Quantity	2100.00	C.Y.      \$ 37.54	/ C.Y.      \$ 78,834.00
7	Remove and Dispose Existing Bridge Headwalls	1.00	L.S.      \$ 22,380.84	/ L.S.      \$ 22,380.84
8	Remove and Dispose of Existing Wooden Bridge	1.00	L.S.      \$ 6,057.38	/ L.S.      \$ 6,057.38
9	Remove and Salvage Existing Monument, Flag Pole, Pavers and Blocks	1.00	L.S.      \$ 5,865.00	/ L.S.      \$ 5,865.00
10	Remove and Dispose ACC Pavement	395.00	S.Y.      \$ 14.08	/ S.Y.      \$ 5,561.60
11	Remove and Dispose PCC Pavement	500.00	S.Y.      \$ 16.43	/ S.Y.      \$ 8,215.00
12	Remove and Dispose PCC Sidewalk	325.00	S.Y.      \$ 10.56	/ S.Y.      \$ 3,432.00
13	Remove and Dispose of 4 Ft Tall Chain Link Fence	225.00	L.F.      \$ 7.04	/ L.F.      \$ 1,584.00
14	Remove and Dispose Crushed Rock Surfacing	270.00	S.Y.      \$ 8.22	/ S.Y.      \$ 2,219.40
15	Remove and Replace 8" PCC Pavement (Panel Repair)	145.00	S.Y.      \$ 88.81	/ S.Y.      \$ 12,877.45
16	Remove and Recompact Sewer Trench Backfill	200.00	C.Y.      \$ 99.71	/ C.Y.      \$ 19,942.00

Payment Recommendation No.5  
 Thompson Creek – Central Park East  
 May 2, 2023  
 Page 2 of 5

17	Subgrade Recompaction, Established Quantity	1100.00	C.Y.	\$	7.63	/	C.Y.	\$	8,393.00
18	Construct 18" RCP Storm Sewer w/Bedding, In Place	200.00	L.F.	\$	111.44	/	L.F.	\$	22,288.00
19	Construct 24" RCP Storm Sewer w/Bedding, In Place	175.00	L.F.	\$	145.46	/	L.F.	\$	25,455.50
20	Construct 18" Storm Sewer Tap in Box Culvert	1.00	EA.	\$	3,419.30	/	EA.	\$	3,419.30
21	Construct 24" Storm Sewer Tap in Box Culvert	1.00	EA.	\$	4,039.82	/	EA.	\$	4,039.82
22	Construct Type III Curb Inlet, In Place	4.00	EA.	\$	7,218.65	/	EA.	\$	28,874.60
23	Construct 30" Nyloplast Drain Basin, Heavy Duty w/30" Dome Grate and 18" RCP Connector	1.00	EA.	\$	7,564.68	/	EA.	\$	7,564.68
24	Construct 54" I.D. Storm Sewer Manhole, In Place	11.61	V.F.	\$	903.00	/	V.F.	\$	10,487.00
25	Construct 8'W by 6'H Reinforced Concrete Box Culvert, In Place	80.00	L.F.	\$	2,157.41	/	L.F.	\$	172,592.80
26	Construct Reinforced Concrete Wing Walls, Cast In Place	153.00	C.Y.	\$	801.51	/	C.Y.	\$	122,631.03
27	Construct 5" PCC Sidewalk, In Place	70.00	S.Y.	\$	80.15	/	S.Y.	\$	5,610.50
28	Construct 6" PCC Trail Pavement, In Place	410.00	S.Y.	\$	70.95	/	S.Y.	\$	29,089.50
29	Construct 8" PCC Curb Ramp, In Place	10.00	S.Y.	\$	144.68	/	S.Y.	\$	1,446.80
30	Construct 8" PCC Imprinted Surfacing, In Place	34.00	S.Y.	\$	110.90	/	S.Y.	\$	3,770.60
31	Construct 8" PCC Pavement, w and w/o Curb, In Place	2040.00	S.Y.	\$	69.49	/	S.Y.	\$	141,759.60
32	Construct 9" PCC Pavement, (Park View Blvd), In Place	65.00	S.Y.	\$	96.43	/	S.Y.	\$	6,267.95
33	Construct 4 Ft Tall, Black Vinyl Coated, Chain Link Fence, In Place	145.00	L.F.	\$	43.41	/	L.F.	\$	6,294.45
34	Rout & Seal Existing Pavement Joints	250.00	L.F.	\$	4.12	/	L.F.	\$	1,030.00
35	Furnish & Install Baffle Plates in Existing Storm Manhole	1.00	L.S.	\$	5,255.04	/	L.S.	\$	5,255.04
36	Install 4" Wide, White Pavement Marking Paint, In Place	135.00	L.F.	\$	4.70	/	L.F.	\$	634.50
37	Install 12" Wide, White Pavement Marking Paint, Grooved, In Place	11.00	L.F.	\$	15.43	/	L.F.	\$	169.73

Payment Recommendation No.5  
 Thompson Creek – Central Park East  
 May 2, 2023  
 Page 3 of 5

38	Install 24" Wide, White Pavement Marking Paint, Grooved In Place	92	L.F.	\$	21.24	/	L.F.	\$	1,954.08
39	Furnish and Install ADA Detectable Warnings, Cast Iron, Natural Finish	76	S.F.	\$	25.68	/	S.F.	\$	1,951.68
40	Furnish and Install Traffic Control Signage, In Place	5.00	EA.	\$	478.88	/	EA.	\$	2,394.40
41	Install, Maintain and Remove Stabilized Construction Entrance	1.00	EA.	\$	6,862.05	/	EA.	\$	6,862.05
42	Install and Maintain Fabric Silt Fence	840.00	L.F.	\$	4.40	/	L.F.	\$	3,696.00
43	Remove and Dispose Fabric Silt Fence	840.00	L.F.	\$	0.60	/	L.F.	\$	504.00
44	Temporary Seeding w/Straw Mulch	1.00	AC.	\$	1,759.50	/	AC.	\$	1,759.50
45	K-31 Fescue Seed w/Straw Mulch	1.60	AC.	\$	3,636.30	/	AC.	\$	5,802.67
46	Furnish and Install Straw Wattle, 12" Diameter	50.00	L.F.	\$	5.57	/	L.F.	\$	278.50
47	Install, Maintain and Remove Curb Inlet Filter	0.00	EA.	\$	293.25	/	EA.	\$	0.00
48	Install, Maintain and Remove Grate Inlet Filter	1.00	EA.	\$	469.20	/	EA.	\$	469.20
49	Water Management, Complete	1.00	L.S.	\$	14,662.50	/	L.S.	\$	14,662.50
50	Furnish and Install Flex-A-Mat, In Place	915.00	S,F,	\$	13.79	/	S,F,	\$	12,617.85
51	Furnish & Install Access Gates	0.50	L.S.	\$	13,183.35	/	L.S.	\$	6,591.68
52	Furnish & Install Access Gate Control System w/Detection Loops	0.50	L.S.	\$	8,797.50	/	L.S.	\$	4,398.75
53	Furnish & Install 1-1/2 Inch PVC Conduit, In Place, Access Gate Controls	0.00	L.F.	\$	24.34	/	L.F.	\$	0.00
54	Furnish & Install Fiberglass Pull Box, Type PB-6, Access Gate Controls	0.00	EA.	\$	2,420.00	/	EA.	\$	0.00
55	Grounding Rod, Copper Glad, 8 Ft. Long, 1/2-inch Diameter	0.00	EA.	\$	480.93	/	EA.	\$	0.00
56	Roadway Area Luminaire, LED Fixture, 252 LEDS, 120-V-AC or 12-V-DC, Equal to 210 Watt Inc Lamp	0.00	EA.	\$	4,420.51	/	EA.	\$	0.00
57	Light Poles, Class V-30 ft Treated Poles, Excluding Concrete Bases, 20 Ft Mounting Height	0.00	EA.	\$	3,453.32	/	EA.	\$	0.00

Payment Recommendation No.5  
 Thompson Creek – Central Park East  
 May 2, 2023  
 Page 4 of 5

58	Circuit Breakers, Bolt on, 10k A.I.C., 2 pole, 240 volt, 15-50 Amp	0.00	EA.	\$	304.98	/	EA.	\$	0.00
59	Excavating Utility Trench, Common Earth, Chain Trencher 4" Wide, 18" Deep	0.00	L.F.	\$	44.67	/	L.F.	\$	0.00
60	Wire, copper, solid, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	0.00	C.L.F.	\$	213.10	/	C.L.F.	\$	0.00
64	PVC Conduit, Schedule 40, 3/4" Dia., to 10 Ft High, including terminations, fittings and support	0.00	L.F.	\$	22.44	/	L.F.	\$	0.00
62	Wire, copper, solid, 600 volt, #10, type XLPE-USE (RHW), normal installation conditions in wireway, conduit, cable tray	0.00	C.L.F.	\$	675.65	/	C.L.F.	\$	0.00
63	PVC Conduit, Schedule 40, 1-1/2" Dia., to 10 Ft High, including terminations, fittings and support	0.00	L.F.	\$	44.87	/	L.F.	\$	0.00
64	Wire, copper, stranded, 600 volt, #6, type THHW, normal installation conditions in wireway, conduit, cable tray	0.00	C.L.F.	\$	8,991.05	/	C.L.F.	\$	0.00
65	Load centers-meter combo, 1 phase, 3-wire, main-lugs, rainproof, 120/240 V, 100 amp, 12 circuits	0.00	EA.	\$	13,606.80	/	EA.	\$	0.00
66	HDPE Conduit, DR 13.5, 1-1/2" Dia., including terminations, fittings and support	0.00	L.F.	\$	44.87	/	L.F.	\$	0.00
CO-1.1.	Milbank 100A Commercial Power Pedestal, In Place	0	LS	\$	7,600.00	/	LS	\$	0.00
CO-1.2	Furnish & Install 1-1.2 Inch HDPE Conduit, In Place	0	L.F.	\$	18.00	/	L.F.	\$	0.00
CO-1.3	#3 AWG THHN Copper Conductor (OPPD Primary)	0	L.F.	\$	5.16	/	L.F.	\$	0.00
CO-1.4	Furnish & Install Fiberglass Pull Box, Type PB-6, Access Gate Controls	0	EA.	\$	1,815.00	/	EA.	\$	0.00
CO-1.5	#12 AWG THHN Copper Conductor (Access Gate Controls)	0	L.F.	\$	1.79	/	L.F.	\$	0.00
CO-1.6	#6 AWG THHN Copper Conductor (Holiday Lighting Circuit)	0	L.F.	\$	4.58	/	L.F.	\$	0.00

Payment Recommendation No.5  
Thompson Creek – Central Park East  
May 2, 2023  
Page 5 of 5

CO-1.7	Receptacle Post, Containing One (1) GFCI Duplex Receptacle with In-Use Cover and Mounted in a Gard-N-Post	0	EA.	\$	950.00	/	EA.	\$	0.00
CO-1.8	Soil Stabilization at Box Culvert	1	LS	\$	8,058.09	/	LS	\$	8,058.09
<b>TOTAL</b>					\$ 951,022.80				
<b>LESS 10% RETAINED</b>					\$ 95,102.28				
<b>LESS PREVIOUS PAYMENT RECOMMENDATION(S)</b>					\$ 815,948.01				
<b>TOTAL DUE TO CONTRACTOR</b>					\$ 39,972.51				

We recommend that payment in the amount of \$39,972.51 be made to Mackie Construction.

Respectfully submitted,



Bradley P. Huyck, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

cc: Mackie Construction

OK TO PAY  
PMD 5/5/23  
16.71.0917.00 - GRT21022

## APPLICATION AND CERTIFICATE FOR PAYMENT

Page: 1 of 3

TO OWNER: CITY OF LA VISTA NE  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128

FROM J.E. Dunn Construction Company  
CONTRACTOR: 1001 Locust St  
Kansas City, MO 64106

PROJECT: Central Park Pavilion and Site Improvements  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128

ARCHITECT: Bruce Niedermeyer  
RDG Planning & Design  
1302 Howard Street  
Omaha, NE 68102

APPLICATION NO.: 11  
PERIOD TO: 04-30-2023  
PROJECT NOS.: 21046300  
INVOICE NO.: 21046300011  
CONTRACT DATE: 05-10-2022

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

CONTRACT FOR: Central Park Pavilion and Site Improvements

## APPLICATION AND CERTIFICATE FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM .....	\$ 15,955,803
2. Net change by change orders .....	\$ 0
3. CONTRACT SUM TO DATE (Line 1 +/- 2) .....	\$ 15,955,803
4. TOTAL COMPLETED & STORED TO DATE .....	\$ 10,318,999

(Column G on G703)

## 5. RETAINAGE:

(Total retainage Column I of G703) .....	\$ 900,756
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6. TOTAL EARNED LESS RETAINAGE .....	\$ 9,418,242
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(Line 4 less Line 5 Total)

## 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) .....	\$ 8,423,556
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8. CURRENT PAYMENT DUE .....	\$ 994,686
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9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6 )	\$ 6,537,561
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CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0	0
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:	0	0	0
Net Change by Change Orders	0	0	0

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT THE AMERICAN  
INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

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

**WARNING: DO NOT CHANGE ESTABLISHED PAYMENT INSTRUCTIONS FOR PAYMENTS TO J.E. DUNN CONSTRUCTION COMPANY.** J.E. Dunn Construction Company does not change its bank routing or account numbers. Do not accept or rely upon emails or correspondence requesting changes to J.E. Dunn Construction Company's established payment instructions. Any change to J.E. Dunn Construction Company's payment instructions can only be made by a fully executed Change Order to the Agreement between Owner and J.E. Dunn Construction Company.

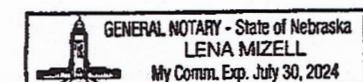
Contractor: J.E. Dunn Construction Company

By: John Gordon Date: 05.08.23State of: NebraskaCounty of: Saline

Subscribed and sworn to before

me this 8th day of May, 2023

Notary Public:

My Commission expires: July 30, 2024

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$ 994,686.00

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

ARCHITECT: Bruce Niedermeyer

By: Bruce Niedermeyer Date: 05/10/2023

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

OK TO PAY  
PMD 5/10/23  
16.71.0917.CC - PART 16C01

J.E. Dunn Construction Company

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
Contractor's signed Certification is attached.  
In tabulation below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 11

APPLICATION DATE: 05-08-2023

INVOICE NO.:

PERIOD TO: 04-30-2023

21046300011

PROJECT NO: 21046300

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	H PER- CENT (G/C)	I BALANCE TO FINISH	J RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
01	PRECONSTRUCTION	14,300	0	14,300	14,300	0	0	14,300	100	0	0
		14,300	0	14,300	14,300	0	0	14,300	100	0	0
02	GENERAL CONDITIONS	1,045,767	-184,700	861,067	509,763	91,037	0	800,801	70	260,266	0
		1,045,767	-184,700	861,067	509,763	91,037	0	800,801	70	260,266	0
03	PERMITS, BONDS, & INSURANCE	308,977	135,868	444,845	435,593	9,052	0	444,845	100	0	0
		308,977	135,868	444,845	435,593	9,052	0	444,845	100	0	0
04	DIRECT COSTS										
02330	Earthwork	337,026	59,634	396,660	371,253	21,897	0	393,150	99	3,510	39,315
02455	Pipe Piles	0	156,050	156,050	156,050	0	0	156,050	100	0	15,605
02500	Site Utilities	679,094	148,425	827,519	260,091	80,874	0	340,965	41	486,554	34,086
02790	Athletic Surfacing	96,311	-65,285	31,026	0	0	0	0	0	31,026	0
02810	Lawn Sprinklers	62,140	147,680	209,820	0	31,473	0	31,473	15	178,347	3,147
02815	Fountain Allowance	336,300	0	336,300	0	0	0	0	0	336,300	0
02833	Retaining Wall	339,000	8,000	345,000	0	56,160	0	56,160	16	288,840	5,616
02900	Landscaping	135,400	75,383	210,783	0	0	0	0	0	210,783	0
03330	CP/C Concrete	4,002,844	137,908	4,140,752	3,520,557	396,417	0	3,916,974	95	223,776	391,697
04210	Masonry	858,200	49,900	909,100	887,493	0	0	887,493	98	21,607	88,749
05100	Structural Steel	616,500	29,438	645,938	645,938	-4,300	0	641,638	98	4,300	64,164
05700	Railings	677,865	0	677,865	0	0	0	0	0	677,665	0
06199	Rough Carpentry	159,565	0	159,565	0	0	0	0	0	159,565	0
06299	Finish Carpentry	37,037	6,798	43,835	0	0	0	0	0	43,635	0
07100	Waterproofing	74,384	203,814	278,188	168,931	5,000	0	173,831	63	104,287	17,383
07410	Roofing	181,000	190,787	371,787	251,028	44,000	0	295,028	79	76,759	29,503
074104	Metal Wall Panels	215,148	0	215,148	0	0	0	0	0	215,148	0
07460	Siding	27,096	-27,096	0	0	0	0	0	0	0	0
07900	Joint Sealants	19,051	-19,051	0	0	0	0	0	0	0	0
08110	Doors & Hardware	115,922	-10,322	105,600	59,050	0	0	59,050	56	46,550	5,805
08330	Colling Doors	25,718	-8,710	17,008	0	0	0	0	0	17,008	0
08400	Glazing	135,180	50,695	185,875	26,860	64,175	0	91,035	49	94,840	8,104
09250	Framing & Drywall	98,421	83,853	180,274	122,321	16,850	0	138,971	77	41,303	13,887
09300	Flooring	83,180	-56,869	28,311	0	0	0	0	0	28,311	0
09900	Painting	98,705	-38,774	59,931	0	0	0	0	0	59,931	0
10199	Specialties	27,636	62,762	90,398	0	0	0	0	0	90,398	0

## J.E. Dunn Construction Company

CONTINUATION SHEET AIA DOCUMENT G703

Page: 3

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
 Contractor's signed Certification is attached.  
 In tabulation below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 11

APPLICATION DATE: 05-08-2023

INVOICE NO.:

PERIOD TO: 04-30-2023

21046300011

PROJECT NO: 21046300

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD				
10800	Site Furnishings	447,280	-126,657	320,623	28,292	0	0	28,292	9	292,331 2,829
11600	Food Service Equipment	504,142	-88,448	414,693	0	0	0	0	0	414,693 0
12510	Boardwalk	390,947	-390,947	0	0	0	0	0	0	0
15400	Plumbing & HVAC	1,228,350	12,306	1,240,656	991,628	97,089	0	1,088,917	88	151,739 108,892
16000	Electrical	1,549,371	50,795	1,600,166	553,451	154,992	0	708,443	44	891,723 70,844
35000	Escalation Allowance	192,065	-192,065	0	0	0	0	0	0	0
	DIRECT COSTS Total:	13,749,678	447,003	14,196,581	8,043,143	964,427	0	9,007,570	63	5,189,111 900,756
05	CONTINGENCY	447,515	-397,971	49,544	0	0	0	0	0	49,544 0
	CONTINGENCY Total:	447,515	-397,971	49,544	0	0	0	0	0	49,544 0
06	FEE	389,566	0	388,566	225,070	26,613	0	251,583	65	137,883 0
	FEE Total:	389,566	0	388,566	225,070	26,613	0	251,583	65	137,883 0
	Total:	15,955,803	0	15,955,803	9,227,870	1,091,129	0	10,318,996	65	5,636,804 900,756
	Project Total:	15,955,803	0	15,955,803	9,227,870	1,091,129	0	10,318,996	65	5,636,804 900,756

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT  
 THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

City of Omaha  
Public Works Department  
Construction Division

## WEEKLY PROGRESS REPORT

Page 1 of 3

CONTRACTOR NL &amp; L

PROJECT East La Vista Sewer and Pavement Rehab.

WEEK ENDING DATE 04/29/23

PROJECT NO. M376(228)

PROJECT STATUS: IN PROGRESS

REPORT NO. 4

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY		
SUNDAY 04/23/23	No work on Sunday's	0	Y	Paving - Total Value of Work This Period \$303.00		
				Sewer - Total Value of Work This Period \$3,168.96		
				Paving - Total Value of Work To Date \$4,258.80		
				Sewer - Total Value of Work To Date \$82,057.86		
MONDAY 04/24/23	Temp 65/37, partly cloudy, light winds Weekly progress meeting, started pot holing remaining service laterals on S 69th st, and beacon locates on La Vista Dr 7428 to 7432 La Vista Dr, and 7434 to 7441 S 69th st, vac truck for utility verification, marked pavement for removal and saw cutting. Cleaned up crushed concrete pile on James st, swept James st. No pay items	8	Y	Pro-rated Adjustment to Value of Stored Materials This Period \$0.00		
				Total Value of Stored Materials Remaining To Date \$0.00		
TUESDAY 04/25/23	Temp 63/41, light winds, cont with lateral repair at 7434 S 69th st. Removed pvcmt17.4x15.3'. Repaired lateral from main to BOC. Thelle on site for compaction testing, 7448, 7437,7434 S 69th repairs compaction tested and passed. Pay items: Item 2 S remove pvcmt 29.58 SY, Item 33 Remove serv line 5.5 in ft, Item 34 new Serv line 5.5 in ft, Item 52P Temp agg course 7.15 ton (see notes)	10	Y	Estimated Contract Value \$ 4,715,079.05		
				Percent Complete By Value 2%		
WEDNESDAY 04/26/23	Temp 67/43, light winds, 7438 S 69th St, contractor rem pvcmt, excavated exposed lateral, partial repair from house to BOC, lateral turned and went east to main, tap in good condition, attached new pipe to VCP at tap, backfilled excavation. Pay items Item 2 S rem pvcmt 26.68 SY, Item 32 Rem Serv line 23', Item 33 install new serv line 23', Item 52P temp agg surf course 4.25 tons,	10	Y	Contract Calendar / Work Days 211		
				Calendar / Work Days This Period 7		
THURSDAY 04/27/23	Temp 70/46, light winds. Cont S 69th lateral repair, 7439 S 69th. Rem pvcmt, excav., lateral from BOC to Main encased in concrete, PM called Eng and City, per Treck, this was a minimal repair service, CCTV'd line house to main in good condition, did not change out to SDR 23.5 pvc, backfilled trench and temp agg installed. Pay items: 2 S Remove pavement 11.60 SY, Item 52P temp agg course 3.75 tons	10	Y	Calendar / Work Days Used To Date 27		
				Percent Time Used 13%		
FRIDAY 04/28/23	Temp 55/43, overcast/rain afternoon. Cont. locating laterals and vac trucked 7424 utilities S 69th St and north onto La Vista Dr. Rained out at 1230. No pay items	6	Y	% Retained Paving/Sewer 10.0000%		
				Amount Retained To Date Paving 425.88		
SATURDAY 04/29/23	Temp 68/37, light winds. No work on site, except saw cutting on La Vista Dr for progression of work. No pay items	2	Y	Amount Retained To Date Sewer \$8,205.79		
				Net Amount Due To Date \$77,684.99		
Other Comments 04/25/23 Temp agg course - ((17.4'x15.3'x.5')/27)x1.45 conv factor =7.15 tons		Total Incentive Earned / Disincentive Assessed To Date \$0.00				
		Net Amount Due To Date Including Incentive Earned / Disincentive Assessed \$77,684.99				
		Total Previous Payments To Date \$0.00				
		Amount Due To Date \$77,684.99				

  
CONTRACTOR / DATE  
5-4-23

  
PROJECT REPRESENTATIVE / DATE  
01 May 2023

  
PROJECT MANAGER / DATE  
05 May 2023

  
CITY CONSTRUCTION ENGINEER / DATE  
05 May 2023

SEE  
Below

04 TO PAY  
PMO 5/10/23  
09.71.0917.000 - SEWER 13001  
SEWER \$73,852.07  
STREET \$13,832.92

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bld Quantity	Bld Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$156,000.00	LS	-	\$0.00	0.0%	-	\$0.00
2	Paving 2	Remove Pavement	7,830.00	\$11.00	SY	-	\$0.00	0.0%	-	\$0.00
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	-	\$0.00	0.0%	-	\$0.00
4	Paving 4	Remove Sidewalk - Sewer	7,396.00	\$2.00	SF	-	\$0.00	0.0%	-	\$0.00
5	5	Remove Concrete Curb and Gutter	1,850.00	\$12.00	LF	-	\$0.00	0.0%	-	\$0.00
6	6	Perform Cold Planning-Asphalt	28,390.00	\$6.50	SY	-	\$0.00	0.0%	-	\$0.00
7	7	Perform 2" Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	0.0%	-	\$0.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	3,130.00	\$187.11	Ton	-	\$0.00	0.0%	-	\$0.00
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	6,400.00	\$72.00	SY	-	\$0.00	0.0%	-	\$0.00
11	Paving 11	Construct 7" Concrete Pavement - Type L65 - Paving	7,658.00	\$75.00	SY	-	\$0.00	0.0%	-	\$0.00
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L65	98.00	\$92.00	SY	-	\$0.00	0.0%	-	\$0.00
14	14	Construct Concrete Curb and Gutter	1,850.00	\$42.00	LF	-	\$0.00	0.0%	-	\$0.00
15	Paving 15	Construct 6" Driveway - Type L65 - Paving	841.00	\$69.00	SY	-	\$0.00	0.0%	-	\$0.00
16	16	Construct 8" Driveway - Type L85	59.00	\$62.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,337.00	\$3.50	SY	-	\$0.00	0.0%	-	\$0.00
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	-	\$0.00	0.0%	-	\$0.00
19	19	Adjust Manhole to Grade	32.00	\$800.00	EA	-	\$0.00	0.0%	-	\$0.00
20	20	Remove & Replace Curb Inlet Top	6.00	\$3,200.00	EA	-	\$0.00	0.0%	-	\$0.00
21	21	Install Manhole Ring and Cover	8.00	\$700.00	EA	-	\$0.00	26.0%	2.00	\$1,400.00
22	22	Install External Frame Seal	0.00	\$750.00	EA	-	\$0.00	0.0%	-	\$0.00
23	23	Traffic Control - Sower and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	2.0%	0.0238	\$1,190.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$8.76	SF	-	\$0.00	0.0%	-	\$0.00
25	25	Construct 6" PCC Sidewalk	524.00	\$7.50	SF	-	\$0.00	0.0%	-	\$0.00
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	-	\$0.00	0.0%	-	\$0.00
27	27	Construct Detectable Warning Panel	441.00	\$46.00	SF	-	\$0.00	0.0%	-	\$0.00
28	28	Construct Sidewalk Curb Well	241.00	\$40.00	LF	-	\$0.00	0.0%	-	\$0.00
29	29	Install Seeding - Type A	1,922.00	\$3.76	SY	-	\$0.00	0.0%	-	\$0.00
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	-	\$0.00	0.0%	-	\$0.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bld Quantity	Bld Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$125.00	EA	-	\$0.00	250.0%	6.00	\$625.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	0.0%	-	\$0.00
52	P 62	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	15.16	\$303.00	26.0%	52.19	\$1,043.00
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	50.0%	0.50	\$72,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,998.00	\$11.00	SY	67.86	\$746.46	4.0%	215.11	\$2,366.21
S3	Sewer 3	Remove Concrete Driveway - Sewer	1,915.00	\$11.00	SY	-	\$0.00	0.0%	-	\$0.00
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SF	-	\$0.00	0.0%	-	\$0.00
S11	Sewer 11	Construct 7" Concrete Pavement - Type L65 - Sewer	5,998.00	\$76.00	SY	-	\$0.00	0.0%	-	\$0.00
S15	Sewer 15	Construct 8" Driveway - Sewer	1,915.00	\$59.00	SY	-	\$0.00	0.0%	-	\$0.00
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.60	SY	-	\$0.00	0.0%	-	\$0.00
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$8.75	SY	-	\$0.00	0.0%	-	\$0.00
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	6,390.00	\$20.00	LF	28.50	\$570.00	2.0%	80.49	\$1,809.80
34	34	Construct 6" PVC Sanitary Sewer Pipe (Service Line)	4,685.00	\$85.00	LF	26.50	\$1,852.50	2.0%	90.49	\$5,881.85
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	467.00	\$70.00	VF	-	\$0.00	0.0%	-	\$0.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	26.00	\$175.00	LF	-	\$0.00	0.0%	-	\$0.00
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs , Over 16' Depth)	12.00	\$175.00	LF	-	\$0.00	0.0%	-	\$0.00
38	38	Construct 8" Sanitary Sewer Concrete Cacle	1.00	\$1,200.00	EA	-	\$0.00	0.0%	-	\$0.00
39	39	Install 8" CIPP Liner	10,867.00	\$45.00	LF	-	\$0.00	0.0%	-	\$0.00
40	40	Install 16" CIPP Liner	927.00	\$65.00	LF	-	\$0.00	0.0%	-	\$0.00
41	41	Re-Instate Service Lines	332.00	\$100.00	EA	-	\$0.00	0.0%	-	\$0.00
42	42	CIPP End Seal, 8-in	83.00	\$195.00	EA	-	\$0.00	0.0%	-	\$0.00
43	43	CIPP End Seal, 16-in	9.00	\$260.00	EA	-	\$0.00	0.0%	-	\$0.00
44	44	Perform Pre-CIPP CCTV Pipeline Inspection	11,704.00	\$4.50	LF	-	\$0.00	0.0%	-	\$0.00
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,704.00	\$3.00	LF	-	\$0.00	0.0%	-	\$0.00
46	46	Jet Existing Sanitary Sewer	11,784.00	\$2.75	LF	-	\$0.00	0.0%	-	\$0.00
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 48" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	0.0%	-	\$0.00
50	50	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	0.0%	-	\$0.00
51	51	Mobilization/Demobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	-	\$0.00	0.0%	-	\$0.00



**LA VISTA POLICE DEPARTMENT  
INTER-DEPARTMENT MEMO**

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**TO:** Pam Buethe, City Clerk  
**FROM:** Acting Chief Captain D. J. Barcal  
**DATE:** May 5, 2023  
**RE:** Local Background Check– Manager Kwik Shop

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The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application for Rosalind Sells. No criminal record was located.

As with all Nebraska Retail Liquor Licenses, I am asking the applicant strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

**RECEIVED**

MAR 09 2023

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

**Corporation/LLC information**

Name of Corporation/LLC: **KWIK SHOP, INC.**

**Premise information**

Liquor License Number: **106676** Class Type **D** (if new application leave blank)

Premise Trade Name/DBA: **KWIK SHOP #664**

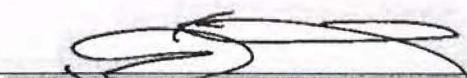
Premise Street Address: **6910 S 108TH ST**

City: **LA VISTA** County: **SARPY** Zip Code: **68046**

Premise Phone Number: **(402) 593-9286**

Premise Email address: **ROSALIND.SELLS@EG-AMERICA.COM**

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

Last Name: Sells First Name: Rosalind MI: R

Home Address: **4572 Meredith Avenue**

City: Omaha County: Douglas Zip Code: 68104 2471

Home Phone Number: **402-427-4060**

Driver's License Number & State: \_\_\_\_\_

Date Of Birth: [REDACTED] Place Of Birth: Beaumont, Texas

Email address: [rosalind.sells@eg-america.com](mailto:rosalind.sells@eg-america.com)

YES

NO

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

<b>CITY &amp; STATE</b>	<b>YEAR FROM</b>	<b>YEAR TO</b>	<b>CITY &amp; STATE</b>	<b>YEAR FROM</b>	<b>YEAR TO</b>
Omaha, NE	2003	Current			

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1998	Current	EG America	Josh Kangley	605-595-4160
1997	1998	VonMaur	Too long ago to remember	

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES       NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Rosalind Sells	09/01/2018	Omaha, NE	Moving violation	Guilty / \$1.00 fine
Rosalind Sells	03/22/2011	Omaha, NE	Speeding Ticket	Fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

To the best of my Knowledge - It has been years so may have been another store also -Kwik Shop #653, Kwik Shop #660

IF YES, list the name of the premise(s):

---

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

✓

4. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: 03/06/2022 Name on Certificate: Nebraska RBST

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Rosalind Sells	03/06/2022	Nebraska Responsible Beverage Service Training

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Rosalind Sells / Manager	1998-2007	Kwik Shop 9606 F Street / Kwik Shop 5929 N 72nd Street
		Both located in Omaha, NE

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

✓

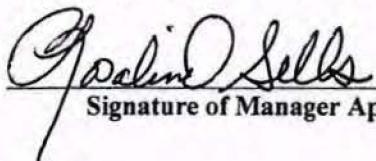
PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

  
Signature of Manager Applicant

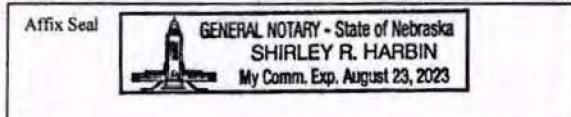
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska  
County of Sarpy The foregoing instrument was acknowledged before me this

March 8, 2022 date by Rosalind Sells NAME OF PERSON BEING ACKNOWLEDGED

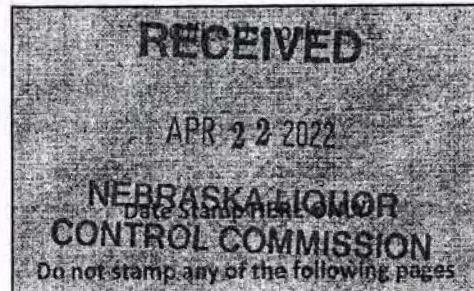
Shirley R. Harbin  
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**  
**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***

The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

---

Trade Name Kwik Shop, Inc.

Name of Person Being Fingerprinted: Rosalind R. Sells

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: March 9, 2022

Location where fingerprints were taken: Omaha; Troop A Headquarters

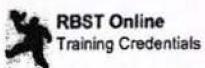
## How was payment made to NSP?

How was payment made to NSP?  NSP PAYPORT  CASH  CHECK SENT TO NSP CK #

**NSI FINGERPRINT**  **CASH**  **CHECK**  
My fingerprints are already on file with the  
application less than 2 years ago? YES

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**





General	Credential	Number	Earned	Expires
Rosalind Rita Sells 4572 meredith ave Omaha NE 68104	STATE ALCOHOL	RB-0148871	03-06-2022	03-06-2025

rbst Nebraska Wallet Card





[Back to Lookup](#) / Registrant Detail

## Rosalind R Sells

Political Party  
Democratic

Precinct  
02-15

### Election Details

05/10/2022 2022 Primary Election

### Absentee Ballot

Absentee Ballot exists for this election, but we require more information to display it.

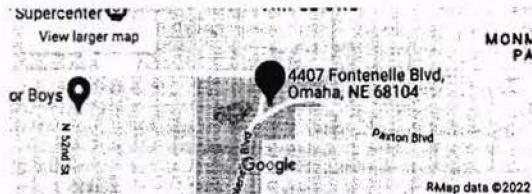
Date of Birth

Month Day Year

### Polling Location

**Fontenelle Park Pavilion (Upper Edmonson Center)**

4407 Fontenelle Blvd. Omaha, NE 68104



### Ballot Styles

057

### Districts

Show ▾

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Check #	Check Date	Vendor Name	Amount	Voided
2510(E)	03/31/2023	BOK FINANCIAL	797,245.00	N
2511(E)	04/30/2023	ACTIVE NETWORK LLC	14.88	N
2512(E)	04/30/2023	AMERICAN HERITAGE LIFE INSURANCE CO	1,288.40	N
2513(E)	04/30/2023	BOK FINANCIAL	48,781.83	N
2514(E)	04/30/2023	DEARBORN NATIONAL LIFE INSURANCE CO	1,302.00	N
2515(E)	04/30/2023	DEARBORN NATIONAL LIFE INSURANCE CO	6,952.37	N
2516(E)	04/30/2023	LINCOLN NATIONAL LIFE INS CO	6,506.33	N
2517(E)	04/30/2023	MEDICA INSURANCE COMPANY	121,745.38	N
2518(E)	04/30/2023	METLIFE	1,058.04	N
2519(E)	04/30/2023	MID-AMERICAN BENEFITS INC	907.71	N
2520(E)	04/30/2023	MID-AMERICAN BENEFITS INC	6,942.33	N
2521(E)	04/30/2023	U.S. CELLULAR	1,874.06	N
2500(A)	05/02/2023	ABM INDUSTRIES, INC	6,403.54	N
139493	05/03/2023	ALFRED BENESCH & COMPANY	1,575.00	N
139494	05/03/2023	CREATIVE SITES LLC	46,405.00	N
139495	05/03/2023	HGM ASSOCIATES, INC.	41,899.62	N
139496	05/03/2023	J&M DISPLAYS, INC	12,000.00	N
139497	05/03/2023	RDG PLANNING & DESIGN	2,786.09	N
139498	05/03/2023	SUBURBAN NEWSPAPERS INC	642.49	N
139499	05/03/2023	THOMPSON DREESSEN & DORNER, INC.	8,588.25	N
2501(E)	05/08/2023	US BANK NATIONAL ASSOCIATION	21,166.91	N
2522(E)	05/16/2023	BLACK HILLS ENERGY	5,030.27	N
2523(E)	05/16/2023	CENTURY LINK/LUMEN	256.47	N
2524(E)	05/16/2023	FNIC	252.50	N
2525(E)	05/16/2023	GREAT PLAINS COMMUNICATION	777.60	N
2526(E)	05/16/2023	MID-AMERICAN BENEFITS INC	1,729.56	N
2527(E)	05/16/2023	PAYROLL MAXX	489,202.66	N
2528(E)	05/16/2023	ROBERT HALF	4,387.12	N
2529(E)	05/16/2023	STANARD & ASSOCIATES	2,448.50	N
2530(A)	05/16/2023	CITY OF OMAHA	241,487.00	N
2531(A)	05/16/2023	SHI INTERNATIONAL CORP.	4,542.97	N
139500	05/16/2023	4 SEASONS AWARDS	41.00	N
139501	05/16/2023	ALldata LLC	1,500.00	N
139502	05/16/2023	AMAZON CAPITAL SERVICES, INC.	4,265.50	N
139504	05/16/2023	ARNOLD MOTOR SUPPLY	44.90	N
139505	05/16/2023	AWARDS AND MORE COMPANY	86.62	N
139506	05/16/2023	BACON LETTUCE CREATIVE	2,680.00	N
139507	05/16/2023	BADGER BODY & TRUCK EQUIP CO INC	1,045.00	N
139508	05/16/2023	BALLOON BRIGADE	2,000.00	N
139509	05/16/2023	BERGANKDV LLC	2,000.00	N
139510	05/16/2023	BIBLIOTHECA LLC	60.19	N
139511	05/16/2023	BIG RED LOCKSMITHS	782.00	N
139512	05/16/2023	BIZCO, INC.	4,022.50	N
139513	05/16/2023	BOB'S RADIATOR REPAIR CO INC	499.00	N
139514	05/16/2023	BODY BASICS INC	596.00	N
139515	05/16/2023	BOOT BARN	203.94	N
139516	05/16/2023	BOWERS, SYDNEY	60.00	N

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
139517	05/16/2023	BRODERSEN, CALE	248.63	N
139518	05/16/2023	BUETHE, PAM	168.50	N
139519	05/16/2023	CARROT-TOP INDUSTRIES INC	729.58	N
139520	05/16/2023	CENTER POINT, INC.	212.13	N
139521	05/16/2023	CINTAS CORPORATION NO. 2	517.70	N
139522	05/16/2023	COMP CHOICE INC	325.00	N
139523	05/16/2023	CONNER PSYCHOLOGICAL SERVICES, PC	1,275.00	N
139524	05/16/2023	COSGRAVE COMPANY	165.90	N
139525	05/16/2023	COX COMMUNICATIONS, INC.	300.38	N
139526	05/16/2023	CPS HUMAN RESOURCE SERVICES	515.00	N
139527	05/16/2023	CULLIGAN OF OMAHA	12.50	N
139528	05/16/2023	CUMMINS CENTRAL POWER LLC	698.93	N
139529	05/16/2023	D & K PRODUCTS	12,272.00	N
139530	05/16/2023	DAIGLE LAW GROUP, LLC	2,460.00	N
139531	05/16/2023	DANIELSON TECH SUPPLY INC	769.24	N
139532	05/16/2023	DATABASEUSA.COM/A TO Z DATABASES	933.00	N
139533	05/16/2023	ECHO GROUP INCORPORATED	41.28	N
139534	05/16/2023	ESRI INC	3,410.00	N
139535	05/16/2023	ESTHER VILLARREAL	22.99	N
139536	05/16/2023	EVENT STRUCTURE SOLUTIONS, LLC	3,465.69	N
139537	05/16/2023	EVERLIGHT SOLAR	22.50	N
139538	05/16/2023	FERGUSON ENTERPRISES INC #226	115.36	N
139539	05/16/2023	FIKES COMMERCIAL HYGIENE LLC	62.00	N
139540	05/16/2023	FIRST NATIONAL BANK OF OMAHA	204.80	N
139541	05/16/2023	FITZGERALD SCHORR BARMETTLER	36,630.60	N
139542	05/16/2023	FUN SERVICES	7,770.00	N
139543	05/16/2023	GALE	110.96	N
139544	05/16/2023	GALLS LLC	149.20	N
139545	05/16/2023	GRAINGER	247.22	N
139546	05/16/2023	GREAT PLAINS UNIFORMS	1,595.50	N
139547	05/16/2023	GT DISTRIBUTORS, INC.	1,890.94	N
139548	05/16/2023	GUARDIAN ALLIANCE TECHNOLOGIES INC	100.00	N
139549	05/16/2023	GUNN, BRENDA	66.29	N
139550	05/16/2023	HARM'S CONCRETE INC	163.60	N
139551	05/16/2023	HARRIS, MARGARET	72.86	N
139552	05/16/2023	HITOUSH BUSINESS SERVICES	225.95	N
139553	05/16/2023	HOME LIFE INC	27.50	N
139554	05/16/2023	HOTSY EQUIPMENT COMPANY	1,002.25	N
139555	05/16/2023	HY-VEE INC	105.00	N
139556	05/16/2023	IDEAL IMAGES, INC.	1,922.00	N
139557	05/16/2023	INDUSTRIAL SALES COMPANY INC	233.22	N
139558	05/16/2023	INGRAM LIBRARY SERVICES	1,770.15	N
139559	05/16/2023	J & J SMALL ENGINE SERVICE	814.49	N
139560	05/16/2023	JENSEN TIRE AND AUTO #11	97.00	N
139561	05/16/2023	JOHNSON, ALLEN L.	129.50	N
139562	05/16/2023	KANOPI, INC.	128.00	N
139563	05/16/2023	LOU'S SPORTING GOODS	192.00	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
139564	05/16/2023	LOWE'S CREDIT SERVICES	89.61	N
139565	05/16/2023	MAINTAINX, INC	1,950.00	N
139566	05/16/2023	MCNEIL, JOSHUA	70.23	N
139567	05/16/2023	MENARDS-120TH	125.76	N
139568	05/16/2023	MENARDS-RALSTON	179.48	N
139569	05/16/2023	METRO LANDSCAPE MATERIALS	504.00	N
139570	05/16/2023	METROPOLITAN COMMUNITY COLLEGE	17,082.53	N
139571	05/16/2023	MIDWEST TAPE	197.94	N
139572	05/16/2023	MILLARD METAL SERVICES INC	689.00	N
139573	05/16/2023	MOBOTREX, INC.	1,332.90	N
139574	05/16/2023	NAPA-GENUINE AUTO PARTS	466.34	N
139575	05/16/2023	NEBRASKA IOWA DOOR SERVICES, INC.	330.00	N
139576	05/16/2023	NEBRASKA STATE FIRE MARSHAL	252.00	N
139577	05/16/2023	NEBRASKALAND TIRE, INC.	246.10	N
139578	05/16/2023	NMC GROUP INC	18.81	N
139579	05/16/2023	NORTH AMERICAN RESCUE	59.92	N
139580	05/16/2023	O'REILLY AUTO PARTS	5,377.48	N
139581	05/16/2023	OFFICE DEPOT INC	815.78	N
139582	05/16/2023	OMNI ENGINEERING	481.66	N
139583	05/16/2023	ONE CALL CONCEPTS INC	339.16	N
139584	05/16/2023	PAPILLION SANITATION	514.95	N
139585	05/16/2023	PAPIO VALLEY NURSERY INC	4,602.84	N
139586	05/16/2023	PER MAR SECURITY SERVICES	1,213.89	N
139587	05/16/2023	PETTY CASH	300.00	N
139588	05/16/2023	PITNEY BOWES GLOBAL FIN SVCS	429.99	N
139589	05/16/2023	PORT-A-JOHNS	90.00	N
139590	05/16/2023	READY MIX CONCRETE COMPANY	1,884.50	N
139591	05/16/2023	REGAL AWARDS INC.	119.80	N
139592	05/16/2023	RESOURCE RENTAL CENTER INC	842.00	N
139593	05/16/2023	ROBERT T. HENNICH	1,270.00	N
139594	05/16/2023	RTG BUILDING SERVICES INC	6,765.00	N
139595	05/16/2023	SARAH LOVELAND	9.95	N
139596	05/16/2023	SARPY COUNTY COURTHOUSE	4,496.00	N
139597	05/16/2023	SARPY COUNTY FISCAL ADMINSTRN	32,209.85	N
139598	05/16/2023	SARPY COUNTY SHERIFF'S OFFICE	400.00	N
139599	05/16/2023	SCHOLASTIC LIBRARY PUBLISHING	78.28	N
139600	05/16/2023	SHERWIN-WILLIAMS	360.00	N
139601	05/16/2023	SIGN IT	3,510.00	N
139602	05/16/2023	SITE ONE LANDSCAPE SUPPLY LLC	533.05	N
139603	05/16/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	522.18	N
139604	05/16/2023	SUCCESS FACTORS INCORPORATED	925.58	N
139605	05/16/2023	TECH MASTERS INC	240.50	N
139606	05/16/2023	THE COLONIAL PRESS, INC	8,213.39	N
139607	05/16/2023	THE SCHEMMER ASSOCIATES INC	3,111.25	N
139608	05/16/2023	THOMAS & THOMAS COURT REPORTERS	1,085.00	N
139609	05/16/2023	TORNADO WASH LLC	462.00	N
139610	05/16/2023	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N

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Check #	Check Date	Vendor Name	Amount	Voided
139611	05/16/2023	TRUCK CENTER COMPANIES	13,000.00	N
139612	05/16/2023	UNITE PRIVATE NETWORKS LLC	4,400.00	N
139613	05/16/2023	UNITED PARCEL SERVICE	11.59	N
139614	05/16/2023	UTILITY EQUIPMENT COMPANY	185.00	N
139615	05/16/2023	VAL VERDE ANIMAL HOSPITAL INC	136.20	N
139616	05/16/2023	VAN-WALL EQUIPMENT INC	482.72	N
139617	05/16/2023	VOIANCE LANGUAGE SERVICES, LLC	25.00	N
139618	05/16/2023	WESTLAKE HARDWARE INC NE-022	148.67	N
139619	05/16/2023	WESTLAKE HARDWARE INC NE-022	2.69	N
139620	05/16/2023	WESTLAKE HARDWARE INC NE-022	1,378.11	N
151	CHECKS PRINTED		TOTAL CLAIM AMOUNT:	\$2,115,122.55
				0

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 05/16/2023

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COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 16, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION TO AMEND PUD SITE PLAN LB SOUTHWEST, LLC LOT 2, WOODHOUSE PLACE AND LOTS 1-2 WOODHOUSE PLACE REPLAT 1	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution and ordinance prepared to consider and approve amendments to the Planned Unit Development Site Plan and Ordinance for Lot 2, Woodhouse Place and Lots 1 and 2 Woodhouse Place Replat 1 to incorporate a small automotive leasing facility into the site plan and to incorporate the Automotive Rental/Leasing use as permitted within the PUD area.

**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 Lot 2, Woodhouse Place and Lots 1 and 2 Woodhouse Place Replat 1. The project is located southwest of the intersection of Giles Rd. and 144<sup>th</sup> St.

The application to amend the PUD Site Plan and is proposed to incorporate a small automotive leasing facility into the southeast corner of the site plan. The ordinance amendment proposes to incorporate the Automotive Rental/Leasing use as permitted within the PUD area. The use is not currently allowed in the underlying C-3 Zoning District.

A detailed staff report is attached.

The Planning Commission held a public hearing on April 20, 2023 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) SITE PLAN FOR LOT 2, WOODHOUSE PLACE, AND LOTS 1 AND 2 WOODHOUSE PLACE REPLAT 1, A SUBDIVISION LOCATED IN THE NE 1/4 OF SECTION 23, T14N, R11E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

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

WHEREAS, the Community Development Director and the City Engineer have reviewed the planned unit development site 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) site plan for Lot 2, Woodhouse Place and Lots 1 and 2 Woodhouse Place Replat 1, located in the NE 1/4 of Section 23, T14N, R11E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southwest of 144<sup>th</sup> Street and Giles Road be, and hereby is, approved.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE 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 Rental" shall mean the rental of automobiles, noncommercial trucks, and motorcycles, including incidental maintenance and servicing.
- B. "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.
- C. "Developer" shall mean LB Southwest, LLC, their successors and assigns.
- D. "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.

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- E. "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.
- F. "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.
- G. "Plat" or "the Plat," shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.
- H. "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".
- I. "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. Allowed Uses

Unless otherwise provided in this Ordinance, all Permitted and Permitted Conditional Uses allowed within the C-3 Highway Commercial/Office Park District shall be allowed within the Woodhouse Place PUD area, except as modified below:

- A. The following uses shall be allowed outright:
  - i. Automotive Rental

#### Section 7. 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 8. 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 Lot 2 Woodhouse Place and Lots 1 and 2 Woodhouse Place Replat One. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berthing and landscaping.

- i. The intent of the design and layout of Lot 2 Woodhouse Place and Lots 1 and 2 Woodhouse Place Replat One is to develop the site for motor vehicle sale and lease uses, with service and repair as an accessory use.
  - a. Building Height. Permitted building heights shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.
  - b. Building Setback. Building setbacks shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.
  - c. Landscaping. Landscaping along Highway 50 (South 144<sup>th</sup> Street) and Giles Road and throughout the Subdivision shall be consistent with the PUD Site Plan map set, Exhibit "B" and the Woodhouse Place Design Guidelines, Exhibit "C". A complete and detailed

landscape plan is required prior to building permit approval to assure compliance with the vision of Woodhouse Place and its approved guidelines.

- d. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

C. Woodhouse Place Design Guidelines

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

D. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on lots in Lot 2 Woodhouse Place and Lots 1 and 2 Woodhouse Place Replat One 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 Lots 1 and 2 Woodhouse Place Replat 1 may be allowed to advertise on Monument Signs as depicted on Lot 2 Woodhouse Place of the PUD Site Plan. The overall development shall be limited to no more than four monument signs, one for each building

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- located on Lots 1 and 2 Woodhouse Place 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 1s and 2 Woodhouse Place Replat 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 9. Repeal of Ordinance No.1326. Ordinance No. 1326 as originally approved on August 21, 2018 and all ordinances in conflict herewith are hereby repealed.

Section 10. 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 11. That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

Ordinance No.

EXHIBIT A

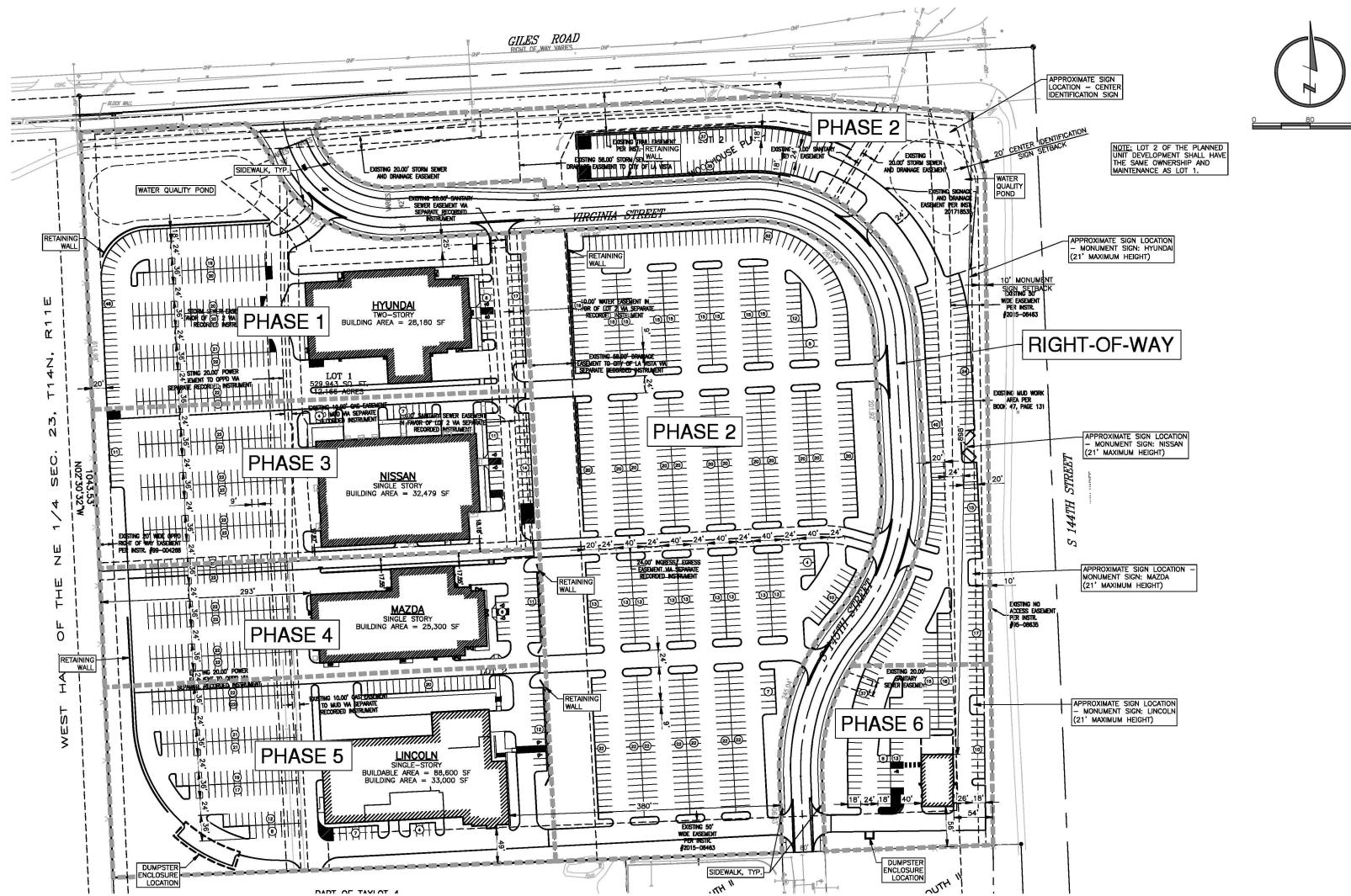
Lot 2 Woodhouse Place and Lots 1 and 2, Woodhouse Place Replat 1 located in the N 1/2, NE 1/4, Section 23, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska.

Ordinance No.

**EXHIBIT B**

Ordinance No.

**EXHIBIT C**



<u>PROJECT PHASING</u>	
THE FOLLOWING ARE ESTIMATED PHASE COMPLETION DATES:	
PHASE 1 - HYUNDAI DEALERSHIP	- SEPTEMBER 1, 2019
RIGHT-OF-WAY	- SEPTEMBER 1, 2019
PHASE 2 - EAST PARKING LOT	- OCTOBER 31, 2019
PHASE 3 - NISSAN DEALERSHIP	- MARCH 1, 2020
PHASE 4 - WEST PARKING LOT	- MARCH 1, 2020
PHASE 5 - LINCOLN DEALERSHIP	- MARCH 1, 2020
PHASE 6 - ENTERPRISE RENTAL	- NOVEMBER 1, 2020

**ACCESSIBLE STALLS**

REPLAT 1 LOTS 1 AND 2:  
ACCESSIBLE STALLS PROVIDED: 4  
VAN ACCESSIBLE STALLS PROVIDED : 4

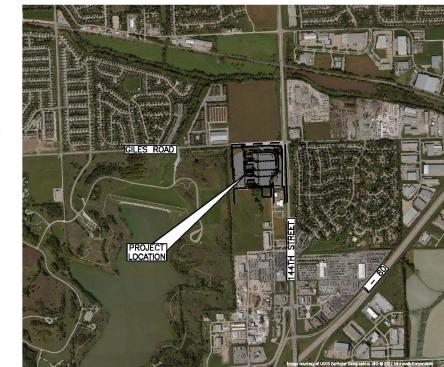
TOTAL ACCESSIBLE STALLS PROVIDED: 8

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.

LOT 2:  
ACCESSIBLE STALLS PROVIDED: 0  
VAN ACCESSIBLE STALLS PROVIDED : 1

TOTAL ACCESSIBLE STALLS PROVIDED: 1

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



<b>LEGAL DESCRIPTION:</b>		LOT 1, WOODHOUSE PLACE REPLAT 1 LOT 2, WOODHOUSE PLACE REPLAT 1 LOT 3, WOODHOUSE PLACE PLANNED UNIT DEVELOPMENT	
<b>ADDRESS</b>	144TH STREET AND GILES ROAD		
<b>APPLICANT</b>	WOODHOUSE AUTO FAMILY — PAUL CECH		
<b>PHONE NUMBER</b>	402-660-2317		
<b>USE TYPE:</b>	AUTO SALES AND SERVICE		
<b>ZONING:</b>	C-3 W/ GATEWAY CORRIDOR DISTRICT OVERLAY (SEE SECTION 5.12.2)		
<input type="checkbox"/> PERMITTED USE <input checked="" type="checkbox"/> CONDITIONAL USE <input type="checkbox"/> SPECIAL USE			
<b>SITE REGULATORS (SEE SECTION 5.12.06):</b>			
	<b>ALLOWED</b>	<b>PROPOSED (REPLAT 1)</b>	<b>PROPOSED (LOT 2)</b>
A. SITE AREA	10,000 SF	957,867 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	3,250 SF
D. FA (%) (C/A)	NO REQUIREMENT	0.31	0.01
E. SETBACK			
FRONT YARD	25 FEET	25 FEET	898 FEET
STREET SIDE YARD	15 FEET	380 FEET	54 FEET
INTERIOR SIDE YARD	15 FEET	283 FEET	N/A
REAR YARD	15 FEET	49 FEET	56 FEET
F. HEIGHT	90 FEET MAXIMUM	90 FEET MAX	90 FEET MAX
G. BUILDING COVER (%)	60% MAXIMUM	31%	1%
H. IMPERVIOUS COVER (%)	NO REQUIREMENT	80%	50%
I. PARKING REQUIREMENTS (SEE SECTION 7.06)	1 STALL/500 SF OF FLOOR AREA = 228	1,492 STALLS	268 STALLS
J. ACCESSIBLE PARKING (SEE SECTION 7.08)	7 STALLS	8 STALLS	1 STALL
<b>PARKING LANDSCAPE REQUIREMENTS (SEE SECTION 7.17.03):</b>			
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
<b>LEGEND</b>			
— — — — —	PROPERTY LINE		PROPOSED CONTOUR
— S —	SANITARY SEWER		EXISTING CONTOUR
— ST —	STORM SEWER		PC CURB AND GUTTER
— FO —	FIBER OPTIC		RETAINING WALL
— G —	GAS		PC CONCRETE SIDEWALK
— W —	WATER		PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
— UGP —	UNDERGROUND POWER		BUILDING
— OHP —	OVERHEAD POWER		
— T —	TELEPHONE	(15)	PARKING STALL COUNT
— CT —	CABLE TELEVISION	■ ■ ■ ■ ■	BUILDABLE AREA

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68151-2621  
www.LRA-Inc.com

WOODHOUSE PLACE  
SARPY COUNTY, NEBRASKA

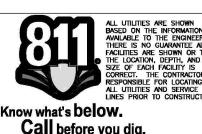
PLANNED UNIT DEVELOPMENT  
SITE PLAN

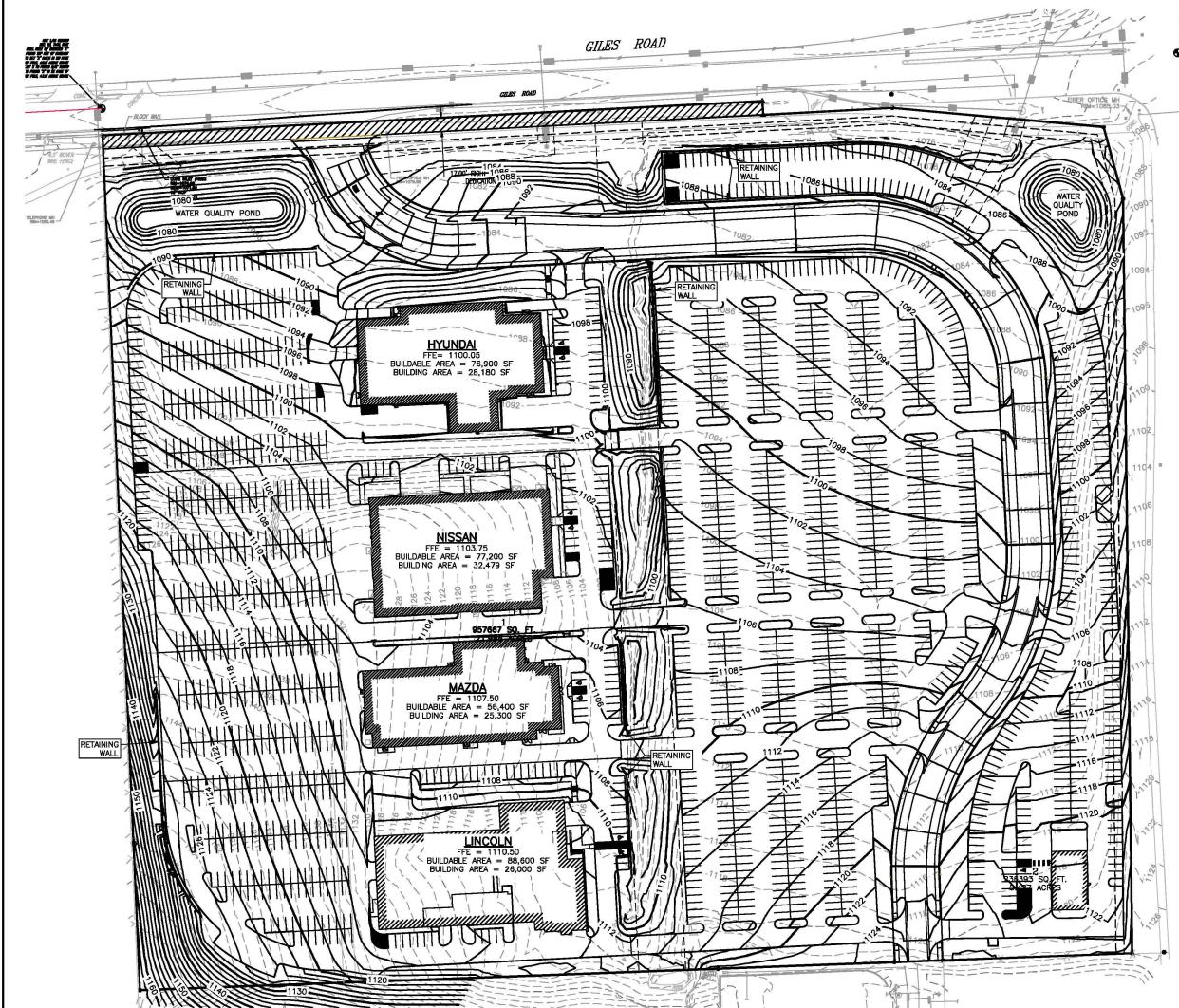
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Journal of Health Politics, Policy and Law, Vol. 32, No. 4, December 2007  
DOI 10.1215/03616878-32-4 © 2007 by the Southern Political Science Association

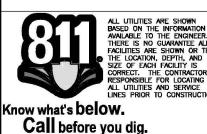
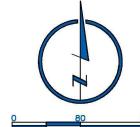
2 SHEET

1 OF 1





S 144TH STREET



Know what's below.  
Call before you dig.

LEGEND	
—	PROPERTY LINE
—	EXISTING CONTOUR
—	PROPOSED CONTOUR
—	SANITARY SEWER
—	STORM SEWER
—	PC CURB AND GUTTER
—	RETAINING WALL
—	PC CONCRETE SIDEWALK
—	PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
—	BUILDING
15	PARKING STALL COUNT
—	BUILDABLE AREA
○	MANHOLE
□	CURB INLET
□	GRATE INLET
□	HOODED GRATE INLET
□	HYDRANT
□	WATER HYDRANT
□	GAS MANHOLE
□	LIGHT POLE
	LAMP RYNEARSON - ENGINEERS

PLANNED UNIT DEVELOPMENT  
GRADING PLAN

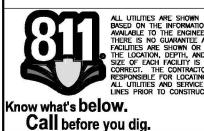
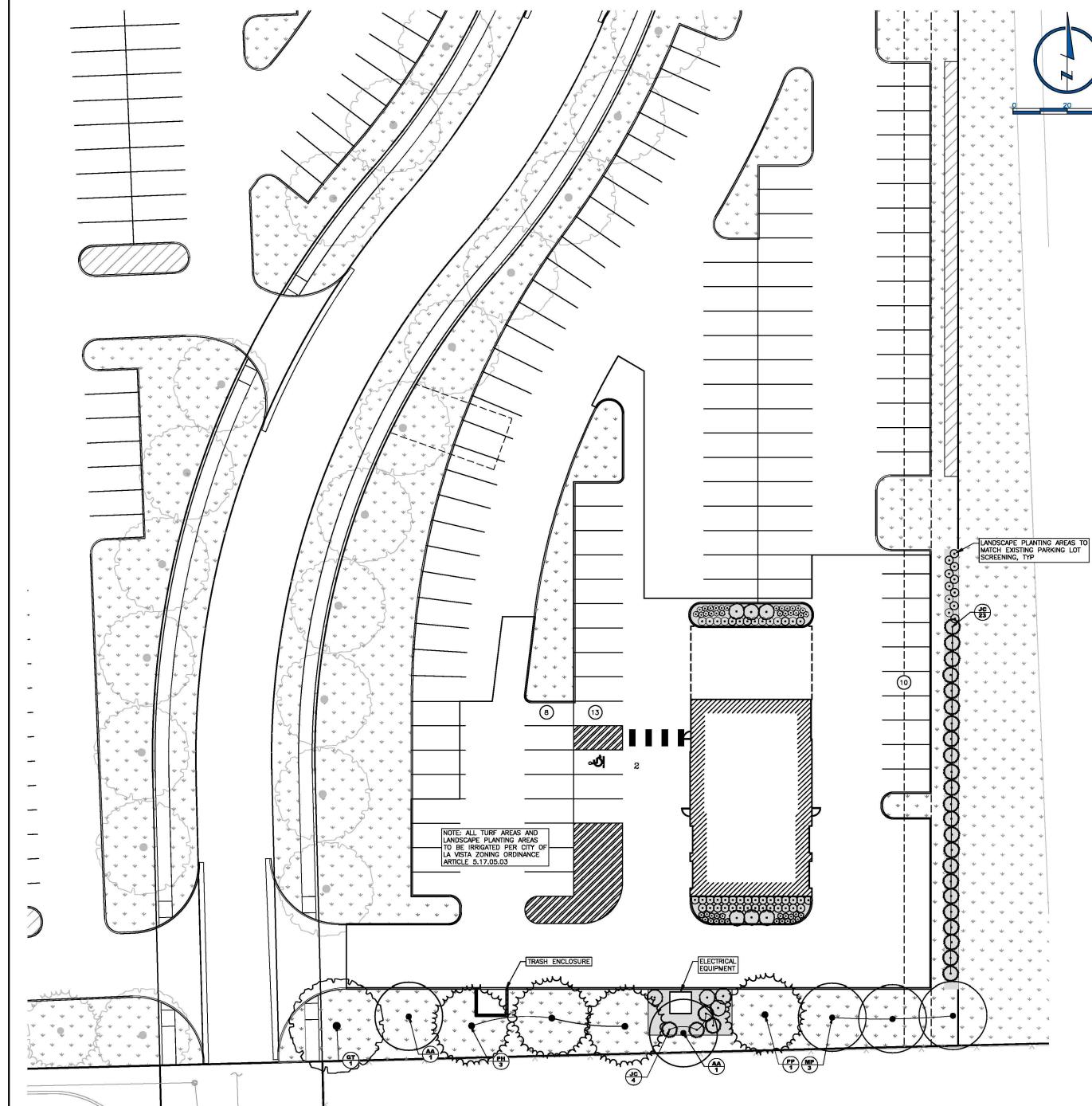
PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SHEET

1 OF 1

DRAWN BY	BLK
DESIGNED BY	RV
FOR	JOHN HAMPTON
JOB NUMBER	10165010-1003
BOOK AND PAGE	



TREE LEGEND						
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
<b>DECIDUOUS TREES</b>						
	CO	Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2.5" Cal.	50-75	50
	AR	Acer rubrum 'Magnificent Mogneto'	Burgundy Belle Red Maple	2.5" Cal.	45	45
	GT	Gleditsia triacanthos var. inermis 'Helika'	Halka Honeylocust	2.5" Cal.	40	40
	QB	Quercus bicolor	Swamp White Oak	2.5" Cal.	50-60	40-50
	QM	Quercus muehlenbergii	Chinkapin Oak	2.5" Cal.	40-50	50
	GD	Gymnocladus dioicus 'Espresso'	Kentucky Coffeetree 'Espresso'	2.5" Cal.	50-60	40-50
	TC	Tilia cordata 'Greenspire'	Greenspire Linden	2.5" Cal.	40-50	30-35
	AA	Amelanchier arborea	Downy Serviceberry, clump-form	2.5" Cal.	15-25	15-25
	MP	Malus 'Prairiefire'	Prairiefire Crabapple	2.5" Cal.	15-20	15-20
	MA	Malus 'Adams'	Adams Crabapple	2.5" Cal.	25	20
	MS	Malus 'Snowdrift'	Snowdrift Crabapple	2.5" Cal.	15-20	20-25
<b>CONIFEROUS TREES</b>						
	PP	Picea pungens	Colorado Spruce	6'-7' Ht.	60	10-20
	PH	Pinus heldreichii	Bosnian Pine	6'-7' Ht.	50-70	20-40
	PG	Picea glauca	Black Hills Spruce	6'-7' Ht.	35-45	25-30
	JC	Juniper chinensis 'Spartan'	Spartan Juniper	6'-7' Ht.	15	5
<b>SHRUB, GROUNDCOVER, PERENNIAL, AND ORNAMENTAL GRASS LEGEND</b>						
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	JC	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 Gal.	4-6	4-6
	JS	Juniperus sabina 'Buffalo'	Buffalo Juniper	5 Gal.	1-1.5	3-5
	SC	Symphoricarpos x chenault 'Hancock'	Hancock Coralberry	5 Gal.	1.5-2	6-8
	SB	Spiraea betulifolia 'Tor'	Tor Birchleaf Spirea	5 Gal.	3-4	3-4
	CS	Cornus stolonifera 'Farrow'	Arctic Fire Dogwood	5 Gal.	3-4	3-4
	VD	Viburnum dentatum 'Christom'	Blue Muffin Viburnum	5 Gal.	5-7	4-6
	RA	Rhus aromatica 'Gro Low'	Gro Low Sumac	5 Gal.	2.5-3	6-8
	CA	Calamagrostis acutiflora	Karl Foerster Feather Reed Grass	1 Gal.	2	3
	HL	Humeroocallis 'Little Business'	Little Business Daylily	1 Gal.	1.5	1-2
	HH	Humeroocallis 'Happy Returns'	Happy Returns Daylily	1 Gal.	1.5	1-2
	SN	Salvia nemorosa 'Mainacht'	May Night Salvia	1 Gal.	1.5	1.5-2
<b>LANDSCAPE PLANTING AREAS</b>						
<b>SEEDING LEGEND</b>						
	Turf-type fescue					
	Native grasses and forbs					

LANDSCAPE REQUIREMENTS:						
STREET FRONTRAGE (7.17.03.02)						
LOT 1:						
STREET FRONTRAGE: 1,806 LF						
LANDSCAPE AREA REQUIRED (STREET FRONTRAGE X 15'): 27,090 SF						
LANDSCAPE AREA PROVIDED: 31,260 SF						
TREES REQUIRED (1 TREE/40 LF FRONTAGE): 45 TREES						
TREES PROVIDED: 45						
LOT 2:						
STREET FRONTRAGE: 1,806 LF						
LANDSCAPE AREA REQUIRED (STREET FRONTRAGE X 15'): 27,090 SF						
LANDSCAPE AREA PROVIDED: 28,266 SF						
TREES REQUIRED (1 TREE/40 LF FRONTAGE): 45 TREES						
TREES PROVIDED: 45						
PARKING AREA INTERIOR LANDSCAPING (7.17.03.06)						
LOT 1:						
PARKING STALLS: 1,468 STALLS						
INTERIOR LANDSCAPING REQUIRED (10 SF/PARKING STALL): 14,680 SF						
INTERIOR LANDSCAPING PROVIDED: 14,284 SF						
LOT 2:						
PARKING STALLS: 269 STALLS						
INTERIOR LANDSCAPING REQUIRED (10 SF/PARKING STALL): 2,690 SF						
INTERIOR LANDSCAPING PROVIDED: 9,131 SF						

DRAWN BY	BLK
DESIGNED BY	RE
REVISED BY	RE
JOB NUMBER/DATE	14710 West Dodge Road, Suite 100 402-496-2498 01/16/03
BOOK AND PAGE	402-496-2473 2027 F

**LAMP RYNEARSON & ASSOCIATES**  
WOODHOUSE PLACE  
SARPY COUNTY, NEBRASKA

ENTERPRISE  
LANDSCAPE PLAN

LAMP RYNEARSON - ENGINEERS

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SHEET

1 OF 1



**WOODHOUSE PLACE  
DESIGN GUIDELINES**

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**City of La Vista, Nebraska**

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

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## **1. INTRODUCTION**

---

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

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

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

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

## **2. GEOGRAPHIC AREA AND CRITERIA**

---

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

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

### 3. DEFINITIONS

---

*Appearance.* The outward aspect visible to the public.

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

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

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

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

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

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

*City.* City of La Vista

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **4. CRITERIA FOR APPERANCE**

---

### **I. RELATIONSHIP OF BUILDING TO SITE**

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

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

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

### **III. LANDSCAPE AND SITE TREATMENT**

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

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

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

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

#### **IV. BUILDING DESIGN**

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

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

**D.** All buildings shall feature a prominent entrance.

**E. Building Materials:**

1. Building Materials shall be limited to the following:
  - a) Aluminum Composite Material (ACM)
  - b) Clear or tinted glass
  - c) Clay brick or stone
  - d) Integrally colored burnished or split face concrete block. Smooth concrete block may be allowed as accents.
  - e) Integrally colored EFIS (exterior insulated finishing system)
  - f) Integrally colored cast stone
  - g) Architectural Precast Concrete may be allowed as Accents
  - h) Integrally colored composite rain screen panels.
  - i) Any combination of the materials listed
2. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.
3. Materials shall be of durable quality such as prefinished or integral color for long life with minimal maintenance. Any material requiring a field-applied finish shall have long life, i.e. coatings such as "TNEMEC" or equal. Product data shall be submitted for review.
4. In any design in which the structure frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.

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

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

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

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

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

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

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

## **V. SIGNS**

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

## **VI. MAINTENANCE—PLANNING AND DESIGN FACTORS**

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

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

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

## **VII. FACTORS FOR EVALUATION**

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

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

## **VIII. APPROVAL OF CHANGES AFTER DESIGN ACCEPTANCE**

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

## **5. PROCESS**

---

**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**

---

### **DECIDIOUS TREES**

**Min. Size**  
2.5" cal

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

### **CONIFEROUS TREES**

6' tall

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

### **DECIDUOUS SHRUBS**

5 gallon

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

**CONIFEROUS SHRUBS** 5 gallon

Green Tam Juniper/ Juniperus Sabina ‘Tamariscifolia’  
Sea Green Juniper/ Juniperus chinensis ‘Sea Green’

**GROUNDCOVERS** 1 gallon

Purple Winter Creeper/Euonymus fortunei var. ‘Coloratus’  
Vinca Minor

**PERENNIALS/BULBS** 1 gallon

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

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**APPENDIX B – Approved Parking Light Fixture**



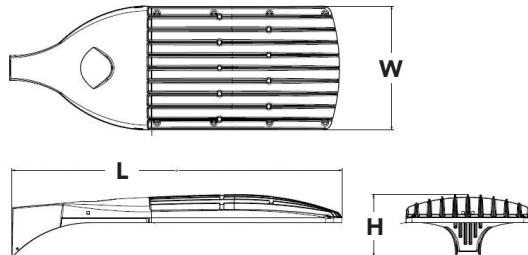
# D-Series Size 2

## LED Area Luminaire



### Specifications

EPA:	1.1 ft <sup>2</sup> (0.10 m <sup>2</sup> )
Length:	40" (101.6 cm)
Width:	15" (38.1 cm)
Height:	7-1/4" (18.4 cm)
Weight (max):	36 lbs (16.3 kg)



### Ordering Information

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

DSX2 LED								
Series	LEDs	Drive current	Color temperature	Distribution			Voltage	Mounting
DSX2 LED	Forward optics	530 530 mA	30K 3000 K	T1S Type I Short	T5VS Type V Very Short	MVOLT <sup>7</sup>	Shipped included	
	80C 80 LEDs (four engine)	700 700 mA	40K 4000 K	T2S Type II Short	T5S Type V Short	120 <sup>7</sup>	SPA	Square pole mounting
	100C 100 LEDs (four engines)	1000 1000 mA <sup>2,3</sup> (1A)	50K 5000 K	T2M Type II Medium	T5M Type V Medium	208 <sup>7</sup>	RPA	Round pole mounting
			AMBP <sup>C</sup> Amber phosphor converted <sup>4</sup>	T3S Type III Short	T5W Type V Wide	240 <sup>7</sup>	WBA	Wall bracket
	Rotated optics <sup>1</sup>			T3M Type III Medium	BLC Backlight control <sup>2,5,6</sup>	277 <sup>7</sup>	SPUMBA	Square pole universal mounting adaptor <sup>9</sup>
	90C 90 LEDs	1200 1200 mA <sup>2,3</sup> (1.2 A)		T4M Type IV Medium	LCCO Left corner cutoff <sup>2,5,6</sup>	347 <sup>7</sup>	RPUMBA	Round pole universal mounting adaptor <sup>9</sup>
				TFTM Forward Throw	RCCO Right corner cutoff <sup>2,5,6</sup>	480 <sup>8</sup>		
				Medium			Shipped separately	
							KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) <sup>10</sup>

Control options	Other options	Finish (required)
<p><b>Shipped installed</b></p> <p>PER NEMA twist-lock receptacle only (no controls)<sup>11</sup></p> <p>PERS Five-wire receptacle only (no controls)<sup>11,12</sup></p> <p>PER7 Seven-wire receptacle only (no controls)<sup>11,12</sup></p> <p>DMG 0-10V dimming driver (no controls)<sup>13</sup></p> <p>DCR Dimmable and controllable via ROAM® (no controls)<sup>14</sup></p> <p>DS Dual switching<sup>15,16</sup></p> <p>PIRH Bi-level, motion/ambient sensor, 15'-30' mounting height, ambient sensor enable at 5fc<sup>17</sup></p>	<p><b>Shipped installed</b></p> <p>PIRH1FC3V Bi-level, motion sensor, 15'-30' mounting height, ambient sensor enabled at 1fc<sup>17</sup></p> <p>BL30 Bi-level switched dimming, 30%<sup>16,18</sup></p> <p>BL50 Bi-level switched dimming, 50%<sup>16,18</sup></p> <p>PNMTDD3 Part night, dim till dawn<sup>19</sup></p> <p>PNMT5D3 Part night, dim 5 hrs<sup>19</sup></p> <p>PNMT6D3 Part night, dim 6 hrs<sup>19</sup></p> <p>PNMT7D3 Part night, dim 7 hrs<sup>19</sup></p> <p>FAO Field Adjustable Output<sup>19</sup></p>	<p>DDBXD Dark bronze</p> <p>DBLXD Black</p> <p>DNAXD Natural aluminum</p> <p>DWHXD White</p> <p>DBBTXD Textured dark bronze</p> <p>DBLBXD Textured black</p> <p>DNATXD Textured natural aluminum</p> <p>DWHGXD Textured white</p>

### Controls & Shields

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

### Accessories

Ordered and shipped separately.

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

### NOTES

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

16 Provides 50/50 luminaire operation via two independent drivers on two separate circuits. N/A with 80C 530, 90C 530, PER, PERS, PER7, DCR, BL30, BL50 or PNMT options.

17 Requires an additional switched circuit.

18 PIRH and PIRH1FC3V specify the [SensorSwitch SBGR-6-ODP](#) control; see [Outdoor Control Technical Guide](#) for details. Dimming driver standard. Not available with PERS or PER7. Ambient sensor disabled when ordered with DCR. Separate on/off required.

19 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PERS, PER7 or PNMT options. Not available with PIRH1FC3V.

20 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PERS, PER7, BL30 or BL50. Not available with PIRH1FC3V. Separate on/off required.

21 Dimming driver standard. Not available with PERS, PER7, DMG, DCR, DS, BL30, BL50 or PNMT options, PIRH or PIRH1FC3V.

22 Not available with BLC, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.

23 90 LEDs (90C option) only.

24 Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.

25 For retrofit use only.



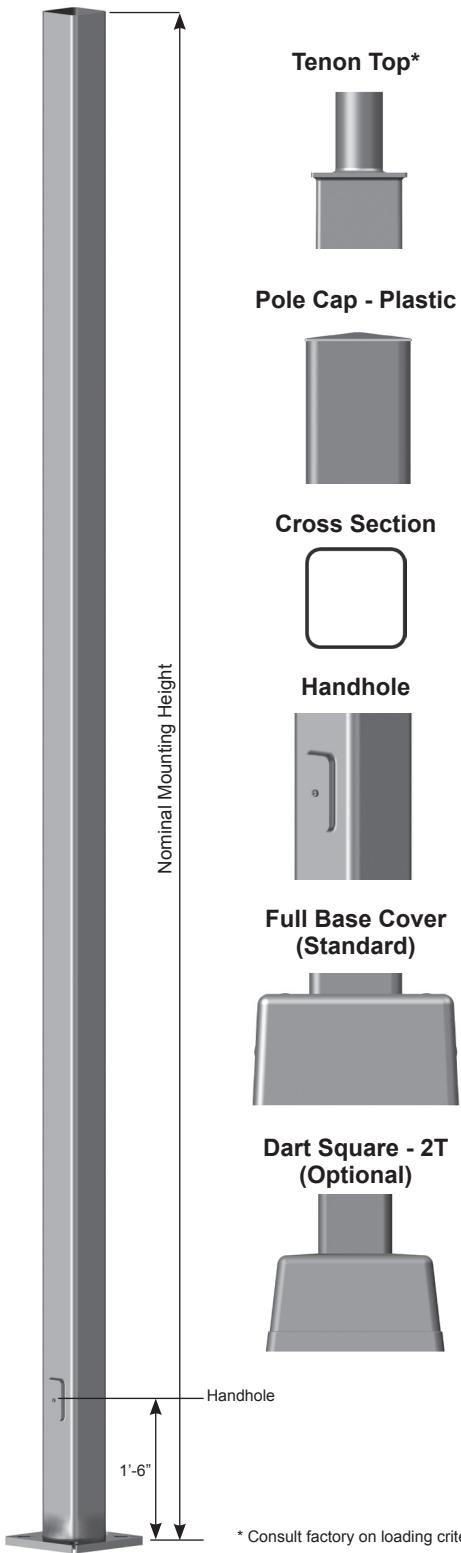
One Lithonia Way • Conyers, Georgia 30012 • Phone: 800.279.8041 • [www.lithonia.com](http://www.lithonia.com)

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Job Name: \_\_\_\_\_  
Job Location - City: \_\_\_\_\_ State: \_\_\_\_\_  
Product: \_\_\_\_\_ Quote: \_\_\_\_\_

Client Name: \_\_\_\_\_  
Created By: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

## SPECIFICATIONS



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

**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.

# SOFT SQUARE STEEL

## DS330

### Fatigue Resistant

**valmont** 

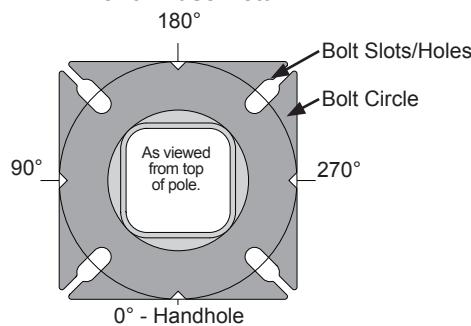
STRUCTURES

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

#### ANCHORAGE DATA

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

1. Maximum EPA (Effective Projected Area) and weight values are based on side mounted fixtures only. Consult factory on loading criteria for pole top mounted luminaires and/or brackets. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.

2. Structure weight is a nominal value which includes the pole shaft and base plate only.

3. Bellied-bottom will have reduced thickness due to the cold-working process. However, the bellied-bottom meets or exceeds the structural capacity of the original square section. In addition, the rounded section provides better fatigue resistance.

#### PRODUCT ORDERING CODES

DESIGN SERIES	MODEL NUMBER	Fixture Mounting	FINISH	COLOR	V-PRO™ PROTECTION SYSTEM	OPTIONS
DS330						
S400Q100	Drill Mounting	D1 = 1 Luminaire D2 = 2 @ 180°	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)	-- = Galvanize -- = Prime Paint 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)
S400Q120						
S400Q140						
S400Q160						
S400Q180						
S400Q200						
S500Q200						
S500W200						
S400Q250	Tenon Mounting	P2 = 2.38" OD x 4.00" P4 = 4.00" OD x 6.00"				
S400W250						
S500Q250						
S500W250						
S400W300						
S500Q300						
S500W300						
S600W300						
S500W350						
S600W350						
S600W400						



**CITY OF LA VISTA  
PLANNING DIVISION  
RECOMMENDATION REPORT**

CASE NUMBERS: PRP23-0002;

FOR HEARING ON: MAY 16, 2023

REPORT PREPARED ON: MAY 9, 2023

**I. GENERAL INFORMATION**

**A. APPLICANT(S):**

LB Southwest, LLC  
12325 Emmet Street  
Omaha, NE 68164

**B. PROPERTY OWNERS:**

LB Southwest, LLC  
12325 Emmet Street  
Omaha, NE 68164

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

**D. LEGAL DESCRIPTION:** Lot 2, Woodhouse Place and Lots 1 and 2 Woodhouse Place Replat 1.

**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); the property is currently developed as an automotive dealership.

**G. PURPOSE OF REQUEST:** Amendment to PUD Site Plan and Ordinance for an automobile dealership to incorporate a small automotive leasing facility into the site plan and to incorporate the Automotive Rental/Leasing use as permitted within the PUD area.

**H. SIZE OF SITE:** Approximately 30.67 acres.

## **II. BACKGROUND INFORMATION**

### **A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Business Park	C-1 Shopping Center Commercial District with a Gateway Corridor District (Overlay District)	Vacant
East	Urban Medium Intensity Residential	R-1 Single Family Residential	Single Family Houses
South	Industrial	I-1 Light Industrial with a Gateway Corridor District (Overlay District), I-2 Heavy Industrial	Misc. Industrial Uses
West	Parks, Recreation, and Open Space (Sarpy Co.)	AG Agricultural (Sarpy Co.)	Chalco Hills Recreation Area

### **B. 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.
2. On August 21, 2018 City Council approved of an amendment to the PUD Site Plan and the PUD Ordinance in relation to Site Plan adjustments and signage.

### **C. APPLICABLE REGULATIONS:**

1. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District)
2. Section 5.13 of the Zoning Regulations – C-3 Highway Commercial / Office Park District

## **III. ANALYSIS**

### **A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the La Vista Comprehensive Plan designates the subject property as Regional Commercial.

**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:**

1. The property has access to all necessary utilities.

**E. PARKING REQUIREMENTS:**

1. The minimum off-street parking stall requirement for flex space is one space per 500 square feet of gross floor area, Per Section 7.06 of the La Vista Zoning Ordinance. For the proposed buildings on the Woodhouse Place site, this requirement would equate to 228 parking stalls. The current proposed site plan depicts 1,660 parking stalls, well above the initial required amount.

**IV. REVIEW COMMENTS**

- A. The use of "Automotive Rental/Leasing" is not an allowed use within the underlying C-3 Highway Commercial / Office Park Zoning District. As such the use will be required to be allowed through the approval of an amendment to the original PUD Ordinance, approved through the initial approval process of the development. A redlined draft of the proposed PUD Ordinance is provided in the attachments to this report.
- B. The design of the additional building proposed in this request and the site immediately surrounding the building will be reviewed through the City's Architectural Design Review process, and must be substantially complete prior to the issuance of any building permits.

**V. PLANNING COMMISSION RECOMMENDATION – PUD AMENDMENT:**

The Planning Commission held a public hearing on April 20, 2023, and voted unanimously to recommend approval of the PUD Amendment as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

**VI. STAFF RECOMMENDATION – PUD AMENDMENT:**

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

**VII. ATTACHMENTS TO REPORT:**

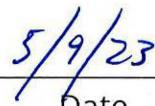
1. Vicinity Map
2. Staff Review Letter
3. Applicant Response Letter
4. Draft amendments to PUD Ordinance
5. PUD Site Plan Map Set

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

- A. Paul Cech; LB Southwest, LLC
- B. Rob Vanderveen; Lamp, Rynearson & Associates, Inc.
- C. Public Upon Request

  
Prepared by: Deputy Community Development Director

  
Community Development Director

  
Date

Giles Road

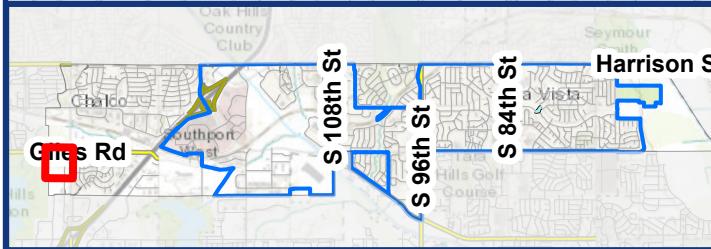
Virginia Street

**Proposed  
Enterprise  
Rental  
Facility  
Location**

S. 144th Street

S. 145th Street

### Vicinity Map - Woodhouse Place PUD Amendment



#### Legend

- Property Lines
- PUD Amendment Boundary





February 22, 2023

Rob Vanderveen  
Lamp Rynearson  
14710 W Dodge Road  
Omaha, NE 68154

RE: Planned Unit Development Amendment – Initial Review Letter  
Lot 2 Woodhouse Place and Lots 1 and 2 Woodhouse Place Replat 1

Mr. Vanderveen,

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:

General Comments

1. Please submit an updated schedule of construction, per the requirements of Section 5.15.04.01.
2. In relation to Section 5.15.04.03, please submit all applicable easements and covenants with neighboring property owners, if applicable.
3. In relation to Section 5.15.05.04, please show the point of connection and other pertinent design information for the sanitary sewer.

Please show the means of stormwater conveyance for the proposed project. The locations of any existing and/or proposed drainageways should also be provided (Section 5.15.05.02 (10)).

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
402.331.4343 **P**  
402.331.4375 **F**

**Community Development**  
8116 Park View Blvd.  
402.593.6400 **P**  
402.593.6445 **F**

**Library**  
9110 Giles Rd.  
402.537.3900 **P**  
402.537.3902 **F**

**Police**  
7701 S. 96th St.  
402.331.1582 **P**  
402.331.7210 **F**

**Public Works**  
9900 Portal Rd.  
402.331.8927 **P**  
402.331.1051 **F**

**Recreation**  
8116 Park View Blvd.  
402.331.3455 **P**  
402.331.0299 **F**

If the area of disturbance is over one (1) acre, you will need to submit for a NPDES grading permit. If the disturbed area is less than one (1) acre in size, construction of stormwater BMPs will still be required as part of the building permit application.

4. As per Section 5.15.05.02 (1), please emphasize the area of disturbance and confirm that there will be no substantial increase of impervious surface, or significant changes to the drainage pattern due to the project. Dependent upon changes in drainage pattern and/or impervious area, the existing Post Construction Stormwater Management Plan (PCSMP) for this site may need to be modified in order to account for the proposed surface drainage.
5. As per Section 5.15.05.02 (5), widths of existing right-of-ways need to be displayed.
6. Per Section 5.15.05.05 a legal description needs to be provided on the PUD Site Plan. The legal description provided needs to be updated to the current legal description for the three (3) lots involved in the PUD Site Plan.
7. The design for the proposed automotive rental/leasing building must be approved through the City's design review process, prior to application for building permits. We have received the application, some preliminary elevations, and some building materials, but are still in need of a method of payment for the application fee of \$1,500 before the submittal can be forwarded to the City's design review architect.
8. As the use of "automotive rental/leasing" is not an allowed use within the C-3 Zoning District, an amendment to the adopting ordinance for the original PUD will need to be conducted as part of this process that would allow the use within the boundaries of the Woodhouse Place PUD District.

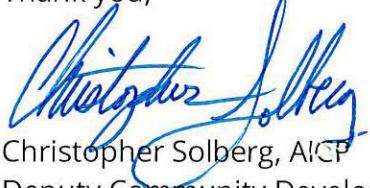
#### Landscaping Sheet

1. The landscaping plan is currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the initial review has been completed.

Please submit 2 full size revised copies of the PUD plans and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed.

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

Thank you,



Christopher Solberg, AICP  
Deputy Community Development Director  
City of La Vista  
[csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)  
(402) 593-6402

cc:

Paul Cech, Woodhouse Auto Family  
Bruce Fountain, Community Development Director – City of La Vista  
Cale Brodersen, Associate Planner – City of La Vista  
Pat Dowse, City Engineer – City of La Vista  
Garrett Delgado, Engineer Assistant – City of La Vista

VIA Email

March 28, 2023

14710 W. Dodge Rd., Ste. 100  
Omaha, NE 68154  
[P] 402.496.2498  
[F] 402.496.2730  
LampRynearson.com

Mr. Christopher Solberg, AICP  
Deputy Community Development Director  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

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

Dear Mr. Solberg:

Submitted herewith are our responses to the City of La Vista's comments from the letter dated February 22, 2023 regarding the Woodhouse Place PUD Amendment for Lot 2 and Replat 1 Lots 1 & 2 Initial Review submittal.

#### GENERAL COMMENTS

1. Please submit an updated schedule of construction, per the requirements of Section 5.15.04.01.

**RESPONSE:** An updated schedule of construction has been included on the PUD Site Plan exhibit. The schedule of construction is listed here as well.

*The following are phase estimated completion dates:*

PHASE 1 - HYUNDAI DEALERSHIP	- SEPTEMBER 1, 2018
RIGHT-OF-WAY	- SEPTEMBER 1, 2018
PHASE 2 - EAST PARKING LOT	- OCTOBER 31, 2018
PHASE 3 - NISSAN DEALERSHIP	- MARCH 1, 2019
PHASE 4 - MAZDA DEALERSHIP	- DECEMBER 31, 2019
PHASE 5 - LINCOLN DEALERSHIP	- MARCH 1, 2020
PHASE 6 - ENTERPRISE RENTAL	- NOVEMBER 1, 2023

2. In relation to Section 5.15.04.03, please submit all applicable easements and covenants with neighboring property owners, if applicable.

**RESPONSE:** The updated PUD site plan includes all easements within the project limits.

3. In relation to Section 5.15.05.04, please show the point of connection and other pertinent design information for the sanitary sewer.

**RESPONSE:** A utility plan has been provided illustrating the schematic sanitary sewer layout.

4. Please show the means of stormwater conveyance for the proposed project. The locations of any existing and/or proposed drainageways should also be provided (Section 5.15.05.02 (10)).

**RESPONSE:** A utility plan and grading plan have been provided illustrating the schematic storm sewer layout and drainageways.

5. If the area of disturbance is over one (1) acre, you will need to submit for a NPDES grading permit. If the disturbed area is less than one (1) acre in size, construction of stormwater BMPs will still be required as part of the building permit application.

**RESPONSE:** Understood.

6. As per Section 5.15.05.02 (1), please emphasize the area of disturbance and confirm that there will be no substantial increase of impervious surface, or significant changes to the drainage pattern due to the project. Dependent upon changes in drainage pattern and/or impervious area, the existing Post Construction Stormwater Management Plan (PCSMP) for this site may need to be modified in order to account for the proposed surface drainage.

**RESPONSE:** The area of disturbance for Phase 6 is indicated on the PUD site plan. No substantial increase of impervious surface or modification of the existing drainage pattern is anticipated.

7. As per Section 5.15.05.02 (5), widths of existing right-of-ways need to be displayed.

**RESPONSE:** All right-of-way widths are shown on the updated PUD site plan.

8. Per Section 5.15.05.05 a legal description needs to be provided on the PUD Site Plan. The legal description provided needs to be updated to the current legal description for the three (3) lots involved in the PUD Site Plan.

**RESPONSE:** The legal description has been updated as indicated.

9. The design for the proposed automotive rental/leasing building must be approved through the City's design review process, prior to application for building permits. We have received the application, some preliminary elevations, and some building materials, but are still in need of a method of payment for the application fee of \$1,500 before the submittal can be forwarded to the City's design review architect.

**RESPONSE:** A \$1,500 check has been provided by the owner.

10. As the use of "automotive rental/leasing" is not an allowed use within the C-3 Zoning District, an amendment to the adopting ordinance for the original PUD will need to be conducted as part of this process that would allow the use within the boundaries of the Woodhouse Place PUD District.

**RESPONSE:** Understood.

#### **LANDSCAPING SHEET**

1. The landscaping plan is currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the initial review has been completed.

**RESPONSE:** Understood.

Comments were also received from the city's design review process on March 15, 2023 from Dan Kerns. An additional Enterprise Landscaping Plan has been included with this resubmittal. The following are responses to the landscape-related items.

**PUD – LANDSCAPE PLAN**

- a. Significant portions of the proposed plantings are straight line, which is not in compliance with 4.III.F.

**RESPONSE:** The landscaping plan varies plantings within the landscape islands and the perimeter landscaping to the south. The landscaping along 144<sup>th</sup> Street provides screening for the garage doors and is consistent with the current planting arrangement.

- b. No information provided to indicate irrigation IAW 4.III.F.

**RESPONSE:** All landscaped areas will receive irrigation. The irrigation limits are noted on the included Enterprise Landscape Plan.

The following documents are included with this submittal:

1. Revised PUD site plan (2 copies)
2. PUD utility plan (2 copies)
3. PUD grading plan (2 copies)
4. Enterprise landscape plan (2 copies)

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:            Paul Cech  
                          Bruce Fountain  
                          Cale Brodersen  
                          Pat Dowse  
                          Garrett Delgado

ORDINANCE NO. \_\_\_\_\_

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

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

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

LEGAL DESCRIPTION

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

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

Section 3. Definitions

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

A. "Automotive Rental" shall mean the rental of automobiles, noncommercial trucks, and motorcycles, including incidental maintenance and servicing.

A.B. "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.C. "Developer" shall mean LB Southwest, LLC, their successors and assigns.

C.D. "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.E. "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.F. "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.G. "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.H. "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.I. "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. Allowed Uses

Unless otherwise provided in this Ordinance, all Permitted and Permitted Conditional Uses allowed within the C-3 Highway Commercial/Office Park District shall be allowed within the Woodhouse Place PUD area, except as modified below:

A. The following uses shall be allowed outright:  
i. Automotive Rental

#### Section 76. 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 78. 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 Lot 2 Woodhouse Place and Lots 1 and 2 Woodhouse Place Replat One. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berthing and landscaping.

- i. The intent of the design and layout of Lot 2 Woodhouse Place and Lots 1 and 2 Woodhouse Place Replat One Lots 1 and 2, Woodhouse Place is to develop the site for motor vehicle sale and lease uses, with service and repair as an accessory use.
  - a. Building Height. Permitted building heights shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.
  - b. Building Setback. Building setbacks shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.

- c. Landscaping. Landscaping along Highway 50 (South 144<sup>th</sup> Street) and Giles Road and throughout the Subdivision shall be consistent with the PUD Site Plan map set, Exhibit "B" and the Woodhouse Place Design Guidelines, Exhibit "C". A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Woodhouse Place and its approved guidelines.
- d. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

C. Woodhouse Place Design Guidelines

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

D. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on lots in Lot 2 Woodhouse Place and Lots 1 and 2 Woodhouse Place Replat One 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 Lots 1 and 2 Woodhouse Place Replat 1 may be allowed to advertise on Monument Signs as depicted on Lot 2 Woodhouse Place of the PUD Site Plan. The overall development shall be limited to no more than four monument signs, one for each building located on Lots 1 and 2 Woodhouse Place 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 1s and 2 Woodhouse Place Replat 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 89. 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 910. 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 16<sup>TH</sup> DAY OF MAY, 2023.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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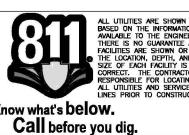
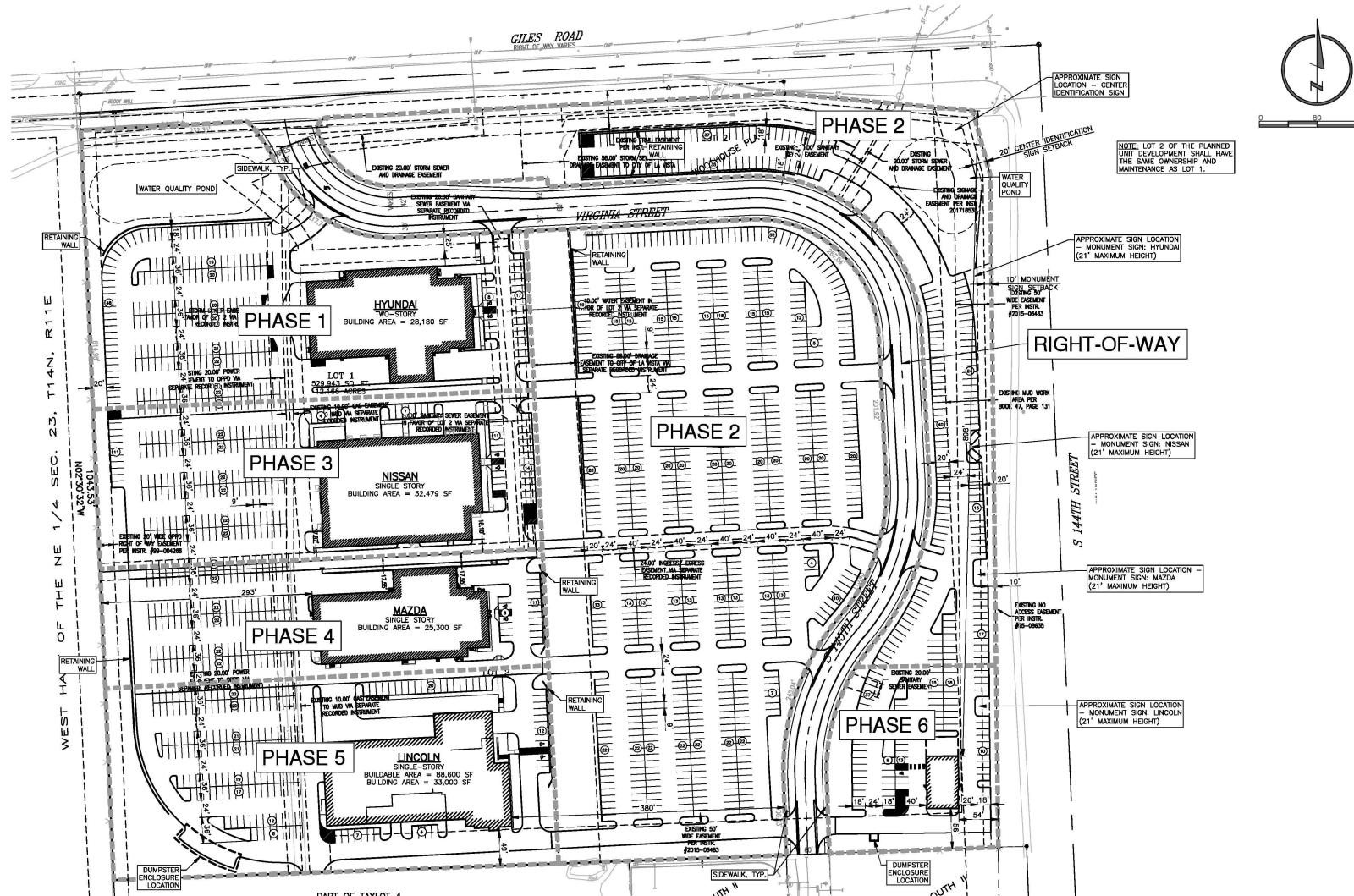
Pamela A. Buethe, CMC  
City Clerk

EXHIBIT A

| Lot 2 Woodhouse Place and Lots 1 and 2, Woodhouse Place Replat 1 located in the N ½, NE ¼, Section 23, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska.

**EXHIBIT B**

EXHIBIT C



DRAWN BY	
BLK	
CHECKED BY	
TRM	
REV	
JOB NUMBER/DATE	14710 WOODHOUSE PLACE - 10/23
BOOK AND PAGE	00160001-1003
REVISIONS	

**LAMP RYNEARSON & ASSOCIATES**  
WOODHOUSE PLACE  
SARPY COUNTY, NEBRASKA

**PLANNED UNIT DEVELOPMENT SITE PLAN**

**PRELIMINARY**  
NOT RELEASED FOR CONSTRUCTION  
SHEET 1 OF 1

<b>LEGAL DESCRIPTION:</b>	LOT 1, WOODHOUSE PLACE REPLAT 1 LOT 2, WOODHOUSE PLACE PLATINUM UNIT DEVELOPMENT 144TH STREET AND GILES ROAD WOODHOUSE AUTO FAMILY - PAUL CECCH 402-860-2317 AUTO SALES AND SERVICE		
<b>ADDRESS</b>	144TH STREET AND GILES ROAD WOODHOUSE AUTO FAMILY - PAUL CECCH 402-860-2317 AUTO SALES AND SERVICE		
<b>APPLICANT</b>			
<b>PHONE NUMBER</b>			
<b>USE TYPE:</b>	C-3 W/ GATEWAY CORRIDOR DISTRICT OVERLAY (SEE SECTION 5.12)		
<b>ZONING:</b>	[ ] PERMITTED USE [X] CONDITIONAL USE [ ] SPECIAL USE		
<b>SITE REGULATORS (SEE SECTION 5.12.06):</b>			
<b>PROPOSED (REPLAT 1)</b>	<b>ALLOWED</b>	<b>PROPOSED (LOT 2)</b>	<b>PROPOSED (LOT 2)</b>
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	3,250 SF
D. FAR (C/A)	NO REQUIREMENT	0.31	0.01
E. SETBACK			
FRONT YARD	25 FEET	25 FEET	898 FEET
STREET SIDE YARD	15 FEET	380 FEET	54 FEET
INTERIOR SIDE YARD	15 FEET	293 FEET	N/A
REAR YARD	15 FEET	49 FEET	56 FEET
F. HEIGHT	90 FEET MAXIMUM	90 FEET MAX	90 FEET MAX
G. BUILDING COVER (%)	60% MAXIMUM	31%	1%
H. IMPERVIOUS COVER (%)	NO REQUIREMENT	80%	50%
I. PARKING REQUIREMENTS (SEE SECTION 7.06)	1 STALL/500 SF FLOOR AREA = 228	1,492 STALLS	268 STALLS
J. ACCESSIBLE PARKING (SEE SECTION 7.08)	7 STALLS	8 STALLS	1 STALL
<b>PARKING LANDSCAPE REQUIREMENTS (SEE SECTION 7.17.03):</b>			
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

<b>LEGEND</b>	
— PROPERTY LINE	100' PROPOSED CONTOUR
— SANITARY SEWER	— EXISTING CONTOUR
— STORM SEWER	— PC CURB AND GUTTER
— FIBER OPTIC	— RETAINING WALL
— GAS	— PC CONCRETE SIDEWALK
— WATER	— PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
— UGP	— BUILDING
— OGP	— MANHOLE
— OVERHEAD POWER	— CURB INLET
— T	— CRATE INLET
— 15	— HOODED GRATE INLET
— CI	— HYDRANT
— CABLE TELEVISION	— WATER HYDRANT
— M	— GAS MANHOLE
— L	— LIGHT POLE
— DASHED LINE	— BUILDABLE AREA

LAMP RYNEARSON - ENGINEERS

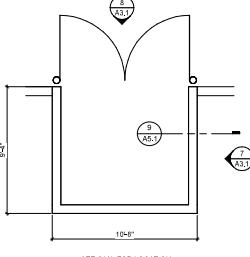
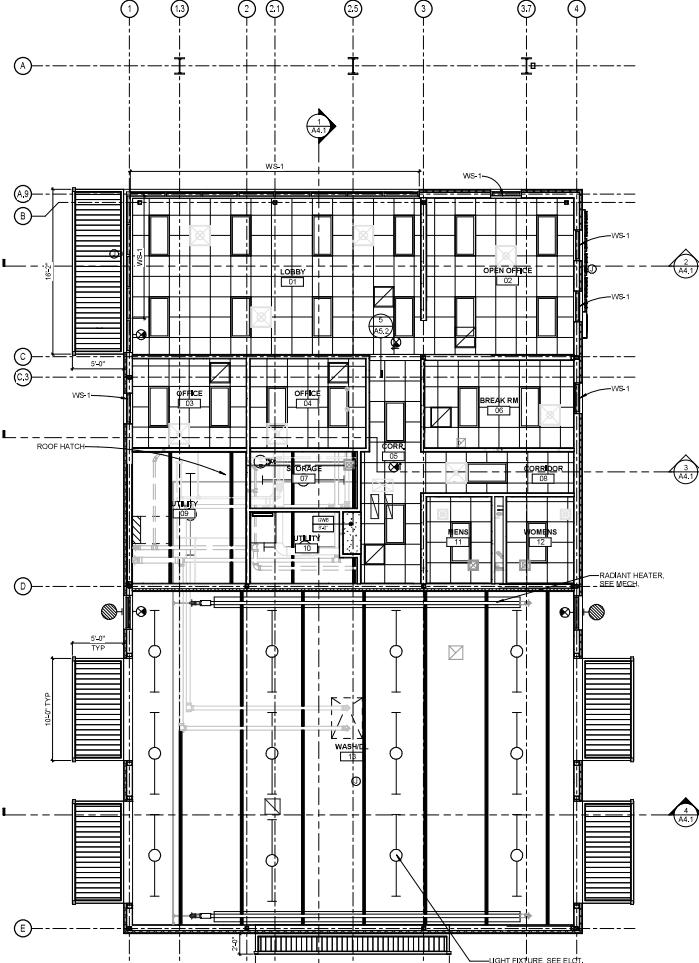
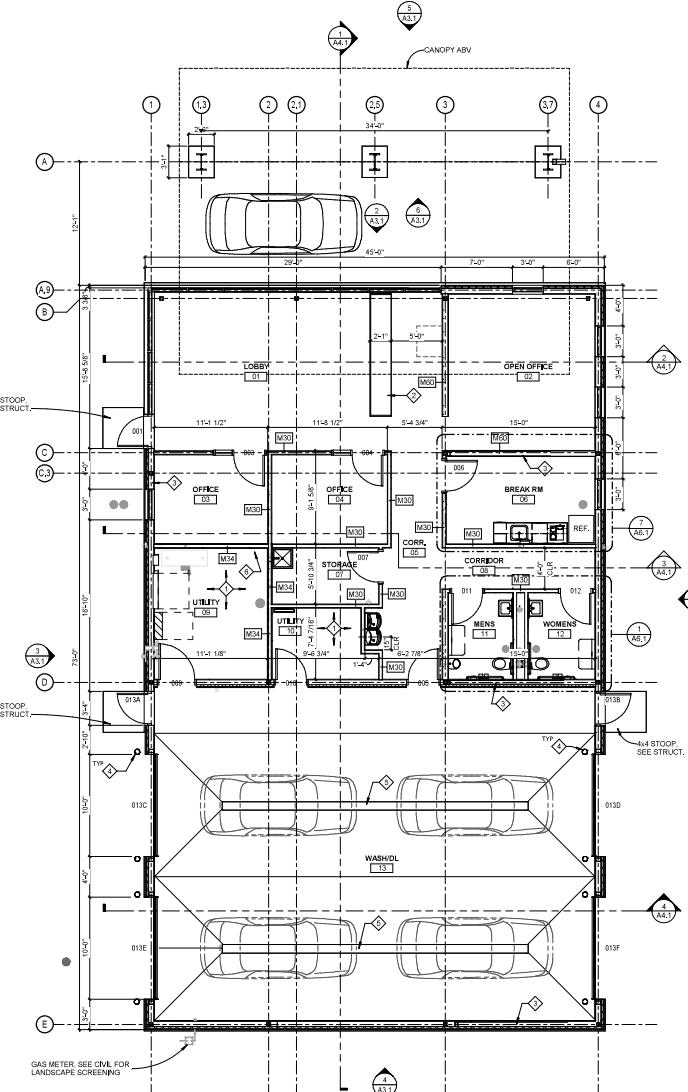
NOT RELEASED FOR CONSTRUCTION

SHEET 1 OF 1

ROOM NO.	ROOM NAME	FLOOR	BASE	CEILING MAT		WALL MATERIAL	N	S	E	W	REMARKS
				W	E						
01	LOBBY	T-1	AC-1	-	R-1	W-1	NOTE 1				1: VINYL WALL GRAPHIC BY TENANT,
02	OPEN OFFICE	CPT-1	RB-1	AC-1	R-1	W-1	R-1				
03	OFFICE	CPT-1	RB-1	AC-1	R-1	W-1	R-1				
04	OFFICE	CPT-1	RB-1	AC-1	R-1	W-1	R-1				
05	OFFICE	T-1	AC-1	-	R-1	W-1	R-1				
06	BREAK RM	VCT-1	RB-1	AC-1	FRR-1/R-2	FRR-1/R-2	FRR-1/R-2	FRR-1/R-2	PROVIDE FRP UP TO 42" AFF. PAINT ABOVE		
07	STORAGE	ST	RB-1	AC-1	F-1/R-1/P	R-1	F-1	F-1/R-1/P	PROVIDE VERTICAL 4X8 FRP SHEET AT MCP SINK		
08	CORRIDOR	T-1	T-1	AC-1	-	R-1	R-1	R-1	R-1		CORNER
09	UTILITY	SC	RB-1	EXP	PVC	PVC	PVC	PVC	PVC		
10	RESTROOM	T-1	AC-1	-	R-1	W-1	R-1				
11	MEN'S	T-2	T-2	AC-1	T-3/R-1	T-3/R-1	T-3/R-1	T-3/R-1	T-3/R-1		
12	WOMEN'S	T-2	T-2	AC-1	T-3/R-1	T-3/R-1	T-3/R-1	T-3/R-1	T-3/R-1		
13	WASHRDL	SC	-	EXP	PVC	PVC	PVC	PVC	PVC		

**RCP FINISHES NOTES**

1. CEILING HEIGHT = 8'-0" AFF. UNLESS NOTED OTHERWISE.
2. EXPOSED STRUCTURE TO BE PAINTED P-A.
3. ALL CEILING LIGHTS AND FAKERS SHALL BE CENTERED IN EACH ROOM UNLESS NOTED OTHERWISE.
4. ALL CEILING DEVICES AND FIXTURES SHALL BE CENTERED IN THE CEILING TILE UNLESS NOTED OTHERWISE.
5. IN AREAS WITH AN EXPOSED CEILING, COORDINATE WITH ALL EQUIPMENT, DEVICES, AND FIXTURES TO CLEAR AND ORDERLY APPEARANCE.
6. REFER TO ROOM FINISH SCHEDULE FOR CEILING TYPES.
7. WS-1: ROLLER WINDOW SHADE, SEE SPECS.

**3 PLAN - DUMPSTER ENCLOSURE****2 FIRST FLOOR REFLECTED CEILING PLAN****1 FIRST FLOOR PLAN****FLOOR PLAN GENERAL NOTES**

1. ALL DIMENSIONS ARE TO EXTERIOR FACE OF METAL PANEL.
2. INTERIOR FACE OF GYPSUM WALL BOARD.
3. TOP FLOOR NUMBER INDICATES ROOF PLANE.
4. OPENINGS: NOMINAL OPENING WIDTH.
5. COORDINATE W/ OWNER'S CARWASH VENDOR.

FLOOR PLAN NOTES	
#	NOTE
1	REPLACE (1) LAYER OSB W/(1) LAYER 1/2" OSB
2	CASEWORK BY OWNER
3	DRIVEWAY SEE CIVIL FOR STRUCT.
4	8" GALVANIZED PIPE BOLLARD, FILL WITH CONCRETE AND CAP.
5	SEE CONC. SLAB TO GRAIN
6	ROOF HATCH & LADDER

STRUCTURAL ENGINEER  
LANDS STRUCTURAL GROUP  
1012 S 40TH ST, STE 302  
OMAHA, NE 68102  
V-402 345 7201  
landsengineering.com

MFG PLUMBER  
MCGRAWSON ENGINEERING  
4840 N 118TH ST  
OMAHA, NE 68154  
V-402 499 2488  
mecgawson.com

DR. BRIKNER  
LAMP & RYKARSON  
147 10 W DODGE RD #100  
OMAHA, NE 68154  
V-402 499 2488  
mecgawson.com

**REVISIONS SCHEDULE**

MARK DATE DESCRIPTION

WOODHOUSE PLACE -  
ENTERPRISE

PROJECT: 2041 DATE: 5/07/2023  
BVH ARCHITECTURE

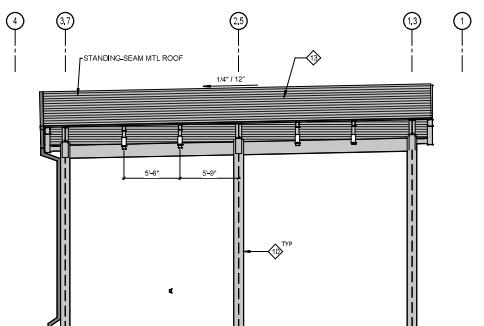
DRAFT

FIRST FLOOR PLAN,  
REFLECTED CEILING  
PLAN, & ROOM FINISH  
SCHEDULE

NORTH  
A1.1

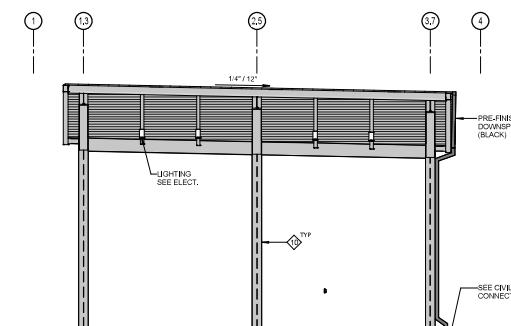
## ELEVATION NOTES

①	DESCRIPTION	MFR	PRODUCT	COLOR	SIZE	COMMENTS
1	METAL WALL PANEL	PAO-CLAD	FLUSH WALL PANELS	MATTE BLACK	12"	22 GAUGE STEEL CENTRIA IV SERIES NOT APPROVED ALTERNATE MANUFACTURER
2	METAL WALL PANEL	PAO-CLAD	BOX RIB WALL PANELS	GRAY	12"	HORIZONTAL
3	ALUMINUM STOREFRONT	TUBELITE	T1400 STOREFRONT	BLACK, CLASSI ANODIZED	4.5" DEPTH 2' SIGHTLINE	THERMALLY BROKEN
4	PRE-ENGINEERED METAL CANOPY	MAPES	SUPER LUMIDECK CANTILEVER	BLACK	40' DEPTH, SEE PLAN FOR LENGTHS, 2'-0" DEPTH 10'	FOR DEPTH, SEE PLAN FOR LENGTHS, 2'-0" DEPTH 10'
5	OVERHEAD DOOR	OVERHEAD DOOR CO.	MODEL S21 ALUM. DOOR	BLACK POWDER COAT	AS SCHEDULED	INSULATED GLASS WITH SOLID BOTTOM PANELS (BLACK)
6	CONC. STEM/WALL	BY G.C.	-	-	-	FORMED IN
7	HEET MTL CAP FLASHING	PAO-CLAD	-	BLACK	-	PRE-FINISHED
8	GLAZING	VITRO	SOLARIAN 80 (2) SOLARGRAY + CLEAR	SOLARGRAY	1" INSULATED	BLACK SPACERS
9	RTU SCREEN	CITY SCAPES	ENVISOR	SILVER SATIN	-	DIRECT-ATTACHED RTU SCREEN
10	PAINT	TNEMEC	TOPCOAT: FLUONSERIES 102	BLACK	-	ADVANCED THERMOSET SOLUTION FLUORPOLYMER
11	STEEL PIPE BOLLARD	BY G.C.	-	PAINT BLACK (TNEMEC)	6' PIPE, GALVANIZED	-
12	GROUND-FACE CMU	ECHELON	CORDOVA STONE	MIDNIGHT	8'X8'x16"	GROUT: PRISM PH10 SLATE GREY, WITH SLOPED COPING UNIT (CS)
13	STANDING SEAM METAL ROOF	HOLCIUM ELEVATE	UNA-CLAD UC-2	BLACK	-	24 GA



5 CANOPY ELEVATION - NORTH

3/16" = 1'-0"



6 CANOPY ELEVATION - SOUTH

3/16" = 1'-0"

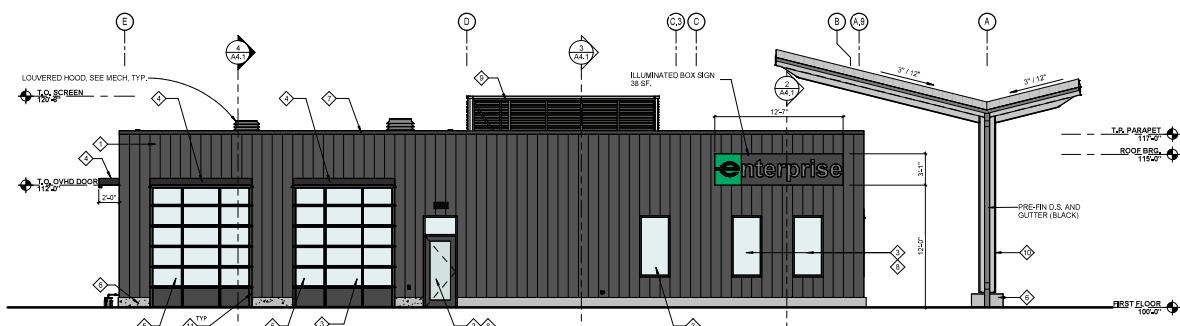


8 TRASH ENCL. - NORTH

3/16" = 1'-0"

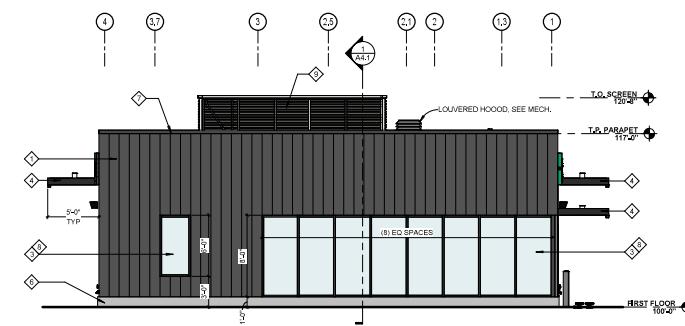
7 TYP. TRASH ENCLOSURE ELEVATION

3/16" = 1'-0"



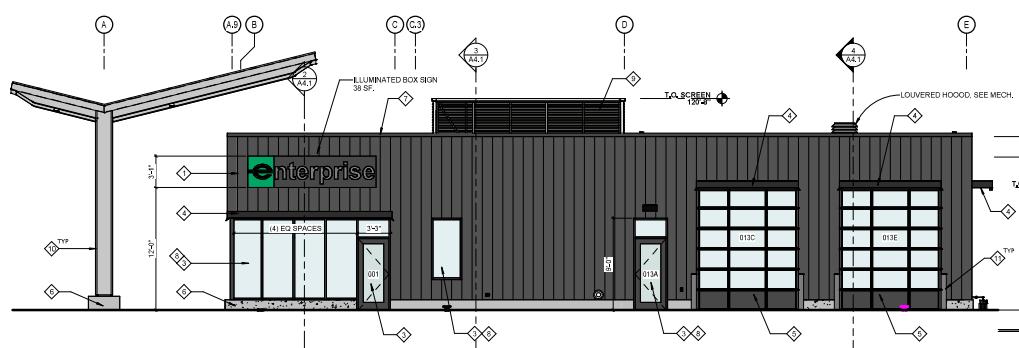
1 EAST ELEVATION

3/16" = 1'-0"



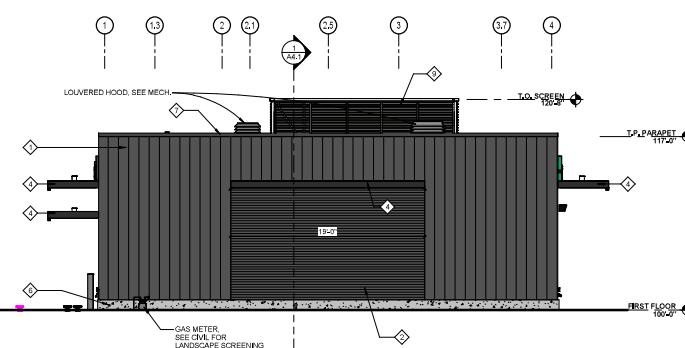
2 NORTH ELEVATION

3/16" = 1'-0"



3 WEST ELEVATION

3/16" = 1'-0"



4 SOUTH ELEVATION

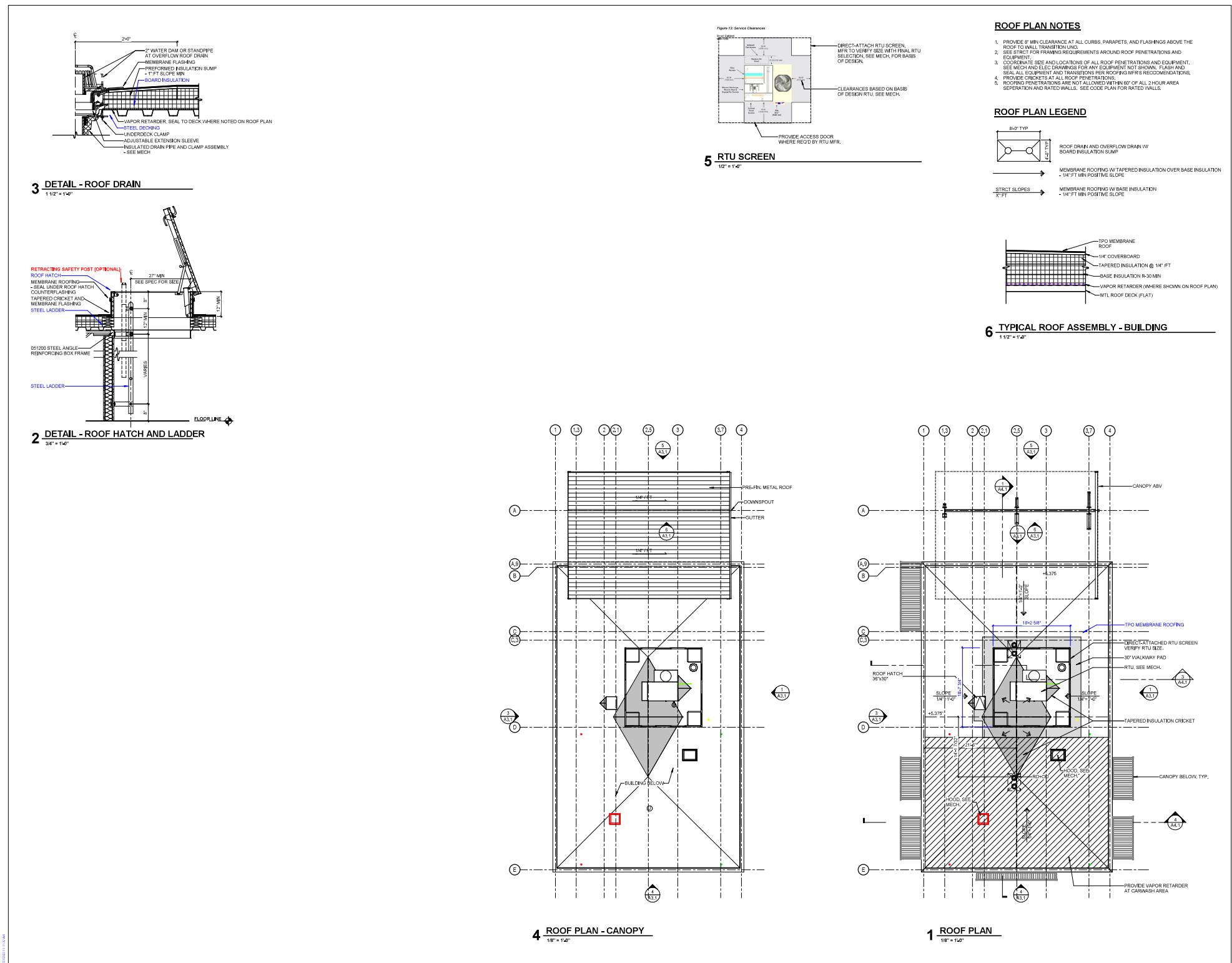
3/16" = 1'-0"

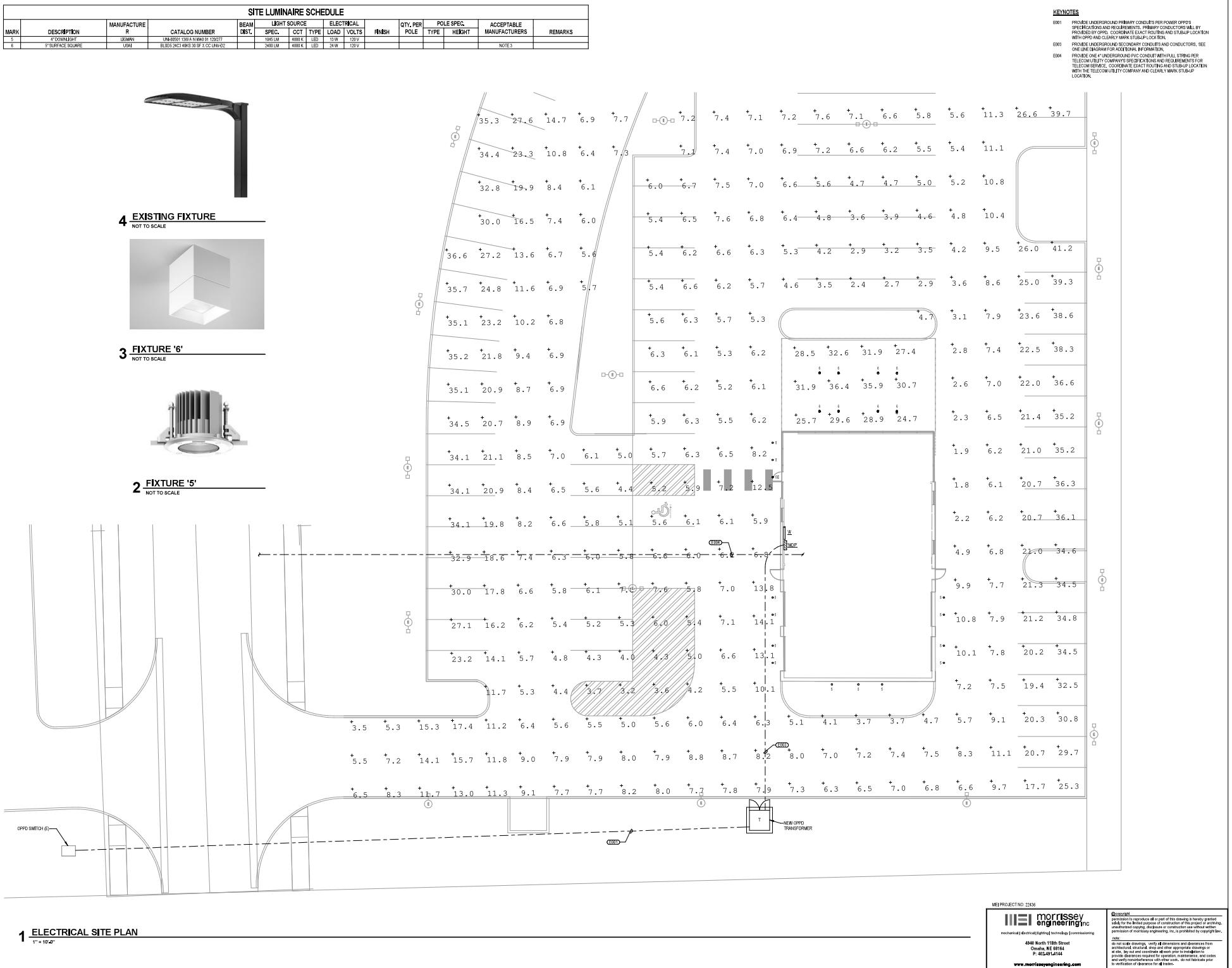
REVISIONS SCHEDULE	MARK	DATE	DESCRIPTION

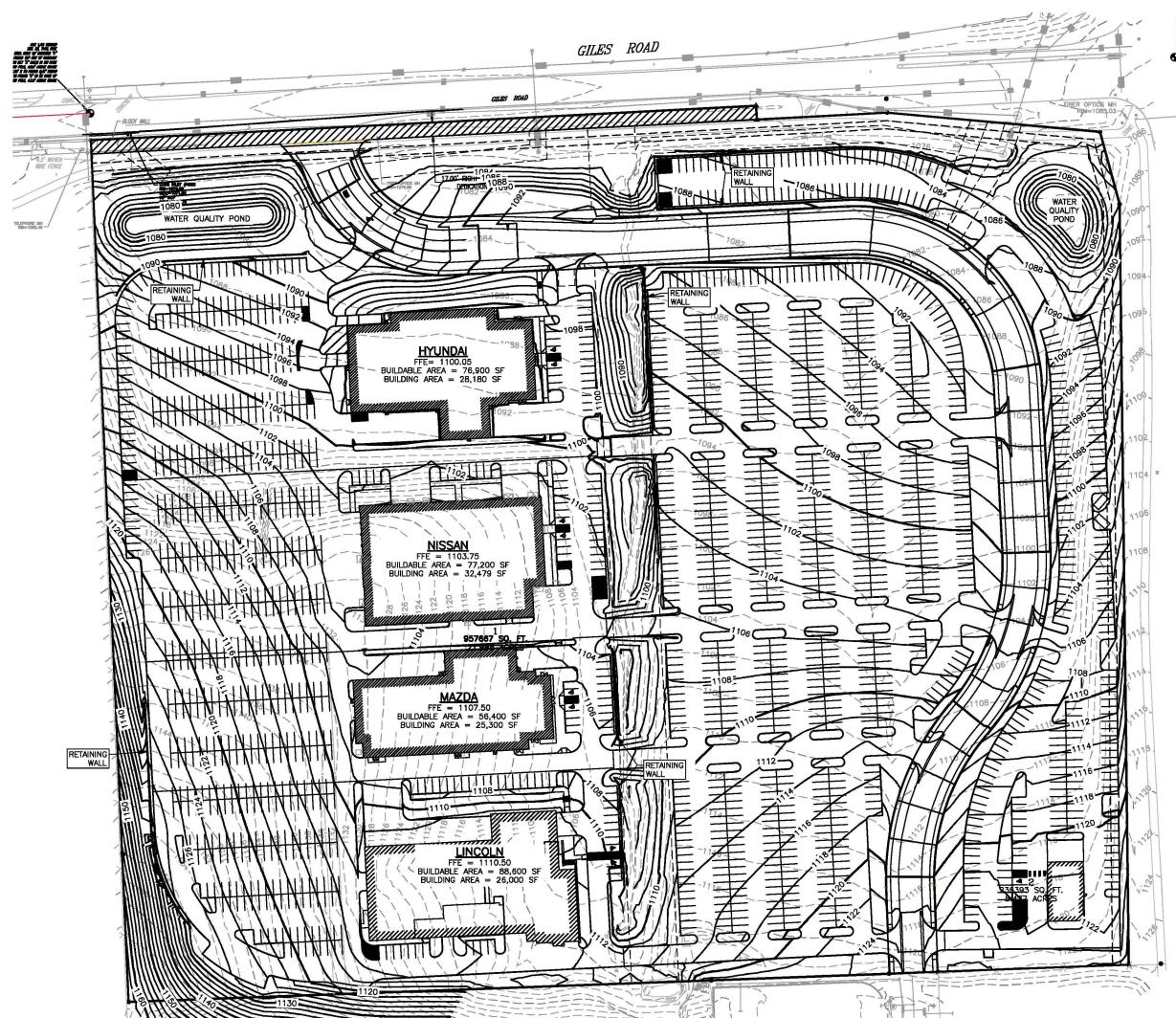
WOODHOUSE PLACE -  
ENTERPRISEPROJECT: 2041 DATE: 5/07/2023  
801 JONES STREET, OMAHA, NE 68102

DRAFT

BUILDING  
ELEVATIONS







S 144TH STREET

**LAMP RYNEARSON & ASSOCIATES**  
  
**WOODHOUSE PLACE**  
**SARPY COUNTY, NEBRASKA**

**PLANNED UNIT DEVELOPMENT**  
**GRADING PLAN**

1000 JOURNAL OF CLIMATE

PRELIMINARY

1000 JOURNAL OF CLIMATE

10

1 OF 1



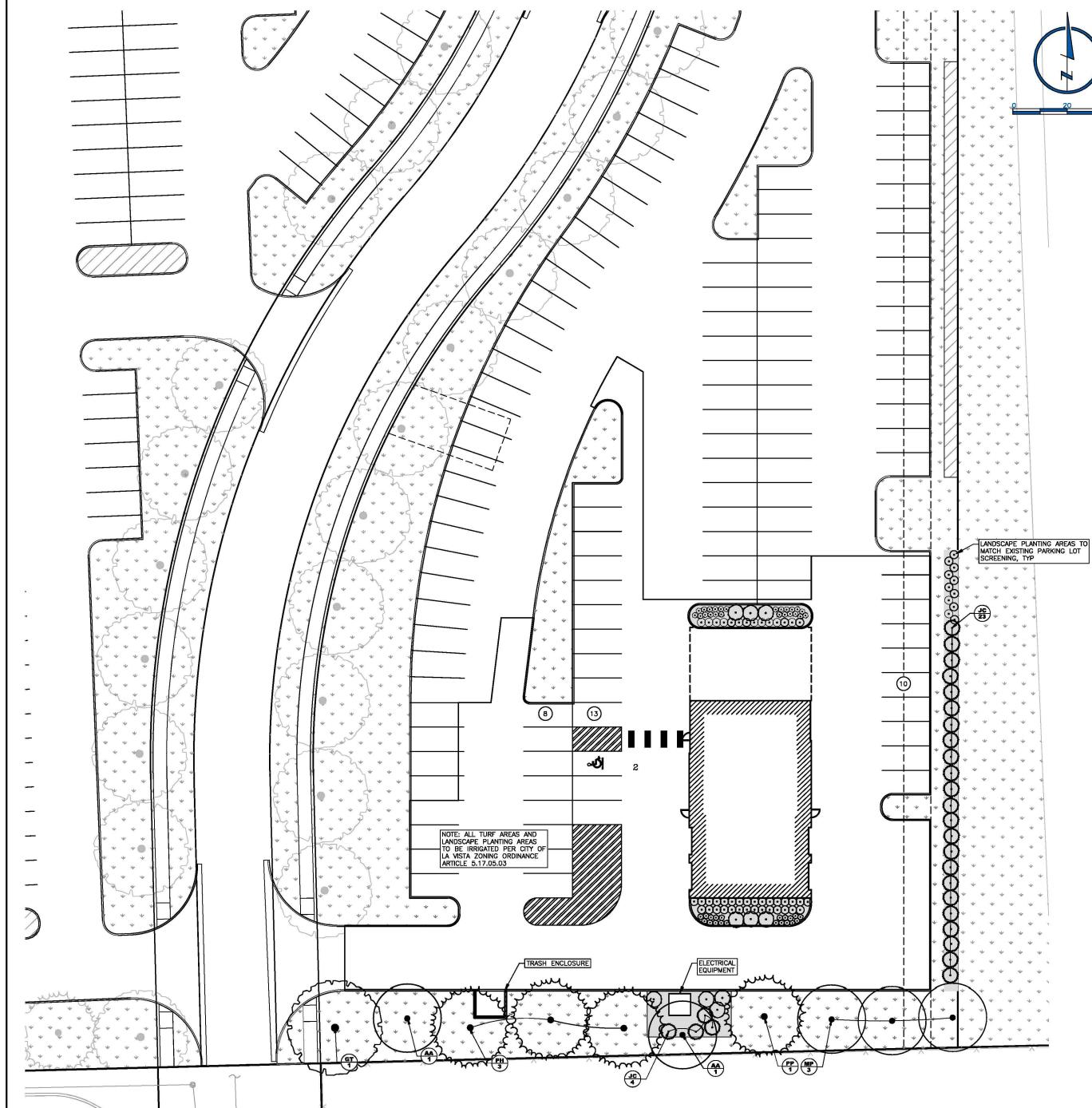
## LEGEND

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

1 OF 1



ALL OTHER  
LINES PR



TREE LEGEND						
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
<b>DECIDUOUS TREES</b>						
	CO	Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2.5" Cal.	50-75	50
	AR	Acer rubrum 'Magnificent Mengton'	Burgundy Belle Red Maple	2.5" Cal.	45	45
	GT	Gleditsia triacanthos var. inermis 'Helika'	Halka Honeylocust	2.5" Cal.	40	40
	QB	Quercus bicolor	Swamp White Oak	2.5" Cal.	50-60	40-50
	QM	Quercus muehlenbergii	Chinkapin Oak	2.5" Cal.	40-50	50
	GD	Gymnocladus dioicus 'Espresso'	Kentucky Coffeetree 'Espresso'	2.5" Cal.	50-60	40-50
	TC	Tilia cordata 'Greenspire'	Greenspire Linden	2.5" Cal.	40-50	30-35
	AA	Amelanchier arborea	Downy Serviceberry, clump-form	2.5" Cal.	15-25	15-25
	MP	Malus 'Prairiefire'	Prairiefire Crabapple	2.5" Cal.	15-20	15-20
	MA	Malus 'Adams'	Adams Crabapple	2.5" Cal.	25	20
	MS	Malus 'Snowdrift'	Snowdrift Crabapple	2.5" Cal.	15-20	20-25
<b>CONIFEROUS TREES</b>						
	PP	Picea pungens	Colorado Spruce	6'-7' Ht.	60	10-20
	PH	Pinus heldreichii	Bosnian Pine	6'-7' Ht.	50-70	20-40
	PG	Picea glauca	Black Hills Spruce	6'-7' Ht.	35-45	25-30
	JC	Juniper Chinensis 'Spartan'	Spartan Juniper	6'-7' Ht.	15	5
<b>SHRUB, GROUNDCOVER, PERENNIAL, AND ORNAMENTAL GRASS LEGEND</b>						
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	JC	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 Gal.	4-6	4-6
	JS	Juniperus sabina 'Buffalo'	Buffalo Juniper	5 Gal.	1-1.5	3-5
	SC	Symphoricarpos x chenault 'Hancock'	Hancock Coralberry	5 Gal.	1.5-2	6-8
	SB	Spiraea betulifolia 'Tor'	Tor Birchleaf Spirea	5 Gal.	3-4	3-4
	CS	Cornus stolonifera 'Farrow'	Arctic Fire Dogwood	5 Gal.	3-4	3-4
	VD	Viburnum dentatum 'Christom'	Blue Muffin Viburnum	5 Gal.	5-7	4-6
	RA	Rhus aromatica 'Gro Low'	Gro Low Sumac	5 Gal.	2.5-3	6-8
	CA	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 Gal.	2	3
	HL	Hemerocallis 'Little Business'	Little Business Daylily	1 Gal.	1.5	1-2
	HH	Hemerocallis 'Happy Returns'	Happy Returns Daylily	1 Gal.	1.5	1-2
	SN	Salvia nemorosa 'Mainacht'	May Night Salvia	1 Gal.	1.5	1.5-2
<b>SEEDING LEGEND</b>						
	Turf-type fescue					
	Native grasses and forbs					

**LANDSCAPE REQUIREMENTS:****STREET FRONTRAGE (7.17.03.02)**

## LOT 1:

STREET FRONTRAGE: 1,806 LF  
 LANDSCAPE AREA REQUIRED (STREET FRONTRAGE X 15'): 27,090 SF  
 LANDSCAPE AREA PROVIDED: 31,260 SF  
 TREES REQUIRED (1 TREE/40 LF FRONTRAGE): 45 TREES  
 TREES PROVIDED: 45

## LOT 2:

STREET FRONTRAGE: 1,806 LF  
 LANDSCAPE AREA REQUIRED (STREET FRONTRAGE X 15'): 27,090 SF  
 LANDSCAPE AREA PROVIDED: 28,266 SF  
 TREES REQUIRED (1 TREE/40 LF FRONTRAGE): 45 TREES  
 TREES PROVIDED: 45

**PERIMETER LANDSCAPING (7.17.03.02)**

## LOT 1:

STREET FRONTRAGE: 283 LF  
 TREES REQUIRED (1 TREE/40 LF FRONTAGE): 7 TREES  
 TREES PROVIDED: 7

## LOT 2:

STREET FRONTRAGE: 2,155 LF  
 TREES REQUIRED (1 TREE/40 LF FRONTAGE): 54 TREES  
 TREES PROVIDED: 54

**PARKING AREA INTERIOR LANDSCAPING (7.17.03.06)**

## LOT 1:

PARKING STALLS: 1,468 STALLS  
 INTERIOR LANDSCAPING REQUIRED (10 SF/PARKING STALL): 14,680 SF  
 INTERIOR LANDSCAPING PROVIDED: 14,284 SF

## LOT 2:

PARKING STALLS: 269 STALLS  
 INTERIOR LANDSCAPING REQUIRED (10 SF/PARKING STALL): 2,690 SF  
 INTERIOR LANDSCAPING PROVIDED: 9,131 SF

DRAWN BY	BLK
DESIGNED BY	REV
TYPE	402-496-2498
JOB NUMBER	402-496-2476
BOOK AND PAGE	00160001-003

**LAMP RYNEARSON & ASSOCIATES**  
**WOODHOUSE PLACE**  
**SARPY COUNTY, NEBRASKA**

**ENTERPRISE**  
**LANDSCAPE PLAN**

LAMP RYNEARSON - ENGINEERS

**PRELIMINARY**

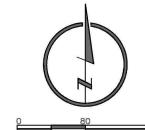
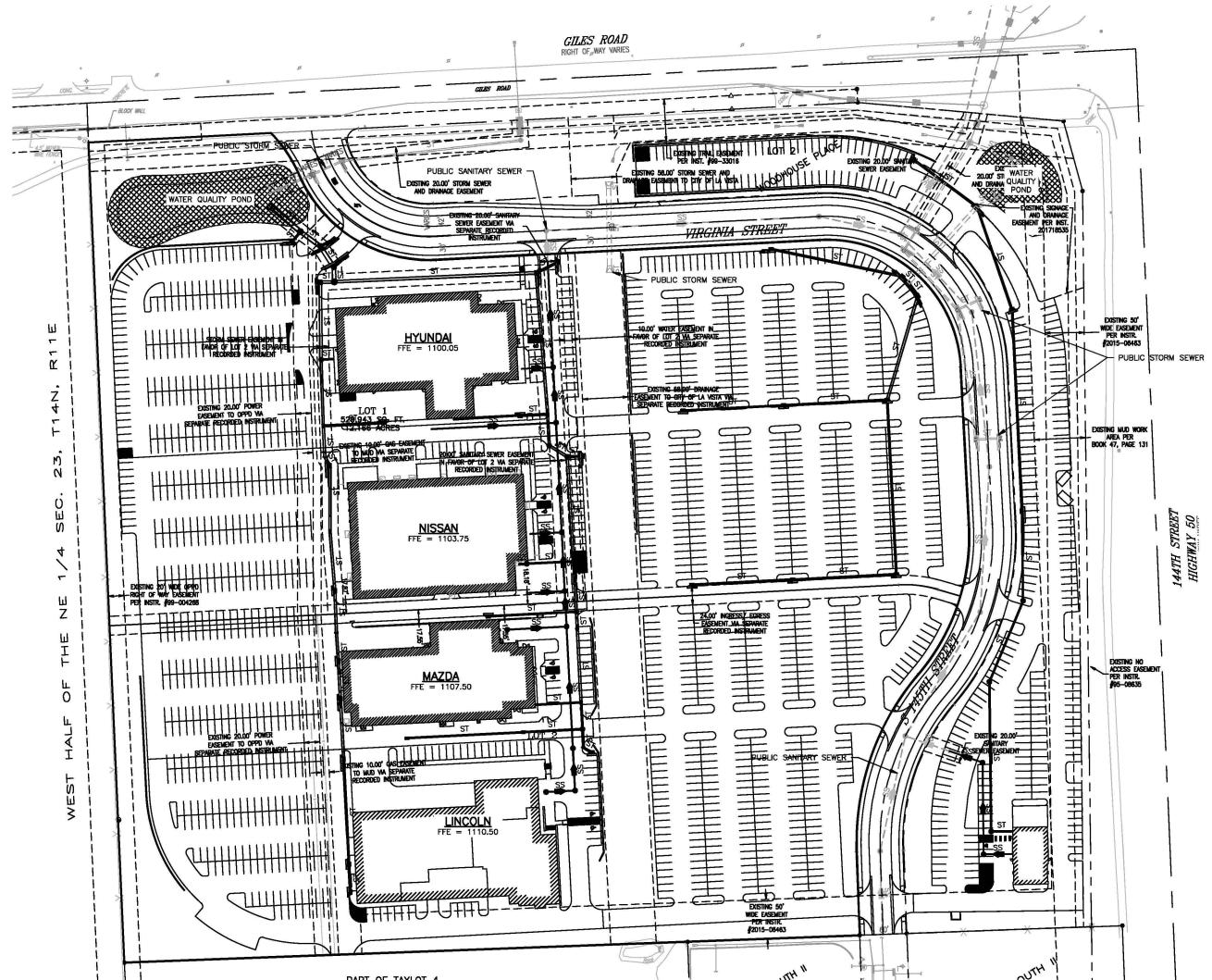
NOT RELEASED FOR CONSTRUCTION

**SHEET**

1 OF 1



WEST HALF OF THE NE 1/4 SEC. 23, T14N, R11E



LEGEND	
PROPERTY LINE	PROPOSED CONTOUR
—SS— SANITARY SEWER	EXISTING CONTOUR
—ST— STORM SEWER	PC CURB AND GUTTER
—FD— FIBER OPTIC	RETAINING WALL
—G— GAS	PC CONCRETE SIDEWALK
—W— WATER	PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
—UP— UNDERGROUND POWER	BUILDING
—OP— OVERHEAD POWER	15 PARKING STALL COUNT
—T— TELEPHONE	BUILDABLE AREA
—CT— CABLE TELEVISION	PROPOSED SANITARY SEWER
○ MANHOLE	PROPOSED STORM SEWER
□ CURB INLET	PROPOSED MANHOLE
■ GRADE INLET	PROPOSED F.E.S.
△ HOODED GRADE INLET	PROPOSED CURB INLET (BY OTHERS)
◆ HYDRANT	PROPOSED WATER QUALITY POND
◆ WATER HYDRANT	
◆ GAS MANHOLE	
◆ LIGHT POLE	

PLANNED UNIT DEVELOPMENT  
UTILITY PLAN

LAMP RYNEARSON & ASSOCIATES  
WOODHOUSE PLACE  
SARPY COUNTY, NEBRASKA

DRAWN BY: BLK  
CHECKED BY: RV  
FOR: 1338-2023  
JOB NUMBER: TA010  
BOOK AND PAGE: 001600/01-003

REVISIONS: P  
14710 West Dodge Road, Suite 100 402-496-2498  
Omaha, Nebraska 68154-2027 402-496-2730 F  
www.LRA-Inc.com

PRELIMINARY  
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SHEET 1 OF 1

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 16, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ZONING MAP AMENDMENT – LOTS 1-3 MAYFAIR 2 <sup>ND</sup> ADDITION REPLAT SEVEN AND LOT 2 MAYFAIR 2 <sup>ND</sup> ADDITION REPLAT THREE	◆ RESOLUTION ◆ ORDINANCE ◆ RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

#### **SYNOPSIS**

A public hearing has been scheduled and ordinance prepared to consider applications for the rezoning of Lots 1-3 Mayfair 2<sup>nd</sup> Addition Replat Seven and Lot 2 Mayfair 2<sup>nd</sup> Addition Replat Three from C-1 Shopping Center Commercial with the Gateway Corridor Overlay District to R-3, PUD with the Gateway Corridor Overlay District for the purpose of developing a multifamily project generally located northeast of the intersection of 96<sup>th</sup> Street and Hillcrest Plaza.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

Approval subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan, Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

#### **BACKGROUND**

An application has been submitted by Hubbell Development Services for the rezoning of approximately 15.75 acres currently described as Lots 1-3 Mayfair 2nd Addition Replat Seven and Lot 2 Mayfair 2nd Addition Replat Three. The properties included in this request would be rezoned from C-1 Shopping Center Commercial with the Gateway Corridor Overlay District (GWC) to R-3 High Density Residential, Planned Unit Development (PUD), GWC to allow for the construction of a multifamily development. The applicant will be required to return after the rezoning approval to acquire approvals for the PUD Site Plan, Conditional Use Permit and replatting of the property.

A detailed staff report is attached.

The Planning Commission held a public hearing on April 20, 2023 and voted 7 to 1 in favor of recommending approval of the Zoning Map Amendment, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan, Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

**Section 1. Approval of Rezoning.** On April 20, 2023, the La Vista Planning Commission conducted a public hearing on the matter of rezoning Lots 1-3 Mayfair 2nd Addition Replat Seven and Lot 2 Mayfair 2nd Addition Replat Three, the tracts of land set forth in Section 2 of this ordinance, and reported to the City Council that it recommended approval of the zoning of said tracts be changed from "C-1" Shopping Center Commercial and Gateway Corridor District (Overlay District) to "R-3" High Density Residential, Gateway Corridor District (Overlay District) and Planned Unit Development District (Overlay District) for Lots 1-3 Mayfair 2nd Addition Replat Seven and Lot 2 Mayfair 2nd Addition Replat Three. On May 16, 2023, the City Council held a public hearing on said proposed change in zoning and found and determined that said proposed changes in zoning are advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices, including published notice, written notice to adjacent property owners and notice posted at the properties, were duly given pursuant to Section 9.01 of the Zoning Ordinance. The City Council hereby approves said proposed changes in zoning as set forth in Section 2 of this ordinance.

**Section 2. Amendment of the Official Zoning Map.** Pursuant to Article 3 of the Zoning Ordinance, a portion of Lots 1-3 Mayfair 2nd Addition Replat Seven and Lot 2 Mayfair 2nd Addition Replat Three in the SE ¼ of Section 16, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, is hereby rezoned from "C-1" Shopping Center Commercial and Gateway Corridor District (Overlay District) to "R-3" High Density Residential, Gateway Corridor District (Overlay District), and PUD Planned Unit Development District (Overlay District) and the Official Zoning Map of the City of La Vista is hereby amended to reflect the changes in zoning as described above and displayed in the attached Zoning Map Exhibit, hereby incorporated into this Ordinance by reference.

The amended version of the official zoning map of the City of La Vista is hereby adopted, contingent on the approval and recording of the Final Plat and related Subdivision Agreement, and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

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

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

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

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



**CITY OF LA VISTA  
PLANNING DIVISION  
RECOMMENDATION REPORT**

CASE NUMBERS: PRZ23-0001;

FOR HEARING ON: MAY 16, 2023  
REPORT PREPARED ON: MAY 9, 2023

**I. GENERAL INFORMATION**

**A. APPLICANT(S):**

Hubbell Development Services  
Attn: Josh Vickery  
9719 Giles Road  
La Vista, NE 68128

**B. PROPERTY OWNER:**

One Mayfair Place LLC  
12408 S 36th Street  
Bellevue, NE 68005

Lazlo's La Vista Property Holdings LLC  
Attn: Eric Schafer  
729 Q Street  
Lincoln, NE 68508

**C. LOCATION:** Generally located northeast of the intersection of 99<sup>th</sup> Street and Hillcrest Plaza.

**D. LEGAL DESCRIPTION:** Lots 1-3 Mayfair 2nd Addition Replat Seven and Lot 2 Mayfair 2nd Addition Replat Three.

**E. REQUESTED ACTION(S):** Approval of an amendment to the Official Zoning Map to rezone Lots 1-3 Mayfair 2nd Addition Replat Seven and Lot 2 Mayfair 2nd Addition Replat Three from C-1 Shopping Center Commercial and Gateway Corridor Overlay District (GWC) to R-3 High-Density Residential, Planned Unit Development Overlay District (PUD), and Gateway Corridor Overlay District (GWC).

**F. EXISTING ZONING AND LAND USE:** C-1 Shopping Center Commercial and Gateway Corridor District (Overlay District). This property is currently vacant.

**G. PURPOSE OF REQUEST:** Applicant is seeking to construct a multifamily development consisting of a mixture of multi-family apartment buildings, multi-plex residential buildings, and townhome-style residential units. The site plan, unit counts, conditions of operation, and other aspects of the proposed development will be

analyzed during the review processes related to the required PUD,CUP, and Replat actions described in Section IV (A) of this report.

**H. SIZE OF SITE:** Approximately 15.75 acres.

## **II. BACKGROUND INFORMATION**

### **A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Urban Medium Intensity Residential	R-1 Single-Family Residential	Mayfair Residential Subdivision
East	Urban High Intensity Residential	R-3 High-Density Residential, PUD, and Gateway Corridor District (Overlay District).  C-1 Shopping Center Commercial and Gateway Corridor District (Overlay District).	Cedarhurst Senior Living  Primrose Childcare
South	Urban Commercial	C-1 Shopping Center Commercial and Gateway Corridor District (Overlay District).	Culver's, Kathol P.C. office building, Swimtastic Swim School, Five Points Bank
West	Urban Medium Intensity Residential	R-1 Single-Family Residential	Mayfair Residential Subdivision

### **B. RELEVANT CASE HISTORY:**

1. Mayfair 2<sup>nd</sup> Addition Replat Three was approved by City Council on September 19, 2006.
2. Mayfair 2<sup>nd</sup> Addition Replat Seven was approved by City Council on October 18, 2016.
3. On December 20, 2022 the City Council of the City of La Vista approved a Comprehensive Plan Future Land Use Map amendment in relation to the approval of the La Vista Land Use Plan and Market Study. The Future Land Use Map amendment changed the future land use designation of the

properties that are the subject of this rezoning request from Commercial to Urban High Intensity Residential.

**C. APPLICABLE REGULATIONS:**

1. Section 5.08 of the City of La Vista Zoning Ordinance – R-3 High Density Residential
2. Section 5.15 of the City of La Vista Zoning Ordinance – PUD Planned Unit Development District (Overlay District)
3. Section 5.17 of the City of La Vista Zoning Ordinance – Gateway Corridor District (Overlay District)

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the La Vista Comprehensive Plan designates this property as Urban High Intensity Residential.
2. The proposed project will meet Policy Live-2.2 of the La Vista Comprehensive Plan which reads: "Promote the development of housing types and supportive programs for people of retirement age, allowing residents to age in place with access to daily services." This policy directly promotes Goal 2 of the Live Long category of the Comprehensive Plan, which reads: "Maintain the balance of diverse, high-quality housing that appeals to people of varying backgrounds, incomes and abilities."

**B. OTHER PLANS: N/A.**

**C. TRAFFIC AND ACCESS:**

1. The proposed development would have two driveway connections, one on 99<sup>th</sup> Street and another onto Hillcrest Plaza. Another connection, through an existing easement on the Cedarhurst Senior Living development property, provides access to Brentwood Drive.
2. A traffic impact analysis will be required as part of the PUD/CUP/Replat processes to determine the need for any traffic-related infrastructure investments.

**D. UTILITIES:**

1. The property has access to all necessary utilities.

**E. PARKING REQUIREMENTS:**

1. The minimum off-street parking stall requirements for the proposed development will be analyzed during the review process related to the required PUD/CUP/Replat actions.

**IV. REVIEW COMMENTS:**

A. Beyond this Zoning Map Amendment, applications and approval of the following will need to occur for this development prior to the issuance of building permits and start of construction:

1. Planned Unit Development Site Plan;
2. Conditional Use Permit for multiple-family dwellings;
3. Replat;
4. Subdivision Agreement;
5. Building Design Review.

**V. PLANNING COMMISSION RECOMMENDATION – ZONING MAP AMENDMENT:**

The Planning Commission held a public hearing on April 20, 2023, and voted 7 for to 1 against to recommend approval of the Zoning Map Amendment, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan, Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

**VI. STAFF RECOMMENDATION – ZONING MAP AMENDMENT:**

Staff recommends approval of the Zoning Map Amendment, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan, Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

**VII. ATTACHMENTS TO REPORT:**

- A. Vicinity Map – Zoning Map Amendment
- B. Updated Zoning Map

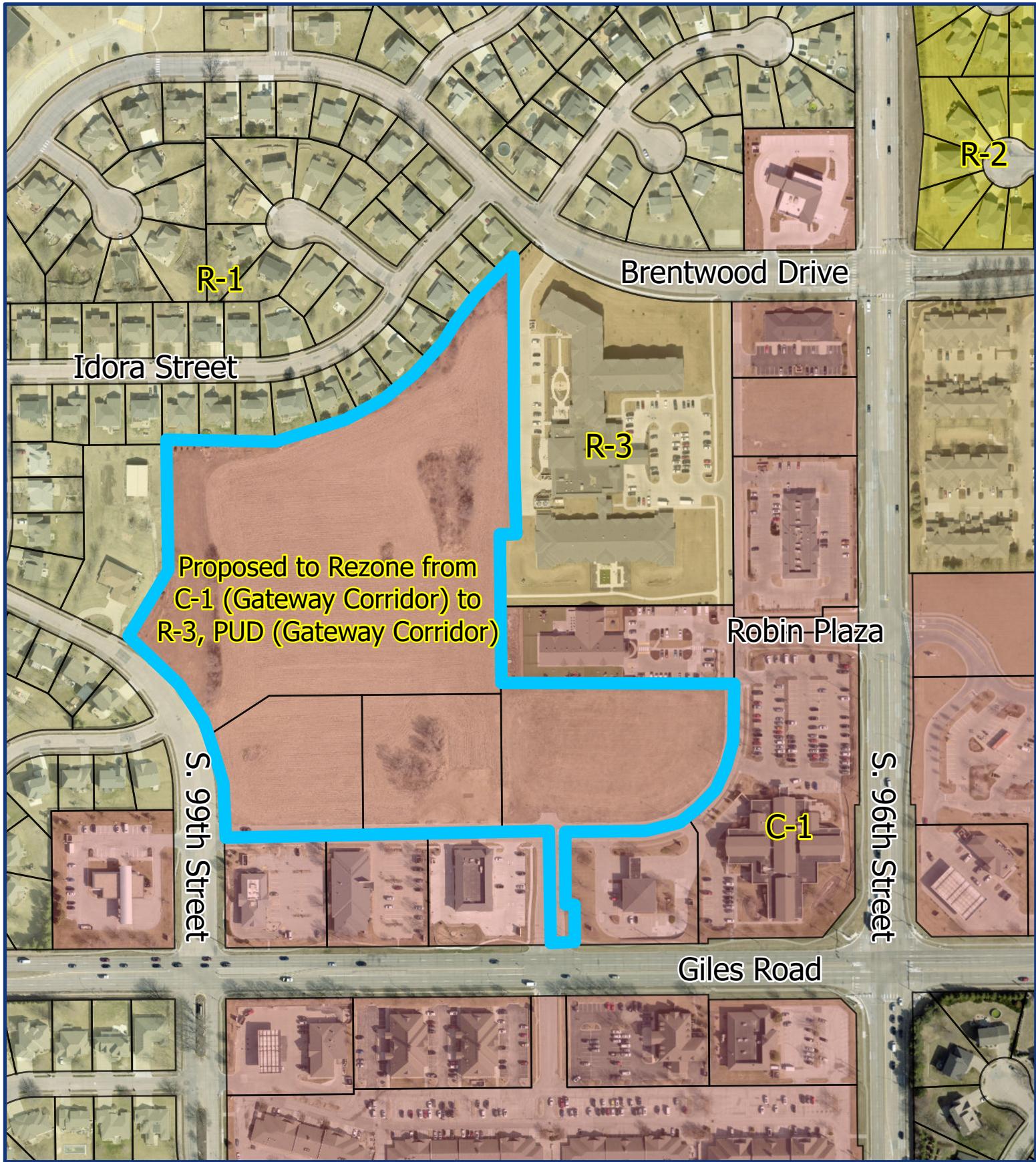
**VIII. COPIES OF THE REPORT SENT TO:**

- A. Josh Vickery, Hubbell Development Services
- B. Trevor Veskrna, Thompson, Dreessen & Dorner, Inc.
- C. Public Upon Request

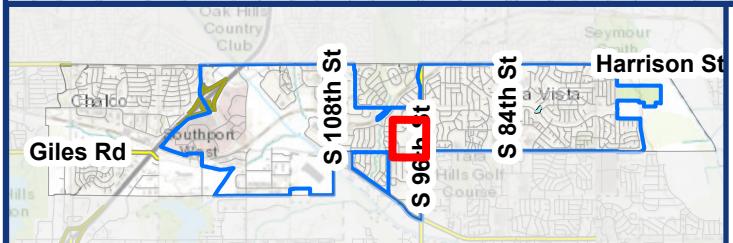
  
Prepared by: Deputy Community Development Director

  
Community Development Director

  
5/9/23  
Date



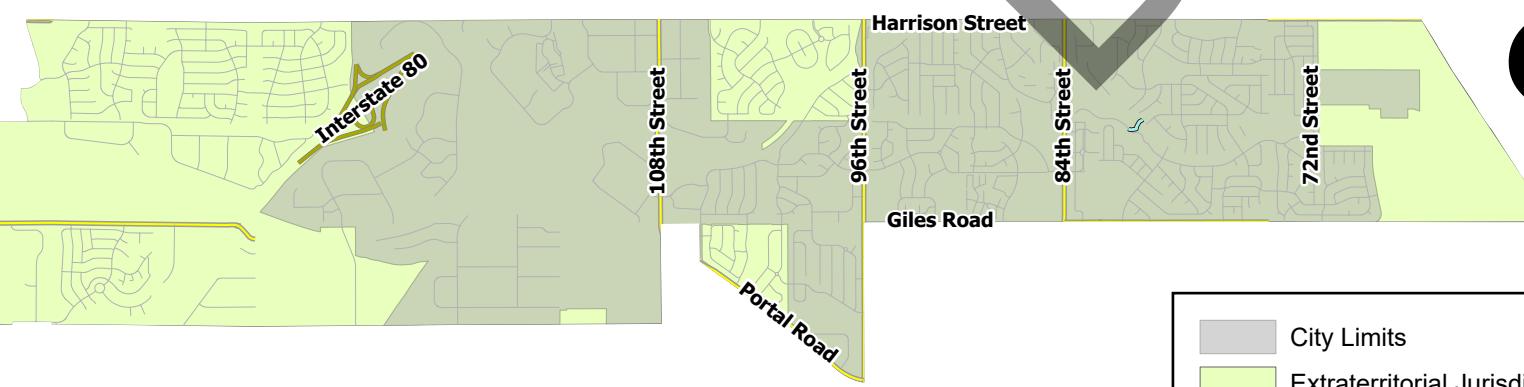
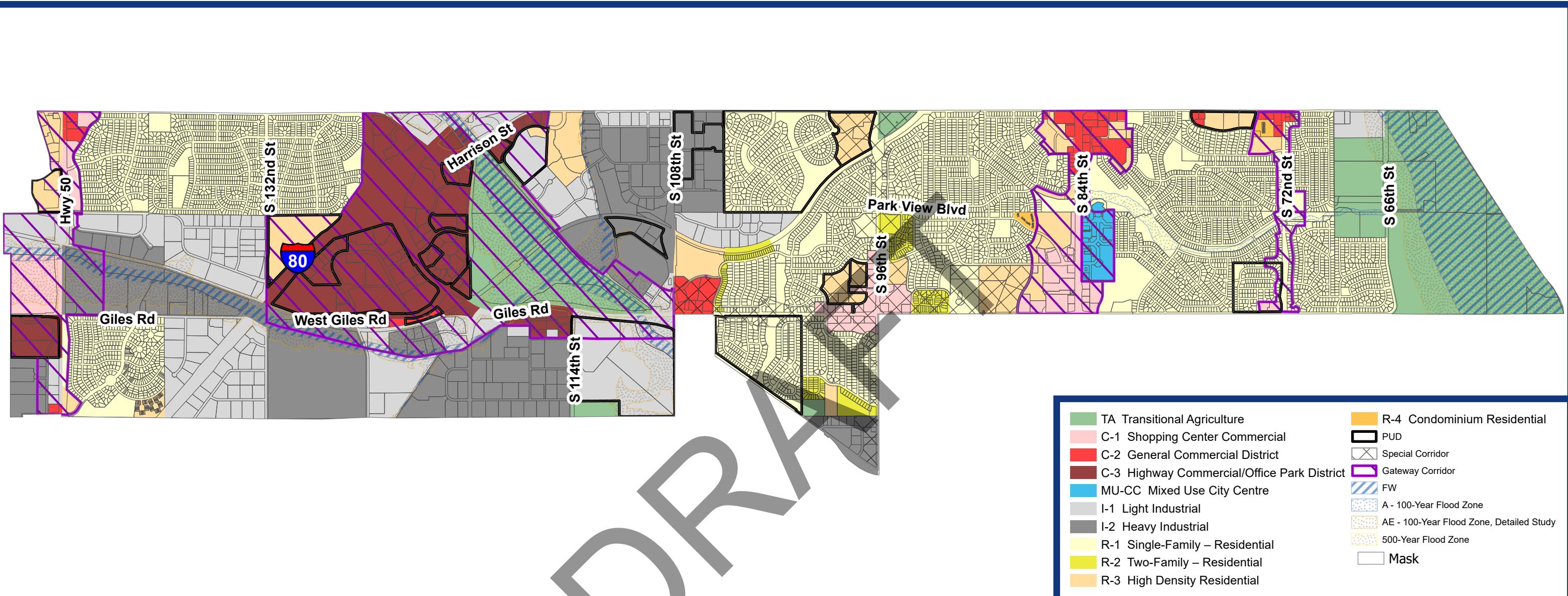
## Vicinity Map - Hubbell Zoning Map Amendment Application



### Legend

- Property Lines
- Rezoning Boundary





4/14/2023  
Drawn By: CB



**City of La Vista  
Official Zoning Map  
Adopted December 18, 2018  
Updated \_\_\_\_\_, 2023  
Ordinance Number \_\_\_\_\_**

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 16, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND SECTIONS 33.19 AND 35.50 OF THE LA VISTA MUNICIPAL CODE	RESOLUTION ◆ ORDINANCES RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

Ordinances have been prepared to amend Sections 33.19 and 35.50 of the La Vista Municipal Code.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The changes are a result of American Legal Publishing Corporation incorporating the legislative changes from the 2022 legislative session into our Municipal Code.

These changes have been reviewed by the City Attorney and City Clerk.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 33.19; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

**SECTION 1.** Municipal Code Section 33.19 is hereby amended to read as follows:

**§ 33.19 MINUTES.**

(A) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(B) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(C) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier.

('79 Code, § 1-606)

**Statutory reference:**

*Conduct of meetings, see Neb. RS 84-1411, RS 84-1412 and 84-1413*

**SECTION 2. Repeal of Conflicting Ordinances.** Section 33.19 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

**SECTION 3. 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 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 4. Effective Date.** This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk

**ORDINANCE NO.\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 35.50; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

**SECTION 1.** Municipal Code Section 35.50 is hereby amended to read as follows:

**§ 35.50 PROPERTY TAX REQUEST; PROCEDURE.**

*(A) Property tax request procedure, including increases up to allowable growth percentage.*

(1) If the annual assessment of property would result in an increase in the total property taxes levied by the city as determined using the previous year's rate of levy, the city's property tax request for the current year shall be no more than its property tax request in the prior year, and the city's rate of levy for the current year shall be decreased accordingly when such rate is set by the County Board of Equalization pursuant to Neb. RS 77-1601. The City Council shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in division (A)(3). If the City Council seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so after holding the public hearing required in division (A)(3) and by passing a resolution or ordinance that complies with division (A)(5). If the city seeks to increase its property tax request by more than the allowable growth percentage, it shall comply with the requirements of division (B) below in lieu of the requirements in divisions (A)(3) through (5).

(2) If the annual assessment of property would result in no change or a decrease in the total property taxes levied by the city as determined using the previous year's rate of levy, the city's property tax request for the current year shall be no more than its property tax request in the prior year, and the city's rate of levy for the current year shall be adjusted accordingly when such rate is set by the County Board of Equalization pursuant to Neb. RS 77-1601. The City Council shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in division (A)(3). If the City Council seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so after holding the public hearing required in division (A)(3) and by passing a resolution or ordinance that complies with division (A)(5). If the city seeks to increase its property tax request by more than the allowable growth percentage, the city shall comply with the requirements of division (B) below in lieu of the requirements in divisions (A)(3) through (5)

(3) The resolution or ordinance required under this division (A) shall only be passed after a special public hearing called for such purpose is held and after notice is published in a newspaper of general circulation in the area of the city at least four calendar days prior to the hearing. For purposes of such notice, the four calendar days shall include the day of publication but not the day of hearing.

(4) The hearing notice shall contain the following information:

(a) The certified taxable valuation under Neb. RS 13-509 for the prior year, the certified taxable valuation under Neb. RS 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year;

(b) The dollar amount of the prior years tax request and the property tax rate that was necessary to fund that tax request;

(c) The property tax rate that would be necessary to fund last years tax request if applied to the current years valuation;

(d) The proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request;

(e) The percentage increase or decrease in the property tax rate from the prior year to the current year; and

(f) The percentage increase or decrease in the total operating budget from the prior year to the current year.

(5) Any resolution or ordinance setting a city's property tax request at an amount that exceeds the city's property tax request in the prior year shall include, but not be limited to, the following information:

(a) The name of the city;

(b) The amount of the property tax request;

(c) The following statements:

1. The total assessed value of property differs from last year's total assessed value by \_\_\_\_\_ percent;

2. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$ \_\_\_\_\_ per \$100 of assessed value;

3. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$ \_\_\_\_\_ per \$100 of assessed value; and

4. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will (increase or decrease) last year's budget by \_\_\_\_\_ percent; and

(d) The record vote of the City Council in passing such resolution or ordinance.

(6) Any resolution or ordinance setting a property tax request under this division (A) shall be certified and forwarded to the County Clerk prior to October 15 of the year for which the tax request is to apply

(B) *Property tax request procedure for increases in excess of allowable growth percentage.*

(1) If the city seeks to increase its property tax request by more than the allowable growth percentage, the city may do so if:

(a) A public hearing is held and notice of such hearing is provided in compliance with division (2) below; and

(b) The City Council passes a resolution or an ordinance that complies with division (3).

(2) (a) If the city seeks to increase its property tax request by more than the allowable growth percentage, it shall participate in a joint public hearing, together with any other political subdivisions in the county seeking to increase its property tax request by more than the allowable growth percentage. The city shall designate a representative to attend the joint public hearing on behalf of the city. At such hearing, there shall be no items on the agenda other than discussion on the intent of the city (and any other political subdivisions in the county) to increase its property tax request by more than the allowable growth percentage.

(b) The joint public hearing shall be held on or after September 17 and prior to September 29 and before the city or any other participating political subdivision files its adopted budget statement pursuant to Neb. RS 13-508.

(c) The joint public hearing shall be held after 6 p.m. local time on the relevant date.

(d) The joint public hearing shall be organized by the County Clerk or his or her designee. At the joint public hearing, the representative of the city, together with the representatives of each other participating political subdivision, shall give a brief presentation on its intent to increase its property tax request by more than the allowable growth percentage and the effect of such request on the city's budget. The city's presentation shall include:

1. The name of the city;

2. The amount of the property tax request; and

3. The following statements:

A. The total assessed value of property differs from last year's total assessed value by \_\_\_\_\_ percent;

B. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$ \_\_\_\_\_ per \$100 of assessed value;

C. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$ \_\_\_\_\_ per \$100 of assessed value;

D. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will exceed last year's by \_\_\_\_\_ percent; and

E. To obtain more information regarding the increase in the property tax request, citizens may contact the City of La Vista at (telephone number and email address of City).

(e) Any member of the public shall be allowed to speak at the joint public hearing and shall be given a reasonable amount of time to do so.

(f) Notice of the joint public hearing shall be provided:

1. By sending a postcard to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;

2. By posting notice of the hearing on the home page of Sarpy County's website; and

3. By publishing notice of the hearing in a legal newspaper in or of general circulation in Sarpy County.

(g) The city, together with each other political subdivision that participates in the joint public hearing, shall send the information prescribed in division (B)(2)(h) to the Sarpy County Clerk by September 5. The County Clerk shall transmit the information to the County Assessor no later than September 10. The County Clerk shall notify the city and each other participating political subdivision of the date, time, and location of the joint public hearing. The County Assessor shall ~~mail the postcards required in this division~~ ~~send the information required to be included on the postcards pursuant to division (B)(2)(h) to a printing service designated by the County Board. The initial cost of printing the postcards shall be paid from the County general fund.~~ Such postcards shall be mailed at least seven calendar days before the joint public hearing. The cost of creating and mailing the postcards, including staff time, materials, and postage, shall be ~~divided among charged proportionately to~~ the political subdivisions participating in the joint public hearing ~~based on the total number of parcels in each participating political subdivision.~~

(h) The postcard sent under this division and the notice posted on the county's website, if required under division (2)(f)2., and published in the newspaper shall include the date, time, and location for the joint public hearing, a listing of and telephone number for each political subdivision that will be participating in the joint public hearing, and the amount of each participating political subdivision's property tax request. The postcard shall also contain the following information:

1. The following words in capitalized type at the top of the postcard: NOTICE OF PROPOSED TAX INCREASE;

2. The name of Sarpy County as the county that will hold the joint public hearing, which shall appear directly underneath the capitalized words described in division (2)(h)1.

3. The following statement: "The following political subdivisions are proposing a revenue increase ~~as a result of which would result in an overall increase in~~ property taxes in [insert current tax year]. ~~THE ACTUAL TAX ON YOUR PROPERTY MAY INCREASE OR DECREASE.~~ This notice contains estimates of the tax on your property ~~and the proposed tax increase on your property~~ as a result of this revenue increase. These estimates are calculated on the basis of the proposed [insert current tax year] data. The actual tax on your property ~~and tax increase on your property~~ may vary from these estimates.";

4. The parcel number for the property;

5. The name of the property owner and the address of the property;

6. The property's assessed value in the previous tax year;
7. The amount of property taxes due in the previous tax year for each participating political subdivision;
8. The property's assessed value for the current tax year;
9. The amount of property taxes due for the current tax year for each participating political subdivision;
10. The change in the amount of property taxes due for each participating political subdivision from the previous tax year to the current tax year; and
11. The following statement: "To obtain more information regarding the tax increase, citizens may contact the political subdivision at the telephone number provided in this notice."

(3) After the joint public hearing required in division (B)(2), the City Council, together with each governing body of each participating political subdivision, shall pass an ordinance or resolution to set such political subdivision's property tax request. If the city is increasing its property tax request over the amount from the prior year, including any increase in excess of the allowable growth percentage, then such ordinance or resolution shall include, but not be limited to, the following information:

- (a) The name of the City of La Vista;
- (b) The amount of the property tax request;
- (c) The following statements:
  1. The total assessed value of property differs from last year's total assessed value by    percent;
  2. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$   per \$100 of assessed value;
  3. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$   per \$100 of assessed value;
  4. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will exceed last year's by percent; and
- (d) The record vote of the governing body in passing such resolution or ordinance.

(4) Any resolution or ordinance setting a property tax request under this division (B) shall be certified and forwarded to the County Clerk on or before October 15 of the year for which the tax request is to apply.

(5) (a) The County Clerk, or his or her designee, shall prepare a report which shall include:

1. The names of the representatives of the city and each other political subdivisions participating in the joint public hearing; and
2. The name and address of each individual who spoke at the joint public hearing, unless the address requirement is waived to protect the security of the individual, and the name of any organization represented by each such individual.

(b) Such report shall be delivered to the city and other political subdivisions participating in the joint public hearing within ten days after such hearing.

(C) *Definitions; Property Tax Request Act.*

(1) **ALLOWABLE GROWTH PERCENTAGE** and other terms used in this section shall have the meaning provided in Neb. RS 77-1631.

(2) Provisions of this section shall be interpreted and carried out in accordance with the Property Tax Request Act, Neb. RS 77-1631 through 77-1634, and other applicable state statutes, as adopted or amended from time to time. Provided, however, inadvertent failure, or failure of any other public body, to comply with the Property Tax Request Act shall not invalidate any property tax request of the city or constitute an unauthorized levy. Without limiting the foregoing sentence, the failure of a taxpayer to receive a postcard as required under the Act shall not invalidate a property tax request of the city or constitute an unauthorized levy under Neb. RS 77-1606.

('79 Code, § 1-904.01) (Ord. 703, passed 10-21-97; Am. Ord. 1031, passed 5-1-07; Am. Ord. 1444, passed 2-1-22; Am. Ord. 1468, passed 12-6-22)

**Statutory update:**

*Similar state provisions, see Neb. RS 77-1601.02*

**SECTION 2. Repeal of Conflicting Ordinances.** Section 35.50 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

**SECTION 3. 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 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 4. Effective Date.** This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 16, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FIRST AMENDMENT – IMPROVEMENTS AGREEMENT NEBRASKA MULTI-SPORT COMPLEX	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRUCE FOUNTAIN COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A proposed resolution is presented to approve a First Amendment to the Improvement Agreement with Omaha Multi-Sport Complex, doing business as Nebraska Multi-Sport Complex (NMSC). The Improvement Agreement, approved by the City Council on October 18, 2022, among other things provided for required public improvements to be constructed within a designated 120 Giles Enhanced Employment Area. The First Amendment incorporates changes to the 120 Giles Enhanced Employment Area including locations of anticipated hotel(s), restaurant(s) and other improvements.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City on October 18, 2022 approved an Improvement Agreement that, among other things provided for required public improvements to be constructed in connection with multisport, hotel(s) and other facilities within a designated 120 Giles Enhanced Employment Area. Locations of some improvements changed, including without limitation, hotel(s) and restaurant(s). A Resolution is proposed to approve a First Amendment to Improvement Agreement that reflects changes to the 120 Giles Enhanced Employment Area, including without limitation locations of anticipated hotel(s) and restaurant(s) within the Area. Proceeds of a general business occupation tax (“GBOT”) within the 120 Giles Enhanced Employment may be directly or indirectly used to pay costs of public improvements or other authorized work within the 120 Giles Enhanced Employment Area. Nebraska Multisport is required to construct, provide and pay for all public improvements and other authorized work if GBOT proceeds are insufficient.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIRST AMENDMENT TO IMPROVEMENT AGREEMENT IN CONNECTION WITH MULTISPORT RECREATIONAL FACILITY GENERALLY NORTH AND EAST OF GILES ROAD AND EASTPORT PARKWAY.

WHEREAS, the City Council did on October 18, 2022 approved an Improvement Agreement, filed with the Sarpy County Register of Deeds as Instrument No. 2022-28876, for a private recreational facility to be constructed, owned, and operated by Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex, ("Nebraska Multisport") upon the following described tract of land within the City of La Vista: Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Northwesterly part of Tax Lot 1A1B and the Northwesterly part of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, Township 14 North, Range 12 East, of the 6th P. M., and other development on adjacent lots, subject to certain conditions; and

WHEREAS, in the Improvement Agreement, the parties among other things agreed to designation of a 120 Giles Enhanced Employment Area that included without limitation the NMSC Project and potential site of the Hotel(s) Project, and imposition and levy of the 120 Giles GBOT within such 120 Giles Enhanced Employment Area pursuant to Neb. Rev. Stat. Section 18-2142.04 for the purpose of paying all or any part of the costs and expenses of 120 Giles Authorized Work, as initially described or depicted in Exhibit 19 of the Improvement Agreement.

WHEREAS, the City and Nebraska Multisport desire to execute and enter a First Amendment to Improvement Agreement including without limitation Exhibit 19, to incorporate changes to the 120 Giles Enhanced Employment Area including location(s) of proposed Hotel Project(s), restaurant(s) or other improvements.

NOW THEREFORE, BE IT RESOLVED, a proposed First Amendment to Improvement Agreement ("Amendment") is presented with this Resolution for consideration of the City Council, which Amendment is approved in form and content presented, subject to any additions, subtractions, or modifications as the Mayor or City Administrator or his or her designee determines necessary or appropriate before the Amendment is executed, the final form and content of which Amendment the Mayor is authorized to execute and deliver on behalf of the City.

BE IT FURTHER RESOLVED, that the Mayor or City Administrator or his or her designee shall be authorized to take any actions on behalf of the City as he or she determines necessary or appropriate to carry out the Amendment or actions approved in this Resolution.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

## **FIRST AMENDMENT TO IMPROVEMENT AGREEMENT**

This First Amendment (the "Amendment") to Improvement Agreement is entered into as of the Effective Date specified in Section 3 below by and between the City of La Vista, a Nebraska municipal corporation ("City") and Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex ("NMSC").

NOW, THEREFORE, in consideration of the terms, provisions, agreements and covenants contained in this Amendment, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and intending to be legally bound hereby, the parties agree as follows:

1. **Findings.**

- a. City and NMSC entered and filed with the Sarpy County Register of Deeds as Instrument No. 2022-28876 an Improvement Agreement in connection with development and construction of certain projects on parcels within the vicinity of 120<sup>th</sup> and Eastport Parkway, including without limitation the NMSC Project on the property owned by NMSC and described in Exhibit 1, as attached and incorporated into this Amendment by reference, and proposed Hotel Project(s).
- b. In the Improvement Agreement, the parties among other things agreed to designation of a 120 Giles Enhanced Employment Area that included without limitation the NMSC Project and potential site of the Hotel(s) Project, and imposition and levy of the 120 Giles GBOT within such 120 Giles Enhanced Employment Area pursuant to Neb. Rev. Stat. Section 18-2142.04 for the purpose of paying all or any part of the costs and expenses of 120 Giles Authorized Work, as initially described or depicted in Exhibit 19 of the Improvement Agreement.
- c. The parties desire to amend the Improvement Agreement, including without limitation Exhibit 19, to incorporate changes to the 120 Giles Enhanced Employment Area including location(s) of proposed Hotel Project(s), restaurant(s) or other improvements.

2. **Amendment.** The Improvement Agreement shall be amended by deleting and replacing Exhibit 19 of the Improvement Agreement in its entirety with Exhibit 19 as attached hereto and incorporated into this Amendment by reference. All provisions of the Improvement Agreement

**Upon Recording Please Return To:**

Fitzgerald, Schorr PC LLO  
Attn: Tom McKeon  
10050 Regency Circle  
Omaha, NE 68114

shall be deemed amended and modified consistent with the provisions of this Amendment, including without limitation such Exhibit 19. Except as modified by this Amendment, all terms and conditions of the Improvement Agreement shall remain in full force and effect.

3. **Effective Date of Amendment.** This Amendment shall be effective as of the Effective Date specified in the Improvement Agreement.
4. **Definitions.** Unless otherwise defined in this Amendment or clearly indicated by the context, capitalized terms will have the meanings set forth in the Improvement Agreement.
5. **Recording.** Immediately after this Agreement is executed, NMSC shall record it with the Sarpy County Register of Deeds with respect to the Property and any other property within the 120 Giles Enhanced Employment Area. Notwithstanding anything in this Agreement to the contrary, City may elect to file this Agreement with the Sarpy County Register of Deeds, and City in its sole discretion is hereby authorized and shall have the right, but not any obligation, to enforce any terms or conditions of this Agreement at law or in equity.
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[Remainder of Page Intentionally Left Blank.  
Signature Pages and Exhibits Follow.]**

City of La Vista, a Nebraska municipal corporation,

By: \_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC, MPA  
City Clerk

STATE OF NEBRASKA )  
                          )ss.  
COUNTY OF SARPY      )

The foregoing FIRST AMENDMENT TO IMPROVEMENT AGREEMENT was acknowledged  
before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Douglas Kindig, Mayor, and Pamela A.  
Buethe, City Clerk, on behalf of said City.

[Seal]

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Notary Public

Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The foregoing FIRST AMENDMENT TO IMPROVEMENT AGREEMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex, on behalf of said nonprofit corporation.

[Seal]

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## Notary Public

Property

TAX LOTS 11 AND 15,

TOGETHER WITH ALL OF TAX LOT 2A AND PARTS OF TAX LOTS 2B1 AND 3 LYING NORTH AND WEST OF RAILROAD RIGHT-OF-WAY,

TOGETHER WITH NORTHWESTERLY PART OF TAX LOT 1A1B AND NORTHWESTERLY PART OF TAX LOTS 2B1 AND 3 LYING SOUTH AND EAST OF RAILROAD RIGHT-OF-WAY,

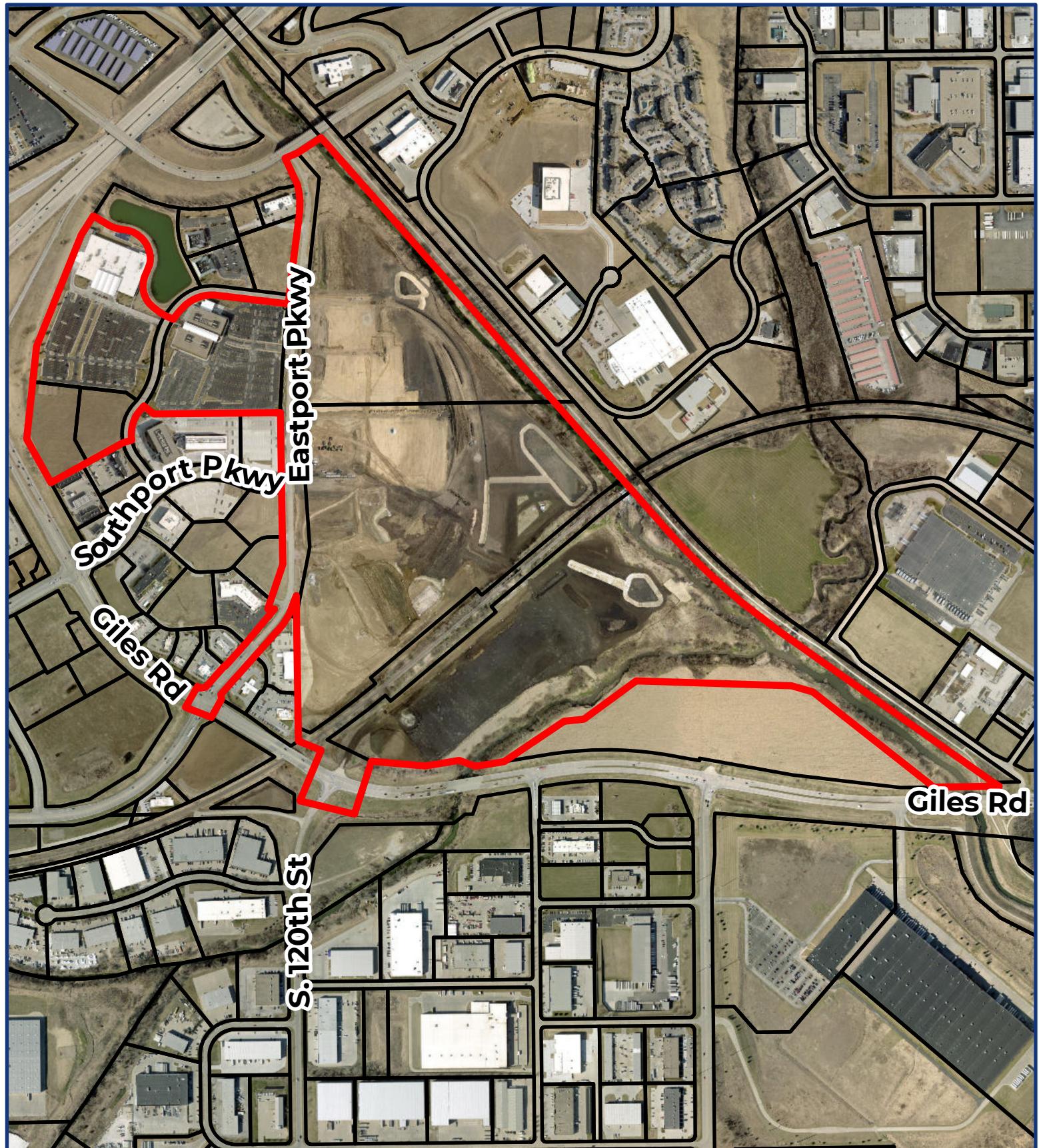
ALL LOCATED IN SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

Exhibit 1

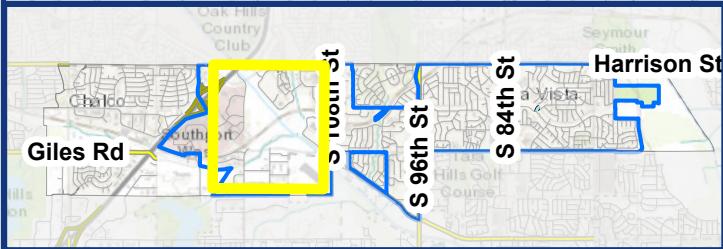
120 Giles GBOT Ordinance

*[PROPOSED GBOT ORDINANCE ATTACHED]*

Exhibit 19



## General Orientation Map: 120 Giles Enhanced Employment Area



### Legend

- Enhanced Employment Area
- Tax Parcels



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 16, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
GENERAL BUSINESS OCCUPATION TAXES, PROPERTY OWNER CONSENT, & GBOT REVENUE NOTE – VICINITY OF 120 <sup>TH</sup> AND GILES RD	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

**SYNOPSIS**

Proposed actions supersede certain actions originally approved on October 18, 2022 as follows. A proposed updated Resolution would approve an Occupation Tax Revenue Note (“Revenue Note”), and a proposed Ordinance would supersede Ordinance No. 1462 and enact general business occupation taxes (“GBOT”) upon certain businesses and users of space within a designated enhanced employment area in the vicinity of 120<sup>th</sup> and Giles Road, as requested by such businesses and users of space, for the purpose of paying all or part of the costs and expenses of public improvements or other authorized work required of Nebraska Multisport Complex in connection with development within such enhanced employment area. The applicable enhanced employment area incorporates changes to anticipated locations of hotel(s), restaurants and other improvements. GBOT proceeds also may be used to pay debt service or other costs or expenses connected with the Revenue Note. A proposed Resolution approving a Consent to Inclusion of Property in Enhanced Employment Area also is included whereby property owners consent to their properties being included in the revised enhanced employment area.

**FISCAL IMPACT**

Proposed actions would provide for potential Revenue Note or GBOT proceeds to pay costs and expenses of public improvements or other authorized work within the designated enhanced employment area. GBOT proceeds also may be used to pay debt service or other costs or expenses connected with the Revenue Note.

Nebraska Multisport Complex (“Nebraska Multisport”) is required to construct, perform, and pay for all public improvements and other authorized work, if proceeds of the GBOT are insufficient. The City is not obligated to provide or pay for any of such improvements or work. In addition, only GBOT proceeds can be used to make payments on the Revenue Note. If GBOT proceeds are insufficient, other City revenues or funds will not be used.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Improvement Agreement, as amended, requires Nebraska Multisport to construct, perform, and pay for all public improvements and other authorized work connected with development of the complex and adjacent areas. The City is not obligated to provide or pay for any of the improvements or work.

Nebraska Multisport and businesses within a designated development area - called an enhanced employment area - asked the City to levy the GBOT to provide an additional potential funding source to construct and pay for required public improvements and other authorized work. The GBOT only applies within the limited enhanced employment area in which the multisport complex and businesses are located. The applicable enhanced employment area incorporates changes to anticipated locations of hotel(s), restaurants and other improvements. In the Consent to Inclusion of Property in Enhanced Employment Area, property owners consent to their properties being included in the revised enhanced employment area

Developer remains solely liable for all costs and expenses of required public improvements or authorized work, for example if GBOT proceeds are insufficient. The City is not obligated to provide or pay for any of the improvements or work. In addition, only GBOT proceeds can be used to make payments on the Revenue Note. If GBOT proceeds are insufficient, the City will not (and cannot) make payments on the Revenue Note from other City revenues or funds.

The Improvement Agreement with Nebraska Multisport, as amended, provides for the GBOT to be levied on certain hotel or motel businesses and retail sales businesses on or adjacent to the multisport complex and included with the complex in the designated enhanced employment area, as revised, for the purpose of paying all or any part of the costs and expenses of public improvements or other authorized work within such area, or payments connected with an Occupation Tax Revenue Note the proceeds of which are expended or allocated for such purpose. An updated Resolution is proposed to approve the City's Revenue Note and an Ordinance is proposed to approve the general business occupation taxes within the designated enhanced employment area, as revised.

**ORDINANCE NO. \_\_\_\_**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND, REPLACE AND SUPERSEDE ORDINANCE NO. 1462 IN ITS ENTIRETY REGARDING AN ENHANCED EMPLOYMENT AREA AND GENERAL BUSINESS OCCUPATION TAXES WITHIN SUCH AREA IN THE VICINITY OF 120<sup>TH</sup> AND GILES ROAD; TO REVOKE ORDINANCE NO. 1462 AS ORIGINALLY ENACTED, AND TO PROVIDE FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, that Ordinance No. 1462 is amended, replaced and superseded in its entirety to read as follows:

**"I. Findings and Determinations.** The Mayor and City Council hereby find, determine, declare, adopt, and approve the following:

- A. Pursuant to Nebraska Statutes, including without limitation Neb. Rev. Stat. section 18-2142.04, and applicable provisions of La Vista Municipal Code sections 113.55 through 113.62, the City is authorized to levy a general business occupation tax upon businesses and users of space within a designated enhanced employment area that is not within a blighted and substandard community redevelopment area, based on a reasonable classification of businesses, users of space, or kinds of transaction, for the purpose of paying all or any part of the costs and expenses of authorized work within the enhanced employment area, or debt service or other costs or expenses in connection with any bonds the proceeds of which are expended for or allocated to authorized work.
- B. Certain hotel or motel businesses and retail sales businesses on or in close proximity to the new multisport complex in the vicinity of 120<sup>th</sup> and Giles Road ("Nebraska Multisport Complex") are uniquely positioned to attract and benefit from visitors to the area for discretionary activities, including recreation, tourism, and leisure, that will place unique demands on City services, facilities, and resources. Subjecting such businesses to a general business occupation tax for purposes of raising revenues for public improvements or other authorized work within the area is fair, reasonable, just, and appropriate.
- C. Such hotel or motel businesses and retail sales businesses form reasonable classifications of businesses, users of space, or kinds of transaction for purposes of imposing general business occupation taxes and raising revenues.
- D. Based on these findings and in the interests of just, equitable and fair distribution of tax burdens as the City Council in its sole discretion determines appropriate, general business occupation taxes are proposed ("Proposed GBOTs") within a proposed enhanced employment area the boundaries of which shall encompass as a single unitary area all parcels, lots, right of way, creeks, or other real property described or depicted in section II below ("Proposed EEA"), the proceeds of which taxes will fund costs and expenses of authorized work within the Proposed EEA, or debt service or other costs and expenses of bonds the proceeds of which are expended or allocated for such work, pursuant to Neb. Rev. Stat. Section 18-2142.04 and Code sections 113.55 through 113.62.

- E. The Proposed EEA is 600 acres or less, and is not blighted, substandard, or within a community redevelopment area.
- F. In reliance upon written representations and undertakings of property owners within the Proposed EEA, new investment within the Proposed EEA will result in new employees and new investment in accordance with applicable requirements of Neb. Rev. Stat. Section 18-2142.04(2).
- G. It is necessary, desirable, advisable, and in the best interests of the City to designate the Proposed EEA as an enhanced employment area and levy the Proposed GBOTs as general business occupation taxes upon the businesses and users of space within such area, as specified below, for the purpose of paying all or part of the costs and expenses of authorized work within such area, or debt service and other costs and expenses of bonds the proceeds of which are expended or allocated for such purpose, pursuant to Neb. Rev. Stat. Section 18-2142.04.

II. DESIGNATION OF ENHANCED EMPLOYMENT AREA. The City hereby designates, establishes, and approves the Proposed EEA as an enhanced employment area pursuant to Neb. Rev. Stat. Section 18-2142.04, comprised of the following parcels, lots and properties ("120 Giles Enhanced Employment Area"):

TAX LOTS 11 AND 15,

TOGETHER WITH ALL OF TAX LOT 2A AND PARTS OF TAX LOTS 2B1 AND 3 LYING NORTH AND WEST OF RAILROAD RIGHT-OF-WAY,

TOGETHER WITH NORTHWESTERLY PART OF TAX LOT 1A1B AND NORTHWESTERLY PART OF TAX LOTS 2B1 AND 3 LYING SOUTH AND EAST OF RAILROAD RIGHT-OF-WAY,

ALL LOCATED IN SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

LOTS 5 AND 6, SOUTHPORT EAST;

LOT 1, SOUTHPORT EAST REPLAT 1;

LOT 11A, SOUTHPORT EAST REPLAT FIVE;

THE ENTIRE WIDTH OF ANY PART OF EASTPORT PARKWAY IMMEDIATELY ADJACENT TO ANY PARCEL OR LOT DESCRIBED ABOVE, OR PART THEREOF, TO ITS INTERSECTION WITH GILES ROAD;

THE ENTIRE WIDTH OF ANY OTHER PUBLIC RIGHT OF WAY, OR OF ANY RAILROAD RIGHT OF WAY OR OF ANY CREEK (BANK TO BANK), IMMEDIATELY ADJACENT TO ANY SUCH PARCEL OR LOT OR PART THEREOF;

ALL RIGHT OF WAY COMPRISING THE INTERSECTION OF 120<sup>TH</sup> STREET AND GILES ROAD AND ANY OTHER IMMEDIATELY ADJACENT PROPERTY

NEEDED FOR CONSTRUCTION OF TRAFFIC SIGNAL OR OTHER PUBLIC STREET IMPROVEMENTS THEREIN; AND

ANY OTHER PROPERTY, OR PARTS THEREOF, IMMEDIATELY ADJACENT TO ANY RIGHT OF WAY DESCRIBED ABOVE AS FROM TIME TO TIME NEEDED TO CONSTRUCT PUBLIC STREET OR OTHER PUBLIC IMPROVEMENTS.

**III. CLASSIFICATION OF BUSINESSES, USERS OF SPACE, OR KINDS OF TRANSACTIONS.**  
The following classifications of businesses, users of space, or kinds of transactions are hereby found, determined, and declared to be reasonable, and such classifications are hereby established, for purposes of imposing and levying general business occupation taxes upon businesses and users of space within the 120 Giles Enhanced Employment Area pursuant to this Ordinance:

Hotel or motel business, which means engaging in a business that offers or provides temporary lodging, including without limitation any extended stay lodging, within the 120 Giles Enhanced Employment Area for fees, charges, or other consideration ("Hotel or Motel Business")

Retail sales business, which means engaging in a business of retail sales, including without limitation food, beverage and merchandise retail sales, operated on the site of the Nebraska Multisport Complex or in other parts of the 120 Giles Enhanced Employment Area ("Retail Sales Business"), and excluding temporary lodging room rental of any Hotel or Motel Business.

**IV. GENERAL BUSINESS OCCUPATION TAX LEVY**

A. On and after the Effective Date (as defined below), the City, in addition to any other applicable occupation, sales or other taxes imposed by the City from time to time, hereby imposes and levies the following general business occupation taxes ("120 Giles GBOT") on all persons engaged in a Hotel or Motel Business or Retail Sales Business within the 120 Giles Enhanced Employment Area, the amount of which 120 Giles GBOT shall be determined as follows:

<b><u>Classification of Business</u></b>	<b><u>120 Giles GBOT Rate</u></b>
Hotel or Motel Business	120 Giles GBOT shall be calculated as 2% of total gross receipts derived by the taxpayer from room rentals of temporary lodging of any Hotel or Motel Business within the 120 Giles Enhanced Employment Area ("Hotel or Motel Business Gross Receipts"), and
Retail Sales Business	120 Giles GBOT shall be calculated as 5% of total gross receipts derived by the taxpayer from retail sales within the 120 Giles Enhanced Employment Area, as "retail sales" is defined in the Nebraska Revenue Act of 1967, as amended from time to time, including without limitation food, beverage and merchandise retail sales ("Retail Sales Business Gross Receipts").

Provided, however, the 120 Giles GBOT shall be subject to the following conditions:

1. The 120 Giles GBOT shall not be imposed on any business or other person primarily using a lot or parcel for general office uses, and gross receipts for purposes of calculating the 120 Giles GBOT shall exclude gross receipts derived from (i) general office use, (ii) leases for and rental proceeds from general office use, and (iii) retail sales at buildings used primarily for general office use.
2. A Retail Sales Business conducted in conjunction with a Hotel or Motel Business shall be subject to the 120 Giles GBOT on Retail Sales Businesses, calculated based on gross receipts from retail sales other than temporary room rentals, in addition to being subject to the 120 Giles GBOT on Hotel or Motel Businesses based on gross receipts from temporary room rentals.
3. Gross receipts for purposes of determining the amount of any occupation taxes of any Hotel or Motel Business or Retail Sales Business pursuant to this Ordinance shall mean the total amount of receipts, revenues, consideration, donations, contributions, or monetary charges of any nature received from room rentals or retail sales, as the case may be, without any deduction on account of expenses, taxes, or other costs.
4. The 120 Giles GBOT will be levied and payable at such times and subject to applicable provisions, terms or conditions of Nebraska Statutes or the Municipal Code or other ordinances, resolutions, regulations, policies, guidance, agreements, documents, or instruments of the City, as adopted, enacted, implemented, or amended from time to time, including without limitation applicable provisions of Municipal Code Sections 113.55 through 113.62.

Taxes imposed by this Ordinance are taxes on taxpayers for the privilege of engaging in Hotel or Motel Business or Retail Sales Business occupations within the 120 Giles Enhanced Employment Area of the City, and will be binding on all owners and operators engaged in a Hotel or Motel Business or Retail Sales Business within the 120 Giles Enhanced Employment Area and their respective successors and assigns.

**B. Use of Proceeds.** Proceeds of the 120 Giles GBOT shall be deposited in a separate fund established by the City and used to pay all or part of the costs and expenses of any authorized work within the 120 Giles Enhanced Employment Area, or debt service or other costs and expenses of bonds the proceeds of which are expended or allocated for authorized work, as specified or approved from time to time by the City Council, Mayor, City Administrator, or any designee of the City Council, Mayor or City Administrator, pursuant to Neb. Rev. Stat. Section 18-2142.04 and Code Sections 113.55 through 113.62.

**C. Effective Date; Term.** The 120 Giles GBOT enacted by this Ordinance shall commence with respect to a particular Hotel or Motel Business or Retail Sales Business effective as of the earlier of:

1. January 1, 2026, or

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2. The effective date of any bonds that have been issued pursuant to Neb. Rev. Stat. Section 18-2142.04 and are secured by the 120 Giles GBOT or state the 120 Giles GBOT as an available source for payment.

("Effective Date") at 4:00 a.m., and continue and remain in effect until revoked by the City, unless otherwise specified by any applicable ordinance or resolution of the City. Notwithstanding anything in this Ordinance to the contrary, the 120 Giles GBOT shall remain in effect, and shall not terminate, so long as the City has bonds outstanding that have been issued pursuant to Neb. Rev. Stat. Section 18-2142.04 and are secured by the 120 Giles GBOT or state the 120 Giles GBOT as an available source for payment.

**V. REPEAL.** Ordinance No. 1462 as originally enacted and all ordinances in conflict with this Ordinance are hereby repealed.

**VI. SEVERABILITY.** 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 constitutionality or 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 hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**VII. PUBLICATION AND EFFECTIVE DATE OF ORDINANCE.** This Ordinance shall be published in a legal newspaper in or of general circulation within the City or in book, pamphlet, electronic, or such other form in accordance with applicable law, as determined by the City Clerk to be in the best interests of the City and its residents, and shall be in full force and effect from and after its passage, approval and publication in accordance with applicable law.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE CONSENT TO INCLUSION OF PROPERTY IN ENHANCED EMPLOYMENT AREA GENERALLY NORTH AND EAST OF GILES ROAD AND EASTPORT PARKWAY.

WHEREAS, the City Council on October 18, 2022 approved an Improvement Agreement, filed with the Sarpy County Register of Deeds as Instrument No. 2022-28876, in connection with a private recreational facility ("NMSC Project") to be constructed, owned, and operated by Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex, ("Nebraska Multisport") and other development on adjacent lots ("Hotel(s) Project"); and

WHEREAS, in the Improvement Agreement, the parties among other things agreed to designation of a 120 Giles Enhanced Employment Area that included without limitation the NMSC Project and potential site of the Hotel(s) Project, and imposition and levy of the 120 Giles GBOT within such 120 Giles Enhanced Employment Area pursuant to Neb. Rev. Stat. Section 18-2142.04 for the purpose of paying all or any part of the costs and expenses of 120 Giles Authorized Work, as initially described or depicted in Exhibit 19 of the Improvement Agreement

WHEREAS, the City at this Council meeting is considering a First Amendment to Improvement Agreement including without limitation revised Exhibit 19 for changes to the 120 Giles Enhanced Employment Area to include new location(s) of proposed Hotel Project(s), restaurant(s) or other improvements, subject to consent of owners of properties included in the revised 120 Giles Enhanced Employment Area.

NOW THEREFORE, BE IT RESOLVED, a proposed Consent of Property Owners to Inclusion in Enhanced Employment Area ("Consent") is presented with this Resolution for consideration of the City Council, which Consent is approved in form and content presented, subject to any additions, subtractions, or modifications as the Mayor or City Administrator or his or her designee determines necessary or appropriate before the Consent is executed, the final form and content of which Consent the Mayor is authorized to execute and deliver on behalf of the City..

BE IT FURTHER RESOLVED, that the Mayor or City Administrator or his or her designee shall be authorized to take any actions on behalf of the City as he or she determines necessary or appropriate to carry out the Consent or actions approved in this Resolution.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

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

**OF THE**

**THE CITY OF LA VISTA, NEBRASKA**

**ADOPTED MAY 16, 2023**

**NOT TO EXCEED \$3,500,000  
OCCUPATION TAX REVENUE NOTE  
(120 AND GILES PROJECT)**

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RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING THE ISSUANCE OF AN OCCUPATION TAX REVENUE NOTE (120 AND GILES PROJECT), OF THE CITY OF LA VISTA, NEBRASKA, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH THE 120 AND GILES ENHANCED EMPLOYMENT AREA; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

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**WHEREAS**, the City of La Vista, in the State of Nebraska, (the “**City**”) is a municipal corporation and first class city organized and existing under the constitution and laws of the State of Nebraska;

**WHEREAS**, pursuant to Section 18-2142.04, R.R.S. Neb., as amended, (the “**Act**”) the City may establish an enhanced employment area for a portion of the City under certain terms and conditions as provided in the Act;

**WHEREAS**, the City established the 120 and Giles Enhanced Employment Area of the City of La Vista, Nebraska, under the Act (the “**Enhanced Employment Area**”) and pursuant to an Improvement Agreement, filed with the Sarpy County Register of Deeds as Instrument No. 2022-28876 as amended by a First Amendment to Improvement Agreement to incorporate changes to the Enhanced Employment Area, (together, the “**Improvement Agreement**”) between the City and Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex (“**NMSC**”) approved by the Mayor and Council of the City prior to the adoption of this resolution;

**WHEREAS**, the Act permits the City to levy general business occupation taxes within the Enhanced Employment Area, and the City has established the 120 Giles GBOT pursuant to the Occupation Tax Ordinance (defined herein) and as described and defined in the Improvement Agreement which shall be imposed and levied within the Enhanced Employment Area (the “**GBOT**”) for the purpose of paying all or any part of the costs or expenses to design, construct, and provide the 120 Giles Authorized Work, as defined in the Improvement Agreement;

**WHEREAS**, a prior resolution adopted by the City Council of the City on October 18, 2022, (the “**Prior Resolution**”) approved issuance of an Occupation Tax Revenue Note (120 and Giles Project), which has not been issued as of the date of this resolution and, given the amendment to the Improvement Agreement and related matters, it is necessary and appropriate to repeal and replace the Prior Resolution with this resolution; and

**WHEREAS**, in order to pay a portion of the 120 Giles Authorized Work, it is necessary, desirable, advisable, and in the best interest of the City to issue the Occupation Tax Revenue Note (120 and Giles Project) (the “**Note**”), in a principal amount determined by an Authorized City Representative, but not to exceed \$3,500,000, and deliver such Note to NMSC in exchange for NMSC paying the costs of the GBOT Public Improvements, as described and defined in the Improvement Agreement, to pay the costs of issuing the Note, and such Note to be issued and secured in the form and manner as hereinafter provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LA VISTA, NEBRASKA, AS FOLLOWS:**

**ARTICLE I**

**DEFINITIONS**

**Section 1.1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in this Resolution, the following capitalized words and terms as used in this Resolution shall have the following meanings:

“**Act**” means Section 18-2142.04, Reissue Revised Statutes of Nebraska, as amended.

“**Authorized City Representative**” means the Mayor, City Administrator or a designee of the City Administrator.

“**Business Day**” means a day on which the banking institutions in the City are scheduled in the normal course of operations to be open to the public.

“**City**” means the City of La Vista, Nebraska.

“**Clerk**” means the Clerk of the City of La Vista, Nebraska.

“**Council**” means City Council of the City of La Vista, Nebraska.

“**Cumulative Outstanding Principal Amount**” means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

“**Date of Original Issue**” means the date the Note is initially issued and delivered to the Purchaser.

“**Enhanced Employment Area**” shall have the meaning provided in the recitals hereto.

“**Government Obligations**” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“**Mayor**” means Mayor of the City.

“**NMSC**” shall have the meaning provided in the recitals hereto.

“**Note**” means the Occupation Tax Revenue Note (120 and Giles Project) authorized and issued pursuant to this Resolution in an aggregate principal amount not to exceed \$3,500,000, with the final stated principal amount of the Note to be determined by an Authorized City Representative based on reasonable expectations for Occupation Tax Revenues to be generated during the course of the 20 year term of the Note, the interest rate of the Note, and other factors which may be appropriate in the determination of such Authorized City Officer.

“**Note Counsel**” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the City.

**“Note Payment Date”** means such dates as determined by an Authorized City Representative and indicated in the Note, with a final maturity of not more than 20 years after the date of issuance.

**“Note Register”** means the books for the registration, transfer and exchange of the Note kept at the office of the Clerk.

**“Occupation Tax Ordinance”** means the ordinance of the City providing for the initial general business occupation taxes in the Enhanced Employment Area, passed and approved on May 16, 2023, contemporaneously with this resolution.

**“Occupation Tax Revenue Fund”** means the fund by that name described by **Section 5.1** hereof.

**“Occupation Tax Revenues”** means the moneys received by the City attributable to the general business occupation tax imposed pursuant to the Occupation Tax Ordinance, as the same may be amended from time to time.

**“Permitted Investments”** means any securities and obligations, if and to the extent the same are at the time legal for investment of the City’s moneys held in the funds and accounts referred to in **Section 5.1** hereof.

**“Project”** means the costs and expenses of the 120 Giles Authorized Work, as defined in the Improvement Agreement.

**“Project Costs”** means the costs attributable to the Project.

**“Purchaser”** means NMSC or such other party designated by NMSC and acceptable to the City, as the original purchaser of the Note.

**“Record Date”** for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) preceding such Note Payment Date.

**“Registered Owner”** or **“Note Owner”** when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

**“Resolution”** means this Resolution as from time to time amended in accordance with the terms hereof.

**“State”** means the State of Nebraska.

## **ARTICLE II**

### **AUTHORIZATION OF NOTE**

**Section 2.1. Authorization of Note.** There is hereby authorized and directed to be issued a Note of the City, designated “Occupation Tax Revenue Note (120 and Giles Project),” in the principal amount of not to exceed \$3,500,000, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

**Section 2.2. Description of the Note.** The Note shall be substantially in the form set forth in **Exhibit A** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 2.4** hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment and subject to extension as provided in **Section 3.1**), and shall bear interest, if any, at the rate per annum, as determined by the Authorized City Representative and as provided in the Note delivered to the Purchaser.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

**Section 2.3. Consideration for the Note.** Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Proceeds of the Note may be advanced and disbursed, and thus the outstanding principal amount determined, in the manner set forth below:

(a) There shall be submitted to the City Administrator a disbursement request in a form acceptable to the Authorized City Representative (the “**Disbursement Request**”), executed by an authorized representative of the Developer, (A) certifying that a portion of the Project has been substantially completed and (B) certifying the actual costs incurred by NMSC in the completion of such portion of the Project which are eligible expenses under the Improvement Agreement as part of the Project.

(b) The Authorized City Representative shall determine whether the costs requested for reimbursement under the Disbursement Request are currently reimbursable under the Improvement Agreement. Upon determination thereof, the Authorized City Representative shall evidence such allocation in writing and inform NMSC of the amount allocated to and drawn against the Note. Such amounts shall be proceeds of the Note and the Clerk shall enter on the Note Register in writing of the date and amount of such allocation. The Clerk shall keep and maintain a record of the amounts allocated pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on its records maintained for the Note. The aggregate amount of Disbursement Requests approved for Project Costs and allocated to the principal amount drawn on the Note shall not exceed the stated principal amount of the Note.

The City shall have no obligation to approve any Disbursement Request unless such request has been properly approved as described above.

The records maintained by the Clerk as to principal amount advanced and principal amounts paid on the Note shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

**Section 2.4. Method and Place of Payment of Note.** The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is

payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon earlier redemption.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the City by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the City written notice to the contrary.

**Section 2.5. Registration, Transfer and Exchange of Note.** The City covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the City in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the City.

The City may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

**Section 2.6. Execution, Authentication and Delivery of the Note.** The Note, including any Note issued in exchange or as substitution for the Note initially delivered, shall be signed by the manual or facsimile signatures of the officers of the City. In case any officer whose signature appears on any Note ceases to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Note. The City shall deliver the Note to the Purchaser.

**Section 2.7. Mutilated, Destroyed, Lost and Stolen Note.** If (a) any mutilated Note is surrendered to the City, or the City receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the City such security or indemnity as may be required to save the City harmless, then, in the absence of notice to the City that such Note has been acquired by a bona fide purchaser, the City shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the City) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the City.

**Section 2.8. Sale of Note.** The delivery of the Note to the Purchaser is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution.

**Section 2.9. Redemption of Note .** The Note is subject to redemption at the option of the City prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the City shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

**Section 2.10. Determination of Outstanding Principal Amount of Note .** Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. NMSC may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.

## ARTICLE III

### TERMS AND PAYMENT

**Section 3.1. Terms and Payment.** The Note shall be issued substantially in the form set forth in **Exhibit A**. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

On each Note Payment Date, an amount equal to all amounts then on deposit in the Occupation Tax Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the Occupation Tax Revenue Fund are insufficient to pay all of the principal of or interest on the Note prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and NMSC without recourse of any kind to the City.

The City may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

## ARTICLE IV

### SECURITY FOR THE NOTE

**Section 4.1. Security for the Note.** The Note shall be a limited, special obligation of the City payable solely from and secured as to the payment of principal and interest, subject to the provisions of **Section 4.2**, by a pledge of the Occupation Tax Revenues and no other moneys, revenues, funds or

accounts. Other than the power to impose and collect the Occupation Tax Revenues, the taxing power of the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

**Section 4.2. Pledge of Certain Funds.** The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the Occupation Tax Revenue Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

**Section 4.3. No Recourse.** Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note, the Purchaser, nor NMSC shall have any recourse of any kind against the City in the event of that the Occupation Tax Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

## **ARTICLE V**

### **CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS**

**Section 5.1. Creation of Occupation Tax Revenue Fund.** There are hereby created and ordered to be established within the treasury of the City the Occupation Tax Revenue Fund (the "Occupation Tax Revenue Fund"), which shall be a separate fund.

Such fund shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City. The Occupation Tax Revenue Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

## **ARTICLE VI**

### **APPLICATION OF REVENUES**

**Section 6.1. Application of Occupation Tax Revenue Fund.** The moneys in the Occupation Tax Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The Occupation Tax Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the Occupation Tax Revenue Fund shall be expended and used for the sole purpose of (a) paying the costs of issuance of the Note incurred by the City, and (b) paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in **Section 3.1**.

## **ARTICLE VII**

## DEPOSIT AND INVESTMENT OF MONEYS

**Section 7.1. Deposit of Moneys.** Moneys in each of the fund created by and referred to in this Resolution and held by the City shall be continuously and adequately secured as provided by the laws of the State and invested in Permitted Investments.

**Section 7.2. Investment of Moneys.** All earnings on any investments held in any fund shall accrue to and become a part of such fund.

## ARTICLE VIII

### ADDITIONAL NOTE

**Section 8.1. Additional Note.** The City covenants and agrees that so long as the Note remains outstanding, the City will not issue any additional bonds, notes or debt payable from the Occupation Tax Revenue Fund or any part thereof without the prior written consent of the Registered Owner.

## ARTICLE IX

### DEFAULT AND REMEDIES

**Section 9.1. Remedies.** The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owner. Subject to the limitations set forth in **Section 9.2**, the Registered Owner shall have the following rights:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

**Section 9.2. Remedies Cumulative.** No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has

been determined adversely to the Registered Owner, then, and in every such case, the City and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 10.1. Amendments.** The rights and duties of the City and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the City with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged, and such instrument shall be filed with the City Finance Director.

Without notice to or the consent of the Registered Owner, the City may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Notwithstanding anything to the contrary in this **Section 10.1**, before any Resolution supplementing or amending this Resolution pursuant to this **Section 10.1** shall become effective, there shall have been delivered to the City an opinion of Note Counsel stating that such supplemental Resolution is authorized or permitted by this Resolution and the Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the City, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

**Section 10.2. Payments Due on Days Other Than Business Days.** In any case where the date of maturity of principal or interest on the Note or the date fixed for prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

**Section 10.3. Notices, Consents and Other Instruments by Registered Owner.** Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

**Section 10.4. Further Authority.** The officers of the City, including the Mayor and the Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

**Section 10.5. Repeal of Inconsistent Resolutions.** The Prior Resolution is hereby repealed, and any other resolution of the City inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

**Section 10.6. Severability.** If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

**Section 10.7. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 10.8. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the governing body of the City.

*[This portion of the page intentionally left blank]*

**PASSED AND APPROVED THIS 16th DAY OF MAY, 2023, BY THE MAYOR AND  
COUNCIL OF THE CITY OF LA VISTA, NEBRASKA.**

(Seal)

ATTEST:

---

Mayor

---

Clerk

## EXHIBIT A

## [FORM OF NOTE]

Registered  
No. 1

Registered  
Up to \$ \_\_\_\_\_  
(subject to reduction as described herein)

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA**

## CITY OF LA VISTA

**OCCUPATION TAX REVENUE NOTE  
(120 AND GILES PROJECT)  
SERIES 20**

## Interest Rate

### **Maturity Date**

**Issue Date**

%

\_\_\_\_\_ , 20\_\_\_\_\_

\_\_\_\_\_ , 20\_\_\_\_\_

**REGISTERED OWNER:** \_\_\_\_\_

**PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO**

*All capitalized terms used in this Note and not otherwise defined herein shall have the meanings set forth for such terms in the resolution authorizing the issuance of this Note adopted by the City on May 16, 2023 (the “Resolution”).*

The **CITY OF LA VISTA, NEBRASKA**, (the "City") for value received, hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount reflected above, or such lesser amount reflected on the books and records of the City, upon presentation and surrender hereof at the office of the registrar and paying agent herefor, and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected on the books and records of the City at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable on \_\_\_\_\_ of each year until payment in full of such Principal Amount, beginning \_\_\_\_\_, 202\_\_\_\_\_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the City on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

Payments hereon shall be due and payable on \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_. Payments are to be applied first to interest due and the remainder to principal. The principal and interest payable on this Note on any payment date shall be paid to the person in whose name this Note is registered at the close of business on the 15th day (whether or not a business day) of the calendar month first preceding such payment date (a) by check or draft mailed by the City to such Registered Owner, or (b) by electronic transfer to such registered owner upon written notice given to the City by such Registered Owner not less than 15 days prior to such record date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed. The principal of and interest on this Note shall be payable in lawful money of the United States of America.

This Note is a duly authorized Note of the City designated "Occupation Tax Revenue Note (120 and Giles Project)." The Note is being issued for the purpose of paying a portion of the Project Costs in connection with the Project, and paying costs related to the issuance of the Note, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, including particularly the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended, and pursuant to the Resolution.

The records maintained by the City Finance Director as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

At its option, the City may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind. The Note is subject to redemption and payment in accordance with the terms and conditions as set forth in the Resolution.

The Note is a special obligation of the City payable solely from and secured as to the payment of principal and interest by a pledge of Occupation Tax Revenues deposited in the Occupation Tax Revenue Fund, as more fully provided in the Resolution.

Other than the imposition and collection of the Occupation Tax Revenues, the taxing power of the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Resolution for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the Occupation Tax Revenues to pay the Note, the nature and extent of the security for the Note, the rights, duties and obligations of the City with respect thereto, and the rights of the Registered Owner thereof.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which the Registered Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Occupation Tax Revenues pledged to the payment of the principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Registered Owner of this Note; the rights, duties and obligations of the City and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution.

This Note is subject to redemption prior to maturity, at the option of the City, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

This Note may be transferred and exchanged only upon the Note Register as provided in the Resolution. This Note is transferable only to banks, other financial institutions or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933) and only upon the execution by such transferee of an investment letter in such form as approved by an Authorized City Representative (as defined in the Resolution). Upon surrender hereof at the principal office of the City Clerk, the City shall transfer or exchange this Note for a new Note of the same maturity and in the same principal amount as the principal amount outstanding on this Note at such time. The City may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until this Note has been executed by the City.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Note, provision has been duly made for the collection and segregation of the Occupation Tax Revenues and for the application of the same as hereinbefore provided.

**IN WITNESS WHEREOF, THE CITY OF LA VISTA, NEBRASKA,** has executed this Note by causing it to be signed by the manual or facsimile signature of the Mayor of the City of La Vista, Nebraska and attested by the manual or facsimile signature of the Clerk of the City of La Vista, Nebraska, and its official seal to be affixed hereto or imprinted hereon.

## **CITY OF LA VISTA, NEBRASKA**

This Note is the Note of the issue described in the within-mentioned Resolution.

Registration Date: \_\_\_\_\_, 202\_\_\_\_

(Seal)

ATTEST:

By: \_\_\_\_\_  
City Clerk

## ASSIGNMENT

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

---

Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints agent to transfer the within Note on the books kept by the City for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular.

Signature Guaranteed By:

---

[Name of Eligible Guarantor Institution (as defined by SEC Rule 17Ad-15 (12 CFR 240.17Ad-15) or any similar rule which the City deems appropriate)]

By \_\_\_\_\_  
Title: \_\_\_\_\_

*[The remainder of this page intentionally left blank]*

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When Recorded Return to:

David C. Levy  
Baird Holm LLP  
1700 Farnam Street, Suite 1500  
Omaha, Nebraska 68102  
(402) 344-0500

## **Consent to Inclusion of Property in Enhanced Employment Area**

The undersigned owners ("OWNERS") of the following real property ("Property") and City of La Vista, Nebraska ("CITY"), to induce the CITY to impose a general business occupation tax described below and for other good and valuable consideration, execute and enter this Consent to Inclusion of Property in Enhanced Employment Area ("Consent") and agree that such Property shall be included in an Enhanced Employment Area for purposes of imposing a general business occupation tax to fund authorized work or other costs or expenses pursuant to Nebraska Revised Statutes section 18-2142.04 and La Vista Municipal Code sections 113.55 through 113.62 ("General Business Occupation Tax" or "Tax"):

(1) TAX LOTS 11 AND 15,

TOGETHER WITH ALL OF TAX LOT 2A AND PARTS OF TAX LOTS  
2B1 AND 3 LYING NORTH AND WEST OF RAILROAD RIGHT-OF-  
WAY,

TOGETHER WITH NORTHWESTERLY PART OF TAX LOT 1A1B  
AND NORTHWESTERLY PART OF TAX LOTS 2B1 AND 3 LYING  
SOUTH AND EAST OF RAILROAD RIGHT-OF-WAY,

ALL LOCATED IN SECTION 17, TOWNSHIP 14 NORTH, RANGE 12  
EAST, OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

- (2) LOTS 5 AND 6, SOUTHPORT EAST,
- (3) LOT 1, SOUTHPORT EAST REPLAT 1, and
- (4) LOT 11A, SOUTHPORT EAST REPLAT FIVE

(“Property”);

provided, (a) gross receipts taken into account for purposes of the General Business Occupation Tax shall be limited only to gross receipts derived from (i) room rentals of temporary lodging of any hotel or motel business, including without limitation extended stay lodging, or (ii) “retail sales” (as defined in the Nebraska Revenue Act of 1967), including without limitation retail sales of food, beverages and merchandise; (b) gross receipts taken into account for purposes of the Tax expressly excludes (i) general office use, (ii) leases for and rental proceeds from general office use, and (iii) retail sales at buildings used primarily for general office use (the “Excluded Activities”); (c) the Tax expires December 31, 2045; and (d) the Tax may not be amended to include any of the Excluded Activities without the prior consent of the Real Property owner. This Consent shall be binding on each of the OWNERS and CITY, and the successors and assigns of each of the OWNERS and CITY.

This instrument may be executed in any number of counterparts, each of which shall be an original and all of which counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

OWNER OF TAX LOTS 11 AND 15,

TOGETHER WITH ALL OF TAX LOT 2A AND  
PARTS OF TAX LOTS 2B1 AND 3 LYING  
NORTH AND WEST OF RAILROAD RIGHT-  
OF-WAY,

TOGETHER WITH NORTHWESTERLY PART  
OF TAX LOT 1A1B AND NORTHWESTERLY  
PART OF TAX LOTS 2B1 AND 3 LYING  
SOUTH AND EAST OF RAILROAD RIGHT-  
OF-WAY,

ALL LOCATED IN SECTION 17, TOWNSHIP  
14 NORTH, RANGE 12 EAST, OF THE 6<sup>TH</sup>  
P.M., SARPY COUNTY, NEBRASKA

---

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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

The foregoing Consent to Inclusion of Property in Enhanced Employment Area  
was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_, ("Company") on behalf of such Company.

[Seal]

---

Notary Public

OWNER OF LOTS 5 AND 6,  
SOUTHPORT EAST

---

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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

The foregoing Consent to Inclusion of Property in Enhanced Employment Area  
was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
a \_\_\_\_\_, ("Company") on behalf of such Company.

[Seal]

---

Notary Public

OWNER OF LOT 1, SOUTHPORT  
EAST REPLAT 1

---

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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

The foregoing Consent to Inclusion of Property in Enhanced Employment Area  
was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_, ("Company") on behalf of such Company.

[Seal]

---

Notary Public

OWNER OF LOT 11A, SOUTHPORT  
EAST REPLAT FIVE

---

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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

The foregoing Consent to Inclusion of Property in Enhanced Employment Area  
was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
a \_\_\_\_\_, ("Company") on behalf of such Company.

[Seal]

---

Notary Public

CITY OF LA VISTA, NEBRASKA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

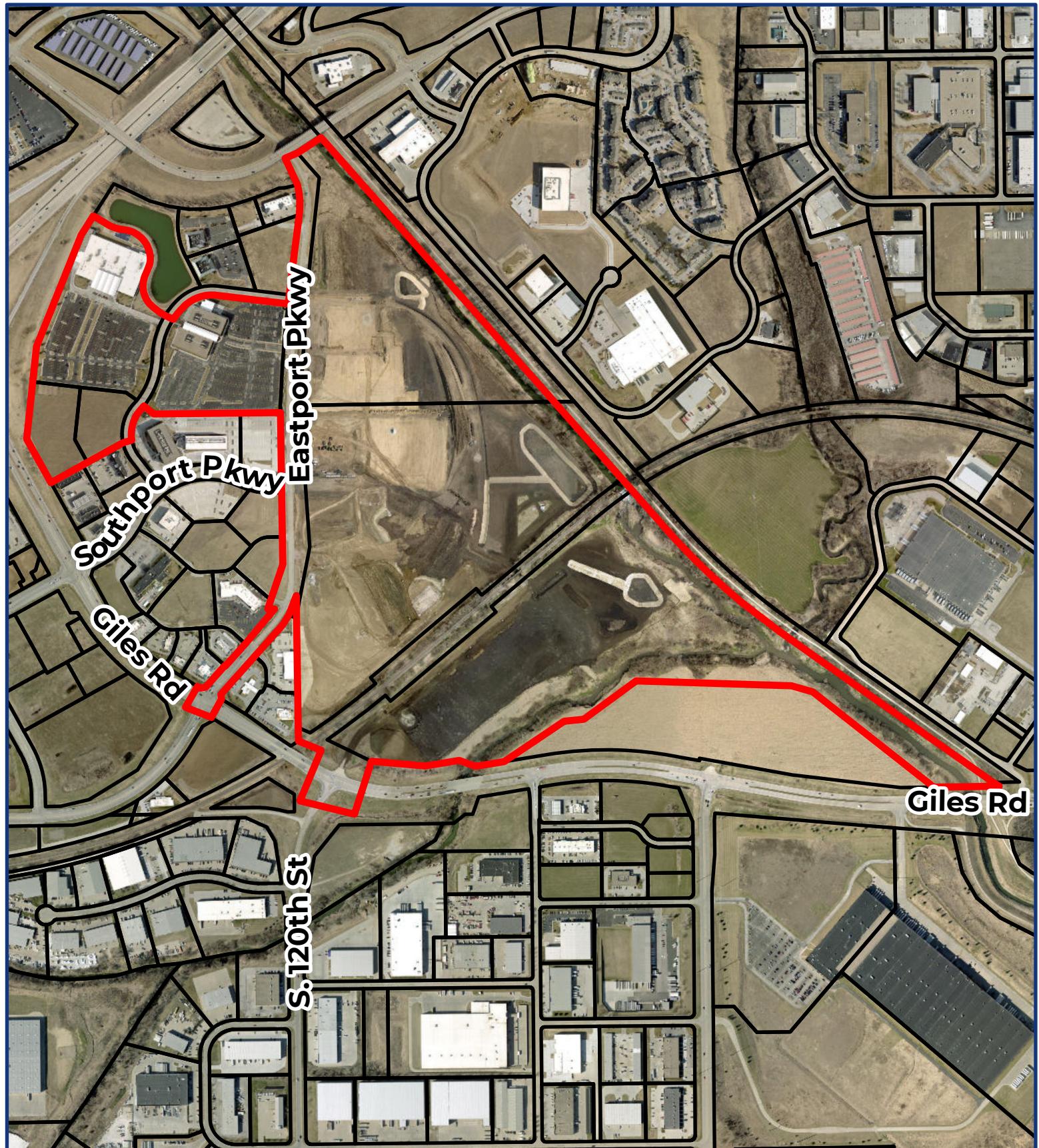
STATE OF NEBRASKA )  
                         ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Consent to Inclusion of Property in Enhanced Employment Area was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Douglas Kindig and Pamela A. Buethe, the Mayor and City Clerk of the City of La Vista, a Nebraska municipal corporation, ("City") on behalf of such City.

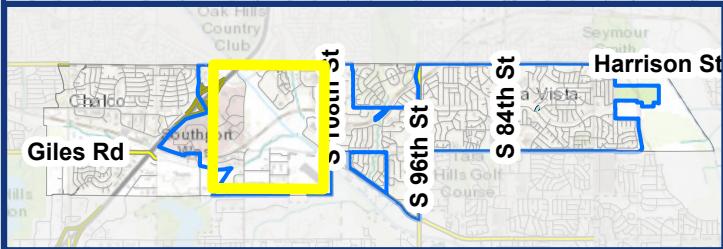
[Seal]

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Notary Public



## General Orientation Map: 120 Giles Enhanced Employment Area



### Legend

- Enhanced Employment Area
- Tax Parcels



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 16, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND COMPENSATION ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

**SYNOPSIS**

An ordinance has been prepared to amend the compensation ordinance to reflect new and updated position title and pay grades.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for these changes.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Staffing the pool continues to be a challenge with a lack of applicants and competition in the area for the similar position. In order to open the pool for our residents we must staff the pool adequately. Increasing the pay range for the pool staff will give us a more competitive advantage to attract lifeguards from other areas.

Assistant Finance Director position was previously approved by Council and now being added to the ordinance.

A redlined version of the compensation ordinance is attached for review.

**ORDINANCE NO. 1474**

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$8,000 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$16,000 per year.

Section 3. City Administrator. The compensation of the City Administrator shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be established by contractual agreement.

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules, set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Pay Grade
Asst. City Administrator/Dir. Community Services	28
City Clerk	22
City Engineer	24
Community Development Director	25
Director of Administrative Services	28
Director of Public Works	28
Finance Director	25
Human Resources Director	25
Library Director	22
Police Chief/Director of Public Safety	28
Recreation Director	22

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Pay Grade
Accountant	19
<u>Assistant Finance Director</u>	<u>21</u>
Assistant to City Administrator	18
Assistant Recreation Director	19
Associate Planner (Planner II)	19
Building Superintendent	20
Chief Building Official	20
Communication Manager	20
Community Events Coordinator	18
Deputy City Clerk	16
Deputy Director Public Works	24
Deputy Community Development Director	21
Financial Analyst	18
Information Technology Manager	20
Librarian II – Inter-Library Loan/Public Services	16
Librarian III - Assistant Director/Youth Services	18
Park Superintendent	20
Police Captain	23
Police Records Manager/Office Manager	14
Senior Planner (Planner III)	20

Position (salaried exempt cont.)	Pay Grade
Police Training Director	20
Police Training Instructor	16
Senior Services Manager	18
Street Superintendent	20
Youth and Adult Sports Manager	17

**Section 6. Hourly Non-Exempt Employees.** The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Pay Grade
Administrative Assistant I	5
Administrative Assistant II	8
Administrative Assistant III	10
Assistant Planner (Planner I)	17
Building Inspector II	16
Building Maintenance Worker I	9
Building Maintenance Worker II	11
Building Technician	13
Code Enforcement Officer	12
Communication Specialist	15
Engineer Assistant	18
Executive Assistant	13
Human Resources Generalist	15
Landscape Gardener	11
Librarian I	15
Librarian II – Computer/Reference Services	16
Maintenance Worker I	9
Maintenance Worker II	11
Mechanic	11
Park Foreman	14
Permit Technician	8
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	6
Sewer Foreman	14
Shop Foreman	15
Signal Technician	14
Street Foreman	14

**Section 7. Part-Time, Seasonal and Temporary Employees.** The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Pay Grade
Assistant Pool Manager	GD
Circulation Clerk I	A
Circulation Clerk II	D
Clerical Assistant/Receptionist	D
Custodian	C
Evidence Technician	F
Intern/Special Projects	D
Lifeguard	AB
Part-time & Seasonal PW All Divisions	C
Pool Manager	EF
Recreation Attendant	A
Recreation Attendant – Events	E
Shop Assistant	C
Special Services Bus Driver	C
Temporary/PT Professional (PW)	H

Part-time employees shall receive no benefits other than salary or such benefits as established in accordance with such rules as have been or may be established by Resolution of the City Council.

Section 8. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Section 20 of this Ordinance. For Fiscal year 2023 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

Section 9. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 10. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

Section 11. Health, Dental Life and Long-Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, 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 program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long-term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, 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. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

Section 12. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 13. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2018 through September 30, 2023," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full-time employees.
- C. Subject to subsection 14.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours overtime pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.
- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska,"

described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 16 of this Ordinance.

- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$150.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked that encompass the annual La Vista celebration outside of their normally scheduled work day. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.
- J. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective

**Section 14. Pay for Unused Sick Leave Upon Retirement or Death.** Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

A regular full-time employee's unused sick leave shall also 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 two 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 filed with the City Clerk a written designation of his or her estate as beneficiary of such payment.

**Section 15. Pay Periods.** All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

**Section 16. Public Works Lunch and Clean-up Times.** Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 17. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 18. Vacation Leave. Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall ~~not~~ be used in installments of ~~15 minute increments, less than one hour~~. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the workday.

Section 19. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 14, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

## Section 20. Wage Tables.

### Full Time Wages

Grade		Minimum	Midpoint	Maximum	Grade		Minimum	Midpoint	Maximum
32	Hourly	72.75	87.32	101.89	16	Hourly	26.79	32.15	37.51
	Annual	151,329	181,629	211,930		Annual	55,715	66,868	78,022
31	Hourly	67.94	81.55	95.15	15	Hourly	25.37	30.46	35.54
	Annual	141,322	169,619	197,915		Annual	52,779	63,354	73,929
30	Hourly	63.48	76.20	88.91	14	Hourly	24.08	28.90	33.73
	Annual	132,044	158,487	184,930		Annual	50,079	60,118	70,157
29	Hourly	59.37	71.27	83.16	13	Hourly	22.89	27.48	32.06
	Annual	123,493	148,233	172,972		Annual	47,615	57,150	66,686
28	Hourly	55.54	66.66	77.78	12	Hourly	21.76	26.12	30.47
	Annual	115,522	138,654	161,787		Annual	45,257	54,322	63,386
27	Hourly	52.03	62.45	72.87	11	Hourly	20.73	24.88	29.03
	Annual	108,215	129,890	151,565		Annual	43,115	51,750	60,386
26	Hourly	48.75	58.52	68.28	10	Hourly	19.78	23.75	27.71
	Annual	101,401	121,715	142,029		Annual	41,143	49,393	57,643
25	Hourly	45.70	54.85	64.01	9	Hourly	18.89	22.68	26.46
	Annual	95,058	114,097	133,136		Annual	39,300	47,165	55,029
24	Hourly	42.92	51.51	60.10	8	Hourly	18.08	21.70	25.32
	Annual	89,272	107,143	125,015		Annual	37,607	45,140	52,672
23	Hourly	40.29	48.36	56.44	7	Hourly	17.33	20.80	24.26
	Annual	83,808	100,597	117,386		Annual	36,043	43,254	50,465
22	Hourly	37.89	45.48	53.07	6	Hourly	16.62	19.95	23.28
	Annual	78,815	94,597	110,379		Annual	34,564	41,497	48,429
21	Hourly	35.68	42.82	49.97	5	Hourly	15.98	19.18	22.38
	Annual	74,208	89,068	103,929		Annual	33,236	39,889	46,543
20	Hourly	33.62	40.35	47.09	4	Hourly	15.35	18.43	21.50
	Annual	69,922	83,936	97,950		Annual	31,929	38,325	44,722
19	Hourly	31.70	38.05	44.40	3	Hourly	14.81	17.78	20.75
	Annual	65,936	79,147	92,358		Annual	30,814	36,986	43,157
18	Hourly	29.95	35.94	41.94	2	Hourly	14.30	17.16	20.03
	Annual	62,293	74,765	87,236		Annual	29,743	35,700	41,657
17	Hourly	28.30	33.97	39.63					
	Annual	58,865	70,650	82,436					

**Part-Time, Seasonal and Temporary  
Employee Wages**

<b>Grade</b>		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
A	Hourly	11.36	13.62	15.89
	Annual	11,814	14,165	16,526
B	Hourly	13.03	15.64	18.25
	Annual	13,554	16,264	18,975
C	Hourly	14.10	16.89	19.68
	Annual	14,668	17,566	20,464
D	Hourly	14.18	17.00	19.82
	Annual	14,743	17,679	20,614
E	Hourly	16.17	19.42	22.66
	Annual	16,822	20,197	23,572
F	Hourly	16.92	20.33	23.75
	Annual	17,593	21,145	24,697
G	Hourly	18.61	22.34	26.06
	Annual	19,350	23,229	27,107
H	Hourly	24.02	29.06	34.09
	Annual	24,986	30,219	35,453

**Fraternal Order of Police**

<b>Table 400</b>						
<b>FOP Collective Bargaining</b>						
<b>Hourly Non-Exempt</b>						
<b>Rate</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>426 Pay Grade</b>						
Hourly				\$ 44.10	\$ 45.93	\$ 48.85
Monthly				\$ 7,644	\$ 7,961	\$ 8,467
Annually				\$ 91,728	\$ 95,534	\$ 101,608
<b>423 Pay Grade</b>						
Hourly	\$ 28.91	\$ 30.86	\$ 33.93	\$ 35.90	\$ 39.19	\$ 41.22
Monthly	\$ 5,011	\$ 5,349	\$ 5,881	\$ 6,223	\$ 6,793	\$ 7,145
Annually	\$ 60,133	\$ 64,189	\$ 70,574	\$ 74,672	\$ 81,515	\$ 85,738

Section 21. Repeal of Ordinance No. 146374 Ordinance No.146374 originally passed and approved on the 176th day of JanuarySeptember 20223 is hereby repealed.

Section 22. Effective Date. This Ordinance shall take effect after, approval and publication as provided by law.

Section 23. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 167TH DAY OF MAYJANUARY 2023.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 16, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND INTERLOCAL AGREEMENT – SARPY COUNTY AND CITIES WASTEWATER AGENCY FOR “PILOT” FEES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to approve and authorize the First Amendment to the Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes (PILOT).

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval

**BACKGROUND**

The City of La Vista is a party to an agreement entered into pursuant to the Interlocal Cooperation Act set out in Neb. Rev. Stat. §13-801 et. Seq. by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”).

The Sewer Agency and Members are parties to that certain Revised Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes with an effective date of November 6, 2019 (the “PILOT Agreement”). The PILOT Agreement is authorized under Agency Resolution No. 2019-016, and pursuant to separate approvals by the governing bodies of each of the Members.

The Agency and the Members desire to amend the PILOT Agreement to clarify how and from what sources the Members are obligated to pay to the Agency their respective Member PILOT Contributions as defined in the PILOT Agreement attached as Exhibit “A”.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF TAXES (PILOT).

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.* (the "Act"), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "Formation Interlocal") and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency") (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal). The Formation Interlocal is incorporated herein by this reference; and

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board; and

WHEREAS, the City of La Vista is a Member of the Agency; and

WHEREAS, the Agency and the Members are parties to that certain Revised Interlocal Agreement from the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes with an effective date of November 6, 2019 (the "PILOT Agreement"); The PILOT Agreement is authorized under Agency and Resolution No. 2019-016, and pursuant to separate approvals by the governing bodies of each of the Members;

WHEREAS, the Agency and the Members desire to amend the PILOT Agreement to clarify how and from what sources the Members are obligated to pay to the Agency their respective Member PILOT Contributions (as defined in the PILOT Agreement);

WHEREAS, the Agency Board has discussed the proposed First Amendment to Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes in the form of the instrument attached hereto as **Exhibit "A"** (the "First Amendment"), and after discussion, the Agency Board has deemed it appropriate, necessary, convenient and advisable to approve the First Amendment, and authorize its execution on behalf of the Agency;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska that, pending approval of Sarpy County and the Cities of Bellevue, Springfield, Papillion, and Gretna, the First Amendment, a copy of which is attached hereto as Exhibit A, is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is hereby authorized to execute on behalf of the City of La Vista the First Amendment, as approved by the Sarpy County and

Cities Wastewater Agency at its November 6, 2019, Agency Board Meeting; and further that the Recitals above are incorporated into the Resolutions by reference.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

K:\APPS\City Hall\23 FINAL RESOLUTIONS\23. PILOT Interlocal  
Agreement 05.16.2023.Docx

**RESOLUTION APPROVING AND AUTHORIZING THE AGENCY BOARD CHAIR  
TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR  
THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT  
PAYMENTS IN LIEU OF TAXES**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.* (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the “Formation Interlocal”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal). The Formation Interlocal is incorporated herein by this reference;

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, the Agency and the Members are parties to that certain Revised Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes with an effective date of November 6, 2019 (the “PILOT Agreement”); The PILOT Agreement is authorized under Agency Resolution No. 2019-016, and pursuant to separate approvals by the governing bodies of each of the Members;

WHEREAS, the Agency and the Members desire to amend the PILOT Agreement to clarify how and from what sources the Members are obligated to pay to the Agency their respective Member PILOT Contributions (as defined in the PILOT Agreement);

WHEREAS, the Agency Board has discussed the proposed First Amendment to Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes in the form of the instrument attached hereto as **Exhibit “A”** (the “First Amendment”), and after discussion, the Agency Board has deemed it appropriate, necessary, convenient and advisable to approve the First Amendment, and authorize its execution on behalf of the Agency;

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the attached First Amendment is hereby approved and, to the extent not already approved prior to the date hereof, shall be presented to and subject to the approval of the individual governing body of each Member; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Agency Board Chair is hereby authorized to execute on behalf of the Agency Board the First Amendment.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 26th day of April, 2023.

Lisa A. Haine

Sarpy County and Cities  
Wastewater Agency Secretary



David R Kelly

Sarpy County and Cities Wastewater  
Agency Board Chair

**EXHIBIT A**

**First Amendment**

[Attached]

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR THE CONTRIBUTION  
AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU  
OF TAXES**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF TAXES (this “First Amendment”) is made by and between the County of Sarpy, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, the City of LaVista, Nebraska, and the City of Gretna, Nebraska (individually, a “Member”; collectively, the “Members”), and the Sarpy County and Cities Wastewater Agency (the “Agency”). Capitalized terms used herein shall have the same meaning as defined in the PILOT Agreement (as defined below), unless otherwise specified herein.

WHEREAS, the Agency and the Members are parties to that certain Revised Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes with an effective date of November 6, 2019 (the “PILOT Agreement”);

WHEREAS, the Agency and the Members desire to amend the PILOT Agreement to clarify how and from what sources the Members are obligated to pay to the Agency their respective Member PILOT Contributions under the PILOT Agreement; and

WHEREAS, the Agency and the Members agree to amend the PILOT Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Members agree as follows:

1. **Contribution to the Agency of Annual PILOT Distributions.** Effective January 1, 2022, the PILOT Agreement is hereby amended as follows:

(a) For purposes of calculating the Member PILOT Contributions due and payable to the Agency under the PILOT Agreement on and after January 1, 2022, the applicable “Baseline PILOT Distributions” shall be the corresponding amounts set forth on **Exhibit D-1** attached hereto and incorporated herein by reference. As of January 1, 2022, **Exhibit D-1** attached to this First Amendment shall replace and supersede Exhibit D attached to the PILOT Agreement.

(b) Beginning with Member PILOT Contributions due and payable by the applicable Members under the PILOT Agreement on and after January 1, 2022, the Members are not obligated to use Restricted Funds (as defined herein) toward the calculation of and the payment to the Agency of their respective Member PILOT Contributions. Annual PILOT Distributions collected by each respective Member that are allocated to Restricted Funds are exempt from the calculation and payment of the respective Member’s PILOT Contributions. For purposes of this section, the term “Restricted Funds” shall mean the applicable Member restricted funds described on **Schedule 1** attached hereto and incorporated herein by reference.

2. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this First Amendment, and the parties hereto shall further perform the applicable provisions of this First Amendment in good faith and with due diligence and in cooperation with the other parties. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

3. **Effective Date.** Except for as expressly modified by this First Amendment, the PILOT Agreement shall remain in full force and effect. This First Amendment shall not be effective until the governing body of each Member duly approves and executes this First Amendment. Such approvals shall include all actions of each Member prior to such date taken in reliance upon and in accordance with the terms of this First Amendment, and each Member shall furnish to the Agency a certified copy of the resolution of its governing body. This First Amendment shall be in full force and effect as of such effective date and shall continue until the PILOT Agreement is terminated in accordance with its terms.

4. **Miscellaneous.** No representations were made or relied upon by any party other than those that are expressly set forth herein. No agent, employee or other representative of any party is empowered to alter any of the terms hereof except as provided herein. If any provision of this First Amendment is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this First Amendment will remain in full force and effect. All covenants, stipulations and agreements in this First Amendment shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

The recitals at the beginning of this First Amendment and all other documents referenced in this First Amendment shall be incorporated herein by this reference.

This First Amendment is authorized by the vote and approval of the Agency and each Member at public meetings duly held in accordance with applicable law, and the following execution by their respective authorized representatives.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto set their hands to this First Amendment upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this 26th day of April, 2023.

SARPY COUNTY AND CITIES  
WASTEWATER AGENCY,  
A Political Subdivision



By David R Kelly  
Chairperson, Agency Board

ATTEST:

Lisa A. Hain  
Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this First Amendment upon the day and year hereinafter indicated.

Signed by Sarpy County this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SARPY COUNTY, NEBRASKA,  
A Political Subdivision

By \_\_\_\_\_  
Chairperson, Board of Commissioners

Attest:

---

Sarpy County Clerk

Approved as to form:

---

Sarpy County Attorney

IN WITNESS WHEREOF, the parties hereunto set their hands to this First Amendment upon the day and year hereinafter indicated.

Signed by the City of Bellevue this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF BELLEVUE, a Nebraska  
Municipal Corporation

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Sabrina Ohnmacht, City Clerk

---

Rusty Hike, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this First Amendment upon the day and year hereinafter indicated.

Signed by the City of Papillion this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF PAPILLION, a Nebraska  
Municipal Corporation

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Nicole Brown, City Clerk

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David P. Black, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this First Amendment upon the day and year hereinafter indicated.

Signed by the City of La Vista this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF LA VISTA, a Nebraska  
Municipal Corporation

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Pamela A. Buethe, City Clerk

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Douglas Kindig, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this First Amendment upon the day and year hereinafter indicated.

Signed by the City of Gretna this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF GRETNA, a Nebraska  
Municipal Corporation

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Tammy L. Tisdall, City Clerk

---

Mike Evans, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this First Amendment upon the day and year hereinafter indicated.

Signed by the City of Springfield this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska  
Municipal Corporation

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Kathleen Gottsch,  
City Administrator/City Clerk

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Robert Roseland, Mayor

CITY SEAL

## **SCHEDULE 1**

### **Restricted Funds**

<b><u>Agency Member</u></b>	<b><u>Restricted Fund Name</u></b>
Bellevue	Bellevue City Bond Fund
Gretna	Gretna City Bond Fund
Gretna	Gretna City Street Fund
Papillion	Papillion City Bond Fund
Papillion	Papillion Capital Improvement Fund
Springfield	Springfield City Bond Fund
Sarpy County	County Bond Fund
Sarpy County	County Sinking Fund

**EXHIBIT D-1**

**Baseline PILOT Distributions**

*Revised effective: January 1, 2022*

<b>Member</b>	<b>Baseline PILOT Distribution</b>
Bellevue	\$0.00
Gretna	\$5,168.93
Papillion	\$4,227.01
Sarpy County	\$21,171.08
Springfield	\$18,497.28
<b>Total</b>	<b>\$49,064.30</b>

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 16, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SARPY COUNTY AND CITIES WASTEWATER AGENCY – FY2023-2024 BUDGET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to approve the Sarpy County and Cities Wastewater Agency FY2023-2024 Budget.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval

**BACKGROUND**

The City of La Vista is a party to an agreement entered into pursuant to the Interlocal Cooperation Act set out in Neb. Rev. Stat. §13-801 et. Seq. by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”).

Pursuant to Section IX of the Formation Interlocal, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member. The Agency Board approved the FY2023-2024 budget on April 26, 2023, attached as Exhibit A, along with a copy of the related Agency approval resolution.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY PROPOSED FY2023-2024 BUDGET.

WHEREAS, the City of La Vista is a party to an agreement (the "Agreement") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the "Act"), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board approved the proposed FY2023-2024 Budget, which was approved by the Agency Board at the Agency's Board Meeting on April 26, 2023; and

WHEREAS, the City Council deems it appropriate and advisable to approve the proposed FY2023-2024 Budget which has been approved by the Agency Board.

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the proposed FY2023-2024 Budget is hereby approved.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER  
AGENCY FY2023-2024 BUDGET**

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, “Formation Interlocal”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the “Agency”);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board; and

WHEREAS, the Agency Board discussed the proposed FY2023-2024 Budget and after discussion the Board deemed it advisable to approve the proposed FY2023-2024 Budget, attached hereto as **Exhibit A**, and pursuant to Section IX of the Agency Formation Agreement the FY2023-2024 Budget shall be presented to the governing body of each Agency Member for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the FY2023-2024 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chair is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY2023-2024 Budget.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 26th day of April, 2023.

Lisa A. Haine

Sarpy County and Cities  
Wastewater Agency Secretary



Dundalk O'Byrne  
Sarpy County and Cities Wastewater  
Agency Board Chair

**Exhibit A**

**FY2023-2024 Budget**

[Attached]

**SARPY COUNTY & CITIES WASTEWATER AGENCY**

**FY 2024 DRAFT BUDGET**

**07/01/2023 to 06/30/2024**

	FY2023 Budget Amendment #1	Proposed FY2024 Budget	Amount Changed
<b>10000 Money Market</b>			
10010 Operation and Maintenance	\$ 1,424,075	\$ 1,920,729	\$ 496,654
10020 Loan Payment	\$ 1,500,000	\$ 1,520,625	\$ 20,625
10030 County Repayment	\$ -	\$ -	\$ -
10040 Surplus	\$ 4,171,519	\$ 2,558,646	\$ (1,612,873)
<b>Total 10000 Money Market</b>	<b>\$ 7,095,594</b>	<b>\$ 6,000,000</b>	<b>\$ (1,095,594)</b>
 <b>REVENUES:</b>			
25000 CWSRF Planning Loan	\$ -	\$ -	\$ -
25010 CWSRF Construction Loan	\$ 58,663,500	\$ 24,324,748	\$ (34,338,752)
25020 Additional Construction Loan (WIFIA) or Grants	\$ -	\$ 55,081,552	\$ 55,081,552
26000 Member PILOT Contributions	\$ 589,659	\$ 150,000	\$ (439,659)
28000 Bellevue Expanded Force Main Contribution	\$ 3,650,000	\$ 500,000	\$ (3,150,000)
40005 Gemini Customer Contribution Funds Used	\$ 5,970,000	\$ 2,790,000	\$ (3,180,000)
40100 Connection Fees	\$ 2,055,000	\$ 936,629	\$ (1,118,371)
40150 Springfield Omaha Sewer Charge Reimbursement	\$ -	\$ 32,000	\$ 32,000
40200 User Rate Charges	\$ -	\$ -	\$ -
40250 User Rate Charges - CWB (ISS)	\$ -	\$ 134,420	\$ 134,420
40300 Misc. Revenue	\$ -	\$ -	\$ -
40310 Federal Earmark	\$ 3,400,000	\$ 3,500,000	\$ 100,000
40320 Sarpy County ARPA Funds	\$ 7,000,000	\$ 500,000	\$ (6,500,000)
45001 Interest	\$ 150,000	\$ 105,000	\$ (45,000)
<b>TOTAL REVENUES:</b>	<b>\$ 81,478,159</b>	<b>\$ 88,054,349</b>	<b>\$ 6,576,190</b>
<b>TOTAL RESOURCES AVAILABLE:</b>	<b>\$ 88,573,753</b>	<b>\$ 94,054,349</b>	<b>\$ 5,480,596</b>
 <b>EXPENDITURES:</b>			
Principal Repayment to NDEE for Planning Loan	\$ 500,000	\$ 500,000	\$ -
60001 Financial Advisor Fees	\$ 200,000	\$ 200,000	\$ -
<b>60005 Consulting Fees</b>			
60005.01 Steven Jensen Consulting	\$ 30,000	\$ 5,000	\$ (25,000)
60005.02 Christine Myers Consulting	\$ 12,000	\$ 20,500	\$ 8,500
60005.40 Midwest ROW Consulting	\$ 442,000	\$ 50,000	\$ (392,000)
<b>Total 60005 Consulting Fees</b>	<b>\$ 484,000</b>	<b>\$ 75,500</b>	<b>\$ (408,500)</b>
<b>60006 Engineering Fees</b>			
60006.01 Misc. Engineering Fees	\$ 20,000	\$ 50,000	\$ 30,000
60006.02 Phase 1A Engineering Design Fees	\$ 150,000	\$ -	\$ (150,000)
60006.03 Task Order 3 Engineering Design Fees	\$ 31,000	\$ 24,500	\$ (6,500)
60006.04 ISS Engineering Design Fees	\$ -	\$ -	\$ -
<b>Total 60006 Engineering Fees</b>	<b>\$ 201,000</b>	<b>\$ 74,500</b>	<b>\$ (126,500)</b>
60007 Agency Loan Admin Fees	\$ 49,000	\$ 20,625	\$ (28,375)
<b>60010 Legal &amp; Professional Services</b>			
60020 Printing & Legal Notices	\$ 2,000	\$ 2,000	\$ -
60030 Insurance: Commercial Liability and Public Officials	\$ 28,500	\$ 31,350	\$ 2,850
60040 Bookkeeping, Financial Statements & Payroll Fees	\$ 60,000	\$ 150,000	\$ 90,000
60050 Audit Fees	\$ 18,000	\$ 25,000	\$ 7,000
60060 Legal Services	\$ 550,000	\$ 450,000	\$ (100,000)
60070 Other Professional Services	\$ 115,500	\$ 50,000	\$ (65,500)
60080 Rate Study Services	\$ 70,000	\$ 72,872	\$ 2,872
<b>Total 60010 Legal &amp; Professional Services</b>	<b>\$ 844,000</b>	<b>\$ 781,222</b>	<b>\$ (62,778)</b>

**SARPY COUNTY & CITIES WASTEWATER AGENCY**

**FY 2024 DRAFT BUDGET**

**07/01/2023 to 06/30/2024**

	FY2023 Budget Amendment #1	Proposed FY2024 Budget	Amount Changed
<b>60100 USSWS Project Costs</b>			
60110 Right-of-Way, Easements, and Land Acquisitions	\$ 1,700,000	\$ 60,000	\$ (1,640,000)
60120 Springfield Creek Interceptor Sewer (SCI)	\$ 6,200,000	\$ 2,200,000	\$ (4,000,000)
60130 Industrial Sewer System (ISS)	\$ 5,700,000	\$ 1,000,000	\$ (4,700,000)
60140 Lift Stations (LS)	\$ 8,930,000	\$ 19,627,400	\$ 10,697,400
60143 Force Main, Segments 1-4 (FM)	\$ 43,360,000	\$ 58,066,000	\$ 14,706,000
60146 Zwiebel Creek Subbasin 3 Interceptor Sewer (ZC3)	\$ 5,350,000	\$ 1,390,100	\$ (3,959,900)
60148 Odor Control Equipment	\$ -	\$ 230,000	\$ 230,000
60150 SCI Bid Phase Services	\$ -	\$ -	\$ -
60160 ISS Bid Phase Services	\$ -	\$ -	\$ -
60170 SCI Construction Phase Services	\$ 415,500	\$ 50,000	\$ (365,500)
60175 HDR LS, FM & ZC3 Phase 1A Construction Phase Services	\$ 1,600,000	\$ 911,000	\$ (689,000)
60180 ISS Construction Phase Services	\$ 366,000	\$ 50,000	\$ (316,000)
60185 LS, FM & ZC3 Phase 1A Construction Testing; Surveying	\$ 315,000	\$ 297,300	\$ (17,700)
<b>Total 60100 USSWS Project Costs</b>	<b>\$ 73,936,500</b>	<b>\$ 83,881,800</b>	<b>\$ 9,945,300</b>
<b>62000 USSWS Operations &amp; Maintenance</b>			
62010 ISS/Basin Electrical O&M	\$ 500	\$ 2,000	\$ 1,500
62020 ISS/Basin Grounds O&M	\$ 2,500	\$ 5,000	\$ 2,500
62030 ISS Line O&M	\$ 500	\$ 1,000	\$ 500
62040 ISS/Basin Manhole/Structure O&M	\$ 500	\$ 1,000	\$ 500
62050 ISS/Basin Misc. O&M	\$ 500	\$ 1,000	\$ 500
62060 ISS/Basin Permit Complaince	\$ 500	\$ 5,000	\$ 4,500
62070 ISS/Basin Sampling & Testing	\$ 1,200	\$ 10,000	\$ 8,800
62080 ISS/Basin Software	\$ 1,500	\$ 5,000	\$ 3,500
62090 ISS/Basin Supply Power	\$ 1,200	\$ 5,000	\$ 3,800
62100 ISS/Basin Wireless/Internet	\$ 1,200	\$ 1,500	\$ 300
62310 USSWS Electrical O&M	\$ -	\$ -	\$ -
62320 USSWS Grounds O&M	\$ 2,500	\$ 2,500	\$ -
62330 USSWS Line O&M	\$ -	\$ 55,000	\$ 55,000
62340 USSWS Manhole O&M	\$ -	\$ -	\$ -
62350 USSWS Misc. O&M	\$ 500	\$ 500	\$ -
62360 USSWS Permit Complaince	\$ 500	\$ -	\$ (500)
62370 USSWS Sampling & Testing	\$ 500	\$ -	\$ (500)
62380 USSWS SCADA System	\$ -	\$ -	\$ -
62390 USSWS Supply Power	\$ 600	\$ 25,000	\$ 24,400
62400 USSWS Wireless/Internet	\$ 600	\$ -	\$ (600)
62500 USSWS One-Call Locates	\$ -	\$ 2,500	\$ 2,500
62510 ISS One-Call Locates	\$ 300	\$ 1,500	\$ 1,200
62540 Misc. Shipping	\$ 100	\$ 500	\$ 400
62550 Contracted Services	\$ 1,000	\$ 13,600	\$ 12,600
62660 Flow Metering Expense	\$ -	\$ 350,000	\$ 350,000
62700 Omaha Capital Connection Fees	\$ -	\$ 243,190	\$ 243,190
62950 O&M Contingency Funds	\$ 10,000	\$ 10,000	\$ -
<b>Total 62000 USSWS Operations &amp; Maintenance</b>	<b>\$ 26,700</b>	<b>\$ 740,790</b>	<b>\$ 714,090</b>
<b>63000 Vehicles &amp; O&amp;M Equipment</b>			
63001 Vehicles	\$ 60,300	\$ 88,500	\$ 28,200
63003 Large Equipment (+\$5,000)	\$ 6,000	\$ 42,100	\$ 36,100
63006 Small Equipment (-\$5,000)	\$ 3,500	\$ 15,000	\$ 11,500
63008 Equipment/Tool Rental	\$ 3,000	\$ -	\$ (3,000)
63010 Vehicle Fuel	\$ 9,000	\$ 9,600	\$ 600
63020 Equipment Fuel	\$ 1,000	\$ 7,400	\$ 6,400
63040 Vehicle Repairs & Maintenance	\$ 4,000	\$ 4,000	\$ -
63050 Equipment Repairs & Maintenance	\$ -	\$ 16,200	\$ 16,200

**SARPY COUNTY & CITIES WASTEWATER AGENCY**

**FY 2024 DRAFT BUDGET**

**07/01/2023 to 06/30/2024**

	<b>FY2023 Budget Amendment #1</b>	<b>Proposed FY2024 Budget</b>	<b>Amount Changed</b>
63070 Safety / PPE	\$ 2,000	\$ 2,000	\$ -
63090 Insurance: Commercial Automobile	\$ 3,500	\$ 3,850	\$ 350
63950 Equipment Contingency Funds	\$ 10,000	\$ 10,000	\$ -
<b>Total 63000 Vehicles &amp; O&amp;M Equipment</b>	<b">\$ 102,300</b">	<b>\$ 198,650</b>	<b>\$ 96,350</b>
<b>64000 Office Equipment &amp; Supplies</b>			
64005 Office Supplies	\$ 300	\$ 500	\$ 200
64010 Office Tools, Equipment & Maintenance	\$ 600	\$ 1,500	\$ 900
64020 Computers, Printers & Furniture	\$ 6,000	\$ 3,000	\$ (3,000)
64030 Software / SAS	\$ 17,000	\$ 16,400	\$ (600)
64035 SCIS IT Services	\$ 12,000	\$ 12,000	\$ -
64040 Insurance: Electronic Data Processing	\$ 250	\$ 275	\$ 25
64050 Office Rental	\$ 18,000	\$ 9,000	\$ (9,000)
64060 Postage & Shipping	\$ 90	\$ 200	\$ 110
<b>Total 64000 Office Equipment &amp; Supplies</b>	<b>\$ 54,240</b>	<b>\$ 42,875</b>	<b>\$ (11,365)</b>
<b>65000 Personnel &amp; Benefits</b>			
65010 Salaries, Full Time	\$ 226,000	\$ 237,300	\$ 11,300
65012 Phone Allowance	\$ 2,400	\$ 2,400	\$ -
65020 Payroll Taxes	\$ 18,080	\$ 18,984	\$ 904
65030 Deferred Compensation	\$ 27,500	\$ 28,875	\$ 1,375
65040 Health Insurance	\$ 50,000	\$ 52,500	\$ 2,500
65045 Post-Employment Health Insurance Plan	\$ 2,845	\$ 2,987	\$ 142
65050 Dental Insurance	\$ 1,800	\$ 1,890	\$ 90
65060 Life Insurance	\$ 110	\$ 116	\$ 6
65070 Disability Insurance	\$ 800	\$ 840	\$ 40
65080 Unemployment / Benefit Payout	\$ 1,000	\$ 1,050	\$ 50
65090 Workers Compensation Insurance	\$ 12,500	\$ 13,750	\$ 1,250
65100 Uniform Allowance	\$ 2,500	\$ 1,500	\$ (1,000)
65110 Licenses / Certifications	\$ 1,500	\$ 2,000	\$ 500
65120 Books / Periodicals	\$ 500	\$ 500	\$ -
65130 Organizational Dues	\$ 1,800	\$ 2,000	\$ 200
65140 Professional Dev. / Conferences	\$ 2,000	\$ 2,500	\$ 500
65150 Travel & Lodging	\$ 2,000	\$ 2,500	\$ 500
65160 Recruitment & Onboarding	\$ 1,000	\$ -	\$ (1,000)
65170 Personnel Contingency Funds	\$ 10,000	\$ 10,000	\$ 10,000
<b>Total 65000 Personnel &amp; Benefits</b>	<b>\$ 364,335</b>	<b>\$ 381,692</b>	<b>\$ 17,357</b>
<b>TOTAL EXPENDITURES:</b>	<b>\$ 76,762,075</b>	<b>\$ 86,897,654</b>	<b>\$ 10,135,579</b>
<b>NET REVENUES - EXPENDITURES:</b>	<b>\$ 4,716,084</b>	<b>\$ 1,156,696</b>	<b>\$ (3,559,388)</b>
<b>ENDING MONEY MARKET BALANCE:</b>	<b>\$ 11,811,678</b>	<b>\$ 7,156,696</b>	<b>\$ (4,654,982)</b>

FY 2024 Budget Adopted by Agency Governing Body: 4/26/2023

FY 2024 Budget Adopted by Sarpy County Governing Body: \_\_\_\_\_

FY 2024 Budget Adopted by Bellevue Governing Body: \_\_\_\_\_

FY 2024 Budget Adopted by Gretna Governing Body: \_\_\_\_\_

FY 2024 Budget Adopted by La Vista Governing Body: \_\_\_\_\_

FY 2024 Budget Adopted by Papillion Governing Body: \_\_\_\_\_

FY 2024 Budget Adopted by Springfield Governing Body: \_\_\_\_\_

FY 2024 Agency Budget Effective Date: \_\_\_\_\_

\*Budget becomes effective upon approval by the governing bodies of all participating entities.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 16, 2023**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE CITY ADMINISTRATOR TO APPROVE STANDARD OPERATION POLICIES THAT COVER SECURE PROCEDURES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to authorize the City Administrator to approve Standard Operation Policies that cover secure procedures for the City of La Vista.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval.

**BACKGROUND**

The city staff has determined that there are some Standard Operations Policies (SOP's) that need to be established to identify procedures for secure processes such as cyber risk and facility camera security. As we move forward in an age of continued attacks on technology and all areas of government operations, it is important to have policies in place for those that need to know what to do when setting up secure processes but would not be made publicly available for security purposes. A list of Standard Operation Policies the City Administrator approves along with any agreements will be kept secure.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE STANDARD OPERATION POLICIES OF THE CITY OF LA VISTA PERTAINING TO PROTECTION OF SECURITY.

WHEREAS, the City Council has determined that it is necessary and desirable to create Standard Operation Policies as a means of establishing guidelines and direction governing officials, employees and facilities, equipment and other property of the City of La Vista; and

WHEREAS, it has been determined that some Standard Operation Policies pertaining to security are sensitive in nature ("Sensitive Security Policies") and publicly disclosing them could jeopardize public safety, property or other public interests.

WHEREAS, the City Council desires to authorize the City Administrator or her/his designee to oversee, determine, develop and approve, and from time to time amend or replace, such Sensitive Security Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the City Administrator or his or her designee, to determine, develop and approve, and from time amend or replace, any Sensitive Security Policies as Standard Operation Policies of the City of La Vista, subject to such direction and approval of the Mayor as the Mayor determines necessary or appropriate.

FURTHER RESOLVED, that Sensitive Security Policies shall be (i) maintained by the City Clerk in a reasonably secure manner to reduce the likelihood of unintended disclosure and (ii) made available for review of any Councilmember at his or her request.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 16, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO INVEST CITY FUNDS WITH NEBRASKA FEDERAL INVESTMENT TRUST	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the investment of city funds with the Nebraska Federal Investment Trust (NFIT) and designating authorized officials for investment purposes.

**FISCAL IMPACT**

The City may invest excess funds with NFIT at a rate competitive with other investment options.

**RECOMMENDATION**

Approval.

**BACKGROUND**

NFIT is a program of Union Bank & Trust (UBT) that utilizes UBT's Short Term Federal Investment Trust (STFIT) which is a trust and custodial account arrangement through Union Bank's Wealth Management Division. Participation in NFIT will provide the City a flexible investment alternative.

A copy of the Business STFIT Agreement & Application is on file with the City Clerk for review.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH UNION BANK & TRUST (UBT) FOR INVESTMENT OF FUNDS WITH NEBRASKA FEDERAL INVESTMENT TRUST THAT UTILIZES UBT'S SHORT TERM FEDERAL INVESTMENT TRUST.

WHEREAS, Nebraska Law expressly allows public agencies to invest surplus or excess funds; and

WHEREAS, an Information Statement and Business Agreement and Application relating to the Nebraska Federal Investment Trust has been presented to the La Vista City Council; and

WHEREAS, the La Vista City Council deems it advisable for the City of La Vista to enter into the Agreement with Union Bank & Trust to allow investment of funds with Nebraska Federal Investment Trust that utilizes UBT's Short Term Federal Investment Trust for the investment of the City of La Vista's money.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska:

1. That the City of La Vista shall and hereby does authorize the Mayor to execute an agreement with Union Bank & Trust to allow investment of funds with Nebraska Federal Investment Trust that utilizes UBT's Short Term Federal Investment Trust
2. That the City of La Vista is hereby authorized to invest its available funds from time to time and to withdraw such funds from time to time in accordance with the provisions of the agreement.
3. The City of La Vista hereby delegates all authority and duties which the law otherwise authorizes it to delegate in accordance with the agreement. The following officers and officials of the City of La Vista and their respective successors in office each are hereby designated as "Agents" and are authorized to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by the City of La Vista into the Agreement and to effectuate the investment and withdrawal of monies of the City of La Vista from time to time in accordance with the Agreement

Douglas Kindig, Mayor

Kim Thomas, City Council President

Brenda S. Gunn, City Administrator

Kevin Pokorny, Director of Administrative Services

Meg Harris, Finance Director

Pamela A. Buethe, City Clerk

An Authorized Official of the City of La Vista shall advise the Nebraska Public Agency Investment Trust of any changes in the Authorized Officials in accordance with procedures established by the Agreement.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution being the same are hereby rescinded.

BE IT FURTHER RESOLVED that the Mayor and City Council of the City of La Vista Nebraska to hereby authorize the City to enter into an agreement with Union Bank & Trust (UBT for investment of funds with Nebraska Federal Investment Trust that utilizes UBT's short Term Federal Investment Trust in a form satisfactory to the City Administrator and City Attorney.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



Invested In Local Success

Program of **UBT**

## A UNIQUE INVESTMENT FOR YOUR EXCESS DAILY FUNDS

Nebraska Federal Investment Trust (NFIT) is a program of Union Bank & Trust Company (UBT) that utilizes UBT's Short Term Federal Investment Trust (STFIT). STFIT is a trust and custodial account arrangement through Union Bank's Wealth Management Division. This unique investment is designed for daily investment of funds by accredited and sophisticated investors.

Your trust account may own a mix of U.S. government and agency securities, student loans, student loan asset-backed securities, student loan participations, FDIC insured Certificates of Deposit and other assets as described in the STFIT Disclosure Statement.

Union Bank & Trust has been trustee of these types of trust accounts since 1969.

### **Your Funds are Accessible**

Funds are made available to STFIT trust customers daily. Withdrawals can be made by phone, written instruction, or wire transfer to a pre-identified account. Sweep arrangements between accounts may also be established.

### **Investment Protection**

Your investment is protected in several ways:

- Holding the funds in trust serves to protect your assets from the claims of creditors of Union Bank.
- Student loan asset-backed securities feature a number of built-in safety and protection features.
- U.S. Treasury securities are backed by the full faith and credit of the United States Government.
- Government Agency securities are debt obligations issued by U.S. Government Sponsored Entities.
- STFIT accounts are not bank deposits, are not FDIC insured, and may lose value.

## ANSWERING YOUR QUESTIONS

### **What investments are within a STFIT account?**

When you invest in a STFIT account, interests in a mix of U.S. government and agency securities, student loans, student loan asset-backed securities, student loan participations, FDIC insured Certificates of Deposit and other assets as described in the STFIT Disclosure Statement are purchased for your trust account. Through the trust agreement, you retain beneficial ownership of these securities and receive all the income earned, net of trustee fees and related costs.

The assets purchased for a STFIT trust account are not insured by the FDIC. Holding of assets in trust, however, serves to protect such assets from the claims of creditors of Union Bank & Trust.

### **How do I invest and withdraw investment funds?**

Funds can be directed to us by wire transfer or by check. Subject to the terms of the trust agreement, withdrawals can be made by phone, written instruction, or wire transfer into a pre-identified account.

Union Bank & Trust  
6811 S 27th Street  
PO Box 82529  
Lincoln, NE 68501-2529  
888.307.8348

We will, subject to the terms of the STFIT trust agreement, attempt (and historically have been able) to accomplish withdrawal of assets on the same business day, if instructions are received by 11:00am. If instructions are received after 11:00am, the withdrawal of assets has been historically completed the following business day.

#### **How is income distributed on my investment?**

Income is paid monthly. Income is reinvested in the STFIT account or by credit to another Union Bank & Trust account.

#### **What are the fees involved in this account?**

As a STFIT beneficiary, you are entitled to receive all the income of the assets held in trust on your behalf, net of trustee fees and related costs. The fees charged vary by the type of investments owned in the STFIT Account. These fees are listed in the Disclosure Statement. Union Bank & Trust assesses no fees for transferring funds to or from the STFIT account. There are no sales charges associated with a STFIT account.

#### **What kind of statements and verifications will I receive?**

Transactional statements showing investments, withdrawals and interest paid will be mailed monthly. Your account information may be viewed via the Internet with Union Bank & Trust's Online Banking or Business Banking Online. Call for more information. Statements identifying the assets owned in trust in your account are available upon request.

#### **How will I know my rate of investment return?**

Your net yield will reflect the net income earned on the mix of assets in your STFIT account and will vary as the asset mix varies. It is our objective to provide an asset mix representative of the securities available which will maximize income while maintaining quality and liquidity. We can tell you what you earned yesterday in your STFIT account and will be able to forecast a range in which you may anticipate a yield.

#### **How do I open a STFIT account?**

You may open a STFIT account by completing and signing the STFIT Agreement and Application, identifying the title of the account, address and tax identification number. For more information, please call or mail your inquiry using the phone numbers and address listed on the reverse side of this brochure.

#### **How do I transfer funds to or from my STFIT account?**

If you are making STFIT transfers to or from another Union Bank & Trust account, call our Investment Desk.

If you are transferring funds to your STFIT account from another bank, you may wire the investment directly to your account by providing the following information to the originating bank:

- Union Bank & Trust Company's routing number is 104910795.
- Include your STFIT account number, name and address with your wire request.

Please call Union Bank & Trust and inform the Investment Desk of the transfer, including your STFIT account number and any subaccount numbers. This will ensure credit is given to the proper investment account.

Collected funds must be received by 11:00am to begin earning interest that day. To withdraw from your STFIT account, call UBT's Investment Desk with the amount of the transfer, your STFIT account number, and the bank account number to which you want your funds transferred.

**Union Bank & Trust Investment Desk 402.323.1600 or toll-free 888.307.8348**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 16, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SOFTWARE AGREEMENT & PURCHASE – PARKING GARAGES	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

**SYNOPSIS**

A resolution has been prepared to authorize a Software Agreement with Fisher Parking & Security, Inc. to provide parking management software for Parking Garage No. 1 and Parking Garage No. 2 and authorize the purchase of TIBA SPARK Suite Platform from Fisher Parking & Security, Inc in an annual amount not to exceed \$9,936.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City currently uses TIBA Parking Systems equipment and SmartPark software to control parking in Garage No. 1. Since the completion of Garage No. 1, parking software and technology has advanced and TIBA now offers a cloud-based, web environment called TIBA SPARK that allows us to control, manage, and monitor all city parking facilities from a central location from any device with a web browser. With SPARK being a cloud-based platform, physical software and servers are no longer required, which can help reduce operating costs and staff time to manage the systems. Using the SPARK software parking control solution will provide the City with an unmatched parking management system, which will ultimately lead to a better visitor experience.

When Garage No. 2 was designed, TIBA was selected to ensure both facilities were operating with the same equipment and software. During construction, SPARK was selected as the platform for Garage No. 2. SPARK is a “Software as a Service” (SaaS) solution that requires a five-year subscription term, of which two years must be paid upfront since that is the warranty requirement of our contractor. Therefore, they will be required to pay this fee within the scope of the Garage No. 2 contract.

To provide the most seamless experience and integration between the two garages, we must also bring Garage No. 1 into the SPARK system. Since Garage No. 1 is not the contractor’s responsibility, the City must pay two-years upfront for the site totaling \$9,936. After the initial two years of the five-year term, the City will be responsible for an annual payment of \$9,936 for the life of the system for both sites.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A SOFTWARE AGREEMENT WITH FISHER PARKING & SECURITY, INC TO PROVIDE PARKING MANAGEMENT SOFTWARE FOR PARKING GARAGE NO. 1 AND PARKING GARAGE NO. 2.

WHEREAS, the Mayor and City Council have determined that parking management software for Parking Garage No. 1 and Parking Garage No. 2; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed service,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the execution of a Software Agreement with Fisher Parking & Security, Inc for Parking Garage No.1 and Parking Garage No. 2.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TIBA SPARK SUITE PLATFORM FROM FISHER PARKING & SECURITY, INC IN AN AMOUNT NOT TO EXCEED \$9,936.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of TIBA SPARK Suite Platform is necessary; and

WHEREAS, the FY23/FY24 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 TIBA SPARK Suite Platform from Fisher Parking & Security, Inc in an amount not to exceed \$9,936.00.

PASSED AND APPROVED THIS 16TH DAY OF MAY 2023.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

PLEASE READ THIS AGREEMENT BEFORE USING TIBA SOFTWARE by FISHER. BY ACCESSING OR USING THE TIBA PARKING FACILITY MANAGEMENT SOFTWARE OR SERVICES OFFERING, YOU ("the Customer") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS, OR USE THE SERVICES. This Software Service Agreement ("Agreement") is entered into between Customer: City of La Vista, Nebraska ("Customer") with its principal place of business at: 8116 Park View Blvd, La Vista, NE 68128 and Fisher Parking & Security, Inc. a Missouri corporation ("FISHER"), with its principal place of business at 15014 NE 116<sup>th</sup> Street, Kearney, Missouri 64060. FISHER and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and Orders placed thereunder.

## 1. DEFINITIONS

"Administrator User" means each Customer employee designated by Customer to serve as technical administrator of the Software Services on Customer's behalf. Each Administrator User must complete training and qualification requirements reasonably required by FISHER and/or TIBA Parking, LLC. ("TIBA")

"Customer Content" means all data and materials provided by Customer to FISHER and/or TIBA for use in connection with the Software Services, including, without limitation, customer applications, data files, and graphics.

"Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by FISHER and/or TIBA to Customer regarding the use or operation of the Software Services.

"Host" means the physical or virtual server and commercial operating system on which the TIBA brand facility management Software is installed, which is owned and operated by Customer, FISHER and/or TIBA or its subcontractors.

"User" means a named individual to whom Customer has granted access to use the System on Customer's behalf, regardless of whether or not the User actually accesses the Software. Users may be Customer's employees, consultants, contractors, or agents.

"Maintenance Services" means the support and maintenance services provided by FISHER and/or TIBA to Customer pursuant to this Agreement.

"Other Services" means all technical and non-technical services performed or delivered by FISHER under this Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the Software Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a Schedule and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.

"Schedule" is a written list of TIBA licensed software modules included in this Software Agreement or executed separately by FISHER and Customer for the purpose of purchasing or subscribing to the Software Services under the terms and conditions of this Software Agreement

"Software" means the object code version of any software to which Customer is provided access as part of the Service, including any updates or new versions.

"Software Services" refer to the specific FISHER and/or TIBA internet-accessible service identified in the Schedule defined in this agreement that provides use of TIBA's facility management Software that is hosted offsite by AWS in a location best determined by TIBA and AWS and made available to Customer over a network pursuant to this Agreement.

"AWS" is short for Amazon Web Services, a subsidiary of Amazon that provides on-demand cloud computing platforms and APIs to individuals, companies, and governments. AWS is utilized by TIBA for cloud hosting services.

"Subscription Term" shall mean that period specified in the Schedule during which Customer will have access and use of the Software through FISHER and/or TIBA's Software Services. The Subscription Term shall be 60-months

and renew for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 45 days before the first day of any renewal term.

## 2. SOFTWARE SERVICES

- 2.1. During the Subscription Term, Customer will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software Services solely for your internal business operations subject to the terms of this Agreement and up to the number of Users documented in the Schedule.
- 2.2. Customer acknowledges that this Agreement is a services agreement and FISHER and/or TIBA reserve the right not to be delivering copies of the Software to Customer as part of the Software Services.

## 3. CUSTOMER RESPONSIBILITIES

- 3.1. **Restrictions.** Customer shall not, and shall not as a result of failure to exercise reasonable care permit anyone to: (i) copy or republish the Software Services or Software, (ii) make the Software Services available to any person other than authorized Users, (iii) use or access the Software Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the Software Services or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the Software Services or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Software Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the Software Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, FISHER and/or TIBA shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this Software Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all rights, title, and interest it may have in the foregoing to FISHER and/or TIBA.
- 3.2. **System Administrator; User Access.** Customer shall designate one or more System Administrators. System Administrators shall be responsible for managing User access, including adding and subtracting Users. The System Administrator shall exercise reasonable care to prevent multiple Users from sharing a password or username. Customer acknowledges and agrees that it is prohibited from sharing passwords and/or usernames with unauthorized users.
- 3.3. **Customer Data.** Customer owns all rights, title and interest in the Customer Data. Customer hereby grants to FISHER and/or TIBA, a non-exclusive, non-transferable non-sublicensable right and license to use, copy, transmit, modify, and display the Customer Data solely for purposes of Customer's use of the System. FISHER and/or TIBA shall not use the Customer Data except to improve the System and as necessary to perform its obligations hereunder.
- 3.4. **Sensitive Data. Customer Responsibilities.** Customer acknowledges that the System is not intended for use with protected health information under HIPAA, or other similarly sensitive personal information, and that Customer assumes all risk arising from use of any such sensitive information with the System, including the risk of any inadvertent disclosure or unauthorized access thereto. Customer shall exercise reasonable care, so Customer and Customer's Users' use of the System is in compliance with all applicable laws and governmental regulations and Customer acknowledges that Customer assumes all risk arising from any such use that is not compliant with applicable laws and regulations.

3.5. Security. Customer is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its users' compliance with the terms of this Agreement. FISHER and/or TIBA, subject to exercise of reasonable care, will act as though any electronic communications it receives under Customer's usernames have been sent by Customer. Customer will immediately notify FISHER and/or TIBA if it becomes aware of any loss or theft or unauthorized use of any of Customer's passwords or usernames. FISHER and/or TIBA has the right at any time to terminate or suspend access to any User or to Customer if FISHER and/or TIBA reasonably believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or the network.

3.6. Compliance with Laws. Customer, Fisher, and TIBA shall comply with all applicable local, state, national and foreign laws in connection with its use of the Software Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that FISHER and/or TIBA exercises no control over the content of the information transmitted by Customer or the Users through the Software Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

3.7. Customer Input. Customer is solely responsible for collecting, inputting, and updating all Customer Content stored on the Host, and shall exercise reasonable care so Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark, or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (i) notify FISHER and/or TIBA immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to FISHER and/or TIBA immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Customer or any User, and (iii) not provide false identity information to gain access to or use the Service

4. Software maintenance and subscription Schedule. Owner shall acknowledge the software payment schedule outlined in this section. Terms of payment for the selected schedule shall be in accordance with section 5.

.1 Five Year SaaS with 2-Year Upfront software payment of \$9,936. The remaining 2-Year Upfront software payment of \$9,936.00 will be paid separate from this agreement. After the initial two years of the 5-year term, the City shall be responsible for an annual payment of \$9,936.00 for the remainder of the agreement term.

.2 [REDACTED] initial owner acknowledgement

<b>TIBA SOFTWARE SCHEDULE – 2-Year Upfront</b>	<b>FEE</b>
TIBA SPARK, Core System [site1]	\$ 414.00
TIBA SPARK, Core System [site2]	\$ 414.00
TIBA SPARK, eGuest + eCoupon	\$ 0.00
TIBA SPARK, TIB@PAY EMV	\$ 0.00
Monthly Price Total, 5-Year Term, Paid 2-Years Upfront	\$ 828.00

.3 Any 3<sup>rd</sup> party interfaces include TIBA interface only. Owner must contract with 3<sup>rd</sup> party independently.

.4 Unless agreed to by the parties all subscriptions at the end of each term shall be automatically renewed at the annual pricing level.

.5 Payment schedule. Initial FMS Software Fee is due at system startup and per selection due from that date forward for a period of five years. Annual payment level may be paid on a monthly or quarterly schedule. Please see section 5 for payment requirements.

.6 Customer contacts:

<b>Customer Billing Information</b>						
Company Name:	City of La Vista		TAX ID:	47-6050031	Tax Exempt:	<input type="checkbox"/> Yes
Street Address:	8116 Park View Blvd.					
City:	La Vista	State:	NE	ZIP:	68136	Country: USA
Contact Person:	Ryan South	E-mail:	rsouth@cityoflavista.org			
Tel:	402-331-4343	Fax:			Cell:	

<b>Site Contact Information</b>						
Facility Name:	Parking Garage #2					
Street Address:	7875 South 84 <sup>th</sup> Street					
City:	La Vista	State:	NE	ZIP:	68128	Country: USA
Contact Person:	Ryan South	E-mail:	rsouth@cityoflavista.org			
Tel:	402-331-4343	Fax:			Cell:	

## 5. ORDERS and PAYMENT

- 5.1. Customer shall order Software Services pursuant to the Deployment Schedule provided as an addendum to this agreement. All services acquired by Customer shall be governed exclusively by this Software Agreement and the applicable Deployment Schedule. In the event of a conflict between the terms of the Deployment Schedule and this Software Agreement, the terms of this Agreement shall take precedence.
  - 5.1.1. Invoicing. FISHER shall invoice Customer for all fees on the Schedule for the 2-Year Upfront software payment described in section 4.1 forty-five (45) days before the Effective Date outlined in the Deployment Schedule. Thereafter, Customer shall receive invoicing on a monthly, quarterly, or annual basis elected by Customer.
  - 5.1.2. Payments. Customer shall pay the 2-Year Upfront software payment described in section 4.1 within days after Customer receives the invoice. Customer thereafter will pay fees for services provided during a month within 45 days after the end of such month. Any Customer that chooses to enroll in monthly or quarterly billing shall place a credit card on-file for automatic billing. Except if this Agreement is terminated by Customer for cause, meaning material breach or nonperformance by FISHER or TIBA, fees are non-refundable. All fees are stated in United States Dollars and must be paid by Customer to FISHER in United States Dollars.
  - 5.1.2.1. Two Year upfront payment option shall be the monthly fee multiplied by 24 for the upfront payment total. All sequential years shall be invoiced annually.
  - 5.1.3. Renewal. At the term ending period all subscriptions shall extend on an annually paid basis. Pricing for term renewal shall be based on current pricing levels at the time of renewal.
  - 5.1.4. Taxes. FISHER shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the services. Customer shall not be liable for taxes based on FISHER's net income, capital, or corporate franchise.
  - 5.1.5. Future Orders. The status of this agreement shall permit Customer to order partial or entire system components compatible with this software platform anytime. The pricing for additional components and/or services shall be determined at the time of purchase based on current pricing levels and scope. Customer

shall have the right to increase the quantities and/or features scope of the Software service with 30 days written notice to FISHER.

## 6. TERM AND TERMINATION

- 6.1. Term of Agreement. The term of this Software Agreement shall begin on the Effective Date outlined in the Deployment Schedule and shall continue for five years. After the initial term period has expired the Software Agreement shall auto-renew until terminated by either party as outlined in this Section.
- 6.2. Joint Agreement. If the pricing schedule included in section 5 of this agreement is covered by multiple owner entities (“Joint Owner”) all owners shall be responsible for submitting payments in full for the entire system cost detailed in section 5. In the case the Joint Owner does not submit payments per section 5 of this document, then FISHER reserves the right to act according to section 6 of this agreement.
- 6.3. Termination. Either party may terminate this Software Agreement during or after the initial sixty (60) months of service upon a material breach by the other party that has not been cured within fifteen (15) days after receipt of notice of such breach or for no cause.
- 6.4. Suspension for Non-Payment. FISHER reserves the right to suspend delivery of the Software Services if Customer fails to timely pay any amounts due to FISHER under this Software Agreement, but only after FISHER notifies Customer of such failure and such failure continues for thirty (30) days. Suspension of the Software Services shall not release Customer of its payment obligations under this Software Agreement. Customer agrees that FISHER shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Software Services resulting from Customer’s nonpayment.
- 6.5. Suspension for Ongoing Harm. FISHER reserves the right to suspend delivery of the Software Services if FISHER reasonably concludes that Customer or a Customer’s employee, representative or system user’s use of the Software Services is causing immediate and ongoing harm to FISHER, TIBA and/or others. In the extraordinary case that FISHER must suspend delivery of the Software Services, FISHER shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. FISHER shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the Software Services in accordance with this Section. Nothing in this Section will limit FISHER’s rights under the Section below.

### 6.6. Effect of Termination

- 6.6.1. Upon termination of this Software Agreement or expiration of the Subscription Term, FISHER and/or TIBA shall immediately cease providing the Software Services and all usage rights granted under this Software Agreement shall terminate.
- 6.6.2. If FISHER and/or TIBA terminates this Software Agreement due to a breach by Customer, then Customer shall immediately pay to FISHER all amounts then due under this Software Agreement for services provided to the date of termination. If Customer terminates this Software Agreement due to a breach by FISHER, then FISHER shall immediately repay to Customer all prepaid amounts for any unperformed Software Services scheduled to be delivered after the termination date or for any Software Services that were not provided in accordance with this Agreement before the termination date.
- 6.6.3. If Customer terminates this Agreement for convenience, then Customer shall immediately pay to FISHER all amounts then due under this Software Agreement and to become due during the remaining term of this Software Agreement.
- 6.6.4. Upon termination of this Software Agreement, all Customer Content in the possession or control of FISHER, TIBA or any subcontractor of Fisher or TIBA immediately shall be returned to Customer, and upon

subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

## 7. WARRANTIES

- 7.1. **Warranty.** FISHER and/or TIBA represents and warrants that it will provide the Software Services in a professional manner consistent with general industry standards and that the Software Services will perform substantially in accordance with the written specification, if available.
- 7.2. **FISHER WARRANTS THAT THE SOFTWARE SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE PROJECT SPECIFICATION, IF AVAILABLE FISHER DOES NOT GUARANTEE THAT THE SOFTWARE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED. IF AN ERROR OCCURS WITH THE SOFTWARE SERVICES AS A RESULT OF A 3<sup>RD</sup> PARTY ISSUE, FISHER WILL WORK WITH THE 3<sup>RD</sup> PARTY TO RESOLVE WHERE POSSIBLE.**  
CUSTOMER ACKNOWLEDGES THAT FISHER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SOFTWARE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY FISHER and/or TIBA (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER FISHER NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED OR VIRUS-FREE OR ERROR-FREE.

## 8. LIMITATION OF LIABILITY

- 8.1. **NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF PRODUCTS) SHALL BE LIABLE FOR INCIDENTAL DAMAGES OR, DAMAGES FOR LOST BUSINESS OR, PROFITS, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## 9. CONFIDENTIALITY

- 9.1. **Definition.** "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this Software Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this Software Agreement, Customer Content is deemed Confidential Information of Customer. FISHER and/or TIBA software and Documentation are deemed Confidential Information of FISHER and/or TIBA.
- 9.2. **Confidentiality.** During the term of this Software Agreement and for five (5) years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Software Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to

prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

9.3. **Exceptions.** Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this Software Agreement and the relationship of the parties but agrees that the specific terms of this Software Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this Software Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors, and provided further, Customer may disclose this Software Agreement at an open public meeting of Customer or in response to a request for records pursuant to applicable laws, rules or regulations.

## 10. GENERAL PROVISIONS

10.1. **Non-Exclusive Service.** Customer acknowledges that Software Services is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict FISHER and/or TIBA's ability to provide the Software Services or other technology, including any features or functionality first developed for Customer, to other parties.

10.2. **Personal Data.** Customer hereby acknowledges and agrees that FISHER's performance of this Software Agreement may require FISHER and/or TIBA to process, transmit and/or store Customer personal data or the personal data of Customer employees and Affiliates. By submitting personal data to FISHER and/or TIBA, Customer agrees that FISHER and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling FISHER and/or TIBA to perform its obligations to under this Software Agreement. In relation to all Personal Data provided by or through Customer to FISHER and/or TIBA, Customer will be responsible as sole Data Controller for complying with all applicable data protection or similar laws such as EU Directive 95/46/EC and laws implementing that Directive that regulate the processing of Personal Data and special categories of data as such terms are defined in that Directive. Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and using the Enabling Software and TIBA Software. Customer confirms that Customer is solely responsible for any Personal Data that may be contained in Content, including any information which any TIBA Software User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Customer Personal Data by FISHER and/or TIBA under this Agreement, including that such processing according to Customer's instructions will not place FISHER and/or TIBA in breach of applicable data protection laws. Prior to processing, Customer will inform FISHER and/or TIBA about any special categories of data contained within

Customer Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross-border transfer restrictions. Customer is responsible for ensuring that the TIBA Software meets such restrictions or special requirements. FISHER and/or TIBA to process any Personal Data that meets the requirements set forth in this Section according to these Terms of Use.

- 10.3. Assignment. Neither party may assign this Software Agreement or any right under this Software Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed. This Software Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Software Agreement, provided, however, that such party shall not be relieved of any obligation under this Software Agreement.
- 10.4. Notices. Except as otherwise permitted in this Software Agreement, notices under this Software Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this Software Agreement.
- 10.5. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures. Customer shall not be required to pay for any performance Fisher or TIBA fails to provide pursuant to this Section 11.5.
- 10.6. Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Software Agreement shall not constitute a waiver of any other or subsequent breach.
- 10.7. Severability. If any term of this Software Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Software Agreement shall remain in full force.
- 10.8. Entire Software Agreement. This Software Agreement (including all Schedules and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Software Agreement. This Software Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.
- 10.9. Survival. Sections 3, 6, and 8 through 12 of this Software Agreement shall survive the expiration or termination of this Software Agreement for any reason.
- 10.10. Publicity Subject to prior written approval of the City Administrator of Customer or her/his designee: (a) FISHER and/or TIBA may include Customer's name and logo in its customer lists and on its website, and (b). Upon signing, FISHER and/or TIBA may issue a high-level press release announcing the relationship and the manner in which Customer will use the Software solution. FISHER and/or TIBA shall seek and receive prior written approval and coordinate its efforts with appropriate City Administrator of Customer or her designee to secure approval of the press release.
- 10.11. Independent Contractor. The parties have the status of independent contractors, and nothing in this Software Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Software Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

Agreement Between:  
Contract Type:

**Owner and Contractor**  
**PARKING SOFTWARE AGREEMENT**

Document No. FPSPRK

10.12. **Governing Law.** This Software Agreement shall be governed by the laws of the State of Nebraska, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

10.13. **Compliance with Laws.** FISHER shall comply with all applicable local, state, and national laws in connection with its delivery of the Software Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data.

10.14. **Dispute Resolution.** Customer's satisfaction is an important objective to FISHER in performing its obligations under this Software Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this Software Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

10.15. **Signatures.** This Software Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Software Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

CUSTOMER

Fisher Parking & Security, Inc.

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(Authorized Signature)

---

(Authorized Signature)

---

(Printed Name)

---

(Printed Name)

---

(Title)

---

(Title)

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(Date)

---

(Date)

Agreement Between:  
Contract Type:

**Owner and Contractor**  
**PARKING SOFTWARE AGREEMENT**

Document No. FPSPRK

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TIBA SPARK  
SUBSCRIPTION

BY

*Since 1985*  
**FISHER**  
*PARKING + SECURITY*

*ST.LOUIS | KANSAS CITY | DENVER | OMAHA*

## SOFTWARE

# SOFTWARE SERVICE PRICING

### [SaaS 2-YR Upfront Summary]

## Software as a Service SOLUTION

Description	MONTH
SPARK UI, Facility Management Platform (1-Site)	\$ 414.00
SPARK UI, Facility Management Platform (2-Site)	\$ 414.00
SPARK UI, Tib@PAY [EMV]	\$ 0.00
SPARK UI, Onboarding (Site 1)	\$ 0.00
SPARK UI, Onboarding (Site 2)	\$ 0.00
<b>TIBA FMS, 2-Year Upfront SaaS Base System Monthly Total - Site1</b>	<b>\$ 414.00</b>
<b>TIBA FMS, 2-Year Upfront SaaS Base System Monthly Total - Site2</b>	<b>\$ 414.00</b>

#### SaaS Payment:

City of LaVista shall pay the 1st two years of the 5-year term for the parking portfolio software subscription upfront by a payment of \$9,936.00. This payment amount is based on a change order written by Sampson Construction, the City's construction contractor for the Garage 2 project to Fisher for a value of \$9,936.00. After the initial two years of the 5-year term the City shall be responsible for an annual payment of \$9,936.00 for the life of the system.