

LA VISTA CITY COUNCIL MEETING AGENDA
May 7, 2024
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**
- **Proclamations:**
 - **Jake Albanez Day**
 - **Public Service Recognition Week**
 - **National Police Week & Peace Officers’ Memorial Day**
- **Police Department Life Saving Awards**
 - **Shawn Dooling**
 - **Brian Mittelbrun and Lucas Tiberi**

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 April 16, 2024 City Council Meeting**
3. **Request for Payment – RDG Planning & Design – Professional Services – Municipal Campus Plan & Design – \$6,888.50**
4. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$900.00**
5. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$1,120.00**
6. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$20,557.05**
7. **Request for Payment – Happy Trees – Professional Services – Central Park Improvements – \$6,500.00**
8. **Request for Payment – Benesch – Professional Services – Giles Road Widening – \$28,783.17**
9. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$2,236.83**
10. **Approval of Claims**

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

B. Planned Unit Development – AD Industrial Park

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

C. Replat & Subdivision Agreement – AD Industrial Park

1. **Resolution – Approve Replat**
2. **Resolution – Approve Subdivision Agreement**

D. Resolution – Approve Right-of-Way Agreement – City of Omaha

E. Resolution – Renewal of Interlocal Agreement – Continuation of the Papillion Creek Watershed Partnership

F. Resolution – Award Bid – 2024 UBAS Street Maintenance Project

G. Central Park Access Road – Park View Project

1. **Resolution – Change Order No. 2**
2. **Request for Payment – Mackie Construction – Professional Services – Central Park Access Road – \$106,533.08**

H. Central Park Access Road

1. **Resolution – Change Order No. 1**
2. **Request for Payment – Swain Construction – Professional Services – Central Park Access Road Reconstruction – \$428,856.87**

- I. Resolution – Approve Sarpy County and Cities Wastewater Agency Revised Sewer User Rate and Connection Fee Schedule**
- J. Resolution – Authorize Purchase – Floor Cover Tiles & Hand Trucks**
- K. Resolution – Wayfinding Implementation Plan**
- L. Resolution – Authorize Waiver of Parking Fees – La Vista Days Event**
- M. Discussion – Waiving/Discounting Fees for Use of City Facilities**
- N. Executive Session – Personnel**
- Comments from the Floor**
 - Comments from Mayor and Council**
 - Adjournment**

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



PROCLAMATION JAKE ALBANEZ DAY

WHEREAS, Jake Albanez is a resident of La Vista;

WHEREAS, Jake set the Guinness World Record for the fastest half marathon in a graduation gown, completing the race in 1 hour 28 minutes and 59 seconds, which he achieved in Lincoln, Nebraska on November 5, 2023;

WHEREAS, Jake has modeled hard work and determination and has brought distinction and honor to this community;

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim Tuesday, May 7, 2024 as **Jake Albanez Day** in the City of La Vista.

DATED THIS 7TH DAY OF MAY 2024.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



PROCLAMATION PUBLIC SERVICE RECOGNITION WEEK

WHEREAS: Americans are served every day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS: Public servants include accountants, administrative professionals, engineers, firefighters, health care professionals, laborers, librarians, planners, police officers, safety inspectors, recreation staff, teachers and countless other occupations; and

WHEREAS: Public employees ensure continuity of service delivery when new officials are elected and leaders are appointed; and

WHEREAS: The employees of the City of La Vista provide the high-quality services expected by the residents of La Vista with accountability, efficiency and integrity; and

NOW, THEREFORE I, Douglas Kindig, Mayor of the City of La Vista, do hereby declare May 5 through 11, 2024 as **PUBLIC SERVICE RECOGNITION WEEK** in the City of La Vista. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels – federal, state, county and city.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 7th day of May 2024.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



**PROCLAMATION
NATIONAL PEACE OFFICERS MEMORIAL
DAY AND
NATIONAL POLICE WEEK**

WHEREAS, in 1962, President Kennedy signed a proclamation declaring May 15th as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, there are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the La Vista Police Department; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency; and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the vulnerable against oppression; and

WHEREAS, the men and women of the La Vista Police Department unceasingly provide a vital public service; and it is fitting and proper that we express our gratitude for the dedicated service and courageous deeds of law enforcement officers.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, call upon all citizens of La Vista and upon all patriotic, civic, and educational organizations to observe the week of May 12-18, 2024 as NATIONAL POLICE WEEK AND LAW ENFORCEMENT APPRECIATION WEEK in La Vista and to commemorate law enforcement officers, past and present, who have rendered a dedicated service to their communities.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 7th day of May 2024.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, MMC
City Clerk

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MINUTE RECORD

A-2

No. 729 -- REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING April 16, 2024

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 April 16, 2024. Present were Councilmembers: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Police Captain Barcal, Director of Public Works Soucie, Recreation Director Buller, Finance Director Harris, Human Resources Director Lowery, Library Director Barcal and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on April 3, 2024. Notice was simultaneously given to 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 and made the announcements.

PROCLAMATION – NATIONAL VOLUNTEER WEEK

Mayor Kindig proclaimed April 21 through 27, 2024 as National Volunteer Week and presented the proclamation to Recreation Director Buller and others.

PROCLAMATION – PROFESSIONAL MUNICIPAL CLERKS WEEK

Mayor Kindig proclaimed May 5 through 11, 2024 as Professional Municipal Clerks Week and presented the proclamation to City Clerk Buethe and Deputy City Clerk Anderson.

SERVICE AWARD: TIM KELLER – 20 YEARS

Mayor Kindig recognized Tim Keller for 20 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE APRIL 2, 2024 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – MARCH 2024
4. REQUEST FOR PAYMENT – TRAVELERS – ANNUAL PREMIUM – 2ND HALF – \$339,569.50
5. REQUEST FOR PAYMENT - NL & L CONCRETE, INC – CONSTRUCTION SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION - \$122,031.00
6. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – 2024 STREET REHABILITATION PROJECT – \$5,500.00
7. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$7,745.60
8. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – CITY PARK PAVILION TESTING – \$900.00
9. REQUEST FOR PAYMENT – SPENCER MANAGEMENT, LLC – PROFESSIONAL SERVICES – ON-CALL PAVING REPAIRS – BALLFIELD PARKING LOT – \$304,921.51
10. REQUEST FOR PAYMENT – SPENCER MANAGEMENT, LLC – PROFESSIONAL SERVICES – ON-CALL PAVING REPAIRS – 75TH AVE – \$122,875.20
11. REQUEST FOR PAYMENT – BRIAN SMILES – PROFESSIONAL SERVICES – STORM WATER PUBLIC EDUCATION & OUTREACH – \$500.00
12. REQUEST FOR PAYMENT – M.E. COLLINS – PROFESSIONAL SERVICES – 73RD AVE CULVERT REHAB – \$52,886.23
13. RESOLUTION 24-038 – APPROVE APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS

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April 16, 2024

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS.

WHEREAS, The City Council of the City of La Vista has determined that appointments to the La Vista Safety Steering Committee are necessary; and

WHEREAS, a recommendation by the City Administrator, in consultation with the staff, has been made regarding appointments; and

WHEREAS, the recommended appointments comply with N.R.S. 48-443:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby appoint the following city employees to the La Vista Safety Steering Committee for the terms specified:

Todd Armbrust	Employer Representative	2-year term through 4/2026
Austin Blakeman	Employee Representative	2-year term through 4/2026
David Karlson	Employee Representative	2-year term through 4/2026
Wendy Lowry	Employer Representative	2-year term through 4/2026

14. RESOLUTION 24-039 – AWARD CONTRACT – EASTERN NEBRASKA OFFICE ON AGING

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

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

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

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

15. APPROVAL OF CLAIMS

AA WHEEL & TRUCK, maint.	6.69
AKRS EQUIPMENT, maint.	366.61
AMAZON, supplies	1,841.16
AMERICA'S FENCE STORE, supplies	147.60
ARNOLD MOTOR SUPPLY, maint.	157.15
BACON LETTUCE CREATIVE, services	5,100.00
BIBLIOTHECA, books	19.25
BIG RED LOCKSMITHS, services	175.00
BISHOP BUSINESS EQUIPMENT, supplies	211.49
BSN SPORTS, supplies	520.00
CAVLOVIC, P, training	144.00
CENTER POINT, books	236.10
CINTAS CORP, services	265.65
COMMONWEALTH ELECTRIC, services	3,968.80
COMP CHOICE, services	795.00
CONCRETE SUPPLY, services	1,333.20
COSGRAVE CO, supplies	293.60
CREATIVE PLANNING BUSINESS, services	637.50
CROUCH RECREATION, services	51,594.00

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CULLIGAN OF OMAHA, services	27.75
DATA RECOGNITION CORP, supplies	510.66
DAVIS ENTERTAINMENT, services	715.00
DELGADO, G, training	144.00
DEMCO INC, supplies	158.50
DOG WASTE DEPOT, supplies	961.91
EDGEWEAR SCREEN PRINTING, services	3,001.75
EGAN SUPPLY CO, supplies	17,927.50
EMBLEMS, services	649.00
ENCYCLOPEDIA BRITANNICA, books	960.00
EYMAN PLUMBING, services	4,202.95
FELSBURG HOLT & ULLEVIG, services	2,897.10
FERGUSON US HOLDINGS, maint.	194.72
GALE, books	112.46
GENERAL FIRE & SAFETY EQUIP, services	1,050.00
GODFATHER'S PIZZA, services	64.00
GRAINGER, maint.	133.45
HARBOR FREIGHT TOOLS, maint.	210.91
HARM'S CONCRETE, services	168.49
HOME DEPOT, maint.	139.68
HONEYMAN RENT-ALL, services	207.64
HY-VEE, supplies	1,257.94
INDUSTRIAL SALES CO, maint.	1,378.35
INGRAM LIBRARY SERVICES, books	325.06
JANITOR DEPOT, supplies	5.00
KANOPY, media	204.00
KEYMASTERS LOCKSMITH, services	123.99
LARSEN SUPPLY CO, supplies	1,714.30
LOGAN CONTRACTORS, supplies	55.64
LOWE'S, supplies	371.68
MATHESON TRI-GAS, services	454.08
MENARDS, supplies	367.97
MICHAEL TODD AND CO, supplies	112.50
MIDWEST TAPE, media	202.61
MOBOTREX, services	4,995.00
MSC INDUSTRIAL, supplies	37.90
MUNICIPAL PIPE TOOL, supplies	475.82
NE ECONOMIC DEV ASSOC, memshp	150.00
NPZA-NE PLANNING/ZONING ASSN, memshp	40.00
O'REILLY AUTO PARTS, supplies	3,364.41
OFFICE DEPOT, supplies	244.24
OMNI ENGINEERING, services	947.85
ONE CALL CONCEPTS, phones	492.04
PAPILLION SOFTBALL/PRO, services	3,112.20
PER MAR SECURITY, services	1,469.08
PLAN IT SOFTWARE, services	2,600.00
PLANIT GEO, services	4,025.00
POMP'S TIRE, maint.	271.84
RANGER RICK, books	59.90
RIVER CITY RECYCLING, services	1,194.66
S. HEMMINGER-LAMBERTSEN, refund	28.00
SARPY COUNTY TREASURER, services	2,052.85
SECURITY EQUIPMENT, bldg & grnds	152.50
SHERWIN-WILLIAMS, supplies	122.62
SIGN IT, services	3,776.00

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SOLBERG, C, training	84.71
STERLING COMPUTER CORP, services	12,864.75
SUBSURFACE SOLUTIONS, services	362.00
SUBURBAN NEWSPAPERS, services	132.08
TED'S MOWER SALES, maint.	49.69
THE COLONIAL PRESS, services	169.12
THE LIFEGUARD STORE, supplies	1,539.77
THE SCHEMMER ASSOC, services	1,280.00
THOMPSON DRESSEN & DORNER, services	182.50
TORNADO WASH, services	602.00
TRANS UNION RISK, services	75.00
TRUCK CENTER CO, maint.	562.06
UNMC, services	166.00
URBAN LAND INSTITUTE, memshp	980.00
VERIZON CONNECT, phones	608.00
VOIANCE LANGUAGE, services	71.27
WESTLAKE HARDWARE, supplies	1919.87
WHITE CAP, supplies	873.85
WOODHOUSE FORD-BLAIR, maint.	735.41

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Frederick. Councilmember Wetuski reviewed the bills and had no questions. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Harris advised that the Monthly Financial Report was placed in packet.

Library Director Barcal reported on the SID 23 Agreement.

Acting Chief of Police Barcal reported on the injured officer and that she is back to work on light duty.

Director of Public Works Soucie reported that Clean up days is April 15th – April 21st, 2024.

City Engineer Dowse provided an update on the 84th Street Trail Project.

PRESENTATION – MAYOR'S YOUTH LEADERSHIP COUNCIL

Mayor's Youth Leadership Council presented their Community Center Project.

B. ORDINANCE – APPROVE NON-EXCLUSIVE FRANCHISE AGREEMENT – GREAT PLAINS COMMUNICATIONS, LLC & PINPOINT BROADBAND, LLC

Councilmember Thomas introduced Ordinance No. 1514 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA APPROVING A NONEXCLUSIVE CABLE FRANCHISE OF GREAT PLAINS COMMUNICATIONS LLC, AND PINPOINT BROADBAND LLC; APPROVING AND AUTHORIZING EXECUTION OF A NONEXCLUSIVE FRANCHISE AGREEMENT; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE.

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

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1514. Councilmember Thomas seconded the motion. Upon roll call vote the following

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Councilmembers voted aye: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Acting 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.

C. APPROVAL OF CLASS I LIQUOR LICENSE APPLICATION – SMASH PARK OMAHA, LLC DBA SMASH PARK

1. PUBLIC HEARING

At 6:38 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Approval of Class I Liquor License Application – Smash Park Omaha, LLC dba Smash Park. Kerri Lockyear gave an overview.

At 6:45 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

2. RESOLUTION

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-040 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS I LIQUOR LICENSE FOR SMASH PARK OMAHA, LLC DBA SMASH PARK IN LA VISTA, NEBRASKA.

WHEREAS, Smash Park Omaha, LLC dba Smash Park, 8121 S. 125th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class I Liquor License submitted by Smash Park Omaha, LLC dba Smash Park, 8121 S 125th Street, La Vista, Sarpy County, Nebraska.

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

D. FIREWORKS PERMITS

1. RESOLUTION – ESTABLISH NUMBER OF PERMITS

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-041 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING THE MAXIMUM NUMBER OF FIREWORKS STANDS TO BE PERMITTED IN THE CITY OF LA VISTA FOR CALENDAR YEAR 2024.

WHEREAS, Section 111.17 and Section 111.18 of the Municipal Code establish criteria that must be met for the issuance of fireworks stand permits, and

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WHEREAS, Section 111.17 (A) of the Municipal Code states in part that, "Each year the City Council shall, by resolution, establish the maximum number of permits to be issued."

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the maximum number of fireworks stand permits to be issued in calendar year 2024 shall not exceed six.

BE IT FURTHER RESOLVED, that per Section 111.17 (C) (10) of the Municipal Code, permit holders shall provide the City of La Vista with a certificate of insurance for their fireworks stand in the type and amount outlined.

BE IT FURTHER RESOLVED, that the written statement of income and expenses, which is required by Section 111.17 (C) (3) of the Municipal Code, be detailed and provide the City with a breakdown of specific expenditures related to the fireworks operation, income from the sale of fireworks, net profit, and specific community betterment expenditures.

BE IT FURTHER RESOLVED, that the issuance of a fireworks permit is conditional upon compliance with the Municipal Code, the Zoning Ordinance, and any other applicable regulations.

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

2. RESOLUTION – ISSUANCE OF PERMITS

Councilmember Hale introduced and moved for the adoption of Resolution No. 24-042 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIREWORKS STAND PERMIT APPLICATIONS OF BEAUTIFUL SAVIOR LUTHERAN CHURCH, RENEWED HOPE CHURCH, LA VISTA COMMUNITY FOUNDATION, LA VISTA YOUTH BASEBALL ASSOCIATION, PAPILLION LA VISTA SPIRIT FOOTBALL, AND PAPILLION LA VISTA YOUTH ATHLETIC ASSOCIATION.

WHEREAS, the City of La Vista requires City approval of the sale of fireworks within the City limits; and

WHEREAS, the guidelines for application and sale of fireworks in La Vista are specified in the La Vista Municipal Code, Section 111.17 and Section 111.18; and

WHEREAS, six (6) non-profit organizations have applied for permission to sell fireworks in the City of La Vista in conformance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and

WHEREAS, City staff has reviewed all applications received in 2024 for the purpose of determining which applications were compliant with the Municipal Code, the Zoning Ordinance or any other applicable regulations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby conditionally grant a permit to: Beautiful Savior Lutheran Church, Renewed Hope Church, La Vista Community Foundation, La Vista Youth Baseball Association, Papillion La Vista Spirit Football, and Papillion La Vista Youth Athletic Association to sell fireworks within the City of La Vista for the 2024 calendar year subject to receipt of all appropriate application materials and compliance with recommendations made by the Chief Building Official regarding their site plan; compliance with the Municipal Code, the Zoning Ordinance and any other applicable regulations.

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

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PRESENTATION – RDG – MUNICIPAL CAMPUS PLAN PROGRESS REPORT

Bruce Niedermeyer with RDG presented the Municipal Campus Plan Progress Report.

E. RESOLUTION – AUTHORIZE AMENDMENT NO. 11 – PROFESSIONAL SERVICES AGREEMENT – PARKING FACILITIES DESIGN

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-043 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA APPROVING AMENDMENT NUMBER ELEVEN TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP TO PROVIDE DESIGN SERVICES FOR A SURFACE PARKING LOT ON LOT 12 LA VISTA CITY CENTRE IN AN AMOUNT NOT TO EXCEED \$32,500.00.

WHEREAS, the City Council has determined design services for a surface parking lot on Lot 12 La Vista City Centre are necessary; and

WHEREAS, The FY23/FY24 Biennial Budget provides funding for the project; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista does hereby approve amendment number eleven to the professional services agreement with DLR Group to provide construction phase engineering services for a surface parking lot on Lot 12 La Vista City Centre in an amount not to exceed \$32,500.00.

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

F. AUTHORIZE RENOVATION & RESURFACING – TENNIS COURTS/CENTRAL PARK

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-044 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RENOVATION AND RESURFACING OF THE TENNIS COURTS AT CENTRAL PARK BY PRO TRACK AND TENNIS, INC., BENNINGTON, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$35,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the renovation and resurfacing of the tennis courts at Central Park is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this 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 approve the renovation and resurfacing of the tennis courts at the Central Park by Pro Track and Tennis, Inc., Bennington, Nebraska in an amount not to exceed \$35,000.00.

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

G. RESOLUTION – AUTHORIZE PURCHASE – MOBILE DATA COMPUTER SYSTEMS

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-045 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF FOUR (4) MOBILE DATA COMPUTER SYSTEMS FROM BIZCO TECHNOLOGIES, LINCOLN, NEBRASKA IN

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

April 16, 2024

AN AMOUNT NOT TO EXCEED \$19,684.24 OF WHICH 75% WILL BE REIMBURSED BY NDOT-HSO GRANT.

WHEREAS, the City Council of the City of La Vista has determined the purchase of Four (4) Mobile Data Computer Systems (MDC's) to include laptops, docking stations, printers, scanners, and power management systems is necessary, and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase., and

WHEREAS, BIZCO Technologies is a highly qualified retailer utilized by this agency and numerous agencies in the metropolitan area for acquisition of mobile data computer equipment and support, and three quotes for said equipment was received from reputable retailers with BIZCO Technologies being the lowest, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires 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 Four (4) Mobile Data Computer Systems from BIZCO Technologies, Lincoln, Nebraska in an amount not to exceed \$19,684.24 of which 75% will be reimbursed by NDOT-HSO grant.

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

H. RESOLUTION – AUTHORIZE PURCHASE – LED BLANK-OUT SIGNAL

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-046 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF AN LED BLANK-OUT SIGNAL FROM VIERREGGER ELECTRIC COMPANY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$6,985.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of an LED Blank-Out Signal on 84th & Main Street 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 a LED Blank-Out Signal from Vierregger Electric Company, Omaha, Nebraska in an amount not to exceed \$6,985.00.

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

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

MINUTE RECORD

April 16, 2024

No. 729 — REDFIELD DIRECT E2106195KV

COMMENTS FROM THE FLOOR

There were no comments from the floor.

I. EXECUTIVE SESSION – PERSONNEL

At 7:30 p.m. Councilmember Quick made a motion to go into executive session for the protection of an individual to discuss personnel matters. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

Mayor Kindig stated the executive session would be limited to the subject matters contained in the motion.

At 7:49 p.m. the Council came out of executive session. Councilmember Thomas made a motion to reconvene in open and public session. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig gave a legislative update on LB388.

At 7:50 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Remit To:
 RDG Planning & Design
 301 Grand Avenue
 Des Moines, Iowa 50309
 Questions: Invoicing@rdgusa.com

Rachel Carl
 City of La Vista
 City Hall
 8116 Park View Blvd.
 La Vista, NE 68128

March 31, 2024
 Project No: R3005.930.00
 Invoice No: 56718

Project R3005.930.00 City of La Vista - Municipal Campus Master Plan and Design
Professional Services through March 31, 2024
 Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	149,750.00	41.60	62,296.01	55,407.51	6,888.50
Total Fee	149,750.00		62,296.01	55,407.51	6,888.50
Total Fee					6,888.50
Total this Invoice					\$6,888.50

05.71.09.17.000 -CTHL15002

[Signature]
 4/19/2024



Invoice

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



April 23, 2024
 Invoice No: 495085

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

Invoice Total	\$900.00
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Olsson Project # 022-03277 La Vista City Park Pavilion Testing
 Professional services rendered through April 6, 2024 for work completed in accordance with our Agreement dated June 1, 2022.

Phase	500	SWPPP
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Fee

Number of internal units	1.00
Fee Each	900.00
Subtotal	900.00

Subtotal	900.00
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Total this Phase	\$900.00
-------------------------	-----------------

AMOUNT DUE THIS INVOICE	\$900.00
--------------------------------	-----------------

Email invoices to: pdowse@cityoflavista.org

Authorized By: Douglas Carey

OK TO PAY
 PMD 4/25/24
 16.71.6917.CC - PAH18001



Thompson, Dreessen & Dörner, 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 162891
Date 04/17/2024
Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from March 12, 2024 through April 07, 2024

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	3,500.00	0.00	0.00
Task A2.4-Limit Access to Portion of Central Park Plz Serving The Astro/The Link	2,280.00	712.50	447.50	1,120.00
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	14,571.92	60,788.08	0.00
Task A2.7 - Geotechnical Exploration	2,120.00	2,120.00	0.00	0.00
Total	95,880.00	29,061.92	65,698.08	1,120.00

Invoice total 1,120.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
162891	04/17/2024	1,120.00	1,120.00				
	Total	1,120.00	1,120.00	0.00	0.00	0.00	0.00

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

OK TO PAY
PMD 4/25/24
09.71.0917.000 - 5/17/24



Thompson, Dreessen & Dörner, 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 162904
Date 04/17/2024
Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from March 11, 2024 through April 07, 2024

Description	Current Billed
Construction Staking	8,870.75
Task A3.0 - Central Park Road Construction Plans	2,438.25
Task A3.1 - Central Park Road Construction Observation	9,248.05
Total	20,557.05

Invoice total 20,557.05

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
162429	03/26/2024	7,745.60	7,745.60				
162904	04/17/2024	20,557.05	20,557.05				
	Total	28,302.65	28,302.65	0.00	0.00	0.00	0.00

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

OK TO PAY
PMD 4/25/24
05.71.0917.CCC - GRAT 24006

Invoice From: Happy Trees

402-871-8212

Dominic Novotny

happytreesomaha@yahoo.com

5906 M st Omaha Ne 68117

Invoice To: City Of Lavista

code enforcment

Jason

Invoice #8

Job Location: Central Park street project

description : remove 1 large cottonwood over street and haul off

price \$6,500.00

Complete 3-8-2024

Thank You.

OK to Pay
PMD 4/25/26
05.71.0917.CCC-GTAT24C06



Value Focused. Community Minded. Quality Driven.

Pat Dowse
City Engineer
City of La Vista
9900 Portal Road
La Vista, NE 68128

April 10, 2024

Project No: 00120869.00

Invoice No: 278078

Preliminary & Final Design
Giles Road, BNSF Bridge to Interstate 80 Eastbound On-Ramp Improvements
M376(230) STRT-17-003

Professional Services from March 11, 2024 to April 7, 2024

Task 00001 PM, Coordination, Meeting & QC

Professional Personnel

	Hours	Rate	Amount	
Project Engineer II				
Barahona, Alejandro	7.00	144.00	1,008.00	
Sr Project Manager				
Higgins, John	1.00	207.00	207.00	
Totals	8.00		1,215.00	
Total Labor				1,215.00

Unit Billing

2020 Chevy Silverado-WJC774 23CVN8				
3/13/2024	21.0 Miles @ 0.67		14.07	
Total Units			14.07	14.07
	Total this Task			\$1,229.07

Task 00002 Site Inv, Traffic Eng & Alternative Eval

Professional Personnel

	Hours	Rate	Amount	
Sr Project Manager				
Sockel, Jeffery	7.00	270.00	1,890.00	
Project Manager II				
Romero, Michael	1.00	193.50	193.50	
Project Engineer II				
Barahona, Alejandro	25.00	144.00	3,600.00	
Technologist I				
Moore, Devin	4.00	76.50	306.00	
Totals	37.00		5,989.50	
Total Labor				5,989.50

Unit Billing

2020 Chevy Silverado-WJC774 23CVN8				
3/11/2024	20.0 Miles @ 0.67		13.40	
3/15/2024	35.0 Miles @ 0.67		23.45	
3/25/2024	19.0 Miles @ 0.67		12.73	

Project	00120869.00	La Vista Giles Rd BNSF Bridge to I-80	Invoice	278078
3/26/2024		26.0 Miles @ 0.67	17.42	
3/28/2024		18.0 Miles @ 0.67	12.06	
4/3/2024		14.0 Miles @ 0.67	9.38	
2021 Nissan Frontier-WTT947 23V3F2				
4/3/2024		48.0 Miles @ 0.67	32.16	
Total Units			120.60	120.60
Total this Task				\$6,110.10

Task 00003 Preliminary Design
Professional Personnel

	Hours	Rate	Amount	
Project Engineer II				
Barahona, Alejandro	36.00	144.00	5,184.00	
Designer II				
Najera, Gabriel	81.50	111.00	9,046.50	
Sr Technical Specialist				
Snook, Kevin	24.50	168.00	4,116.00	
Technologist IV				
Salisbury, Tracy	29.50	105.00	3,097.50	
Totals	171.50		21,444.00	
Total Labor				21,444.00
Total this Task				\$21,444.00

Billing Limits	Current	Prior	To-Date	
Total Billings	28,783.17	41,425.73	70,208.90	
Limit			211,749.82	
Remaining			141,540.92	
Total this Invoice			<u>\$28,783.17</u>	

OK TO PAY
PMD 4/25/26
05.71.0917cc - GRT 17003



Remit To:
 RDG Planning & Design
 301 Grand Avenue
 Des Moines, Iowa 50309
 Questions: invoicing@rdgusa.com

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

March 31, 2024
 Project No: R3003.066.01
 Invoice No: 56717

Project R3003.066.01 City of La Vista - Placemaking Ph1 SD-CA

Professional Services through March 31, 2024
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	149,000.00	100.00	149,000.00	149,000.00	0.00
Design Development	180,000.00	100.00	180,000.00	180,000.00	0.00
Construction Documents	275,330.00	100.00	275,330.00	275,330.00	0.00
Bidding/Negotiation	44,000.00	100.00	44,000.00	44,000.00	0.00
Contract Administration	244,000.00	99.0695	241,729.54	241,560.01	169.53
Total Fee	892,330.00		890,059.54	889,890.01	169.53
Total Fee					169.53

Reimbursable Expenses

Printing	34.50	
Travel	1,533.25	
Travel Food	67.25	
Mileage In Town	432.30	
Total Reimbursables	2,067.30	2,067.30

Billing Limits	Current	Prior	To-Date
Expenses	2,067.30	1,933.21	4,000.51
Limit			8,600.00
Remaining			4,599.49
Total this Invoice			\$2,236.83

Rita Ramirez
 4-22-24
 16.71.0917.000. PARK 18001



User: RPOLLOCK

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
3015(E)	04/17/2024	ACTIVE NETWORK LLC	65.40	N
3016(E)	04/17/2024	AMERICAN HERITAGE LIFE INSURANCE	488.73	N
3017(E)	04/17/2024	DEARBORN NATIONAL LIFE INSURANC	1,240.00	N
3018(E)	04/17/2024	DEARBORN NATIONAL LIFE INSURANC	7,274.47	N
3019(E)	04/17/2024	MEDICA INSURANCE COMPANY	147,191.99	N
3020(E)	04/17/2024	MID-AMERICAN BENEFITS INC	1,890.31	N
142020	04/17/2024	BRIAN SMILES	500.00	N
142021	04/17/2024	M. E. COLLINS CONTRACTING CO, INC	52,886.23	N
142022	04/17/2024	NL & L CONCRETE	122,031.00	N
142023	04/17/2024	OLSSON, INC.	900.00	N
142024	04/17/2024	SPENCER MANAGEMENT	427,796.71	N
142025	04/17/2024	THE ASTRO THEATER	257.50	N
142026	04/17/2024	THOMPSON DREESSEN & DORNER, IN	13,245.60	N
142027	04/26/2024	THE COLONIAL PRESS, INC	1,791.76	N
3(E)	04/30/2024	POINT C HEALTH	8,069.31	N
3021(E)	04/30/2024	CENTURY LINK/LUMEN	760.48	N
3022(E)	04/30/2024	CENTURY LINK/LUMEN	97.76	N
3023(E)	04/30/2024	COX COMMUNICATIONS, INC.	467.15	N
3024(E)	04/30/2024	ESSENTIAL SCREENS	640.45	N
3025(E)	04/30/2024	GREATAMERICA FINANCIAL SERVICES	1,742.20	N
3026(E)	04/30/2024	METROPOLITAN UTILITIES DISTRICT	3,548.35	N
3027(E)	04/30/2024	MID-AMERICAN BENEFITS INC	742.52	N
3028(E)	04/30/2024	OMAHA PUBLIC POWER DISTRICT	45,968.28	N
3029(E)	04/30/2024	U.S. CELLULAR	4,116.65	N
3030(E)	04/30/2024	BLACK HILLS ENERGY	3,401.90	N
3031(E)	04/30/2024	COX COMMUNICATIONS, INC.	147.03	N
3032(E)	04/30/2024	PAYROLL MAXX	451,814.69	N
3033(E)	04/30/2024	CENTURY LINK/LUMEN	79.65	N
3034(E)	04/30/2024	GREAT PLAINS COMMUNICATION	1,084.19	N
3035(E)	04/30/2024	MARCO INCORPORATED	153.87	N
142028	05/01/2024	SARPY COUNTY COURTHOUSE	18,508.00	N
3036(E)	05/02/2024	ACTIVE NETWORK LLC	15.08	N
3037(E)	05/02/2024	BLACK HILLS ENERGY	1,956.16	N
3038(E)	05/02/2024	COX COMMUNICATIONS, INC.	750.00	N
3039(E)	05/02/2024	MID-AMERICAN BENEFITS INC	5,854.39	N
3040(E)	05/02/2024	NE DEPT OF REVENUE-LOTT/51	85,089.00	N
3041(E)	05/02/2024	NE DEPT OF REVENUE-SALES TAX	89.41	N
3042(E)	05/02/2024	PAYROLL MAXX	455,107.92	N
3043(E)	05/02/2024	U.S. CELLULAR	2,270.07	N
3044(E)	05/02/2024	NE DEPT OF REV-MOTOR FUEL TAX	1,412.14	N
3045(A)	05/07/2024	ABM INDUSTRIES, INC	20,631.64	N
3046(A)	05/07/2024	CITY OF PAPILLION - MFO	237,694.00	N
142142	05/07/2024	AKRS EQUIPMENT SOLUTIONS, INC.	2,156.64	N
142143	05/07/2024	AMAZON CAPITAL SERVICES, INC.	964.39	N
142145	05/07/2024	ARNOLD MOTOR SUPPLY	608.98	N
142146	05/07/2024	ASP ENTERPRISES INC	610.00	N
142147	05/07/2024	AT&T MOBILITY LLC	98.34	N
142148	05/07/2024	BEACON ATHLETICS LLC	1,865.00	N
142149	05/07/2024	BISHOP BUSINESS EQUIPMENT	1,263.54	N
142150	05/07/2024	BISHOP BUSINESS EQUIPMENT COMPA	211.49	N
142151	05/07/2024	BOBCAT OF OMAHA	1,076.39	N
142152	05/07/2024	BRODERSEN, CALE	53.34	N
142153	05/07/2024	BSN SPORTS LLC	3,363.55	N
142154	05/07/2024	CENTER POINT, INC.	47.94	N
142155	05/07/2024	CENTURISK	160.00	N
142156	05/07/2024	CINTAS CORPORATION NO. 2	2,065.21	N
142158	05/07/2024	CITY OF PAPILLION	10,224.84	N
142159	05/07/2024	COLONIAL RESEARCH CHEMICAL CO	436.15	N
142160	05/07/2024	COMMONWEALTH ELECTRIC CO/MID	25,298.95	N
142161	05/07/2024	CONCRETE SUPPLY, INC.	664.00	N

User: RPOLLOCK

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
142162	05/07/2024	CONTINENTAL RESEARCH CORPORATI	732.81	N
142163	05/07/2024	CORNHUSKER INTL TRUCKS INC	131.06	N
142164	05/07/2024	CORNHUSKER SIGN & MFG CORP	8,656.94	N
142165	05/07/2024	CORNHUSKER STATE INDUSTRIES	723.00	N
142166	05/07/2024	CREATIVE PLANNING BUSINESS SERVIC	425.00	N
142167	05/07/2024	CUMMINS SALES AND SERVICE	991.86	N
142168	05/07/2024	D & K PRODUCTS	1,113.50	N
142169	05/07/2024	DAIGLE LAW GROUP, LLC	1,800.00	N
142170	05/07/2024	DILLON BROS HARLEY DAVIDSON	288.70	N
142171	05/07/2024	DONALD B EIKMEIER	3,000.00	N
142172	05/07/2024	DOUGLAS COUNTY SHERIFF'S OFC	150.00	N
142173	05/07/2024	DULTMEIER SALES LLC	20.23	N
142174	05/07/2024	EDGEWEAR SCREEN PRINTING	151.00	N
142175	05/07/2024	FASTENAL COMPANY	954.82	N
142176	05/07/2024	FELSBURG HOLT & ULLEVIG INC	6,502.90	N
142177	05/07/2024	FERGUSON US HOLDINGS INC	126.57	N
142178	05/07/2024	FIRST RESPONDER OUTFITTERS, INC	31.90	N
142179	05/07/2024	FITZGERALD SCHORR BARMETTLER	32,110.20	N
142180	05/07/2024	FUN SERVICES	7,418.00	N
142181	05/07/2024	GALE	278.90	N
142182	05/07/2024	GALLS LLC	332.79	N
142183	05/07/2024	GENERAL FIRE & SAFETY EQUIP CO	449.00	N
142184	05/07/2024	GRAINGER	607.02	N
142185	05/07/2024	GREAT PLAINS UNIFORMS	154.00	N
142186	05/07/2024	GREGG YOUNG CHEVROLET INC	4,324.99	N
142187	05/07/2024	HARM'S CONCRETE INC	173.49	N
142188	05/07/2024	HOBBY LOBBY STORES INC	102.75	N
142189	05/07/2024	HOODMASTERS INC	1,039.70	N
142190	05/07/2024	HY-VEE INC	96.30	N
142191	05/07/2024	ICMA MEMBERSHIP RENEWALS	581.75	N
142192	05/07/2024	INGRAM LIBRARY SERVICES LLC	2,237.54	N
142193	05/07/2024	J & J SMALL ENGINE SERVICE	270.27	N
142194	05/07/2024	J&M DISPLAYS, INC	12,000.00	N
142195	05/07/2024	JONES AUTOMOTIVE INC	6,433.41	N
142196	05/07/2024	KEYMASTERS LOCKSMITH	83.97	N
142197	05/07/2024	KIMBALL MIDWEST	502.19	N
142198	05/07/2024	LABRIE, DONALD P	150.00	N
142199	05/07/2024	LARSEN SUPPLY COMPANY	1,064.79	N
142200	05/07/2024	LIBRARY IDEAS LLC	2.50	N
142201	05/07/2024	LOGAN CONTRACTORS SUPPLY	80.00	N
142202	05/07/2024	LOGO LOGIX EMBROIDERY & SCREEN	373.00	N
142203	05/07/2024	LOU'S SPORTING GOODS	315.00	N
142204	05/07/2024	LYMAN-RICHEY SAND & GRAVEL CO	1,100.44	N
142205	05/07/2024	MATHESON TRI-GAS INC	266.50	N
142206	05/07/2024	MATT FRIEND TRUCK EQUIPMENT	813.00	N
142207	05/07/2024	MCGRATH CONSULTING GROUP INC	17,645.00	N
142208	05/07/2024	MENARDS-BELLEVUE	139.96	N
142209	05/07/2024	MENARDS-RALSTON	834.33	N
142211	05/07/2024	METROPOLITAN COMMUNITY COLLEG	18,893.02	N
142212	05/07/2024	MIDWEST TAPE	23.24	N
142213	05/07/2024	MOTOROLA SOLUTIONS INC	2,370.00	N
142214	05/07/2024	MR. PICNIC	4,615.38	N
142215	05/07/2024	MSC INDUSTRIAL SUPPLY CO	71.84	N
142216	05/07/2024	MUNICIPAL PIPE TOOL CO LLC	152.04	N
142217	05/07/2024	MUSCO SPORTS LIGHTING LLC	9,400.00	N
142218	05/07/2024	NEBRASKA LAW ENFORCEMENT	120.00	N
142219	05/07/2024	NEBRASKA TURFGRASS ASSOCIATION	200.00	N
142220	05/07/2024	OFFICE DEPOT INC	454.69	N
142221	05/07/2024	OMAHA COMPOUND COMPANY	678.07	N
142222	05/07/2024	OMAHA SLINGS INCORPORATED	141.64	N

User: RPOLLOCK

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
142223	05/07/2024	OMAHA WINNELSON SUPPLY	46.52	N
142224	05/07/2024	OMNI ENGINEERING	628.88	N
142225	05/07/2024	PAPILLION SANITATION	1,893.67	N
142226	05/07/2024	PER MAR SECURITY SERVICES	206.22	N
142227	05/07/2024	POLLOCK, RHONDA	171.85	N
142228	05/07/2024	POMP'S TIRE SERVICE, INC	1,401.93	N
142229	05/07/2024	POSITIVE CONCEPTS/ATPI	466.00	N
142230	05/07/2024	RALPH PULTE-NOW & FOREVER	150.00	N
142231	05/07/2024	RDG PLANNING & DESIGN	1,400.00	N
142232	05/07/2024	RED WING BUSINESS ADVANTAGE ACC	150.00	N
142233	05/07/2024	ROBERT T. HENNRICH	192.00	N
142234	05/07/2024	RTG BUILDING SERVICES INC	6,765.00	N
142235	05/07/2024	SARPY COUNTY COURTHOUSE	4,627.00	N
142236	05/07/2024	SARPY COUNTY FISCAL ADMINSTRTN	9,750.50	N
142237	05/07/2024	SCHIMBERG COMPANY	228.72	N
142238	05/07/2024	SEWING CONCEPTS INC	330.00	N
142239	05/07/2024	SIGN IT	864.00	N
142240	05/07/2024	SPIRIT YOUTH SPORTS	960.00	N
142241	05/07/2024	STREICHER'S, INC.	5,628.00	N
142242	05/07/2024	TED'S MOWER SALES & SERVICE INC	819.30	N
142243	05/07/2024	THE COLONIAL PRESS, INC	158.01	N
142244	05/07/2024	THEATRICAL MEDIA SERVICES INC	2,225.00	N
142245	05/07/2024	TITLECORE NATIONAL, LLC	176.25	N
142246	05/07/2024	TRACTOR SUPPLY CREDIT PLAN	259.98	N
142247	05/07/2024	TY'S OUTDOOR POWER & SERVICE	1,379.18	N
142248	05/07/2024	UNITE PRIVATE NETWORKS LLC	3,850.00	N
142249	05/07/2024	UNMC	185.00	N
142250	05/07/2024	VERIZON WIRELESS	18.02	N
142251	05/07/2024	VERIZON WIRELESS	365.81	N
142252	05/07/2024	VIERREGGER ELECTRIC COMPANY	11,452.00	N
142253	05/07/2024	WHITE CAP LP	142.56	N
142254	05/07/2024	WRISTBAND WORLD LLC	455.00	N
TOTAL:			2,393,188.14	

APPROVED BY COUNCIL MEMBERS ON: 05/07/2024

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
PLANNED UNIT DEVELOPMENT– SITE PLAN & ORDINANCE AD INDUSTRIAL PARK	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSOCIATE CITY PLANNER

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared for the consideration of an application by Fenton Construction, Inc. for a Planned Unit Development to allow for the construction of an industrial park with 6 speculative industrial multi-tenant buildings on individual lots near 144th Street and Chandler Road. The PUD area would contain 4 of the buildings totaling just over 200,000 square feet, and allow for the facilities for heavy construction contractors use with limited outdoor storage on the properties south of the railroad tracks.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The applicant has requested the Planned Unit Development to establish the ingress/egress easements necessary to satisfy the lot frontage requirements of La Vista's Subdivision Regulations as three of the proposed buildings will be located south of the railroad tracks and will be accessible via approved railroad crossings through the northern lots on the site that front Chandler Road. In addition, the applicant seeks an allowance through the PUD to allow for the operation of a "Heavy Construction Contractors" use in addition to allowing for limited outdoor storage on the southern parcels adjacent to the railroad tracks (with the required screening).

This application relates to the properties for which the City recently extended its extraterritorial zoning jurisdiction (ETJ), future land use map, and zoning map to cover, as part of the property was previously under Sarpy County's jurisdiction. The property has been zoned as I-1 Light Industrial, which is substantially more restrictive on the types of industrial uses that are allowed than the previous zoning designation when under Sarpy County's Zoning Jurisdiction, IGM (Industrial General Manufacturing).

A detailed staff report is attached. The Planning Commission held a public hearing on April 4, 2024, and voted 9-0 to recommend approval of the Planned Unit Development, subject to the approval and recording of the final replat and subdivision agreement.

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 the Fenton Construction, Inc. industrial development of AD Industrial Park (the "AD Industrial Park 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 AD Industrial Park PUD is hereby adopted to provide for the development of an industrial business park development. Such industrial development will be characterized by 4 industrial buildings within the PUD area constituting a total of 201,520 square feet of building footprint, served by parking areas that provide sufficient parking. 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 zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

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

- A. "Developer" shall mean Fenton Construction, LLC, their successors and assigns.
- B. "Heavy Construction Contractors" shall mean contractors primarily engaged in heavy construction other than building, such as highways, streets, bridges, sewers, railroads, irrigation projects, flood control, and special trade contractors primarily engaged in activities of a type that are clearly specialized to such heavy construction and are not normally performed on buildings or building-related projects.
- C. "Outdoor Storage" shall mean the storage of any material for a period of greater than 72 hours not in an enclosed building, including items for sale, lease, processing, and repair (including motor vehicles). Licensed vehicles or trailers shall not be considered outdoor storage.
- D. "Plat" or "the Plat," shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.
- E. "AD Industrial Park 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.
- F. "Subdivision" shall mean the 57.8 acres of land described in Exhibit "A" hereto, to be known as "Lots 1-6 AD Industrial Park".

Section 4. Parcel Identification Map

Attached hereto and made a part of AD Industrial Park PUD for parcel delineation is the Preliminary Plat for the AD Industrial Park 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. 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 AD Industrial Park 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 AD Industrial Park PUD.
- ii. Unless otherwise specified herein, the development of the AD Industrial Park PUD shall comply with the applicable La Vista Zoning Ordinance or any other applicable City Codes.

B. Land Use Criteria

Unless provided otherwise in this AD Industrial Park PUD, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate underlying zoning district shall apply to any development within Lots 3-6 AD Industrial Park (the PUD area).

- i. Use Allowances.
 - a) Facilities for Heavy Construction Contractors shall be permitted outright on Lots 4-6 AD Industrial Park.
 - b) Outdoor storage shall be permitted outright on Lots 4-6 AD Industrial Park subject to the following requirements:
 - i. Such outdoor storage shall be placed on a hard surface paved with asphalt or concrete, or on a crushed rock surface.
 - ii. Screening shall be required through the combined use of fencing, landscaping, and/or other means as determined by the Community Development Director.
 - iii. Prior to commencement of the outdoor storage use on Lots 4-6 AD Industrial Park, a detailed site plan identifying the locations for the use of outdoor storage, the locations and types of screening present, and details regarding the type of parking surface shall be provided to the Community Development Director for review and approval. Any permits related to the screening will also need to be obtained and construction of the screening completed prior to the commencement of the use of outdoor storage on each lot.
 - iv. Outdoor storage shall not be permitted on Lot 3 AD Industrial Park.

C. Access

- i. Access points to and within the development shall be in accordance PUD Site Plan.
- ii. Public access and utility easements shall be recorded and maintained into perpetuity in accordance with the Final Plat and Subdivision Agreement to provide for proper ingress/egress for Lots 4-6 AD Industrial Park, which are located south of the BNSF Rail Road line.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such

unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, 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 8. 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 7TH DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

EXHIBIT A

Lots 3-6 AD Industrial Park, located in the S $\frac{1}{2}$, Section 14, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska.

EXHIBIT B



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

CASE NUMBERS: PPUD23-0005; PRP23-0005

FOR HEARING ON: MAY 7, 2024
REPORT PREPARED ON: MAY 1, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Fenton Construction, Inc.
Attn: Casey Fenton
PO Box 2669
Sioux City, IA 51106

B. PROPERTY OWNER:

Fenton Construction, Inc.
Attn: Casey Fenton
PO Box 2669
Sioux City, IA 51106

C. LOCATION: 14607 Chandler Road, La Vista, NE 68138, generally located southwest of the intersection of 144th Street and Chandler Road.

D. LEGAL DESCRIPTION: Tax Lot 19 in Section 14, Township 14 North, Range 11 East of the 6th PM, Sarpy County, Nebraska (Parcel #011592217 and #011040238)

E. REQUESTED ACTION(S):

1. Approval of a Planned Unit Development for AD Industrial Park to allow for the construction of speculative industrial multi-tenant buildings. There are 4 buildings proposed within the PUD area that combine to equal over 200,000 square feet, but the full development will include 6 buildings.
2. Approval of a replat application for Tax Lot 19 (Parcel #011592217 and #011040238) to be replatted as AD Industrial Park Lots 1-6.

F. EXISTING ZONING AND LAND USE: I-1 Light Industrial, Planned Unit Development (Overlay District), and a portion of the property contains the Gateway Corridor District (Overlay District). This property is currently vacant. The Future Land Use Map designates these properties as Business Park.

G. PURPOSE OF REQUEST: Applicant is seeking to construct light industrial buildings as part of the AD Industrial Park and has requested a Planned Unit Development to establish the

ingress/egress easements necessary to satisfy the lot frontage requirements of La Vista's Subdivision Regulations as three of the proposed buildings will be located south of the railroad tracks and will be accessible via approved railroad crossings through the northern lots on the site that front Chandler Road. In addition, the applicant seeks an allowance through the PUD to allow for the operation of a "Heavy Construction Contractors" use in addition to allowing for outdoor storage on the southern parcels adjacent to the railroad tracks (with the required screening).

H. **SIZE OF SITE:** The PUD area includes approximately 45.59 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	Light Industrial (Sarpy County); & Low-Medium Density Residential (Sarpy County)	IGM Industrial General Manufacturing (Sarpy County) & RS-72 Single-Family Residential (Sarpy County Zoning)	Chalco Industrial properties and the Echo Hills Neighborhood
East	Industrial	I-1 Light Industrial, I-2 Heavy Industrial, and portions with the Gateway Corridor District (Overlay District).	Chalco Valley Business Park
South	Business Park; Low-Medium Density Residential (Sarpy County); & Medium-High Density Residential (Sarpy County)	C-1 Shopping Center Commercial, Gateway Corridor District (Overlay District); RD-50 Two Family Residential (Sarpy County) and RG-15 General Residential District (Sarpy County)	Vacant Property & Chalco Pointe Neighborhood
West	Light Industrial (Sarpy County)	IGM Industrial General Manufacturing (Sarpy County)	Chalco Industrial Properties & Vacant Properties

B. **RELEVANT CASE HISTORY:**

1. On November 21, 2023 the City Council of the City of La Vista voted to extend the City's extraterritorial zoning jurisdiction to include the entirety of Tax Lot 19. At the same meeting, Council voted to amend the City's Future Land Use Map of the Comprehensive Plan to designate the property as Business

Park, in addition to amending the Official Zoning Map to zone the property I-1 Light Industrial, with a portion of the property fronting S. 144th Street with the Gateway Corridor Overlay District designation.

C. APPLICABLE REGULATIONS:

1. Section 5.13 of the City of La Vista Zoning Ordinance – I-1 Light Industrial
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)
4. Section 7.16 of the City of La Vista Zoning Ordinance – Performance Standards for Industrial Uses
5. Section 3.07 of the La Vista Subdivision Regulation – Replat Procedures

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the La Vista Comprehensive Plan designates this property for Business Park development. The La Vista Land Use Plan lists the I-1 Light Industrial Zoning District as a potential/compatible zone for the Business Park designation. Subsequently, light industrial development in this location is compatible with the Future Land Use Map and the La Vista Comprehensive Plan.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. The development will have driveway access to Chandler Road. The western-most proposed building (to be located south of the railroad tracks) will have access over a railroad crossing to Kearney Ave that connects with Chandler Road. Another driveway to Chandler Road will connect the other three proposed buildings within the PUD area, two of which will be accessed through an additional railroad crossing to the two buildings to be located south of the tracks.
2. A Traffic Impact Analysis (TIA) was prepared by Lamp Ryneerson and provided to the City for review. The TIA suggested that no public improvements will be required to address/accommodate the additional traffic that will be generated by the proposed development. The TIA was also reviewed by Sarpy County (as Chandler Road is under their authority), and the Nebraska Department of Transportation (as Highway 50/S. 144th Street is under their authority). Both organizations provided comments to the applicant which were

addressed in a revised report, and both organizations have expressed that the report is acceptable, along with the City Engineer. The TIA (without appendices) is attached to this report.

3. A permanent ingress/egress easement will be recorded along with the Final Plat to ensure proper access to the buildings south of the railroad tracks that do not directly abut Chandler Road. The draft easement language has been provided to and reviewed by the City.
4. BNSF Railway has given their approval for the two proposed railroad crossings and has executed agreements with the property owner/applicant that allow for their construction and use.

D. UTILITIES:

1. The property has access to all necessary utilities.

E. PARKING REQUIREMENTS:

1. The amount of off-street parking stalls proposed for each of the lots included within AD Industrial Park exceeds the amount required by Section 7.06 of the La Vista Zoning Ordinance. The minimum off-street parking stall requirements and the number of proposed parking stalls for each lot in the development are as follows:

<u>Lot #</u>	<u>Building Size (Square Feet)</u>	<u>Requirement</u>	<u>Required Stalls</u>	<u>Provided Stalls</u>
Lot 3	50,000	Industrial uses: 1 stall per 3,000 square feet	17	79
Lot 4	50,000		17	36
Lot 5	60,000		20	38
Lot 6	41,520		14	26
Total	201,520		68	179

IV. REVIEW COMMENTS:

1. Per Section 5.15.02.04 of the La Vista Zoning Ordinance, land uses not permitted in the underlying zoning district may be allowed by City Council through a Planned Unit Development Overlay District. The development proposal related to this application includes facilities for Heavy Construction Contractors with outdoor storage on proposed lots 4-6 (the parcels south of the railroad tracks). These uses not currently permitted in the underlying I-1 Light Industrial Zoning District, but that would be permitted through the PUD ordinance if approved by City Council. Due to the secluded nature of the parcels south of the tracks that are situated between the railroad to the north and the South Papillion Creek to the south, in addition to the screening that will be required for any

and all outdoor storage of materials through the use of fencing, landscaping, or other means as determined by the Community Development Director, staff support this allowance.

2. Outdoor storage will not be permitted on the properties fronting Chandler Road.
3. A subdivision agreement for the development has been drafted and will be reviewed by City Council along with the Final Plat. It addresses items including but not limited to: public and private improvements, maintenance of common areas, stormwater management, sewer connection fees, easements and covenants, and more.
4. Proposed lot 1 which is on the southwest corner of S. 144th Street and Chandler Road is outside of the PUD area and not included in the PUD application, but is included in the Gateway Corridor District (Overlay Zoning District) so the building, site, and landscaping design for the building on Lot 1 will need to be approved through the City's design review process and adhere to the Gateway Corridor Design Guidelines.
5. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.

V. STAFF RECOMMENDATION – PLANNED UNIT DEVELOPMENT:

Staff recommends approval of the Planned Unit Development for AD Industrial Park, contingent upon the approval of the Replat and Subdivision Agreement, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. STAFF RECOMMENDATION – REPLAT:

Staff recommends approval of the replat of Tax Lot 19, to be replatted as AD Industrial Park Lots 1-6, contingent upon approval of the Planned Unit Development and Subdivision Agreement, as the replat is consistent with La Vista's Subdivision Regulations.

VII. PLANNING COMMISSION RECOMMENDATION – PLANNED UNIT DEVELOPMENT:

The Planning Commission held a public hearing on April 4, 2024 and voted 9-0 to recommend approval of the Planned Unit Development for AD Industrial Park, contingent upon the approval of the Replat and Subdivision Agreement, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VIII. PLANNING COMMISSION RECOMMENDATION – REPLAT:

The Planning Commission held a meeting on April 4, 2024 and voted 9-0 to recommend approval of the replat of Tax Lot 19, to be replatted as AD Industrial Park Lots 1-6, contingent upon approval of the Planned Unit

Development and Subdivision Agreement, as the replat is consistent with La Vista's Subdivision Regulations.

IX. ATTACHMENTS TO REPORT:

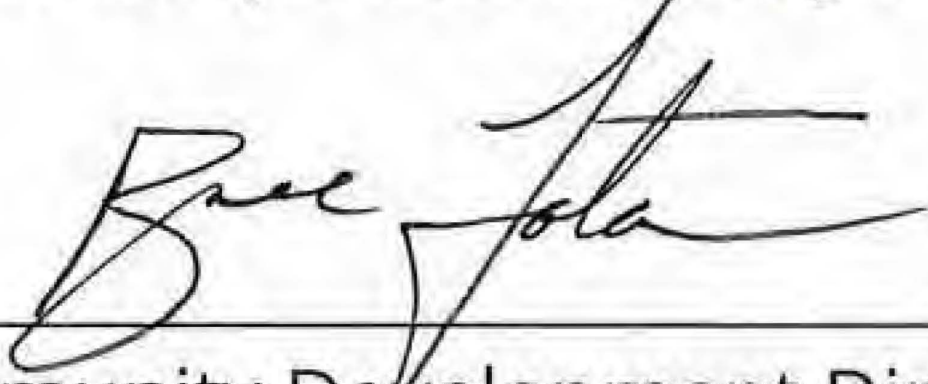
- A. Vicinity Map
- B. Review and response letters
- C. PUD plan set
- D. Preliminary Plat
- E. Final Plat
- F. Traffic Impact Analysis

X. COPIES OF REPORT SENT TO:

- A. Casey Fenton, Fenton Construction
- B. Randy Kuszak, Lamp Rynearson, Inc.
- C. Public Upon Request



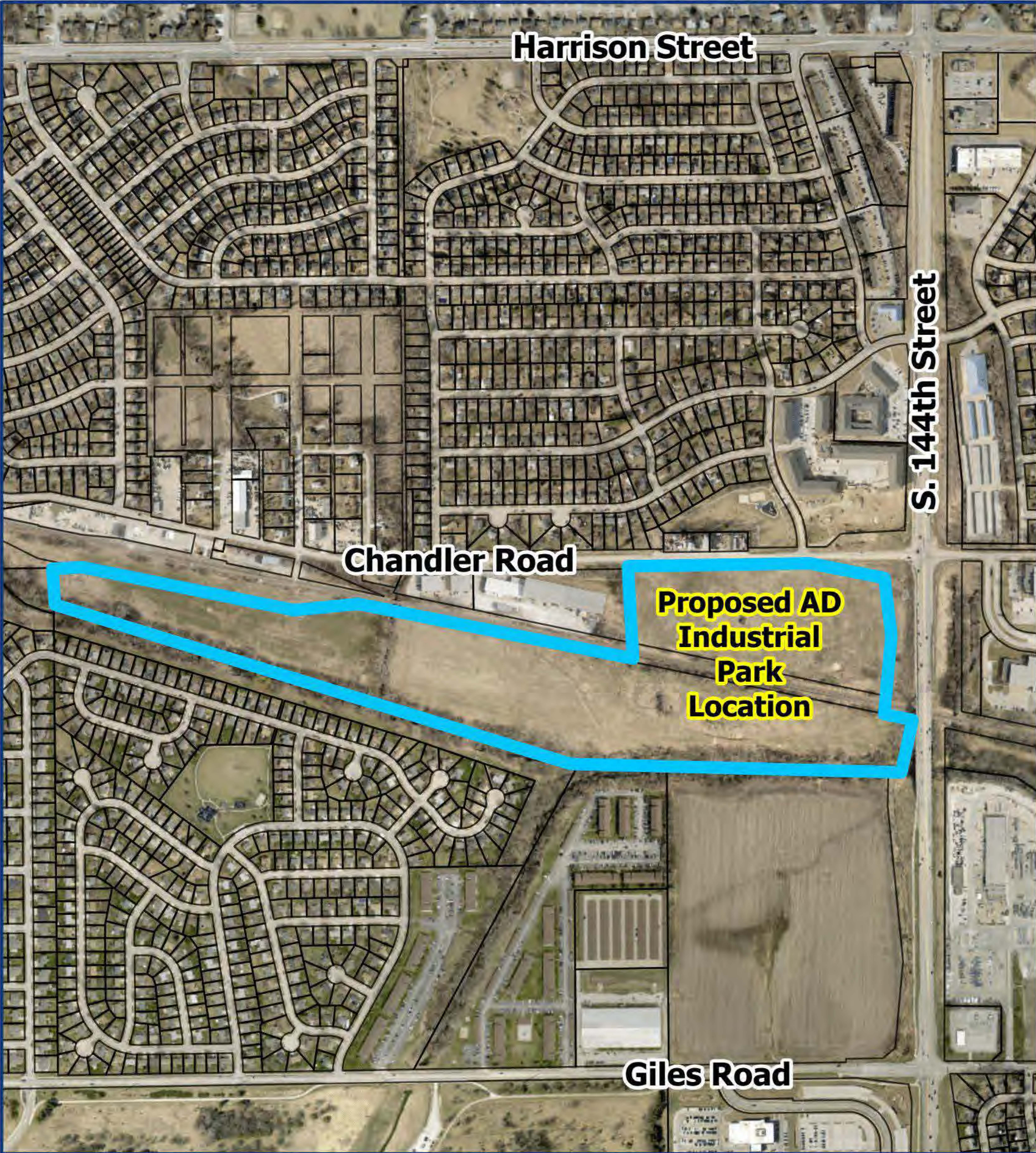
Prepared by: Associate City Planner



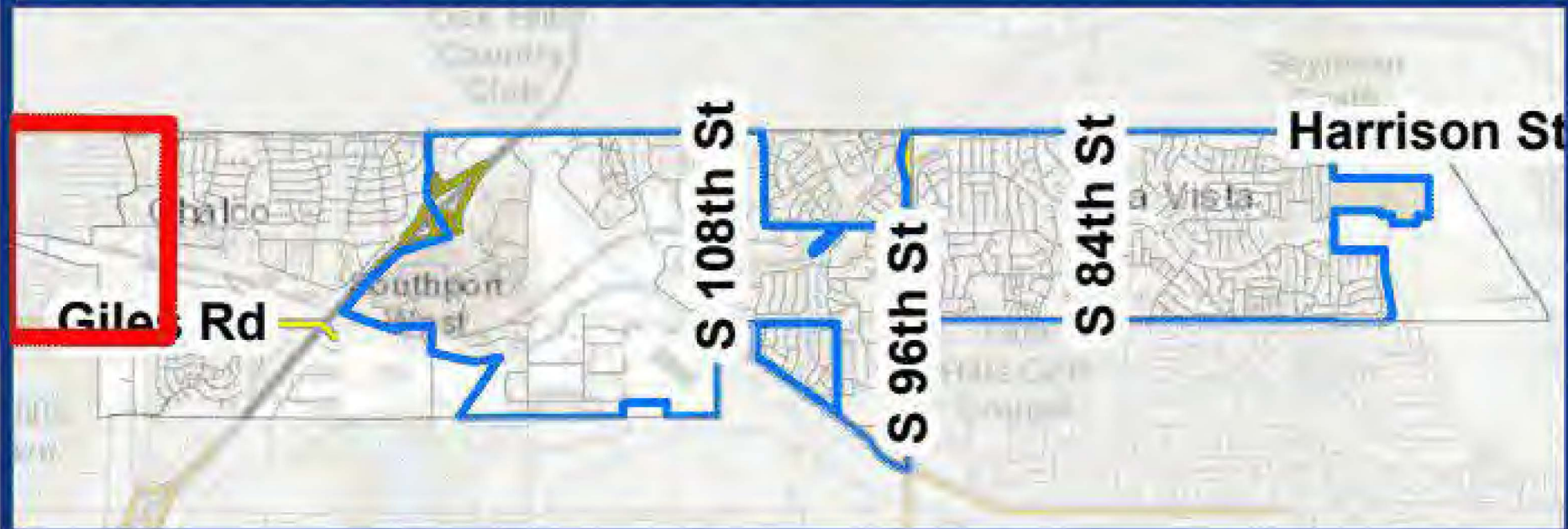
Community Development Director

4/30/24

Date



AD Industrial Park - Vicinity Map



Legend

- Property Lines
- Development Boundary





December 29, 2023

Lamp Rynearson, Inc.
Attn: Randy Kuszak
14710 West Dodge Road, STE 100
Omaha, NE 68154

RE: AD Industrial Park – Preliminary Plat & PUD Applications
Initial Review Letter

Mr. Kuszak,

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

Preliminary Plat Application

1. Regarding Section 3.03.11 of La Vista's Subdivision regulations, a qualified environmental specialist must delineate the locations of any wetlands on site, if applicable.
2. Regarding Section 3.03.19, the traffic impact analysis and access points along Chandler Road need to be reviewed and approved by Sarpy County Public Works as Sarpy County operates and maintains this portion of Chandler Road. Upon confirmed review by the County, the City may elect to have the analysis further reviewed by the City's third-party reviewer.

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

3. Regarding Section 3.03.19, the traffic impact analysis of the intersection of HWY 50 and Chandler Road needs to be reviewed by the Nebraska Department of Roads (NDOT) as the NDOT operates and maintains HWY 50. Upon confirmed review by the NDOT, the City may elect to have the analysis further reviewed by the City's third-party reviewer.
4. Regarding Section 3.03.20.1, please provide the depth of the sanitary sewer that transects the proposed lots 4, 5 and 6. Generally, Lots 5 and 6 fall outside of the City's current Wastewater Service Agreement with the City of Omaha, and therefore the City of Omaha will need to evaluate how the lots would be served, and if the current Wastewater Service Agreement would need to be amended. La Vista Public Works will contact Omaha Public Works to begin the evaluation.
5. Regarding Section 3.03.20.4, as the subdivision is a new platting, the Post Construction Storm Water Management Plan (PCSMP) should meet the no-net increase requirements for the 2, 10, and 100-year storm events.
6. Regarding Section 3.03.20.4, please confirm the catchment area delineation and impact point calculation locations are consistent with the current City of Omaha Stormwater Design Manual.
7. Regarding Section 3.03.20.4, please provide a draft Maintenance Agreement and Easement for review.
8. Draft language and exhibits for the public access and utility easement noted on the preliminary plat that is to be recorded via separate instrument will be required as part of the review process for the Final Plat.

Planned Unit Development Application

9. Regarding Section 5.15.04.04, please provide details on the two proposed private railroad crossings/access driveways, to ensure that they will adequately support the anticipated traffic generated by this development in a safe manner (crossing dimensions, associated improvements, any potential barricading, signage, lights, etc.)

10. Regarding Section 5.15.05.02.2, please provide the height of all proposed structures.
11. Regarding Section 5.15.05.04, please show the point of connection and other pertinent design information for the sanitary sewer. Generally, Lots 5 and 6 fall outside of the City's current Wastewater Service Agreement with the City of Omaha, and therefore the City of Omaha will need to evaluate how the lots would be served, and if the current Wastewater Service Agreement would need to be amended. La Vista Public Works will contact Omaha Public Works to begin the evaluation.
12. Regarding Zoning Ordinance Section 5.15.04.13, provisions for the proper maintenance and ownership of common spaces (including shared access drives) shall be included in the submittal.
13. Regarding Zoning Ordinance Section 5.15.05.09, please submit copies of any restrictive covenants that are to be recorded with respect to the properties included in the planned development district.
14. Do you anticipate the construction of ground monument signs for each of the lots fronting Chandler Road? If so, please identify the potential locations for those signs and include setback distances.
15. Any outdoor storage of materials permitted through the Planned Unit Development Ordinance on proposed Lots 4, 5, and 6 shall be screened from view. Screening will be required in the form of fencing, landscaping, or other means as determined by the Community Development Director.

General Development Comments

16. The building design for the proposed building on Lot 1 AD Industrial Park must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit submittal. The full design review process will be conducted outside of the PUD and replat approval processes, with the exception of the review of the preliminary landscaping plan. The City's third-party Design Review Architect is currently reviewing the landscaping plan, and comments may be forthcoming.

17. Please add parking lot light pole locations to the landscaping plan of the PUD plan set in order to ensure there are no conflicts with the planting plan as presented.

Please resubmit 2 paper copies of the Preliminary Plats, PUD site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter.

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,

A handwritten signature in blue ink, reading "Cale Brodersen". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Cale Brodersen, AICP
Associate City Planner
City of La Vista
cbrodersen@cityoflavista.org
(402) 593-6400

cc:

Casey Fenton, Fenton Construction
Bruce Fountain, Community Development Director – City of La Vista
Chris Solberg, Deputy Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista
Garrett Delgado, Engineer Assistant – City of La Vista

VIA Email

January 10, 2024

**LAMP
RYNEARSON**

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Omaha, NE 68154
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LampRynearson.com

Cale Brodersen, AICP
Associate City Planner
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

REFERENCE: AD Industrial Park
Review Comments – Preliminary Plat & PUD Applications
Job No. 0123094.01-003

Dear Mr. Brodersen:

Submitted herewith are our responses to comments received from City of La Vista Planning Department, letter dated December 29, 2023, and from Schemmer, letter dated January 5, 2024, for the submittal of the Preliminary Plat and PUD Applications for the AD Industrial Park project, located near Highway 50 and Chandler Road.

City of La Vista Planning Department Comments

Preliminary Plat Application

1. Regarding Section 3.03.11 of La Vista's Subdivision regulations, a qualified environmental specialist must delineate the locations of any wetlands on site, if applicable.

Response: Agreed, a wetland delineation report identifying jurisdictional wetlands has been included in the resubmittal documents.

2. Regarding Section 3.03.19, the traffic impact analysis and access points along Chandler Road need to be reviewed and approved by Sarpy County Public Works as Sarpy County operates and maintains this portion of Chandler Road. Upon confirmed review by the County, the City may elect to have the analysis further reviewed by the City's third-party reviewer.

Response: Agreed.

3. Regarding Section 3.03.19, the traffic impact analysis of the intersection of HWY 50 and Chandler Road needs to be reviewed by the Nebraska Department of Roads (NDOT) as the NDOT operates and maintains HWY 50. Upon confirmed review by the NDOT, the City may elect to have the analysis further reviewed by the City's third-party reviewer.

Response: Agreed.

4. Regarding Section 3.03.20.1, please provide the depth of the sanitary sewer that transects the proposed lots 4, 5, and 6. Generally, Lots 5 and 6 fall outside of the City's current Wastewater Service Agreement with the City of Omaha, and therefore the City of Omaha will need to evaluate how the lots would be served, and if the current Wastewater Service Agreement would need to be amended. La Vista Public Works will contact Omaha Public Works to begin the evaluation.

Response: Depths of the sanitary sewer transecting Lots 4, 5 and 6 was unable to be determined during field investigation due to ceased manholes. Information on the interceptor sewer is in the process of being requested from the City of Omaha and upon receipt of the record drawings, they will be forward to the Public Works department. A manhole feeding into the interceptor sewer was able to be surveyed, indicating a depth of approximately 8.5'. As all proposed buildings will be slab on grade, raised to a minimum of 1' above the base flood elevation, we anticipate no issues with providing gravity service to each of the buildings. It is anticipated that each building service will tap an existing interceptor sewer manhole, and that as necessary, a manhole drop connection compliant with the City of Omaha Standard Plate 703-03 will be utilized to meet the grade of the sewer.

5. Regarding Section 3.03.20.4, as the subdivision is a new platting, the Post Construction Storm Water Management Plan (PCSMP) should meet the no-net increase requirements for the 2, 10, and 100-year storm events.

Response: PCSMP updated to require 2, 10 and 100-year storm events. CFS requirements calculated and shown in associated table on PCSMP exhibits and drainage study have been revised and included in the resubmittal package.

6. Regarding Section 3.03.20.4, please confirm the catchment area delineation and impact point calculation locations are consistent with the current City of Omaha Stormwater Design Manual.

Response: Confirmed. Area delineation and impact point calculation locations are consistent with current ORSDM.

7. Regarding Section 3.03.20.4, please provide a draft Maintenance Agreement and Easement for review.

Response: A draft Maintenance Agreement and Easement has been provided. As proposed, each individual lot owner will be required to submit PCSMP measures through the city process at the time of building permit, and will be responsible for providing an acceptable maintenance agreement and easement to the city. The PCSMP shown on the submittal establishes the baseline allowable peak flow and water quality conditions for each lot.

8. Draft language and exhibits for the public access and utility easement noted on the preliminary plat that is to be recorded via separate instrument will be required as part of the review process for the Final Plat.

Response: Draft exhibits and language for all proposed easements shown on the plat have been included as part of the resubmittal package.

Planned Unit Development Application

9. Regarding Section 5.15.04.04, please provide details on the two proposed private railroad crossings/access driveways, to ensure that they will adequately support the anticipated traffic generated by this development in a safe manner (crossing dimensions, associated improvements, any potential barricading, signage, lights, etc.).

Response: Cross sections showing details of the concrete crossings to be constructed are included as part of

the resubmittal. Each crossing will be 40' wide as permitted with the Railroad. Each crossing approach will have Railroad Crossing signs in accordance with MUTCD, and will utilize a flashing indicator sign, without a crossing bar. All proposed railroad crossing equipment and improvements will be approved as required by BNSF railroad.

10. Regarding Section 5.15.05.02.2, please provide the height of all proposed structures.

Response: All structures are anticipated to have a height of 40'. The table on the PUD site plan has been updated.

11. Regarding Section 5.15.05.04, please show the point of connection and other pertinent design information for the sanitary sewer. Generally, Lots 5 and 6 fall outside of the City's current Wastewater Service Agreement with the City of Omaha, and therefore the City of Omaha will need to evaluate how the lots would be served, and if the current Wastewater Service Agreement would need to be amended. La Vista Public Works will contact Omaha Public Works to begin the evaluation.

Response: Sanitary connections are shown on original PUD utility plan. Lots 4-6 are connected at existing manholes on City of Omaha Interceptor south of the properties. Lot 3 will connect to proposed public sanitary line that passes through Lot 1 and 2. Service agreement will need to be amended. Connections will be made at a minimum depth above floodplain elevation. We are in the process of requesting invert information from the City of Omaha.

12. Regarding Zoning Ordinance Section 5.15.04.13, provisions for the proper maintenance and ownership of common spaces (including shared access drives) shall be included in the submittal.

Response: Common space (shared access drives) are identified by easements for this development. The land will be owned by the underlying property owner, the rights to the easement will be held by all property owners with rights to each easement. Maintenance will be the obligation of the underlying property owner. Provisions for ownership and maintenance are indicated on the draft easement documents which have been included as a part of the resubmittal.

13. Regarding Zoning Ordinance Section 5.15.05.09, please submit copies of any restrictive covenants that are to be recorded with respect to the properties included in the planned development district.

Response: Draft Covenants have been included as part of the resubmittal package.

14. Do you anticipate the construction of ground monument signs for each of the lots fronting Chandler Road? If so, please identify the potential locations for those signs and include setback distances.

Response: Ground monument signs for each of the lots fronting Chandler Road are not anticipated.

15. Any outdoor storage of materials permitted through the Planned Unit Development Ordinance on proposed Lots 4, 5 and 6 shall be screened from view. Screening will be required in the form of fencing, landscaping, or other means as determined by the Community Development Director.

Response: Agreed.

General Development Comments

16. The building design for the proposed building on Lot 1 AD Industrial Park must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit submittal. The full design review process will be conducted outside of the PUD and replat approval processes, with the exception of the review of the preliminary landscaping plan. The City's third-party Design Review Architect is currently reviewing the landscaping plan, and comments may be forthcoming.

Response: Agreed. We have received comments related to the preliminary landscaping plan. As this area is outside the PUD and replat approval process, the comments will be addressed as part of a future design review process for that site plan prior to building permit submittal. For clarity, landscaping shown on the PUD landscaping plan for all lots outside the PUD limits have been removed.

17. Please add parking lot light pole locations to the landscaping plan of the PUD plan set in order to ensure there are no conflicts with the plating plan as presented.

Response: Parking lot light pole locations have been added to the landscaping plan. A mix of Pole mount lighting and building mount downlighting will be utilized for all buildings.

Schemmer Comments

Landscaping

1. Per 4.III.D.2, a minimum of one species of coniferous tree is required, none are included in the plant schedule.

Response: A species of coniferous tree has been added to the plant schedule.

2. Per 4.III.F, Landscape plan shall be designed to provide natural undulating landscape forms and avoid straight line plantings. All proposed plantings are arranged as straight line plantings.

Response: The landscape plan for Lot 1 will be modified to provide natural undulating landscape forms and avoid straight line plantings when submitted for design review at the time of end user lot development. The area of plantings in Lot 3 along Chandler Road are outside the limits of the Corridor Overlay District. For clarity, all plantings outside the limits of the PUD area have been removed from the Landscape plan.

3. Compliant screening shrubs are included in the planting list, but not included on the submitted plan. For clarity, all plantings outside the limits of the PUD area have been removed from the Landscape plan.

Response: Screening shrubs are located along the north lot line of Lot 3 along Chandler Road and are denoted by a hatch.

4. Irrigation required per 4.III.G not indicated on plans.

Response: The requirement for irrigation has been added for Lot 4, which is the only lot within the Corridor Overlay District that falls within the PUD area. The requirement for irrigation will be added to future landscape plans for Lot 1 when they are submitted. For clarity, all plantings outside the limits of the PUD area have been removed from the Landscape plan.

5. Parking areas and traffic ways are not indicated as landscaped in accordance with 4.III.H.

Response: Additional landscape islands with trees have been added to the parking lots of Lot 4 per 4.III.H. All other parking lot areas within the PUD area are outside the Corridor Overlay District. For clarity, all plantings outside the limits of the PUD area have been removed from the Landscape plan.

Documents included in this resubmittal are as follows (2 copies each):

1. Waters of the US Delineation Report
2. Preliminary Plat PCSMP Plan
3. PUD Site Plan
4. PUD Utility Plan
5. PUD Landscape Plan
6. PUD PCSMP Plan
7. Draft PCSMP Maintenance Agreement
8. Draft Easement Exhibits and Language
9. Draft Covenants
10. Preliminary Drainage Study

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

Sincerely,

LAMP RYNEARSON



Randy R. Kuszak, P.E.
Senior Project Manager



February 2, 2024

Lamp Rynearson, Inc.
Attn: Randy Kuszak
14710 West Dodge Road, STE 100
Omaha, NE 68154

RE: AD Industrial Park – Preliminary Plat and PUD Applications
2nd Review Letter

Mr. Kuszak,

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

Preliminary Plat Application

1. Lamp Rynearson Response #1 – Please include in the environmental documentation and/or PUD submittals confirmation that development on Lots 4, 5, and 6 meet or exceed the 3:1+50' major stream setback as defined in Exhibit B of the 2019 Papillion Creek Watershed Partnership Interlocal Agreement.

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

2. Lamp Rynearson Responses #2 and #3 – Please review and revise the traffic impact analyses as to incorporate the comments of Sarpy County and the Nebraska Department of Transportation (NDOT). It would appear comments in regard to the existing traffic signal configuration at the intersection of 144th Street and Chandler Road, and the future lane configuration (4 lanes vs. 6 lanes) of HWY 50/144th Street will likely modify the current and projected Level of Service. Upon further review, the City may still engage a review with the City's 3rd party reviewer. Copies of the responses from Sarpy County and NDOT have been attached to this letter for your review.
3. Lamp Rynearson Response #9 – In review of the provided Private Crossing Agreements for the two (2) private rail crossings, it would appear each crossing agreement is valid for 25 years. What are the provisions/assurances to ensure that the lots south of said crossings will be accessible into perpetuity?

Planned Unit Development Application

1. The boundaries of the PUD Site Plans within the submittal package are not contiguous. The boundaries of the PUD Site Plan set should match that of the PUD district boundary set within the Zoning Map Amendment approved by the City Council on November 21, 2023. Attached is an excerpt from the City Council packet that depicts the PUD district boundary as contiguous, crossing over the railroad along the eastern edge of Lot 3 in the submitted plan set.
2. Lamp Rynearson Response #9 - In review of the provided Private Crossing Agreements for the two (2) private rail crossings, it is not clear if the oncoming trains will sound horns in advance of the crossing. Does BNSF typically sound ahead of private crossings, or is that practice for public crossings?
3. Lamp Rynerson Response #11 – Please provide details on how the connection to public sanitary sewer is intended to be made. Be aware that pre- and post-connection inspection reports are to be submitted to the La Vista Public Works Department.
4. To reiterate earlier discussions, the allowance for outdoor storage on the lots that are proposed south of the railroad tracks will be completed through the

adopting PUD Ordinance. The ordinance will not allow for outdoor storage on the lots fronting Chandler Road on the north side of the railroad tracks.

Also please note that the aforementioned PUD Ordinance will provide requirements for screening of the outdoor storage areas. A copy of the draft ordinance will be prepared prior to Planning Commission review.

General Development Comments

5. Although no landscaping is required to be depicted on proposed Lots 1-2 of this development through the PUD Landscaping Plan. Landscaping will still be required as per Section 7.17 of the Zoning Ordinance on Lot 2 and as per Section 7.17 of the Zoning Ordinance at the Gateway Corridor District on Lot 1.

Please resubmit 2 paper copies of the Preliminary Plats, PUD site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter.

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 are able to submit the final plat at this time, staff could begin internal review and the preliminary and final Plats could be reviewed by the Planning Commission and City Council at the same time to reduce the overall approval schedule (as opposed to submitting the final plat after City Council approval of the preliminary plat). If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



Cale Brodersen, AICP
Associate City Planner
City of La Vista
cbrodersen@cityoflavista.org
(402) 593-6400

cc;

Casey Fenton, Fenton Construction

Bruce Fountain, Community Development Director – City of La Vista

Chris Solberg, Deputy Community Development Director – City of La Vista

Pat Dowse, City Engineer – City of La Vista

Garrett Delgado, Engineer Assistant – City of La Vista

VIA Email

February 15, 2024

**LAMP
RYNEARSON**

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LampRynearson.com

Cale Brodersen, AICP
Associate City Planner
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

REFERENCE: AD Industrial Park
Review Comments – Preliminary Plat & PUD Applications (2nd Review)
Job No. 0123094.01-003

Dear Mr. Brodersen:

Submitted herewith are our responses to comments received from City of La Vista Planning Department, letter dated February 2, 2024, for the submittal of the Preliminary Plat and PUD Applications for the AD Industrial Park project, located near Highway 50 and Chandler Road.

City of La Vista Planning Department Comments
Preliminary Plat Application

1. Please include in the environmental documentation and/or PUD submittals confirmation that development on Lots 4, 5 and 6 meet or exceed the 3:1 +50' major stream setback as defined in Exhibit B of the 2019 Papillion Creek Watershed Partnership Interlocal Agreement.

Response: Major setback lines for the 3:1 +50' have been added to the PUD Grading, Site, PCSMP and Utility Plans showing the 3:1 + 50' does not intersect proposed development inside Lots 4, 5, and 6. Additionally, the 3:1 + 50' line has been added to the Preliminary Plat Storm Sewer, Grading and Erosion Control Plan, Paving and Sanitary Plan, and PCSMP Plan as well.

2. Please review and revise the traffic impact analyses as to incorporate the comments of Sarpy County and Nebraska Department of Transportation (NDOT). It would appear comments regarding the existing traffic signal configuration at the intersection of 144th Street and Chandler Road, and the future lane configuration (4 lanes vs. 6 lanes) of HWY 50/144th Street will likely modify the current and projected Level of Service. Upon further review, the City may still engage a review with the City's 3rd party reviewer. Copies of the responses from Sarpy County and NDOT have been attached to this letter for your review.

Response: An updated Traffic Impact Analysis has been included with the resubmittal addressing the comments provided by NDOT and JEO. Comment responses for the Traffic Study comments provided are included in the NDOT matrix format for ease of resubmittal to NDOT. A copy of the filled-out comment matrix is included with the resubmittal documents.

3. In review of the provided Private Crossing Agreements for the two (2) private rail crossings, it would appear such crossing agreement is valid for 25 years. What are the provisions/assurances to ensure that the lots south of said crossings will be accessible into perpetuity?

Leaving a **Legacy**

Response: The crossing agreement is for the upgrade of the physical crossing, which is the concrete panels which are to be installed. The 25-year time period is consistent with the expected lifespan of the concrete crossing panels, and is the period the railroad will assume maintenance of the privately constructed panels. After the 25-year period, the railroad will no longer assume maintenance, and if replacement is needed due to their condition, the current owners of Lots 4, 5 and 6 will need to seek replacement and a new Private Crossing Agreement. The actual crossing right is already in existence as the railroad makes Lots 4, 5, and 6 landlocked and inaccessible without crossing the railroad ROW. The existing grant of access is being utilized. The railroad has reviewed and approved the improvements to the existing access indicates they agree with the existence of the permanent access points.

Planned Unit Development Application

4. The boundaries of the PUD Site Plans within the submittal package are not contiguous. The boundaries of the PUD Site Plan set should match that of the PUD district boundary set within the Zoning Map Amendment approved by the City Council on November 21, 2023. Attached is an excerpt from the City Council packet that depicts the PUD district boundary as contiguous, crossing over the railroad along the eastern edge of Lot 2 in the submitted plan set.

Response: PUD limit has been redrawn to be continuous located along the eastern edge of Lot 3 projected across the Railroad ROW. The owner does not desire to include Lot 2 in the PUD.

5. In review of the provided Private Crossing Agreements for the two (2) private rail crossings, it is not clear if the oncoming trains will sound horns in advance of the crossing. Does BNSF typically sound ahead of private crossings, or is that practice for public crossings?

Response: Federal Railroad Administration regulations require horn sounding occurs at all public at grade crossings. This crossing is currently a private crossing, so a sounding of the horns would not appear to be required by regulation. Ultimately the decision for the operation of trains through this corridor will be solely at the discretion of the railroad. The applicant does not intend to seek any non-standard horn sounding practices from the railroad for these crossings.

6. Please provide details on how the connection to public sanitary sewer is intended to be made. Be aware that pre- and post-connection inspection reports are to be submitted to the La Vista Public Works Department.

Response: It is anticipated each building service will tap into the existing interceptor sewer manholes for Lots 4, 5 and 6, and as necessary, include a manhole drop connection compliant with the City of Omaha Standard Plate 703-03. All connections shall be set to match crowns of the existing outflow pipe crown. For the connection to the existing City of La Vista sanitary sewer for Lots 1, 2 and 3 service, a connection will be made such that the tapping sewer enters the existing manhole above the shoulder of the manhole invert, approximately 0.5' above the outflow flowline. Existing manholes will be utilized as if the condition is deemed acceptable by the City and replaced with new structures should it be necessary. Pre and Post connection inspection reports will be submitted to the La Vista Public Works Department during design and after construction. All taps will be in accordance with City of Omaha Standard Plate 700-02.

7. To reiterate earlier discussions, the allowance for outdoor storage on the lots that are proposed south of the railroad tracks will be completed through the adopting PUD Ordinance. The ordinance will not allow for outdoor storage on the lots fronting Chandler Road on the north side of the railroad tracks.

Response: The applicant is in agreement with this statement.

8. Also please note the aforementioned PUD Ordinance will provide requirements for screening of the outdoor storage areas. A copy of the draft ordinance will be prepared prior to Planning Commission review.

Response: The applicant is in agreement with this statement.

General Development Comments

9. Although no landscaping is required to be depicted on proposed Lots 1-2 of this development through the PUD Landscaping Plan. Landscaping will still be required as per Section 7.17 of the Zoning Ordinance on Lot 2 and as per Section 7.17 of the Zoning Ordinance at the Gateway Corridor District on Lot 1.

Response: Agreed. Landscaping compliant with the applicable zoning ordinance and previously provided comments will be provided as part of building permit submittals for each lot as they are developed.

Documents included in this resubmittal are as follows (2 copies each):

1. Traffic Impact Analysis.
2. NDOT Comment Matrix.
3. Preliminary Plat PCSMP Plan.
4. Preliminary Plat Paving and Sanitary Sewer Plan.
5. Preliminary Plat Storm Sewer, Grading and Erosion Control Plan.
6. P.U.D. Site Plan.
7. P.U.D. Emergency Vehicle Access Exhibit.
8. P.U.D. Landscape Plan.
9. P.U.D. Post Construction Stormwater Management Plan.
10. P.U.D. Grading Plan.
11. P.U.D. Utility Plan.
12. Draft Subdivision Agreement.
13. Draft Subdivision Agreement Exhibits (8.5"x11"):
 - a. Surveyors Certificate.
 - b. Final Plat.
 - c. Post Construction Stormwater Management Plan.
 - d. Draft PCSMP Maintenance Agreement.
 - e. Draft Sewer Connection Agreement.

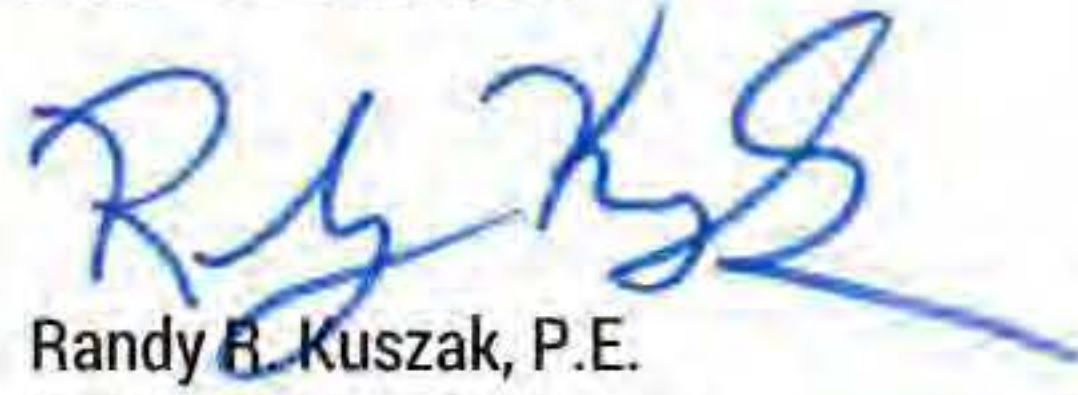
AD Industrial Park
2nd Review Comments – Preliminary Plat & PUD Applications
Job No. 0123094.01-003
February 15, 2024
Page 4 of 4

- f. Draft Easement Exhibits and Language.
- g. Draft Restrictive Covenants.

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

Sincerely,

LAMP RYNEARSON



Randy B. Kuszak, P.E.
Senior Project Manager

AD INDUSTRIAL PARK

LOTS 1 THROUGH 6, INCLUSIVE, BEING A PLATTING OF PART OF TAX LOT 19 IN THE SOUTH HALF OF SECTION 14,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

LAMP
RYNEARSON

CHAMPA, NEBRASKA
FORT COLLINS, COLORADO
KANSAS CITY, MISSOURI



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

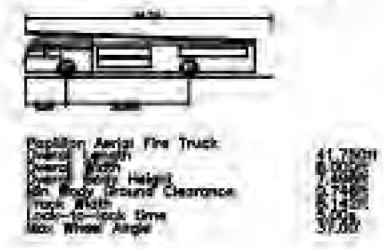
PROJECT LOCATION



LEGEND

- | | | |
|-----------------------------|---------------------|-------------------|
| PROPERTY LINE | PLUMED END SECTION | |
| LOT LINE | TREE OFFICE MANHOLE | |
| SECTION LINE | TREE HYDRANT | |
| EASEMENT | + | GAS VALVE |
| NO ACCESS LINE | + | GAS WARNING SIGN |
| PER. DIST. #80-15439 | + | GRATE ALIET |
| SANITARY SEWER | + | GRATE ALIET ROUNO |
| STORM SEWER | + | GRATE ALIET ROUNO |
| RECORD SANITARY SEWER | + | GRATE ALIET ROUNO |
| OVERHEAD POWER | + | GRATE ALIET ROUNO |
| GAS | + | GRATE ALIET ROUNO |
| RECORD GAS | + | GRATE ALIET ROUNO |
| RECORD WATER | + | GRATE ALIET ROUNO |
| FENCE | + | GRATE ALIET ROUNO |
| GUARD RAIL | + | GRATE ALIET ROUNO |
| APPROXIMATE FLOOD ZONE LINE | + | GRATE ALIET ROUNO |
| TREE LINE | + | GRATE ALIET ROUNO |
| RAILROAD TRACIS | + | GRATE ALIET ROUNO |
| GRAVEL AND DIRT EDGE | + | GRATE ALIET ROUNO |
| AREA INLET HOUNO | + | GRATE ALIET ROUNO |
| BOLLARD | + | GRATE ALIET ROUNO |
| CONTROL POINT | + | GRATE ALIET ROUNO |
| CLUB INLET | + | GRATE ALIET ROUNO |
| ELECTRIC MANHOLE | + | GRATE ALIET ROUNO |
| ELECTRIC TRANSFORMER | + | GRATE ALIET ROUNO |
| PROPOSED SANITARY SEWER | + | GRATE ALIET ROUNO |
| FLOW ARROW | + | GRATE ALIET ROUNO |
| PROPOSED MANHOLE | + | GRATE ALIET ROUNO |
| PROPOSED PAVEMENT | + | GRATE ALIET ROUNO |
| PROPOSED SITE PAVEMENT | + | GRATE ALIET ROUNO |
| PROPOSED BARRICADE | + | GRATE ALIET ROUNO |
| PUD LIMITS | + | GRATE ALIET ROUNO |

VEHICLE INFORMATION



PUD EMERGENCY VEHICLE ACCESS EXHIBIT

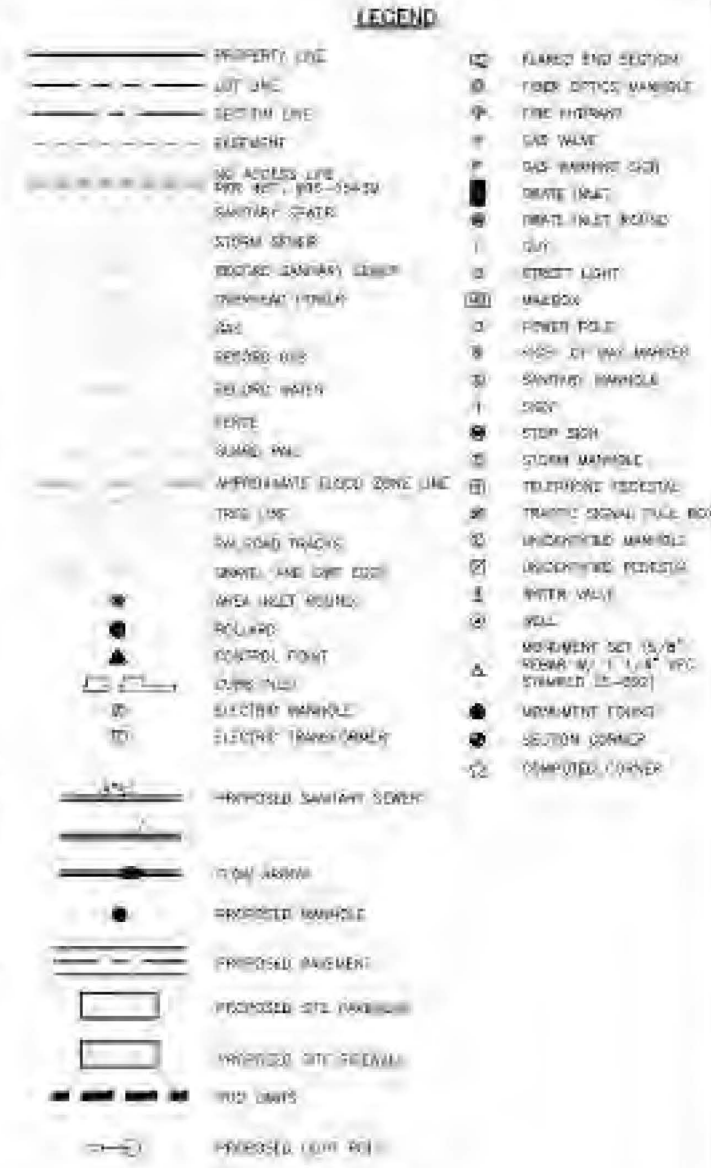
AD INDUSTRIAL PARK
SARPY COUNTY, NEBRASKA



12-04-2023
20230401-001
BOOK AND PAGE

1 OF 1

LOTS 1 THROUGH 6, INCLUSIVE, BEING A PLATTING OF PART OF TAX LOT 19 IN THE SOUTH HALF OF SECTION 14,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



PLANT SCHEDULE					
CODE	Botanical Name	Common Name	Planting Size	Height	Width
DECIDUOUS TREES					
22	OVERCUP BEECH	SHAW WHITE OAK	12 GAL	45'-65'	40'-50'
07	EUCLIDIA "MAGNIFICENT" SAME SPECIES "MILK"	HAULI HONEYLOCUST	12" GAL	40'	40'
CONIFEROUS TREES					
01	ARIS CUMULUM	CONTOUR PINE	45'-6'	50'-60'	20'-40'
SCREENING SHRUBS					
CODE	Botanical Name	Common Name	Planting Size	Height	Width
24	DIURNALIS ALONG "DODGE'S CORNER"	ODGE'S CORNER BURNING BUSH	5 GAL	8'-9'	6'-8'
24	DIURNALIS 4 "PETERMAN'S SEA BELL"	SEA GREEN JIFFIES	5 GAL	4'-5'	6'-8'



PUD: LANDSCAPE PLAN

AD INDUSTRIAL PARK
SARPY COUNTY, NEBRASKA



Call before you dig.

Know what's below.

Call before you dig.

ADDRESS

OWNER / DRIVER

 (i.e. MR./J. CARPENTER - SELLER)

DATE

 12-04-2028

PROJECT NAME

 20280401-001

BOOK AND PAGE

SHEET

1 OF 1

LOTS 1 THROUGH 6, INCLUSIVE, BEING A PLATTING OF PART OF TAX LOT 19 IN THE SOUTH HALF OF SECTION 14,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

100

PUD POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

AD INDUSTRIAL PARK
SARPY COUNTY, NEBRASKA

811

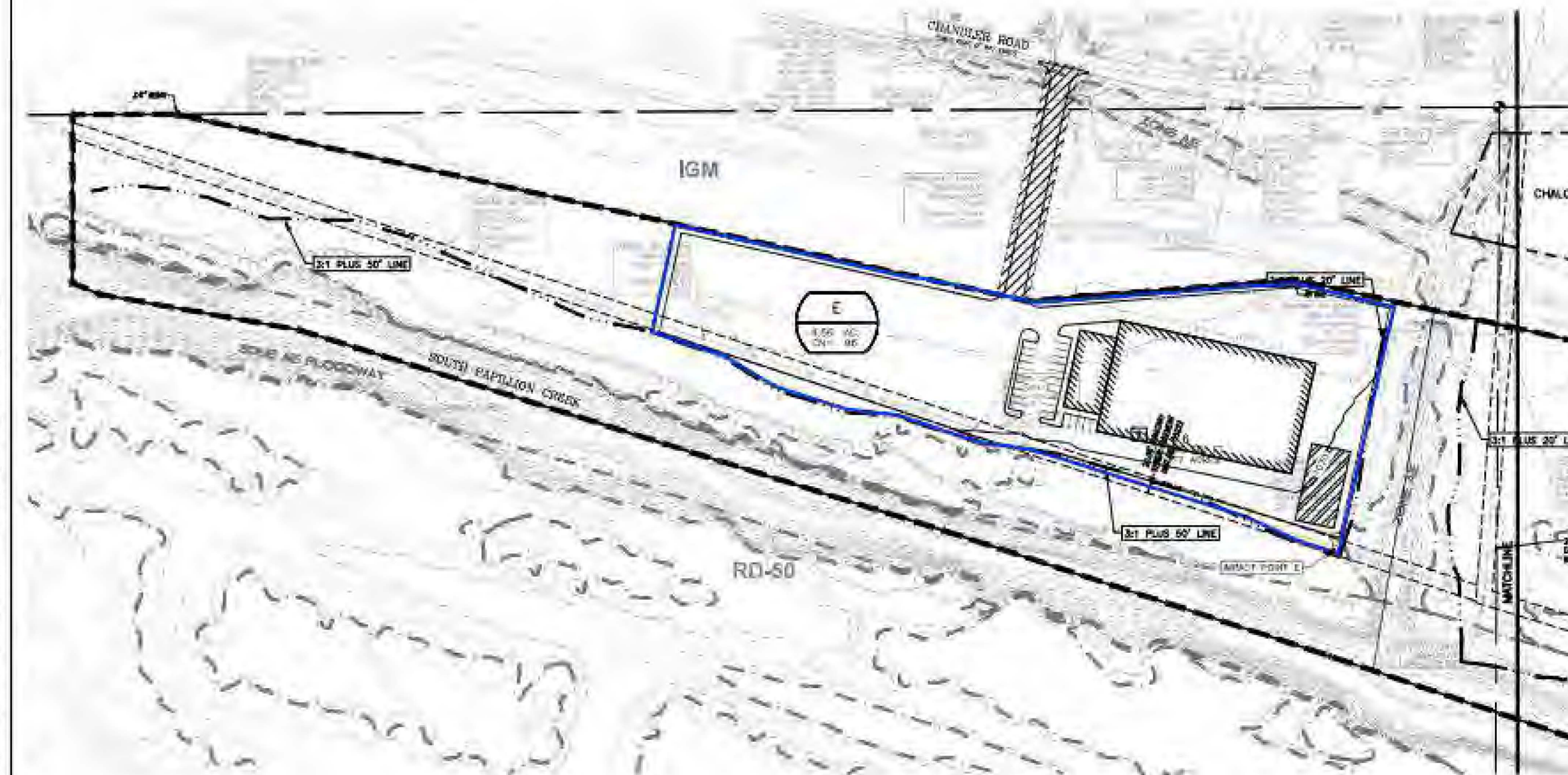
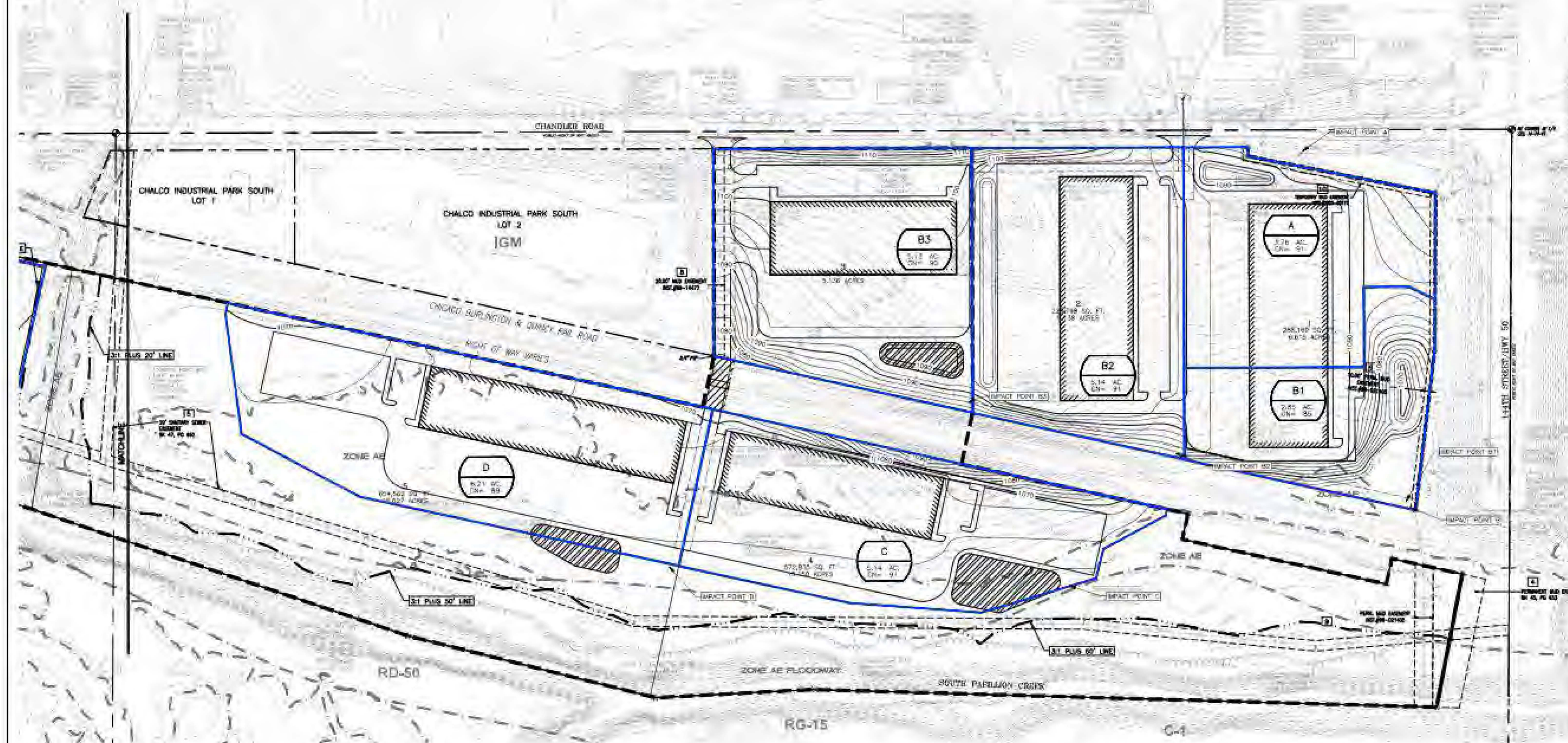
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DATE
12-04-2023
PROJECT NUMBER
001004.01-003
NOTE AND REVISION

84-321

1 of 2



Pre-Development Impact Point Summary					
Impact Point	A	B	C	D	E
Total Area (AC)	3.76	15.13	5.14	6.21	4.56
Curve Number (CN)	78	72	67	61	61
Pre-Dev Flow (CFS) [2 yr]	6.27	17.90	5.06	2.87	1.04
Pre-Dev Flow (CFS) [10 yr]	14.25	44.52	14.56	7.86	4.81
Pre-Dev Flow (CFS) [100 yr]	25.90	86.63	26.14	18.08	11.52

Post-Development Impact Post Summary									
Drainage Area (ac)	A	B1	B2	Total B	C	D	E	F	
Curve Number (CN)	91	90	91	90	89	91	88	86	
1/2" Water Quality (WQ) Volume Required (CF)	6828.367	5129.167	9825	8317.75	n/a	9324.875	11262.79	8270.88	
Proposed 1/2" Treatment Volume (CF)	6828.367	5129.167	9825	8317.75	n/a	9324.875	11262.79	8270.88	
Post-Dev Maximum Flow Allowable (CF) (10 yr)	6.27	9.89	70.6	37.91	51.6	11.67	11.64		
Post-Dev Maximum Flow Allowable (CF) (25 yr)	6.27	9.89	70.6	37.91	51.6	11.67	11.64		
Post-Dev Maximum Flow Allowable (CF) (100 yr)	6.27	9.89	70.6	37.91	51.6	11.67	11.64		

NOTE: ON VALUES USED FOR PRE-DEVELOPMENT ARE BASED ON SITE CONDITIONS, SLOPES, AND INFORMATION PROVIDED BY SOIL SURVEY. THEY ARE AS FOLLOWS:

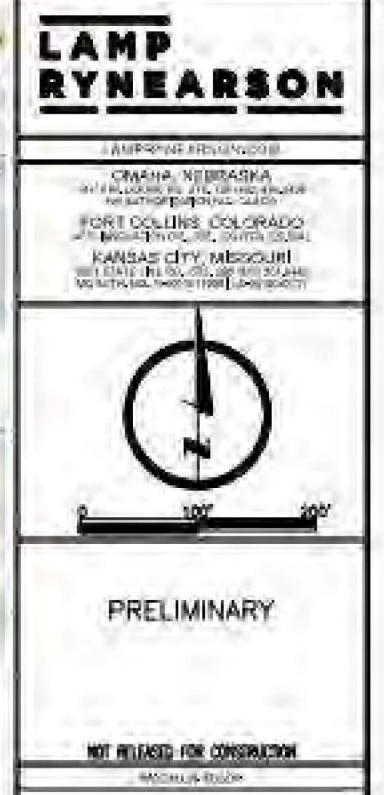
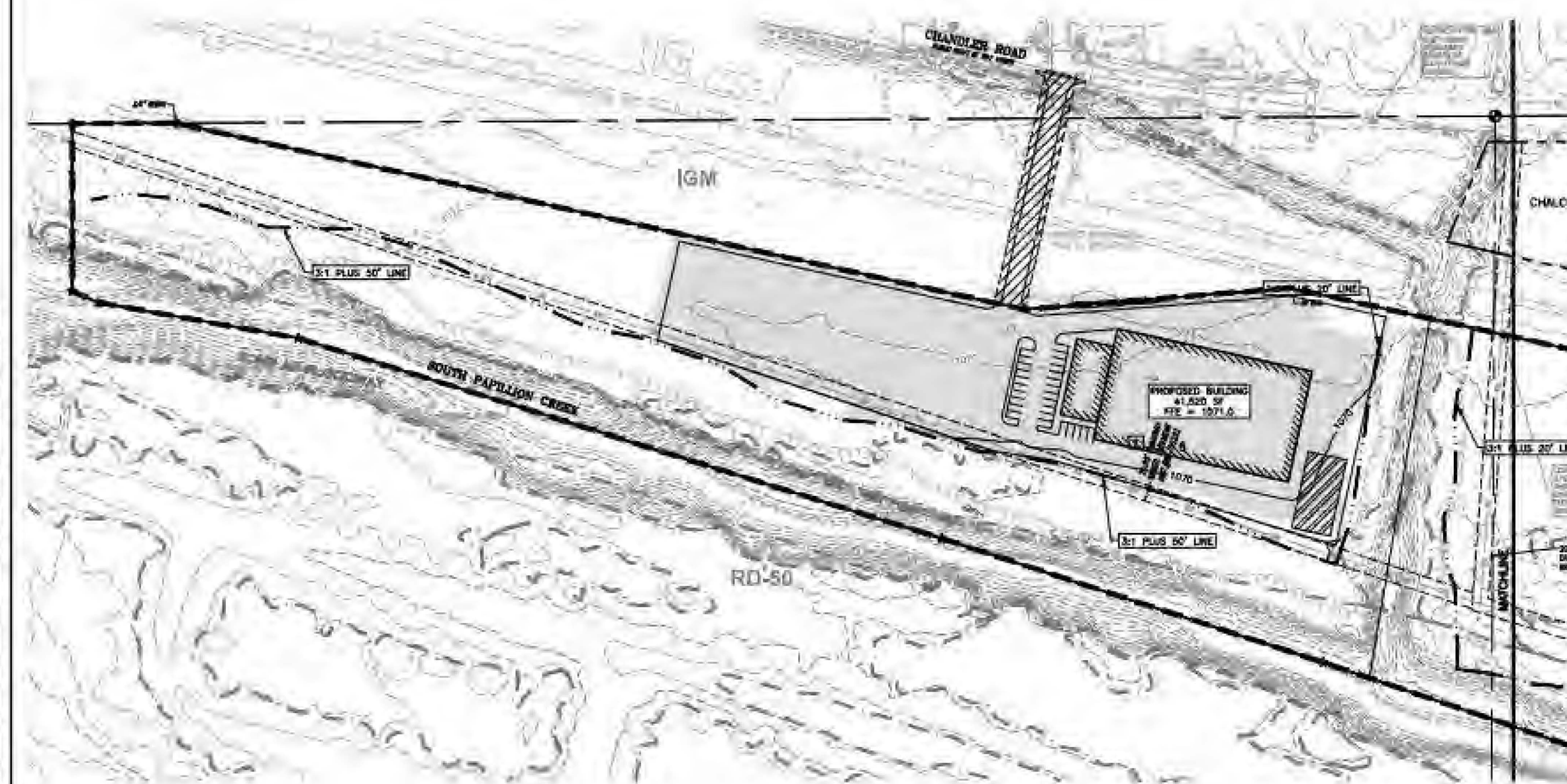
01 (SOIL GROUP C, 3000 CONDITION) PASTURE, GRASSLAND, OR RANGE (CONTINUOUS FORAGE FOR GRAZING)

74 (SOIL GROUP C, 3000 CONDITION) PASTURE, GRASSLAND, OR RANGE (DISCONTINUOUS FORAGE FOR GRAZING)


NOTE: FINAL BASIN DESIGN WILL BE DETERMINED DURING PERMITTING FOR EACH SITE. INDIVIDUAL MAXIMUM ALLOWABLE FLOWS ARE DETERMINED BY ASSIGNMENT OF FLOW FROM THE PRE-DEVELOPMENT CONDITIONS. EACH INDIVIDUAL LOT WILL BE REQUIRED TO MEET OR EXCEED THE BASIN CAPACITY FOR THE CITY OF LA VISTA AS FOLLOWS:

1. CAPTURE FIRST $\frac{1}{2}$ OF RUMBLE FOR WATER QUALITY
2. MATCH PRE-DEVELOPMENT FLOW RATES FOR 2-YEAR, 10-YEAR, AND 100-YEAR STORM

LOTS 1 THROUGH 8, INCLUSIVE, BEING A PLATTING OF PART OF TAX LOT 19 IN THE SOUTH HALF OF SECTION 14,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

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1 OF 1

AD INDUSTRIAL PARK

LOTS 1 THROUGH 6, INCLUSIVE, BEING A PLATTING OF PART OF TAX LOT 19 IN THE SOUTH HALF OF SECTION 14,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

LAMP
RYNEARSON

CHALCO, NEBRASKA
FORT COLLINS, COLORADO
KANSAS CITY, MISSOURI



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VICINITY MAP

LEGEND

- | | |
|---------------------------------------|--|
| PROPERTY LINE | FLARED END SECTION |
| LOT LINE | FIRE OPTICS MANHOLE |
| SECTION LINE | FIRE HYDRANT |
| EASEMENT | GAS VALVE |
| NO ACCESS LINE
PER DIST. 800-15438 | GAS WARNING SIGN |
| SANITARY SEWER | GRATE INLET |
| STORM SEWER | GRATE INLET ROUND |
| RECORD SANITARY SEWER | DAY |
| OVERHEAD POWER | STREET LIGHT |
| GAS | MAILBOX |
| RECORD GAS | POWER POLE |
| RECORD WATER | RIGHT OF WAY MARKER |
| VENGE | SANITARY MANHOLE |
| CHAD RAIL | STOP SIGN |
| APPROXIMATE FLOOD ZONE LINE | STORM MANHOLE |
| TREE LINE | TELEPHONE PEDDESTAL |
| RAILROAD TRACKS | TRAFFIC SIGNAL FULL BOX |
| GRAVEL AND DIRT EDGE | UNIDENTIFIED MANHOLE |
| AREA INLET ROUND | UNIDENTIFIED PEDDESTAL |
| ROLLROAD | WATER VALVE |
| CONTROL POINT | WELL |
| CURB INLET | MONUMENT SET (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-892) |
| ELECTRIC MANHOLE | MONUMENT FOUND |
| ELECTRIC TRANSFORMER | SECTION CORNER |
| PROPOSED SITE SANITARY SEWER | COMPUTED CORNER |
| FLOW ARROW | |
| PROPOSED MANHOLE | |
| PROPOSED PAVEMENT | |
| PROPOSED PAVEMENT | |
| PROPOSED PRIVATE STORMWATER TREATMENT | |
| PROPOSED SITE STORM SEWER | |
| PROPOSED SITE F.E.S. | |
| PROPOSED SITE CURB INLET | |
| PROPOSED SITE AREA INLET | |
| PUB LIMITS | |

PUD UTILITY PLAN

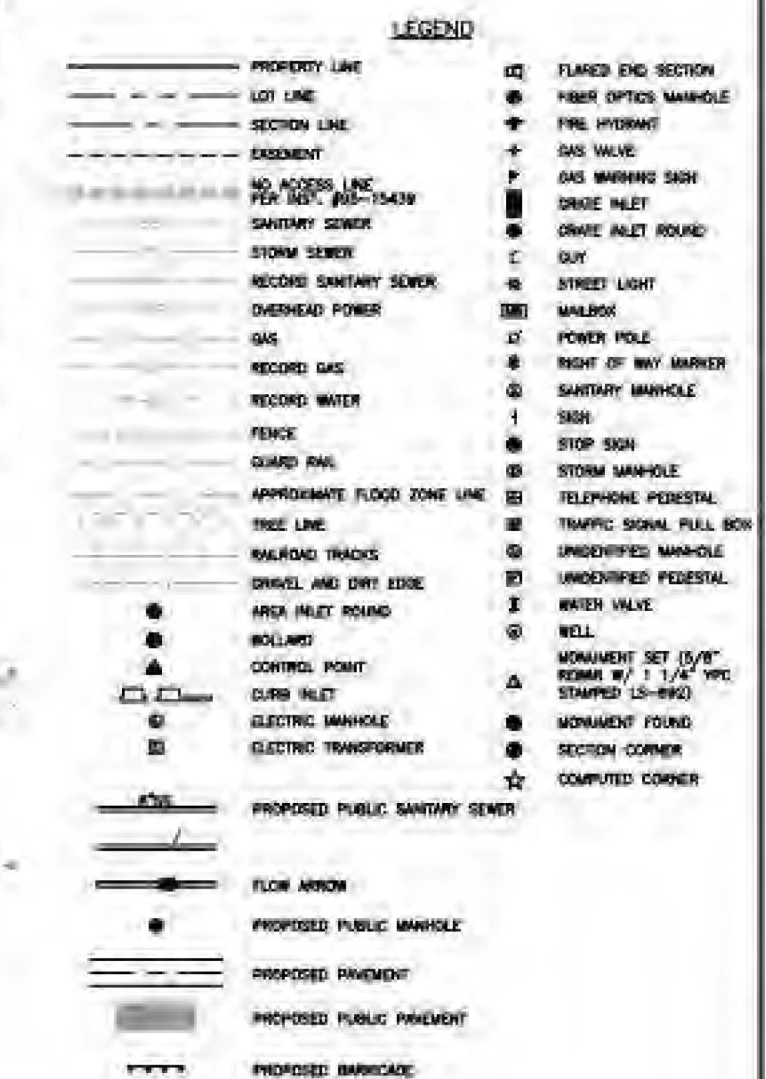
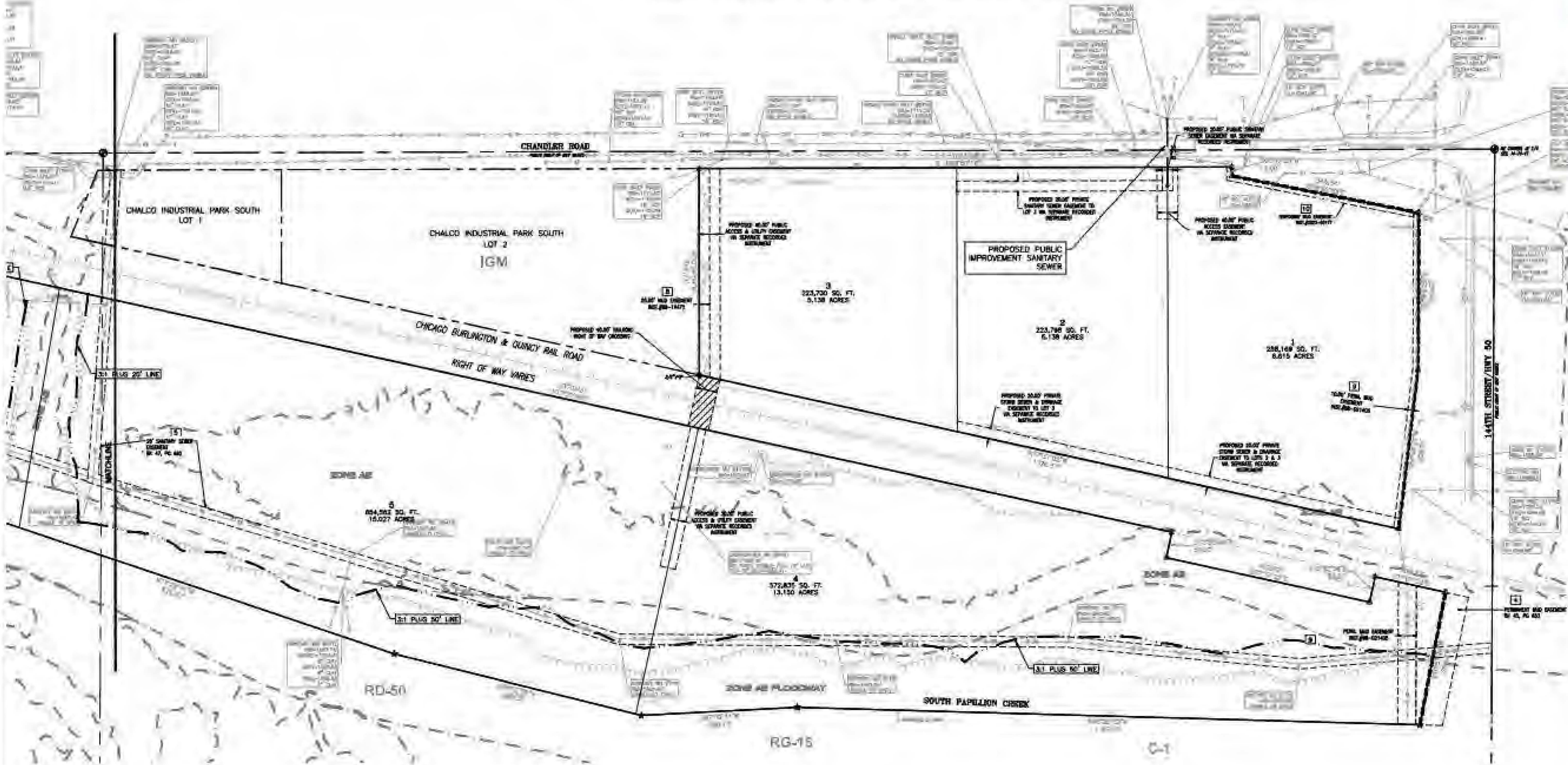
AD INDUSTRIAL PARK
SARPY COUNTY, NEBRASKA



DESIGNED / CHECKED
C. MORA / CASPER R. MILLER
DATE
12-04-2023
PROJECT NUMBER
23120401-001
SHEET AND PAGE

AD INDUSTRIAL PARK

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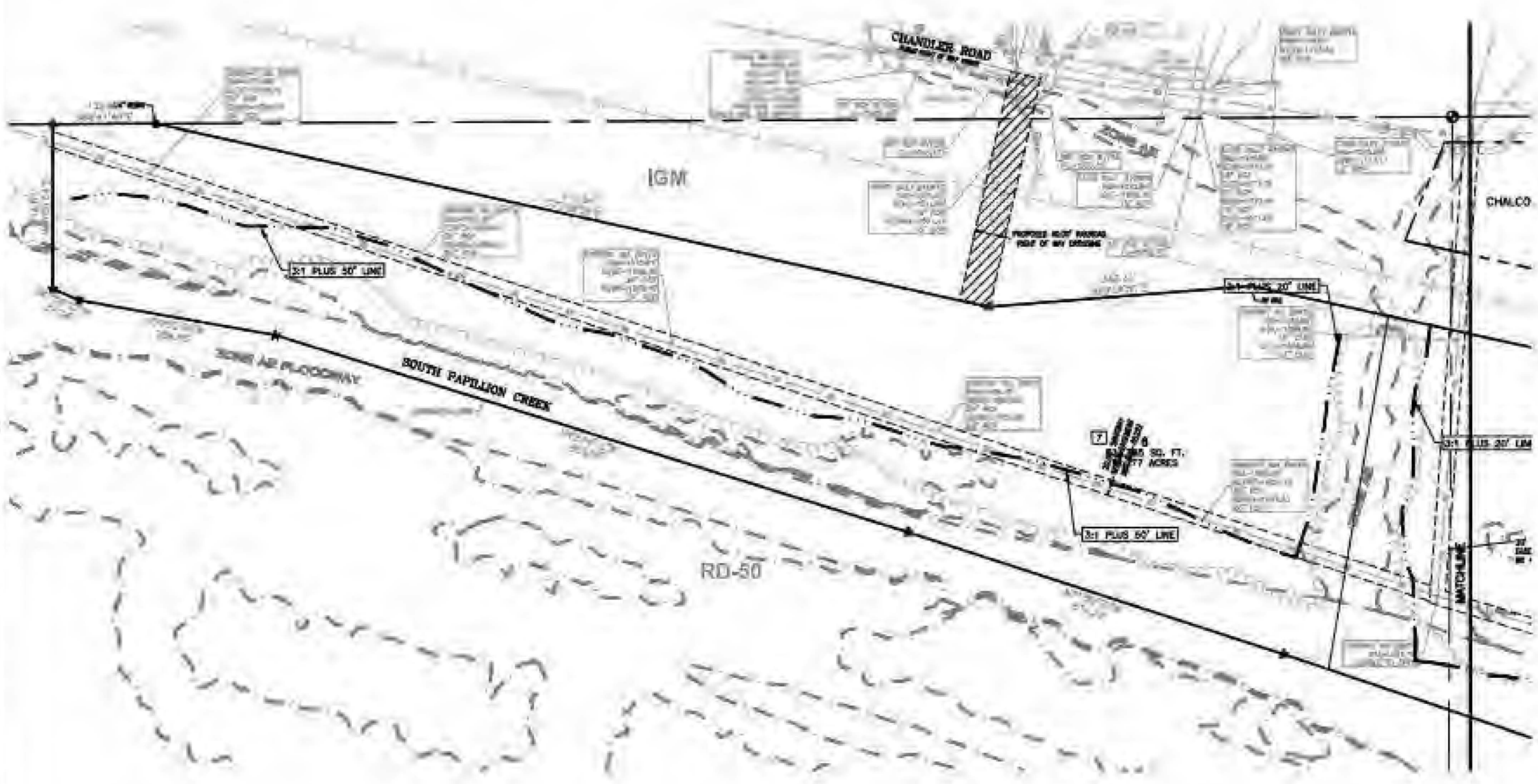


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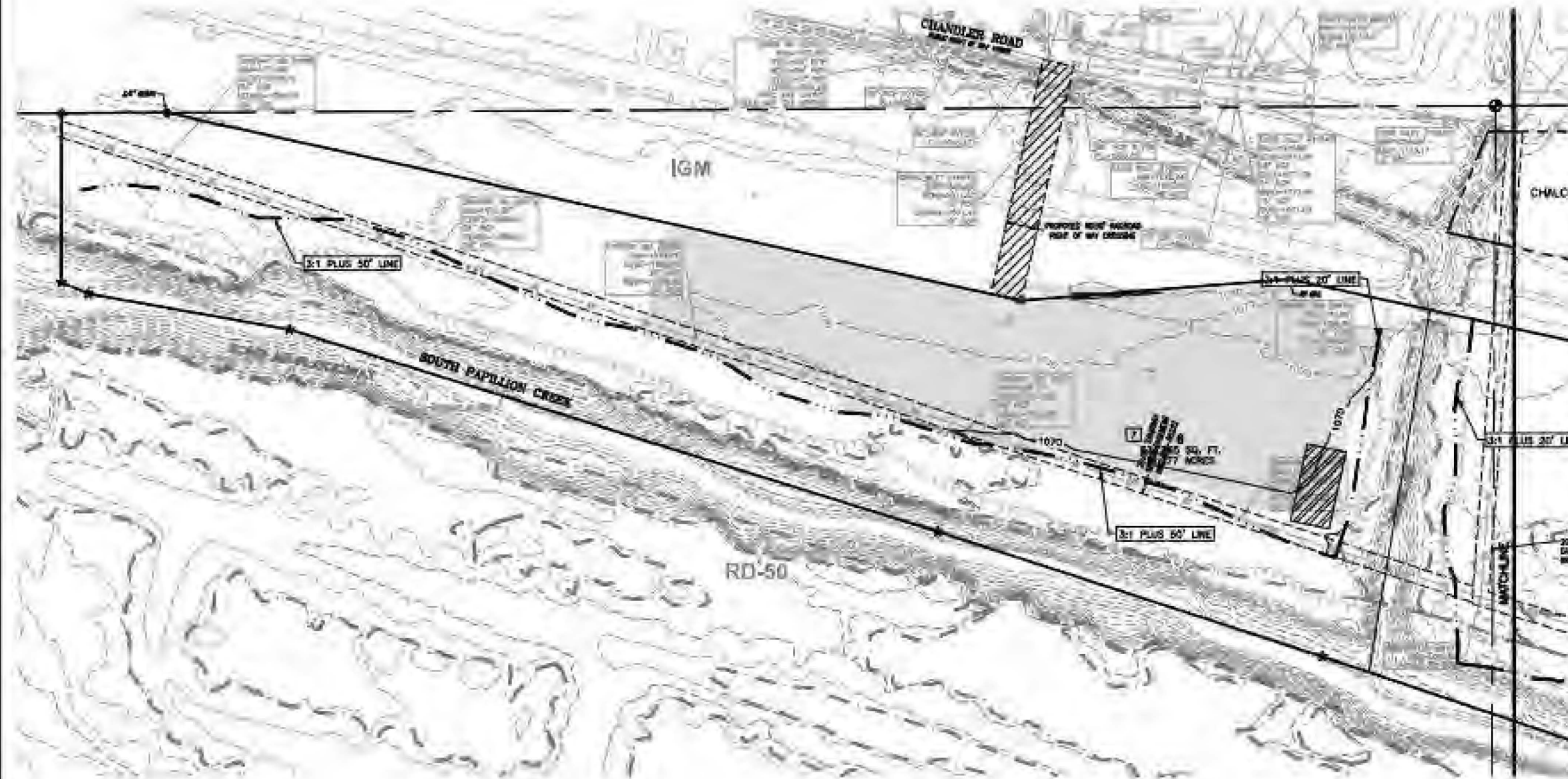
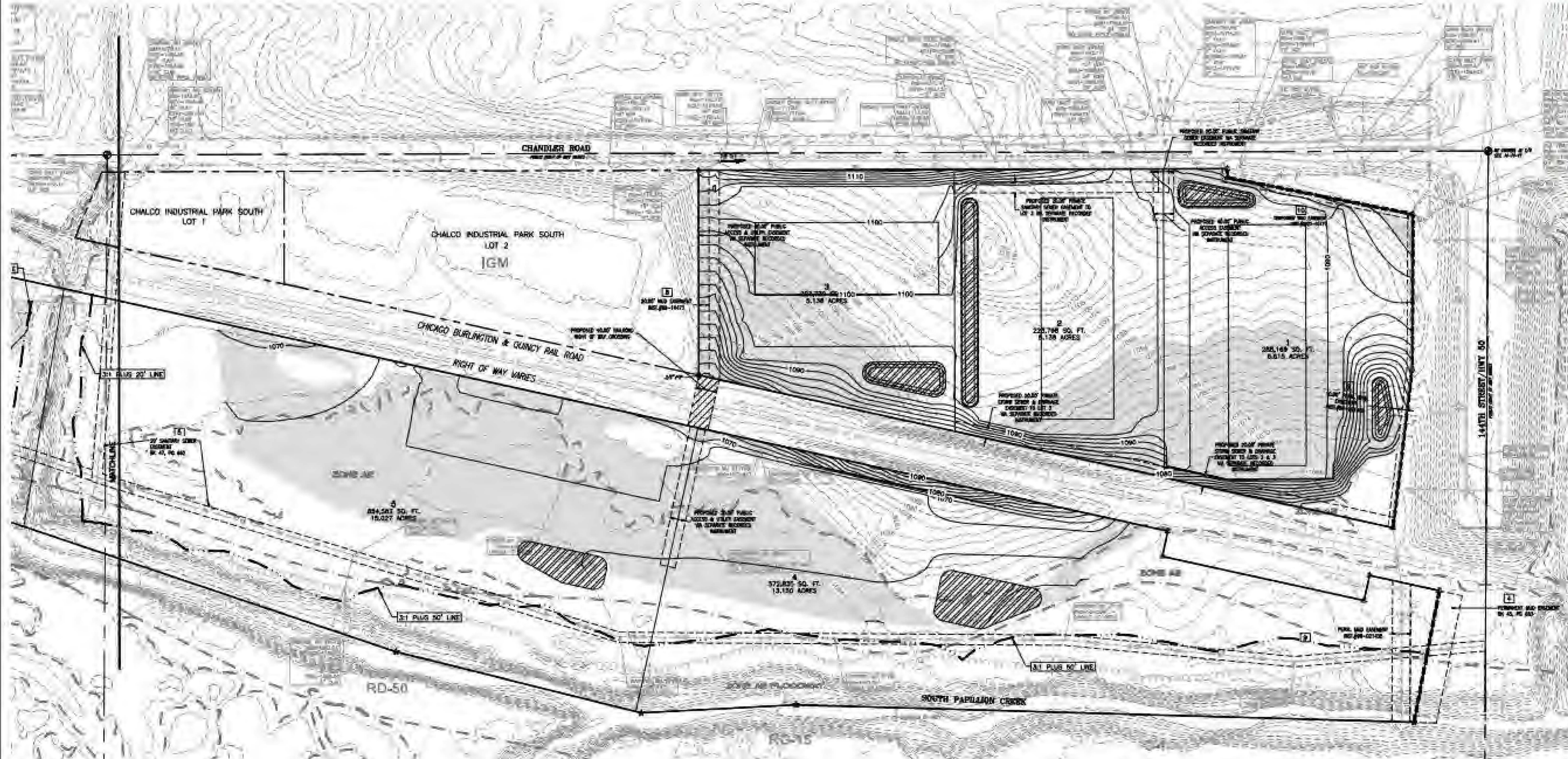
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EROSION CONTROL MEASURES SHALL BE PER APPROVED GRADING PERMIT.



LAMP RYNEARSON

LAURENCE, NEBRASKA

CHALCO, NEBRASKA

CHALCO INDUSTRIAL PARK SOUTH LOT 2

CHALCO INDUSTRIAL PARK SOUTH LOT 1

CHALCO INDUSTRIAL PARK SOUTH LOT 3

CHALCO INDUSTRIAL PARK SOUTH LOT 4

CHALCO INDUSTRIAL PARK SOUTH LOT 5

CHALCO INDUSTRIAL PARK SOUTH LOT 6

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CHALCO INDUSTRIAL PARK SOUTH LOT 99

CHALCO INDUSTRIAL PARK SOUTH LOT 100

- LEGEND
- PROPERTY LINE

LOT LINE

SECTION LINE

EASEMENT

NO ACCESS LINE

FOR DIST. 10-15435

SANITARY SEWER

STORM SEWER

RECORD SANITARY SEWER

OVERHEAD POWER

GAS

RECORD GAS

RECORD WATER

PERCE

QUAD RAIL

APPROXIMATE FLOOD ZONE LINE

TRAIL LINE

RAILROAD TRACKS

GRAVEL AND DIRT EDD

AREA INLET ROUND

BOLLARD

CONTROL POINT

CURB INLET

ELECTRIC MANHOLE

ELECTRIC TRANSFORMER

PROPOSED CONTOUR

EXISTING CONTOUR

WETLANDS AREA NOT TO BE DISTURBED

FILL AREA

ROCK ACCESS ROAD

STORM DRAIN CHECK DAM

PROPOSED STORM SEWER

PROPOSED MANHOLE

PROPOSED P.E.S.

PROPOSED CURB INLET (BY OTHERS)

PROPOSED AREA INLET

PROPOSED PRIVATE STORMWATER TREATMENT

PLANNED END SECTION

FIXED OPTICS MANHOLE

FIRE HYDRANT

GAS VALVE

GAS WARNING SIGN

GRATE INLET

GRATE INLET ROUND

GUY

STREET LIGHT

MAILBOX

POWER POLE

RIGHT OF WAY MARKER

SANITARY MANHOLE

STOP SIGN

STORM MANHOLE

TELEPHONE PEDESTAL

TRAFFIC SIGNAL PULL BOX

UNIDENTIFIED MANHOLE

UNIDENTIFIED PEDESTAL

WATER VALVE

WELL

MONUMENT SET 10/8" REBAR W/ 1/4" VPC STAMPED 10-480

MONUMENT FOUND

SECTION CORNER

COMPUTED CORNER

STORM SEWER, GRADING AND EROSION CONTROL PLAN

AD INDUSTRIAL PARK
SARPY COUNTY, NEBRASKA

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C. J. LAMP RYNEARSON, ENGINEER

12-04-2023

PROJ. NO. 23-001

232304-01-001

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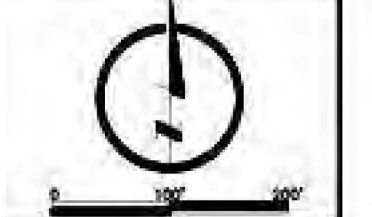


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MO AUTH#001-22800



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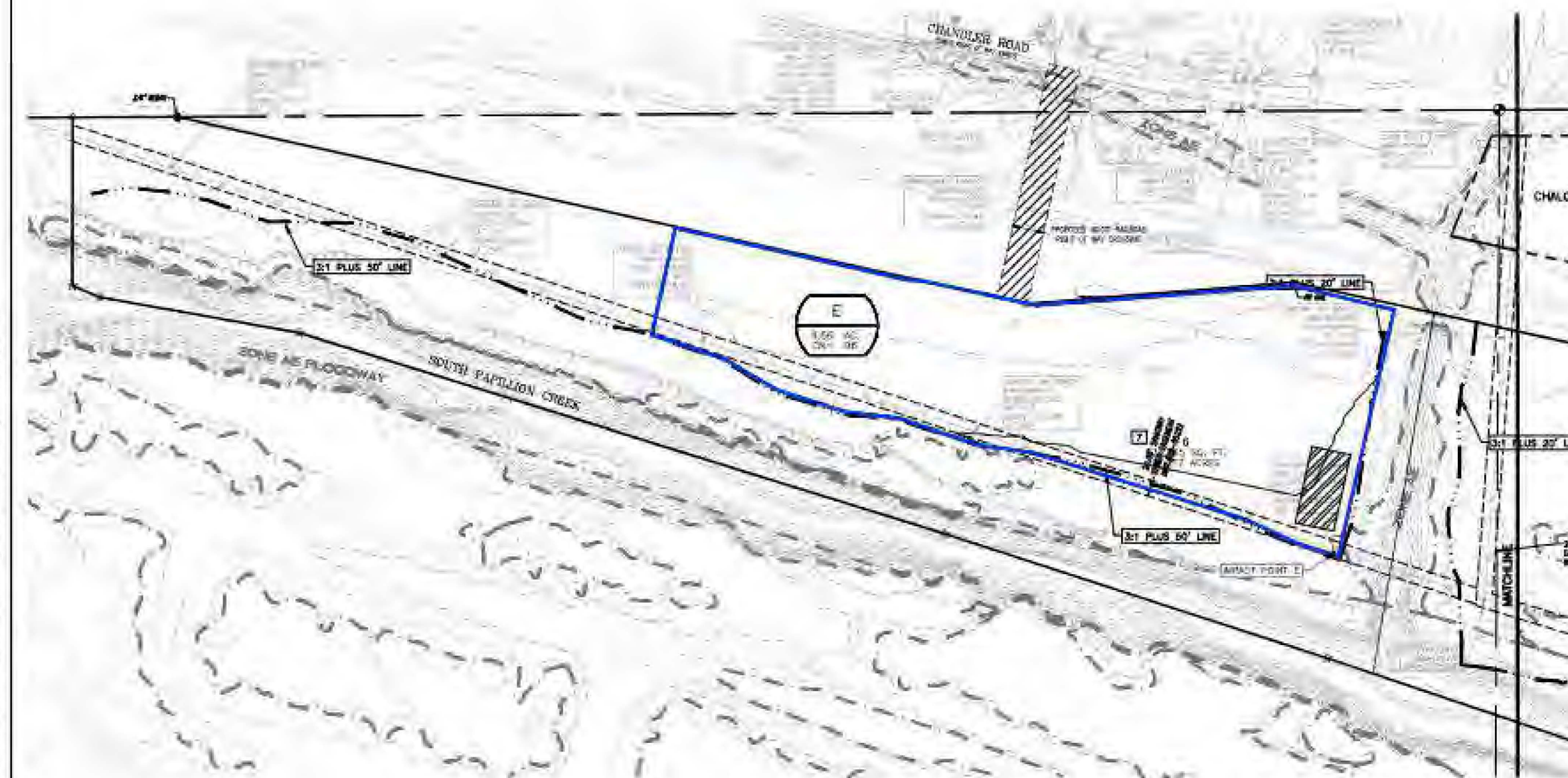
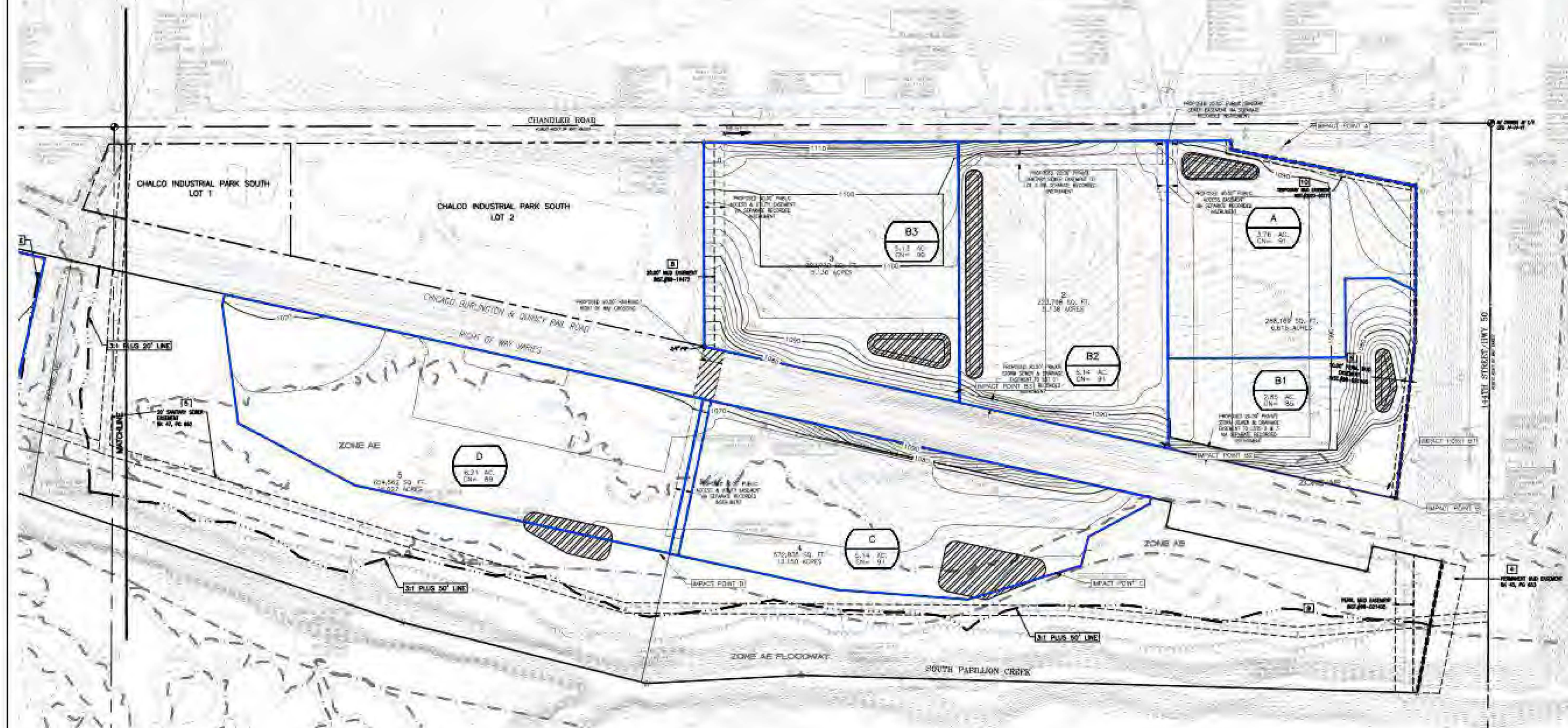
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SHEET

4222

1 of 1



Pre-Development Impact Point Summary					
Impact Point	A	B	C	D	E
Total Area (AC)	3.78	13.33	1.14	6.21	4.52
Curve Number (CN)	74	72	67	81	67
Pre-Dev Flow (CFS) [2-5]	6.27	17.90	.06	1.67	1.01
Pre-Dev Flow (CFS) [100yr]	14.33	44.52	3.56	7.66	4.88
Pre-Dev Flow (CFS) [100-yr]	25.90	81.09	8.14	18.08	12.27

Post-Development Impact Point Summary								
	A	B1	B2	B3	Total B	C	D	E
Drainage Area (ac)	3.76	2.65	5.14	5.13	13.13	5.14	6.21	4.26
Curve Number	11	60	91	91	60	91	91	96
1/2" Water Quality (WQ) Volume Required (CF)	8829.367	5127.167	9535	9517.75	n/a	9324.975	11262.79	8270.83
Proposed WQ Treatment Volume (CF)	6562.67	5179.37	3935	5917.75	n/a	5436.75	11262.79	8270.83
Post-Dev Maximum Flow Allowable (CF) [2-yr]	6.57	3.89	7.91	7.90	17.26	7.91	1.67	1.14
Post-Dev Maximum Time Allowable (min) [2-yr]	7.6	9.66	17.81	17.83	44.82	24.76	7.16	4.85
Post-Dev Maximum Flow Allowable (CF) [50-yr]	15.20	9.38	27.26	27.13	63.93	26.16	19.05	11.51

NOTE: CN VALUES USED FOR PRE-DEVELOPMENT ARE BASED ON SITE CONDITIONS, SLOPES, AND INFORMATION PROVIDED BY SOIL SURVEY. THEY ARE AS FOLLOWS:

61 (SOIL GROUP B, GOOD CONFORMING PASTURE, GRASSLAND, OR RANGE-CONTINUOUS FORAGE FOR GRAZING)

74 (SOIL GROUP C, GOOD CONDITION, PASTURE, GRASSLAND, OR RANGE—CONTINUOUS FORAGE FOR GRAZING)

NOTE: FINAL BASIN DESIGN WILL BE DETERMINED DURING PERMITTING FOR EACH SITE. INDIVIDUAL MAXIMUM ALLOWABLE FLOWS ARE DETERMINED BY ASSIGNMENT OF FLOW FROM THE PRE-DEVELOPMENT CONDITIONS. EACH INDIVIDUAL SITE WILL BE REQUIRED TO MEET OR EXCEED

THE BASIC CRITERIA FOR THE CITY OF LA VISTA ARE FOLLOWING:

2) MATCH PRE-ENVIRONMENT FLOW RATES FOR 2-YEAR, 10-YEAR, AND 100-YEAR STORM



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Omaha, NE 68154
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[F] 402.496.2730
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FENTON CONSTRUCTION FINAL TRAFFIC STUDY

144TH STREET AND CHANDLER ROAD

Project No. 0123094.01-119

Date: FEBRUARY 7, 2024

FINAL TRAFFIC STUDY

FENTON CONSTRUCTION

144TH STREET / HIGHWAY 50 AND CHANDLER ROAD

LA VISTA, NEBRASKA

FEBRUARY 2024

Prepared for:

**FENTON CONSTRUCTION
&
CITY OF LA VISTA
&
SARPY COUNTY
&
NEBRASKA DEPARTMENT OF TRANSPORTATION**

Prepared by:

**Matthew L. Kruse, P.E.
E-11507**

**Lamp Rynearson
14710 West Dodge Road
Omaha, Nebraska**

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CHAPTER 1: INTRODUCTION

1.1 Study Background, Purpose and Goals

This report summarized the findings and recommendations of a traffic study for the Fenton Construction site. This property is bounded by Chandler Road to the north, 144th Street / Highway 50 to the east, a residential development and a storage facility to the west, and an industrial complex along with a residential development to the south. The location of this proposed development is shown in Figure 1.

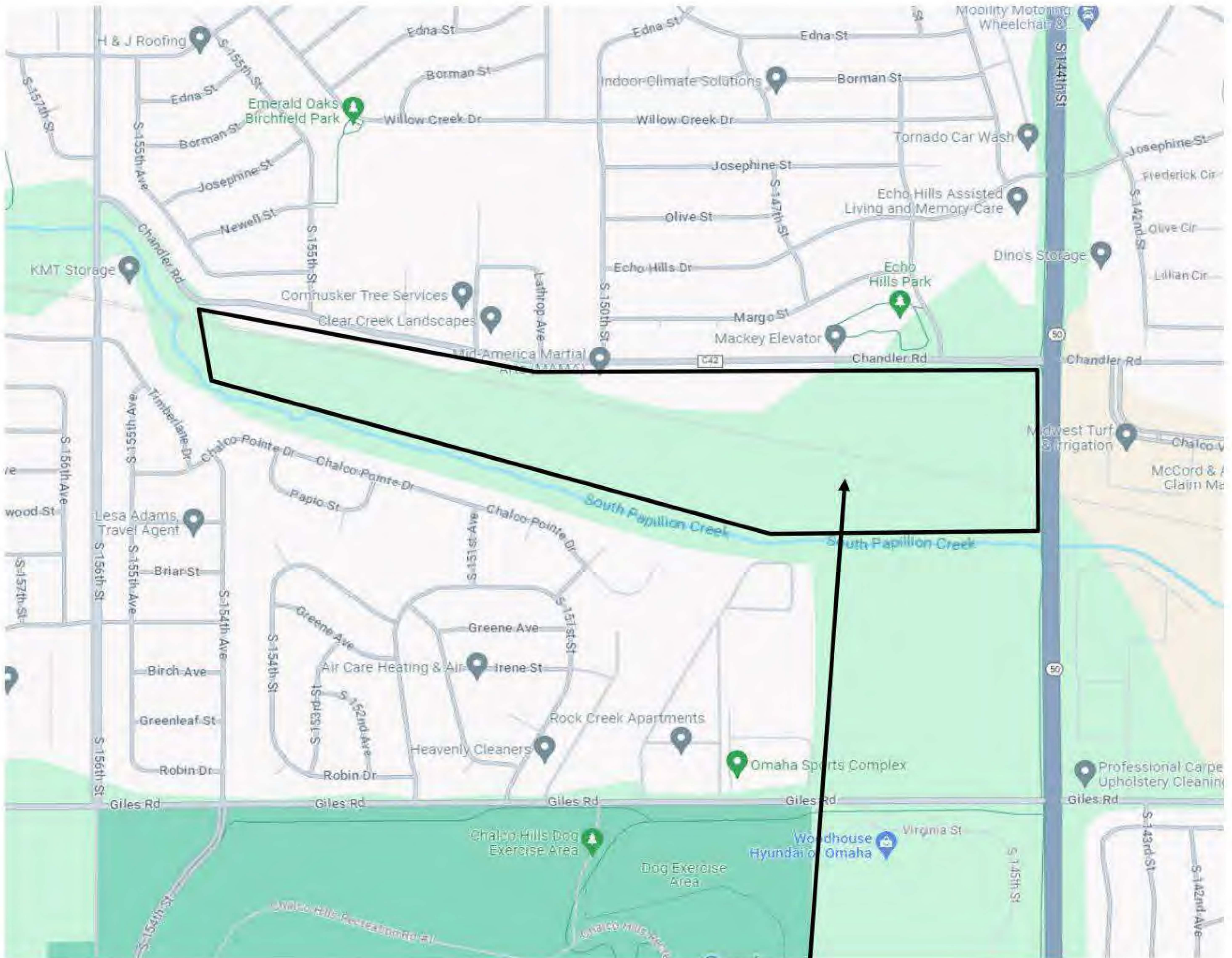
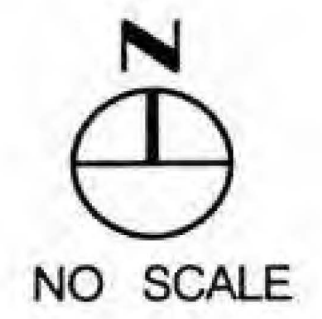
The proposed layout of the overall site is shown in Figure 2. The site is planned to consist of a 331,520 square foot industrial complex. The land use and resulting trip generation is shown in Table 1.

The purpose of this study was to assess the capacity of the existing roadway system to handle the background traffic and the impacts of the proposed development on Chandler Road along with 144th Street / Highway 50 in the vicinity of the site. Another objective of this study was to look at right and left turn lane warrants along with signal warrants at all intersections since these roadways and intersections will provide the primary access for traffic generated from the development on a daily basis.

1.2 Data Gathering

The following bullet chart summarizes the data and the source of the data used to complete this study:

- 2023 Existing Traffic Counts at the intersections of Chandler Road and 144th Street / Highway 50 and Chandler Road and 146th Street by Lamp Rynearson in September 2023
- Site generated trips – *ITE Trip Generation Manual, 11th Edition, 2021*.

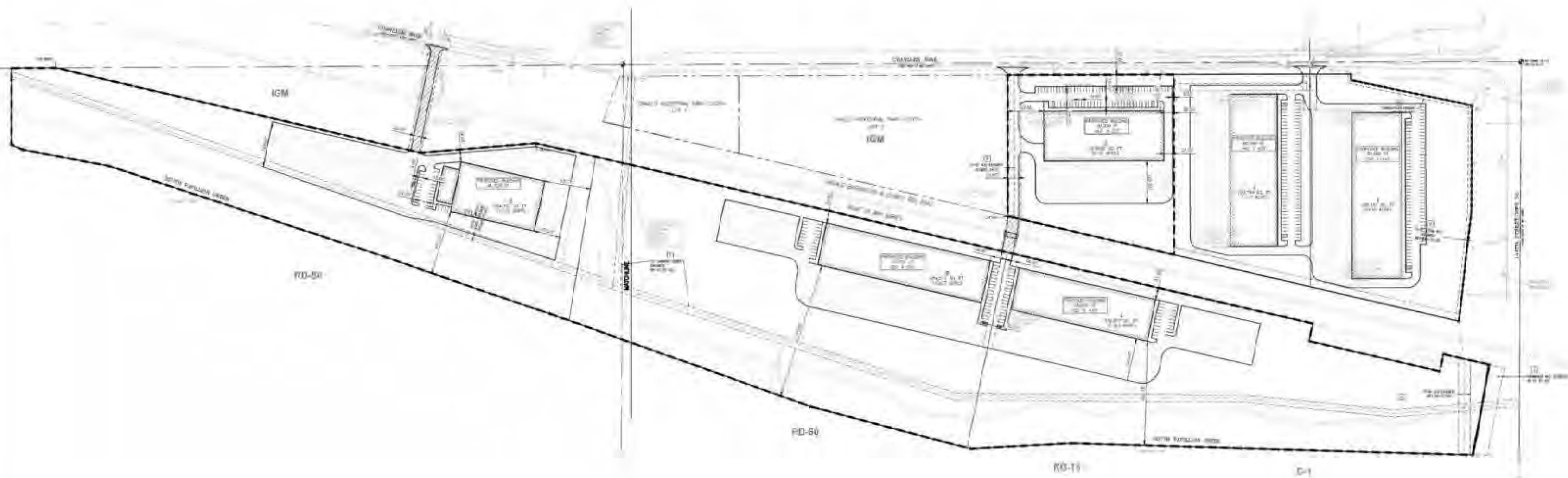


Site Location



NO SCALE

3



LAMP
RYNEARSON

**FIGURE 2
SITE PLAN**

1.3 Overview of Study Approach

To achieve the main goal of the study, the following tasks were accomplished:

- Field inspection to observe the current lane configuration, signal operation and geometry;
- Traffic counts were conducted at the intersections of Chandler Road and 144th Street / Highway 50 and Chandler Road and 146th Street by Lamp Rynearson on September 19, 2023;
- Determine site generated traffic, distribution and assignment including internal trips for the site;
- Determine year 2023, year 2025, year 2030 and year 2050 intersection capacity to handle background traffic using Synchro Version 11 and SimTraffic Software;
- Determine total traffic volumes (site and background) for the peak hours in the year 2025, year 2030 and year 2050.
- Determine year 2025, year 2030 and year 2050 intersection capacity to handle opening day (build-out site + background traffic) and future horizon year traffic, using Synchro Version 11 and SimTraffic;
- Queue analysis; and
- Development of recommendations for roadway and traffic control improvements.

CHAPTER 2: ROADWAY NETWORK CHARACTERISTICS

2.1 Site and Study Area Boundaries

The study area is shown on Figure 1. The site is located in La Vista, Nebraska on the southwest corner of Chandler Road and 144th Street / Highway 50. The property consists of two lots split down the middle by a railroad track and is bounded by Chandler Road to the north, a residential development and a storage facility to the west, an industrial complex and residential houses to the south, and 144th Street / Highway 50 to the east. The main intersections analyzed as a part of this study are:

- 144th Street / Highway 50 and Chandler Road
- 146th Street and Chandler Road
- Chandler Road and Site Entrance 1
- Chandler Road and Site Entrance 2

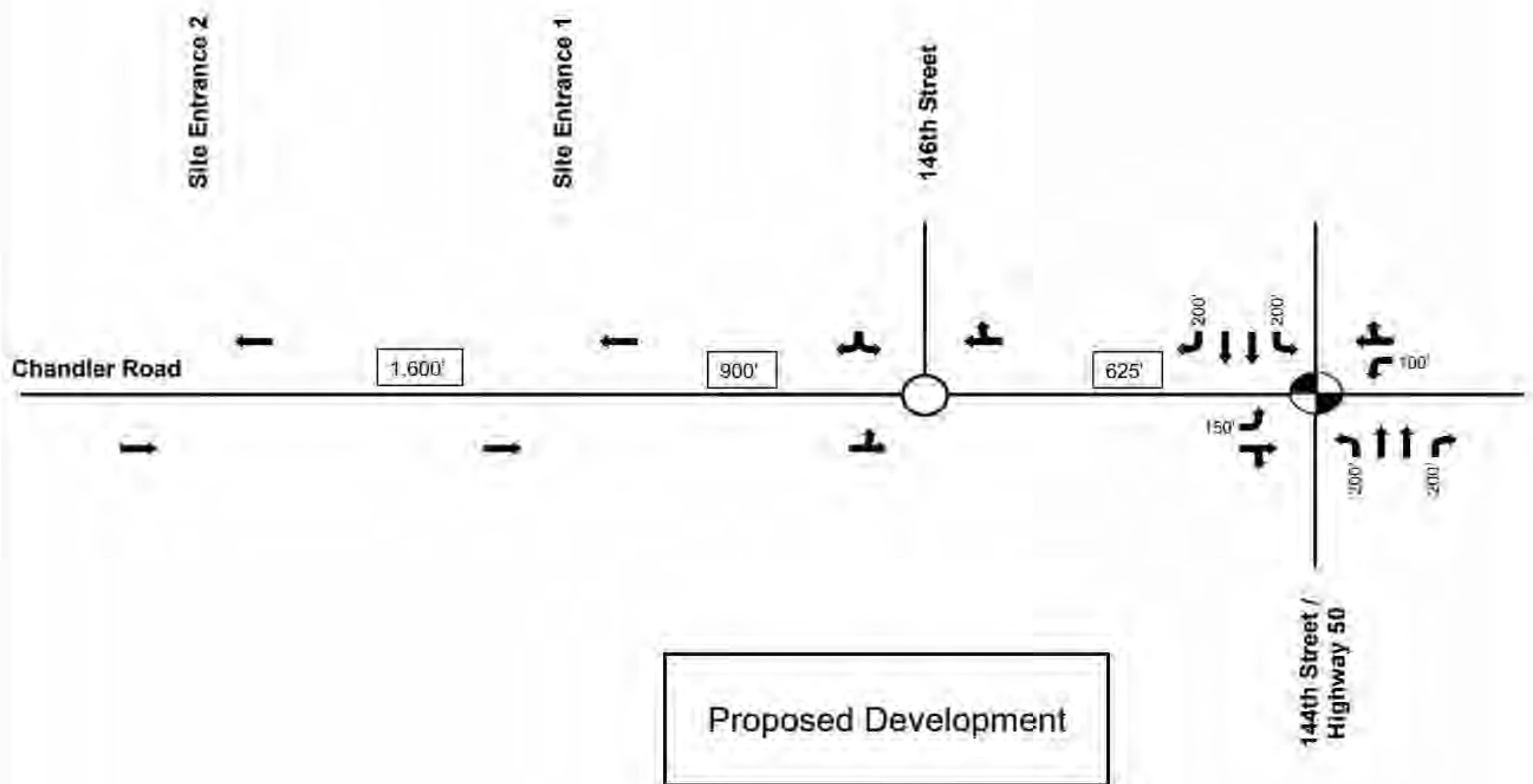
The proposed site is anticipated to have three access points into the site. The first is located at the intersection of Chandler Road and 146th Street. This access is proposed to be a full movement access point and would provide access to two of the six buildings. Three buildings can be accessed from the proposed intersection of Chandler Road and Site Entrance 1, which is located approximately 900 feet west of the 146th Street intersection. This is also proposed to be a full movement access point. The final intersection, Chandler Road and Site Entrance 2, provides access to the final building. This proposed full movement access is located approximately 1,600 feet west of the intersection of Site Entrance 1 and Chandler Road.

2.2 Existing Roadway Configuration

144th Street / Highway 50 is a major arterial. This section of 144th Street / Highway 50 is a four-lane divided roadway that runs north and south. At the intersection of Chandler Road, there are existing right and left turn lanes in both the northbound

and southbound directions. 144th Street / Highway 50 starts at State Street in Omaha and continues south through the state. It provides access to Interstate 80 to the south. The posted speed limit along this road is 45 miles per hour.

Chandler Road is a two-lane paved roadway in the vicinity of the site. This section of Chandler Road starts near 156th Street to the west and terminates at 132nd Street. The posted speed limit for the section of Chandler Road along the site is 35 miles per hour. The existing geometry is shown in Figure 3.



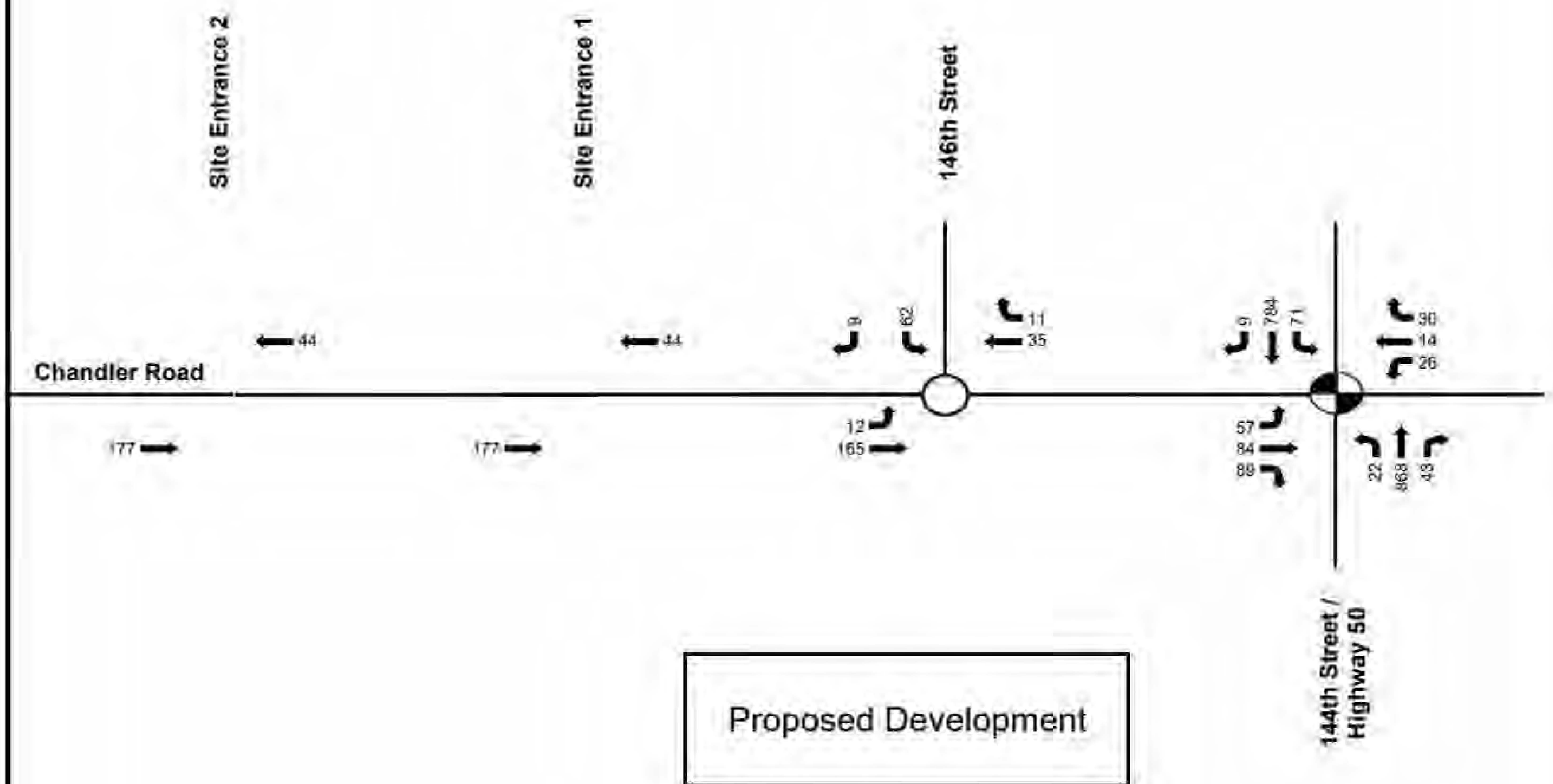
LEGEND			
	Unsignalized Intersection		Link Distance
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

CHAPTER 3: BACKGROUND TRAFFIC VOLUMES

3.1 Year 2023, year 2025, year 2030 and year 2050 Background Traffic Volumes

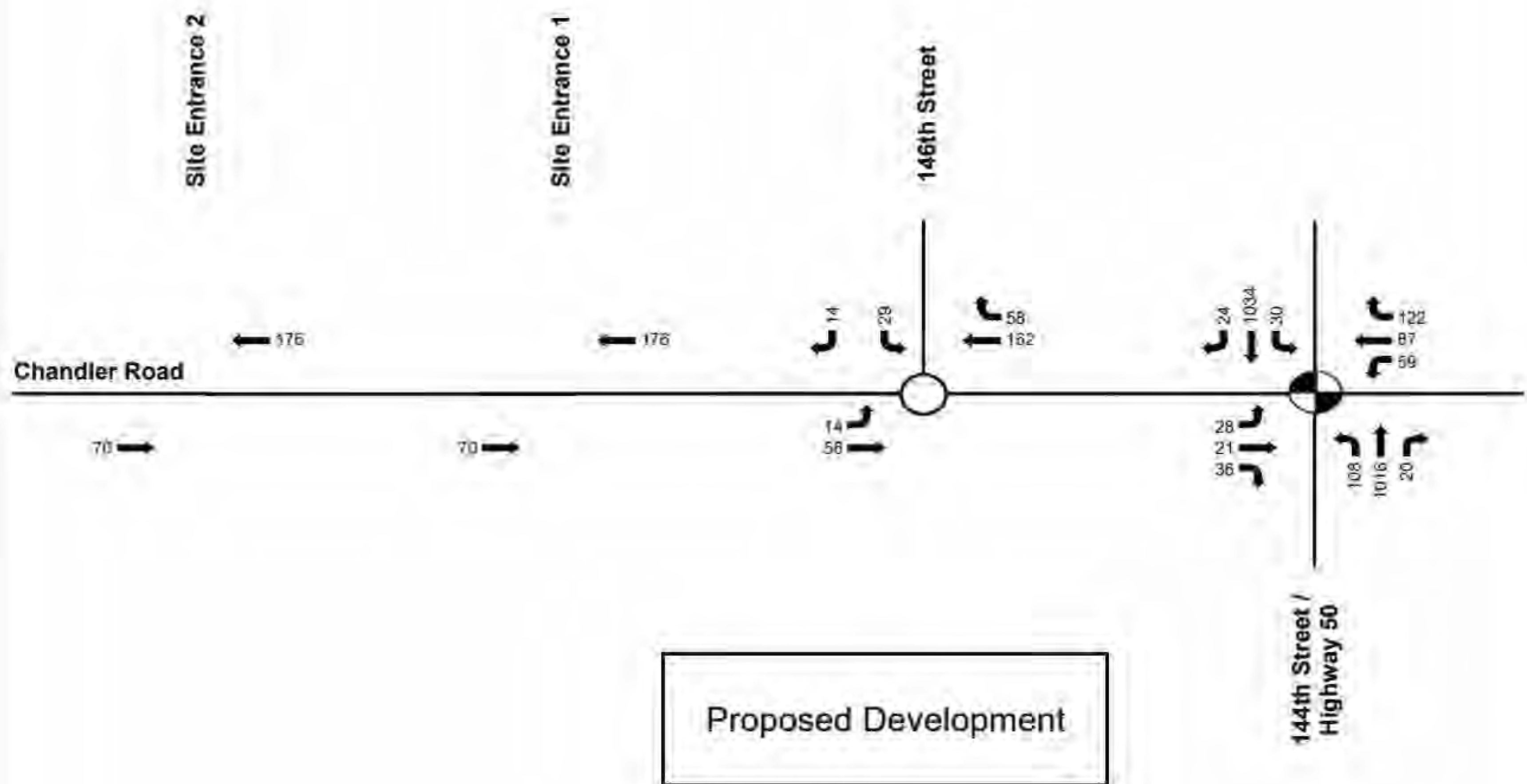
A traffic count was conducted at two intersections along Chandler Road: 144th Street / Highway 50 and 146th Street, in September of 2023. These intersections were counted in the morning from 7:00 am to 9:00 am and in the evening from 4:00 pm to 6:00 pm. The peak hour of the area was found to occur during the PM peak hour from 4:30 pm to 5:30 pm. The AM peak hour was observed from 7:15 am to 8:15 am. The 2023 background traffic for the AM peak hour is included in Figure 4 and the PM peak hour volumes in Figure 5.

An estimated overall growth factor of 3.5 percent was used along 144th Street / Highway 50 while a 0.25 percent growth rate was used for Chandler Road adjacent to the site. These growth rates were calculated based on the existing traffic counts and the 2050 future traffic projections provided by MAPA. The reason that Chandler Road was shown with a small growth rate was due to the counted background volumes being greater than the 2050 projections. Using the 3.5 percent growth factor for 144th Street / Highway 50 and the 0.25 percent growth factor for Chandler Road, background traffic was developed for the years 2025, 2030 and 2050 from the growth rate. The year 2025 was selected as the full build-out year with the year 2030 being the 5-year horizon scenario and the year 2050 as a future horizon year to match the MAPA projections. Figures 6 and 7 include the background volumes for the peak hours in the year 2025 volumes. Figures 8 and 9 show the 2030 peak hour background volumes. The 2050 background volumes can be found in Figures 10 and 11.



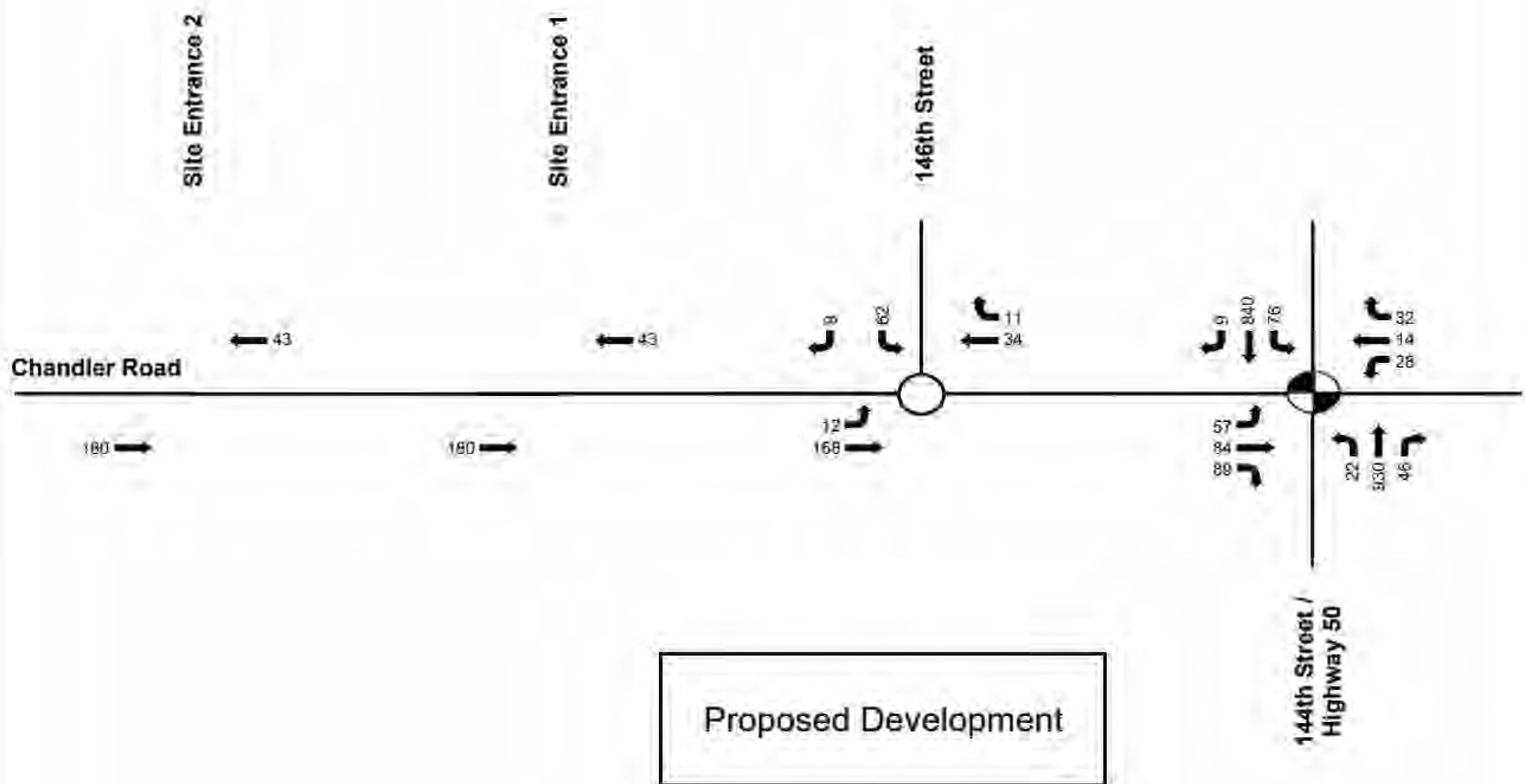
LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 4
2023 AM PEAK HOUR
BACKGROUND VOLUMES



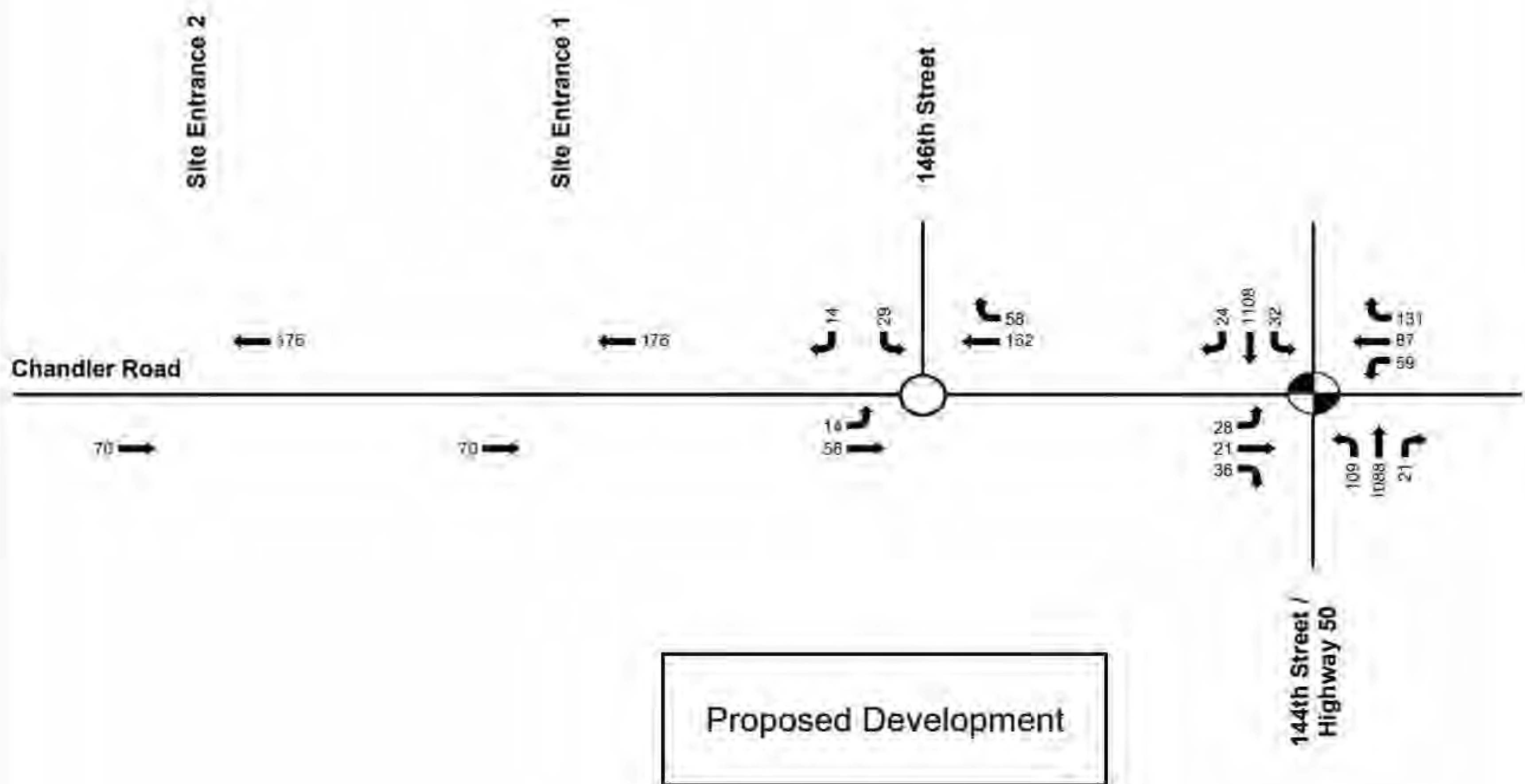
LEGEND			
	Unsignalized Intersection		Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 5
2023 PM PEAK HOUR
BACKGROUND VOLUMES



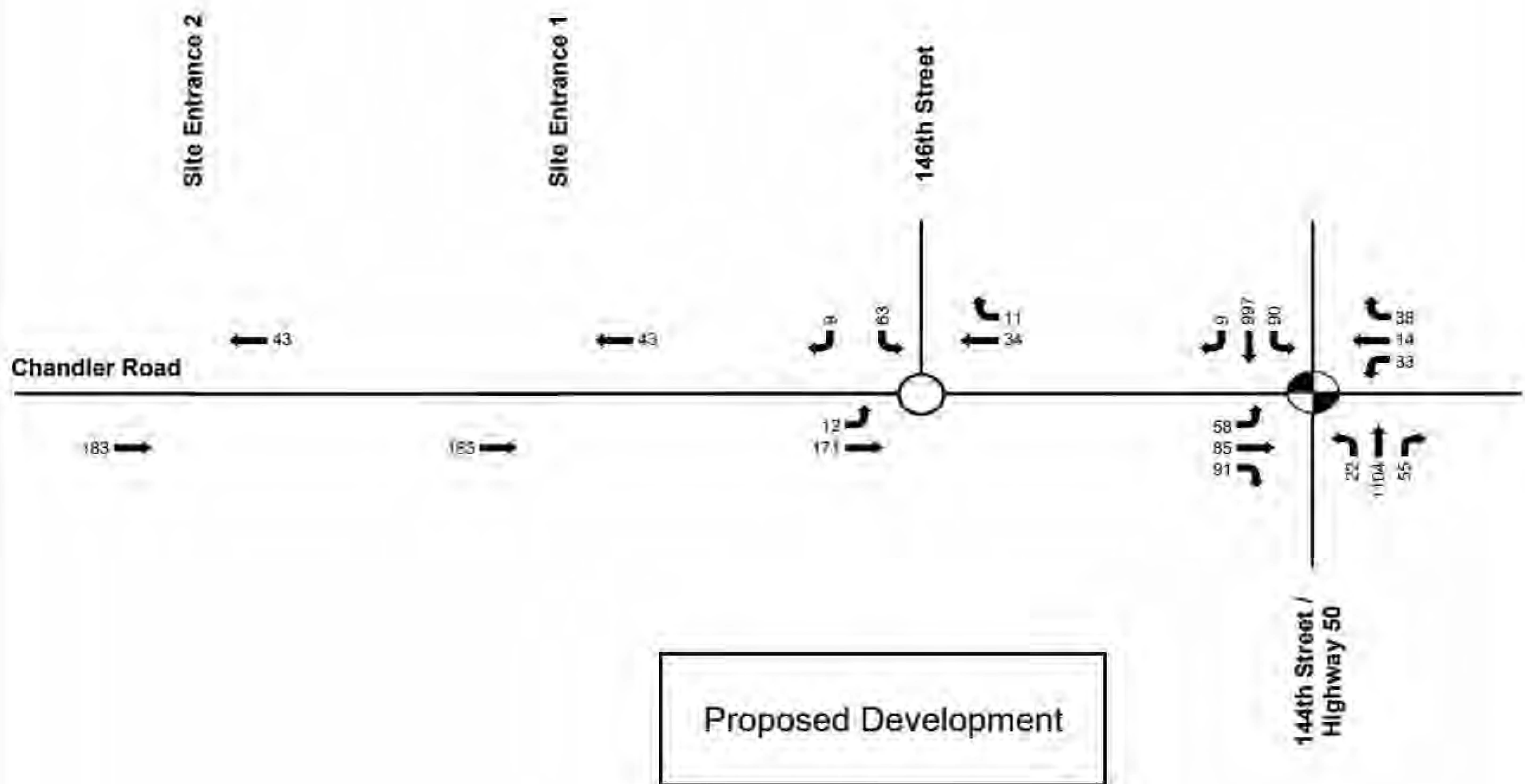
LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 6
2025 AM PEAK HOUR
BACKGROUND VOLUMES



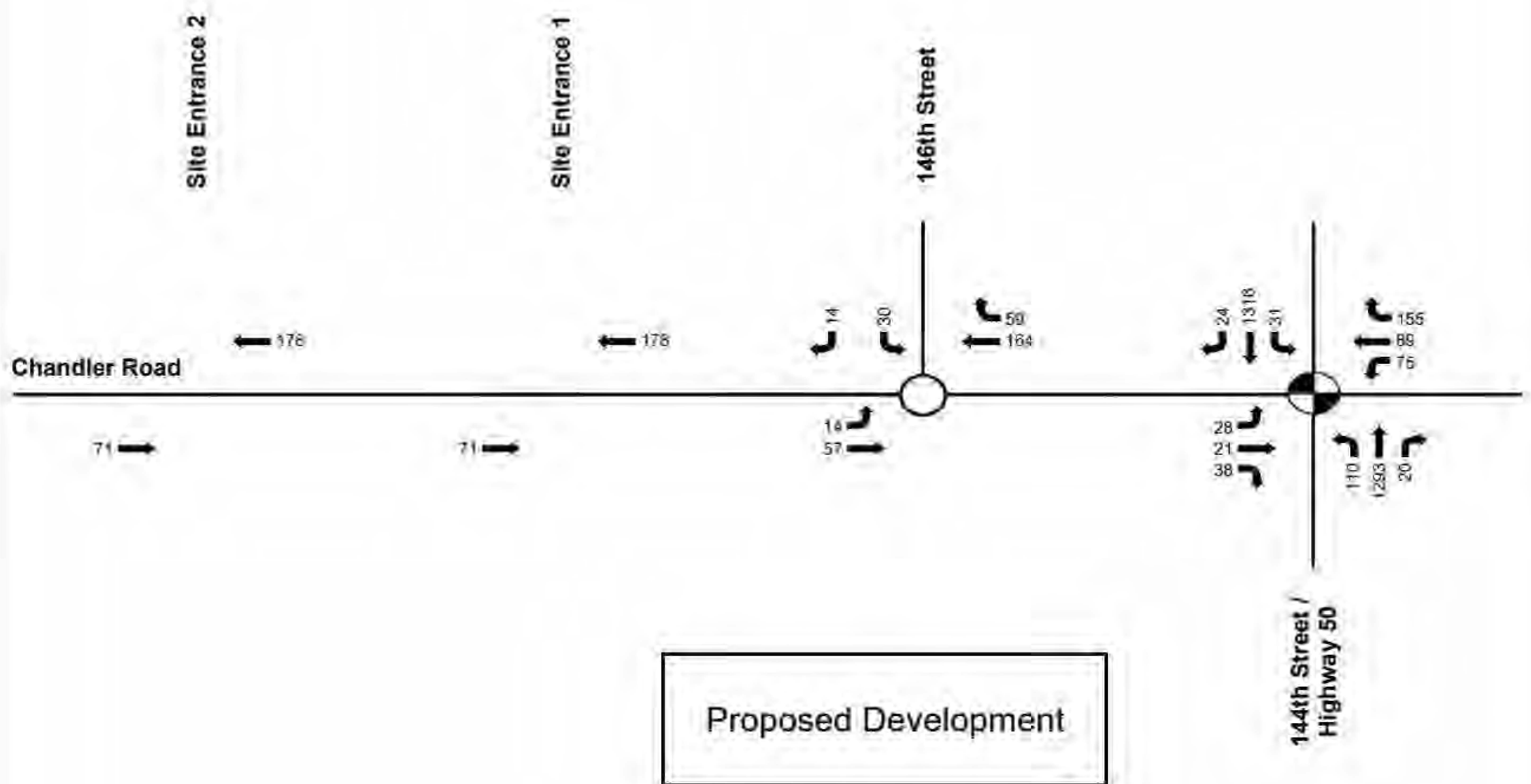
LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 7
2025 PM PEAK HOUR
BACKGROUND VOLUMES



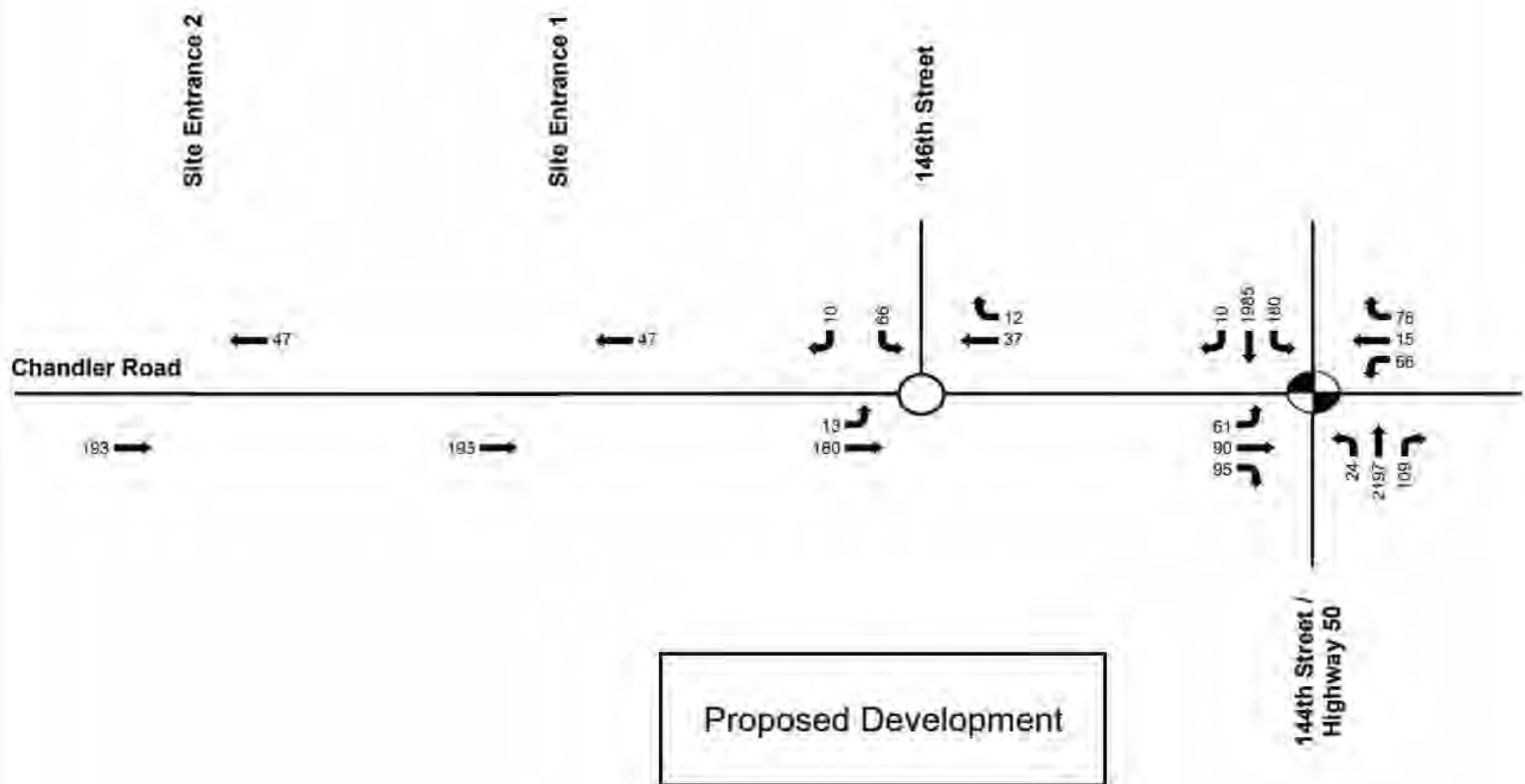
LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 8
2030 AM PEAK HOUR
BACKGROUND VOLUMES



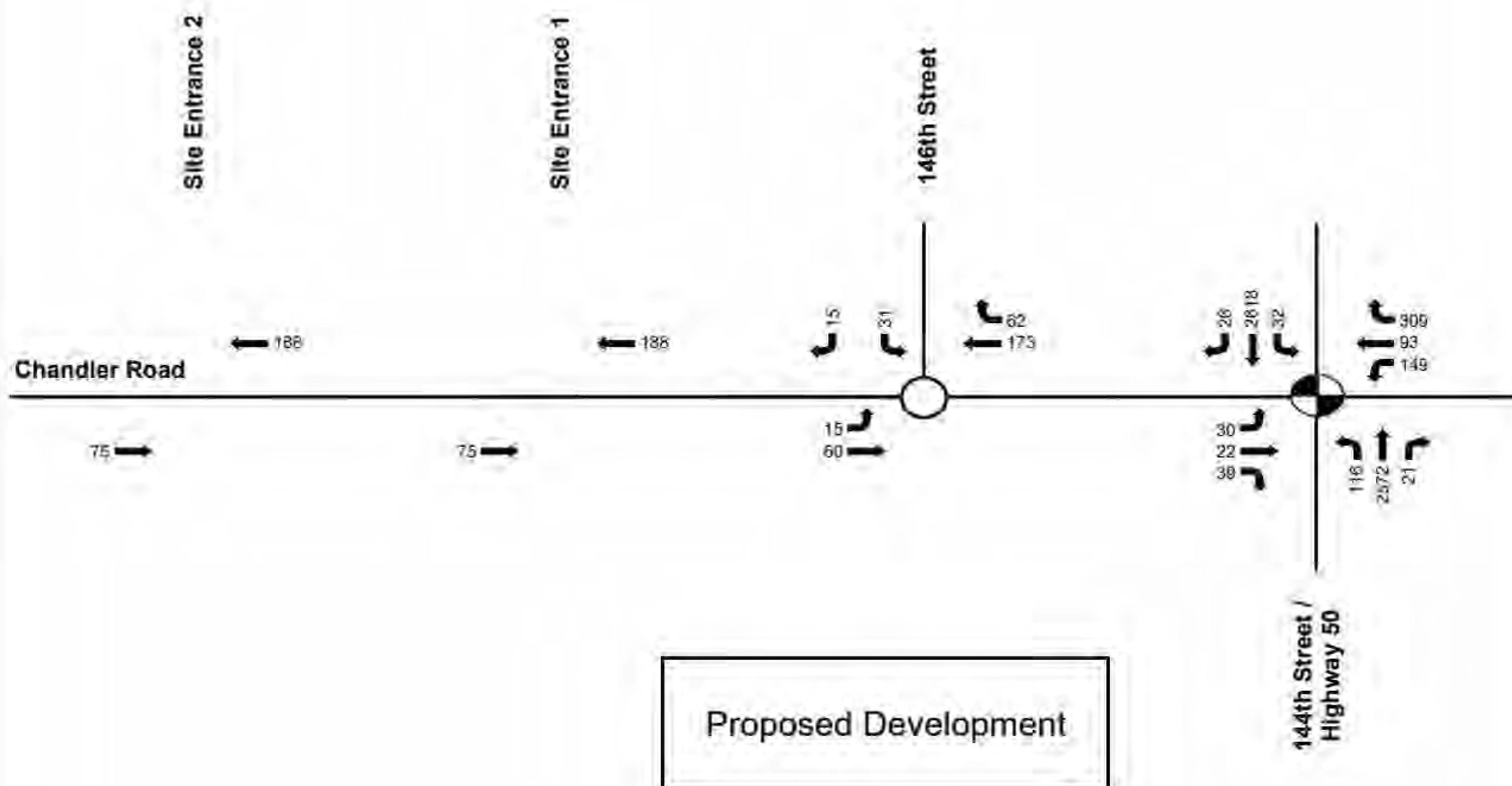
LEGEND			
	Unsignalized Intersection		Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 9
2030 PM PEAK HOUR
BACKGROUND VOLUMES



LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 10
2050 AM PEAK HOUR
BACKGROUND VOLUMES



LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 11
2050 PM PEAK HOUR
BACKGROUND VOLUMES

CHAPTER 4: SITE TRIP ANALYSIS

4.1 Proposed Access Locations

There are three proposed accesses into the site, one of which is anticipated to be located at the intersection of 146th Street and Chandler Road. This access is proposed to be a full movement access point with one entering lane and one exiting lane and provides access to two of the six buildings. The Site Entrance 1 access point is anticipated to be located 900 feet to the west of the 146th Street intersection and provides access to three buildings. This access is anticipated to have one entering lane and one exiting lane. The final access, Site Entrance 2, is located approximately 1,600 feet west of the intersection of Site Entrance 1. This access is proposed to be one entering lane and one exiting lane and provides access to the final building on the site.

4.2 Trip Generation

4.2.1 Site Trip Generation

The proposed development is planned to consist of an industrial complex. The trip generation rates, as published in the ITE *Trip Generation Manual*, 11th Edition, 2021, were used to estimate the vehicle trips generated by the proposed site. When possible, the formulas for trip generation estimates were used instead of average rates. A detailed breakdown of the trip generation rate is shown in Table 1 for the daily AM and PM peak hour. Table 1 also summarizes the land use type, the quantity, and the units of the land use for the development as illustrated in Figure 2.

4.2.2 Primary Trips

Primary trips are net new trips added to the study area as a result of the proposed development or stated otherwise, trips made for the specific purpose of coming to or leaving the site. For example, a home-to-school-to-home is considered a primary trip. Primary trips are of major importance since this is the net increase in

traffic volume that the system must be designed to handle. Table 1 shows the primary trip generation for the site. For the AM peak hour, the site is anticipated to generate 229 vehicle trips with 202 of those trips entering the site and the remaining 27 trips exiting the site. For the PM peak hour, the site is anticipated to generate 95 vehicle trips, with 13 of those trips entering the site and 82 trips exiting the site.

**Site Trips For Proposed Development
Fenton Construction - 144th & Chandler**

Lot No	Land Use	Intensity	Unit	Daily Trip Rate	ADT	Pass-by Reduced Trips								Rate	AM Peak Hour			Rate	PM Peak Hour			Rate	AM Peak Hour			Rate	PM Peak Hour		
						Rate	In	Out	Total	Rate	In	Out	Total		In	Out	Total		In	Out	Total		In	Out	Total		In	Out	Total
	General Light Industrial	331520	SF	3.91 /1000 SF	1297	0.69	202	27	229	0.29	13	82	95	0%	202	27	229	0%	13	82	95	0%	202	27	229	0%	13	82	95
Total Traffic					1297		202	27	229		13	82	95		202	27	229		13	82	95		202	27	229		13	82	95

Notes:

1. All trip generation rates based on "Trip Generation", Institute of Transportation Engineers, 11th Edition
2. Peak hour directional splits from "Trip Generation":

General Light Industrial	AM Peak Hour		PM Peak Hour	
	88%	12%	14%	86%

4.3 Trip Distribution and Assignment

Trip distribution is the process of determining a pattern of distribution of existing (background) traffic within the existing system. Traffic assignment is the process of allocating the site-generated trips to the adjacent roadway system.

The orientation of site-generated traffic is a function of trip purposes, surrounding land uses, and the configuration and accessibility of the street network. The vehicle trips estimated by the trip generation process are directionally distributed onto the roadway network using directional percentages calculated from the existing travel patterns found from the background traffic volumes collected in the traffic counts. This process involves using a cordon line around the proposed site and finding the total number of vehicles passing over the cordon line. It is anticipated that the entire development would be built-out by the year 2025. For this study, there would be two intersections where vehicles were assumed to travel through to leave and return to the site. These were the intersections of Chandler Road and 144th Street / Highway 50 and Chandler Road and Site Entrance 2. The AM peak hour trip distribution is shown in Figure 12 with the PM shown in Figure 13.

These site generated trips are then added to the corresponding background trips to establish build-out volumes for both the AM and PM peak hours. The build-out volumes for the AM peak hour in 2025 are included in Figure 14 and for the PM peak hour in Figure 15. Figure 16 shows the 2030 AM build-out volumes with Figure 17 showing the 2030 PM build-out volumes. The volumes for the future build-out year of 2050 are shown in Figure 18 for the AM peak hour and Figure 19 for the PM peak hour.

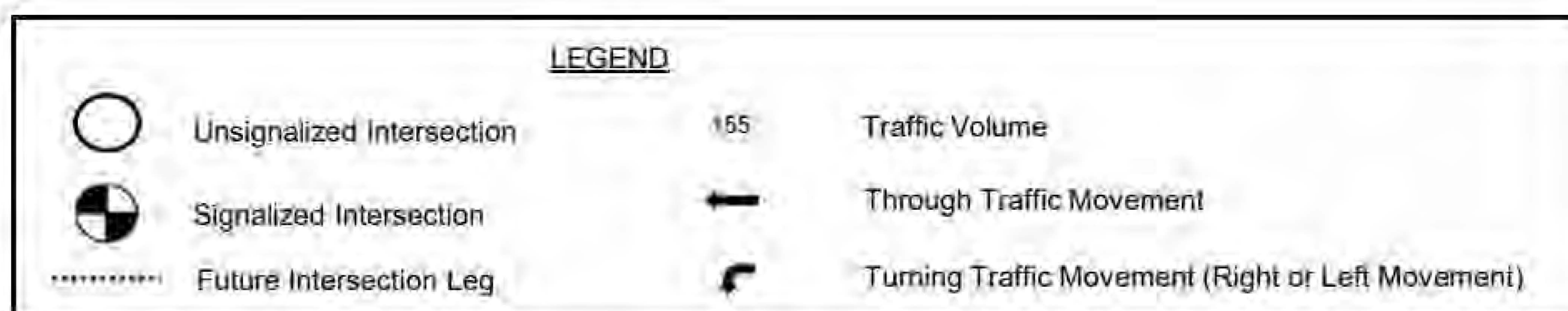
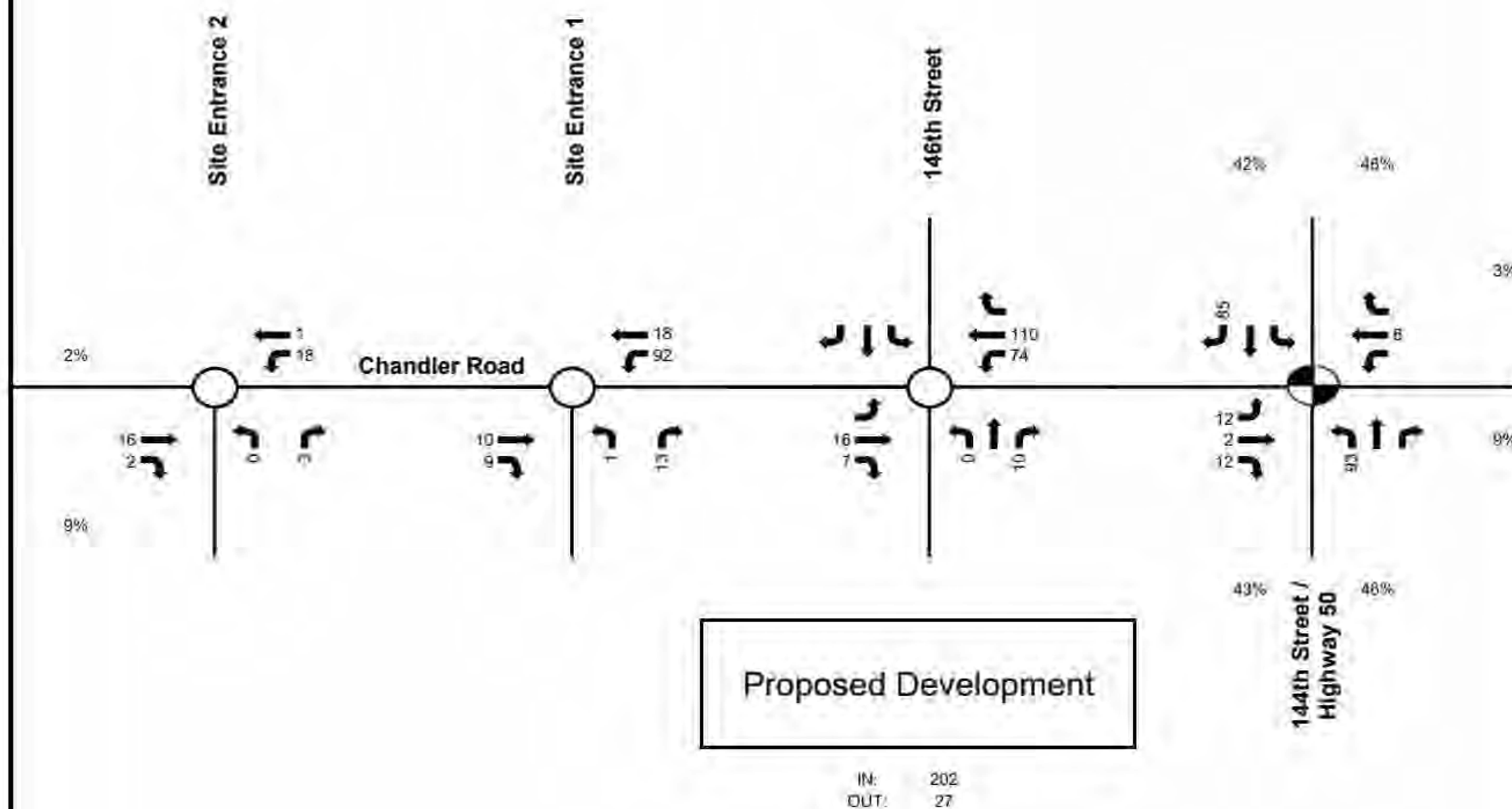
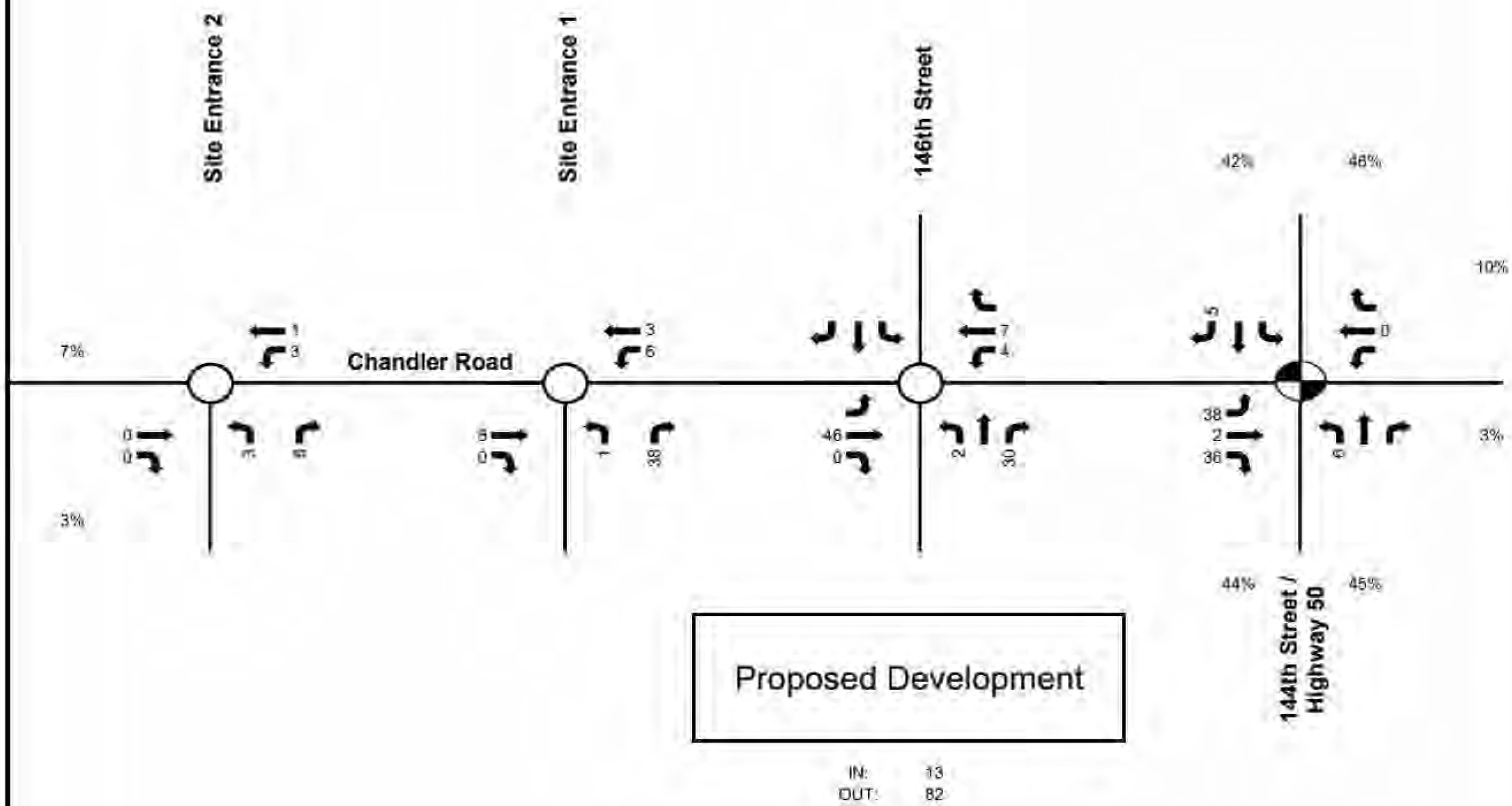
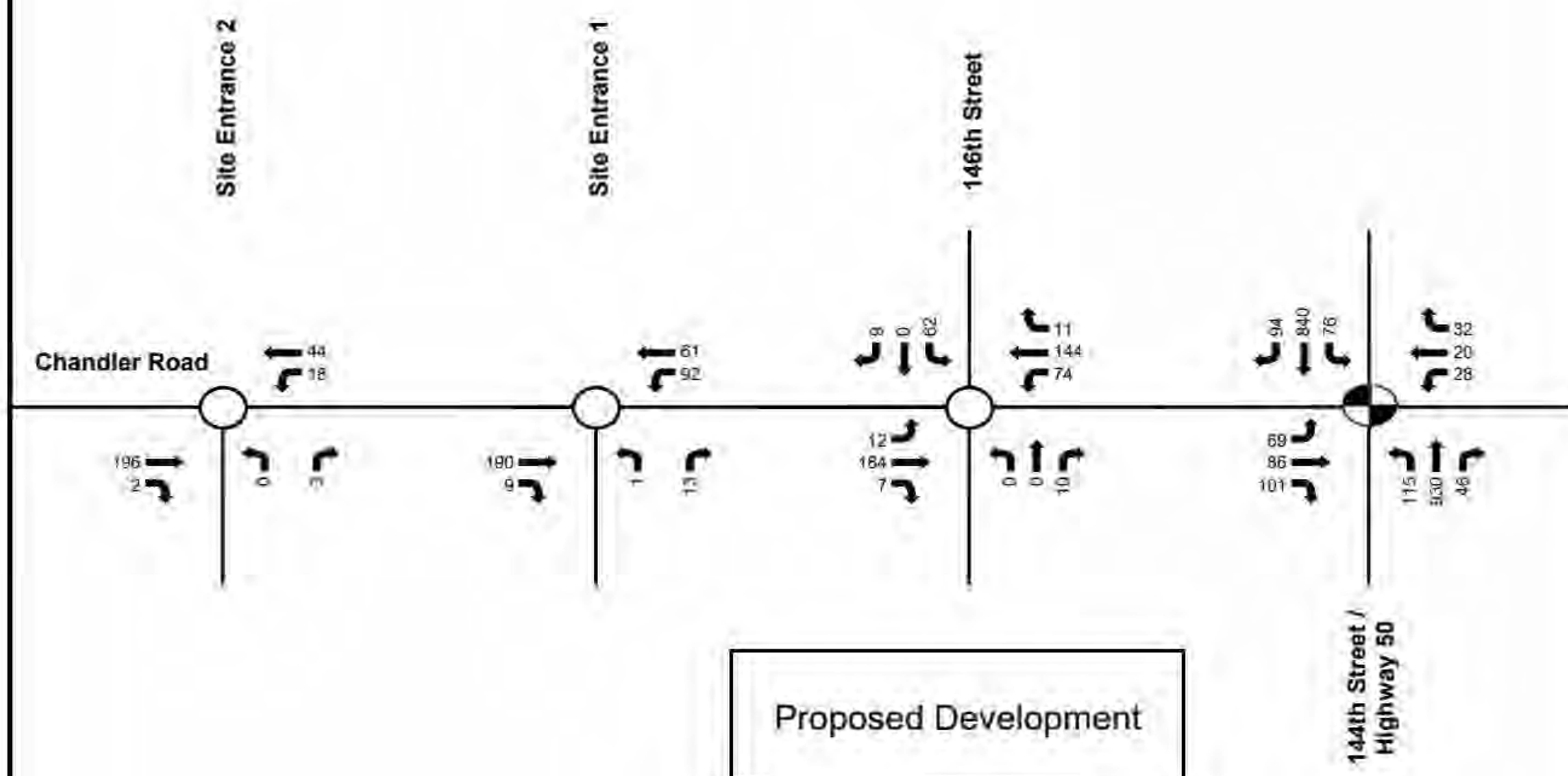
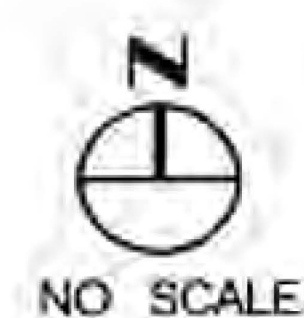


FIGURE 12
AM PEAK HOUR
TRIP DISTRIBUTION VOLUMES



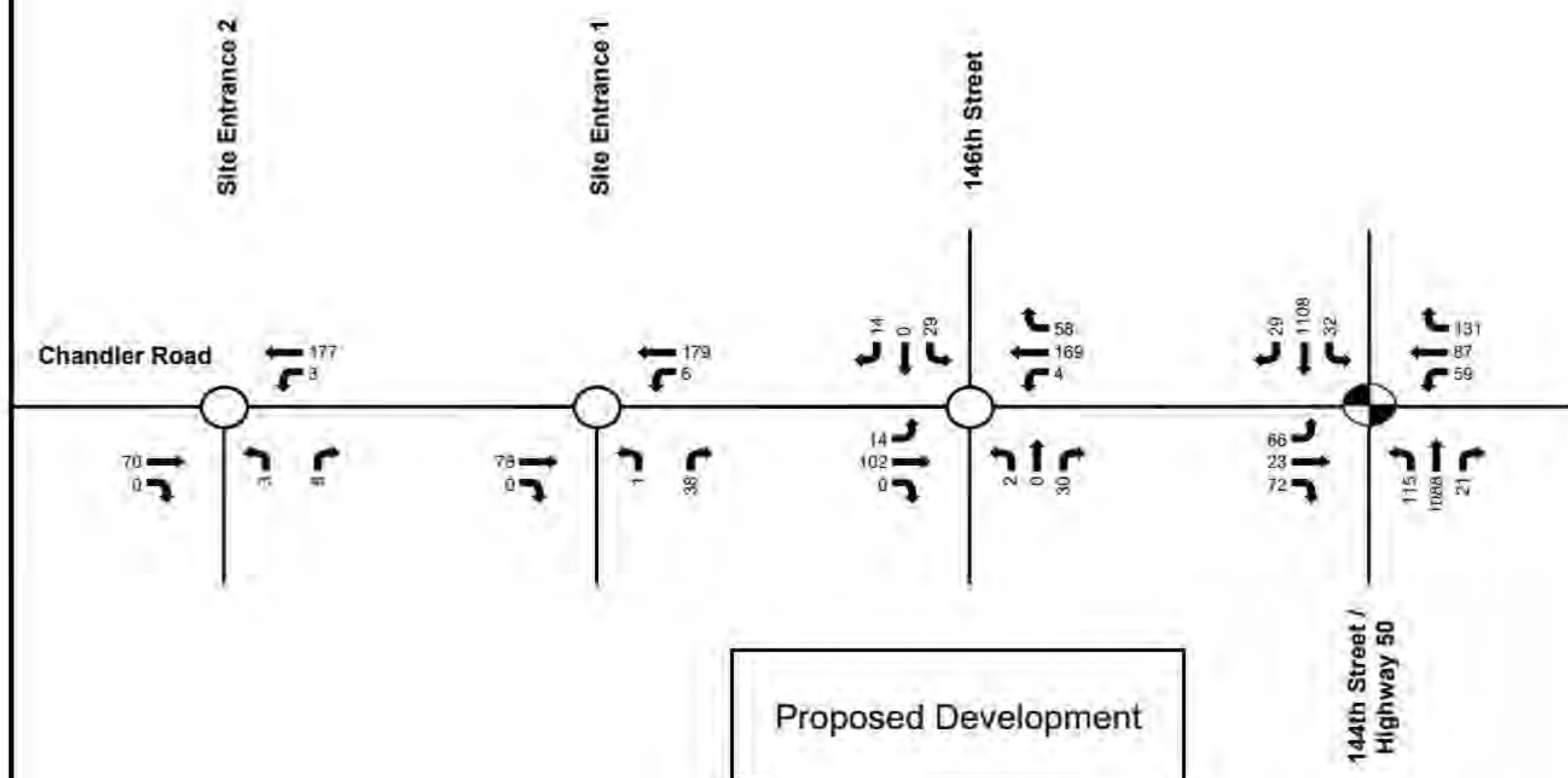
LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 13
PM PEAK HOUR
TRIP DISTRIBUTION VOLUMES



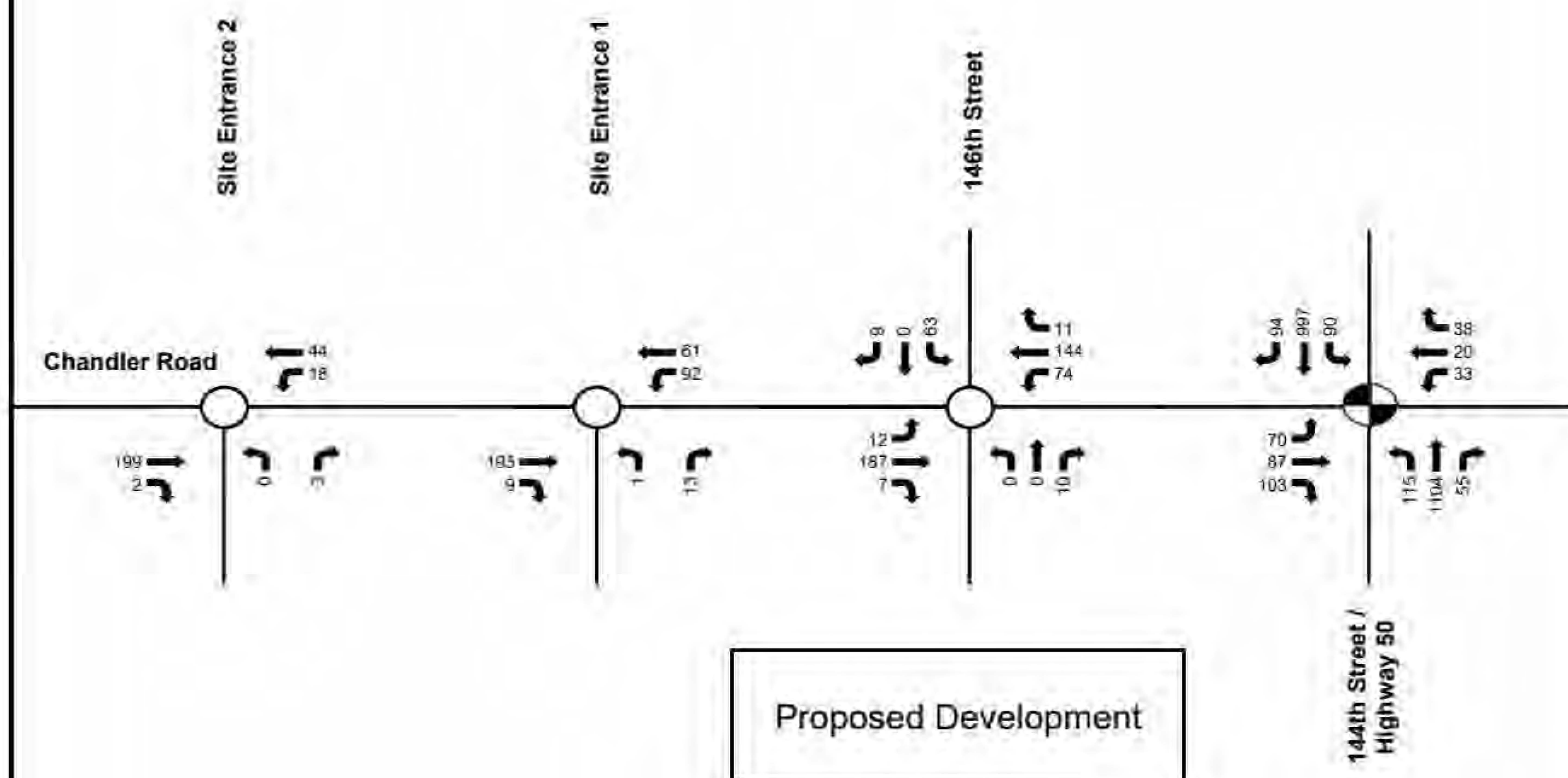
LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 14
2025 AM PEAK HOUR
BUILD-OUT VOLUMES



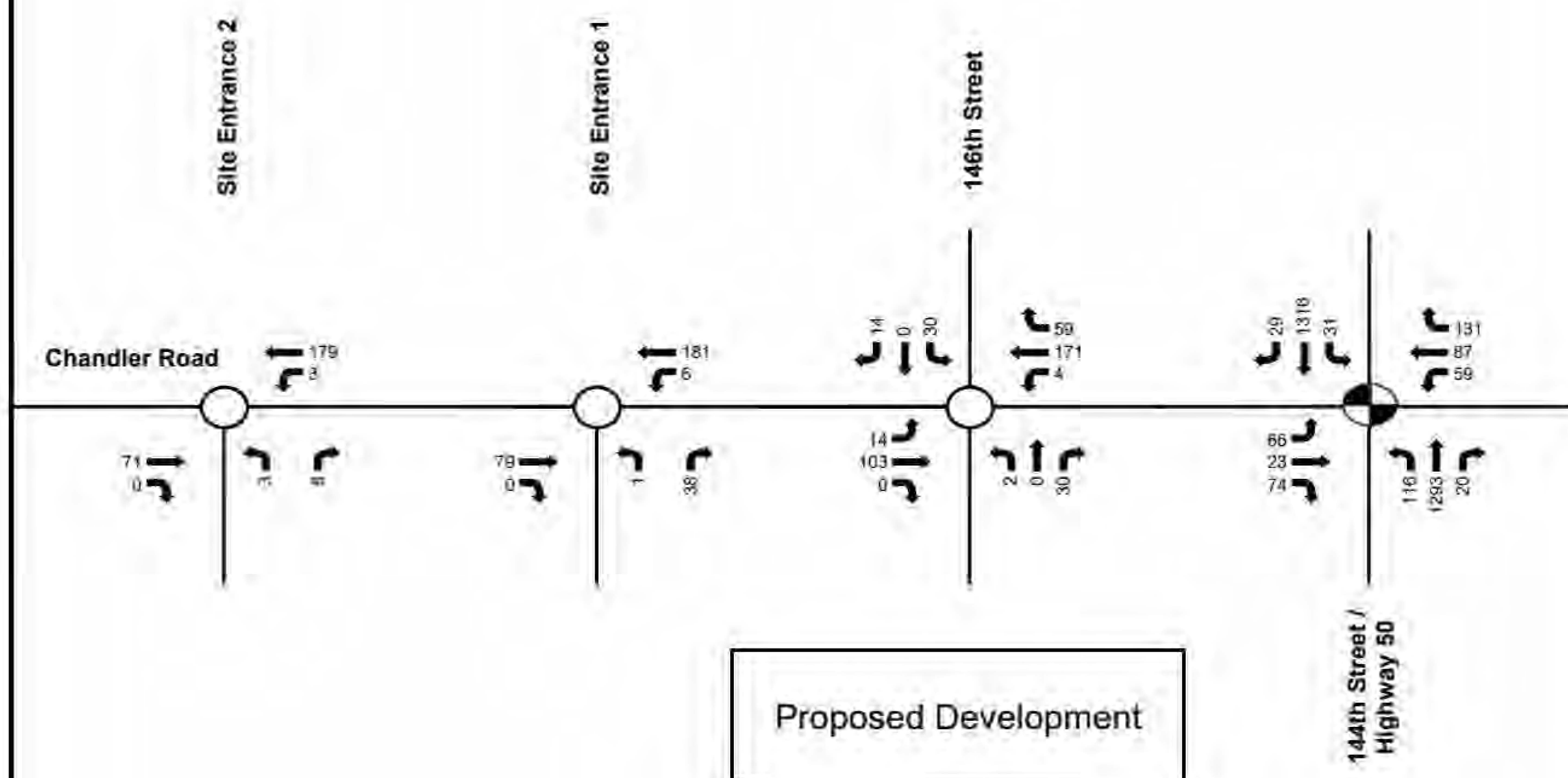
LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 15
2025 PM PEAK HOUR
BUILD-OUT VOLUMES



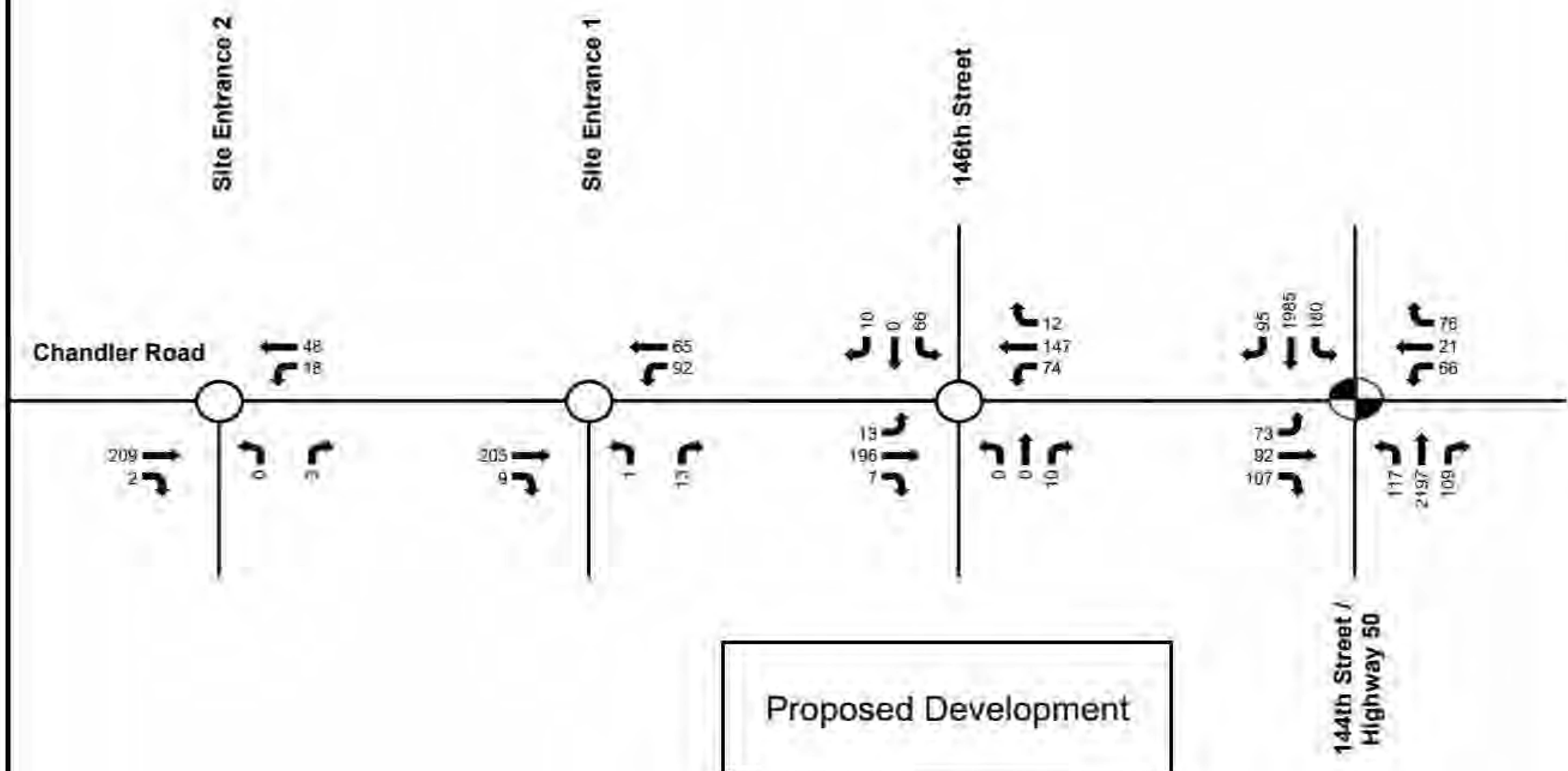
LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 16
2030 AM PEAK HOUR
BUILD-OUT VOLUMES



LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 17
2030 PM PEAK HOUR
BUILD-OUT VOLUMES



LEGEND			
	Unsignalized Intersection	155	Traffic Volume
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 18
2050 AM PEAK HOUR
BUILD-OUT VOLUMES

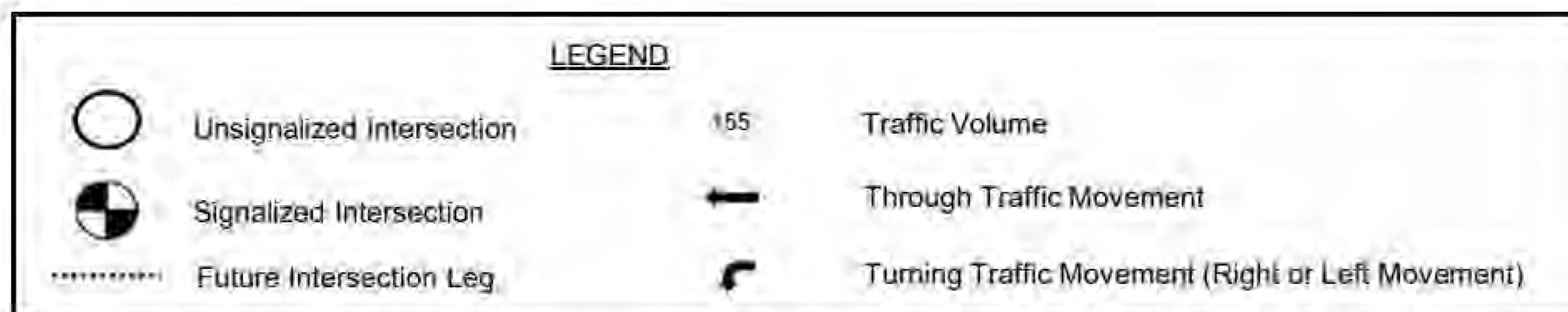
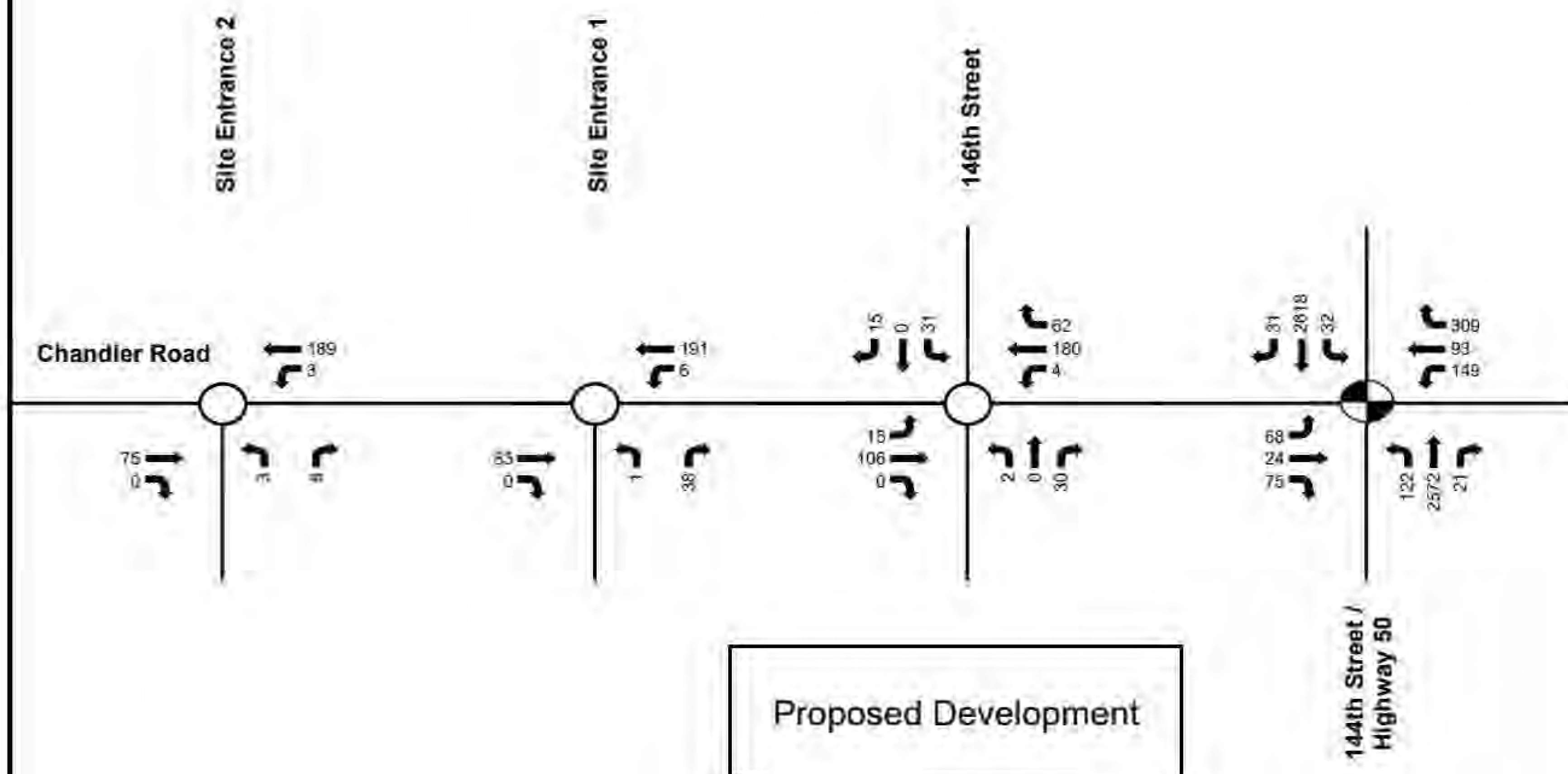


FIGURE 19
2050 PM PEAK HOUR
BUILD-OUT VOLUMES

CHAPTER 5: TRAFFIC ANALYSIS

5.1 Background Traffic Intersection Performance Analysis

An analysis of all the signalized intersections capacity performance was performed using Synchro 11.0. Synchro is a macroscopic traffic software program that replicates the signalized intersection capacity analysis. Macroscopic level models represent traffic in terms of aggregate measures for each movement at the intersections. Equations are used to determine measures of effectiveness such as delay and queue length. Effect of queues was observed with SimTraffic simulation.

While observations of traffic volumes provide an understanding of the general nature of traffic in the area, they are insufficient to indicate either the ability of the street network to carry additional traffic or the quality of service provided by the street facilities. For this reason, the concept of level of service (LOS) has been developed to correlate numerical traffic-volume data to subjective descriptions of traffic performance at intersections. Each lane of traffic has delay associated with it and therefore a correlating LOS. The overall LOS of a signalized intersection is made up of the weighted average delay for each lane of traffic for all of the approaches.

LOS is a measure of effectiveness for intersection operating conditions and is based on delay experience by vehicles passing through the intersection. LOS ranges from "A" to "F", with LOS "A" representing little or no delay, and LOS "F" representing extreme delay. LOS "C" or better is considered desirable, LOS "D" being acceptable in some urban situations. The qualitative definition of each category can be found in the appendix. The following Table 2 shows the intersection LOS Criteria for both signalized and unsignalized intersections. (HCM 2010):

Table 2 – Intersection LOS Criteria

Level of Service	Signalized Control Delay Range	Unsignalized Control Delay Range
A	≤ 10 seconds	≤10 seconds
B	>10 and ≤ 20 seconds	>10 and ≤ 15 seconds
C	>20 and ≤ 35 seconds	>15 and ≤ 25 seconds
D	>35 and ≤ 55 seconds	>25 and ≤ 35 seconds
E	>55 and ≤ 80 seconds	>35 and ≤ 50 seconds
F	>80 seconds	>50 seconds

The AM and PM weekday peak performance analysis of background traffic with existing conditions was performed for all of the intersections on the roadway network for the background scenarios in the year 2023, year 2025, year 2030 and year 2050. For the background figures, potential improvements were shown in a separate figure. For the build-out figures, the improvements to the roadway that were made in previous scenarios (background or build-out) were assumed for the following build-out scenarios. The build out scenarios include the traffic anticipated to be generated from the site at all of the entrances. The Synchro outputs are included in the appendix of this study. The results of the background traffic analysis for the existing intersections are summarized below:

Background Year 2023 Analysis

The two intersections along Chandler Road, 144th Street / Highway 50 and 146th Street are analyzed in this study. Their performance is mentioned below.

- 144th Street / Highway 50 and Chandler Road: This signalized intersection is anticipated to operate at an overall LOS of A in the AM peak hour and a LOS of B in the PM peak hour. All of the individual movements are anticipated to operate at a LOS of C or better in both the AM and PM peak hour.
- 146th Street and Chandler Road: This is an unsignalized intersection where all individual movements are anticipated to operate at a LOS of B or better in both the AM and PM peak hour.

The 2023 Background LOS and the corresponding delays are included in Figure 20.

Background Year 2025 Analysis

- 144th Street / Highway 50 and Chandler Road: Similar to the background scenario, this signalized intersection is anticipated to operate at an overall LOS of A in the AM peak hour and a LOS of B in the PM peak hour. All of the individual movements are anticipated to operate at a LOS of C or better in both the AM and PM peak hour.
- 146th Street and Chandler Road: All individual movements are anticipated to operate at a LOS of B or better in both the AM and PM peak hour.

The 2025 Background LOS and the corresponding delays are included in Figure 21.

Background Year 2030 Analysis

- 144th Street / Highway 50 and Chandler Road: The performance of the overall intersection is anticipated to slightly decrease in performance in the AM peak hour from the previous 2025 background scenario, with the anticipated LOS of B in both peak hours. All of the individual movements except for two are anticipated to operate at a LOS of D or better in both peak hours.
- 146th Street and Chandler Road: The same three individual movements are anticipated to operate at a LOS of B or better, as shown in the previous 2025 background scenario.

The 2030 Background LOS and the corresponding delays are included in Figure 22.

Background Year 2050 Analysis

- 144th Street / Highway 50 and Chandler Road: The overall intersection is anticipated to decrease to a LOS of D in the AM peak hour and a LOS of F

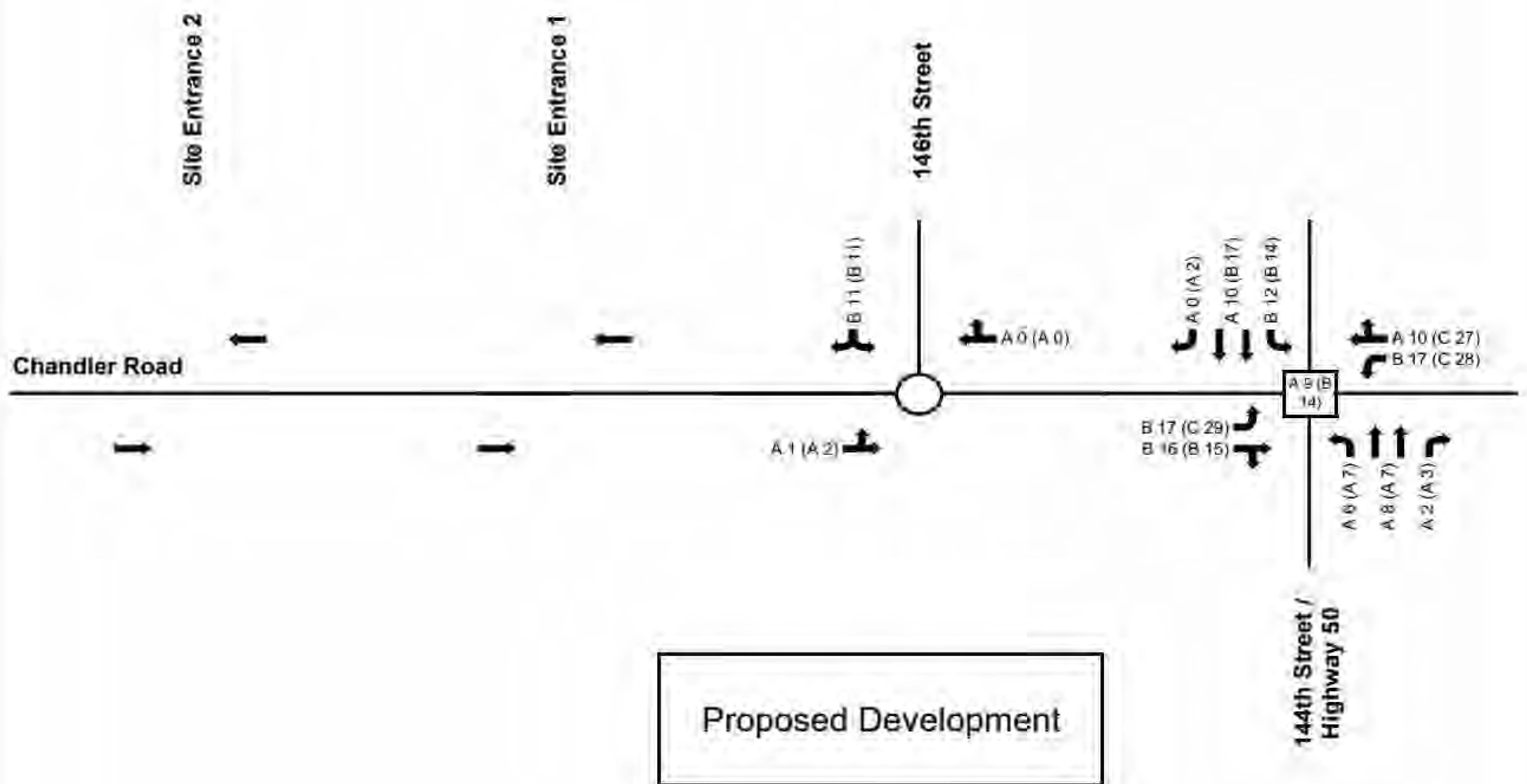
in the PM peak hour. Seven individual movements are also anticipated to operate at a LOS of E or F in either the AM or PM peak hour (or both). The eastbound left turning movement is anticipated to operate at a LOS of E in the PM peak hour. The northbound left turning movement is anticipated to operate at a LOS of F in the PM peak hour and northbound through movement is anticipated to operate at a LOS of E in the PM peak hour. The southbound left turning movement is anticipated to operate at a LOS of F in the AM peak hour and the southbound through movement is anticipated to operate at a LOS of F in the PM peak hour. The westbound through/right movement is anticipated to operate at a LOS of F in the PM peak hour and the westbound left turning movement is anticipated to operate at a LOS of F in the AM peak hour. These are increases from the previous scenario where all of the individual movements are anticipated to operate at a LOS of D or better in both peak hours.

In this scenario, increasing the northbound and southbound movements to three through lanes would improve the overall performance of the intersection along with many individual movements but is not shown as an improvement under the direction of NDOT. The traffic signal is also anticipated to need to be improved to include a permissive/protected phase at the eastbound, westbound and southbound left turning movements. Finally, adding a westbound right turn lane also helps improve this intersection. With these improvements, the overall intersection is anticipated to remain the same at a LOS of D in the AM peak hour and a LOS of F in the PM peak hour. The movements on the westbound lanes are anticipated to improve to a LOS of D or better with the exception of the westbound right turn lane which is anticipated to be a LOS of E in the PM peak hour. The westbound through movement is anticipated to operate at a LOS of E in the AM peak hour. The northbound left turning movement along with the southbound through movement are still anticipated to operate

at a LOS of F in the PM peak hour. The northbound through movement is still anticipated to operate at a LOS of E in the AM peak hour and a LOS of F in the PM peak hour. The southbound left turning movement is still anticipated to operate at a LOS of F in the AM peak hour.

- 146th Street and Chandler Road: All of the individual movements at this intersection are still anticipated to operate at a LOS of B or better in both peak hours, which is similar to all of the previous scenarios.

The 2050 Background LOS and the corresponding delays are included in Figure 23. Figure 24 includes the 2050 Background LOS with improvements.




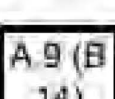



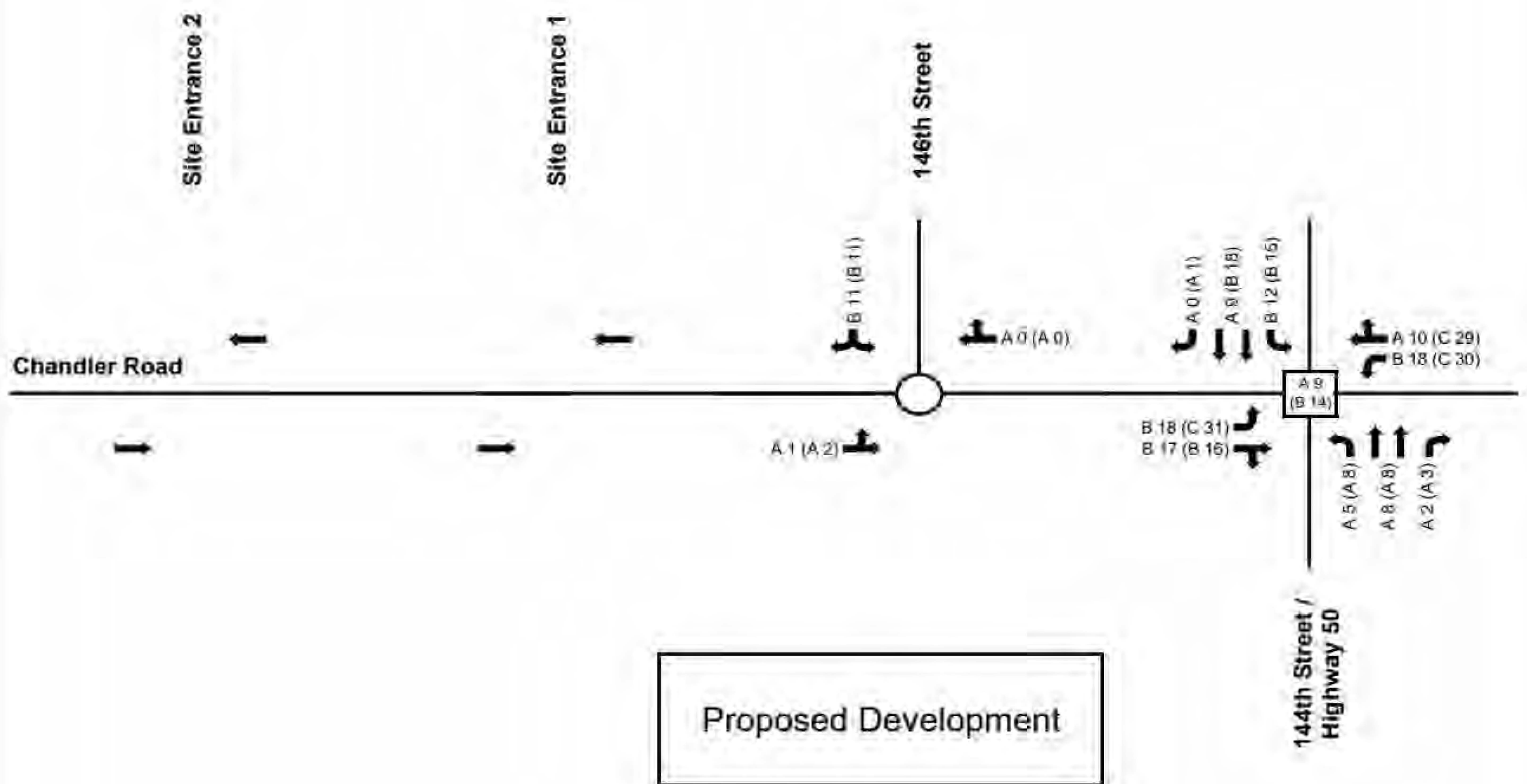
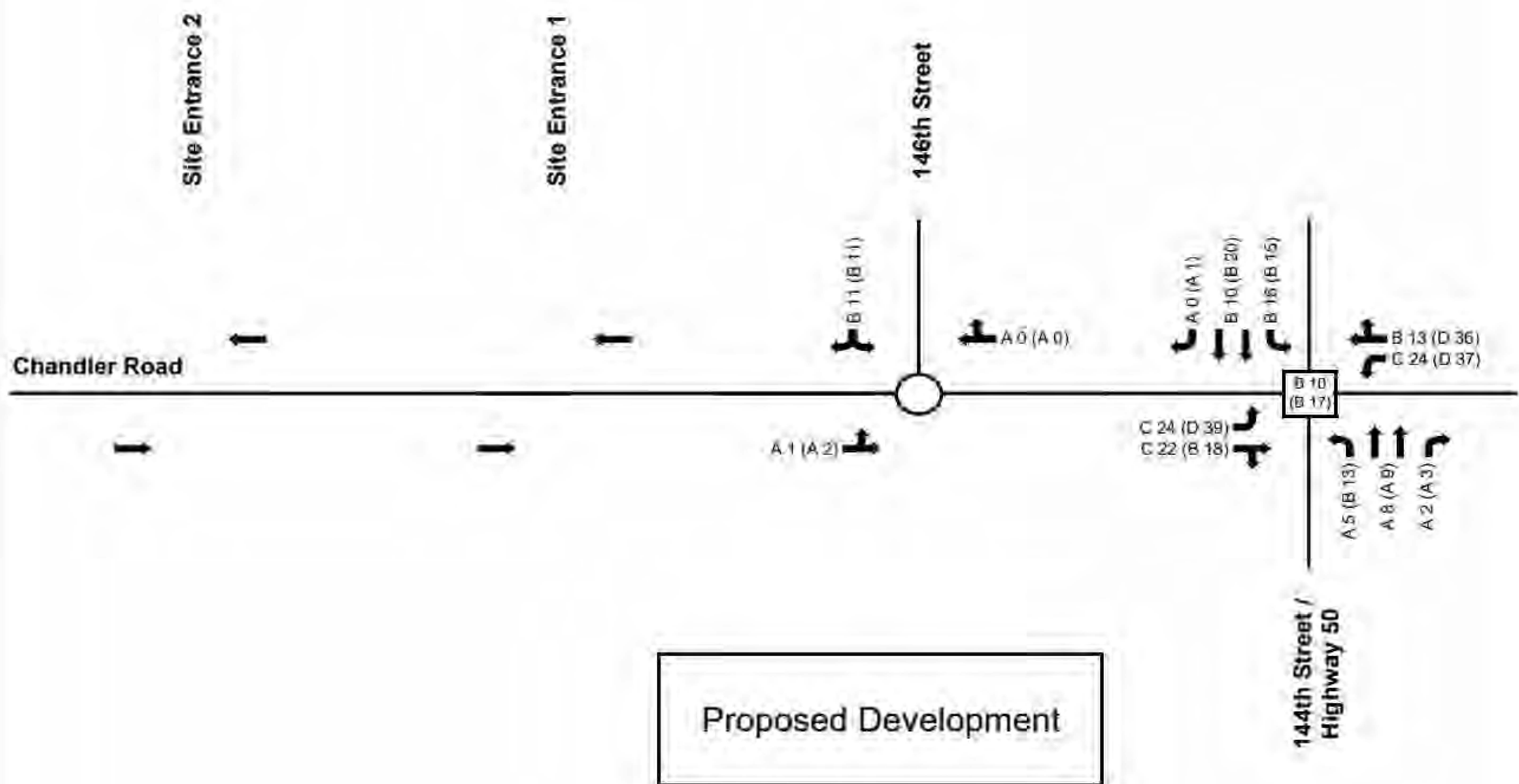
LEGEND		
	Unsignalized Intersection	B 17 (C 28)
	Signalized Intersection	Level of Service AM(PM), seconds
	Future Intersection Leg	
		

FIGURE 20
2023 BACKGROUND PEAK HOUR
LEVEL OF SERVICE



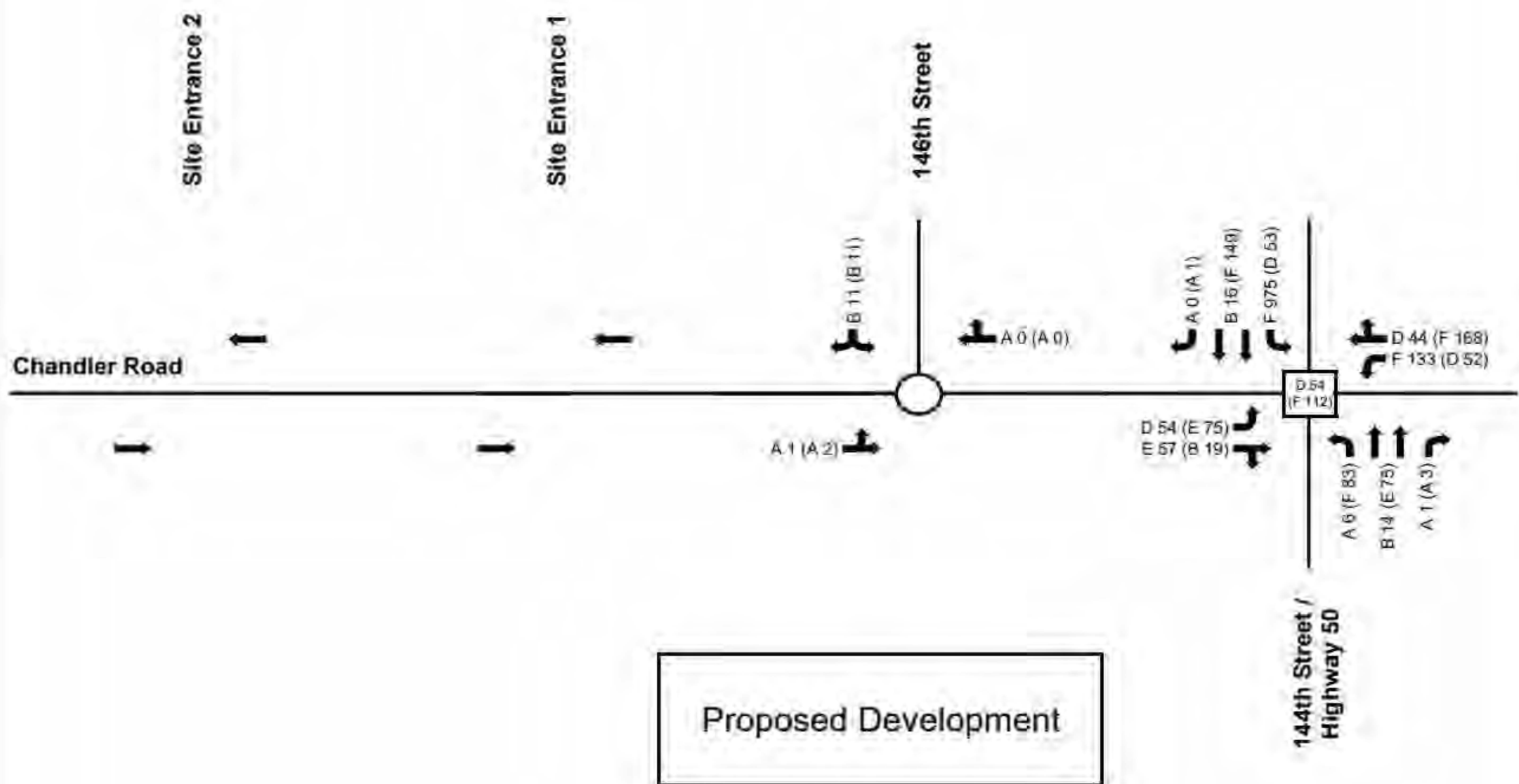
LEGEND			
	Unsignalized Intersection	B 17 (C 28)	Level of Service AM(PM), seconds
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 21
2025 BACKGROUND PEAK HOUR
LEVEL OF SERVICE



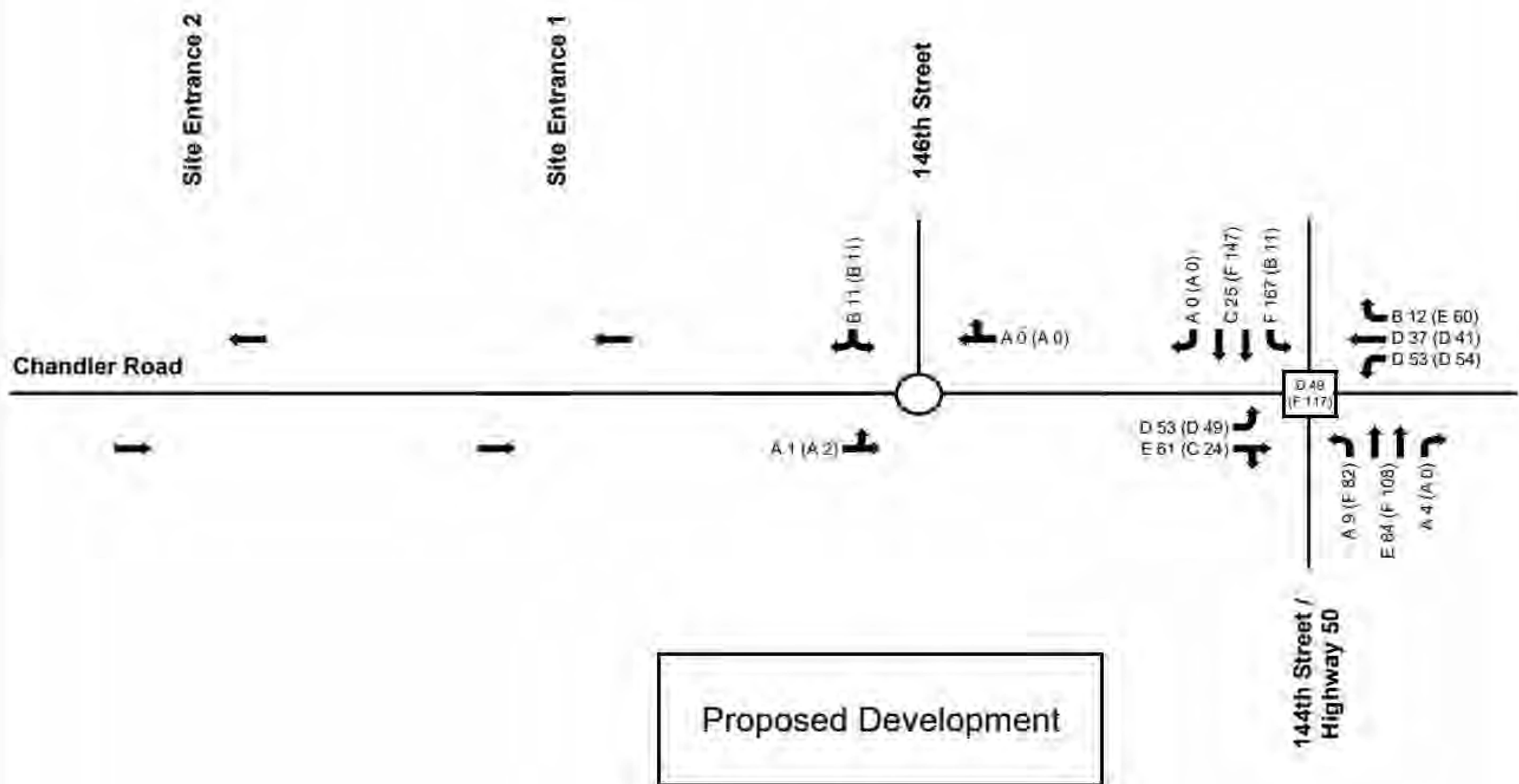
LEGEND			
	Unsignalized Intersection	B 17 (C 28)	Level of Service AM(PM), seconds
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 22
2030 BACKGROUND PEAK HOUR
LEVEL OF SERVICE



LEGEND		
	Unsignalized Intersection	B 17 (C 28)
	Signalized Intersection	Level of Service AM(PM), seconds
	Future Intersection Leg	
	Through Traffic Movement	
	Turning Traffic Movement (Right or Left Movement)	

FIGURE 23
2050 BACKGROUND PEAK HOUR
LEVEL OF SERVICE



Proposed Development

LEGEND			
	Unsignalized Intersection	B 17 (C 28)	Level of Service AM(PM), seconds
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 24
2050 BACKGROUND PEAK HOUR
LEVEL OF SERVICE WITH IMPROVEMENTS

5.2 Build-out (2025, 2030 and 2050) Intersection Performance Analysis

The analysis of the transportation impacts of the site on the surrounding roadway network is based on the distribution of the opening day site generated traffic onto the existing volumes as previously discussed. The procedure involved intersection capacity analysis for all intersections directly impacted by the proposed site. This analysis was performed for the design year of 2025, year 2030 and year 2050 scenarios. If there are any potential improvements to the intersections, the improvements were carried through to the following scenarios. The intersections were analyzed to determine intersection delay, LOS and vehicle queue lengths to determine blocking problems. Synchro was used to determine the anticipated delay, LOS and queue lengths at the intersections. See Appendix for Synchro outputs. Queuing and blocking issues are discussed in section 5.3 later on in the report.

Build-out Year 2025 Analysis

For this scenario, the three new access points were added to the site.

- 144th Street / Highway 50 and Chandler Road: The overall intersection is anticipated to operate at a LOS of B in both the AM and PM peak hour. This is a slight increase in the AM peak hour from the 2025 background scenario. All of the individual movements, except for one, are anticipated to operate at a LOS of C or better. The westbound left turning movement is anticipated to decrease to a LOS of D in the PM peak hour.
- 146th Street and Chandler Road: Even with the addition of the south leg of the intersection, all of the individual movements at this intersection are anticipated to operate at a LOS of B or better in both peak hours. This is similar to the 2025 background scenario.
- Remaining Intersections: All of the individual movements are anticipated to operate at a LOS of A in both peak hours.

Figure 25 shows the 2025 Build-out LOS and the corresponding delays.

Build-out Year 2030 Analysis

- 144th Street / Highway 50 and Chandler Road: The overall intersection is anticipated to operate at a LOS of B in both peak hours. The individual movements are anticipated to operate at a similar level to the 2030 background scenario with all of the individual movements operating at a LOS of D or better in both peak hours.
- 146th Street and Chandler Road: The individual movements are anticipated to operate at a LOS of B or better in both peak hours, which is similar to the background 2030 scenario.
- Remaining Intersections: All of the individual movements are anticipated to operate at a LOS of A in both peak hours.

Figure 26 shows the 2030 Build-out LOS and the corresponding delays.

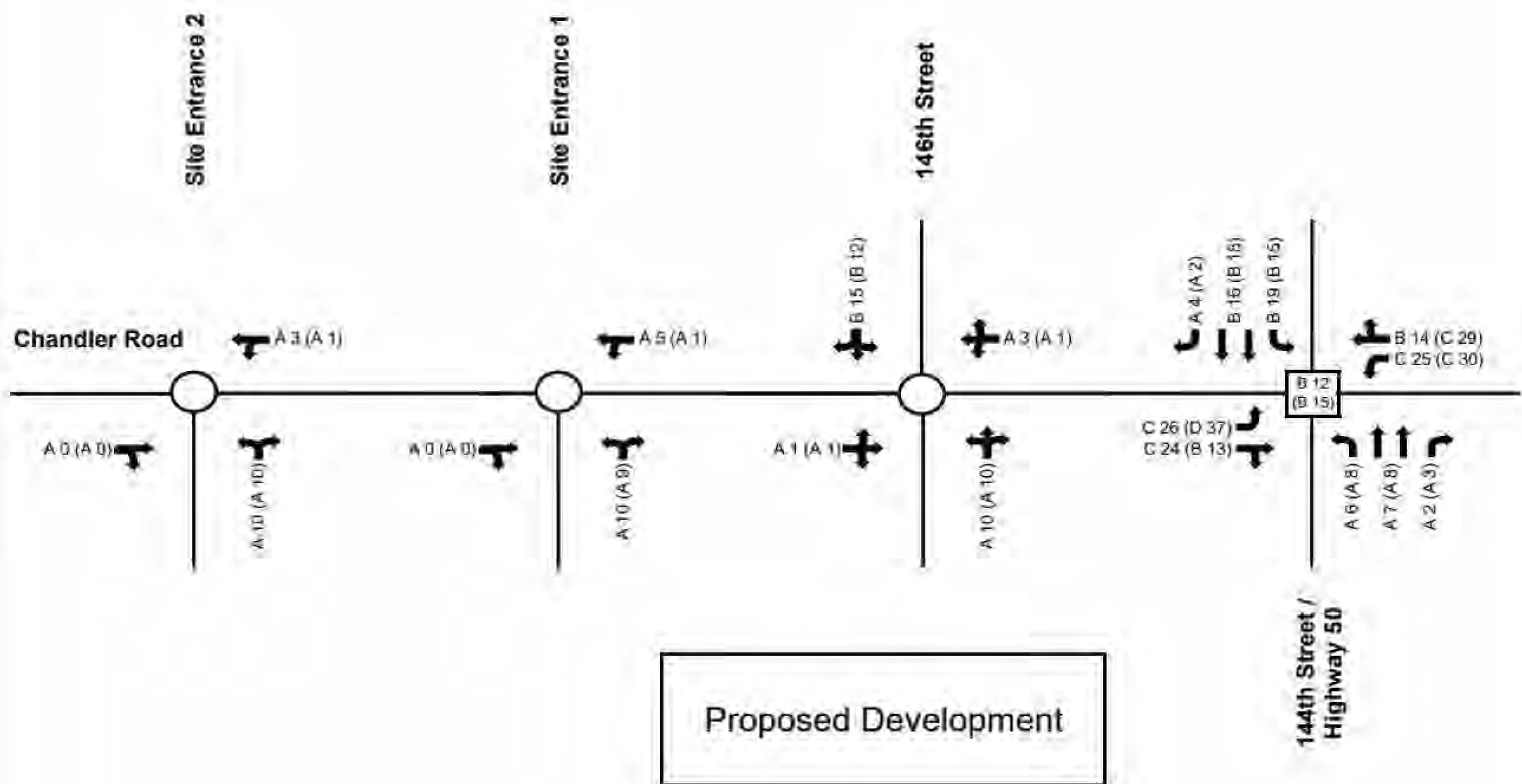
Build-out Year 2050 Analysis

Improvements from the 2050 background scenario were included in this scenario.

- 144th Street / Highway 50 and Chandler Road: The overall intersection is anticipated to operate at a LOS of D in the AM peak hour and F in the PM peak hour, which is not a change from the 2050 background with improvements scenario. In this scenario, seven individual movements are anticipated to operate at a LOS of E or F in various peak hours. The eastbound through/right movement is anticipated to operate at a LOS of E in the AM peak hour. The westbound left movement is anticipated to operate at a LOS of E in the PM peak hour. The westbound right movement and the southbound through movement are anticipated to operate at a LOS of F in the PM peak hour. The northbound left and through movements are anticipated to operate at a LOS of E in the AM peak hour and F in the PM peak hour. The southbound left movement is anticipated to operate at a LOS of F in the AM peak hour. The remaining movements are anticipated to operate at a LOS of D or better in both the AM and PM peak hours.

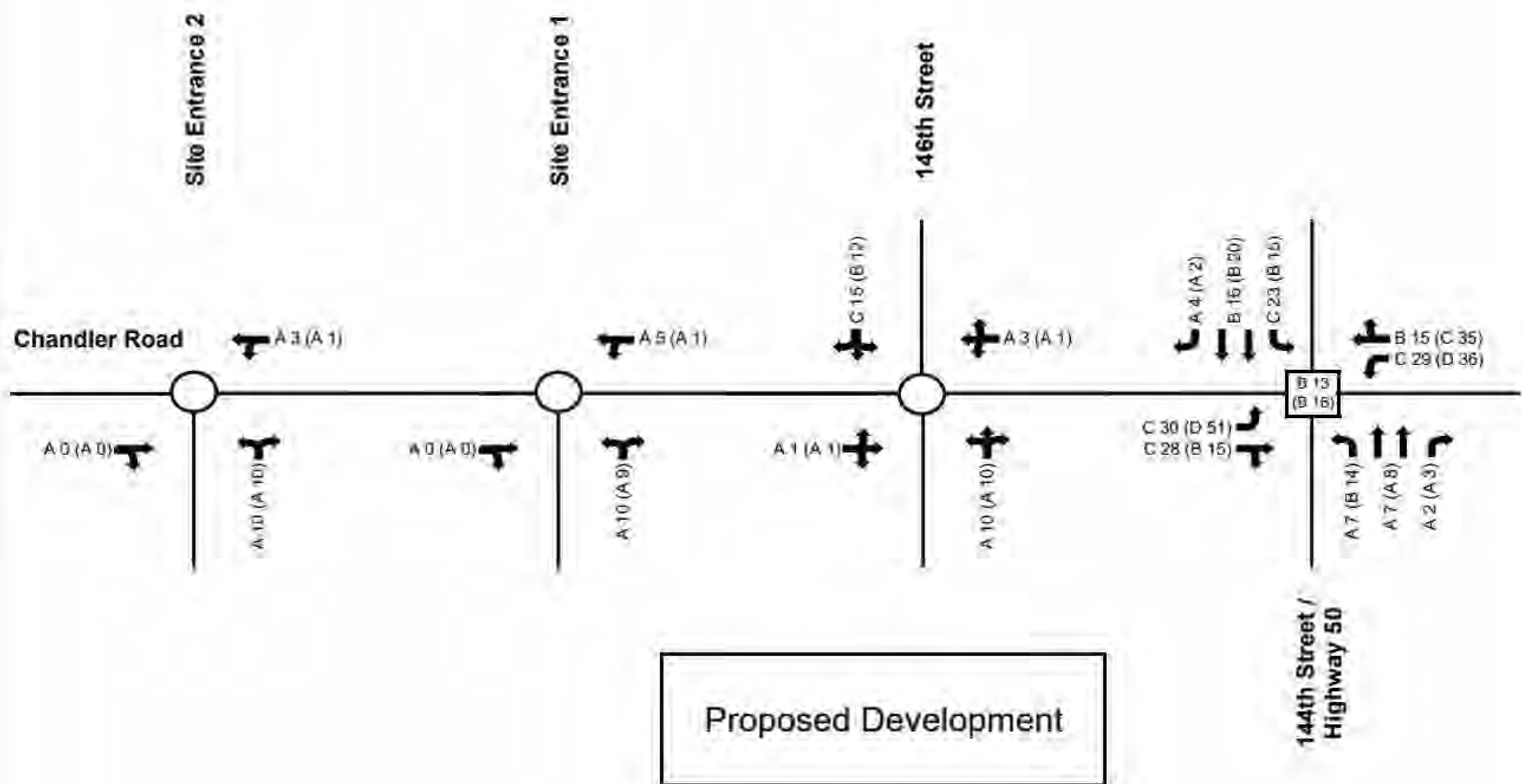
- 146th Street and Chandler Road: All individual movements are anticipated to operate at a LOS of C or better in both peak hours, which is similar to the previous 2050 background with improvements scenario.
- Remaining Intersections: All of the individual movements are anticipated to operate at a LOS of A in both peak hours.

The 2050 Build-out LOS with improvements are included in Figure 27.



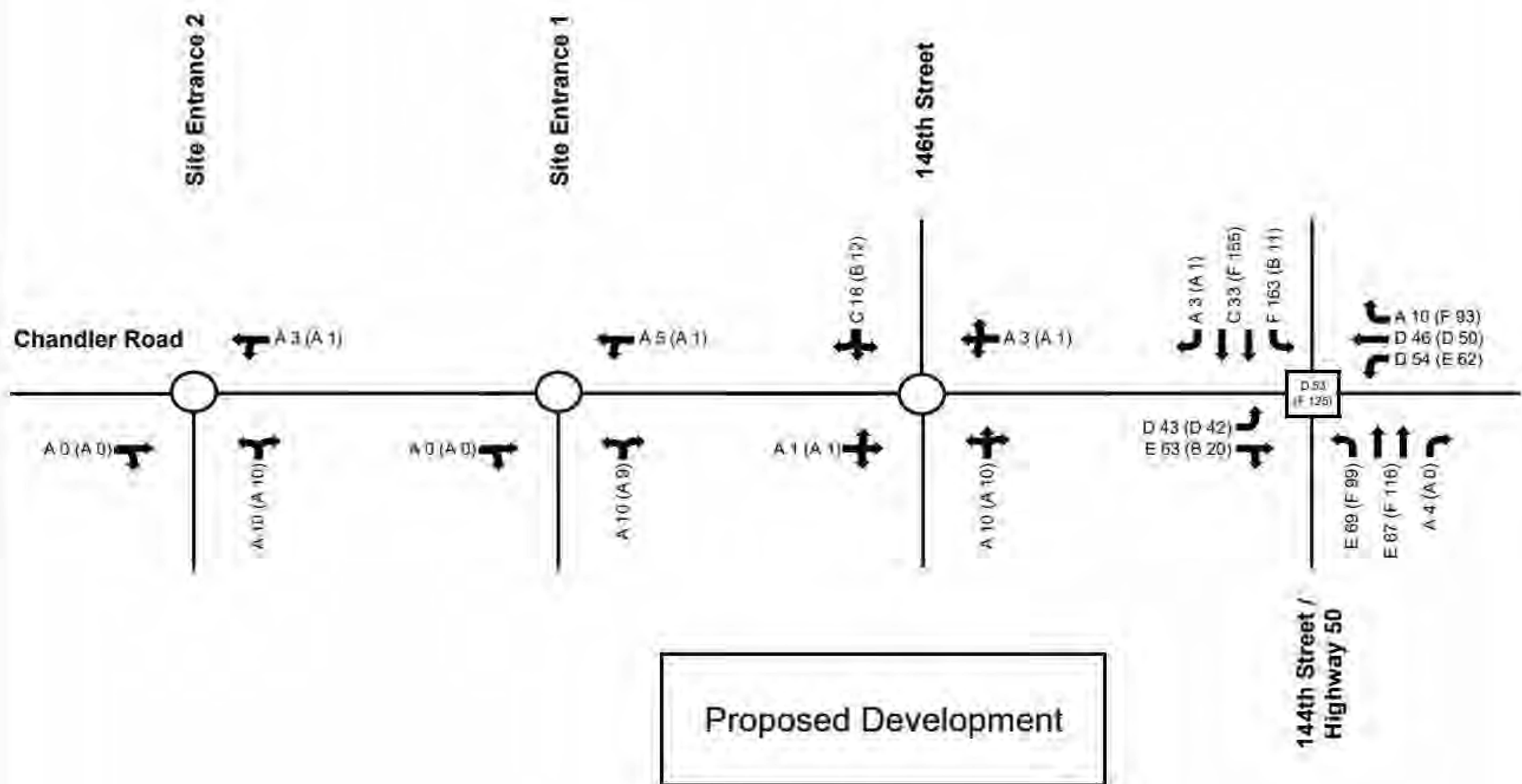
LEGEND			
	Unsignalized Intersection	B 17 (C 28)	Level of Service AM(PM), seconds
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 25
2025 BUILD-OUT PEAK HOUR
LEVEL OF SERVICE



LEGEND			
	Unsignalized Intersection	B 17 (C 28)	Level of Service AM(PM), seconds
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 26
2030 BUILD-OUT PEAK HOUR
LEVEL OF SERVICE



LEGEND			
	Unsignalized Intersection	B 17 (C 28)	Level of Service AM(PM), seconds
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 27
2050 BUILD-OUT PEAK HOUR
LEVEL OF SERVICE

5.3 Queue Length Analysis

Based on volumes used in the previous analysis, the anticipated vehicle queue lengths were determined using the Synchro Software. The purpose for this analysis is to determine if added trips create situations where turning vehicles queue up and block through traffic or if through lanes queues block entrances to the left-turn or right-turn storage bays for given signal operating parameters. Synchro only calculates the 95th percentile queues for unsignalized intersections, thus the 95th percentile queues were analyzed.

There appears to be one instance where the queue would be long enough to block an intersection. This is anticipated to occur in the southbound through lane at the intersection of 144th Street / Highway 50 and Chandler Road. This movement is anticipated to have a 95th percentile queue length of 1,615 feet in the 2050 PM background with improvements scenario along with the 2050 build-out scenario. The closest intersection to the north of this is the existing intersection of 144th Street / Highway 50 and Echo Hills Drive, that is approximately 1,100 feet away. With this occurring in the background scenario and not increasing with the build-out scenario, the site traffic is not adding to this queue.

In the 2050 background with improvements scenario, the southbound and westbound left turn lane queues are anticipated to extend outside of the existing turn lane storage lengths. These lengths are not anticipated to increase with the addition of the site traffic, therefore this is based solely on the background traffic volumes and not based on the site traffic volumes. The queue lengths for all background and build-out scenarios are shown in Figures 28 through Figure 33.

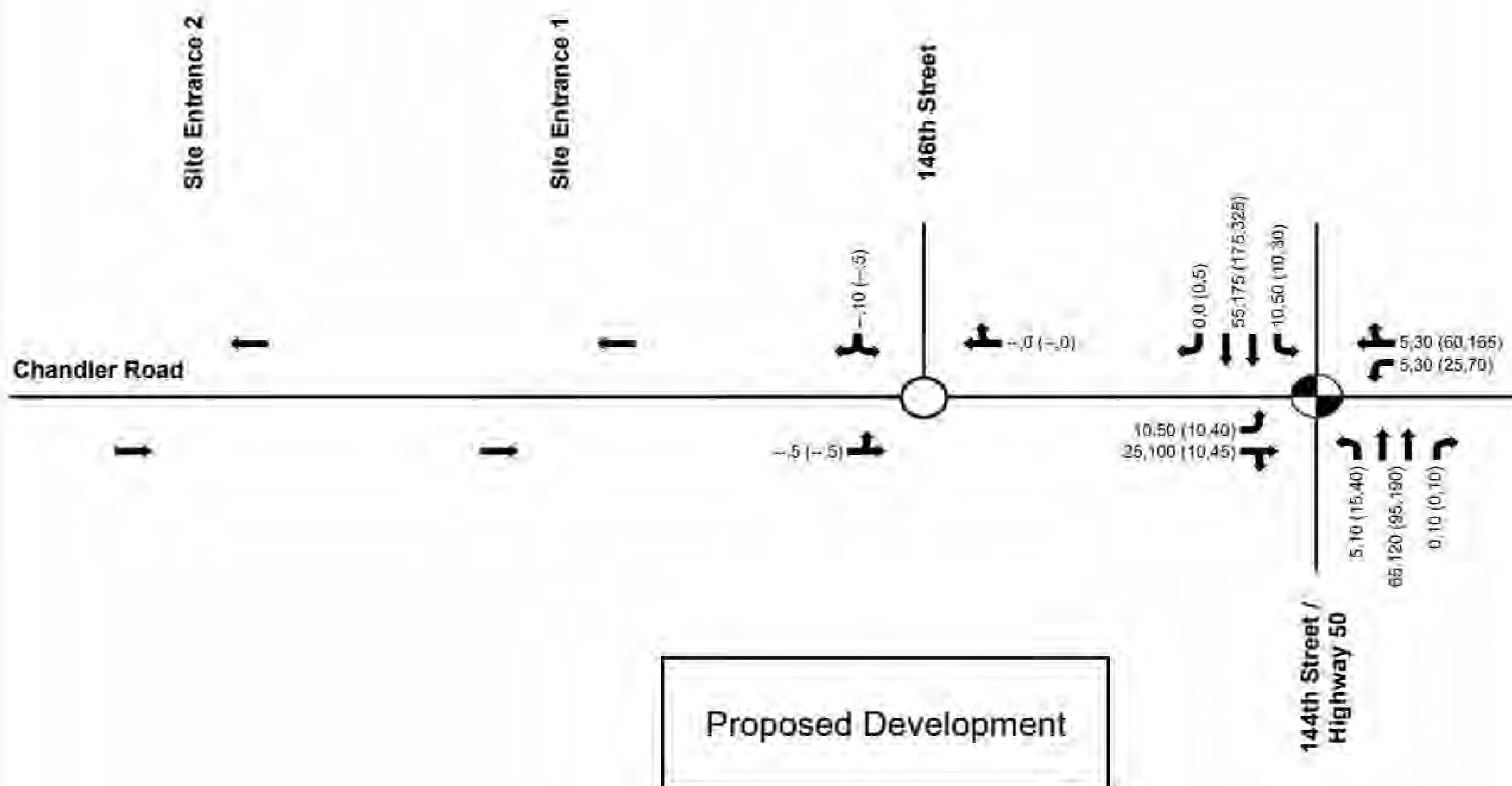
5.4 Traffic Signal Warrants

None of the proposed entrance intersections are anticipated to be above the threshold for a traffic signal in any scenario based on the Manual on Uniform Traffic

Control Devices (MUTCD) Warrant 3 (Peak Hour). The traffic signal warrant graphs are included in the appendix.

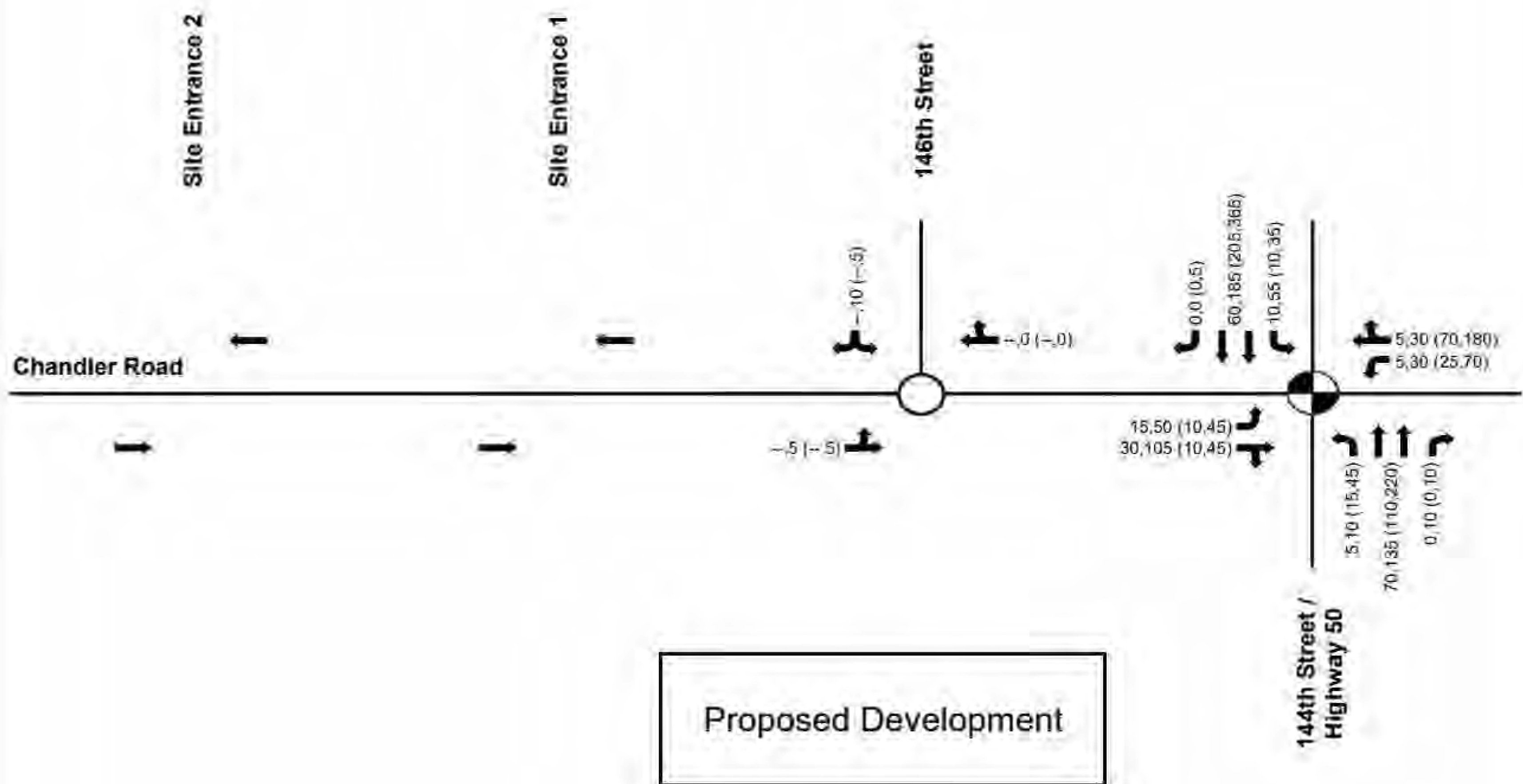
5.5 Turn Lane Warrants

Right and left turn lane warrants were checked at the two proposed entrances into the site. None of these intersections are anticipated to be above the threshold for a right or left turn lane in any scenario, according to the NCHRP 279 report.



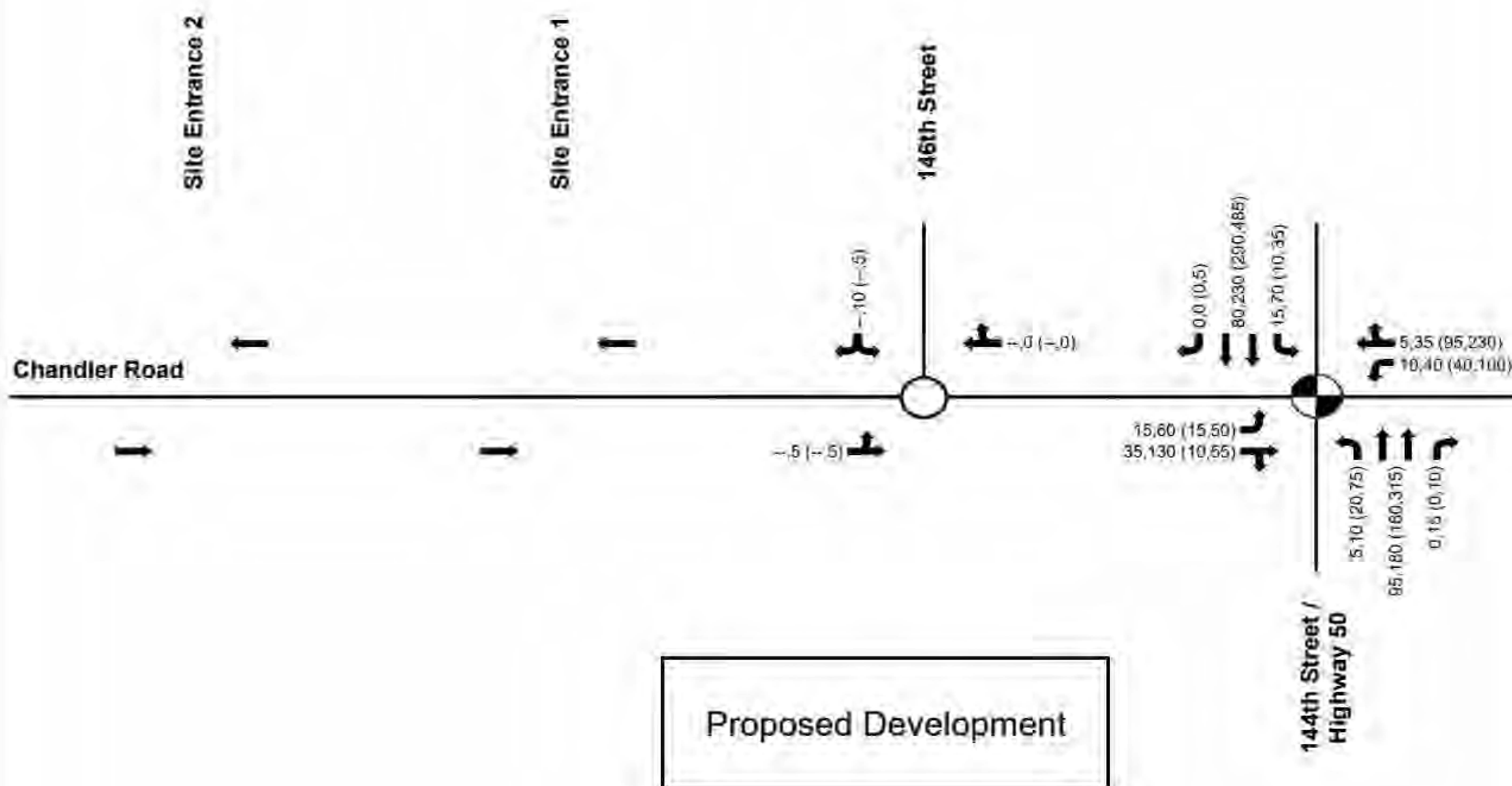
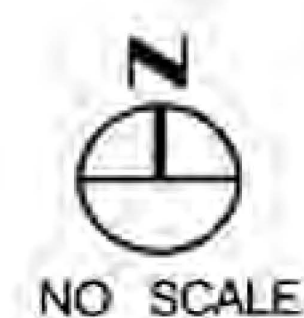
LEGEND			
	Unsignalized Intersection	5,30 (60,165)	Queue Length AM 50th,95th (PM 50th,95th), feet #: 95th percentile volume exceeds capacity, queue may be longer ~: Queue shown is maximum after two cycles
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 28
2023 BACKGROUND PEAK HOUR
QUEUE LENGTHS



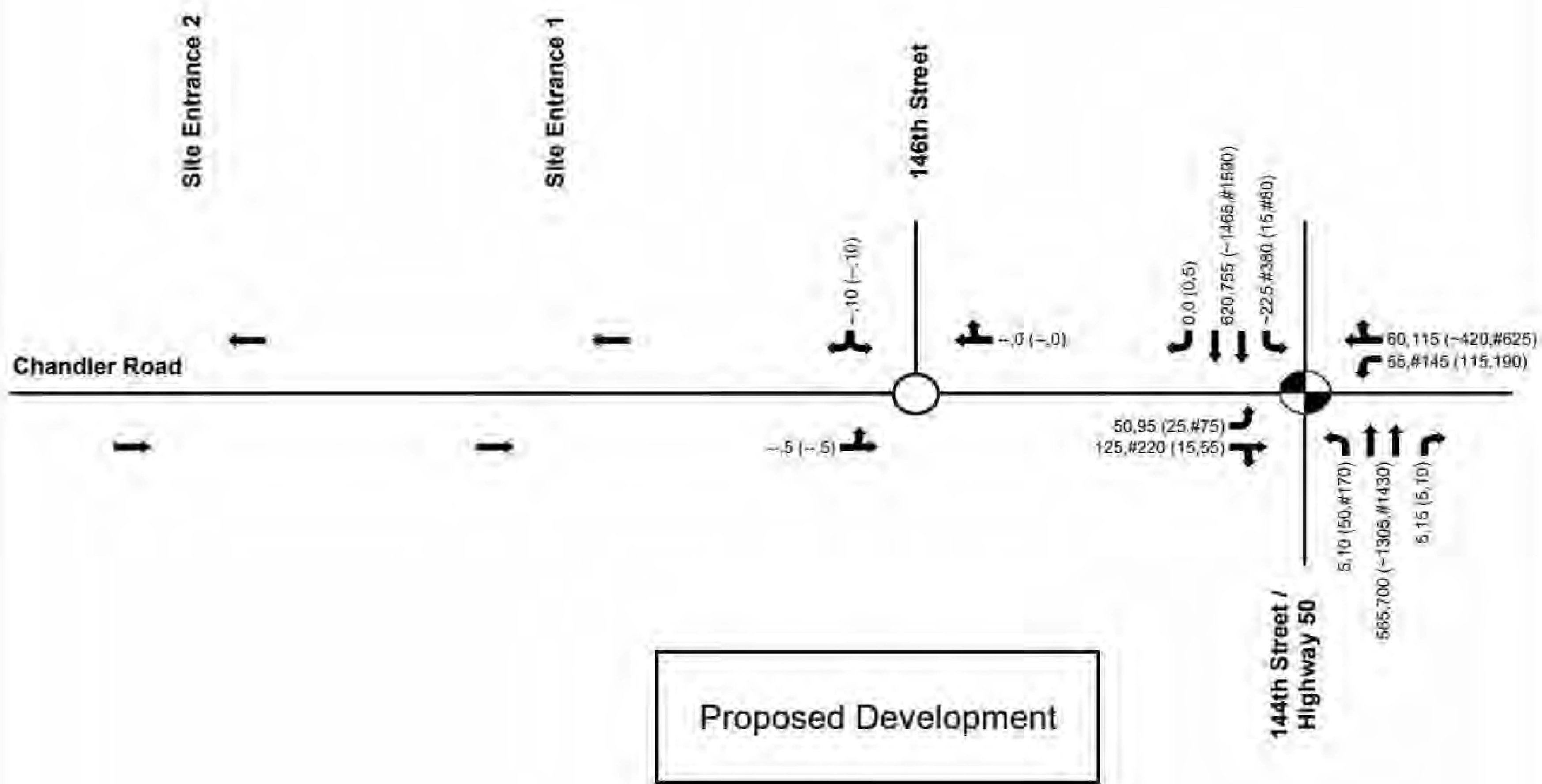
LEGEND		
	Unsignalized Intersection	5,30 (60,165)
	Signalized Intersection	
	Future Intersection Leg	
	Through Traffic Movement	
	Turning Traffic Movement (Right or Left Movement)	

FIGURE 29
2025 BACKGROUND PEAK HOUR
QUEUE LENGTHS



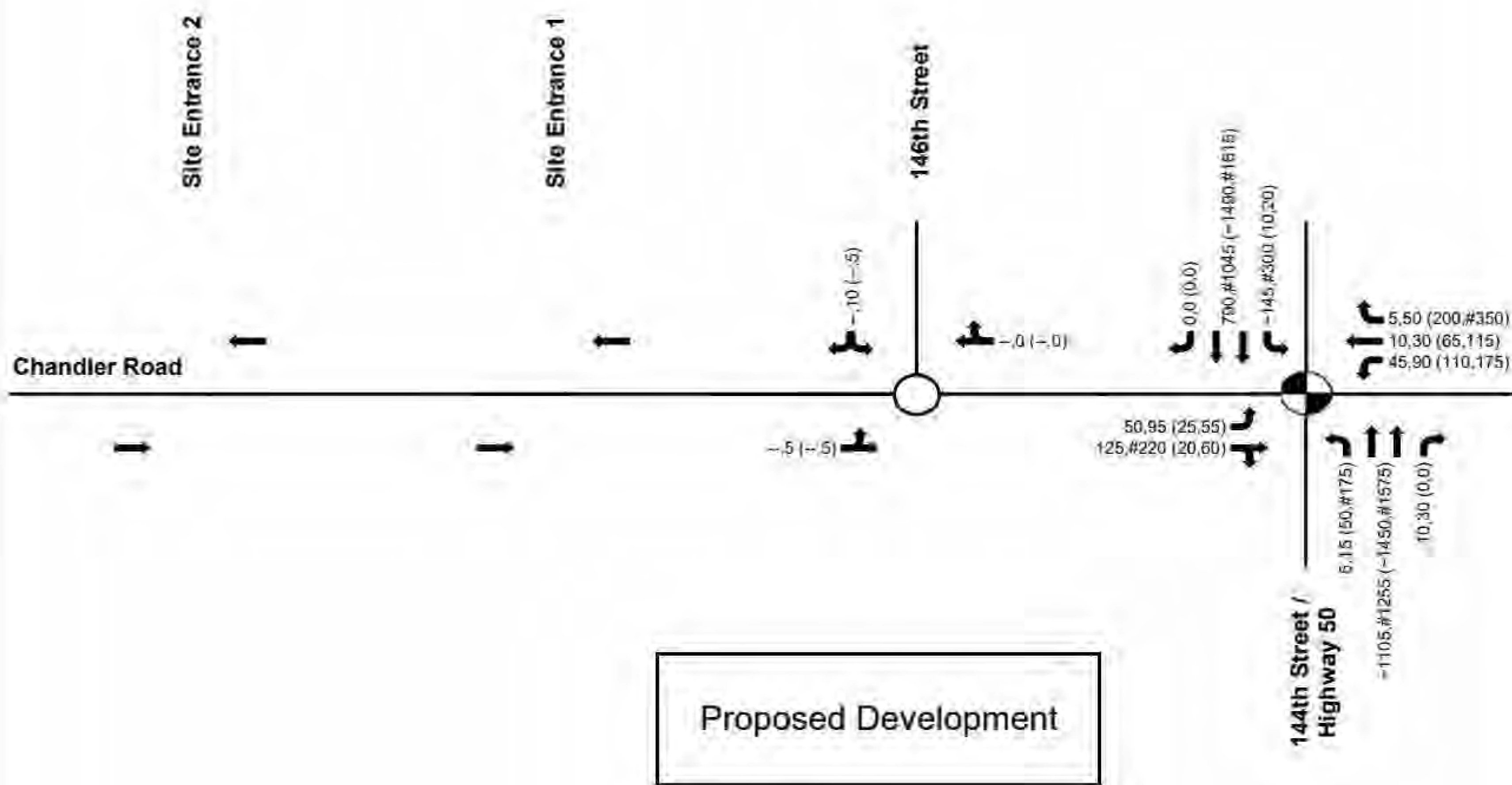
LEGEND		
	Unsignalized Intersection	5,30 (60, 165)
	Signalized Intersection	
	Future Intersection Leg	
	Through Traffic Movement	
	Turning Traffic Movement (Right or Left Movement)	

FIGURE 30
2030 BACKGROUND PEAK HOUR
QUEUE LENGTHS



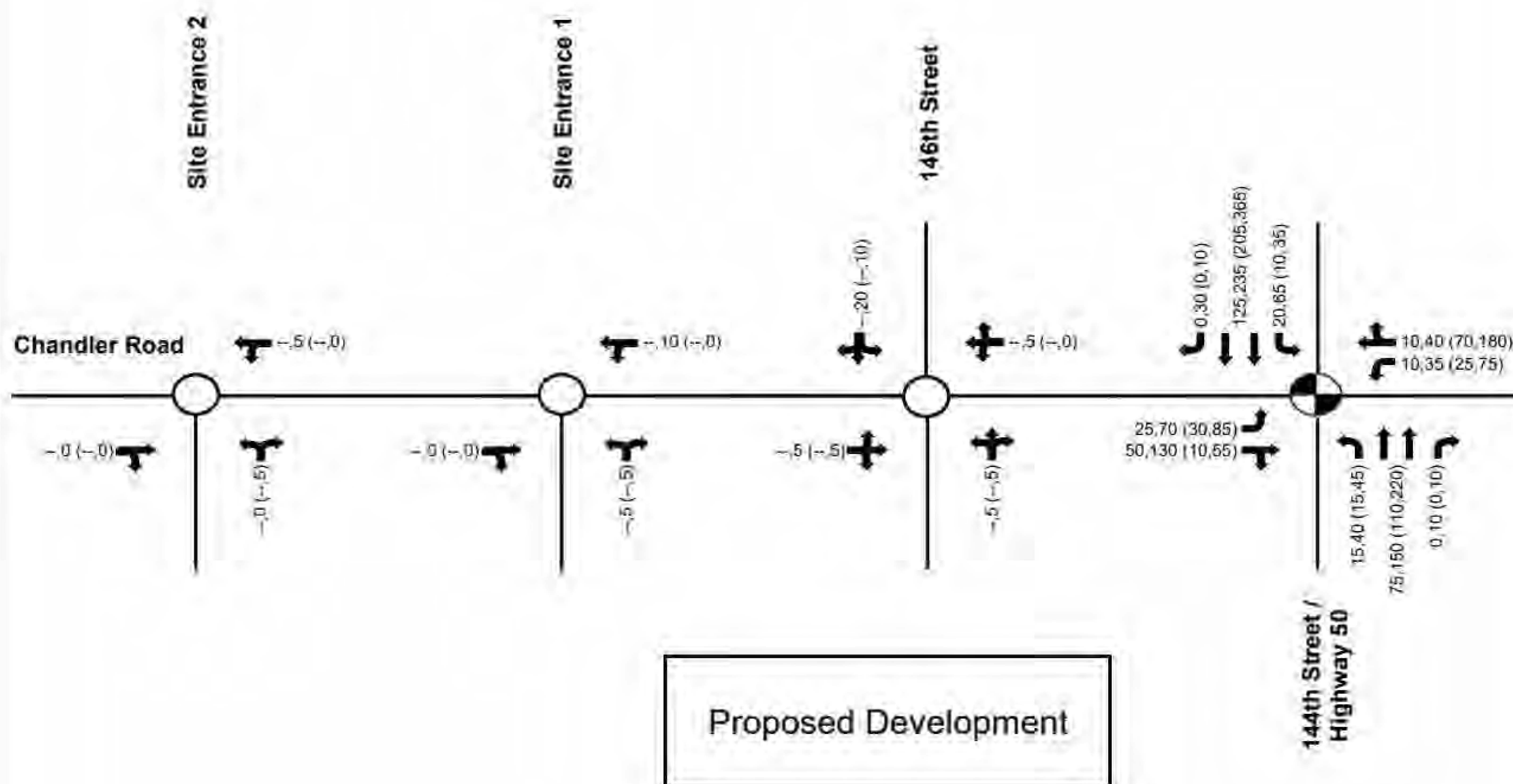
LEGEND			
	Unsignalized Intersection	5, 30 (60, 165)	Queue Length AM 50th, 95th (PM 50th, 95th), feet #: 95th percentile volume exceeds capacity, queue may be longer ~: Queue shown is maximum after two cycles
	Signalized Intersection		Through Traffic Movement
	Future Intersection Leg		Turning Traffic Movement (Right or Left Movement)

FIGURE 31
2050 BACKGROUND PEAK HOUR
QUEUE LENGTHS



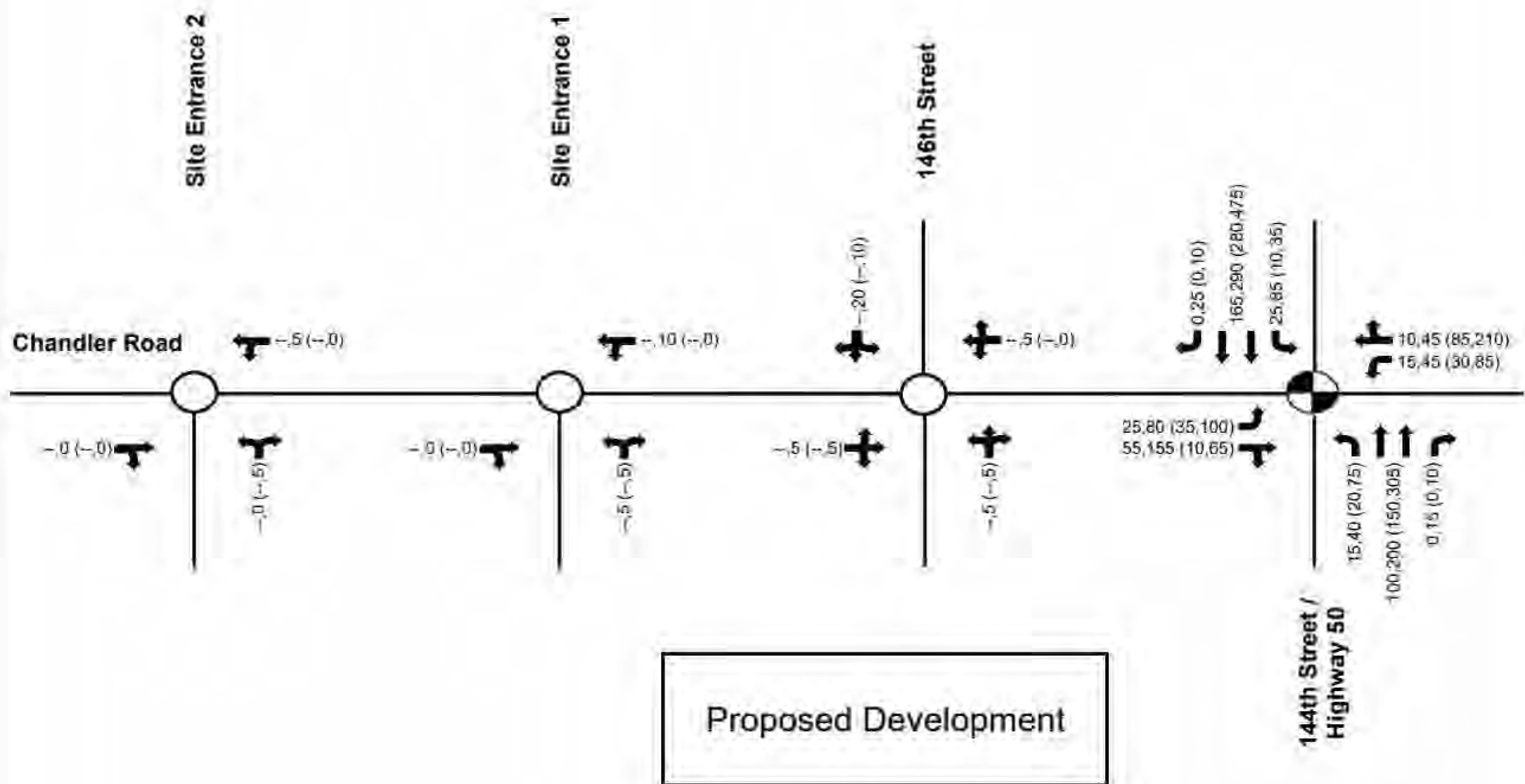
LEGEND		
	Unsignalized Intersection	5.30 (60, 165)
	Signalized Intersection	
	Future Intersection Leg	
	Through Traffic Movement	
	Turning Traffic Movement (Right or Left Movement)	

FIGURE 32
2050 BACKGROUND PEAK HOUR
QUEUE LENGTHS WITH IMPROVEMENTS



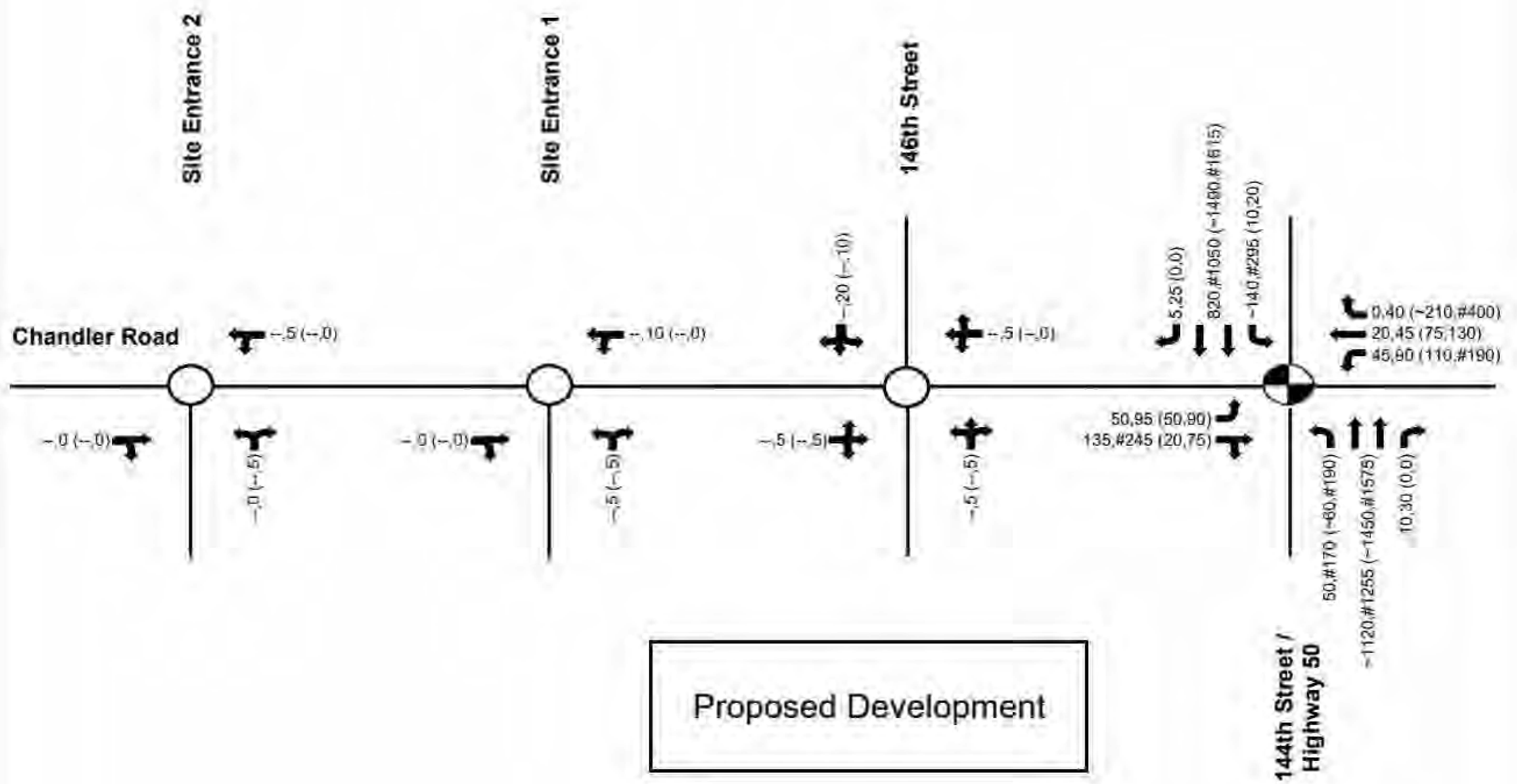
LEGEND			
	Unsignalized Intersection	5, 30 (60, 165)	Queue Length AM 50th, 95th (PM 50th, 95th), feet
	Signalized Intersection		#: 95th percentile volume exceeds capacity, queue may be longer
	Future Intersection Leg		~: Queue shown is maximum after two cycles
			Through Traffic Movement
			Turning Traffic Movement (Right or Left Movement)

FIGURE 33
2025 BUILD-OUT PEAK HOUR
QUEUE LENGTHS



LEGEND		
	Unsignalized Intersection	5, 30 (60, 165)
	Signalized Intersection	
	Future Intersection Leg	
	Through Traffic Movement	
	Turning Traffic Movement (Right or Left Movement)	

FIGURE 34
2030 BUILD-OUT PEAK HOUR
QUEUE LENGTHS



LEGEND		
	Unsignalized Intersection	5,30 (60, 165)
	Signalized Intersection	
	Future Intersection Leg	
	Through Traffic Movement	
	Turning Traffic Movement (Right or Left Movement)	

FIGURE 35
2050 BUILD-OUT PEAK HOUR
QUEUE LENGTHS

CHAPTER 6: CONCLUSIONS AND RECOMMENDATIONS

Following are the main conclusions and potential improvements:

- The site is anticipated to generate a total of 229 trips in the AM peak hour and 95 trips in the PM peak hour. In the AM peak hour, 202 vehicle trips will be entering the site and 27 trips exiting the site. For the PM peak hour, there will be 13 trips entering the site and 82 trips exiting the site.
- An annual growth rate of 3.5 percent was used along 144th Street. A 0.25 percent growth rate was used along Chandler Road adjacent to the site. The growth rates were determined based on MAPA projections.
- Synchro analysis shows that 144th Street/Highway 50 has the potential to be increased to three through lanes in the 2050 background scenario. In this same scenario, the existing traffic signal potentially needs to be improved to include a permissive/protected phase to the southbound, eastbound and westbound left turning movements. Finally, the westbound movement is anticipated to need to be improved to include a right turn lane at this same intersection. These improvements are all shown in the 2050 background scenario and do not include the Fenton Development traffic and are therefore, not due to the development.
- Traffic signal warrants were checked at the entrance intersections, no unsignalized intersections are anticipated to be above the threshold for a traffic signal in any scenario.
- None of the intersections along Chandler Road are anticipated to be above the threshold for a right or left turn lane.
- There appears to be one instance where the queue would be long enough to block an intersection. This is anticipated to occur at the intersection of 144th Street / Highway 50 and Chandler Road. The longest queue length occurs in the 2050 PM background scenario and the 2050 PM build-out scenario at the intersection of 144th Street / Highway 50 and Chandler Road. This 95th percentile length is estimated to be approximately 1,615 feet on the north leg of the intersection in both scenarios and is not affected by the site traffic.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
REPLAT AND SUBDIVISION AGREEMENT– AD INDUSTRIAL PARK	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSOCIATE CITY PLANNER

SYNOPSIS

Resolutions have been prepared for the consideration of an application by Fenton Construction for a Replat and Subdivision Agreement for Tax Lot 19 (Parcels #011592217 and #011040238) to be replatted as AD Industrial Park Lots 1-6. The purpose of the request is to allow for the construction of an industrial park with 6 speculative, multi-tenant, industrial buildings.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to approve of a Replat and Subdivision Agreement for Tax Lot 19 (Parcels #011592217 and #011040238) to be replatted as AD Industrial Park Lots 1-6.

The applicant is requesting to construct an industrial park containing 6 speculative, multi-tenant, industrial buildings on the subject property. The subdivision agreement for the development includes language detailing the required sewer tract connection and stormwater management fees, requirements for the developer pertaining to stormwater management and property maintenance, and other details regarding private commitments for the development.

A detailed staff report is attached. The Planning Commission held a meeting on April 4, 2024, and voted 9-0 to recommend approval of the Replat, subject to the approval of the Planned Unit Development, and approval and recording of the subdivision agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR THAT PT OF TAX LOT 19 LYING N OF RR ROW IN THE SE1/4 14-14-11 AND THAT PT TAX LOT 19 LYING SOUTH OF RR ROW IN THE S1/2 14-14-11 IN SARPY COUNTY NEBRASKA, TO BE REPLATTED AS LOTS 1 THROUGH 6 AD INDUSTRIAL PARK, A SUBDIVISION LOCATED IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owner of the above described property applied for approval of a replat for That Pt of Tax Lot 19 lying N of RR ROW in the SE1/4 14-14-11 and That Pt Tax Lot 19 lying S of RR ROW in the S1/2 14-14-11 to be replatted as Lots 1-6 AD Industrial Park; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on April 4, 2024, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for That Pt of Tax Lot 19 lying N of RR ROW in the SE1/4 14-14-11 and That Pt Tax Lot 19 lying S of RR ROW in the S1/2 14-14-11 to be replatted as Lots 1-6 AD Industrial Park, a subdivision located in the south half of Section 14, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, generally located southwest of the intersection of S. 144th Street and Chandler Road be, and hereby is, approved.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA
APPROVING A SUBDIVISION AGREEMENT FOR AD INDUSTRIAL PARK.

WHEREAS, the City Council did on May 7, 2024, approve of AD Industrial Park, a replat of That Pt of Tax Lot 19 lying N of RR ROW in the SE1/4 14-14-11 and That Pt Tax Lot 19 lying S of RR ROW in the S1/2 14-14-11, subject to certain conditions; and

WHEREAS, the Subdivider, Fenton Construction, LLC, as owner of the affected lots agreed to execute a Subdivision Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute the same on behalf of the City, subject to any specified conditions of Council and any revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



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

CASE NUMBERS: PPUD23-0005; PRP23-0005

FOR HEARING ON: MAY 7, 2024
REPORT PREPARED ON: MAY 1, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Fenton Construction, Inc.
Attn: Casey Fenton
PO Box 2669
Sioux City, IA 51106

B. PROPERTY OWNER:

Fenton Construction, Inc.
Attn: Casey Fenton
PO Box 2669
Sioux City, IA 51106

C. LOCATION: 14607 Chandler Road, La Vista, NE 68138, generally located southwest of the intersection of 144th Street and Chandler Road.

D. LEGAL DESCRIPTION: Tax Lot 19 in Section 14, Township 14 North, Range 11 East of the 6th PM, Sarpy County, Nebraska (Parcel #011592217 and #011040238)

E. REQUESTED ACTION(S):

1. Approval of a Planned Unit Development for AD Industrial Park to allow for the construction of speculative industrial multi-tenant buildings. There are 4 buildings proposed within the PUD area that combine to equal over 200,000 square feet, but the full development will include 6 buildings.
2. Approval of a replat application for Tax Lot 19 (Parcel #011592217 and #011040238) to be replatted as AD Industrial Park Lots 1-6.

F. EXISTING ZONING AND LAND USE: I-1 Light Industrial, Planned Unit Development (Overlay District), and a portion of the property contains the Gateway Corridor District (Overlay District). This property is currently vacant. The Future Land Use Map designates these properties as Business Park.

G. PURPOSE OF REQUEST: Applicant is seeking to construct light industrial buildings as part of the AD Industrial Park and has requested a Planned Unit Development to establish the

ingress/egress easements necessary to satisfy the lot frontage requirements of La Vista's Subdivision Regulations as three of the proposed buildings will be located south of the railroad tracks and will be accessible via approved railroad crossings through the northern lots on the site that front Chandler Road. In addition, the applicant seeks an allowance through the PUD to allow for the operation of a "Heavy Construction Contractors" use in addition to allowing for outdoor storage on the southern parcels adjacent to the railroad tracks (with the required screening).

H. SIZE OF SITE: The PUD area includes approximately 45.59 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	Light Industrial (Sarpy County); & Low-Medium Density Residential (Sarpy County)	IGM Industrial General Manufacturing (Sarpy County) & RS-72 Single-Family Residential (Sarpy County Zoning)	Chalco Industrial properties and the Echo Hills Neighborhood
East	Industrial	I-1 Light Industrial, I-2 Heavy Industrial, and portions with the Gateway Corridor District (Overlay District).	Chalco Valley Business Park
South	Business Park; Low-Medium Density Residential (Sarpy County); & Medium-High Density Residential (Sarpy County)	C-1 Shopping Center Commercial, Gateway Corridor District (Overlay District); RD-50 Two Family Residential (Sarpy County) and RG-15 General Residential District (Sarpy County)	Vacant Property & Chalco Pointe Neighborhood
West	Light Industrial (Sarpy County)	IGM Industrial General Manufacturing (Sarpy County)	Chalco Industrial Properties & Vacant Properties

B. RELEVANT CASE HISTORY:

- On November 21, 2023 the City Council of the City of La Vista voted to extend the City's extraterritorial zoning jurisdiction to include the entirety of Tax Lot 19. At the same meeting, Council voted to amend the City's Future Land Use Map of the Comprehensive Plan to designate the property as Business

Park, in addition to amending the Official Zoning Map to zone the property I-1 Light Industrial, with a portion of the property fronting S. 144th Street with the Gateway Corridor Overlay District designation.

C. APPLICABLE REGULATIONS:

1. Section 5.13 of the City of La Vista Zoning Ordinance – I-1 Light Industrial
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)
4. Section 7.16 of the City of La Vista Zoning Ordinance – Performance Standards for Industrial Uses
5. Section 3.07 of the La Vista Subdivision Regulation – Replat Procedures

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the La Vista Comprehensive Plan designates this property for Business Park development. The La Vista Land Use Plan lists the I-1 Light Industrial Zoning District as a potential/compatible zone for the Business Park designation. Subsequently, light industrial development in this location is compatible with the Future Land Use Map and the La Vista Comprehensive Plan.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. The development will have driveway access to Chandler Road. The western-most proposed building (to be located south of the railroad tracks) will have access over a railroad crossing to Kearney Ave that connects with Chandler Road. Another driveway to Chandler Road will connect the other three proposed buildings within the PUD area, two of which will be accessed through an additional railroad crossing to the two buildings to be located south of the tracks.
2. A Traffic Impact Analysis (TIA) was prepared by Lamp Rynearson and provided to the City for review. The TIA suggested that no public improvements will be required to address/accommodate the additional traffic that will be generated by the proposed development. The TIA was also reviewed by Sarpy County (as Chandler Road is under their authority), and the Nebraska Department of Transportation (as Highway 50/S. 144th Street is under their authority). Both organizations provided comments to the applicant which were

addressed in a revised report, and both organizations have expressed that the report is acceptable, along with the City Engineer. The TIA (without appendices) is attached to this report.

3. A permanent ingress/egress easement will be recorded along with the Final Plat to ensure proper access to the buildings south of the railroad tracks that do not directly abut Chandler Road. The draft easement language has been provided to and reviewed by the City.
4. BNSF Railway has given their approval for the two proposed railroad crossings and has executed agreements with the property owner/applicant that allow for their construction and use.

D. UTILITIES:

1. The property has access to all necessary utilities.

E. PARKING REQUIREMENTS:

1. The amount of off-street parking stalls proposed for each of the lots included within AD Industrial Park exceeds the amount required by Section 7.06 of the La Vista Zoning Ordinance. The minimum off-street parking stall requirements and the number of proposed parking stalls for each lot in the development are as follows:

<u>Lot #</u>	<u>Building Size (Square Feet)</u>	<u>Requirement</u>	<u>Required Stalls</u>	<u>Provided Stalls</u>
Lot 3	50,000	Industrial uses: 1 stall per 3,000 square feet	17	79
Lot 4	50,000		17	36
Lot 5	60,000		20	38
Lot 6	41,520		14	26
Total	201,520		68	179

IV. REVIEW COMMENTS:

1. Per Section 5.15.02.04 of the La Vista Zoning Ordinance, land uses not permitted in the underlying zoning district may be allowed by City Council through a Planned Unit Development Overlay District. The development proposal related to this application includes facilities for Heavy Construction Contractors with outdoor storage on proposed lots 4-6 (the parcels south of the railroad tracks). These uses not currently permitted in the underlying I-1 Light Industrial Zoning District, but that would be permitted through the PUD ordinance if approved by City Council. Due to the secluded nature of the parcels south of the tracks that are situated between the railroad to the north and the South Papillion Creek to the south, in addition to the screening that will be required for any

and all outdoor storage of materials through the use of fencing, landscaping, or other means as determined by the Community Development Director, staff support this allowance.

2. Outdoor storage will not be permitted on the properties fronting Chandler Road.
3. A subdivision agreement for the development has been drafted and will be reviewed by City Council along with the Final Plat. It addresses items including but not limited to: public and private improvements, maintenance of common areas, stormwater management, sewer connection fees, easements and covenants, and more.
4. Proposed lot 1 which is on the southwest corner of S. 144th Street and Chandler Road is outside of the PUD area and not included in the PUD application, but is included in the Gateway Corridor District (Overlay Zoning District) so the building, site, and landscaping design for the building on Lot 1 will need to be approved through the City's design review process and adhere to the Gateway Corridor Design Guidelines.
5. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.

V. STAFF RECOMMENDATION – PLANNED UNIT DEVELOPMENT:

Staff recommends approval of the Planned Unit Development for AD Industrial Park, contingent upon the approval of the Replat and Subdivision Agreement, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. STAFF RECOMMENDATION – REPLAT:

Staff recommends approval of the replat of Tax Lot 19, to be replatted as AD Industrial Park Lots 1-6, contingent upon approval of the Planned Unit Development and Subdivision Agreement, as the replat is consistent with La Vista's Subdivision Regulations.

VII. PLANNING COMMISSION RECOMMENDATION – PLANNED UNIT DEVELOPMENT:

The Planning Commission held a public hearing on April 4, 2024 and voted 9-0 to recommend approval of the Planned Unit Development for AD Industrial Park, contingent upon the approval of the Replat and Subdivision Agreement, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VIII. PLANNING COMMISSION RECOMMENDATION – REPLAT:

The Planning Commission held a meeting on April 4, 2024 and voted 9-0 to recommend approval of the replat of Tax Lot 19, to be replatted as AD Industrial Park Lots 1-6, contingent upon approval of the Planned Unit

Development and Subdivision Agreement, as the replat is consistent with La Vista's Subdivision Regulations.

IX. ATTACHMENTS TO REPORT:

- A. Vicinity Map
- B. Review and response letters
- C. PUD plan set
- D. Preliminary Plat
- E. Final Plat
- F. Traffic Impact Analysis

X. COPIES OF REPORT SENT TO:

- A. Casey Fenton, Fenton Construction
- B. Randy Kuszak, Lamp Ryneerson, Inc.
- C. Public Upon Request



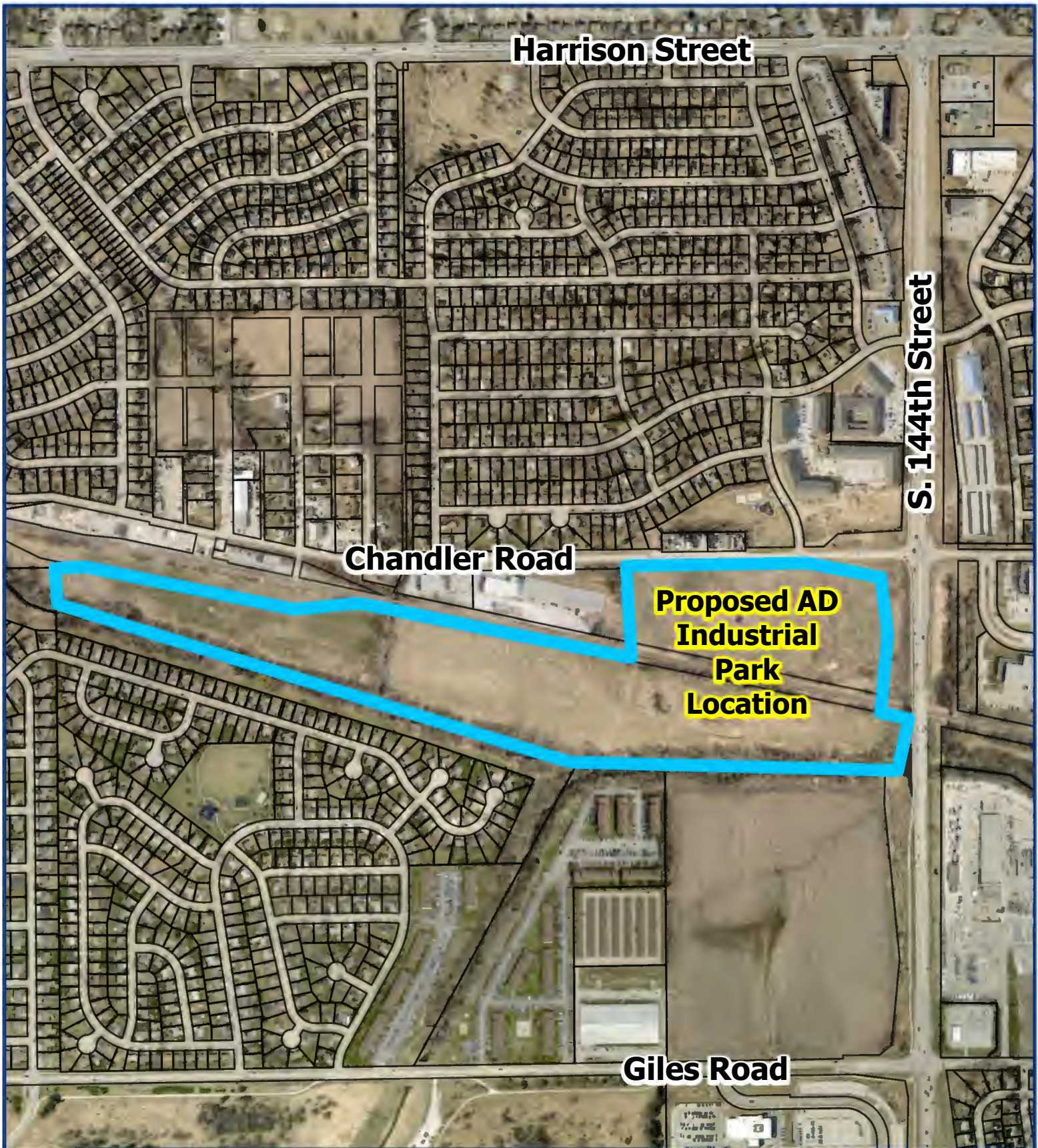
Prepared by: Associate City Planner



Community Development Director

4/30/24

Date



AD Industrial Park - Vicinity Map



Legend

-  Property Lines
-  Development Boundary





December 29, 2023

Lamp Rynearson, Inc.
Attn: Randy Kuszak
14710 West Dodge Road, STE 100
Omaha, NE 68154

RE: AD Industrial Park – Preliminary Plat & PUD Applications
Initial Review Letter

Mr. Kuszak,

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

Preliminary Plat Application

1. Regarding Section 3.03.11 of La Vista's Subdivision regulations, a qualified environmental specialist must delineate the locations of any wetlands on site, if applicable.
2. Regarding Section 3.03.19, the traffic impact analysis and access points along Chandler Road need to be reviewed and approved by Sarpy County Public Works as Sarpy County operates and maintains this portion of Chandler Road. Upon confirmed review by the County, the City may elect to have the analysis further reviewed by the City's third-party reviewer.

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

3. Regarding Section 3.03.19, the traffic impact analysis of the intersection of HWY 50 and Chandler Road needs to be reviewed by the Nebraska Department of Roads (NDOT) as the NDOT operates and maintains HWY 50. Upon confirmed review by the NDOT, the City may elect to have the analysis further reviewed by the City's third-party reviewer.
4. Regarding Section 3.03.20.1, please provide the depth of the sanitary sewer that transects the proposed lots 4, 5 and 6. Generally, Lots 5 and 6 fall outside of the City's current Wastewater Service Agreement with the City of Omaha, and therefore the City of Omaha will need to evaluate how the lots would be served, and if the current Wastewater Service Agreement would need to be amended. La Vista Public Works will contact Omaha Public Works to begin the evaluation.
5. Regarding Section 3.03.20.4, as the subdivision is a new platting, the Post Construction Storm Water Management Plan (PCSMP) should meet the no-net increase requirements for the 2, 10, and 100-year storm events.
6. Regarding Section 3.03.20.4, please confirm the catchment area delineation and impact point calculation locations are consistent with the current City of Omaha Stormwater Design Manual.
7. Regarding Section 3.03.20.4, please provide a draft Maintenance Agreement and Easement for review.
8. Draft language and exhibits for the public access and utility easement noted on the preliminary plat that is to be recorded via separate instrument will be required as part of the review process for the Final Plat.

Planned Unit Development Application

9. Regarding Section 5.15.04.04, please provide details on the two proposed private railroad crossings/access driveways, to ensure that they will adequately support the anticipated traffic generated by this development in a safe manner (crossing dimensions, associated improvements, any potential barricading, signage, lights, etc.)

10. Regarding Section 5.15.05.02.2, please provide the height of all proposed structures.
11. Regarding Section 5.15.05.04, please show the point of connection and other pertinent design information for the sanitary sewer. Generally, Lots 5 and 6 fall outside of the City's current Wastewater Service Agreement with the City of Omaha, and therefore the City of Omaha will need to evaluate how the lots would be served, and if the current Wastewater Service Agreement would need to be amended. La Vista Public Works will contact Omaha Public Works to begin the evaluation.
12. Regarding Zoning Ordinance Section 5.15.04.13, provisions for the proper maintenance and ownership of common spaces (including shared access drives) shall be included in the submittal.
13. Regarding Zoning Ordinance Section 5.15.05.09, please submit copies of any restrictive covenants that are to be recorded with respect to the properties included in the planned development district.
14. Do you anticipate the construction of ground monument signs for each of the lots fronting Chandler Road? If so, please identify the potential locations for those signs and include setback distances.
15. Any outdoor storage of materials permitted through the Planned Unit Development Ordinance on proposed Lots 4, 5, and 6 shall be screened from view. Screening will be required in the form of fencing, landscaping, or other means as determined by the Community Development Director.

General Development Comments

16. The building design for the proposed building on Lot 1 AD Industrial Park must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit submittal. The full design review process will be conducted outside of the PUD and replat approval processes, with the exception of the review of the preliminary landscaping plan. The City's third-party Design Review Architect is currently reviewing the landscaping plan, and comments may be forthcoming.

17. Please add parking lot light pole locations to the landscaping plan of the PUD plan set in order to ensure there are no conflicts with the planting plan as presented.

Please resubmit 2 paper copies of the Preliminary Plats, PUD site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter.

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,

A handwritten signature in blue ink that reads "Cale Brodersen". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Cale Brodersen, AICP
Associate City Planner
City of La Vista
cbrodersen@cityoflavista.org
(402) 593-6400

cc:

Casey Fenton, Fenton Construction
Bruce Fountain, Community Development Director – City of La Vista
Chris Solberg, Deputy Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista
Garrett Delgado, Engineer Assistant – City of La Vista

VIA Email

January 10, 2024

**LAMP
RYNEARSON**

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

Cale Brodersen, AICP
Associate City Planner
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

REFERENCE: AD Industrial Park
Review Comments – Preliminary Plat & PUD Applications
Job No. 0123094.01-003

Dear Mr. Brodersen:

Submitted herewith are our responses to comments received from City of La Vista Planning Department, letter dated December 29, 2023, and from Schemmer, letter dated January 5, 2024, for the submittal of the Preliminary Plat and PUD Applications for the AD Industrial Park project, located near Highway 50 and Chandler Road.

City of La Vista Planning Department Comments
Preliminary Plat Application

1. Regarding Section 3.03.11 of La Vista's Subdivision regulations, a qualified environmental specialist must delineate the locations of any wetlands on site, if applicable.

Response: Agreed, a wetland delineation report identifying jurisdictional wetlands has been included in the resubmittal documents.

2. Regarding Section 3.03.19, the traffic impact analysis and access points along Chandler Road need to be reviewed and approved by Sarpy County Public Works as Sarpy County operates and maintains this portion of Chandler Road. Upon confirmed review by the County, the City may elect to have the analysis further reviewed by the City's third-party reviewer.

Response: Agreed.

3. Regarding Section 3.03.19, the traffic impact analysis of the intersection of HWY 50 and Chandler Road needs to be reviewed by the Nebraska Department of Roads (NDOT) as the NDOT operates and maintains HWY 50. Upon confirmed review by the NDOT, the City may elect to have the analysis further reviewed by the City's third-party reviewer.

Response: Agreed.

4. Regarding Section 3.03.20.1, please provide the depth of the sanitary sewer that transects the proposed lots 4, 5, and 6. Generally, Lots 5 and 6 fall outside of the City's current Wastewater Service Agreement with the City of Omaha, and therefore the City of Omaha will need to evaluate how the lots would be served, and if the current Wastewater Service Agreement would need to be amended. La Vista Public Works will contact Omaha Public Works to begin the evaluation.

Response: Depths of the sanitary sewer transecting Lots 4, 5 and 6 was unable to be determined during field investigation due to ceased manholes. Information on the interceptor sewer is in the process of being requested from the City of Omaha and upon receipt of the record drawings, they will be forward to the Public Works department. A manhole feeding into the interceptor sewer was able to be surveyed, indicating a depth of approximately 8.5'. As all proposed buildings will be slab on grade, raised to a minimum of 1' above the base flood elevation, we anticipate no issues with providing gravity service to each of the buildings. It is anticipated that each building service will tap an existing interceptor sewer manhole, and that as necessary, a manhole drop connection compliant with the City of Omaha Standard Plate 703-03 will be utilized to meet the grade of the sewer.

5. Regarding Section 3.03.20.4, as the subdivision is a new platting, the Post Construction Storm Water Management Plan (PCSMP) should meet the no-net increase requirements for the 2, 10, and 100-year storm events.

Response: PCSMP updated to require 2, 10 and 100-year storm events. CFS requirements calculated and shown in associated table on PCSMP exhibits and drainage study have been revised and included in the resubmittal package.

6. Regarding Section 3.03.20.4, please confirm the catchment area delineation and impact point calculation locations are consistent with the current City of Omaha Stormwater Design Manual.

Response: Confirmed. Area delineation and impact point calculation locations are consistent with current ORSDM.

7. Regarding Section 3.03.20.4, please provide a draft Maintenance Agreement and Easement for review.

Response: A draft Maintenance Agreement and Easement has been provided. As proposed, each individual lot owner will be required to submit PCSMP measures through the city process at the time of building permit, and will be responsible for providing an acceptable maintenance agreement and easement to the city. The PCSMP shown on the submittal establishes the baseline allowable peak flow and water quality conditions for each lot.

8. Draft language and exhibits for the public access and utility easement noted on the preliminary plat that is to be recorded via separate instrument will be required as part of the review process for the Final Plat.

Response: Draft exhibits and language for all proposed easements shown on the plat have been included as part of the resubmittal package.

Planned Unit Development Application

9. Regarding Section 5.15.04.04, please provide details on the two proposed private railroad crossings/access driveways, to ensure that they will adequately support the anticipated traffic generated by this development in a safe manner (crossing dimensions, associated improvements, any potential barricading, signage, lights, etc.).

Response: Cross sections showing details of the concrete crossings to be constructed are included as part of

the resubmittal. Each crossing will be 40' wide as permitted with the Railroad. Each crossing approach will have Railroad Crossing signs in accordance with MUTCD, and will utilize a flashing indicator sign, without a crossing bar. All proposed railroad crossing equipment and improvements will be approved as required by BNSF railroad.

10. Regarding Section 5.15.05.02.2, please provide the height of all proposed structures.

Response: All structures are anticipated to have a height of 40'. The table on the PUD site plan has been updated.

11. Regarding Section 5.15.05.04, please show the point of connection and other pertinent design information for the sanitary sewer. Generally, Lots 5 and 6 fall outside of the City's current Wastewater Service Agreement with the City of Omaha, and therefore the City of Omaha will need to evaluate how the lots would be served, and if the current Wastewater Service Agreement would need to be amended. La Vista Public Works will contact Omaha Public Works to begin the evaluation.

Response: Sanitary connections are shown on original PUD utility plan. Lots 4-6 are connected at existing manholes on City of Omaha Interceptor south of the properties. Lot 3 will connect to proposed public sanitary line that passes through Lot 1 and 2. Service agreement will need to be amended. Connections will be made at a minimum depth above floodplain elevation. We are in the process of requesting invert information from the City of Omaha.

12. Regarding Zoning Ordinance Section 5.15.04.13, provisions for the proper maintenance and ownership of common spaces (including shared access drives) shall be included in the submittal.

Response: Common space (shared access drives) are identified by easements for this development. The land will be owned by the underlying property owner, the rights to the easement will be held by all property owners with rights to each easement. Maintenance will be the obligation of the underlying property owner. Provisions for ownership and maintenance are indicated on the draft easement documents which have been included as a part of the resubmittal.

13. Regarding Zoning Ordinance Section 5.15.05.09, please submit copies of any restrictive covenants that are to be recorded with respect to the properties included in the planned development district.

Response: Draft Covenants have been included as part of the resubmittal package.

14. Do you anticipate the construction of ground monument signs for each of the lots fronting Chandler Road? If so, please identify the potential locations for those signs and include setback distances.

Response: Ground monument signs for each of the lots fronting Chandler Road are not anticipated.

15. Any outdoor storage of materials permitted through the Planned Unit Development Ordinance on proposed Lots 4, 5 and 6 shall be screened from view. Screening will be required in the form of fencing, landscaping, or other means as determined by the Community Development Director.

Response: Agreed.

General Development Comments

16. The building design for the proposed building on Lot 1 AD Industrial Park must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit submittal. The full design review process will be conducted outside of the PUD and replat approval processes, with the exception of the review of the preliminary landscaping plan. The City's third-party Design Review Architect is currently reviewing the landscaping plan, and comments may be forthcoming.

Response: Agreed. We have received comments related to the preliminary landscaping plan. As this area is outside the PUD and replat approval process, the comments will be address as part of a future design review process for that site plan prior to building permit submittal. For clarity, landscaping shown on the PUD landscaping plan for all lots outside the PUD limits have been removed.

17. Please add parking lot light pole locations to the landscaping plan of the PUD plan set in order to ensure there are no conflicts with the plating plan as presented.

Response: Parking lot light pole locations have been added to the landscaping plan. A mix of Pole mount lighting and building mount downlighting will be utilized for all buildings.

Schemmer Comments

Landscaping

1. Per 4.III.D.2, a minimum of one species of coniferous tree is required, none are included in the plant schedule.

Response: A species of coniferous tree has been added to the plant schedule.

2. Per 4.III.F, Landscape plan shall be designed to provide natural undulating landscape forms and avoid straight line plantings. All proposed plantings are arranged as straight line plantings.

Response: The landscape plan for Lot 1 will be modified to provide natural undulating landscape forms and avoid straight line plantings when submitted for design review at the time of end user lot development. The area of plantings in Lot 3 along Chandler Road are outside the limits of the Corridor Overlay District. For clarity, all plantings outside the limits of the PUD area have been removed from the Landscape plan.

3. Compliant screening shrubs are included in the planting list, but not included on the submitted plan. For clarity, all plantings outside the limits of the PUD area have been removed from the Landscape plan.

Response: Screening shrubs are located along the north lot line of Lot 3 along Chandler Road and are denoted by a hatch.

4. Irrigation required per 4.III.G not indicated on plans.

Response: The requirement for irrigation has been added for Lot 4, which is the only lot within the Corridor Overlay District that falls within the PUD area. The requirement for irrigation will be added to future landscape plans for Lot 1 when they are submitted. For clarity, all plantings outside the limits of the PUD area have been removed from the Landscape plan.

5. Parking areas and traffic ways are not indicated as landscaped in accordance with 4.III.H.

Response: Additional landscape islands with trees have been added to the parking lots of Lot 4 per 4.III.H. All other parking lot areas within the PUD area are outside the Corridor Overlay District. For clarity, all plantings outside the limits of the PUD area have been removed from the Landscape plan.

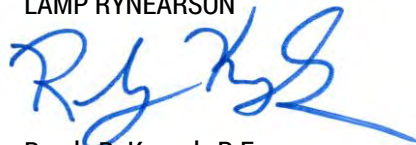
Documents included in this resubmittal are as follows (2 copies each):

1. Waters of the US Delineation Report
2. Preliminary Plat PCSMP Plan
3. PUD Site Plan
4. PUD Utility Plan
5. PUD Landscape Plan
6. PUD PCSMP Plan
7. Draft PCSMP Maintenance Agreement
8. Draft Easement Exhibits and Language
9. Draft Covenants
10. Preliminary Drainage Study

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

Sincerely,

LAMP RYNEARSON



Randy R. Kuszak, P.E.
Senior Project Manager



February 2, 2024

Lamp Rynearson, Inc.
Attn: Randy Kuszak
14710 West Dodge Road, STE 100
Omaha, NE 68154

RE: AD Industrial Park – Preliminary Plat and PUD Applications
2nd Review Letter

Mr. Kuszak,

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

Preliminary Plat Application

1. Lamp Rynearson Response #1 – Please include in the environmental documentation and/or PUD submittals confirmation that development on Lots 4, 5, and 6 meet or exceed the 3:1+50' major stream setback as defined in Exhibit B of the 2019 Papillion Creek Watershed Partnership Interlocal Agreement.

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

2. Lamp Rynearson Responses #2 and #3 – Please review and revise the traffic impact analyses as to incorporate the comments of Sarpy County and the Nebraska Department of Transportation (NDOT). It would appear comments in regard to the existing traffic signal configuration at the intersection of 144th Street and Chandler Road, and the future lane configuration (4 lanes vs. 6 lanes) of HWY 50/144th Street will likely modify the current and projected Level of Service. Upon further review, the City may still engage a review with the City's 3rd party reviewer. Copies of the responses from Sarpy County and NDOT have been attached to this letter for your review.
3. Lamp Rynearson Response #9 – In review of the provided Private Crossing Agreements for the two (2) private rail crossings, it would appear each crossing agreement is valid for 25 years. What are the provisions/assurances to ensure that the lots south of said crossings will be accessible into perpetuity?

Planned Unit Development Application

1. The boundaries of the PUD Site Plans within the submittal package are not contiguous. The boundaries of the PUD Site Plan set should match that of the PUD district boundary set within the Zoning Map Amendment approved by the City Council on November 21, 2023. Attached is an excerpt from the City Council packet that depicts the PUD district boundary as contiguous, crossing over the railroad along the eastern edge of Lot 3 in the submitted plan set.
2. Lamp Rynearson Response #9 - In review of the provided Private Crossing Agreements for the two (2) private rail crossings, it is not clear if the oncoming trains will sound horns in advance of the crossing. Does BNSF typically sound ahead of private crossings, or is that practice for public crossings?
3. Lamp Rynerson Response #11 – Please provide details on how the connection to public sanitary sewer is intended to be made. Be aware that pre- and post-connection inspection reports are to be submitted to the La Vista Public Works Department.
4. To reiterate earlier discussions, the allowance for outdoor storage on the lots that are proposed south of the railroad tracks will be completed through the

adopting PUD Ordinance. The ordinance will not allow for outdoor storage on the lots fronting Chandler Road on the north side of the railroad tracks.

Also please note that the aforementioned PUD Ordinance will provide requirements for screening of the outdoor storage areas. A copy of the draft ordinance will be prepared prior to Planning Commission review.

General Development Comments

5. Although no landscaping is required to be depicted on proposed Lots 1-2 of this development through the PUD Landscaping Plan. Landscaping will still be required as per Section 7.17 of the Zoning Ordinance on Lot 2 and as per Section 7.17 of the Zoning Ordinance at the Gateway Corridor District on Lot 1.

Please resubmit 2 paper copies of the Preliminary Plats, PUD site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter.

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 are able to submit the final plat at this time, staff could begin internal review and the preliminary and final Plats could be reviewed by the Planning Commission and City Council at the same time to reduce the overall approval schedule (as opposed to submitting the final plat after City Council approval of the preliminary plat). If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



Cale Brodersen, AICP
Associate City Planner
City of La Vista
cbrodersen@cityoflavista.org
(402) 593-6400

cc:

Casey Fenton, Fenton Construction

Bruce Fountain, Community Development Director – City of La Vista

Chris Solberg, Deputy Community Development Director – City of La Vista

Pat Dowse, City Engineer – City of La Vista

Garrett Delgado, Engineer Assistant – City of La Vista

VIA Email

February 15, 2024



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

Cale Brodersen, AICP
Associate City Planner
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

REFERENCE: AD Industrial Park
Review Comments – Preliminary Plat & PUD Applications (2nd Review)
Job No. 0123094.01-003

Dear Mr. Brodersen:

Submitted herewith are our responses to comments received from City of La Vista Planning Department, letter dated February 2, 2024, for the submittal of the Preliminary Plat and PUD Applications for the AD Industrial Park project, located near Highway 50 and Chandler Road.

City of La Vista Planning Department Comments
Preliminary Plat Application

1. Please include in the environmental documentation and/or PUD submittals confirmation that development on Lots 4, 5 and 6 meet or exceed the 3:1 +50' major stream setback as defined in Exhibit B of the 2019 Papillion Creek Watershed Partnership Interlocal Agreement.

Response: Major setback lines for the 3:1 +50' have been added to the PUD Grading, Site, PCSMP and Utility Plans showing the 3:1 + 50' does not intersect proposed development inside Lots 4, 5, and 6. Additionally, the 3:1 + 50' line has been added to the Preliminary Plat Storm Sewer, Grading and Erosion Control Plan, Paving and Sanitary Plan, and PCSMP Plan as well.

2. Please review and revise the traffic impact analyses as to incorporate the comments of Sarpy County and Nebraska Department of Transportation (NDOT). It would appear comments regarding the existing traffic signal configuration at the intersection of 144th Street and Chandler Road, and the future lane configuration (4 lanes vs. 6 lanes) of HWY 50/144th Street will likely modify the current and projected Level of Service. Upon further review, the City may still engage a review with the City's 3rd party reviewer. Copies of the responses from Sarpy County and NDOT have been attached to this letter for your review.

Response: An updated Traffic Impact Analysis has been included with the resubmittal addressing the comments provided by NDOT and JEO. Comment responses for the Traffic Study comments provided are included in the NDOT matrix format for ease of resubmittal to NDOT. A copy of the filled-out comment matrix is included with the resubmittal documents.

3. In review of the provided Private Crossing Agreements for the two (2) private rail crossings, it would appear such crossing agreement is valid for 25 years. What are the provisions/assurances to ensure that the lots south of said crossings will be accessible into perpetuity?

Response: The crossing agreement is for the upgrade of the physical crossing, which is the concrete panels which are to be installed. The 25-year time period is consistent with the expected lifespan of the concrete crossing panels, and is the period the railroad will assume maintenance of the privately constructed panels. After the 25-year period, the railroad will no longer assume maintenance, and if replacement is needed due to their condition, the current owners of Lots 4, 5 and 6 will need to seek replacement and a new Private Crossing Agreement. The actual crossing right is already in existence as the railroad makes Lots 4, 5, and 6 landlocked and inaccessible without crossing the railroad ROW. The existing grant of access is being utilized. The railroad has reviewed and approved the improvements to the existing access indicates they agree with the existence of the permanent access points.

Planned Unit Development Application

4. The boundaries of the PUD Site Plans within the submittal package are not contiguous. The boundaries of the PUD Site Plan set should match that of the PUD district boundary set within the Zoning Map Amendment approved by the City Council on November 21, 2023. Attached is an excerpt from the City Council packet that depicts the PUD district boundary as contiguous, crossing over the railroad along the eastern edge of Lot 2 in the submitted plan set.

Response: PUD limit has been redrawn to be continuous located along the eastern edge of Lot 3 projected across the Railroad ROW. The owner does not desire to include Lot 2 in the PUD.

5. In review of the provided Private Crossing Agreements for the two (2) private rail crossings, it is not clear if the oncoming trains will sound horns in advance of the crossing. Does BNSF typically sound ahead of private crossings, or is that practice for public crossings?

Response: Federal Railroad Administration regulations require horn sounding occurs at all public at grade crossings. This crossing is currently a private crossing, so a sounding of the horns would not appear to be required by regulation. Ultimately the decision for the operation of trains through this corridor will be solely at the discretion of the railroad. The applicant does not intend to seek any non-standard horn sounding practices from the railroad for these crossings.

6. Please provide details on how the connection to public sanitary sewer is intended to be made. Be aware that pre- and post-connection inspection reports are to be submitted to the La Vista Public Works Department.

Response: It is anticipated each building service will tap into the existing interceptor sewer manholes for Lots 4, 5 and 6, and as necessary, include a manhole drop connection compliant with the City of Omaha Standard Plate 703-03. All connections shall be set to match crowns of the existing outflow pipe crown. For the connection to the existing City of La Vista sanitary sewer for Lots 1, 2 and 3 service, a connection will be made such that the tapping sewer enters the existing manhole above the shoulder of the manhole invert, approximately 0.5' above the outflow flowline. Existing manholes will be utilized as if the condition is deemed acceptable by the City and replaced with new structures should it be necessary. Pre and Post connection inspection reports will be submitted to the La Vista Public Works Department during design and after construction. All taps will be in accordance with City of Omaha Standard Plate 700-02.

7. To reiterate earlier discussions, the allowance for outdoor storage on the lots that are proposed south of the railroad tracks will be completed through the adopting PUD Ordinance. The ordinance will not allow for outdoor storage on the lots fronting Chandler Road on the north side of the railroad tracks.

Response: The applicant is in agreement with this statement.

8. Also please note the aforementioned PUD Ordinance will provide requirements for screening of the outdoor storage areas. A copy of the draft ordinance will be prepared prior to Planning Commission review.

Response: The applicant is in agreement with this statement.

General Development Comments

9. Although no landscaping is required to be depicted on proposed Lots 1-2 of this development through the PUD Landscaping Plan. Landscaping will still be required as per Section 7.17 of the Zoning Ordinance on Lot 2 and as per Section 7.17 of the Zoning Ordinance at the Gateway Corridor District on Lot 1.

Response: Agreed. Landscaping compliant with the applicable zoning ordinance and previously provided comments will be provided as part of building permit submittals for each lot as they are developed.

Documents included in this resubmittal are as follows (2 copies each):

1. Traffic Impact Analysis.
2. NDOT Comment Matrix.
3. Preliminary Plat PCSMP Plan.
4. Preliminary Plat Paving and Sanitary Sewer Plan.
5. Preliminary Plat Storm Sewer, Grading and Erosion Control Plan.
6. P.U.D. Site Plan.
7. P.U.D. Emergency Vehicle Access Exhibit.
8. P.U.D. Landscape Plan.
9. P.U.D. Post Construction Stormwater Management Plan.
10. P.U.D. Grading Plan.
11. P.U.D. Utility Plan.
12. Draft Subdivision Agreement.
13. Draft Subdivision Agreement Exhibits (8.5"x11"):
 - a. Surveyors Certificate.
 - b. Final Plat.
 - c. Post Construction Stormwater Management Plan.
 - d. Draft PCSMP Maintenance Agreement.
 - e. Draft Sewer Connection Agreement.

- f. Draft Easement Exhibits and Language.
- g. Draft Restrictive Covenants.

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

Sincerely,

LAMP RYNEARSON



Randy B. Kuszak, P.E.
Senior Project Manager

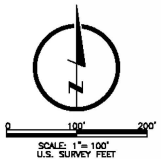
LOCATED IN:
NE 1/4, SE 1/4, SEC. 14, T14N, R11E
NW 1/4, SE 1/4, SEC. 14, T14N, R11E
NE 1/4, SW 1/4, SEC. 14, T14N, R11E
NW 1/4, SW 1/4, SEC. 14, T14N, R11E

NOTES

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- LOTS 1 AND 4 WILL HAVE NO DIRECT ACCESS TO 144TH STREET OR HIGHWAY 50.
- ALL EXISTING EASEMENTS ARE NOT BEING REDENIGATED AND ARE SHOWN FOR REFERENCE ONLY.
- ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
- NEW EASEMENTS SHOWN HEREIN MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.
- PROPOSED RAILROAD CROSSINGS WILL BE ACQUIRED THROUGH UNSEEN RAILROAD BY OTHERS.

AD INDUSTRIAL PARK

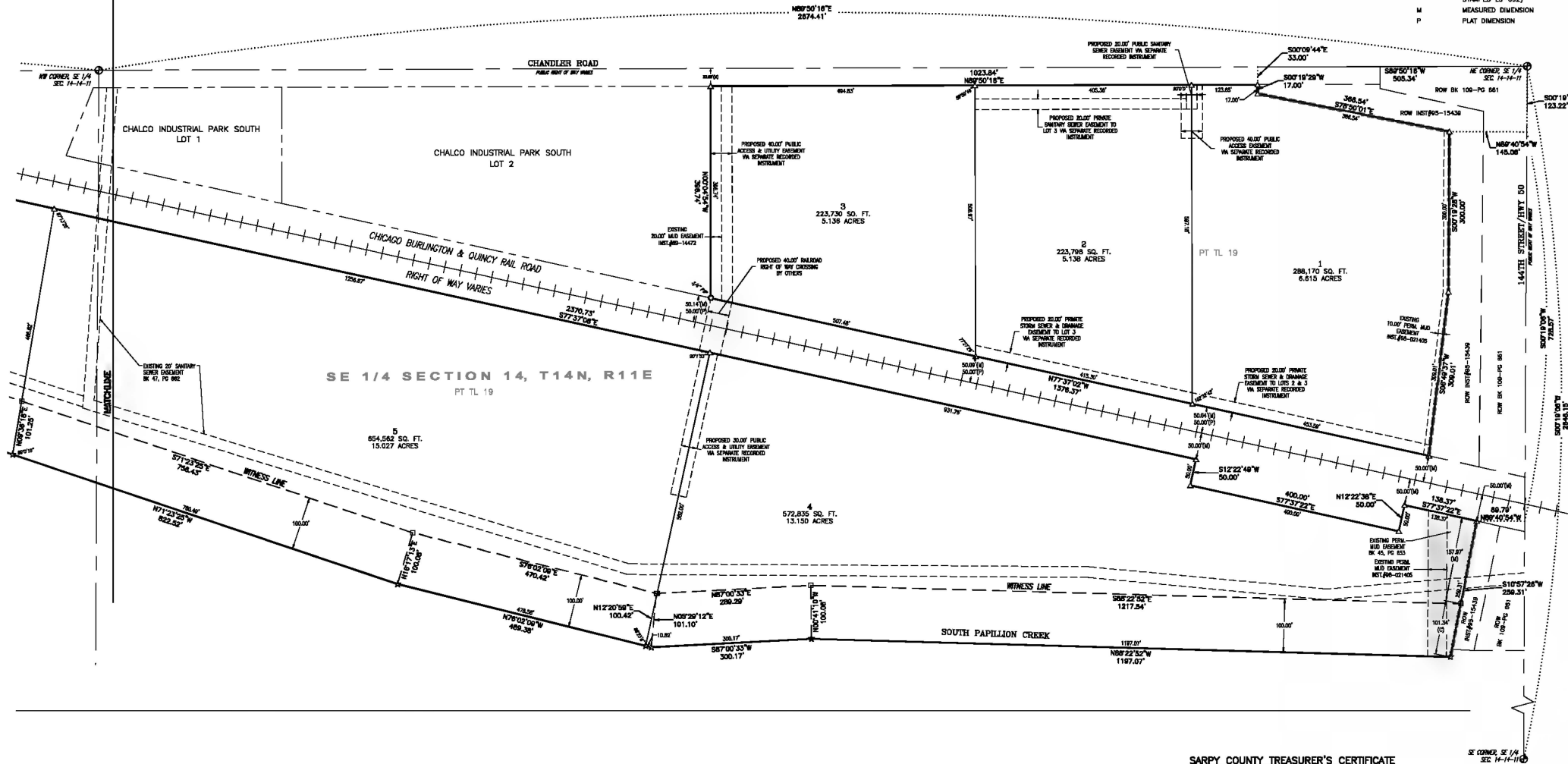
LOTS 1 THROUGH 6, INCLUSIVE, BEING A PLATTING OF PART OF TAX LOT 19 IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



LEGEND

- PROPERTY LINE
- LOT LINE
- SECTION LINE
- RIGHT OF WAY
- EASEMENT
- NO ACCESS LINE PER INST. #25-15439
- RAILROAD TRACKS
- MONUMENT FOUND
- SECTION CORNER
- COMPUTED CORNER
- WITNESS CORNER
- MONUMENT SET (5/8") REBAR W/ 1 1/4" YPC STAMPED LS-692
- MEASURED DIMENSION PLAT DIMENSION

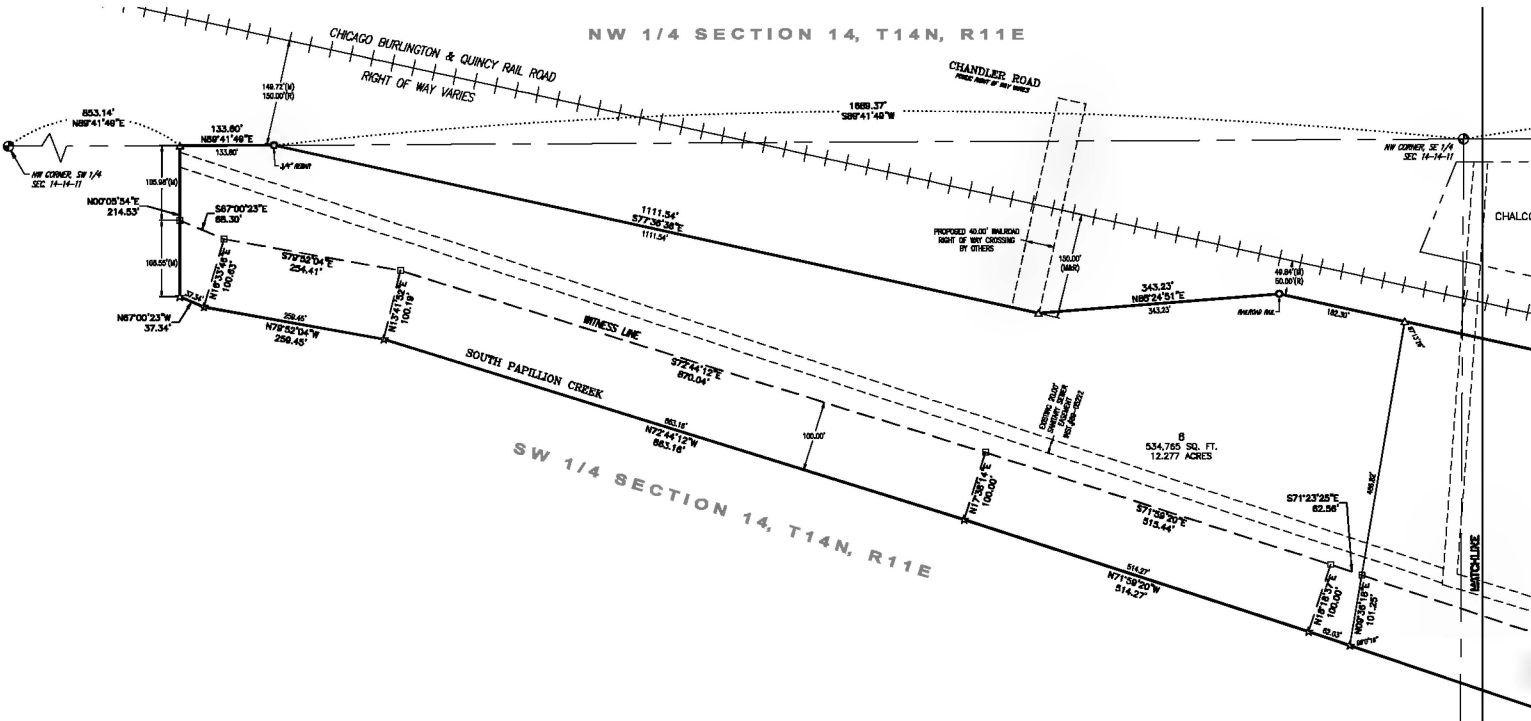
NE 1/4 SECTION 14, T14N, R11E



SE 1/4 SECTION 14, T14N, R11E

PT. TL 19

NW 1/4 SECTION 14, T14N, R11E



SW 1/4 SECTION 14, T14N, R11E

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

DAY OF _____, 20__

SARPY COUNTY TREASURER

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF AD INDUSTRIAL PARK, LOTS 1 THROUGH 6, INCLUSIVE, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

DAY OF _____, 20__

SARPY COUNTY SURVEYOR/ENGINEER

APPROVAL OF CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF AD INDUSTRIAL PARK, LOTS 1 THROUGH 6, INCLUSIVE, WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION THIS

DAY OF _____, 20__

CHAIRPERSON, LA VISTA PLANNING COMMISSION

APPROVAL OF CITY OF LA VISTA CITY COUNCIL

THIS PLAT OF AD INDUSTRIAL PARK, LOTS 1 THROUGH 6, INCLUSIVE, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA THIS

DAY OF _____, 20__

ATTEST CITY CLERK

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAND SURVEYOR'S REGULATION ACT THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THE SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT AND THAT THE MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS AD INDUSTRIAL PARK, LOTS 1 THROUGH 6, INCLUSIVE, BEING A PLATTING OF THAT PART OF TAX LOT 19 IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. THE ENTIRE PARCEL DESCRIBED AS FOLLOWS:

THAT PART OF TAX LOT 19, LYING NORTH OF THE RAILROAD RIGHT OF WAY IN THE SOUTHWEST QUARTER (SE1/4) OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, FORMERLY KNOWN AS TAX LOT 8, AND TAX LOT 9 IN THE SE1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, EXCEPT THE TRACT DESCRIBED AS FOLLOWS:

A PART OF TAX LOT 5 IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14 LYING EAST OF THE CENTERLINE OF A CREEK AND NORTH OF THE CHICAGO BURLINGTON & QUINCY RAILROAD RIGHT-OF-WAY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER, 33.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE N89°58'41"E (ASSUMED BEARING) ALONG A LINE 33.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1143.23 FEET TO A POINT; THENCE SOUTH 87°02' EAST A DISTANCE OF 386.24 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE C. B. & Q. RAILROAD; THENCE NORTH 77°29'17"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE C. B. & Q. RAILROAD A DISTANCE OF 1174.20 FEET TO THE POINT OF INTERSECTION OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE C. B. & Q. RAILROAD A DISTANCE OF 71.38 FEET TO THE INTERSECTION OF SAID CREEK; THENCE NORTH 24°38'48"E ALONG THE CENTERLINE OF SAID CREEK A DISTANCE OF 137.68 FEET TO A POINT; THENCE NORTH 89°53'41"E ALONG A LINE 33.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14, A DISTANCE OF 13.18 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING FROM SAID TAX LOTS 8 AND 109 THAT PART CONVEYED TO THE STATE OF NEBRASKA FOR HIGHWAY PURPOSES BY WARRANTY DEED DATED AUGUST 16, 1980 AND FILED AUGUST 31, 1980, IN BOOK 108 AND PAGE 861 OF DEED RECORDS, ALSO EXCEPTING THAT PORTION OF TAX LOT 19 IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA APPROPRIATED BY THE STATE OF NEBRASKA DEPARTMENT OF ROADS FOR STATE HIGHWAY PURPOSES BY RETURN OF APPRAISERS FILED SEPTEMBER 11, 1985, AS DOCUMENT NO. 95-15439.

TOGETHER WITH

THAT PART OF TAX LOT 19, LYING SOUTH OF THE RAILROAD RIGHT OF WAY IN THE SOUTH HALF (S1/2) OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, FORMERLY KNOWN AS TAX LOT 48 AND TAX LOT 108 IN THE SOUTH 1/2 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ALSO EXCEPTING FROM SAID TAX LOTS 8 AND 109 THAT PART CONVEYED TO THE STATE OF NEBRASKA FOR HIGHWAY PURPOSES BY WARRANTY DEED DATED AUGUST 16, 1980 AND FILED AUGUST 31, 1980, IN BOOK 108 AND PAGE 861 OF DEED RECORDS.

CONTAINS A TOTAL OF 57.342 ACRES AS FIELD MEASURED.

MATTHEW R. TINKHAM, LS-692

DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, FENTON CONSTRUCTION, INC., OWNER, AND MORTGAGEES, OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS AD INDUSTRIAL PARK, LOTS 1 THROUGH 6, INCLUSIVE; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANITOR, AND TO THE GRANITOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSIDERED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS, ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANITOR IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS
PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. SAID 16-FOOT-WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, FITTINGS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FENTON CONSTRUCTION, INC., OWNER

GASEY FENTON, PRESIDENT

MORTGAGEE

PRINTED NAME

SIGNATURE

PRINTED TITLE

ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA } SS

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF _____, 20__

BY CASEY FENTON, PRESIDENT OF FENTON CONSTRUCTION, INC., ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA } SS

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF _____, 20__

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

SIGNATURE OF NOTARY PUBLIC

LAMP RYNEARSON

LAMP RYNEARSON, INC.
OMAHA, NEBRASKA
1471 W. BOSSER RD., STE. 100, MO. 68130
616-888-8888
FORT COLLINS, COLORADO
410 W. WASHINGTON ST., STE. 100, CO. 80501
KANSAS CITY, MISSOURI
1001 E. 10TH ST., STE. 100, MO. 64108
816-481-1111

MATTHEW R. TINKHAM

LS-692

FINAL PLAT

AD INDUSTRIAL PARK, LOTS 1-6, INCLUSIVE
LA VISTA, SARPY COUNTY, NEBRASKA



REVISIONS

DATE

BY

DATE

PROJECT NUMBER

BOOK AND PAGE

SHEET

1 OF 1

SUBDIVISION AGREEMENT
(AD INDUSTRIAL PARK)

**(Replat of part of That Pt of Tax Lot 19 lying N of RR ROW in the SE1/4 14-14-11
and That Pt Tax Lot 19 lying S of RR ROW in the S1/2 14-14-11, which shall
henceforth be replatted as
Lots 1-6 AD Industrial Park, Inclusive)**

THIS AGREEMENT, made this _____ day of _____, 2024, among Fenton Construction Inc., an Iowa corporation, (hereinafter referred to as "Subdivider"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

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

WHEREAS, Subdivider will develop and construct buildings and other private improvements on the property in the Replatted Area in accordance with the Planned Unit Development Site Plan attached as Exhibit "C" and the Post Construction Stormwater Management Plan attached as Exhibit "D" and related exhibits ("Private Improvements"); and

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the Replatted Area to the sewer system of the City; and,

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

1. Replattings. Subject to the terms of this Agreement, That Pt of Tax Lot 19 lying N of RR ROW in the SE1/4 14-14-11 and That Pt Tax Lot 19 lying S of RR ROW in the S1/2 14-14-11 shall be replatted as Lots 1 through 6, inclusive, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Developer shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat to the Subdivider demonstrating easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.

3. Storm Water Management Plan: Subdivider, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit D." Plans and specifications for such storm water management improvements shall be prepared by Subdivider's engineer at Subdivider's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.
4. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit E" shall be entered into between Subdivider and City prior to starting construction of such improvements depicted in Exhibit "C", after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:
- (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider at its expense,
 - (B) include provisions to control when post-construction storm water features are to be constructed,
 - (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
 - (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
 - (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

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

5. Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property shown on "Exhibit A" (example shown below this paragraph) shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Community

Development Department before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.

Lot 1, AD Industrial Park	6.615 ± AC @ \$5,478/AC	\$36,236.97
Lot 2, AD Industrial Park	5.138± AC @ \$5,478/AC	\$28,145.96
Lot 3, AD Industrial Park	5.136 ± AC @ \$5,478/AC	\$28,135.01
Lot 4, AD Industrial Park	13.150 ± AC @ \$5,478/AC	\$72,035.70
Lot 5, AD Industrial Park	15.027 ± AC @ \$5,478/AC	\$82,317.91
Lot 6, AD Industrial Park	12.277 ± AC @ \$5,478/AC	\$67,253.41

Total \$314,124.96

The aforesated fee of \$5,478 per acre is the rate now in effect and is subject to increase. The rate in effect at time of building permit application will be the rate paid.

6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
7. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. Roads and driveways identified in Exhibit "C" for use of the public shall be constructed to City approved specifications and shall not be less than nine inches (9") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.
8. Staking Bond. Developer shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.
9. Tract Sewer Connection Fees. Developer agrees that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "F" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements. Arrangements and/or agreements must be made with the City of Omaha to ensure sewer service will be supplied to Lots 4-6 AD Industrial Park, prior to execution of the Sewer Connection Agreement and this Subdivision Agreement with the City of La Vista. Tract sanitary sewer connection fees shall be due and payable to the City (and to the City of Omaha, where applicable) in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, AD Industrial Park	6.615 ± AC @ \$7,777/AC	\$51,444.86
Lot 2, AD Industrial Park	5.138± AC @ \$7,777/AC	\$39,958.23
Lot 3, AD Industrial Park	5.136 ± AC @ \$7,777/AC	\$39,942.67
Lot 4, AD Industrial Park	13.150 ± AC @ \$7,777/AC	\$102,267.55
Lot 5, AD Industrial Park	15.027 ± AC @ \$7,777/AC	\$116,864.98
Lot 6, AD Industrial Park	12.277 ± AC @ \$7,777/AC	\$95,478.23

Total \$445,956.52

The aforesated fee of \$7,777 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid. Rates for the City of Omaha may differ for Lots 4-6 AD Industrial Park, if applicable.

10. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the Replatted Area, including but not limited to parking and internal street improvements, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed and maintained at private expense and the sole cost and expense of Subdivider and any successor or assign of Subdivider to ownership of any lot within the Replatted Area, and no part thereof shall be the responsibility of or at the expense of the City.
11. Easements. All proposed easements by the Subdivider, and easements required by the City, as set forth in Exhibit "G," for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City. Any proposed modification of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by the Subdivider immediately after said appeal is provided.
12. Special Assessments. The lots within the Replatted Area are subject to special assessments that have been levied. Prior to delivery of the plat to Developer, Developer shall have either (1) paid all installments and accrued interest on such special assessments in full, or (2) have paid the principal and all accrued interest to date on delinquent installments and shall have reapportioned the remaining principal and interest thereon to the lots as configured by the final plat. Such reapportionment shall be computed in a manner acceptable to the City Engineer. Such written reapportionment agreement and recording thereof with the County Treasurer's written acceptance thereof shall be provided to City by Subdivider at Subdivider's expense.

13. Ownership Representation. Casey Fenton, by signing below and the Final Plat of AD Industrial Park, does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the Replatted Area at date of execution of this Agreement and at date of recording the final plat.
14. Restrictive Covenants. Subdivider submitted proposed Declaration of Covenants, Conditions and Restrictions for AD Industrial Park, which are attached as Exhibit "H" ("Covenants"). As a condition of releasing the final plat to Subdivider for recording, the Covenants, with such modifications as the City Engineer determines necessary or advisable, shall be executed and recorded by Subdivider as Declarant and sole owner of property in the Replatted Area. The Covenants, in addition to provisions expressly set forth therein, shall be deemed to include covenants of required compliance with all federal, state, county and city ordinances and regulations applicable to the property within the Replatted Area, this Agreement and other applicable requirements ensuring maintenance of infrastructure improvements. If Subdivider fails to timely and fully perform any of the Covenants regarding maintenance of the Replatted Area, the City, at its option but without any duty, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider and applicable property.
15. Covenants Running With the Land. The final plat and this Agreement and the obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider, Developer and Association, and all of their respective successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any property within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider, Developer or Association. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the final plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the final plat or this Agreement for recording until City is satisfied that Subdivider and Developer have concluded (closed), or made arrangements satisfactory to the City to conclude (close), their respective transactions requiring the actual construction of Private Improvements within the Replatted Area. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within twelve (12) months after the date of this Subdivision Agreement, neither Subdivider nor Developer shall be entitled without the written consent of the City and any amendments of this Agreement or the Replat as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Section 15.

16. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
17. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.
18. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
19. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
20. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
21. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
22. Exhibit Summary. The Exhibits proposed by Lamp Ryneerson Inc., engineers for the Developer, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:
- | | |
|--------------|---|
| Exhibit "A": | Land survey certificate showing boundary area to be replatted inclusive of drawing and legal description. |
| Exhibit "B": | Final Plat of the area to be developed. |
| Exhibit "C": | Planned Unit Development Site Plan |
| Exhibit "D": | Post Construction Storm Water Management Plan |
| Exhibit "E": | Post-Construction Storm Water Management Plan Maintenance Agreement |
| Exhibit "F": | Sewer Connection Agreement |
| Exhibit "G": | Easements |
| Exhibit "H": | Declaration of Covenants, Conditions and Restrictions for AD Industrial Park |

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

Owner:

Fenton Construction, Inc.

By:

Its President: Casey Fenton

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2024, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Casey Fenton, personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Partnership and Company.

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

Notary Public

City of La Vista, Nebraska:

Douglas Kindig
Mayor

Attest:

Pamela Buethe, MMC
City Clerk

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA

)
) ss.

COUNTY OF SARPY

)

On this ____ day of _____, 2024, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pam Buethe, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public

EXHIBIT “A”

DRAFT

LAND SURVEYOR'S CERTIFICATE

SECTION CORNER TIES

NW CORNER SW 1/4 SECTION 14, T14N, R11E
 FOUND 2" BRASS CAP
 - NNW 79.08' TO A SET "X" IN THE SOUTH RIM OF A CURB INLET MH
 - NNE 87.15' TO A SET "X" IN THE SOUTH RIM OF A CURB INLET MH
 - EAST 46.65' TO THE TOP NUT OF A FIRE HYDRANT
 - SE 54.88' TO A SET "X" IN THE NW RIM OF A UTILITY MH
 - SW 85.61' TO A SET PUNCH MARK IN THE NE BOLT COVER OF A LIGHT POLE

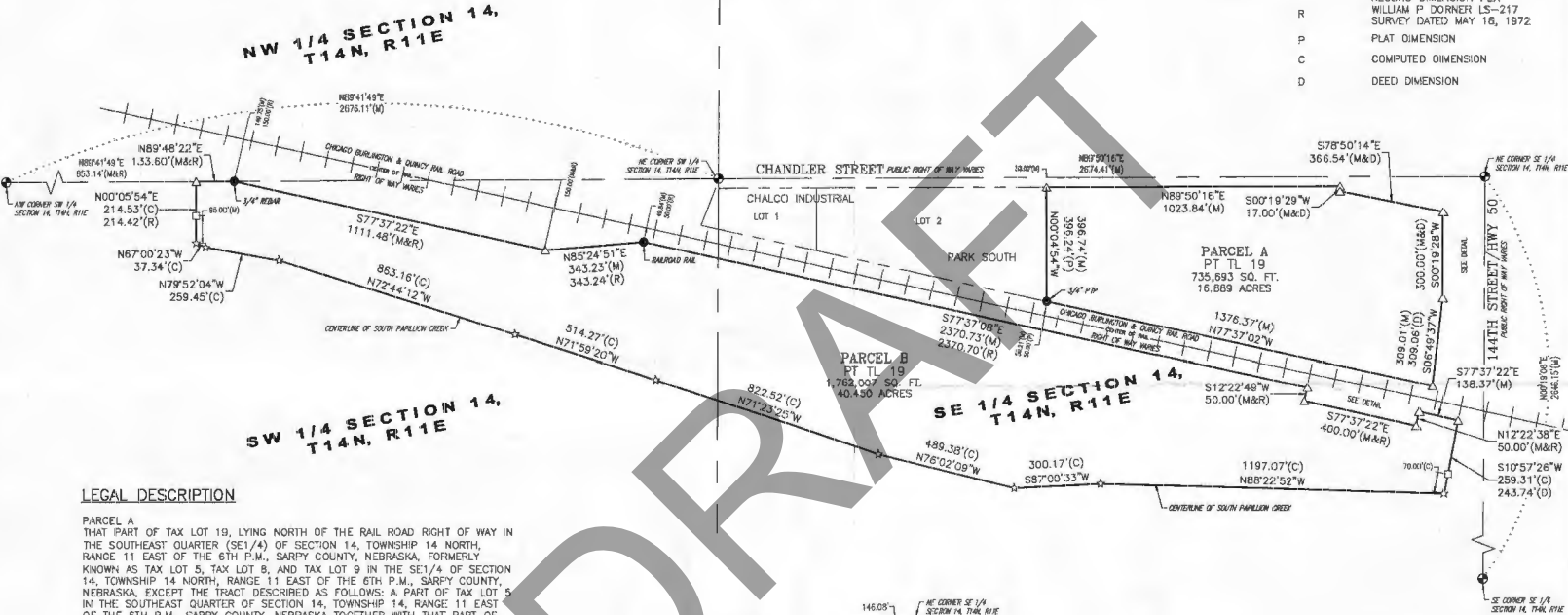
NE CORNER SW 1/4 SECTION 14, T14N, R11E
 FOUND 2" BRASS CAP STAMPED "SARPY"
 - NW 46.89' TO "X" NAILS IN A CORNER FENCE POST
 - NNW 42.05' TO THE TOP OF A GALVANIZED POST IN THE HEADWALL (WEST SIDE)
 - NNE 42.70' TO THE TOP OF A GALVANIZED POST IN THE HEADWALL (EAST SIDE)
 - SE 38.19' TO THE CENTER OF A MH LID
 - SOUTH 5.90' TO THE BACK OF CURB OF CHANDLER STREET

NE CORNER SE 1/4 SECTION 14, T14N, R11E
 FOUND 2" BRASS CAP
 - NW 92.10' TO A PUNCH MARK IN THE SE BOLT COVER OF SIGN BASE
 - NE 83.71' TO A SET PUNCH MARK IN THE SW BOLT COVER OF A SIGN BASE
 - SE 88.16' TO A CHISELED "X" IN THE NORTH SIDE OF A METAL SIGNAL BASE
 - SW 85.83' TO A CHISELED "X" IN THE EAST SIDE OF A METAL SIGNAL BASE

SE CORNER SE 1/4 SECTION 14, T14N, R11E
 FOUND 2" BRASS CAP STAMPED LS-729
 - NW 89.49' TO A SET CHISELED "X" IN THE EAST SIDE OF A TRAFFIC SIGNAL BASE
 - NE 88.78' TO A CHISELED "X" IN THE WEST SIDE OF A TRAFFIC SIGNAL BASE
 - SE 86.95' TO A CHISELED "X" IN THE WEST SIDE OF A TRAFFIC SIGNAL BASE
 - SE 88.77' TO A CHISELED "X" IN THE NORTH SIDE OF A TRAFFIC SIGNAL BASE



- PROPERTY LINE
- LOT LINE
- SECTION LINE
- MONUMENT SET (5/8" REBAR W/ 1 1/4" YPC STAMPEO LS-692)
- MONUMENT FOUND
- SECTION CORNER
- COMPUTED CORNER
- WITNESS CORNER
- MEASURED DIMENSION
- RECORD DIMENSION PER WILLIAM P. DORNER LS-217 SURVEY DATED MAY 16, 1872
- PLAT DIMENSION
- COMPUTED DIMENSION
- DEED DIMENSION

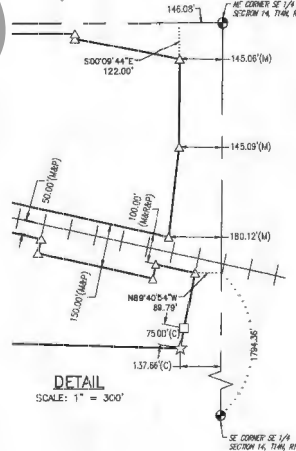


LEGAL DESCRIPTION

PARCEL A
 THAT PART OF TAX LOT 19, LYING NORTH OF THE RAIL ROAD RIGHT OF WAY IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, FORMERLY KNOWN AS TAX LOT 5, TAX LOT 8, AND TAX LOT 9 IN THE SE 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, EXCEPT THE TRACT DESCRIBED AS FOLLOWS: A PART OF TAX LOT 5 IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 14, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14 LYING EAST OF THE CENTERLINE OF A CREEK AND NORTH OF THE CHICAGO BURLINGTON & QUINCY RAILROAD RIGHT-OF-WAY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER, 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE N89°59'41" EAST (ASSUMED BEARING) ALONG A LINE 33.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 1145.23 FEET TO A POINT; THENCE SOUTH 0°07' EAST A DISTANCE OF 396.24 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE C. B. & Q. RAILROAD; THENCE NORTH 77°26'12" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE C. B. & Q. RAILROAD A DISTANCE OF 1174.20 FEET TO THE POINT OF INTERSECTION OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 14; THENCE CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE C. B. & Q. RAILROAD A DISTANCE OF 71.39 FEET TO THE INTERSECTION OF THE CENTERLINE OF A CREEK; THENCE NORTH 24°38'48" EAST ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 137.68 FEET TO A POINT; THENCE NORTH 89°53'41" EAST ALONG A LINE 33.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14, A DISTANCE OF 13.18 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING FROM SAID TAX LOTS 9 AND 10B THAT PART CONVEYED TO THE STATE OF NEBRASKA FOR HIGHWAY PURPOSES BY WARRANTY DEED DATED AUGUST 16, 1962 AND FILED AUGUST 31, 1962, IN BOOK 109 AND PAGE 661 OF DEED RECORDS; ALSO EXCEPTING THAT PORTION OF TAX LOT 19 IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, APPROPRIATED BY THE STATE OF NEBRASKA DEPARTMENT OF ROADS FOR STATE HIGHWAY PURPOSES BY RETURN OF APPRAISERS FILED SEPTEMBER 11, 1995, AS DOCUMENT NO. 95-15439.

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CONTAINS A TOTAL OF 57.343 ACRES AS FIELD MEASURED.



DETAIL
 SCALE: 1" = 300'

Nebraska
 Survey Record Repository
 RECEIVED
 AUG 14 2023
 SARPY
 1031-179

S.C.P.W.
 Received
 (08-08-2023)

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAND SURVEYOR'S REGULATION ACT AND THAT THIS BOUNDARY SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THE SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT.

DATE OF SIGNATURE: 8-2-2023



EXHIBIT A

LAMP RYNEARSON

LAMP RYNEARSON.COM

OMAHA, NEBRASKA
 14710 W. DODGE RD., STE. 100 (402) 486-2408
 NE AUTH. NO. 15-00000000-00000000
 FORT COLLINS, COLORADO
 4715 INNOVATION DR., STE. 100 (970) 228-0502
 KANSAS CITY, MISSOURI
 8001 STATE LINE RD., STE. 200 (816) 361-0440
 MO AUTH. NO. 15-00000000-00000000

MATTHEW R. TINKHAM
 LS-692

LAND SURVEYOR'S
 CERTIFICATE

PART OF TAX LOT 19 PARCELS AND B
 144TH AND CHANDLER STREET, OMAHA, NEBRASKA

811
 Know what's below.
 Call before you dig.

REVISIONS

DESIGNER / DRAFTER
 MATTHEW R. TINKHAM / BRYSON T. KELLER
 DATE
 08/02/2023
 PROJECT NUMBER
 0123084.01
 BOOK AND PAGE
 20066, 12-13

SHEET

1 OF 1

EXHIBIT “B”

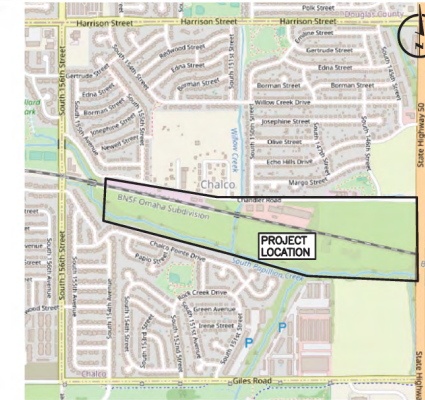
DRAFT

EXHIBIT “C”

DRAFT

AD INDUSTRIAL PARK

LOTS 1 THROUGH 5, INCLUSIVE, BEING A PLATTING OF PART OF TAX LOT 19 IN THE SOUTH HALF OF SECTION 14,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



**LAMP
RYNEARSON**

LAMPRYNEARSON.COM

OMAHA, NEBRASKA

14710 W DODGE RD, STE 100, MO 66146-2498

NE AUTOMATIC DRAIN, CAD 180

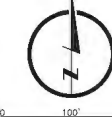
FORT COLLINS, COLORADO

4710 INNOVATION DR, STE 100, CO 80504-3204

KANSAS CITY, MISSOURI

8000 STATE LINE RD, STE 200, MO 64114-3440

MO AUTH. NO. E-2013011903 / LS-2019043127



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

RANDALL R. KUSZAK

PUD SITE PLAN

AD INDUSTRIAL PARK
SARPY COUNTY, NEBRASKA



Know what's below.
Call before you dig.

REVISIONS

DESIGNER / DRAFTER
C. MIRA / J. CASPER / R. KELLER

DATE

12-04-2023

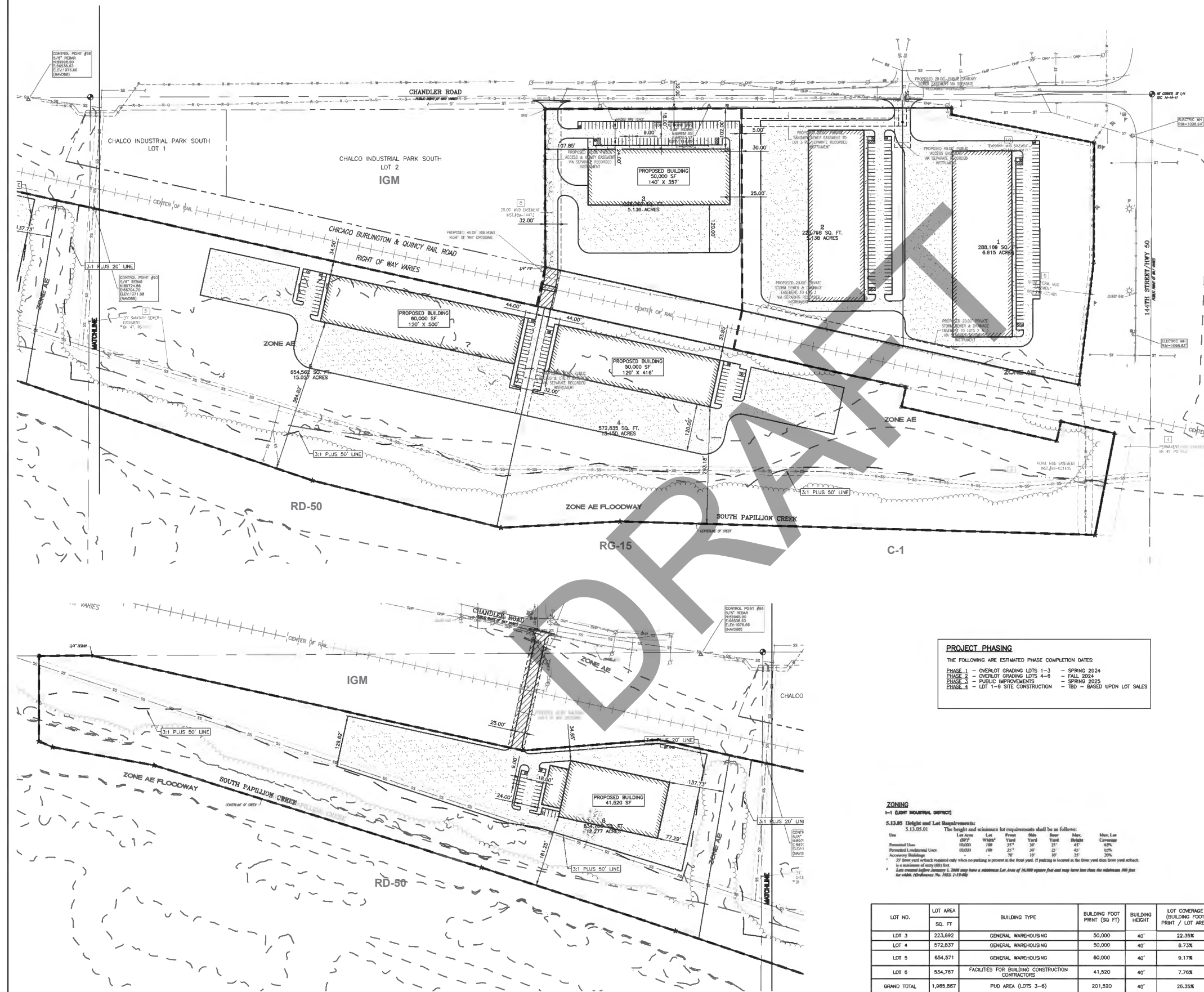
PROJECT NUMBER

0123894.01-003

BOOK AND PAGE

SHEET

1 OF 1



PROJECT PHASING

THE FOLLOWING ARE ESTIMATED PHASE COMPLETION DATES:

PHASE 1 - OVERLOT GRADING LOTS 1-3 - SPRING 2024
PHASE 2 - OVERLOT GRADING LOTS 4-5 - FALL 2024
PHASE 3 - PUBLIC IMPROVEMENTS - SPRING 2025
PHASE 4 - LOT 1-5 SITE CONSTRUCTION - TBD - BASED UPON LOT SALES

ZONING

1-1 (SARPY INDUSTRIAL DISTRICT)

5.13.05 (Height and Lot Requirements)

The height and minimum lot requirements shall be as follows:

Use	Lot Area (SQ FT)	Lot Width (FT)	Front Yard (FT)	Side Yard (FT)	Back Yard (FT)	Min. Height (FT)	Max. Height (FT)	Max. Lot Coverage (%)
Permitted Uses	10,000	100	25	30	25	45	45	40%
Permitted Conditional Uses	10,000	100	25	30	25	45	45	40%
Accessory Buildings	-	-	10	10	10	10	10	30%

1' 30" time yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of 10 feet.

2' Lot Frontal Setback Minimum 1' 30" may have a minimum Lot Area of 10,000 square feet and may have less than the minimum 100 foot lot width. (Ordinance No. 702, 1-13-04)

LOT NO.	LOT AREA (SQ. FT)	BUILDING TYPE	BUILDING FOOT PRINT (SQ. FT)	BUILDING HEIGHT	LOT COVERAGE (BUILDING FOOT PRINT / LOT AREA)	REQUIRED PARKING (1 SPACE/3000 SQ. FT)	PROVIDED PARKING	REQUIRED ACCESSIBLE STALLS	PROVIDED ACCESSIBLE STALLS
LOT 3	223,692	GENERAL WAREHOUSING	50,000	40'	22.35%	17	79	4	4
LOT 4	572,837	GENERAL WAREHOUSING	50,000	40'	8.73%	17	36	2	2
LOT 5	654,571	GENERAL WAREHOUSING	60,000	40'	9.17%	20	36	2	2
LOT 6	534,767	FACILITIES FOR BUILDING CONSTRUCTION CONTRACTORS	41,520	40'	7.76%	14	26	2	2
GRAND TOTAL	1,885,867	PUD AREA (LOTS 3-6)	201,520	40'	26.35%	68	179	10	10

EXHIBIT “D”

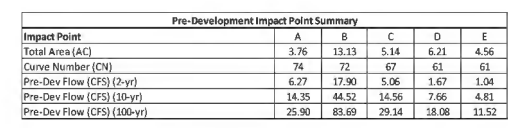
DRAFT

LOTS 1 THROUGH 6, INCLUSIVE, BEING A PLATTING OF PART OF TAX LOT 19 IN THE SOUTH HALF OF SECTION 14,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



NOT RELEASED FOR CONSTRUCTION
RANDALL R. RUSZAK

PUD POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

AL PARK
ITY, NEBRASKA

Post-Development Impact Point Summary	A	B1	B2	B3	Total B	C	D	E
Pre-development impact point summary	0.78	0.69	0.41	0.30	1.48	0.44	0.39	0.39
Post-development impact point summary	0.78	0.69	0.41	0.30	1.48	0.44	0.39	0.39

RD-50

EXHIBIT “E”

DRAFT

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

LAV-20230823-7075-P

WHEREAS, Fenton Construction, Inc. (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development located at Lots 1 through 6 inclusive, AD Industrial Park in the zoning jurisdiction of the City of La Vista , Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of the property described on Exhibit “A” attached hereto (hereinafter referred to as “the Property”), and,

WHEREAS, the City of La Vista (hereinafter referred to as “the City”) requires and the Property Owner, and its administrators, executors, successors, heirs, tenants or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan, (hereinafter referred to as “PCSMP”), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Property Owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the “BMP Maintenance Requirements”, attached here to as Exhibit “B”, which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of City’s written directive, a written response addressing what actions will be taken

to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.
6. The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.
7. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.
9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.

10. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day of _____, 2024.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Fenton Construction, Inc.
Name of Individual, Partnership and/or Corporation
Casey Fenton
Name
Owner
Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENT

State

County

On this _____ day of _____, 20____ before me, a Notary Public, in and for said County, personally came the above named: Casey Fenton

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

Notary Public

LAND SURVEYOR'S CERTIFICATE

SECTION CORNER TIES

NW CORNER SW 1/4 SECTION 14, T14N, R11E
 FOUND 2" BRASS CAP
 - NNW 79.08' TO A SET "X" IN THE SOUTH RIM OF A CURB INLET MH
 - NNE 87.15' TO A SET "X" IN THE SOUTH RIM OF A CURB INLET MH
 - EAST 46.65' TO THE TOP NUT OF A FIRE HYDRANT
 - SE 54.88' TO A SET "X" IN THE NW RIM OF A UTILITY MH
 - SW 85.61' TO A SET PUNCH MARK IN THE NE BOLT COVER OF A LIGHT POLE

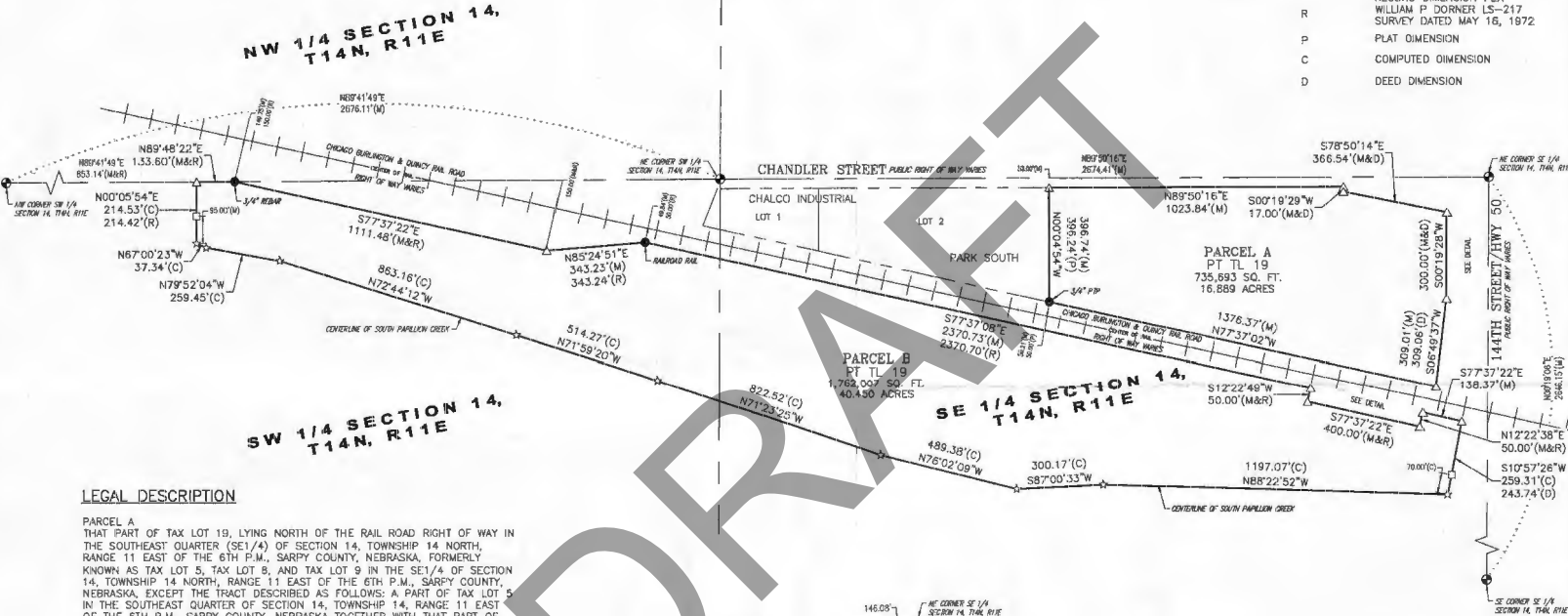
NE CORNER SW 1/4 SECTION 14, T14N, R11E
 FOUND 2" BRASS CAP STAMPED "SARPY"
 - NW 46.86' TO "X" NAILS IN A CORNER FENCE POST
 - NNW 42.05' TO THE TOP OF A GALVANIZED POST IN THE HEADWALL (WEST SIDE)
 - NNE 42.70' TO THE TOP OF A GALVANIZED POST IN THE HEADWALL (EAST SIDE)
 - SE 38.19' TO THE CENTER OF A MH LID
 - SOUTH 5.90' TO THE BACK OF CURB OF CHANDLER STREET

NE CORNER SE 1/4 SECTION 14, T14N, R11E
 FOUND 2" BRASS CAP
 - NW 92.10' TO A PUNCH MARK IN THE SE BOLT COVER OF SIGN BASE
 - NE 83.71' TO A SET PUNCH MARK IN THE SW BOLT COVER OF A SIGN BASE
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 - SW 85.83' TO A CHISELED "X" IN THE EAST SIDE OF A METAL SIGNAL BASE

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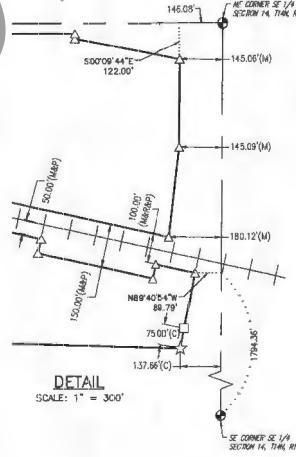


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DATE OF SIGNATURE: 8-2-2023



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LAMP RYNEARSON.COM

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 NE AUTH. NO. 15-00000000-00000000
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MATTHEW R. TINKHAM
 LS-692

LAND SURVEYOR'S
 CERTIFICATE

PART OF TAX LOT 19 PARCELS A AND B
 144TH AND CHANDLER STREET, OMAHA, NEBRASKA



Know what's below.
 Call before you dig.

REVISIONS

DESIGNER / DRAFTER
 MATTHEW R. TINKHAM / BRYSON T. KELLER
 DATE
 08/02/2023
 PROJECT NUMBER
 0123084.01
 BOOK AND PAGE
 20066, 12-13

SHEET

1 OF 1

Exhibit "B"

BMP Maintenance Requirements

Name & Location

Project Name: AD Industrial Park

Address: 14607 Chandler Rd., La Vista, NE

PCWP Project Number: LAV-20230823-7075-P

PCSMP Project Number: LAV-20230823-7075-P

Site Data

Total Site Area: 57.3 Acre

Total Disturbed Area: 57.3 Acre

Total Undisturbed Area: 32.8 Acre

Impervious Area Before Construction: 0%

Impervious Area After Construction: 69%

BMP Information

BMP ID	TYPE OF BMP	Northing/Easting
TBD	Dry Detention	TBD

Routine Maintenance and Tasks Schedule

Dry Detention Basin/Pond Maintenance Tasks and Schedules

Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed

Inspection Reports should be completed and kept on file with the Inspector and at the store location. Reports should be kept for a minimum of five years.

PCWP
Dry Detention Basin
Annual Inspection Form

BMP Identification: _____ Inspection Date: _____

Every response that is a 'yes' requires a corrective action, to whom the action is assigned, and the expected completion date of the assignment.

	Condition:	Outstanding (No Maintenance Needed) Satisfactory (Minor Maintenance Needed) Needs Improvement (Maintenance Needed) Not Applicable		
Inflow Points (Curb Cut, Daylight Pipe, Overland Flow, Etc.)				
Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Obstruction (vegetation/debris/sediment)				
Erosion/Undercutting				
Displacement/sedimentation of fabric/rip-rap/ proprietary matting				
Energy dissipation structural issues				
Comments				

	Condition:	Outstanding (No Maintenance Needed) Satisfactory (Minor Maintenance Needed) Needs Improvement (Maintenance Needed) Not Applicable		
Pre-Treatment Area (Forebay, Grass Swales, Etc.) <i>As Applicable</i>				
Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Sediment/debris accumulation				
Erosion/Undercutting				
Unwanted vegetation				
Flow is by-passing pretreatment				
Comments				

	Condition:	Outstanding (No Maintenance Needed) Satisfactory (Minor Maintenance Needed) Needs Improvement (Maintenance Needed) Not Applicable		
Embankment				
Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Erosion/Bare soil/Loss of dam material				
Unwanted vegetation present				
Animal burrows present				
Sparse/Unhealthy vegetative cover				
Signs of seepage on downstream face				
Comments				

	Condition:	Outstanding (No Maintenance Needed) Satisfactory (Minor Maintenance Needed) Needs Improvement (Maintenance Needed) Not Applicable		
Main Treatment Area				
Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Standing water (>3 days after storm)				
Sediment/debris accumulation				
Erosion/Undercutting				
Vegetation inadequately maintained				
Comments				

PCWP
Dry Detention Basin
Annual Inspection Form

Condition:	Outstanding (No Maintenance Needed) Satisfactory (Minor Maintenance Needed) Needs Improvement (Maintenance Needed) Not Applicable
-------------------	--

Outflow Structure

Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Obstructed pipe/trash rack/draw down orifice				
Erosion present				
Joint failure/loss of joint material/soil piping				
Point of discharge not stabilized				
Displacement/sedimentation of fabric/rip-rap/ proprietary matting				
Comments				

Condition:	Outstanding (No Maintenance Needed) Satisfactory (Minor Maintenance Needed) Needs Improvement (Maintenance Needed) Not Applicable
-------------------	--

Spillway

Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Eroded/Bare areas in spillway				
Unwanted vegetation				
Spillway obstructed				
Comments				

Condition:	Outstanding (No Maintenance Needed) Satisfactory (Minor Maintenance Needed) Needs Improvement (Maintenance Needed) Not Applicable
-------------------	--

Miscellaneous

Assessment	Yes/No	Corrective Actions	Assigned To	Expected Completion
Access restricted (ex.fence, vegetation, etc.)				
Evidence of routine maintenance not being performed				
Issues with additional features (ex. walkways, fences, etc.)				
Is site modified from approved plan				
Comments				

Photographs:

Attach photographs of the site and BMP features using the photo log template attached. Include captions describing each photograph.

Additional Comments:

EXHIBIT “F”

DRAFT

AD INDUSTRIAL PARK, LOTS 1 THROUGH 6, INCLUSIVE
SEWER CONNECTION AGREEMENT
(Sanitary Sewer System)

THIS AGREEMENT, made and entered into in La Vista, Nebraska, on this _____ day of _____, _____, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and Fenton Construction Inc., an Iowa Corporation (hereinafter referred to as "Owner");

W I T N E S S E T H:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewer services within AD Industrial Park, Lots 1 through 6, inclusive, a subdivision, shown on Exhibit "A" hereto; and

WHEREAS, Owner desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer services constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City sewerage system, and to provide for the processing of such sewage.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

I
For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer services and appurtenances thereto which are shown on Exhibit "B" attached hereto.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the sewer system of the City:

- A. Any sanitary sewer or system of sanitary sewers owned by the City; and
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage.

II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City.

III

Owner expressly promises, warrants, covenants and agrees that:

- A. The sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in

strict accordance with the minimum standards and requirements of construction adopted by City.

- B. The sewer system of the Owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, infra.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, on notice thereof, promptly correct said defect.
- F. In the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for all work, services, materials and other expenses incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewerage system of the Owner, in violation of such ordinances, regulations and conditions.
- H. In respect to any industrial use or connection to the sewer system of the Owner, the City may condition such approval upon such terms as it deems necessary to protect the sewer systems of the Owner and the City.

In furtherance of the foregoing, the Owner shall, whenever necessary, provide at their expense such preliminary treatment as may be necessary to meet the applicable ordinance, regulation or condition. Such preliminary treatment facilities shall be maintained continuously in satisfactory and effective operation at no expense to the City.

The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- I. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- J. The Owner is, or at time of construction will be, the Owner of the entire proposed sanitary sewer system situated within its boundaries.
- K. The Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of the obligations of this Agreement.

- L. The Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- M. Subject to the provisions of Paragraph V, *infra*, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, *infra*, hereinafter made and adopted by City or Sarpy County.
- N. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District.

IV

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by the Owner shall be perpetual, notwithstanding the fact that this Agreement is for a term of 20 years.

V

Owner further expressly promises, warrants, covenants and agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City. Owner shall:

- A. Require the person, firm or entity to whose property the connection is being made to:
 - 1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City of La Vista in effect at the time of the connection;
 - 2. obtain from the City a permit to so connect, as may be required by the ordinances of the City of La Vista in effect at the time of the connection.
- B. Enter into agreements as shall be necessary to:
 - 1. assure the said obtaining of a permit from City and payment of connection fees to City;
 - 2. require the disconnection of any connection made to the sewer system of the City which shall have been made without the proper permit from the City and payment of connection fees to City;
 - 3. assure that all connections to the sewer system of the City will be made in accordance with applicable ordinances, regulations and specifications.
- C. Upon the demand of City, the Owner shall pay to City the amount of any connection fee owing City for any connection to the sewer system of the Owner or of the City which shall not have been previously paid to the City by the person, firm or entity to whose property the connection shall have been made.
- D. Upon notice by City, the Owner shall immediately cause to be disconnected any connection to the sewer system which has been made without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City of La Vista pertaining to sewer connections.

VI

The Owner shall facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use.

VII

In the event of the Owner's breach of any of the terms and conditions hereof or any warranty or covenant herein made by the Owner, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:
 1. Upon giving the Owner sixty (60) days notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
 2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, City shall have the absolute right, at its option, to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures commenced by the Owner, as the case may be, in either of which events the owner agrees:
 - (a) Owner shall immediately reimburse City for any and all expense incurred by City in connection therewith.
 - (b) Owner shall indemnify and hold harmless City, its officers, employees and agents, from any expenses, costs, claim, action, cause of action, or demand arising out of City's taking or completing said corrective measures.
 3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless one of the parties hereto shall advise the other party in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term, as the case may be, which said party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in this Agreement.

IX

The failure of either party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

X

A listing of the Schedule of Exhibits hereto is as follows:

Exhibit "A": Final Plat of AD Industrial Park, Lots 1 through 6
Exhibit "B": PUD Utility Plan; Illustration of Sewer system of the Owner

XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and clause of this Agreement shall be deemed severable; provided, however, that, If in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

- A. Pay to City all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections, as City shall deem necessary to prohibit the flow of the Owner's sewage into the sewer system of the City.

XII

Both parties acknowledge and agree that this written Agreement, including all exhibits hereto, constitutes the entire agreement of the parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

XII

The provisions of this Agreement shall be binding upon the parties hereto and their successors.

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

ATTEST:

CITY OF LA VISTA, a municipal corporation
in the State of Nebraska

PAMELA BUETHE, CITY CLERK

DOUGLAS KINDIG, MAYOR

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA

COUNTY OF SARPY

)
) ss.
)

On this _____ day of _____, 2024 before me, a
Notary Public, duly commissioned and qualified in and for Sarpy County, Nebraska
appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela
Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose
names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their
voluntary act and deed.

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

Notary Public

Fenton Construction, Inc., an Iowa corporation

By: Casey Fenton

Its: President

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____)
COUNTY OF _____) ss.
_____)

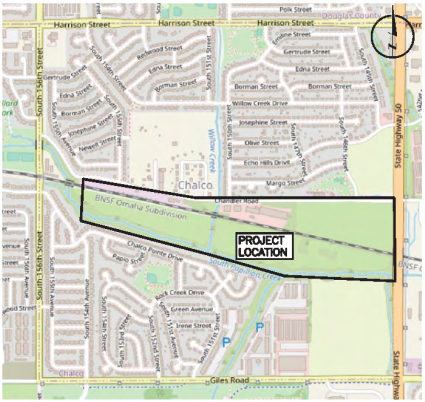
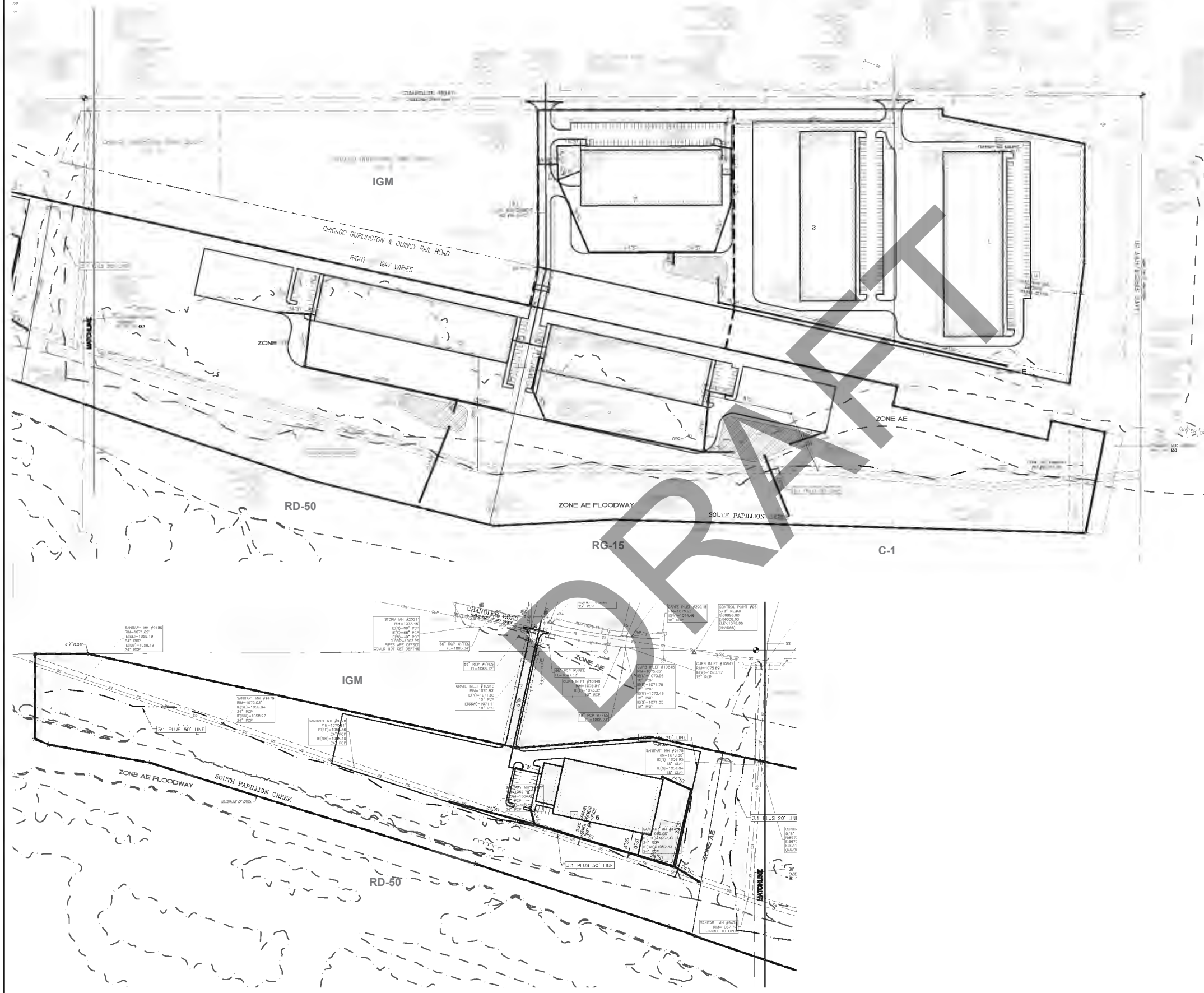
On this _____ day of _____, 2024 before me, a
Notary Public, duly commissioned and qualified in and for said County, appeared
_____, President of Fenton Construction, Inc., an Iowa corporation, personally known
to me to be identical person whose name is affixed to the foregoing Agreement, and acknowledged the
execution thereof to be his voluntary act and deed, and the voluntary act and deed of said Company.

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

Notary Public

AD INDUSTRIAL PARK

LOTS 1 THROUGH 6, INCLUSIVE, BEING A PLATTING OF PART OF TAX LOT 19 IN THE SOUTH HALF OF SECTION 14,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



LAMP RYNEARSON

LAMP RYNEARSON, INC.
OMAHA, NEBRASKA
14710 W. DODGE RD., STE. 100, MOBILE 466,2498
NE AUTUMNWOOD RD., STE. 100, MOBILE 466,2498
FORT COLLINS, COLORADO
4710 W. DODGE RD., STE. 100, MOBILE 466,2498
KANSAS CITY, MISSOURI
8001 STATE ST., STE. 200, MOBILE 466,2498
MO. AUTH. NO. E-2011011001 (L-20110043127)

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PUD UTILITY PLAN

AD INDUSTRIAL PARK
SARPY COUNTY, NEBRASKA

811
Know what's below.
Call before you dig.

DESIGNED BY: [blank]
CHECKED BY: [blank]
DATE: [blank]
PROJECT: [blank]
SHEET: [blank]

1 OF 1

EXHIBIT “G”

DRAFT

**PERMANENT ACCESS AND UTILITY
EASEMENT AND MAINTENANCE AGREEMENT**

THIS PERMANENT ACCESS AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT is made as of this ____ day of _____, 2024, (hereinafter referred to as the "Effective Date") by Fenton Construction, Inc., an Iowa corporation ("Grantor").

RECITALS:

WHEREAS, Grantor is the lawful owner of Lots 3, 4 and 5, AD Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, by virtue of the recording of this Permanent Access and Utility Easement and Maintenance Agreement (the "Agreement"), the above legally described real property (hereinafter referred to individually as a "Lot" and collectively as the "Lots") shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Agreement and every grantee of any interest in any said Lot, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said Lot, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Agreement and shall be deemed to have consented to the terms hereof;

WHEREAS, Grantor desires to grant for the benefit of all future owners, occupants and mortgagees of the Lots or any part thereof and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, licensees, vendors, subtenants or concessionaires, and fire, rescue and other emergency vehicles (collectively, "Permittees"), a non-exclusive right-of-way easement (but not parking), over and upon Lot 3 or any portion thereof within the shaded area depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Access Drive Area") for the purpose of providing pedestrian and vehicular ingress and egress to the Lots (but not parking), and intends that all future owners, occupants and mortgagees and any other persons hereafter acquiring any interest in any of the Lots shall hold said interest subject to certain rights, easements and privileges in, over and upon the Lots or any portion thereof for the purpose of providing pedestrian and vehicular ingress and egress, to and from the foregoing described Lots; and

WHEREAS, Grantor further desires to grant for the benefit of all Permittees, a non-exclusive easement over and upon each of the Lots or any portion thereof within the shaded

area depicted on Exhibit "B" attached hereto and incorporated herein by this reference (the "Utility Easement Area") for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sanitary sewers, storm sewer and drainage structures and/or drainage way, gas, water, electric, and communication connections, and appurtenances thereto at the will of Lot owners, and intends that all future owners, occupants and mortgagees and any other persons hereafter acquiring any interest in any of the Lots shall hold said interest subject to certain rights, easements and privileges in, over and upon the Lots or any portion thereof for the foregoing purposes.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including the mutual grants and covenants contained herein, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby GRANT, SELL and CONVEY unto themselves and the future owners and mortgagees of the Lots and their respective Permittees, (i) a perpetual, non-exclusive easement for the purpose of providing vehicular and pedestrian ingress and egress (but not parking) over and upon the Access Drive Area, and (ii) a perpetual, non-exclusive for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sanitary sewers, storm sewer and drainage structures and/or drainage way, gas, water, electric, and communication connections, and appurtenances thereto in, through or under the Utility Easement Area; provided, however, that the rights herein granted to any person or entity, or anyone claiming under them, shall terminate and expire at such time as such person or entity ceases to be an owner or mortgagee of the Lots or any portion thereof, as the case may be, and such rights shall thereafter be held by the new owner or mortgagee, or anyone claiming under them.

It is further agreed as follows:

1. Nature of Easements. The foreclosure of any mortgage covering all or a portion of a Lot or Lots shall in no way affect or diminish any easements granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the owners, future owners, occupants, mortgagees, and their Permittees. The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public generally. It is understood and agreed that the easements shall continue for so long as any Lot remains in existence.

2. Maintenance of the Access Drive Area located on Lot 3. The maintenance, repair, replacement and operation of the Access Drive Area and related improvements located on Lot 3 shall be the responsibility of the owner of Lot 3 because it is burdened this portion of the Access Drive Area, provided, however, that the owner of Lot 3 shall be entitled to reimbursement of expenses incurred for such maintenance, repair, replacement and operation of that portion of the Access Drive Area as provided herein. The owner of Lot 3 shall maintain, repair, operate, replace and otherwise keep that portion of the Access Drive Area located on Lot 3 and related improvements in good repair in its reasonable judgment and discretion. The maintenance shall include, without limitation, the following:

- (a) Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability.

- (b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition (including, without limitation, removing graffiti and repair of other damage caused by vandalism).
- (c) Inspecting, maintaining, repairing, and replacing any storm drainage system installed along that portion of the Access Drive Area located on Lot 3.
- (d) Inspecting, maintaining, repairing and replacing the lighting, if any, installed along that portion of the Access Drive Area located on Lot 3.

3. Maintenance of Access Drive Area located on Lots 4 and 5. The owners of Lots 4 and 5 shall be responsible for the maintenance, repair, replacement and operation of that portion of the Access Drive Area located on their respective Lots and each such owner shall maintain, repair, operate, replace and otherwise keep the walkways and parking areas located on their respective Lot in good repair consistent with a first class industrial subdivision.

4. Reimbursement of Expenses for Maintenance of Access Drive Area located on Lot 3. The owners of Lot 4 and 5 shall reimburse the owner of Lot 3 for their Proportionate Share (as defined herein) of the expenses incurred to maintain, repair, replace and operate the Access Drive Area and related improvements, which expenses may include a management fee of ten percent (10%) of the total amount of such expenses (hereinafter the "Maintenance Expenses"). The Maintenance Expenses may not include charges for real property taxes or insurance premiums, both of which are the separate responsibility of the owners of the respective Lots. The "Proportionate Share" of the Maintenance Expenses for Lot 3 is thirty three and 1/3 percent (33 1/3 %), Lot 4 is thirty three and 1/3 percent (33 1/3 %) and Lot 5 is thirty three and 1/3 percent (33 1/3%). The owner of Lot 3 may assess Maintenance Expenses based upon the estimated annual costs of maintenance, repair, replacement and operation of the Access Drive Area and related expenses, payable in advance on or before January 1 each year, but subject to adjustment at the end of each calendar year on the basis of the actual expenses for such year. The owner of Lot 3 may deliver an invoice to the owners of Lots 4 and 5 for their Proportionate Share of the estimated annual Maintenance Expenses prior to January 1 each calendar year, which invoice shall be paid within ten (10) days by the owners of Lots 4 and 5. Within thirty (30) days after the end of each calendar year, the owner of Lot 3 shall furnish the owners of Lots 4 and 5 with a written statement setting forth the actual Maintenance Expenses for said calendar year, the calculation of each owners Proportionate Share thereof and the payments made by the other owners during such calendar year. Any overpayment by the owners of Lot 4 or Lot 5 shall be credited against future Maintenance Expenses for the upcoming year or refunded to the owners of Lot 4 or Lot 5 by the owner of Lot 3 within sixty (60) days after the end of each applicable annual period. Any underpayment by the owners of Lots 4 or Lot 5 shall be paid by such owner to the owner of Lot 3 within thirty (30) days after receipt of the written statement. The owners of Lots 4 and 5 shall have the right to audit the books and records of the owner of Lot 3 with respect to the Maintenance Expenses once per annum, during normal business hours on reasonable prior written notice. The owner requesting the audit shall pay for the costs of such audit unless the audit shall disclose Maintenance Expenses paid by the owners of Lot 4 or Lot 5 were ten percent (10%) or more in excess of the actual Maintenance Expenses in which case the owner of Lot 3 shall promptly pay to the owners of

Lots 4 or 5, as applicable, the reasonable cost of such audit in addition to the overpayment of the Maintenance Expenses. In the event the owner of Lot 4 or Lot 5 fails to pay the Maintenance Expenses as provided herein, the owner of Lot 3 shall be entitled to file a notice of lien against Lot 4 or Lot 5, as the case may be, for the unpaid balance of the Maintenance Expenses and, upon the filing of such notice of lien, the unpaid balance shall constitute a lien against such Lot and shall accrue interest at the highest legal rate until paid. The lien provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of the Lot shall not affect the lien. However, the sale or transfer of the Lot pursuant to a mortgage or deed of trust foreclosure or any proceeding in lieu thereof shall extinguish the lien as to payments which were due prior to such sale or transfer. The owner of Lot 3 shall be entitled to foreclose the lien provided for herein in the same manner as mortgages or other liens are enforceable in the State of Nebraska at the time such lien is filed or pursue an action at law against the owner of the Lot for the balance due and owing for Maintenance Expenses.

5. Restrictions. No buildings, barricades, signs, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic through the easement areas.

6. Utility Easement. The utility easement granted herein shall be for the benefit of any Lot owner and also for the benefit of any contractor, agent, employee or representative of any Lot owner and any utility company and for any of said construction and work.

7. Effect of Covenants. Each owner of a Lot, its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Agreement or to which this Agreement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be easements and covenants running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such Lot owners on like manner as though the provisions, terms and restrictions of this Agreement were received and stipulated at length in each and every deed of conveyance.

8. Waiver. No covenant, restriction, condition or provision of this Agreement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

9. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement herein contained, as the case may be, shall not render the remainder of the Agreement invalid, nor any other part therein contained.

10. Amendment, Modification, Notices.

- (a) This Agreement may only be amended by the written consent and agreement of the record owners of the Lots or their successors and assigns. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds in the county in which said property is situated.
- (b) Wherever in this Agreement the consent or approval of an owner of a Lot is required, unless otherwise expressly provided herein, such consent or

approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (i) be in writing; (ii) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (iii) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

- (c) Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery to the address of the owner of a Lot at the address where the real estate tax statements are being sent. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other parties.

11. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this ____ day of _____, 2024.

Fenton Construction, Inc., an Iowa corporation

By: _____
Casey Fenton, President

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, a Notary Public qualified for said County and State, personally came Casey Fenton, President of Fenton Construction, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this ____ day of _____, 2024.

Notary Public

MORTGAGEE'S CONSENT

The undersigned, owner and holder of a security interest in the above-described property by virtue of a Deed of Trust dated _____ and recorded on _____ as Instrument No. _____ in the Records in the office of the Register of Deeds in Sarpy County, Nebraska, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby consents to the Permanent Access and Utility Easement and Maintenance Agreement.

_____, Mortgagee

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, a Notary Public qualified for said County and State, personally came _____ known to me to be the _____ of _____ identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this _____ day of _____, 2024.

Notary Public

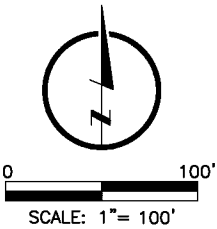
EXHIBIT "A"

DRAFT

EASEMENT EXHIBIT

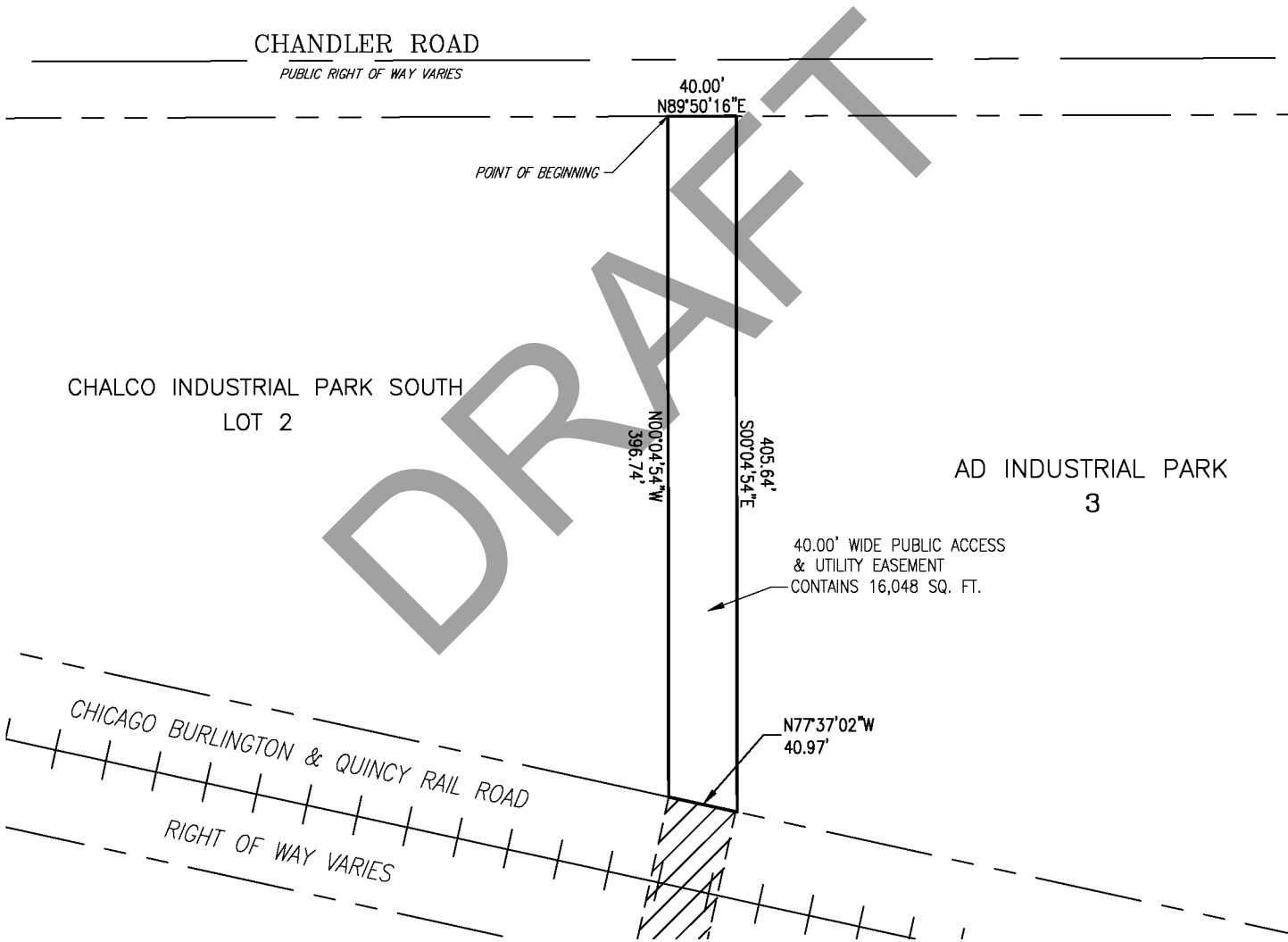
LEGAL DESCRIPTION

A PERMANENT 40.00 FEET WIDE PUBLIC ACCESS AND UTILITY EASEMENT OVER THAT PART OF LOT 3, AD INDUSTRIAL PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3;
THENCE NORTH 89°50'16" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF AD INDUSTRIAL PARK) FOR 40.00 FEET ON THE NORTH LINE OF SAID LOT 3;
THENCE SOUTH 00°04'54" EAST FOR 405.64 FEET TO THE SOUTH LINE OF SAID LOT 3;
THENCE NORTH 77°37'02" WEST FOR 40.97 FEET TO THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 00°04'54" WEST FOR 396.74 FEET TO THE POINT OF BEGINNING.
CONTAINS 16,048 SQUARE FEET.



LEGEND

- EASEMENT LINE
- LOT LINE
- SECTION LINE
- EXISTING EASEMENT
- RAILROAD RIGHT OF WAY CROSSING BY OTHERS



LAMP
RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD., STE. 100 (402) 496.2498
NE AUTH. NO.: CA0130
FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970) 226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816) 361.0440
MO AUTH. NO.: E-2013011903 | LS-2019043127

DESIGNER / DRAFTER
MRT/RER
REVIEWER
MATT TINKHAM
PROJECT NUMBER
0123094.01
DATE
1/4/2024
SURFACE LOCATION
BOOK AND PAGE

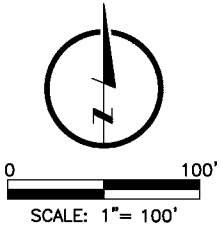
EASEMENT
EXHIBIT

EASEMENT EXHIBIT

LEGAL DESCRIPTION

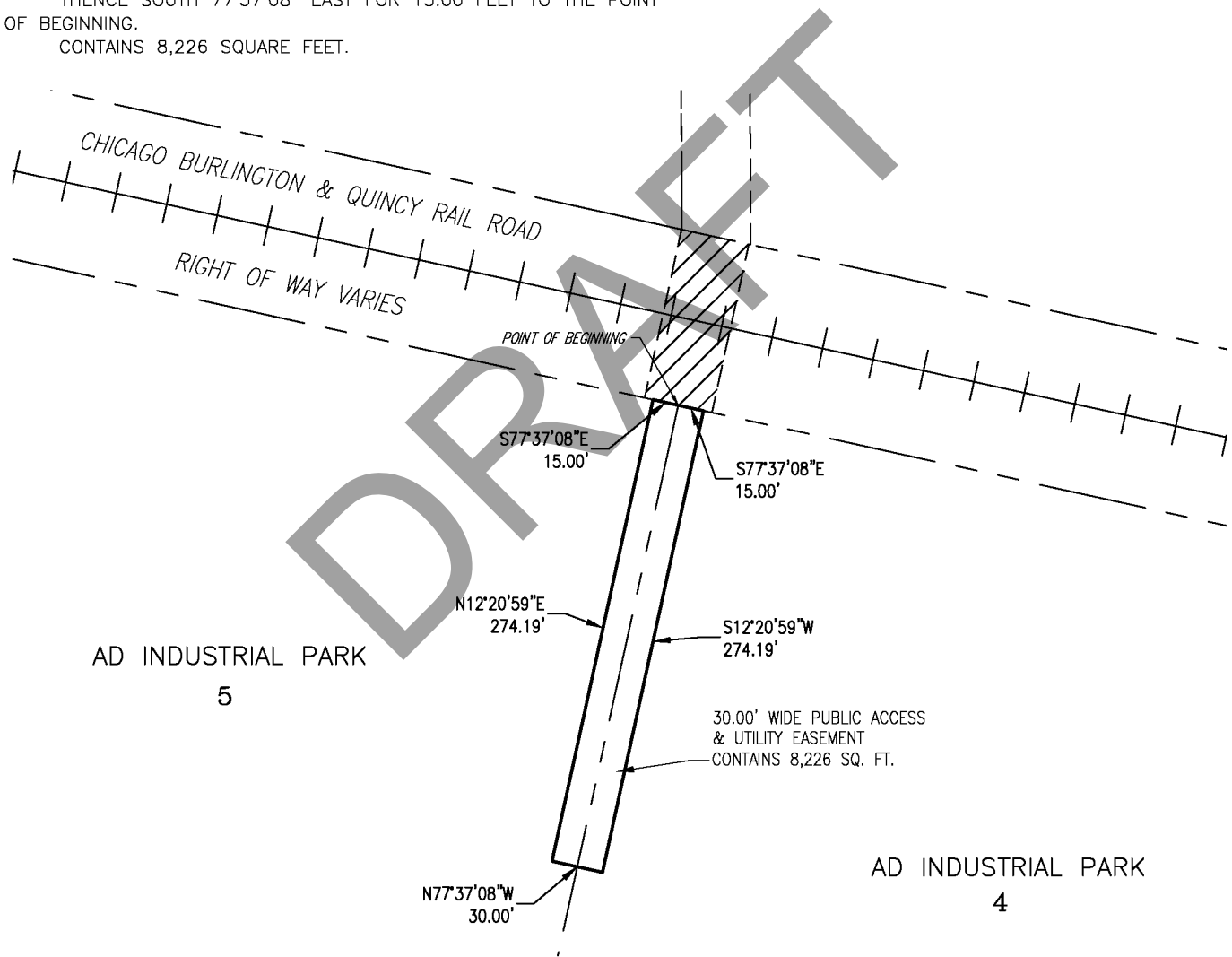
A PERMANENT 30.00 FEET WIDE PUBLIC ACCESS AND UTILITY EASEMENT OVER THAT PART OF LOTS 4 AND 5, AD INDUSTRIAL PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4;
THENCE SOUTH 77°37'08" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF AD INDUSTRIAL PARK) FOR 15.00 FEET ON THE NORTH LINE OF SAID LOT 4;
THENCE SOUTH 12°20'59" WEST FOR 274.19 FEET ON A LINE PARALLEL WITH AND 15.00 FEET EAST OF THE WEST LINE OF SAID LOT 4;
THENCE NORTH 77°37'08" WEST FOR 30.00 FEET;
THENCE NORTH 12°20'59" EAST FOR 274.19 FEET ON A LINE PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF SAID LOT 5, TO THE NORTH LINE OF SAID LOT 5;
THENCE SOUTH 77°37'08" EAST FOR 15.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 8,226 SQUARE FEET.



LEGEND

- EASEMENT LINE
- LOT LINE
- SECTION LINE
- EXISTING EASEMENT
- RAILROAD RIGHT OF WAY CROSSING BY OTHERS



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DESIGNER / DRAFTER
MRT/RER
REVIEWER
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DATE
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SURFACE LOCATION
BOOK AND PAGE

EASEMENT
EXHIBIT

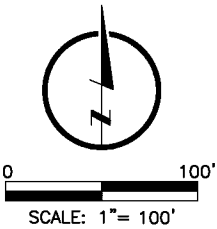
EXHIBIT "B"

DRAFT

EASEMENT EXHIBIT

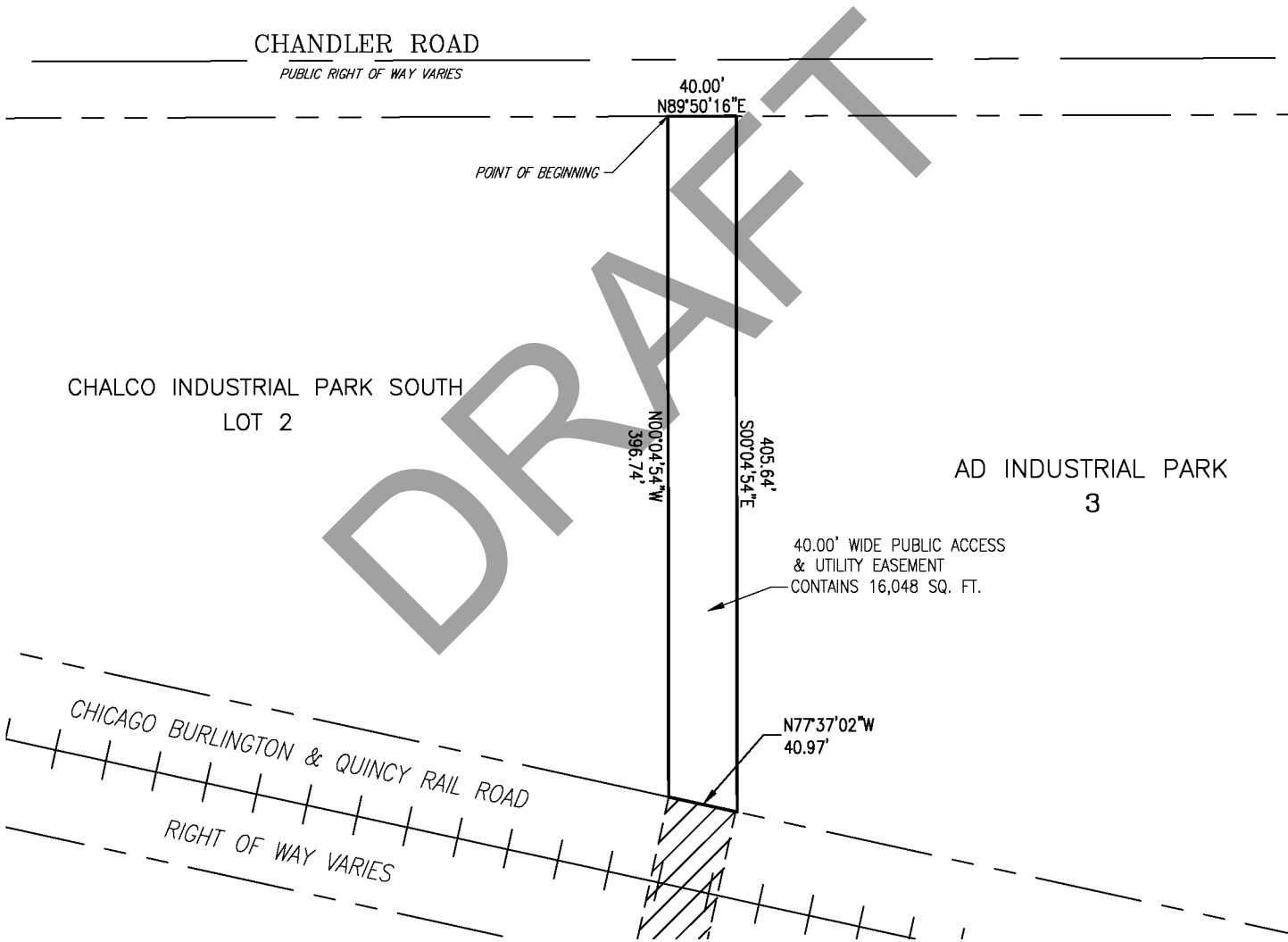
LEGAL DESCRIPTION

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THENCE SOUTH 00°04'54" EAST FOR 405.64 FEET TO THE SOUTH LINE OF SAID LOT 3;
THENCE NORTH 77°37'02" WEST FOR 40.97 FEET TO THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 00°04'54" WEST FOR 396.74 FEET TO THE POINT OF BEGINNING.
CONTAINS 16,048 SQUARE FEET.



LEGEND

- EASEMENT LINE
- LOT LINE
- SECTION LINE
- EXISTING EASEMENT
- RAILROAD RIGHT OF WAY CROSSING BY OTHERS



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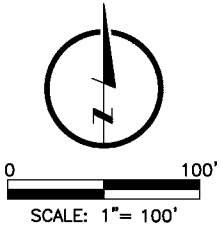
EASEMENT
EXHIBIT

EASEMENT EXHIBIT

LEGAL DESCRIPTION

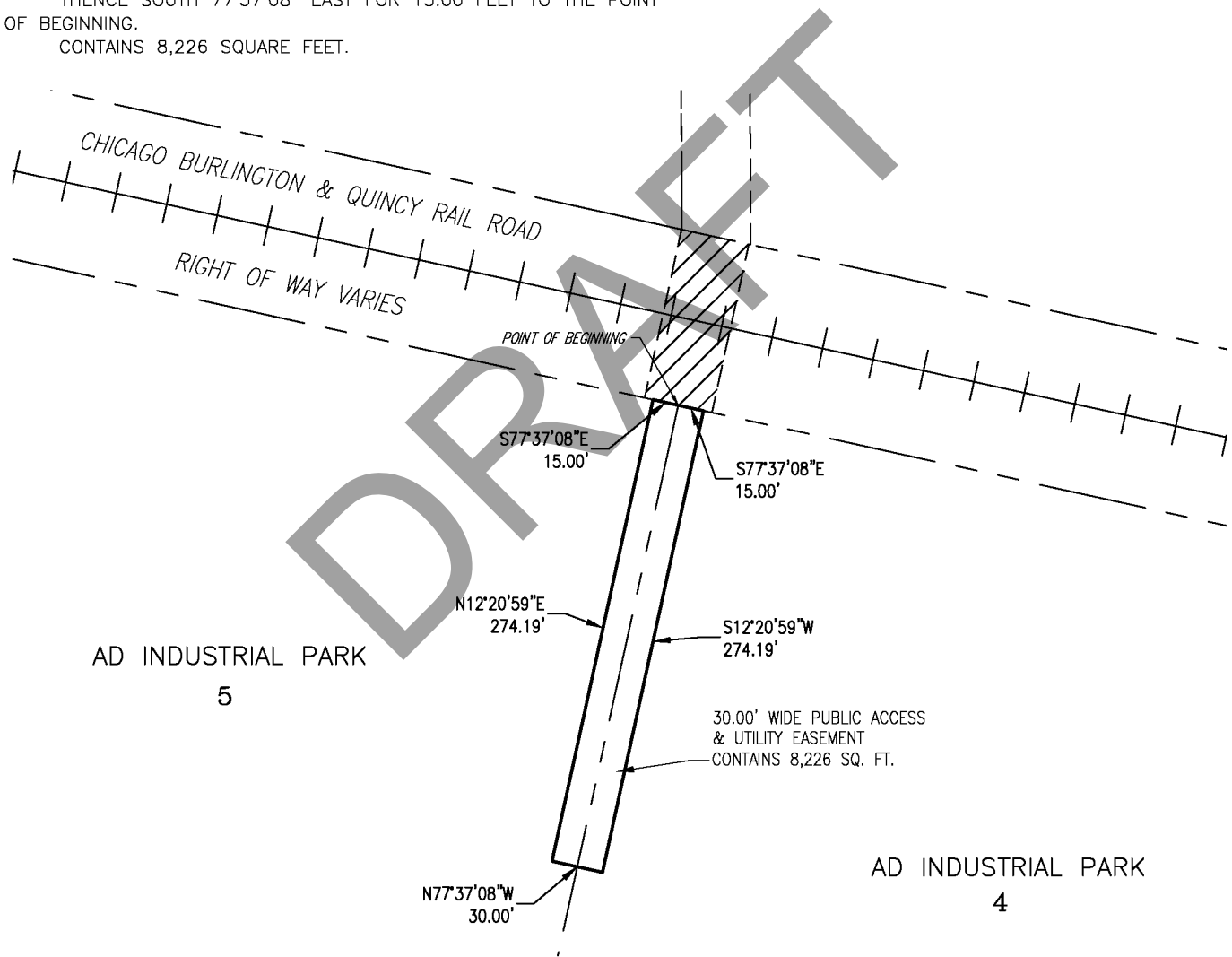
A PERMANENT 30.00 FEET WIDE PUBLIC ACCESS AND UTILITY EASEMENT OVER THAT PART OF LOTS 4 AND 5, AD INDUSTRIAL PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

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THENCE NORTH 12°20'59" EAST FOR 274.19 FEET ON A LINE PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF SAID LOT 5, TO THE NORTH LINE OF SAID LOT 5;
THENCE SOUTH 77°37'08" EAST FOR 15.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 8,226 SQUARE FEET.



LEGEND

- EASEMENT LINE
- LOT LINE
- SECTION LINE
- EXISTING EASEMENT
- RAILROAD RIGHT OF WAY CROSSING BY OTHERS



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SURFACE LOCATION
BOOK AND PAGE

EASEMENT
EXHIBIT

PERMANENT ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS PERMANENT ACCESS EASEMENT AND MAINTENANCE AGREEMENT is made as of this ____ day of _____, 2024, (hereinafter referred to as the "Effective Date") by Fenton Construction, Inc., an Iowa corporation ("Grantor").

RECITALS:

WHEREAS, Grantor is the lawful owner of Lots 1 and 2, AD Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, by virtue of the recording of this Permanent Access Easement and Maintenance Agreement (the "Agreement"), the above legally described real property (hereinafter referred to individually as a "Lot" and collectively as the "Lots") shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Agreement and every grantee of any interest in any said Lot, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said Lot, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Agreement and shall be deemed to have consented to the terms hereof; and

WHEREAS, Grantor desires to grant for the benefit of all future owners, occupants and mortgagees of the Lots or any part thereof and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, licensees, vendors, subtenants or concessionaires, and fire, rescue and other emergency vehicles (collectively, "Permittees"), a non-exclusive right-of-way easement (but not parking), over and upon the Lots within the shaded area depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Access Drive Area") for the purpose of providing pedestrian and vehicular ingress and egress to the Lots (but not parking), and intends that all future owners, occupants and mortgagees and any other persons hereafter acquiring any interest in any of the Lots shall hold said interest subject to certain rights, easements and privileges in, over and upon the Lots or any portion thereof for the purpose of providing pedestrian and vehicular ingress and egress, to and from the foregoing described Lots.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including the mutual grants and covenants contained herein, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby GRANT, SELL

and CONVEY unto themselves and the future owners and mortgagees of the Lots and their respective Permittees, (i) a perpetual, non-exclusive easement for the purpose of providing vehicular and pedestrian ingress and egress (but not parking) over and upon the Access Drive Area; provided, however, that the rights herein granted to any person or entity, or anyone claiming under them, shall terminate and expire at such time as such person or entity ceases to be an owner or mortgagee of the Lots or any portion thereof, as the case may be, and such rights shall thereafter be held by the new owner or mortgagee, or anyone claiming under them.

It is further agreed as follows:

1. Nature of Easements. The foreclosure of any mortgage covering all or a portion of a Lot or Lots shall in no way affect or diminish any easements granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the owners, future owners, occupants, mortgagees, and their Permittees. The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public generally. It is understood and agreed that the easements shall continue for so long as any Lot remains in existence.

2. Maintenance of Access Drive Area. The owners of Lots shall be responsible for the maintenance, repair, replacement and operation of that portion of the Access Drive Area located on their respective Lots and each such owner shall maintain, repair, operate, replace and otherwise keep the walkways and parking areas located on their respective Lot in good repair consistent with a first class industrial subdivision.

3. Restrictions. No buildings, barricades, signs, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic through the easement areas.

4. Effect of Covenants. Each owner of a Lot, its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Agreement or to which this Agreement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be easements and covenants running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such Lot owners on like manner as though the provisions, terms and restrictions of this Agreement were received and stipulated at length in each and every deed of conveyance.

5. Waiver. No covenant, restriction, condition or provision of this Agreement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

6. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement herein contained, as the case may be, shall not render the remainder of the Agreement invalid, nor any other part therein contained.

7. Amendment, Modification, Notices.

- (a) This Agreement may only be amended by the written consent and agreement of the record owners of the Lots or their successors and assigns. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds in the county in which said property is situated.
- (b) Wherever in this Agreement the consent or approval of an owner of a Lot is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (i) be in writing; (ii) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (iii) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.
- (c) Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery to the address of the owner of a Lot at the address where the real estate tax statements are being sent. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other parties.

8. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this ____ day of _____, 2024.

Fenton Construction, Inc., an Iowa corporation

By: _____
Casey Fenton, President

STATE OF _____)
COUNTY OF _____) ss.

Before me, a Notary Public qualified for said County and State, personally came Casey Fenton, President of Fenton Construction, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this ____ day of _____, 2024.

Notary Public

MORTGAGEE'S CONSENT

The undersigned, owner and holder of a security interest in the above-described property by virtue of a Deed of Trust dated _____ and recorded on _____ as Instrument No. _____ in the Records in the office of the Register of Deeds in Sarpy County, Nebraska, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby consents to the Permanent Access and Utility Easement and Maintenance Agreement.

_____, Mortgagee

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____) ss.

Before me, a Notary Public qualified for said County and State, personally came _____ known to me to be the _____ of _____ identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this _____ day of _____, 2024.

Notary Public

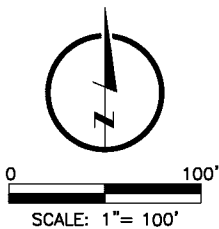
EXHIBIT "A"

DRAFT

EASEMENT EXHIBIT

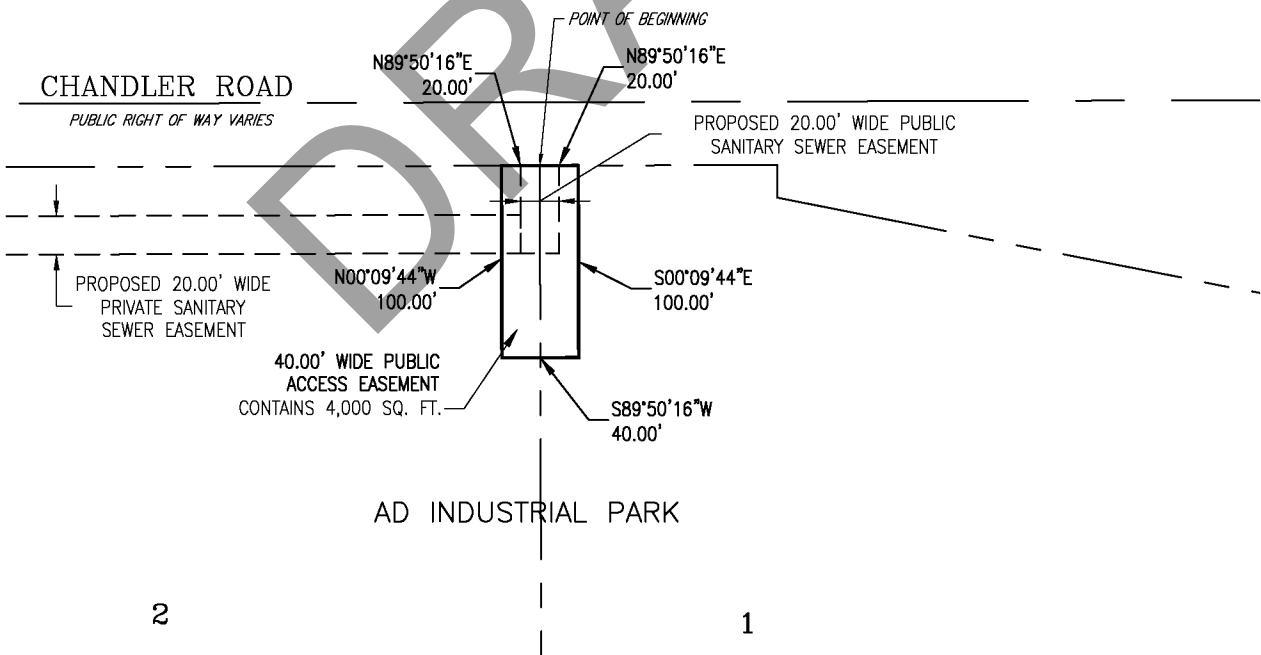
LEGAL DESCRIPTION

A PERMANENT 40.00 FEET WIDE PUBLIC ACCESS EASEMENT OVER THAT PART OF LOTS 1 AND 2, AD INDUSTRIAL PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1;
THENCE NORTH 89°50'16" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF AD INDUSTRIAL PARK) FOR 20.00 FEET ON THE NORTH LINE OF SAID LOT 1;
THENCE SOUTH 00°09'44" EAST FOR 100.00 FEET;
THENCE SOUTH 89°50'16" WEST FOR 40.00 FEET;
THENCE NORTH 00°09'44" WEST FOR 100.00 FEET TO THE NORTH LINE OF SAID LOT 2;
THENCE NORTH 89°50'16" EAST FOR 20.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 4,000 SQUARE FEET.



LEGEND

- EASEMENT LINE
- LOT LINE
- SECTION LINE
- EXISTING EASEMENT



LAMP
RYNEARSON

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OMAHA, NEBRASKA
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DESIGNER / DRAFTER
MRT/RER

REVIEWER
MATT TINKHAM

PROJECT NUMBER
0123094.01

DATE
1/4/2024

SURFACE LOCATION

BOOK AND PAGE

EASEMENT
EXHIBIT

**PERMANENT EASEMENT
(Sanitary Sewer)**

THIS PERMANENT EASEMENT is made as of this _____ day of _____, 2024, (hereinafter referred to as the "Effective Date") by Fenton Construction, Inc., an Iowa corporation ("Grantor").

RECITALS:

WHEREAS, Grantor is the lawful owner of Lots 2 and 3, AD Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, by virtue of the recording of this Permanent Easement (the "Easement"), the above legally described real property (hereinafter referred to individually as a "Lot" and collectively as the "Lots") shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Easement and every grantee of any interest in any said Lot, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said Lot, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Easement and shall be deemed to have consented to the terms hereof; and

WHEREAS, Grantor desires to grant for the benefit of all future owners, occupants and mortgagees of the Lot 3, a permanent, non-exclusive easement, over, under and upon Lot 2 within the shaded area depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area") for the use, construction, repair, maintenance, replacement and renewal of sanitary sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewer discharge, together with the right of ingress and egress to and from said premises.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including the mutual grants and covenants contained herein, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby GRANT, SELL and CONVEY unto themselves and the future owners and mortgagees of the Lots 3, a perpetual, non-exclusive easement for the use, construction, repair, maintenance, replacement and renewal of sanitary sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewer discharge, in, through, and under the Easement Area for the benefit of the Lot 3, together with the right of

ingress and egress to and from said premises; provided, however, that the rights herein granted to any person or entity, or anyone claiming under them, shall terminate and expire at such time as such person or entity ceases to be an owner or mortgagee of the Lots or any portion thereof, as the case may be, and such rights shall thereafter be held by the new owner or mortgagee, or anyone claiming under them. The owners of Lot 2 shall retain all rights to surface rights in the Easement Area, subject to the terms hereof. The owners of Lot 3, and its contractors and engineers shall have full right and authority to enter the Easement Area in order to perform any of the acts and functions described within the scope and purposes of such easement. In performing any maintenance or repair of said pipes, lines, apparatus, equipment, and appurtenances, or any part thereof, the owners of Lot 3 shall use reasonable efforts to prevent interference with use and enjoyment of the Easement Area and the surrounding real property by the owners of Lots 2. All work performed by the owners of Lot 3 shall be done in a good and workmanlike manner and in compliance with all applicable federal, state and municipal statutes, laws, rules and regulations.

It is further agreed as follows:

1. Nature of Easement. The foreclosure of any mortgage covering all or a portion of a Lot or Lots shall in no way affect or diminish any easement granted herein, for such easement shall remain in full force and effect for the benefit of the grantees described herein. The easement hereby created is not a public easement, but is a permanent, private easement for the use and benefit of the owners, future owners, occupants, and mortgagees of Lot 3. The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public generally. It is understood and agreed that the easements shall continue for so long as any Lot remains in existence.

3. Restrictions. The owners of Lot 2 agree not to place any buildings, improvements or other structures on the Easement Area, but may place paving, grass and shrubs on the Easement Area provided that such materials do not materially and detrimentally hinder the flow of water over and across the Easement Area. The owner of Lot 3 further agrees that the grade of the Easement Area shall not be changed or modified without the express approval of the owners of Lot 2.

4. Effect of Covenants. Each owner of a Lot, its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Easement or to which this Easement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be an easement and covenant running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such Lot owners on like manner as though the provisions, terms and restrictions of this Easement were received and stipulated at length in each and every deed of conveyance.

5. Waiver. No covenant, restriction, condition or provision of this Easement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

6. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Easement herein contained, as the case may be, shall not render the remainder of the Easement invalid, nor any other part therein contained.

7. Governing Law. This Easement shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this ____ day of _____, 2024.

Fenton Construction, Inc., an Iowa corporation

By: _____
Casey Fenton, President

STATE OF _____)
COUNTY OF _____) ss.

Before me, a Notary Public qualified for said County and State, personally came Casey Fenton, President of Fenton Construction, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this ____ day of _____, 2024.

Notary Public

MORTGAGEE'S CONSENT

The undersigned, owner and holder of a security interest in the above-described property by virtue of a Deed of Trust dated _____ and recorded on _____ as Instrument No. _____ in the Records in the office of the Register of Deeds in Sarpy County, Nebraska, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby consents to the Permanent Easement.

_____, Mortgagee

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____) ss.

Before me, a Notary Public qualified for said County and State, personally came _____ known to me to be the _____ of _____ identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this _____ day of _____, 2024.

Notary Public

EXHIBIT "A"

DRAFT

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A PERMANENT 20.00 FEET WIDE PRIVATE SANITARY SEWER EASEMENT OVER THAT PART OF LOT 2, AD INDUSTRIAL PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 00°09'32" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF AD INDUSTRIAL PARK) FOR 25.52 FEET ON THE WEST LINE OF SAID LOT 2 TO THE TRUE POINT OF BEGINNING;

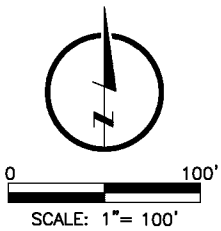
THENCE NORTH 89°50'16" EAST FOR 395.36 FEET TO THE WEST LINE OF A PROPOSED 20.00 FEET WIDE PUBLIC SANITARY SEWER EASEMENT;

THENCE SOUTH 00°09'44" EAST FOR 20.00 FEET ON THE WEST LINE OF SAID PROPOSED PUBLIC SANITARY SEWER EASEMENT;

THENCE SOUTH 89°50'16" WEST FOR 395.36 FEET TO THE WEST LINE OF SAID LOT 2;

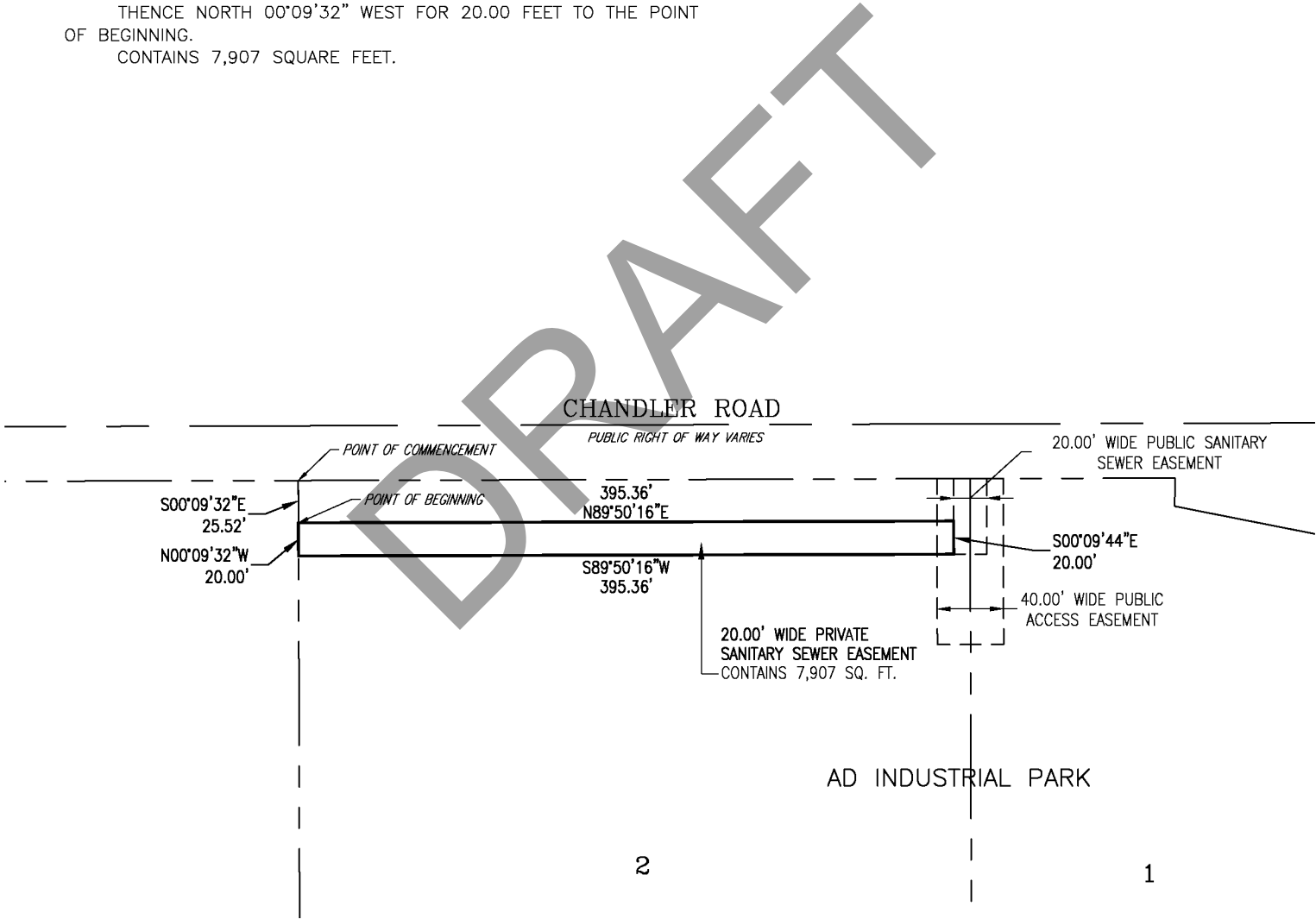
THENCE NORTH 00°09'32" WEST FOR 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,907 SQUARE FEET.



LEGEND

- EASEMENT LINE
- LOT LINE
- SECTION LINE
- EXISTING EASEMENT



LAMP
RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD., STE. 100 (402) 496.2498
NE AUTH. NO.: CA0130
FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970) 226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816) 361.0440
MO AUTH. NO.: E-2013011903 | LS-2019043127

DESIGNER / DRAFTER
MRT/RER

REVIEWER
MATT TINKHAM

PROJECT NUMBER
0123094.01

DATE
1/4/2024

SURFACE LOCATION

BOOK AND PAGE

EASEMENT
EXHIBIT

**PERMANENT EASEMENT
(Storm Sewer and Drainage)**

THIS PERMANENT EASEMENT is made as of this _____ day of _____, 2024, (hereinafter referred to as the "Effective Date") by Fenton Construction, Inc., an Iowa corporation ("Grantor").

RECITALS:

WHEREAS, Grantor is the lawful owner of Lots 2 and 3, AD Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, by virtue of the recording of this Permanent Easement (the "Easement"), the above legally described real property (hereinafter referred to individually as a "Lot" and collectively as the "Lots") shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Easement and every grantee of any interest in any said Lot, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said Lot, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Easement and shall be deemed to have consented to the terms hereof; and

WHEREAS, Grantor desires to grant for the benefit of all future owners, occupants and mortgagees of Lots 2 and 3, a permanent, non-exclusive easement, over, under and upon Lots 1 and 2 within the shaded area depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area") for the use, construction, repair, maintenance, replacement and renewal of storm sewer pipe line, drainage structures, channel and flood improvements, and/or drainage ways and other related appurtenances, together with the right of ingress and egress to and from said premises.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including the mutual grants and covenants contained herein, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby GRANT, SELL and CONVEY unto themselves and the future owners and mortgagees of the Lots 2 and 3, a perpetual, non-exclusive easement for the use, construction, repair, maintenance, replacement and renewal of storm sewer pipe line, drainage structures, channel and flood improvements, and/or drainageways and other related appurtenances, and the transmission through said sewer and/ or drainageway of storm water discharge, in, through, and under the Easement Area for

the benefit of the Lots 2 and 3, together with the right of ingress and egress to and from said premises; provided, however, that the rights herein granted to any person or entity, or anyone claiming under them, shall terminate and expire at such time as such person or entity ceases to be an owner or mortgagee of the Lots or any portion thereof, as the case may be, and such rights shall thereafter be held by the new owner or mortgagee, or anyone claiming under them. The owners of Lots 1 and 2 shall retain all rights to surface rights in the Easement Area, subject to the terms hereof. The owners of Lots 2 and/or 3, and their respective contractors and engineers shall have full right and authority to enter the Easement Area in order to perform any of the acts and functions described within the scope and purposes of such easement. In performing any maintenance or repair of said pipes, lines, apparatus, equipment, and appurtenances, or any part thereof, the owners of Lots 2 and/or 3 shall use reasonable efforts to prevent interference with use and enjoyment of the Easement Area and the surrounding real property by the owners of Lots 1 and/or 2. All work performed by the owners of Lots 2 and/or 3 shall be done in a good and workmanlike manner and in compliance with all applicable federal, state and municipal statutes, laws, rules and regulations.

It is further agreed as follows:

1. Nature of Easement. The foreclosure of any mortgage covering all or a portion of a Lot or Lots shall in no way affect or diminish any easement granted herein, for such easement shall remain in full force and effect for the benefit of the grantees described herein. The easement hereby created is not a public easement, but is a permanent, private easement for the use and benefit of the owners, future owners, occupants, and mortgagees of Lots 2 and 3. The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public generally. It is understood and agreed that the easements shall continue for so long as any Lot remains in existence.

3. Restrictions. The owners of Lots 1 and 2 agree not to place any buildings, improvements or other structures on the Easement Area, but may place paving, grass and shrubs on the Easement Area provided that such materials do not materially and detrimentally hinder the flow of water over and across the Easement Area. The owner of Lots 2 and 3 further agrees that the grade of the Easement Area shall not be changed or modified without the express approval of the owners of Lots 1 and/or 2.

4. Effect of Covenants. Each owner of a Lot, its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Easement or to which this Easement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be an easement and covenant running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such Lot owners on like manner as though the provisions, terms and restrictions of this Easement were received and stipulated at length in each and every deed of conveyance.

5. Waiver. No covenant, restriction, condition or provision of this Easement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

6. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Easement herein contained, as the case may be, shall not render the remainder of the Easement invalid, nor any other part therein contained.

7. Governing Law. This Easement shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this ____ day of _____, 2024.

Fenton Construction, Inc., an Iowa corporation

By: _____
Casey Fenton, President

STATE OF _____)
COUNTY OF _____) ss.

Before me, a Notary Public qualified for said County and State, personally came Casey Fenton, President of Fenton Construction, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this ____ day of _____, 2024.

Notary Public

MORTGAGEE'S CONSENT

The undersigned, owner and holder of a security interest in the above-described property by virtue of a Deed of Trust dated _____ and recorded on _____ as Instrument No. _____ in the Records in the office of the Register of Deeds in Sarpy County, Nebraska, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby consents to the Permanent Easement.

_____, Mortgagee

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____) ss.

Before me, a Notary Public qualified for said County and State, personally came _____ known to me to be the _____ of _____ identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this _____ day of _____, 2024.

Notary Public

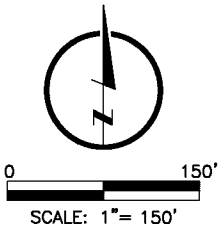
EXHIBIT "A"

DRAFT

EASEMENT EXHIBIT

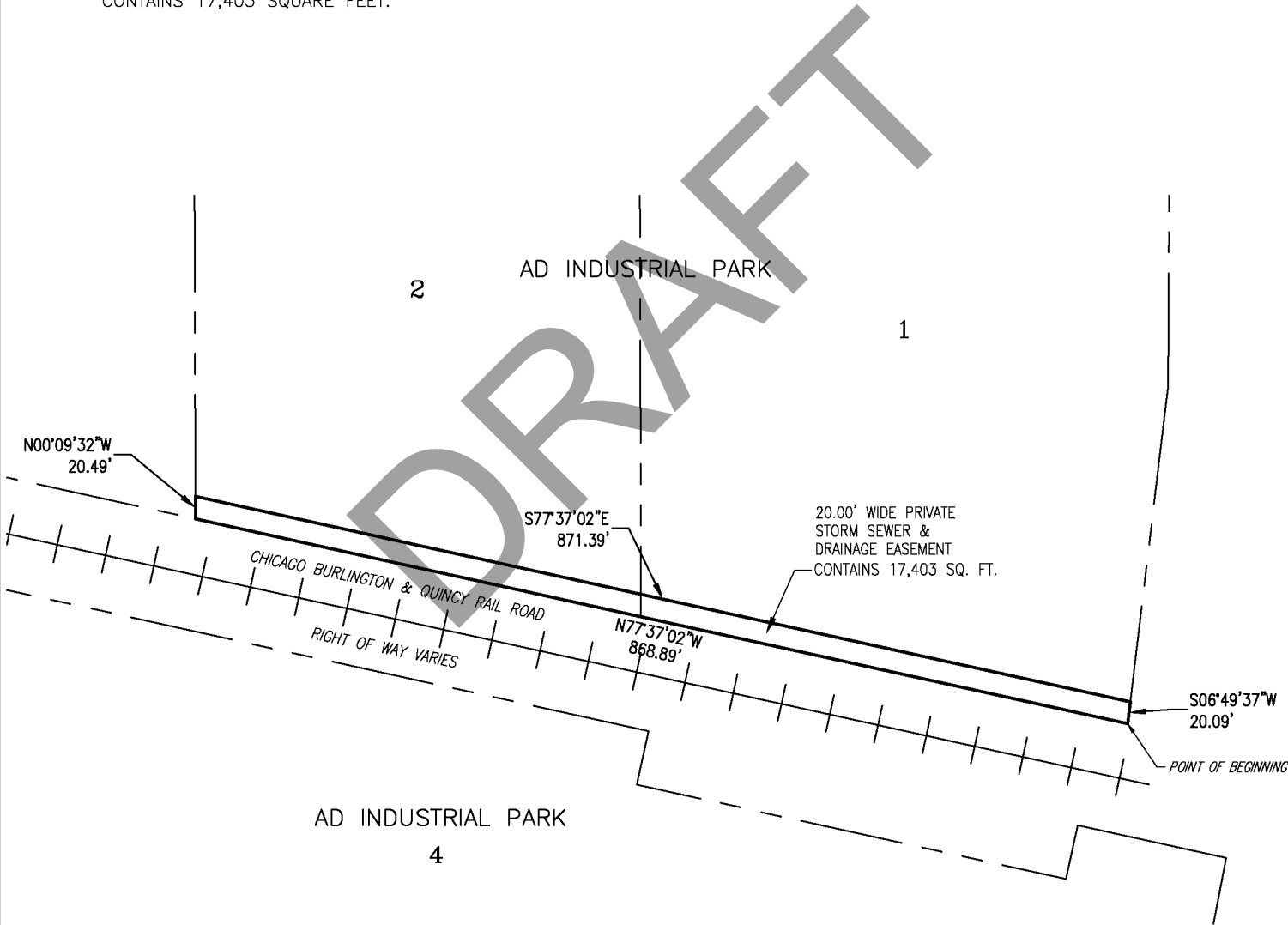
LEGAL DESCRIPTION

A PERMANENT 20.00 FEET WIDE PRIVATE STORM SEWER AND DRAINAGE EASEMENT OVER THAT PART OF LOTS 1 AND 2, AD INDUSTRIAL PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE NORTH 77°37'02" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF AD INDUSTRIAL PARK) FOR 868.89 FEET ON THE SOUTH LINE OF SAID LOTS 1 AND 2 TO THE SOUTHWEST CORNER OF SAID LOT 2;
THENCE NORTH 00°09'32" WEST FOR 20.49 FEET ON THE WEST LINE OF SAID LOT 2;
THENCE SOUTH 77°37'02" EAST FOR 871.39 FEET TO THE EAST LINE OF SAID LOT 1;
THENCE SOUTH 06°49'37" WEST FOR 20.09 FEET TO THE POINT OF BEGINNING.
CONTAINS 17,403 SQUARE FEET.



LEGEND

- EASEMENT LINE
- LOT LINE
- SECTION LINE
- EXISTING EASEMENT



LAMP
RYNEARSON
LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD. STE. 100 (402) 496-2498
NE AUTH. NO.: CA0130
FORT COLLINS, COLORADO
4715 INNOVATION DR. STE. 100 (970) 226-0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD. STE. 200 (816) 361-0440
MO AUTH. NO.: E-2013011903 | LS-2019043127

DESIGNER / DRAFTER
MRT/RER
REVIEWER
MATT TINKHAM
PROJECT NUMBER
0123094.01
DATE
1/4/2024
SURFACE LOCATION
BOOK AND PAGE

EASEMENT
EXHIBIT

AFTER RECORDING RETURN TO:

MARTIN P. PELSTER, ESQ.
CROKER HUCK LAW FIRM
2120 S 72 ST STE 1200
OMAHA NE 68124

PERMANENT EASEMENT
(Sanitary Sewer)

KNOW ALL MEN BY THESE PRESENTS:

THAT **FENTON CONSTRUCTION, INC.**, an Iowa corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **CITY OF LAVISTA, NEBRASKA**, a municipal corporation in the State of Nebraska, (hereinafter referred to as "Grantee"), its successors and assigns, a permanent easement over, under, on and across that real estate in Sarpy County, Nebraska, more particularly described on the Easement Exhibit attached hereto and incorporated herein by this reference.

The scope and purpose of this easement is for the use, construction, repair, maintenance, replacement and renewal of sanitary sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewer discharge, together with the right of ingress and egress to and from said premises. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of this easement.

By accepting and recording this permanent easement grant, said Grantee, agrees to make good or cause to be made good to the owner or owners of the

property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction of the sanitary sewer pipeline in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens. Grantor reserves the right, following construction of said sewer and appurtenances thereto, to continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed. Provided, however, that no building or other structure shall be built within the permanent easement area by Grantor, her successors or assigns, which will in any way interfere with Grantee's ability to perform its rights granted hereunder. This easement runs with the land.

Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said permanent sanitary sewer easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

[Signature page follows on next page]

_____)
_____) SS.

going instrument was executed and acknowledged by _____, 2024, by Casey Fenton Inc., an Iowa corporation, for and on behalf of _____.

Notary Public

By: _____
Casey Fenton, President

The foregoing instrument was executed and acknowledged before me this _____ day of _____, 2024, by Casey Fenton, President of Fenton Construction, Inc., an Iowa corporation, for and on behalf of the corporation.

01140340.DOC

_____)
_____) SS.

going instrument was executed and acknowledged by _____, 2024, by Casey Fenton Inc., an Iowa corporation, for and on behalf of _____.

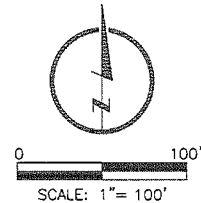
Notary Public

EASEMENT EXHIBIT

LEGAL DESCRIPTION

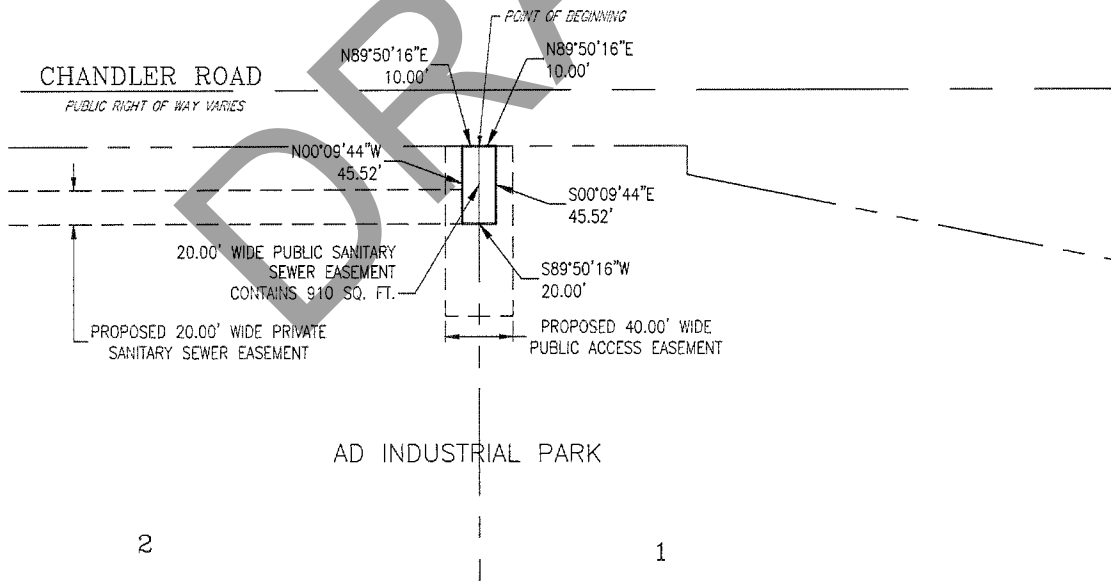
A PERMANENT 20.00 FEET WIDE PUBLIC SANITARY SEWER EASEMENT OVER THAT PART OF LOTS 1 AND 2, AD INDUSTRIAL PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1;
THENCE NORTH 89°50'16" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF AD INDUSTRIAL PARK) FOR 10.00 FEET ON THE NORTH LINE OF SAID LOT 1;
THENCE SOUTH 00°09'44" EAST FOR 45.52 FEET;
THENCE SOUTH 89°50'16" WEST FOR 20.00 FEET;
THENCE NORTH 00°09'44" WEST FOR 45.52 FEET TO THE NORTH LINE OF SAID LOT 2;
THENCE NORTH 89°50'16" EAST FOR 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 910 SQUARE FEET.



LEGEND

- EASEMENT LINE
- - - LOT LINE
- - - SECTION LINE
- - - EXISTING EASEMENT



**LAMP
RYNEARSON**

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14712 W. DODGE RD. STE. 100 (102) 466-2126
NE 48TH, INC. - 071100
FORT COLLINS, COLORADO
4715 INTERLAKEN DR., STE. 100 (970) 226-0742
KANSAS CITY, MISSOURI
20111 STATE LINE RD., STE. 200 (816) 261-0140
MID AUTH. REG. E-001001100011-00-00 (KANSAS)

DESIGNER / DRAFTER

MRT/REB

REVIEWER

MATT TINKHAM

PROJECT NUMBER

0123094.01

DATE

1/4/2024

SURFACE LOCATION

BOOK AND PAGE

EASEMENT
EXHIBIT

EXHIBIT “H”

DRAFT

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AD INDUSTRIAL PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AD INDUSTRIAL PARK ("Declaration"), is made and entered into as of the ____ day of _____, 2024 (the "Effective Date"), by FENTON CONSTRUCTION, INC., an Iowa corporation ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the current fee simple owner of AD Industrial Park, Lots 1 Through 6, inclusive, being a platting of part of Tax Lot 19 in the South Half of Section 14, Township 14 North, Range 11 East of the 6th p.m., Sarpy County, Nebraska (the "Property"); and

WHEREAS, Declarant desires to establish for its benefit and for the mutual benefit of all future Owners (as defined below) of the Lots, or any part thereof, certain mutually beneficial easements, restrictions and obligations with respect to the use, operation and maintenance of the Property, consistent with a quality unified industrial park.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, leased and conveyed subject to the following covenants, conditions, easements and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, and their successors and assigns and shall inure to the benefit of each owner or occupant thereof.

ARTICLE I
DEFINITIONS

"Improvements" shall mean all land preparation and excavation, buildings, outbuildings, structures, underground installations, slope and grade alterations, lighting, public roads, private roads, walkways, curbs, gutters, storm drains, drainage ways, utilities, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, patio areas, windbreaks, plantings, planted trees and shrubs, sidewalks, bicycle racks, planters, poles, flags, signs, storage or display areas, loading areas, docks, water retention areas, fountains, water features, ponds, recreational facilities and all other structures, land development or landscaping improvements of every type and kind.

"Lot" or "Lots" shall mean and refer to any platted lot or lots located on the Property, as may be subdivided or replatted.

"Owner" shall mean and refer to the record owner of a fee simple title to a Lot, excluding, however, those parties having such interest merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgagee).

In addition to the definitions set forth above, there are other defined terms set forth elsewhere in this Declaration. All of the recitals to this Declaration are incorporated into this Declaration as though fully rewritten here at length.

ARTICLE II

GENERAL

1. Zoning and Use Compliance. All uses and building plans on the Lots shall conform to this Declaration and any subsequent amendments thereto, and to all applicable zoning regulations of any municipal body or agency with jurisdiction over the Development.

2. Plan Approval. Commencing upon the full execution of this Declaration, before commencing any work on Improvements on any Lot (including expansions or alterations to existing Improvements), the Owner of such Lot shall first submit to the Declarant for prior written approval, the site plans, grading plans and other plans and specifications for such Lot which shall include, but not be limited to, the following items proposed to be located on the Lot (i) the footprint of any buildings or other Improvements, (ii) the vertical and horizontal dimensions for any Improvements, (iii) building architectural elevations depicting materials, (iv) exterior design, including all building materials, colors and lighting, (v) any landscaped areas, (vi) any fences, parking areas, sidewalks, access ways and entrances to the Lot. All Improvements constructed on any Lot shall be constructed in accordance with a site plan approved in accordance with this Declaration.

3. Intentionally Deleted.

4. Intentionally Deleted.

5. Performance of Construction. Each Owner shall be bound to perform all construction on its Lot or Lots (i) in accordance with the applicable plans and specifications as approved by the Declarant, (ii) in a good and workmanlike manner, using new and first-class materials, (iii) in accordance with all applicable laws, ordinances, rules and regulations of all governmental and quasi-governmental agencies and authorities having jurisdiction over such construction, (iv) only after having procured and paid for authorizations of the various departments and governmental agencies having jurisdiction and (v) in accordance with the terms and provisions of this Declaration. Each Owner shall be responsible for providing staging and parking areas on its Lot for its construction workers. The Owners shall keep other Lots free from debris and shall repair or replace any damaged by Owner or its agents, employees or contractors. The Owners in the performance of their construction shall not (i) cause any unnecessary or unreasonable increase in the cost of construction of any other Owner, (ii) unreasonably interfere with any other construction being performed on the Property, or (iii) unreasonably impair the use, occupancy or enjoyment of the Property or any part thereof.

6. Indemnity. Each Owner shall indemnify, defend and hold harmless the other Owners from and against all claims and all costs, expenses and liabilities incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of any mechanic's liens or other claims regarding materials supplied or work performed, or the death of, or any accident, injury, loss or damage whatsoever caused to, any person or to the property of any person, as shall occur by reason of the performance of any construction by or at the request of the indemnitor, except for claims caused by the gross negligence or willful act or omission of the indemnitee, its licensees, concessionaires, agents, servants or employees. If any mechanic's, materialman's or other similar lien shall at any time be filed against any part of the Property on account of any work, labor or services performed or claimed to have been performed or on account of any materials furnished or claimed to have been furnished, for or at the direction of an Owner, such Owner shall, without cost or expense to any other Owner, cause the same to be discharged of

record by payment, bond, order of a court of competent jurisdiction within thirty (30) days after the filing of said lien.

7. Intentionally Deleted.

8. Parking. On-Street parking and loading is not permitted. All parking must be accommodated on the individual lots within the industrial park. All such parking areas shall be covered with a paved surface.

9. Exterior Lighting. Exterior lighting to be erected or altered on any site or structure shall be subject to approval from Declarant, which shall not be unreasonably withheld.

10. Landscaping. All areas on any site not used for building, storage, parking, walks, access roads, and loading areas shall be suitably graded and drained, seeded or sodded, and maintained in grass and landscaped areas with groundcover, flowers, trees and shrubs. Landscape plans must be submitted as part of the required site plan for approval by the City prior to building construction. Required landscaping must be completed within 12 months of building occupancy.

11. Signs. No signs other than product or company identification signs and directional signs shall be permitted on the described property. Corporate identity signs must be placed on a building façade or on a ground mounted panel. No roof mounted billboards will be permitted. Ground mounted corporate signs must be placed on panels with a solid base constructed of materials used on the visible elevations of the building (aluminum, glass, masonry or steel). Sign lighting, if desired, must be ground mounted hidden from view from the street. Individual letters may be internally illuminated.

12. Maintenance by Owners. Each Owner shall maintain or cause to be maintained, at its expense, its Lot and all Improvements completed thereon in a commercially reasonable condition generally expected for industrial parks such as the Property at all times and shall comply with all applicable health, fire, building and safety ordinances, codes, regulations and requirements applicable thereto. Each Owner's maintenance obligations under this Section shall include, but not be limited to:

(a) Keeping all landscaped areas and areas without Improvements mowed or otherwise maintained in a neat and attractive condition;

(b) Maintaining any storm sewer detention system on its Lot in good working condition;

(c) Maintaining in good condition any fencing;

(d) Operating, keeping in repair and replacing, where necessary, such lighting facilities (including lighted signs) as shall be required or permitted;

(e) In the event vertical improvements or structures are located on the Lot, maintaining all signs, all windows, doors, perimeter walls and exterior building walls (including, but not limited to, all retaining walls) and other exterior surfaces in a good condition and state of repair.

ARTICLE V
EASEMENTS

A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, _____ and any company which has been granted a franchise to provide a cable television system or telephone service within the Lots, and _____, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across easements provided for in the final plat of AD Industrial Park which is filed in the Register of Deeds of Sarpy County, Nebraska (Instrument No. _____).

ARTICLE VII **MISCELLANEOUS**

1. Nature and Effect. Each and all of the easements, covenants, conditions, restrictions and provisions contained in this Declaration:

(a) are made for the direct, mutual and reciprocal benefit of the Declarant and the Owners of the Lots;

(b) create mutual equitable servitudes upon each Lot in favor of the other Lots, except as otherwise specifically set forth herein;

(c) constitute covenants running with the land; and

(d) shall bind every person or entity having any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, condition, restriction or provision in question, or to the extent that such easement, covenant, condition, restriction or provision is to be performed on such portion.

2. Enforcement. The Declarant or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, but shall be automatically renewed for successive periods of five (5) years each unless terminated as provided below. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof.

4. Assignment. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Declarant shall appoint another entity, or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Severability. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration as of the day and year first written above.

**FENTON CONSTRUCTION, INC.,
an Iowa corporation,**

By: _____
Casey Fenton, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of July, _____, 2024, before me, a Notary Public in and for said county and state, personally appeared Casey Fenton, who executed the foregoing Declaration and acknowledged that he was duly authorized and did execute the same as President of Fenton Construction, Inc., on behalf of the company.

Notary Public

01132195.DOCX

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
RIGHT OF WAY AGREEMENT – CITY OF OMAHA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve the Right of Way Agreement with the City of Omaha for certain permanent and temporary easements related to the construction of City of Omaha Public Works' Giles Road Syphon Replacement – South 110th Street and Harry Anderson Avenue project, and to provide maintenance access for said sanitary sewer assets upon completion of the project.

FISCAL IMPACT

The City of Omaha is to compensate the City of La Vista \$6,970 for said easements.

RECOMMENDATION

Approval.

BACKGROUND

As part of the City of Omaha's Giles Road Syphon Replacement – South 110th and Harry Anderson Avenue project, the City of Omaha is acquiring temporary and permanent easement to construct and then to maintain said replacement syphon via accessing the City of La Vista owned Parcel 011572173, or Outlot A, Harrison Hills at approximately 118th Street and Olie Street. As the Omaha sewer outfall serves many residences and business within the Extra Territorial Jurisdiction and Corporate Limits of the City of La Vista, Public Works supports and recommends these easements be executed.

The agreement and easements are attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A RIGHT OF WAY AGREEMENT WITH THE CITY OF OMAHA FOR CERTAIN PERMANENT AND TEMPORARY EASEMENTS.

WHEREAS, the Mayor and City Council of the City of La Vista find it necessary to do certain permanent and temporary easements related to the construction, operation, and maintenance of certain sanitary sewer improvements for the City of Omaha, Nebraska; and

WHEREAS, these sanitary sewer improvements are necessary to the extend the service life of the sewer while providing sufficient access for operations and maintenance of said sewer assets; and

WHEREAS, the City of Omaha is to compensate the City of La Vista \$6,970.00 for said easements; and

WHEREAS, these sanitary sewer improvements are mutually beneficial to the City of La Vista as certain properties within the City Corporate Limits and Extraterritorial Jurisdiction are served by said sanitary sewer outfall; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Right of Way Agreement with the City of Omaha for certain permanent and temporary easements sanitary sewer improvements near the southeast corner of Outlot A, Harrison Hills in a form satisfactory to the City Administrator or designee.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

FOR OFFICE USE ONLY	
Fed. Project No.:	00
Project Name:	Giles Road Siphon Replacement - South 110th and Harry Anderson Avenue
City Project No.:	OPW 53538
Tract No.:	2
Parcel Address:	PIN 011572173

RIGHT OF WAY AGREEMENT AND ACCEPTANCE CORPORATION

THIS RIGHT OF WAY AGREEMENT AND ACCEPTANCE, hereinafter known as "Agreement," is made and entered into this _____ day of _____ 2024 by and between **City of La Vista, a Municipal Corporation in the State of Nebraska**, hereinafter known as "GRANTOR," and the **City of Omaha, Nebraska**, a Municipal Corporation, hereinafter known as "GRANTEE."

WITNESSETH:

WHEREAS, GRANTOR is the owner of certain real property which is legally described as Outlot A, Harrison Hills, City of La Vista, Sarpy County, Nebraska, as indicated by Sarpy County Register of Deeds Instrument No. **011572173** ("Property"), and

WHEREAS, for the consideration herein expressed and as complete consideration for the grant of the following applicable nonexclusive property rights, land acquisition, and/or easement(s) legally described in Exhibit 1 attached hereto, GRANTEE agrees to pay GRANTOR the following:

Permanent Easement	\$2,900.00
Temporary Easement	\$4,070.00
TOTAL AMOUNT	\$6,970.00

(together the Permanent Easement and Temporary Easement sometimes are referred to herein as "Easements", and areas encompassed within the Easements shall be referred to as "Easement Areas"). It is further agreed as follows:

- 1) That GRANTEE agrees to purchase the applicable nonexclusive property rights, land acquisition, and/or easement(s), as listed above, over, under, across, and through the Property for ingress, egress and connection with the construction of **Giles Road Siphon Replacement - South 110th and Harry Anderson Avenue** ("Project") upon the delivery of the applicable documents in the form of an executed Warranty Deed (land acquisition), Permanent Easement, and/or Temporary Easement. If so desired, GRANTOR shall have the right to receive 100% of the final payments due under this Agreement prior to vacating the Property being acquired for a total land acquisition, if applicable.
- 2) That it is agreed and understood that upon payment of said consideration GRANTEE is hereby granted an immediate nonexclusive right of entry upon the Property.
- 3) That GRANTEE acknowledges that (i) the Property and GRANTOR's interest in the Property may be subject to rights or interests of other persons ("Third Party Interests"), and (ii) GRANTOR does not give any representations, warranties or guarantees regarding any such Third Party Interests or their affect on the Easements or rights of GRANTEE under such Easements.

- 4) That GRANTOR agrees not to subsequently encumber the aforementioned property rights, land acquisition, and/or easement(s), nor create any other interests therein, in a manner that interferes with GRANTEE'S rights granted under the Easements.
- 5) GRANTEE shall construct, maintain, replace and repair all improvements and carry out all work within the Easement Areas in a good and workmanlike manner, condition and repair.
- 6) Rights granted pursuant to this Agreement shall be subject to any improvements, access, use, or rights with respect to the Property or Easement Areas existing on the date that GRANTOR delivers the Easements to GRANTEE ("Preexisting Improvements or Uses"), and GRANTEE, in any access, use, work or improvements within the Easement Areas or in connection with the Easements, shall not damage, destroy, or interfere with any such Preexisting Improvements or Uses, or any other property, improvements or rights.
- 7) GRANTEE agrees to indemnify and defend GRANTOR, its affiliates, and its and their respective members, partners, directors, officials, officers, employees, and agents from and against any causes of action, claims, costs or expenses ("Claims") which arise out of occupation and use of the Easement Area by GRANTEE, its employees, agents, or contractors, including without limitation defending at GRANTEE'S expense any Claims which may be asserted against the property in the Easement Area or by any person claiming an interest in the Easement Area, unless such Claims are caused by the negligence of GRANTOR, its partners, directors, officers, employees, contractors, or agents. In so agreeing to this section 7, neither party waives any privileges, rights, defenses, procedural safeguards, claim prerequisites, or immunities it has under the Political Subdivisions Tort Claims Act., Neb. Rev. Stat. § 13-901, et seq., and other Nebraska statutes and laws, including, but not limited to Neb. Rev. Stat. § 14-804, et seq and 16-726 et seq. Further, GRANTEE does not agree to pay for any attorney fees, costs, or expenses for legal counsel not employed by GRANTEE.
- 8) That this Agreement shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this Agreement shall terminate upon the payment of \$10.00 by GRANTEE to GRANTOR.
- 9) That this Agreement may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute one and the same Agreement.
- 10) That the consideration amount listed in this Agreement shall also be listed on each respective Permanent Easement, Temporary Easement, and/or Purchase Agreement (land acquisition), as applicable, which are incorporated into this document herein by reference, and under no circumstances shall payment be made twice.
- 11) Provisions of this Agreement shall survive notwithstanding any closing or provisions of the Easements or any other agreements, documents or instruments to the contrary, except if such contrary provisions expressly refer to this Section 11, or if this Agreement is terminated pursuant to Section 8 above.

**THIS IS A LEGAL AND BINDING AGREEMENT, CONTINGENT UPON THE
FOLLOWING CONDITIONS - PLEASE READ IT.**

The representative of the Public Works Department, City of Omaha, Nebraska, in presenting this Agreement has given GRANTOR a copy and explained all of its provisions. A complete understanding and explanation have been given of the terminology, phrases, and statements contained in this Agreement. It is understood that no promises, verbal agreements, or understandings, except as set forth in this Agreement, will be honored by the Public Works Department, City of Omaha, Nebraska. GRANTEE reserves the absolute right to terminate this Agreement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Agreement.

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) and these presents to be signed by its respective officers this _____ day of _____, 2024.

City of La Vista

(Name of Corporation)

AUTHORIZED OFFICER:

AUTHORIZED OFFICER:

(Print Name and Title)

(Print Name and Title)

Signature

Signature

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

(Corporate Seal)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County, personally came

(Name/Title)

of **City of La Vista**, a Municipal Corporation in the State of Nebraska, and

(Name/Title)

of said Corporation, to me personally known to be the respective officers of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

Notary Seal:

NOTARY PUBLIC

CITY OF OMAHA PUBLIC WORKS DEPARTMENT

Real Estate Specialist

Date

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2024, before me, a Notary Public, in and for said County, personally came the above named:

Real Estate Specialist

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her, or their voluntary act and deed for the purpose therein stated.

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

Notary Seal:

NOTARY

PUBLIC

EXHIBIT 1

TEMPORARY EASEMENT LEGAL DESCRIPTION

A PART OF OUTLOT A, HARRISON HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST CORNER OF SAID OUTLOT A; THENCE NORTH 43°20'11" WEST ALONG THE SOUTHWESTERLY LOT LINE OF SAID OUTLOT A, 421.73 FEET; THENCE NORTH 46°37'22" EAST, 119.34 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY LINE OF OLIVE STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE ON A 275.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY WITH AN ARC LENGTH OF 80.42 FEET AND WHOSE CHORD BEARS SOUTH 66°42'21" EAST, 80.14 FEET TO THE NORTHEASTERLY CORNER OF SAID OUTLOT A; THENCE SOUTH 14°54'12" WEST ALONG THE EASTERLY LINE OF SAID OUTLOT A, 30.72 FEET; THENCE SOUTH 43°20'11" EAST ALONG SAID EASTERLY LINE, 354.22 FEET TO THE SOUTHEASTERLY CORNER OF OUTLOT A AND TO A POINT OF CURVATURE ON THE NORTHERLY LINE OF CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE ON A 2,914.79 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY WITH AN ARC LENGTH OF 126.96 FEET AND WHOSE CHORD BEARS SOUTH 56°42'33" WEST, 126.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 54,855 SQUARE FEET, MORE OR LESS, INCLUDING 9,643 SQUARE FEET, MORE OR LESS, OF PERMANENT EASEMENT.

CITY OF OMAHA PUBLIC WORKS DEPARTMENT

Owner(s): THE CITY OF LA VISTA
NEBRASKA



Temporary Easement: 45,212 S.F.

Address: PIN 011572173

Project No. OPW 53538

Project Name: Giles Rd Siphon Replacement - S. 110th & Harry Anderson Ave

Tract No. 2

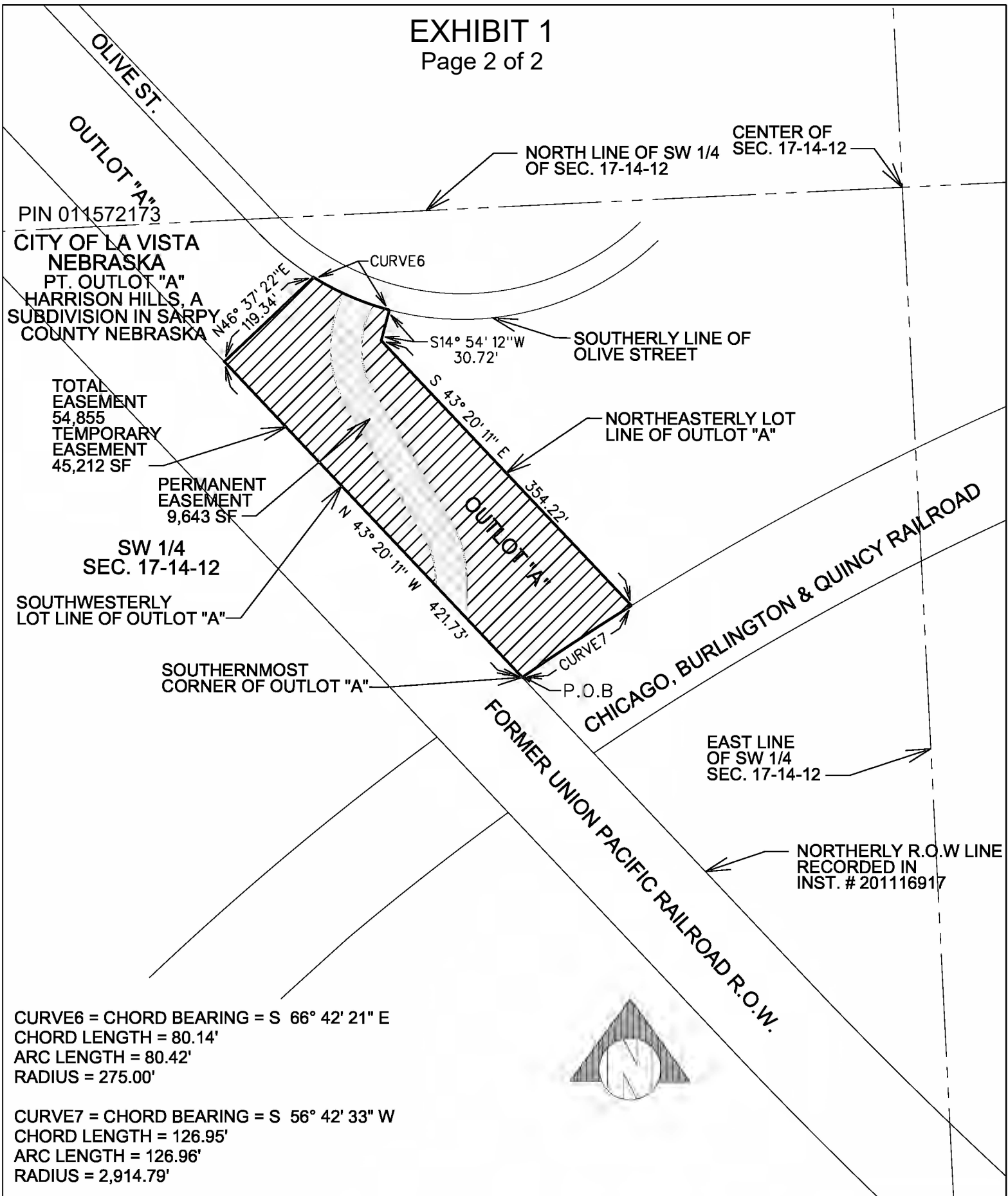
Date Prepared: 9/19/2022

Revision Date(s):

Page 1 of 2

EXHIBIT 1

Page 2 of 2



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



TEMPORARY EASEMENT: 45,212 S.F.

TRACT NO.: 2

PROJECT NO.: OPW 53538

PREPARE DATE: 9/19/2022

REVISION DATE:

EXHIBIT 1

PERMANENT EASEMENT LEGAL DESCRIPTION

A PART OF OUTLOT A, HARRISON HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERNMOST CORNER OF SAID OUTLOT A; THENCE NORTH 43°20'11" WEST ALONG THE SOUTHWESTERLY LOT LINE OF SAID OUTLOT A, 78.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LOT LINE NORTH 43°20'11" WEST, 43.88 FEET; THENCE NORTH 0°12'43" WEST, 6.04 FEET; THENCE NORTHERLY ALONG A 85.00 FOOT RADIUS CURVE CONCAVE WESTERLY WITH AN ARC LENGTH OF 45.55 FEET AND WHOSE CHORD BEARS NORTH 15°33'56" WEST, 45.01 FEET; THENCE NORTH 30°55'08" WEST, 143.06 FEET; THENCE NORTHERLY ALONG A 115.00 FOOT RADIUS CURVE CONCAVE EASTERLY WITH AN ARC LENGTH OF 116.72 FEET AND WHOSE CHORD BEARS NORTH 1°50'40" WEST, 111.77 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY LINE OF OLIVE STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE ON A 275.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY WITH AN ARC LENGTH OF 30.21 FEET AND WHOSE CHORD BEARS SOUTH 68°25'58" EAST, 30.20 FEET; THENCE SOUTHERLY ALONG A 85.00 FOOT RADIUS CURVE CONCAVE EASTERLY WITH AN ARC LENGTH OF 89.24 FEET AND WHOSE CHORD BEARS SOUTH 0°50'29" EAST, 85.20 FEET; THENCE SOUTH 30°55'08" EAST, 143.06 FEET; THENCE SOUTHERLY ALONG A 115.00 FOOT RADIUS CURVE CONCAVE WESTERLY WITH AN ARC LENGTH OF 61.63 FEET AND WHOSE CHORD BEARS SOUTH 15°33'56" EAST, 60.90 FEET; THENCE SOUTH 0°12'43" EAST, 38.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 9,643 SQUARE FEET, MORE OR LESS.

CITY OF OMAHA PUBLIC WORKS DEPARTMENT

Owner(s): THE CITY OF LA VISTA
NEBRASKA



Permanent Easement: 9,643 S.F.

Address: PIN 011572173

Project No. OPW 53538

Project Name: Giles Rd Siphon Replacement - S. 110th & Harry Anderson Ave

Tract No. 2

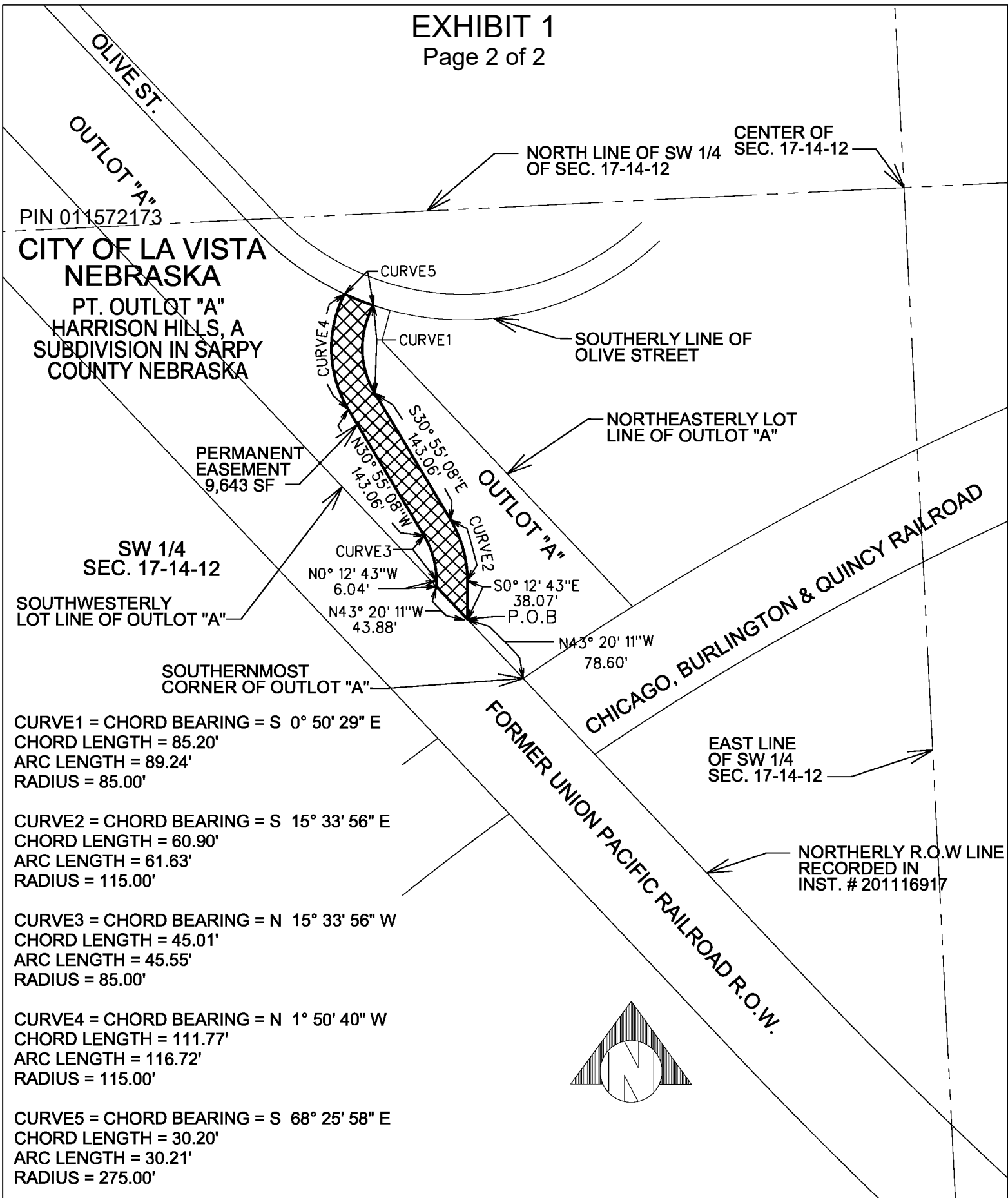
Date Prepared: 9/19/2022

Revision Date(s):

Page 1 of 2

EXHIBIT 1

Page 2 of 2



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



PERMANENT EASEMENT: 9,643 S.F.

TRACT NO.: 2

PROJECT NO.: OPW 53538

PREPARE DATE: 9/19/2022

REVISION DATE:

FOR OFFICE USE ONLY	
Fed. Project No.:	00
Project Name:	Giles Road Siphon Replacement - South 110th and Harry Anderson Avenue
City Project No.:	OPW 53538
Tract No.:	2
Parcel Address:	PIN 011572173

TEMPORARY EASEMENT CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

THAT City of La Vista, a Municipal Corporation in the State of Nebraska, hereinafter referred to as “GRANTOR,” (whether one or more) for and in consideration of the sum of **Four thousand seventy and 00/100 dollars (\$4,070.00)** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Omaha, Nebraska**, a Municipal Corporation, hereinafter referred to as “GRANTEE,” and to its successors, contractors, and assigns, including public utilities and their contractors and assigns, a nonexclusive Temporary Easement (“Easement”) legally described in Exhibit 1 attached hereto (“Easement Area”) for the right to enter upon and use for working space, and appurtenances thereto, for the construction of **Giles Road Siphon Replacement - South 110th and Harry Anderson Avenue** (“Project”), in, under, and through the parcel of land legally described as Outlot A, Harrison Hills, City of La Vista, Sarpy County, Nebraska, as indicated by Sarpy County Register of Deeds Instrument No. **011572173**, (“Property”)

It is further agreed as follows:

- 1) That this Easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this Easement not to exceed 1.5 year(s) or 548 calendar days from the date construction begins.
- 2) That should GRANTEE experience delays in the construction or delivery of materials for the proposed improvements, GRANTEE may, at its discretion and with a written notification to GRANTOR, extend the term of this Easement up to an additional (24) twenty-four months. Notice to extend the term of this Easement shall be from GRANTEE to GRANTOR at least 30 days in advance of the expiration of the initial term of this Easement. In the event GRANTEE exercises this option, GRANTOR shall be paid additional consideration based on the per diem rate of the original offer.
- 3) That said Easement is granted upon the condition that GRANTEE, in connection with construction of the Project, may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, and trees within the Easement Area as necessary for construction; provided, GRANTEE shall replace and restore all such improvements to the condition and quality existing before such construction commenced.
- 4) That GRANTEE shall cause any trench made on said Easement Area to be properly refilled and shall cause the area or any improvements removed or disturbed under or otherwise in connection with this Temporary Easement Agreement (“Agreement”) to be replaced and restored to like condition upon completion of construction or work in the Easement Area, and to the condition and quality existing before the trench, construction or work commenced.

- 5) That this Easement is also for the benefit of, and shall be binding on, any contractor, agent, employee, public utility company, or representative of GRANTEE in connection with the Project.
- 6) That said GRANTOR and its heirs, executors, and administrators, does confirm with said GRANTEE and its successors, contractors, and assigns, including public utilities and their contractors and assigns, that GRANTOR is well-seized in fee of the Property, and that they have the right to grant and convey this Easement in the manner and form aforesaid.
- 7) That GRANTEE reserves the absolute right to terminate this Agreement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Agreement.
- 8) That it is agreed and understood that GRANTEE is hereby granted an immediate right of entry upon the Property solely for the purposes of furthering the Project described herein, and subject to all other provisions of this Agreement.
- 9) That this Agreement shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this Agreement shall terminate upon the payment of \$10.00 by GRANTEE to GRANTOR.

NOTARY AND SIGNATURES ON FOLLOWING PAGE

EXHIBIT 1

TEMPORARY EASEMENT LEGAL DESCRIPTION

A PART OF OUTLOT A, HARRISON HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST CORNER OF SAID OUTLOT A; THENCE NORTH 43°20'11" WEST ALONG THE SOUTHWESTERLY LOT LINE OF SAID OUTLOT A, 421.73 FEET; THENCE NORTH 46°37'22" EAST, 119.34 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY LINE OF OLIVE STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE ON A 275.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY WITH AN ARC LENGTH OF 80.42 FEET AND WHOSE CHORD BEARS SOUTH 66°42'21" EAST, 80.14 FEET TO THE NORTHEASTERLY CORNER OF SAID OUTLOT A; THENCE SOUTH 14°54'12" WEST ALONG THE EASTERLY LINE OF SAID OUTLOT A, 30.72 FEET; THENCE SOUTH 43°20'11" EAST ALONG SAID EASTERLY LINE, 354.22 FEET TO THE SOUTHEASTERLY CORNER OF OUTLOT A AND TO A POINT OF CURVATURE ON THE NORTHERLY LINE OF CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE ON A 2,914.79 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY WITH AN ARC LENGTH OF 126.96 FEET AND WHOSE CHORD BEARS SOUTH 56°42'33" WEST, 126.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 54,855 SQUARE FEET, MORE OR LESS, INCLUDING 9,643 SQUARE FEET, MORE OR LESS, OF PERMANENT EASEMENT.

CITY OF OMAHA PUBLIC WORKS DEPARTMENT

Owner(s): THE CITY OF LA VISTA
NEBRASKA



Temporary Easement: 45,212 S.F.

Address: PIN 011572173

Project No. OPW 53538

Project Name: Giles Rd Siphon Replacement - S. 110th & Harry Anderson Ave

Tract No. 2

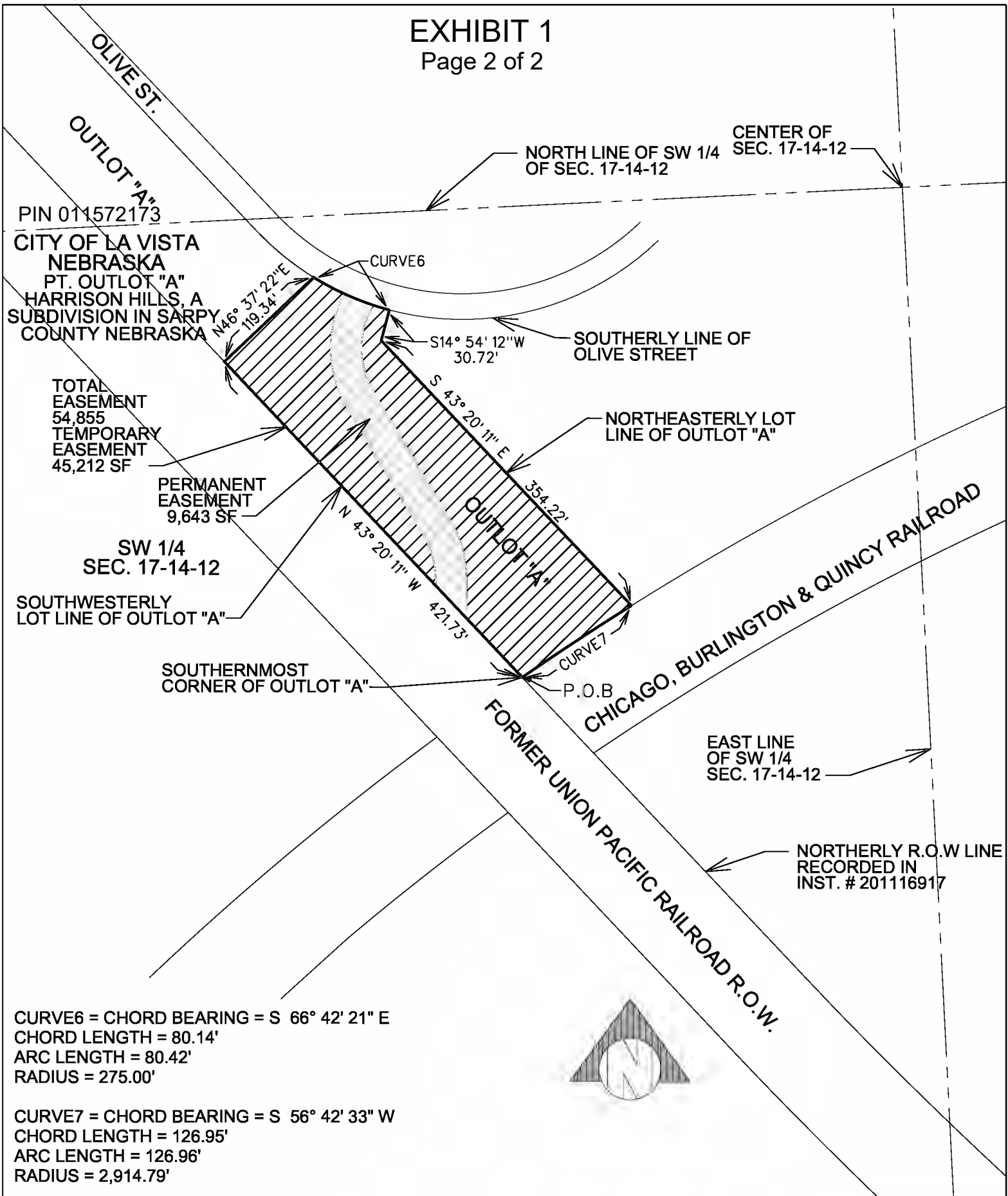
Date Prepared: 9/19/2022

Revision Date(s):

Page 1 of 2

EXHIBIT 1

Page 2 of 2



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



TEMPORARY EASEMENT: 45,212 S.F.

TRACT NO.: 2

PROJECT NO.: OPW 53538

PREPARE DATE: 9/19/2022

REVISION DATE:

When recorded return to:
City of Omaha, Nebraska
Public Works Department
Design Division
ROW Section
Kyle Dworak - Real Estate Specialist

FOR OFFICE USE ONLY	
Fed. Project No.:	00
Project Name:	Giles Road Siphon Replacement - South 110th and Harry Anderson Avenue
City Project No.:	OPW 53538
Tract No.:	2
Parcel Address:	PIN 011572173

PERMANENT ACCESS EASEMENT CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

THAT City of La Vista, a Municipal Corporation in the State of Nebraska, hereinafter known as "GRANTOR," whether one or more, for and in consideration of the sum of **Two thousand nine hundred and 00/100 dollars (\$2,900.00)** and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Omaha, Nebraska**, a Municipal Corporation, hereinafter known as "GRANTEE", and to its successors, contractors, and assigns, including public utilities and their contractors and assigns, a nonexclusive Permanent Access Easement ("Easement") legally described in Exhibit 1 attached hereto ("Easement Area") for the right of ingress and egress, in connection with the construction of **Giles Road Siphon Replacement - South 110th and Harry Anderson Avenue** ("Project") and thereafter, in, under, and through the parcel of land legally described as Outlot A, Harrison Hills, City of La Vista, Sarpy County, Nebraska, as indicated by Sarpy County Register of Deeds Instrument No. **011572173** ("Property") for the Project as constructed (together such rights referred to herein as "GRANTEE Rights").

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, for the Purposes. The GRANTOR may continue to access, use and improve the surface of the Easement Area conveyed hereby for other purposes, provided such access, uses and improvements do not interfere with GRANTEE Rights under to this Easement.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said Easement Area by GRANTOR, its heirs, successors, or assigns in a manner that interferes with GRANTEE Rights under this Easement. Improvements which may be approved by GRANTEE include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass, or shrubbery placed on said Easement Area shall be maintained by GRANTOR, its heirs, successors, or assigns.
- 2) That it is agreed and understood that after said consideration has been paid, the GRANTEE is hereby granted a nonexclusive immediate right of entry upon the Property.
- 3) That the GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of ingress and egress or otherwise under the Easement to the condition and quality existing before GRANTEE exercised such rights.
- 4) That this Easement is also for the benefit of, and shall be binding on, any contractor, agent, employee, or representative of the GRANTEE in connection with the Project.
- 5) All plans, construction, work or improvements pursuant to this Easement, or completion of any such construction, work or improvements, shall be subject to prior review and written approval of the City Engineer.
- 6) That the GRANTEE shall cause any trench made on said Easement Area to be properly refilled and shall cause the area or any improvements removed or disturbed under or otherwise in connection with this Easement to be replaced and restored to like condition and quality upon completion of construction or work in the Easement Area, and to the condition and quality existing before the trench, construction or work commenced.
- 7) That said GRANTOR and its heirs, executors, and administrators, does confirm with said GRANTEE and its successors, contractors, and assigns, including public utilities and their contractors and assigns, that the GRANTOR is well-seized in fee of the Property, and that they have the right to grant and convey this Easement in the manner and form aforesaid.
- 8) That this Easement shall run with the land and shall be binding upon and inure to the benefit and burden of the successors and assigns of the GRANTOR and the GRANTEE.
- 9) That said Easement is granted upon the condition that the GRANTEE may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, gardens, lawns, and trees within the Easement Area as necessary for construction; provided, GRANTEE shall replace and restore all such improvements as required by Section 3 above.
- 10) Grantee shall construct, maintain, replace and repair all improvements and carry out all work in the Easement Area pursuant to this Agreement in a good and workmanlike manner, condition and repair.

- 11) That the GRANTEE reserves the absolute right to terminate this Permanent Easement Agreement (“Agreement”) at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Agreement.
- 12) That no party to this Agreement shall restrict or impede the others reasonable use of this Easement Area at all times.
- 13) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Right of Way Agreement and Acceptance, Temporary Easement, and/or Purchase Agreement (together “Related Documents”), if applicable, between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as provided in this Easement or any of the Related Documents.

NOTARY AND SIGNATURES ON FOLLOWING PAGES

CITY OF OMAHA, a Municipal Corporation

ATTEST:

BY:

Elizabeth Butler,
City Clerk, City of Omaha

Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation.

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

Notary Seal:

NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation.

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

Notary Seal:

NOTARY PUBLIC

EXHIBIT 1

PERMANENT EASEMENT LEGAL DESCRIPTION

A PART OF OUTLOT A, HARRISON HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERNMOST CORNER OF SAID OUTLOT A; THENCE NORTH 43°20'11" WEST ALONG THE SOUTHWESTERLY LOT LINE OF SAID OUTLOT A, 78.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LOT LINE NORTH 43°20'11" WEST, 43.88 FEET; THENCE NORTH 0°12'43" WEST, 6.04 FEET; THENCE NORTHERLY ALONG A 85.00 FOOT RADIUS CURVE CONCAVE WESTERLY WITH AN ARC LENGTH OF 45.55 FEET AND WHOSE CHORD BEARS NORTH 15°33'56" WEST, 45.01 FEET; THENCE NORTH 30°55'08" WEST, 143.06 FEET; THENCE NORTHERLY ALONG A 115.00 FOOT RADIUS CURVE CONCAVE EASTERLY WITH AN ARC LENGTH OF 116.72 FEET AND WHOSE CHORD BEARS NORTH 1°50'40" WEST, 111.77 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY LINE OF OLIVE STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE ON A 275.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY WITH AN ARC LENGTH OF 30.21 FEET AND WHOSE CHORD BEARS SOUTH 68°25'58" EAST, 30.20 FEET; THENCE SOUTHERLY ALONG A 85.00 FOOT RADIUS CURVE CONCAVE EASTERLY WITH AN ARC LENGTH OF 89.24 FEET AND WHOSE CHORD BEARS SOUTH 0°50'29" EAST, 85.20 FEET; THENCE SOUTH 30°55'08" EAST, 143.06 FEET; THENCE SOUTHERLY ALONG A 115.00 FOOT RADIUS CURVE CONCAVE WESTERLY WITH AN ARC LENGTH OF 61.63 FEET AND WHOSE CHORD BEARS SOUTH 15°33'56" EAST, 60.90 FEET; THENCE SOUTH 0°12'43" EAST, 38.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 9,643 SQUARE FEET, MORE OR LESS.

CITY OF OMAHA PUBLIC WORKS DEPARTMENT


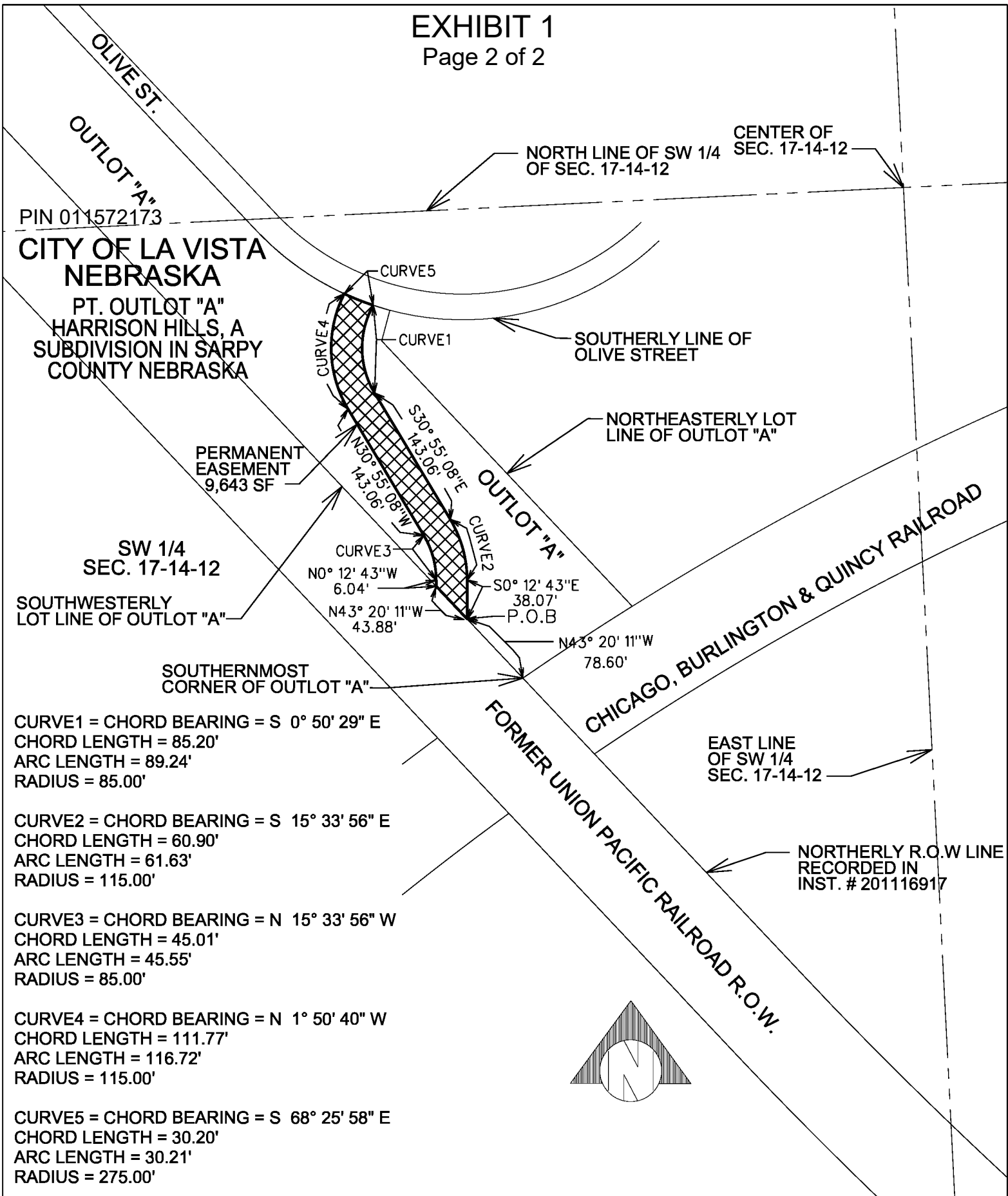
Owner(s): THE CITY OF LA VISTA NEBRASKA		Permanent Easement: _____ 9,643 S.F.
	Address: PIN 011572173	Project No. OPW 53538
	Project Name: Giles Rd Siphon Replacement - S. 110th & Harry Anderson Ave	

EXHIBIT 1

Page 2 of 2



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



PERMANENT EASEMENT: 9,643 S.F.

TRACT NO.: 2

PROJECT NO.: OPW 53538

PREPARE DATE: 9/19/2022

REVISION DATE:

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
RENEWAL OF INTERLOCAL AGREEMENT – PAPILLION CREEK WATERSHED PARTNERSHIP	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a renewal of the Papillion Creek Watershed Partnership Interlocal Agreement. *(The agreement shall become effective upon execution by all partnership members.)*

FISCAL IMPACT

The contribution breakdown for the Partnership is set forth on Exhibit “D” in the Agreement. The fee is adjusted on a periodic basis and is calculated based upon a pro-rata percentage based upon each partner entity’s population and area within their respective zoning jurisdiction. As populations growth county wide and annexations have adjusted the population and area numbers, the City of La Vista’s fee is proposed to slightly reduce from \$10,750 to \$9,500 for NRD FY 25.

RECOMMENDATION

Approval.

BACKGROUND

The Papillion Creek Watershed Partnership (Partnership) (current members are Bellevue, Boys Town, Gretna, La Vista, Omaha, Papillion, Papio-Missouri River Natural Resources District, Ralston and Sarpy County) was originally formed through an Interlocal Cooperation Agreement in 2001 that expired in 2004. The Agreement was renewed for 5-year periods in 2004, 2009, 2014, and 2019. It is proposed to again renew the Agreement. The PCWP agencies collaborate to obtain approval of their NPDES Storm Water Discharge permits, develop a Storm Water Management Plan for the watershed, and establish storm water management fees. These efforts are accomplished through the Plans and Policies set forth in the Agreement.

The Partnership reviews the Watershed Fee framework and the Watershed Management Plan every five years to make sure that there is adequate funding for plan implementation and to determine the structure projects to be included in the next implementation plan. A Watershed Fee schedule for the next five-year period has been established which has a 3% annual escalation.

Items to note in the new agreement:

- The Stormwater Management Policies have had some minor updates relevant to La Vista:
 - Policy Group #2, “Peak Flow Reduction” has been retitled “Peak Flow Management” to best align with policy intent.

- Policy Group #3, “Landscape Preservation, Restoration and Conservation” has been retitled “Stream Corridor Preservation” to best align with policy intent.
- Policy Group #3, Subpolicy 3 has been revised to require the determination of the stream setbacks to be based upon current channel survey information (within 12 months).
- Policy Group #3, Subpolicy #6 has been updated to memorialize the continued work within the Partnership to update stream setback policies, and the desire to update said policy in an interim update of the Interlocal Agreement.
- Policy Group #3 – Definition of a Stream has been revised to best align with state statute definitions.
- Policy Group #6, “Stormwater Management Financing” Subpolicy 3 was revised and Subpolicies 4-12 were eliminated to more succinctly signal the Partnership’s desire to continue to work towards establishment of a stormwater utility.

The intent of the Partnership is to establish regionally common goals and development standards to address stormwater quality and quantity issues in a consistent, effective, and efficient manner. The refinements contained in the proposed policies and plans are the Partnership’s continued collaborate efforts to provide for amenity enhancements and reduction of risk to the partner entities and to the public.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RENEWAL OF THE PAPILLION CREEK WATERSHED PARTNERSHIP INTERLOCAL AGREEMENT FOR A FIVE-YEAR PERIOD.

WHEREAS, the City Council of the City of La Vista has determined that said Watershed Partnership is necessary; and

WHEREAS, the proposed interlocal cooperation act agreement will continue this partnership for a five-year period from 2024-2028; and

WHEREAS, the FY23/FY24 Biennial Budget contains funding for the City's contribution; and

WHEREAS, this agreement provides updates to the Stormwater Management Policies;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, authorize the renewal of the Papillion Creek Partnership Interlocal Agreement for a five-year period.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP**

THIS INTERLOCAL COOPERATION ACT AGREEMENT (hereinafter referred to as “**this Agreement**”) is intended to create a voluntary mechanism for the purpose of addressing important subjects of concern to the interested governments (hereinafter referred to as “**the Interested Governments**”) situated in whole or part within the watershed of the Papillion Creek (hereinafter referred to as “**the Watershed**”), the Interested Governments consisting of the following governmental entities, to-wit: the **CITY OF BELLEVUE**, Nebraska; the **VILLAGE OF BOYS TOWN**, Nebraska; the **CITY OF GRETNA**, Nebraska; the **CITY OF LAVISTA**, Nebraska; the **CITY OF OMAHA**, Nebraska; the **CITY OF PAPILLION**, Nebraska; the **CITY OF RALSTON**, Nebraska; the **COUNTY OF SARPY**, Nebraska; and, the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**; provided, however, this Agreement is made and entered as an Interlocal Cooperation Act Agreement by and among only those of the Interested Governments which have duly executed this Agreement at the foot hereof, such signatory entities (hereinafter referred to collectively as “**the Parties**,” “**the Papillion Creek Watershed Partnership**” or “**the Partnership**”), thus signifying the intent of the Parties to act, and contribute their resources, as members of the “Papillion Creek Watershed Partnership,” which is hereinafter defined and described.

WHEREAS, the Partnership originally was formed through an Interlocal Cooperation Act Agreement dated on August 1, 2001 (hereinafter referred to as the “**Initial Agreement**”), and expiring on July 31, 2004. An Interlocal

Cooperation Act Agreement for Continuation of the Papillion Creek Watershed Partnership was approved by the Parties in 2004, 2009, 2014, and 2019 effective July 1, 2004, July 1, 2009, July 1, 2014, and July 1, 2019 respectively, for a period of five years from and after their effective date.

WHEREAS, the Partnership has accomplished the assessment of existing water quality and quantity conditions, the cooperative preparation of NPDES Permit applications, the submittal of multiple grant applications, the analysis of additional flood control, and the support of storm water utility legislation. The Partnership coordinated these issues at meetings of its members' representatives. The progress of Partnership activities was presented to the public at meetings and on a website (www.papiopartnership.org);

WHEREAS, the Partnership was instrumental in the preparation of the "Small Municipal Separate Storm Sewer Systems in Douglas and Sarpy Counties – Stormwater Management Plan" for the Watershed, (hereinafter referred to as the "**SWMP**") a true and correct copy of which is attached to this Agreement as **Exhibit "A"** and incorporated herein by this reference;

WHEREAS, by the members of the Partnership continuing to act in concert and proposing, enacting and implementing common standards, there will be continued increases in effectiveness and in cost-sharing capability within the Partnership, particularly in the capability to implement the SWMP and to address federally-imposed requirements and mandates which must be funded locally;

WHEREAS, other premises that justify the continuation of the Partnership still exist, including, without limitation, that:

- The Papillion Creek does not meet water quality standards specified by the State of Nebraska;

- The City of Omaha has a current Federal mandate to reduce combined sewer overflows;
- The Watershed has not had a major widespread storm event since the 1960s;
- The hydrology of the Watershed for the Flood Insurance Study will continue to need to be updated;
- Urbanization of the Watershed and associated impervious area have increased dramatically since the 1960s and 1970s;
- Deposition is occurring in Watershed reservoirs at unacceptable rates;
- Currently there is inadequate funding to address storm water quantity and water quality problems within the Watershed;
- The benefits of reducing existing and future flood impacts in the Watershed include: decreased public and private property damages, reduced potential loss of life, lower flood insurance costs, decreased cost to taxpayers and public agencies for flood disaster relief;
- Improvement of water quality in streams and reservoirs will result in increased fish, aquatic, and riparian habitat; recreational improvements, reduction of reservoir operation and maintenance costs; and improved aesthetics;
- Potential increased recreational opportunities from the work of the Partnership could include: green spaces (picnic areas, outdoor activities), boating, canoeing, fishing, trail systems, riparian areas for bird watching, nature hikes, education, wildlife viewing, etc.;
- Techniques which could be employed by the Partnership include: implementation of low impact development techniques and other green infrastructure to address stormwater quality and quantity issues;

facilitation of multi-use storm water structures; pursuing establishment of stormwater utility enabling legislation; minimization of future fill and construction in the FEMA-designated floodplain/floodway in the Papillion Creek Watershed; implementing better site design that minimizes impervious surfaces, utilizes techniques to mimic natural hydrology, and approximates pre-development runoff conditions; updating hydrology; formulating a master drainage plan for the Watershed; providing adequate construction and maintenance funding; buy-outs/relocations of structures in flood prone areas; providing increased upstream flood storage; enhancing public education and outreach; implementation of new construction site management practices; development of new development/redevelopment standards; implementation of an illicit discharge program; enhance environmental aspects of public street maintenance; reducing the environmental impacts of herbicide, pesticide, and fertilizer application; developing a water quality and quantity monitoring program; developing an industrial site inspection program; construction of retention/detention ponds designed for both water quantity and quality; restoration, creation and enhancement of wetlands; preservation of riparian areas; environmental restoration of streams; creation of buffer strips; use of grassed swales for drainageways; updating of design and construction standards; application of standardized ordinances/regulations throughout the Watershed; and, implementation of new set back ordinance/regulation and open drainage requirements;

- Standardization of the construction development permit process would reduce liability to landowners from flooding and erosion problems and reduce sediment runoff during construction;

- Continuation of a coordinated effort will improve compliance with federal, state, and local regulations,

WHEREAS, in carrying out its mission, the Partnership will work cooperatively with, but not limited to, the U.S. Army Corps of Engineers, the Metropolitan Area Planning Agency, the USDA Natural Resources Conservation Service, the Nebraska Game and Parks Commission, the Nebraska Department of Environmental Quality, the Nebraska Department of Natural Resources, the University of Nebraska, the University of Nebraska Cooperative Extension, and State and County Health Departments,

WHEREAS, as part of implementing the federally-imposed NPDES requirements where necessary, and to address stormwater management on a watershed-wide basis, a Watershed Management Plan, Implementation Plan and Stormwater Management Policies (hereinafter referred to collectively as the “**Plans and Policies**”) were developed through a community-based process involving the development community, Partnership members, public agencies, non-profit organizations, other stakeholder groups and the general public. The Plans and Policies developed through the Partnership consist of six (6) Policy Groups, headed as follows:

- #1 Water Quality
- #2 Peak Flow Management
- #3 Stream Corridor Preservation
- #4 Erosion and Sediment Control and Other BMPs
- #5 Floodplain Management
- #6 Storm Water Management Financing

and the texts of the Stormwater Management Policies are attached hereto as **Exhibit “B”** and incorporated herein by this reference.

WHEREAS, The Plans and Policies are intended to be adopted, in total, by the respective members of the Partnership, using their respective land use review and adoption processes (typically reviewed by a Planning Commission or Board and then review and adoption by the elected Board or Council); provided this agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations, or ordinances.

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the members of the Partnership agree as follows:

- 1. Authority:** This Agreement is an agreement for collective and cooperative action made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801, R.R.S., 1943, et seq.), without a separate entity being created, and, whenever possible, this Agreement shall be construed in conformity therewith. This Agreement shall be administered jointly by the parties, through one representative to be designated by and on behalf of each party. Each party shall separately finance and budget its own duties and functions under this Agreement. Upon termination of this Agreement, each party shall retain ownership of the property it owns at the time of termination; provided, that upon complete termination of the Agreement, the value of any property owned in trust for the Partnership shall be distributed to the Parties in proportion to their total contributions to the Partnership Fund and Watershed Fee Fund. This Agreement does not authorize the levying, collecting, or accounting of any tax.
- 2. Mission:** It shall be the mission of the Partnership to address issues related to surface water quality and storm water quantity in the Watershed

by establishing and implementing regionally common goals and standards for the development of the Watershed through 2050.

- 3. Applicability:** Members of the partnership having jurisdiction over land area outside the physical boundaries of the Watershed expect and intend that planning activities within the Watershed for projects of the Partnership will, insofar as feasible, apply universally to all such land areas as though they were located physically within the Watershed unless specifically excluded by the respective partnership member.
- 4. Goals:** The Partnership shall have as its goals:
 - a)** Assisting the parties that have NPDES stormwater permits in the implementation of those elements of the SWMP and other programs and projects that are reasonably and feasibly undertaken by collective action of the Partnership;
 - b)** Compliance with Federal, State, and local storm water quality and quantity regulations;
 - c)** Improvement of water quality in the Watershed's streams and reservoirs;
 - d)** Increased water-based recreational opportunities that result from water quality improvements in existing streams and reservoirs and associated improvements in quality of life;
 - e)** Standardization of the construction development process and evaluation of its effectiveness;
 - f)** Assessment and characterization of current water quality and quantity conditions for the watershed;
 - g)** Storm Water Management Plan update;
 - h)** Environmental compliance;
 - i)** Sediment and erosion control;

- j) Floodplain management; and,
- k) Development of and updates to the Plans and Policies.

5. **Executive Committee:** The members of the Partnership shall establish an Executive Committee consisting of one representative from each entity that is a member of the Partnership. Each representative shall have one vote and all actions of the Executive Committee shall require a recorded vote. A quorum (at least 50% of members) must be present for any action requiring a vote. Unless otherwise specified, a simple majority of those members present shall be required for approval of any proposed action. It is understood that the authority of each Executive Committee member to act on behalf of his/her respective elected board or council shall be defined by that member's respective board or council.
6. **Administering Agent:** The Executive Committee designates the Papio-Missouri River Natural Resources District (hereinafter referred to as the "NRD"), or other member of the Partnership which is willing to serve in such capacity, as Administering Agent to administer this Agreement. The Administering Agent serves at the pleasure of the Executive Committee and performs duties assigned by the Executive Committee, which may include, without limitation:
 - a) Seeking any state legislation which a majority of the parties to this Agreement determine necessary to support the work of the Partnership;
 - b) Designating such personnel and assistance which shall be deemed desirable to support the work of the Partnership;
 - c) Preparing, presenting and distributing educational materials;

- d)** Organizing meetings of members of the Partnership and interested persons to share knowledge and compare projects and programs of all involved;
- e)** In July of each year, set meetings for one year and post those meeting dates to the Partnership website and email to the Partnership members and others.
- f)** Prepare written minutes of the action items and record votes for each meeting.
- g)** Post Partnership meeting agendas 7 days prior to meeting date on Partnership website. Action items involving an expenditure of funds may not be added to an agenda following its posting.
- h)** Preparing reports on the work of the Partnership;
- i)** Entering into contracts on behalf of the Partnership as the Executive Committee directs for the performance of specific actions consistent with both the goals of this Agreement and the respective missions of members of the Partnership;
- j)** Holding and maintaining the Partnership Fund, calculating the amount of money necessary to be raised by contributions each year in order to carry out the work of the Partnership, and making requests for contributions from the members of the Partnership, all as the Executive Committee directs;
- k)** Disbursing the Partnership Fund as directed by the Executive Committee and reimbursing members of the Partnership for expenditures made on behalf of the Partnership or for the reasonable value of activities performed on behalf of the Partnership, as reasonable value is determined by the Executive Committee.

Provided, however, and notwithstanding any provisions of this agreement to the contrary, when a member of the Partnership is acting as the

Administering Agent under this Agreement and administering the directions, recommendations and requests of the Executive Committee, the governing body of the Administering Agent has the authority to make such determinations and take and implement such actions as such governing body, in its sole discretion, determines lawful, feasible and reasonable.

7. **Implementation.** The Partnership intends and agrees that the elements of the SWMP, the Plans and Policies, and other beneficial programs and projects meeting the mission and goals of this Agreement, will be implemented as follows:

- a) Responsibility for implementation of an element of the SWMP therein identified solely for individual action by a Partner will rest with the respective member(s) of the Partnership upon whom the primary duty to implement such element has been imposed by law or regulation. Regulations or ordinances implementing elements of the SWMP and the Plans and Policies will be adopted by each member of the Partnership as appropriate. The provisions of such regulations or ordinances shall indicate the geographic jurisdictional limits to which such regulation or ordinance shall apply. This agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations, or ordinances.
- b) Subject to the availability of funds, implementation of those elements of the SWMP therein identified for action by the Partnership or individual partners and identified in the table attached hereto as **Exhibit “C”** and incorporated herein by reference shall be voluntarily undertaken by the Partnership collectively; provided, however, no voluntary collective undertaking by the Partnership shall be deemed to relieve a member of the

Partnership of a primary duty imposed upon such member by law or regulation.

- c) Any elements of the SWMP, alternatively, may be voluntarily undertaken by the Partnership collectively if the Executive Committee determines that such course of action is reasonable and feasible.
- d) If the Executive Committee determines that such course of action is reasonable and feasible, the Partnership may voluntarily and collectively undertake beneficial programs and projects meeting the mission and goals of this Agreement.

8. Funding: Funding shall be administered as follows:

- a) The Partnership Fund, established by the Initial Agreement, shall continue to be held by the Administering Agent in an interest-bearing account in trust for the members contributing thereto, in proportion to their contributions, and shall be expended as the Executive Committee directs to meet the mission and goals of this Agreement, establishing mechanisms for long-term funding and authorization for additional planning and implementation of such programs and projects, and for performance of other activities described in this Agreement. The Partnership Fund shall be funded and administered as follows:
 - i) On or before the first day of July after the effective date of this Agreement, each member of the Partnership shall make a contribution to the Partnership Fund in the amount shown, opposite such member's name, in the third column of the table attached hereto as **Exhibit "D"** and incorporated herein by For subsequent years during the term of this Agreement, the

Administering Agent shall request total annual contributions which shall not exceed \$369,000 from the members of the Partnership in the amounts necessary to carry out the work of the Partnership. The amounts of such subsequent-year contributions shall be determined by the Executive Committee prior to the first day of April of such subsequent year and paid by the members of the Partnership before the first day of July of such subsequent year. These subsequent-year contributions shall be \$90,000 for the NRD and a computed percentage of the total annual contributions for each of the remaining members, as shown in Exhibit D.

- ii) Each year during the term of this Agreement, and from time to time as any member of the Partnership may reasonably request, the Administering Agent shall furnish to the members of the Partnership written statements of the condition of the Partnership Fund.
 - iii) Grants or contributions made by non-members of the Partnership shall not be deemed to offset or diminish the obligations of the members of the Partnership under this Agreement.
 - iv) If any member of the Partnership fails to contribute to the Partnership Fund as requested pursuant to this Agreement, such member's involvement and membership in the Partnership shall be terminated upon written notice of termination given by the Administering Agent to such member.
- b)** The Watershed Fund shall be comprised of Watershed Management Fees and NRD general property tax dollars to equitably distribute

the capital cost of implementing structural water quality and quantity controls among new development or significant redevelopment within the watershed and to the general public. Based on an initial framework and rates set for Watershed Management Fees (hereinafter referred to as “**Watershed Fees**”) defined in Policy Group #6 in the Stormwater Management Policies, the Partnership does hereby agree to implement the Watershed Management Plan and Implementation Plan, , attached hereto as **Exhibit “E”** and **Exhibit “F”** respectively, and both incorporated herein by reference, or as may be amended in three (3) to five (5) year increments through provisions in this Agreement, as follows:

- i) The cities of BELLEVUE, GRETNA, LAVISTA, OMAHA, PAPILLION and RALSTON, AND the County of SARPY (all hereinafter referred to collectively as “**zoning jurisdictions**”) agree to collect Watershed Fees from new development or significant redevelopment within the Papillion Creek Watershed, such Watershed Fees to be collected and earmarked specifically for construction of regional detention structures and water quality basins, as follows, to-wit:
 - a) Each zoning jurisdiction shall adopt a regulation or ordinance authorizing the collection of the Watershed Fees, according to Exhibit G or as specified in a previous agreement, for new development and significant redevelopment and authorizing the transfer of such fees to the NRD, consistent with the provisions of this Agreement.

- b) On or before July 1st of each calendar year, each zoning jurisdiction shall remit to the NRD the Watershed Fees paid to or collected by such zoning jurisdiction on or before June 1st of such calendar year. Such Watershed Fees received by the NRD shall be held by the NRD in a separate, interest-bearing account, to be known as the “Watershed Fund,” in trust for the members of the Partnership contributing thereto in proportion to their contributions, earmarked specifically for construction by the NRD of regional detention structures and water quality basins and expended by the NRD as further provided in this Agreement.
- c) Each zoning jurisdiction shall, in general, adopt a framework consisting of three Watershed Fee classifications, to-wit:
 - (1) “Single Family Residential Development” (generally consisting of single-family and multi-family dwelling units up to 4-plexes, or as otherwise determined by the zoning jurisdiction). It is assumed that the density of single-family development will be 3.5 residential units per acre. Watershed Fees shall be assessed per dwelling unit or equivalent prorated average area of lot basis; as shown in the table in Exhibit G and,
 - (2) “High-Density Multi-Family Residential Development” (consisting of other multi-family residential dwelling units determined by the local zoning jurisdiction to represent High density

development) shall be assessed per gross acre as shown in the table in Exhibit G and shall be proportionately indexed to “Single Family Residential Development” in terms of the potential to generate stormwater surface runoff. Such “High-Density Development” Watershed Fees shall be 1.25 times “Single Family Residential Development” Watershed Fees when considered on an estimated dwelling unit per gross acre basis.

(3) Commercial/Industrial/Institutional

Development shall be assessed per gross acre as shown in the table in Exhibit G and shall be proportionately indexed to “Single Family Residential Development” in terms of the potential to generate stormwater surface runoff. Such Commercial/Industrial Watershed Fees shall be 1.5 times “Single Family Residential Development.”

- d) At approximately three (3) to five (5) year intervals, the Partnership and the development community shall review the Watershed Fees framework and rates, the Watershed Management Plan and the Implementation Plan with respect to availability of needed funds and rate of development within the Watershed. Subsequent changes to the Watershed Fees framework and rates, Watershed Management Plan, and Implementation

Plan, indicated by such review, shall be subject to formal approval by the respective local zoning jurisdictions and the NRD.

ii) The NRD agrees, subject to the availability of funding, to construct the regional detention structures and water quality basins in accordance with the Watershed Management Plan and Implementation Plan as follows:

a) The NRD shall establish a Watershed Fund and utilize the Watershed Fees received to pay approximately one-third ($1/3$) of required capital costs of constructing the regional detention structures and water quality basins, including the cost of obtaining necessary land rights. The remaining approximately two-thirds ($2/3$) of such capital costs shall be paid by the NRD from the proceeds of its general property tax levying authority and from contributions from developers and other cooperators that the NRD may be able to obtain.

9. Title to Property. Title to any tangible property (e.g., monitoring equipment) obtained using funds contributed by members of the Partnership pursuant to this Agreement shall be held in the name of the Administering Agent in trust for the members of the Partnership in proportion to their total contributions to the Partnership Fund and Watershed Fee Fund.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies

of this Agreement, as executed, shall be maintained as part of the records of the Administering Agent.

- 11. Effective Date:** This Agreement shall become effective on July 1, 2024.
- 12. Duration of Agreement:** This Agreement shall be in effect for a period of five (5) years from and after its effective date.
- 13. Termination.** Involvement of any member of the Partnership with the Partnership, and responsibilities under this Agreement, may be terminated by such member without cause effective upon 60 days written notice to the other members of the Partnership. Termination of a member's involvement with the Partnership pursuant to this Agreement shall not operate to terminate this Agreement nor shall it affect any rights obtained under this Agreement, prior to such notice of termination being given, for costs incurred or moneys advanced, or for actions taken or responsibilities assumed, by another member of the Partnership during the term of and pursuant to this Agreement.
- 14. Additional Planning and Implementation.** The members of the Partnership may amend or supplement this Agreement from time to time as may be deemed necessary to provide long-term funding and authorization for additional planning and implementation of beneficial programs and projects to meet the mission and goals of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the members of the Partnership pursuant to resolutions duly adopted by their respective governing boards.

[Signature page(s) next]

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Bellevue, Nebraska on this ____ day of
_____, 2024.

THE CITY OF BELLEVUE, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the Village of Boys Town, Nebraska on this ____ day of
_____, 2024.

THE VILLAGE OF BOYS TOWN, NEBRASKA

BY _____
CHAIRMAN, VILLAGE BOARD

Attest:

VILLAGE CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Gretna, Nebraska on this _____ day of
_____, 2024.

THE CITY OF GRETNA, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of LaVista, Nebraska on this _____ day of
_____, 2024.

THE CITY OF LAVISTA, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Omaha, Nebraska on this _____ day of
_____, 2024.

THE CITY OF OMAHA, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Papillion, Nebraska on this _____ day of
_____, 2024.

THE CITY OF PAPILLION, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Ralston, Nebraska on this _____ day of
_____, 2024.

THE CITY OF RALSTON, NEBRASKA

BY _____
MAYOR

Attest:

CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the County of Sarpy, Nebraska on this _____ day of
_____, 2024.

THE COUNTY OF SARPY, NEBRASKA

BY _____
CHAIRPERSON, COUNTY BOARD

Attest:

COUNTY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the Papio-Missouri River Natural Resources District on this
_____ day of _____, 2024.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

BY _____
GENERAL MANAGER

Exhibit A

Small Municipal Separate Storm Sewer Systems in Douglas and Sarpy Counties – Stormwater Management Plan

Measurable goals listed in the Stormwater Management Plan are target goals on which progress will be reported on in the annual report.

A. Public Education and Outreach		
BMP#	SWMP Element Description	Target Goals & Implementation Schedule
1, 3, & 4.	Develop a plan for outreach that defines the goals, objectives, target audience and distribution process of materials for the public education and outreach program	Year 1 - Develop a 5 year education and outreach plan. Submit the plan to NDEQ with the Annual Report. Years 2-5 – Review and update the plan each permit year and include the revised plan in the Annual Report.
2.	Maintain and update appropriate messages for targeted residential, construction, and commercial issues.	Year 1 – Inventory current outreach materials in each of these targeted areas and develop new materials as needed. Years 2-5 – Provide copies of new outreach materials in the annual report.

B. Public Participation and Involvement		
BMP#	SWMP Element Description	Target Goals & Implementation Schedule
1.	Provide opportunities for citizens to comment on new rules, ordinances, and regulations regarding the MS4.	On-Going All Years - Post on the _____ Website proposed changes to rules, ordinances, and regulations. Provide information in the annual report on approved changes and input received from the public.
2.	Create opportunities for citizens to participate in the implementation of stormwater controls.	On-Going All Years - Post on the Papillion Creek Watershed Partnership Website opportunities for public involvement in stormwater control related activities.
3.	Provide access to information about the (City's/County's) SWMP.	On-Going All Years – Maintain current (City/County) SWMP and MS4 annual reports on the Papillion Creek Watershed Partnership Website.

Exhibit A

C. – Illicit Discharge Detection and Elimination		
BMP#	SWMP Element Description	Target Goals & Implementation Schedule
1.	a	Maintain a compliance plan or mechanism to follow up on illicit discharges.
1.	b	Maintain a map showing all known MS4 outfalls and the location of all state-designated waters receiving direct discharges from MS4 outfalls.
1.	c	Conduct field screening activities per the permit requirements specifically geared to local TMDL pollutants of concern such as E. Coli. Other parameters will be determined based on the results of a PCE, but could include nutrients, ammonia, BOD, and TPH.
1.	d	Implement procedures to investigate and trace sources of identified illicit discharges to the MS4.
1.	e	Implement procedures to remove illicit discharges to the MS4. Document all interactions with potentially responsible parties.
1.	f	Identify and address allowable non-stormwater discharges determined to be significant contributors to pollutants. Identify any additional non-stormwater discharges that will not be addressed as illicit discharges.
2 & 3.	Coordinate with adjacent permitted MS4s to report illicit discharges to the appropriate authority having jurisdiction and respond to reports from other MS4s.	Year 1 – Develop procedures for coordination with adjacent permitted MS4's. On-Going All Years – Include in the annual report any known illicit discharge reports to and from adjacent MS4s.
4.	Maintain written procedures for the IDDE component of the MS4 permit.	On-Going All Years – Make available upon request the standard operating procedures developed under this program component.
5.	Receive reports and complaints, internally and from the public, of illicit discharges and illegal dumping into the MS4. Respond to and investigate complaints about spills, dumping, or disposal of materials other than stormwater to the MS4.	On-Going All Years – Coordinate with others in the (City/County) to resolve complaints. Develop a system to generate reports and track the number of calls per year in regard to spills, dumping or improper disposal of material to the MS4. Include a count of complaints received and investigations completed in the annual report.
6.	Develop, implement and maintain a training program for municipal field staff with respect to IDDE.	Year 1 – Develop a strategy which identifies field staff and appropriate levels of training. Years 2 - 5 – Provide a count of employees which have received training in the annual report.

Exhibit A

D. Construction Site Runoff Control		
BMP#	SWMP Element Description	Target Goals & Implementation Schedule
1.	Maintain the established program requiring operators of public or private construction activities to comply with local erosion and sediment control requirements.	On-Going All Years -Include any updates to (City/County) Code or Permit requirements in the annual report.
2.	Maintain a compliance plan or mechanism to follow up on construction site non-compliance.	On-Going All Years – Maintain the compliance procedures per the permit requirements.
3.	Review grading permit applications and maintain a continually updated inventory of all private and public construction sites.	On-Going All Years – Include in the annual report the number and type of grading permits reviewed.
4.	Maintain the electronic records for inspection of construction sites and enforcement of erosion and sediment control measures.	Year 1 – Develop a strategy for site inspections by municipal staff, and include in the annual report. On-Going All Years –Inspect construction sites on a regular basis and on a complaint basis. Track the number of sites inspected annually in a database. Initiate enforcement proceedings as appropriate to address violations. Include a summary of inspections completed and enforcement actions taken in the annual report.
5.	Provide training for municipal staff with respect to their assigned duties as it relates to sediment and erosion control from construction activity. One formal training course for inspection staff during their employment with the City and internal training on an as needed basis to maintain consistent reporting among all inspectors.	On-Going All Years -Include in the annual report the number of staff and their sediment and erosion control training completed.
6.	Communicate with the regulated community and other groups affected by the Construction Site Runoff program and provide a mechanism to receive complaints from the public.	On-Going All Years – Conduct workshops for developers, builders, site designers, contractors, and/or (City/County) staff as determined necessary. Track reports from the public regarding construction sites. Include the number of reports received in the annual report and the permittees response.

Exhibit A

E. Post Construction Runoff Control		
BMP #	SWMP Element Description	Measurable Commitments & Implementation Schedule
1.	Continue to implement the Post Construction Program as stipulated in the OMC. Periodically update guidance material and develop divergent standards for difficult sites such as linear projects. Update as needed the Omaha Regional Stormwater Design Manual (ORSDM).	Year 1 - Develop divergent standards for guidance document and update guidance as needed. Submit standards with the annual report. On-going All Years - Revise as necessary. Include a summary of revisions in the annual report.
2.	Review and update, if needed, the standards outlined in the OMC and ORSDM for consistency with required performance standards as they relate to post-construction stormwater management plans.	On-going All Years - Report on any updates to the OMC or ORSDM.
3.	Maintain an online submittal and review process for site plans, easement and maintenance agreements, as built drawings, deed recordings and drainage studies.	On-going All Years - Report number of PCSMP projects and the status of their progress in the annual report.
4.	Develop SOPs for responding to complaints regarding Post Construction BMPs and a strategy for verifying BMPs are being installed & maintained in perpetuity.	Year 1 - Submit SOPs with the annual report. On-going All Years - Report on any complaints and/or BMPs which have been certified as complete.
5.	Maintain a database that stores information on approved PCSMPs.	On-going All Years - Provide an inventory of certified stormwater control measures installed as part of the PCSMP requirements. Include a count of BMP types as well as any known changes to BMPs in the annual report.
6.	Inspect sites that are certified by the engineer of record and all sites identified as deficient on a complaint basis. Develop a protocol to bring sites in to compliance.	Year 1 - Develop protocol for compliance assistance, and inspection strategy On-going All Years - Document and maintain inspection records of the certified PCSMP projects as identified in the strategy developed. Document any enforcement actions taken. Summarize activities in annual report.

Exhibit A

F. Pollution Prevention and Good Housekeeping		
BMP#	SWMP Element Description	Target Goals & Implementation Schedule
1.	Maintain an inventory and map of municipal facilities. Review annually and update if needed.	On-Going All Years – Maintain an inventory and map of all municipal facilities.
2.	Conduct assessments of municipal maintenance facilities and review their municipal runoff control plans as applicable. Revise plans as needed if facilities expand or reduce activities and implement recommendations based on annual inspections.	Year 1 – Develop a strategy to assess municipal facilities and prioritize them based upon a defined set of criteria, include strategy in the annual report. Years 2 - 5 - Track the number of assessments for municipal facilities based upon the strategy developed in year 1. Include the number of assessments completed, a description of the assessment procedure and any changes in facilities ranking in the annual report.
3.	Continue to implement Good Housekeeping Program for municipal facilities that addresses “high-priority” facilities (hot spot score of 20-30 out of 30) and site specific SOPs.	On-Going All Years – Annually report new, removed, or significantly updated municipal facilities
4.	Implement practices for maintaining the storm sewer system that includes catch basin maintenance, open channels and other drainage structures, street sweeping, and structural stormwater controls. All maintenance procedures are to be performed such that waste water and waste materials do not enter the MS4.	Year 1: Provide a description of the maintenance programs in the annual report. On-Going All Years: Annually report on Sewer Maintenance activities related to maintaining the storm sewer system and changes to any of the maintenance practices.
5.	Provide training for municipal employees in pollution prevention and good housekeeping.	Year 1 - Develop a strategy for municipal employee training in pollution prevention and good housekeeping, include strategy in annual report. On-Going All Years – Conduct training events for municipal staff include number of employees trained, based on strategy developed in year 1, in annual report.
6.	Provide educational material to contractors hired to perform maintenance activities on the MS4.	Year 1 - Develop materials to provide to contractors and include in the annual report. Years 2 - 5 - Include in the annual report any new materials or updates to existing materials.

Exhibit B

PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

POLICY GROUP #1: WATER QUALITY IMPROVEMENT

ISSUE: Waters of the Papillion Creek Watershed are impaired.

“ROOT” POLICY: Improve water quality from all contributing sources, including but not limited to, agricultural activities, urban stormwater, and combined sewer overflows, such that waters of the Papillion Creek Watershed and other local watersheds can meet applicable water quality standards and community-based goals, where feasible.

SUB-POLICIES:

- 1) Water Quality LID shall be required on all new developments and significant redevelopments.
- 2) Protect surface and groundwater resources from soil erosion (sheet and rill, wind erosion, gully and stream bank erosion), sedimentation, nutrient and chemical contamination. Buffer strips and riparian corridors should be established along all stream segments.
- 3) Preserve and protect wetland areas to the fullest extent possible to maintain natural hydrology and improve water quality by minimizing the downstream transport of sediment, nutrients, bacteria, etc. borne by surface water runoff. Re-establishment of previously existing wetlands and the creation of new wetlands should be promoted. Any impacted wetlands shall be mitigated at a 3:1 ratio.
- 4) Implement MS4 Stormwater Management Plan.
- 5) Implement Best Management Practices (BMPs), as identified in the Papio-Missouri River Basin Water Quality Management Plan (WQMP), to reduce both urban and rural pollution sources, maintain or restore designated beneficial uses of streams and surface water impoundments, minimize soil loss, and provide sustainable production levels. Water quality basins shall be located in general conformance with an adopted Papillion Creek Watershed Management Plan.

REFERENCE INFORMATION

DEFINITIONS:

- 1) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 2) Water Quality LID. A level of LID using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 3) Best Management Practice (BMP). “A technique, measure or structural control that is used for a given set of conditions to manage the quantity and improve the quality of

Exhibit B

PAPILLION CREEK WATERSHED

STORMWATER MANAGEMENT POLICIES

stormwater runoff in the most cost-effective manner.” [Source: *U.S. Environmental Protection Agency (EPA)*]

4)

5) Municipal Separate Storm Sewer System (MS4). An MS4 is a conveyance or system of conveyances that is:

- owned by a state, city, town, village, or other public entity that discharges to waters of the U.S.,
 - designed or used to collect or convey stormwater (e.g., storm drains, pipes, ditches),
 - not a combined sewer, and
 - not part of a sewage treatment plant, or publicly owned treatment works (POTW).
- [Source: EPA].

The communities located in the urbanized area of Douglas and Sarpy counties, as defined by EPA, are defined as an MS4.

6) Stormwater Management Plan (SWMP). EPA’s National Pollutant Discharge System (NPDES) requires small, medium, and large communities to obtain NPDES permits and develop stormwater management programs. The communities located within the Papillion Creek Watershed have developed a Stormwater Management Plan (SWMP) that describes stormwater control practices that will be implemented consistent with permit requirements to minimize the discharge of pollutants from the sewer system. MS4s are required to develop, implement, and enforce a stormwater management program. The SWMP focus is to describe how the MS4 will reduce the discharge of pollutants from its sewer system and addresses these program areas:

- Construction Site Runoff Control
- Illicit Discharge Detection and Elimination
- Pollution Prevention/Good Housekeeping
- Post-Construction Runoff Control
- Public Education and Outreach
- Public Involvement/Participation

7) Water Quality Management Plan (WQMP). Plan based on EPA’s nine key elements (9 Elements) requirements to achieve improvements in water quality. A WQMP for the Papio-Missouri River Basin, which includes the Papillion Creek Watershed, was approved in June 2018 by EPA which lays out a strategy to systematically address water resource deficiencies in the basin and allows for management of individual watersheds or other targeted areas. The focus of the Plan is to address impaired waterbodies and satisfy the EPA requirements to be eligible for Section 319 funding. Implementation will be guided on a watershed scale by a comprehensive strategy to address water and land use deficiencies that contribute to the degradation of surface water resources, groundwater resources, and aquatic and terrestrial habitat. The ultimate goals is to delist impaired waterbodies from the 303(d) list. [Source: *2018 Papio-Missouri River Basin Water Quality Management Plan*].

Exhibit B

PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

POLICY GROUP #2: PEAK FLOW MANAGEMENT

ISSUE

Urbanization within the Papillion Creek Watershed has and will continue to increase runoff leading to more flooding problems and diminished water quality.

ROOT POLICY

Maintain or reduce stormwater peak discharge during development and after full build-out land use conditions from that which existed under baseline land use conditions.

SUB-POLICY

- 1) Regional stormwater detention facilities and other structural and non-structural BMPs shall be located in general conformance with an adopted Papillion Creek Watershed Management Plan and shall be coordinated with other related master planning efforts for parks, streets, water, sewer, etc.
- 2) Maximum LID shall be required to reduce peak discharge rates on all new developments and significant redevelopments as identified in the Papillion Creek Watershed Management Plan.
- 3) All significant redevelopment shall maintain peak discharge rates during the 2, 10, and 100-year storm event under baseline land use conditions.

REFERENCE INFORMATION

DEFINITIONS

- 1) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 2) Water Quality LID. A level of LID using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use condition, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 3) Maximum LID. A level of LID using strategies, including water quality LID and on-site detention, designed not to exceed peak discharge rates of more than 0.2 cfs/acre during the 2-year storm event or 0.5 cfs/acre during the 100-year storm event based on the contributing drainage from each site, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 4) Peak Discharge or Peak Flow. The maximum instantaneous surface water discharge rate resulting from a design storm frequency event for a particular hydrologic and hydraulic analysis, as defined in the Omaha Regional Stormwater Design Manual. The measurement of the peak discharge shall be at the lower-most drainage outlet(s) from a new development or significant redevelopment.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

- 5) Regional Stormwater Detention Facilities. Those facilities generally serving a drainage catchment area of 500 acres or more in size.
- 6) Baseline Land Use Conditions. That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries.
- 7) Full Build-Out Land Use Conditions. Fully platted developable land use conditions for the combined portions of the Papillion Creek Watershed that lie in Douglas and Sarpy Counties that are assumed to occur by the Year 2050, plus the projected 2050 land uses within the Watershed in Washington County; or as may be redefined through periodic updates to the respective County comprehensive plans.

Exhibit B

PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

POLICY GROUP #3: STREAM CORRIDOR PRESERVATION

ISSUE: Natural areas are diminishing, and there is a need to be proactive and integrate efforts directed toward providing additional landscape and green space areas with enhanced stormwater management through restoration and conservation of stream corridors, wetlands, and other natural vegetation.

“ROOT” POLICY: Utilize landscape preservation, restoration, and conservation techniques to meet the multi-purpose objectives of enhanced aesthetics, quality of life, recreational and educational opportunities, pollutant reduction, and overall stormwater management.

SUB-POLICIES:

- 1) Incorporate stormwater management strategies as a part of landscape preservation, restoration, and conservation efforts where technically feasible.
- 2) Define natural resources for the purpose of preservation, restoration, mitigation, and/or enhancement.
- 3) For new development or significant redevelopment, provide a streamsetback of 3:1 plus 50 feet along all streams as identified in the Papillion Creek Watershed Management Plan and a stream setback of 3:1 plus 20 feet for all other streams based upon a current channel survey (within 12 months of preliminary plat submission).
- 4) All landscape preservation features as required in this policy or other policies, including all stormwater and LID strategies, streamsetbacks, existing or mitigated wetlands, etc., identified in new or significant redevelopment shall be placed into an outlot or within public right of way or otherwise approved easement.
- 5) These policies are intended to provide a minimum requirement for new development or significant redevelopment. Site conditions may warrant additional setback distance or other stream stabilization measures.
- 6) The Papillion Creek Watershed Partnership is working to update this policy to limit future damages from stream degradation. Policy updates may be completed prior to the expiration of the 2025-2029 interlocal agreement.

REFERENCE INFORMATION

DEFINITIONS

- 1) Stream. Any depression two feet or more below the surrounding land which serves to give direction to a current of water at least nine months of the year and which has a bed and well-defined banks. *[Adapted from Chapter 31 of Nebraska Statutes. May also be referred to as creek or watercourse.]*
- 2) StreamSetback. See Figure 1 below and related definitions in Policy Group #5. A setback area equal to three (3) times the channel depth plus fifty (50) feet (3:1 plus 50 feet) from the edge of the channel bottom on both sides of the channel shall be required for any above or below ground structure exclusive of bank stabilization structures, poles or sign structures adjacent to any stream defined within the watershed drainage plan. Grading, stockpiling, and other construction activities are not allowed within the setback

Exhibit B

PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

area and the setback area must be protected with adequate erosion controls or other Best Management Practices, (BMPs). The outer 30 feet adjacent to the streamsetback limits may be credited toward meeting the landscaping buffer and pervious coverage requirements.

- 3) A property can be exempt from the streamsetback requirement upon a showing by a licensed professional engineer that adequate bank stabilization structures or slope protection will be installed in the construction of said structure, having an estimated useful life equal to that of the structure, which will provide adequate erosion control conditions coupled with adequate lateral support so that no portion of said structure adjacent to the stream will be endangered by erosion or lack of lateral support. In the event that the structure is adjacent to any stream which has been channelized or otherwise improved by any agency of government, then such certificate providing an exception to the stream setback requirement may take the form of a certification as to the adequacy and protection of the improvements installed by such governmental agency. If such exemption is granted, applicable rights-of-way must be provided and a minimum 20-foot corridor adjacent thereto.

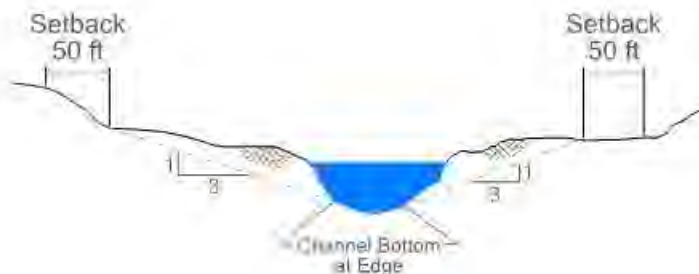


Figure 1 –Stream Setback Schematic

POLICY GROUP #4: EROSION AND SEDIMENT CONTROL

Exhibit B

PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

AND OTHER BMPs

ISSUE: Sound erosion and sediment control design and enforcement practices are needed in order to protect valuable land resources, stream and other drainage corridors, and surface water impoundments and for the parallel purpose of meeting applicable Nebraska Department of Environmental Quality regulatory requirements for construction activities that disturb greater than one acre.

“ROOT” POLICY: Promote uniform erosion and sediment control measures by implementing consistent rules for regulatory compliance pursuant to State and Federal requirements, including the adoption of the Omaha Regional Stormwater Design Manual.

SUB-POLICIES:

- 1) Construction site stormwater management controls shall include both erosion and sediment control measures.
- 2) The design and implementation of post-construction, permanent erosion and sediment controls shall be considered in conjunction with meeting the intent of other Stormwater Management Policies.
- 3) Sediment storage shall be incorporated with all regional detention facilities where technically feasible.

REFERENCE INFORMATION

DEFINITIONS

- 1) Erosion Control. Land and stormwater management practices that minimize soil loss caused by surface water movement.
- 2) Sediment Control. Land and stormwater management practices that minimize the transport and deposition of sediment onto adjacent properties and into receiving streams and surface water impoundments.

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PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

POLICY GROUP #5: FLOODPLAIN MANAGEMENT

ISSUE: Continued and anticipated development within the Papillion Creek Watershed mandates that holistic floodplain management be implemented and maintained in order to protect its citizens, property, and natural resources.

“ROOT” POLICY: Participate in the FEMA National Flood Insurance Program, update FEMA floodplain mapping throughout the Papillion Creek Watershed, and enforce floodplain regulations to full build-out, base flood elevations.

SUB-POLICIES:

- 1) Floodplain management coordination among all jurisdictions within the Papillion Creek Watershed and the Papio-Missouri River Natural Resources District (P-MRNRD) is required.
- 2) Flood Insurance Studies and Flood Insurance Rate Maps throughout the Papillion Creek Watershed shall be updated as new data and methodologies become available. Any further updates will use current and full-build out conditions hydrology.
- 3) Encroachments for new developments or significant redevelopments within floodway fringes shall not cause any increase greater than one (1.00) foot in the height of the full build-out base flood elevation using best available data.
- 4) Filling of the floodway fringe associated with new development within the Papillion Creek System shall be limited to 25% of the floodway fringe in the floodplain development application project area, unless approved mitigation measures are implemented. The remaining 75% of floodway fringe within the project area shall be designated as a floodway overlay zone. For redevelopment, these provisions may be modified or waived in whole or in part by the local jurisdiction.
- 5) The low chord elevation for bridges crossing all watercourses within FEMA designated floodplains shall be a minimum of one (1) foot above the base flood elevation for full-build out conditions hydrology using best available data.
- 6)

REFERENCE INFORMATION

DEFINITIONS (See Figure 1 below and related definitions in Policy Group #3: Landscape Preservation, Restoration, and Conservation).

- 1) Base Flood. The flood having a one percent chance of being equaled or exceeded in magnitude in any given year (commonly called a 100-year flood). *[Adapted from Chapter 31 of Nebraska Statutes]*
- 2) Floodway. The channel of a watercourse and the adjacent land areas that are necessary to be reserved in order to discharge the base flood without cumulatively

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PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

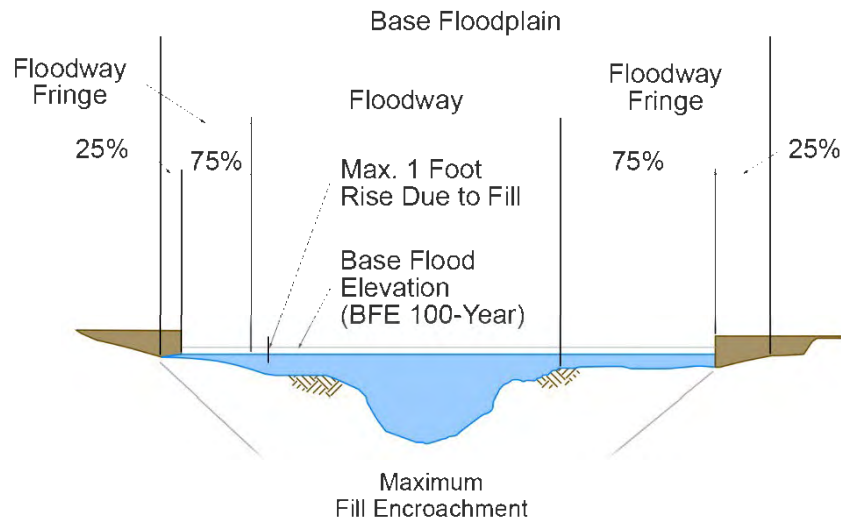


Figure 1 – Floodway Fringe Encroachment Schematic

increasing the water surface elevation more than one foot. *[Adapted from Chapter 31 of Nebraska Statutes]*. The Federal Emergency Management Agency (FEMA) provides further clarification that a floodway is the central portion of a riverine floodplain needed to carry the deeper, faster moving water.

- 3) Floodway Fringe. That portion of the floodplain of the base flood, which is outside of the floodway. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 4) Floodplain. The area adjoining a watercourse, which has been or may be covered by flood waters. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 5) Watercourse. Any depression two feet or more below the surrounding land which serves to give direction to a current of water at least nine months of the year and which has a bed and well-defined banks. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 6) Low Chord Elevation. The bottom-most face elevation of horizontal support girders or similar superstructure that supports a bridge deck.
- 7) Flood Insurance Studies and Flood Insurance Rate Maps. FEMA and the P-MRNRD as a Cooperating Technical Partner update Flood Insurance Studies and Flood Insurance Rate Maps as new data, methodologies, or funding is available. FEMA and P-MRNRD work together to determine if updates are necessary. As part of any new study, FEMA will produce both the Flood Insurance Study and Flood Insurance Rate Maps, as well as Flood Risk Products. These products may include a Flood Risk Map, a Flood Risk Report, and a Flood Risk Database, Changes Since Last FIRM, Areas of Mitigation Interest, Flood Depth and Analysis Grids, and Flood Risk Assessment Data. In addition to these standard datasets, the Flood Risk Database may contain custom datasets based on available information.
- 8) New Development. New development shall be defined as that which is undertaken to any undeveloped parcel that existed at the time of implementation of this policy.

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PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

POLICY GROUP #6: STORMWATER MANAGEMENT FINANCING

ISSUE: Regulatory requirements for stormwater management and implementation of Stormwater Management Policies intended to accommodate new development and significant redevelopment will impose large financial demands for capital and operation and maintenance beyond existing funding resources.

“ROOT” POLICY: Dedicated, sustainable funding mechanisms shall be developed and implemented to meet capital and operation and maintenance obligations needed to implement NPDES Stormwater Management Plans, Stormwater Management Policies, and the Papillion Creek Watershed Management Plan.

SUB-POLICIES:

- 1) All new development and significant redevelopment will be required to fund the planning, implementation, and operation and maintenance of water quality LID.
- 2) A Watershed Management Fee system shall be established to equitably distribute the capital cost of implementing the Papillion Creek Watershed Management Plan among new development or significant redevelopment. Such Watershed Management Fee shall only apply to new development or significant redevelopment within the Papillion Creek Watershed and the initial framework shall consist of the following provisions:
 - a. Collection of fees and public funding shall be earmarked specifically for the construction of projects called for in the Papillion Creek Watershed Management Plan, including Maximum LID costs such as on site detention, regional detention basins, and water quality basins.
 - b. Multiple fee classifications shall be established which fairly and equitably distribute the cost of these projects among all undeveloped areas within the Papillion Creek Watershed.
 - c. Watershed Management Fees (private) are intended to account for approximately one-third (1/3) of required capital funds and shall be paid to the applicable local zoning jurisdiction with building permit applications.
 - d. Watershed Management Fee revenues shall be transferred from the applicable local zoning jurisdiction to a special P-MRNRD construction account via inter-local agreements.
 - e. The P-MRNRD (public) costs are intended to account for approximately two-thirds (2/3) of required capital funds, including the cost of obtaining necessary land rights, except as further provided below; and the P-MRNRD shall be responsible for constructing regional detention structures and water quality basins using pooled accumulated funds.
 - f. The P-MRNRD will seek an extension of its general obligation bonding authority from the Nebraska Legislature to provide necessary construction scheduling flexibility.
 - g. Financing for Papillion Creek Watershed Management Plan projects may require public-private partnership agreements between the P-MRNRD and developers/S&IDs on a case-by-case basis.

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PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

- h. On approximately five (5)-year intervals, the Papillion Creek Watershed Management Plan and Watershed Management Fee framework, rates, and construction priority schedule shall be reviewed with respect to availability of needed funds and rate of development within the Papillion Creek Watershed by the parties involved (local zoning jurisdictions, P-MRNRD, and the development community). Subsequent changes thereto shall be formally approved by the respective local zoning jurisdictions and the P-MRNRD.

The Partnership will continue to work towards establishing a Stormwater Utility Fee System to equitably distribute the costs for ongoing operation and maintenance of all stormwater BMPs and infrastructure among all existing property owners within NPDES MS4 permittees.

REFERENCE INFORMATION

DEFINITIONS

- 1) Stormwater Management Policies. Initial stormwater management policies were approved in 2009. The policies were developed by the Technical Workgroup and Policy Workgroup that were commissioned by the Papillion Creek Watershed Partnership (PCWP) subsequent to the “Green, Clean, and Safe” initiatives developed through the “Watershed by Design” public forums conducted in 2004 and 2005 and subsequently revised by the PCWP in 2009, 2014 and 2019. The following policy groups contain “root” policies and sub-policies for stormwater management that have been developed in addition to the Stormwater Management Financing Policy Group herein:
 - Policy Group #1 – Water Quality Improvement
 - Policy Group #2 – Peak Flow Management
 - Policy Group #3 – Stream Corridor Preservation
 - Policy Group #4 – Erosion and Sediment Control and Other BMPs
 - Policy Group #5 – Floodplain Management
- 2) Stormwater Management Plan (SWMP). A SWMP is a required part of the NPDES MS4 Stormwater Permits issued to the Papillion Creek Watershed Partnership (PCWP) members. Development of Stormwater Management Policies is an integral part of the SWMP, and such policies are to be adopted by respective PCWP partners.
- 3) Comprehensive Development Plans. Existing plans developed by local jurisdictions that serve as the basis for zoning and other land use regulations and ordinances. The Stormwater Management Policies are to be incorporated into the respective Comprehensive Development Plans.
- 4) Policy Implementation. The implementation of the policies will be through the development of ordinances and regulations, in years 3 through 5 of the NPDES permit cycle; that is, by the year 2019. Ordinances and regulations are intended to be consistent for, and adopted by, the respective PCWP members. Such ordinances and regulations shall need to be consistent with the Comprehensive Development Plans of the respective PCWP members.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

- 5) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 6) Water Quality LID. A level of LID using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 7) Maximum LID. A level of LID using strategies, including water quality LID and on-site detention, designed not to exceed peak discharge rates of more than 0.2 cfs/acre during the 2-year storm event or 0.5 cfs/acre during the 100-year storm event based on the contributing drainage from each site, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 8) Baseline Land Use Conditions. That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries. That which existed in 2007 for all areas not within the Papillion Creek Watershed.

Exhibit C

Stormwater Management Elements Shared by the Papillion Creek Watershed Partnership

A. Public Education and Outreach	Lead Partnership Member(s)
Develop Education and Outreach Plan	City of Omaha, PMRNRD
Maintain and Update Outreach Materials	City of Omaha
B. Public Participation and Involvement	Lead Partnership Member(s)
Create Opportunities for Citizen Participation	City of Omaha, PMRNRD
C. Illicit Discharge Detection and Elimination	Lead Partnership Member(s)
Track IDDE complaints	City of Omaha
D. Construction Site Runoff	Lead Partnership Member(s)
Perform Construction Site Inspections	City of Omaha
Maintain Construction Site Reporting Website	City of Omaha
Conduct Workshops on Construction Site Runoff	City of Omaha
E. Post Construction Runoff Control	Lead Partnership Member(s)
Update Omaha Regional Stormwater Design Manual as standards are updated	City of Omaha
Maintain PCSMP Application Reporting, and Project Database Website	City of Omaha
F. Pollution Prevention and Good Housekeeping	Lead Partnership Member(s)
Education and Training	City of Omaha

EXHIBIT D
FY 2025 Partner Contributions

Bellevue	9.1%	\$33,700
Boys Town	0.2%	\$600
Gretna	3.6%	\$13,200
LaVista	2.6%	\$9,500
Omaha	51.8%	\$191,000
Papillion	6.0%	\$22,000
Ralston	0.5%	\$2,000
Sarpy County	2.0%	\$7,000
Papio-Missouri River NRD	24.2%	\$90,000
	100.0%	\$369,000

P-MRNRD Contribution Shall be \$90,000

Percentage of Zoning Jurisdictions Contributions Calculated as:

$$Contribution\% = \left(0.5 \frac{Population_{Jurisdiction}}{Population_{Total}} + 0.5 \frac{Area_{Jurisdiction}}{Area_{Total}} \right) \times 0.757$$

Definitions:

Population -Jurisdiction	Population within the boundaries of each jurisdiction, including extra-territorial jurisdiction boundaries. Population for Sarpy County is calculated as those residing outside of the ETJ boundaries of communities within the county.
Population - Total	Total population residing in Papillion Creek Watershed.
Area - Jurisdiction	Area of each jurisdiction, including ETJ, within the Papillion Creek Watershed.
Area - Total	Total land area of all Partner's jurisdiction within the Papillion Creek Watershed.

Legend

Papillion Creek Watershed

Proposed Dam Sites

Existing Reservoir Sites

Existing Water Quality Basin Sites

Proposed Water Quality Basin Sites

Areas with Water Quality LID

Areas with Water Quality LID and Controlled by Existing Reservoirs

Developed Areas

Areas with Water Quality LID and Controlled by Proposed Regional Detention Basins

Areas with Maximum LID or Equivalent Controls

Creek Setback Segments - 3:1 + 50'

Streams

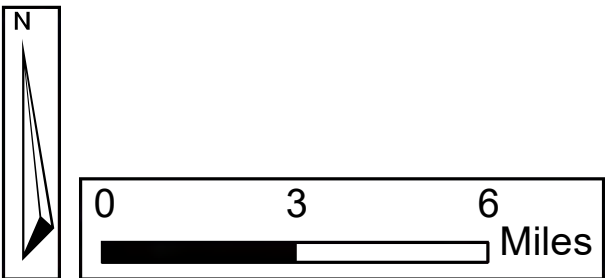
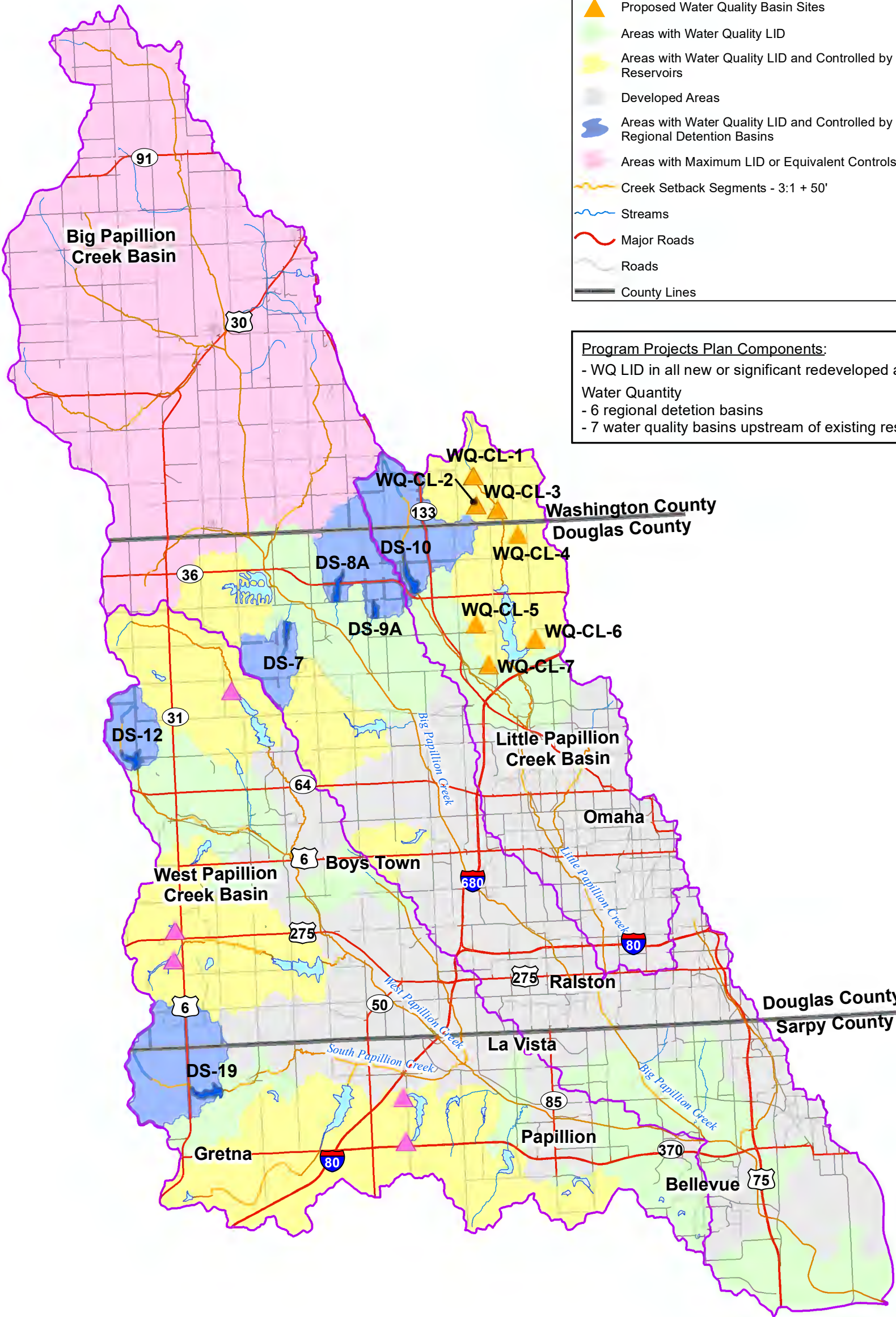
Major Roads

Roads

County Lines

Program Projects Plan Components:

- WQ LID in all new or significant redeveloped areas
- Water Quantity
- 6 regional detention basins
- 7 water quality basins upstream of existing reservoirs



2024 Watershed Management Plan
Update For Build-Out Conditions

Drawn by:	Checked by:	Project No :	Date:	Sheet:
RW	SM	0174-0003	3/4/2024	1 of 1

HOUSTON
engineering, inc.

Legend

Proposed Dam Sites

Existing Reservoir Sites

Areas Controlled by Proposed Regional Detention Basins

Developed/Proposed Redevelopment Areas

Undeveloped Land

Papillion Creek Watershed Boundary

Creek Setback Segments - 3:1 + 50'

Streams

Major Roads

Roads

County Lines

Program Projects Plan Components:

Water Quality

- WQ LID in all new or significant redeveloped areas

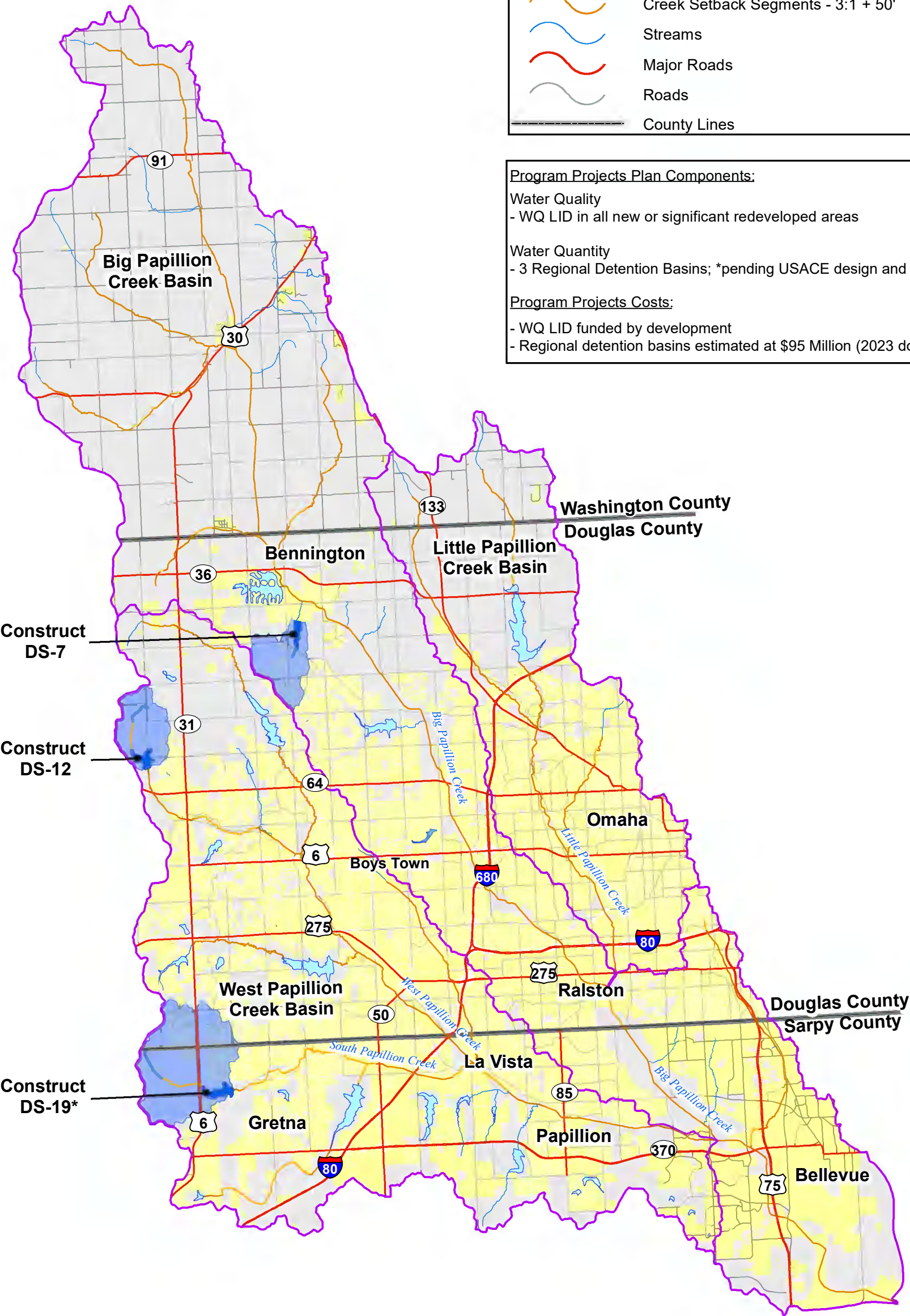
Water Quantity

- 3 Regional Detention Basins; *pending USACE design and funding

Program Projects Costs:

- WQ LID funded by development

- Regional detention basins estimated at \$95 Million (2023 dollars)



2024 Watershed Management Plan Implementation Plan

Drawn by:	Checked by:	Project No :	Date:	Sheet:
RW	SM	0174-0003	3/4/2024	1 of 1

HOUSTON
engineering, inc.

Exhibit G
Watershed Fee Schedule

Fee Category	FY2025 July 1, 2024- June 30, 2025	FY2026 July 1, 2025- June 30, 2026	FY2027 July 1, 2026- June 30, 2027	FY2028 July 1, 2027- June 30, 2028	FY2029 July 1, 2028- June 30, 2029
Single Family Residential (also includes low density multi-family up to 4-plexes) per dwelling unit	\$1,058	\$1,090	\$1,122	\$1,156	\$1,191
High Density Multi-Family Residential (beyond 4-plexes) per gross acre	\$4,656	\$4,795	\$4,939	\$5,087	\$5,240
Commercial/Industrial/Institutional per gross acre	\$5,642	\$5,812	\$5,986	\$6,166	\$6,351

Exhibit B PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

POLICY GROUP #1: WATER QUALITY IMPROVEMENT

ISSUE: Waters of the Papillion Creek Watershed are impaired.

“ROOT” POLICY: Improve water quality from all contributing sources, including but not limited to, agricultural activities, urban stormwater, and combined sewer overflows, such that waters of the Papillion Creek Watershed and other local watersheds can meet applicable water quality standards and community-based goals, where feasible.

SUB-POLICIES:

- 1) Water Quality LID shall be required on all new developments and significant redevelopments.
- 2) Protect surface and groundwater resources from soil erosion (sheet and rill, wind erosion, gully and stream bank erosion), sedimentation, nutrient and chemical contamination. Buffer strips and riparian corridors should be established along all stream segments.
- 3) Preserve and protect wetland areas to the fullest extent possible to maintain natural hydrology and improve water quality by minimizing the downstream transport of sediment, nutrients, bacteria, etc. borne by surface water runoff. Re-establishment of previously existing wetlands and the creation of new wetlands should be promoted. Any impacted wetlands shall be mitigated at a 3:1 ratio.
- 4) Implement MS4 Stormwater Management Plan ~~to address TMDL~~.
- 5) Implement Best Management Practices (BMPs), as identified in the Papio-Missouri River Basin Water Quality Management Plan (WQMP), to reduce both urban and rural pollution sources, maintain or restore designated beneficial uses of streams and surface water impoundments, minimize soil loss, and provide sustainable production levels. Water quality basins shall be located in general conformance with an adopted Papillion Creek Watershed Management Plan.

REFERENCE INFORMATION

DEFINITIONS:

- 1) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 2) Water Quality LID. A level of LID using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 3) Best Management Practice (BMP). “A technique, measure or structural control that is used for a given set of conditions to manage the quantity and improve the quality of

Exhibit B PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

stormwater runoff in the most cost-effective manner.” [Source: U.S. Environmental Protection Agency (EPA)]

- 4) ~~Total Maximum Daily Load (TMDL). A calculation of the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. TMDLs have been approved by EPA for Zorinsky Lake and Papillion Creek Watershed. A September 2002 TMDL addresses Zorinsky Lake for parameters of concern: siltation, nutrients and organic enrichment/low dissolved oxygen. TMDL for Papillion Creek Watershed was approved in October 2009 for E. coli bacteria for the segments identified in Table 1.~~

Table 1. ~~Papillion Creek Watershed Segments of Impaired Waterbodies.~~

Segment	Stream Segment Location
MT1-10100	Papillion Creek — Big Papillion Creek confluence with West Papillion Creek to Missouri River
MT1-10110	Big Papillion Creek — Little Papillion Creek to confluence with West Papillion Creek
MT1-10111	Little Papillion Creek — Thomas Creek to confluence with Big Papillion Creek
MT1-10111.1	Cole Creek
MT1-10120	Big Papillion Creek — Butter Flat Creek to confluence with Little Papillion Creek
MT1-10200	West Papillion Creek — South Papillion Creek to Confluence with Big Papillion Creek

~~Water quality standards are set by States, Territories, and Tribes. They identify the uses for each waterbody, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and non-point sources. The calculation must include a margin of safety to ensure that the waterbody can be used for the purposes the State has designated. The calculation must also account for seasonal variation in water quality. The Clean Water Act, Section 303, establishes the water quality standards and TMDL programs, and for Nebraska such standards and programs are administered by the Nebraska Department of Environmental Quality. [Source: EPA and Nebraska Surface Water Quality Standards, Title 117].~~

- 5) Municipal Separate Storm Sewer System (MS4). An MS4 is a conveyance or system of conveyances that is:
- owned by a state, city, town, village, or other public entity that discharges to waters of the U.S.,
 - designed or used to collect or convey stormwater (e.g., storm drains, pipes, ditches),
 - not a combined sewer, and
 - not part of a sewage treatment plant, or publicly owned treatment works (POTW).
- [Source: EPA].

The communities located in the urbanized area of Douglas and Sarpy counties, as defined by EPA, are defined as an MS4.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

- 6) Stormwater Management Plan (SWMP). EPA's National Pollutant Discharge System (NPDES) requires small, medium, and large communities to obtain NPDES permits and develop stormwater management programs. The communities located within the Papillion Creek Watershed have developed a Stormwater Management Plan (SWMP) that describes stormwater control practices that will be implemented consistent with permit requirements to minimize the discharge of pollutants from the sewer system. MS4s are required to develop, implement, and enforce a stormwater management program. The SWMP focus is to describe how the MS4 will reduce the discharge of pollutants from its sewer system and addresses these program areas:
- Construction Site Runoff Control
 - Illicit Discharge Detection and Elimination
 - Pollution Prevention/Good Housekeeping
 - Post-Construction Runoff Control
 - Public Education and Outreach
 - Public Involvement/Participation
- 7) Water Quality Management Plan (WQMP). Plan based on EPA's nine key elements (9 Elements) requirements to achieve improvements in water quality. A WQMP for the Papio-Missouri River Basin, which includes the Papillion Creek Watershed, was approved in June 2018 by EPA which lays out a strategy to systematically address water resource deficiencies in the basin and allows for management of individual watersheds or other targeted areas. The focus of the Plan is to address impaired waterbodies and satisfy the EPA requirements to be eligible for Section 319 funding. Implementation will be guided on a watershed scale by a comprehensive strategy to address water and land use deficiencies that contribute to the degradation of surface water resources, groundwater resources, and aquatic and terrestrial habitat. The ultimate goals it so delist impaired waterbodies from the 303(d) list. *[Source: 2018 Papio-Missouri River Basin Water Quality Management Plan]*.

Exhibit B PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

POLICY GROUP #2: PEAK FLOW ~~REDUCTION~~MANAGEMENT

ISSUE

Urbanization within the Papillion Creek Watershed has and will continue to increase runoff leading to more flooding problems and diminished water quality.

ROOT POLICY

Maintain or reduce stormwater peak discharge during development and after full build-out land use conditions from that which existed under baseline land use conditions.

SUB-POLICY

- 1) Regional stormwater detention facilities and other structural and non-structural BMPs shall be located in general conformance with an adopted Papillion Creek Watershed Management Plan and shall be coordinated with other related master planning efforts for parks, streets, water, sewer, etc.
- 2) Maximum LID shall be required to reduce peak discharge rates on all new developments and significant redevelopments as identified in the Papillion Creek Watershed Management Plan.
- 3) All significant redevelopment shall maintain peak discharge rates during the 2, 10, and 100-year storm event under baseline land use conditions.

REFERENCE INFORMATION

DEFINITIONS

- 1) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 2) Water Quality LID. A level of LID using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use condition, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 3) Maximum LID. A level of LID using strategies, including water quality LID and on-site detention, designed not to exceed peak discharge rates of more than 0.2 cfs/acre during the 2-year storm event or 0.5 cfs/acre during the 100-year storm event based on the contributing drainage from each site, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 4) Peak Discharge or Peak Flow. The maximum instantaneous surface water discharge rate resulting from a design storm frequency event for a particular hydrologic and hydraulic analysis, as defined in the Omaha Regional Stormwater Design Manual. The measurement of the peak discharge shall be at the lower-most drainage outlet(s) from a new development or significant redevelopment.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

- 5) Regional Stormwater Detention Facilities. Those facilities generally serving a drainage catchment area of 500 acres or more in size.
- 6) Baseline Land Use Conditions. That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries.
- 7) Full Build-Out Land Use Conditions. Fully platted developable land use conditions for the combined portions of the Papillion Creek Watershed that lie in Douglas and Sarpy Counties that are assumed to occur by the Year 2050, plus the projected 2050 land uses within the Watershed in Washington County; or as may be redefined through periodic updates to the respective County comprehensive plans.

Exhibit B

PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

POLICY GROUP #3: LANDSCAPE PRESERVATION, RESTORATION, AND CONSERVATION STREAM CORRIDOR PRESERVATION

ISSUE: Natural areas are diminishing, and there is a need to be proactive and integrate efforts directed toward providing additional landscape and green space areas with enhanced stormwater management through restoration and conservation of stream corridors, wetlands, and other natural vegetation.

“ROOT” POLICY: Utilize landscape preservation, restoration, and conservation techniques to meet the multi-purpose objectives of enhanced aesthetics, quality of life, recreational and educational opportunities, pollutant reduction, and overall stormwater management.

SUB-POLICIES:

- 1) Incorporate stormwater management strategies as a part of landscape preservation, restoration, and conservation efforts where technically feasible.
- 2) Define natural resources for the purpose of preservation, restoration, mitigation, and/or enhancement.
- 3) For new development or significant redevelopment, provide a ~~creek-stream~~ setback of 3:1 plus 50 feet along all streams as identified in the Papillion Creek Watershed Management Plan and a ~~creek-stream~~ setback of 3:1 plus 20 feet for all other watercourses/streams based upon a current channel survey (within 12 months of preliminary plat submission).
- 4) All landscape preservation features as required in this policy or other policies, including all stormwater and LID strategies, ~~creekstream~~ setbacks, existing or mitigated wetlands, etc., identified in new or significant redevelopment shall be placed into an outlot or within public right of way or otherwise approved easement.
- 5) These policies are intended to provide a minimum requirement for new development or significant redevelopment. Site conditions may warrant additional setback distance or other stream stabilization measures.
- 6) The Papillion Creek Watershed Partnership ~~is working in conjunction with USACE to study stream stability in the watershed. Additional policy updates may be considered at the conclusion of that study.~~ is working to update this policy to limit future damages from stream degradation. Policy updates may be completed prior to the expiration of the 2025-2029 interlocal agreement.

REFERENCE INFORMATION

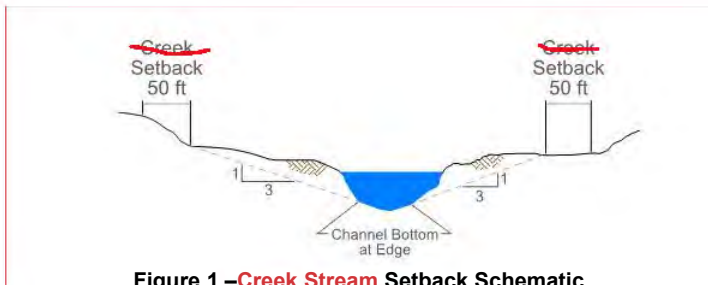
DEFINITIONS

- 1) Stream. Any depression two feet or more below the surrounding land which serves to give direction to a current of water at least nine months of the year and which has a bed and well-defined banks. [Adapted from Chapter 31 of Nebraska Statutes. May also be referred to as creek or watercourse.]
- 4)2) CreekStream-Setback. See Figure 1 below and related definitions in Policy Group #5. A setback area equal to three (3) times the channel depth plus fifty (50) feet (3:1 plus 50

Exhibit B PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

feet) from the edge of the channel bottom on both sides of the channel shall be required for any above or below ground structure exclusive of bank stabilization structures, poles or sign structures adjacent to any ~~watercourse-stream~~ defined within the watershed drainage plan. Grading, stockpiling, and other construction activities are not allowed within the setback area and the setback area must be protected with adequate erosion controls or other Best Management Practices, (BMPs). The outer 30 feet adjacent to the ~~creekstream~~-setback limits may be credited toward meeting the landscaping buffer and pervious coverage requirements.

- 3) A property can be exempt from the ~~creek stream~~-setback requirement upon a showing by a licensed professional engineer that adequate bank stabilization structures or slope protection will be installed in the construction of said structure, having an estimated useful life equal to that of the structure, which will provide adequate erosion control conditions coupled with adequate lateral support so that no portion of said structure adjacent to the stream will be endangered by erosion or lack of lateral support. In the event that the structure is adjacent to any stream which has been channelized or otherwise improved by any agency of government, then such certificate providing an exception to the ~~creek stream~~ setback requirement may take the form of a certification as to the adequacy and protection of the improvements installed by such governmental agency. If such exemption is granted, applicable rights-of-way must be provided and a minimum 20-foot corridor adjacent thereto.



Commented [LL1]: Diagram will be updated to be consistent with usage of "stream" and to show the 20' option.

**Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES**

**POLICY GROUP #4: EROSION AND SEDIMENT CONTROL
AND OTHER BMPs**

ISSUE: Sound erosion and sediment control design and enforcement practices are needed in order to protect valuable land resources, stream and other drainage corridors, and surface water impoundments and for the parallel purpose of meeting applicable Nebraska Department of Environmental Quality regulatory requirements for construction activities that disturb greater than one acre.

“ROOT” POLICY: Promote uniform erosion and sediment control measures by implementing consistent rules for regulatory compliance pursuant to State and Federal requirements, including the adoption of the Omaha Regional Stormwater Design Manual.

SUB-POLICIES:

- 1) Construction site stormwater management controls shall include both erosion and sediment control measures.
- 2) The design and implementation of post-construction, permanent erosion and sediment controls shall be considered in conjunction with meeting the intent of other Stormwater Management Policies.
- 3) Sediment storage shall be incorporated with all regional detention facilities where technically feasible.

REFERENCE INFORMATION

DEFINITIONS

- 1) Erosion Control. Land and stormwater management practices that minimize soil loss caused by surface water movement.
- 2) Sediment Control. Land and stormwater management practices that minimize the transport and deposition of sediment onto adjacent properties and into receiving streams and surface water impoundments.

Exhibit B PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

POLICY GROUP #5: FLOODPLAIN MANAGEMENT

ISSUE: Continued and anticipated development within the Papillion Creek Watershed mandates that holistic floodplain management be implemented and maintained in order to protect its citizens, property, and natural resources.

“ROOT” POLICY: Participate in the FEMA National Flood Insurance Program, update FEMA floodplain mapping throughout the Papillion Creek Watershed, and enforce floodplain regulations to full build-out, base flood elevations.

SUB-POLICIES:

- 1) Floodplain management coordination among all jurisdictions within the Papillion Creek Watershed and the Papio-Missouri River Natural Resources District (P-MRNRD) is required.
- 2) Flood Insurance Studies and Flood Insurance Rate Maps throughout the Papillion Creek Watershed shall be updated as new data and methodologies become available. Any further updates will use current and full-build out conditions hydrology.
- 3) Encroachments for new developments or significant redevelopments within floodway fringes shall not cause any increase greater than one (1.00) foot in the height of the full build-out base flood elevation using best available data.
- 4) Filling of the floodway fringe associated with new development within the Papillion Creek System shall be limited to 25% of the floodway fringe in the floodplain development application project area, unless approved mitigation measures are implemented. The remaining 75% of floodway fringe within the project area shall be designated as a floodway overlay zone. For redevelopment, these provisions may be modified or waived in whole or in part by the local jurisdiction.
- 5) The low chord elevation for bridges crossing all watercourses within FEMA designated floodplains shall be a minimum of one (1) foot above the base flood elevation for full-build out conditions hydrology using best available data.
- 6) ~~The lowest first floor elevation of buildings associated with new development or significant redevelopment that are upstream of and contiguous to regional dams within the Papillion Creek Watershed shall be a minimum of one (1) foot above the 500-year flood pool elevation (i.e. auxiliary spillway crest + 1 foot).~~

REFERENCE INFORMATION

DEFINITIONS (See Figure 1 below and related definitions in Policy Group #3: Landscape Preservation, Restoration, and Conservation).

- 1) Base Flood. The flood having a one percent chance of being equaled or exceeded in magnitude in any given year (commonly called a 100-year flood). *[Adapted from Chapter 31 of Nebraska Statutes]*
- 2) Floodway. The channel of a watercourse and the adjacent land areas that are necessary to be reserved in order to discharge the base flood without cumulatively

Exhibit B PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

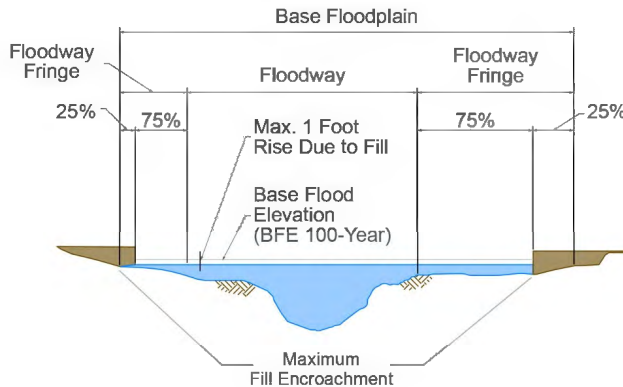


Figure 1 – Floodway Fringe Encroachment Schematic

- increasing the water surface elevation more than one foot. *[Adapted from Chapter 31 of Nebraska Statutes]*. The Federal Emergency Management Agency (FEMA) provides further clarification that a floodway is the central portion of a riverine floodplain needed to carry the deeper, faster moving water.
- 3) Floodway Fringe. That portion of the floodplain of the base flood, which is outside of the floodway. *[Adapted from Chapter 31 of Nebraska Statutes]*
 - 4) Floodplain. The area adjoining a watercourse, which has been or may be covered by flood waters. *[Adapted from Chapter 31 of Nebraska Statutes]*
 - 5) Watercourse. Any depression two feet or more below the surrounding land which serves to give direction to a current of water at least nine months of the year and which has a bed and well-defined banks. *[Adapted from Chapter 31 of Nebraska Statutes]*
 - 6) Low Chord Elevation. The bottom-most face elevation of horizontal support girders or similar superstructure that supports a bridge deck.
 - 7) Flood Insurance Studies and Flood Insurance Rate Maps. FEMA and the P-MRNRD as a Cooperating Technical Partner update Flood Insurance Studies and Flood Insurance Rate Maps as new data, methodologies, or funding is available. FEMA and P-MRNRD work together to determine if updates are necessary. As part of any new study, FEMA will produce both the Flood Insurance Study and Flood Insurance Rate Maps, as well as Flood Risk Products. These products may include a Flood Risk Map, a Flood Risk Report, and a Flood Risk Database, Changes Since Last FIRM, Areas of Mitigation Interest, Flood Depth and Analysis Grids, and Flood Risk Assessment Data. In addition to these standard datasets, the Flood Risk Database may contain custom datasets based on available information.
 - 8) New Development. New development shall be defined as that which is undertaken to any undeveloped parcel that existed at the time of implementation of this policy.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

POLICY GROUP #6: STORMWATER MANAGEMENT FINANCING

ISSUE: Regulatory requirements for stormwater management and implementation of Stormwater Management Policies intended to accommodate new development and significant redevelopment will impose large financial demands for capital and operation and maintenance beyond existing funding resources.

“ROOT” POLICY: Dedicated, sustainable funding mechanisms shall be developed and implemented to meet capital and operation and maintenance obligations needed to implement NPDES Stormwater Management Plans, Stormwater Management Policies, and the Papillion Creek Watershed Management Plan.

SUB-POLICIES:

- 1) All new development and significant redevelopment will be required to fund the planning, implementation, and operation and maintenance of water quality LID.
- 2) A Watershed Management Fee system shall be established to equitably distribute the capital cost of implementing the Papillion Creek Watershed Management Plan among new development or significant redevelopment. Such Watershed Management Fee shall only apply to new development or significant redevelopment within the Papillion Creek Watershed and the initial framework shall consist of the following provisions:
 - a. Collection of fees and public funding shall be earmarked specifically for the construction of projects called for in the Papillion Creek Watershed Management Plan, including Maximum LID costs such as on site detention, regional detention basins, and water quality basins.
 - b. Multiple fee classifications shall be established which fairly and equitably distribute the cost of these projects among all undeveloped areas within the Papillion Creek Watershed.
 - c. Watershed Management Fees (private) are intended to account for approximately one-third (1/3) of required capital funds and shall be paid to the applicable local zoning jurisdiction with building permit applications.
 - d. Watershed Management Fee revenues shall be transferred from the applicable local zoning jurisdiction to a special P-MRNRD construction account via inter-local agreements.
 - e. The P-MRNRD (public) costs are intended to account for approximately two-thirds (2/3) of required capital funds, including the cost of obtaining necessary land rights, except as further provided below; and the P-MRNRD shall be responsible for constructing regional detention structures and water quality basins using pooled accumulated funds.
 - f. The P-MRNRD will seek an extension of its general obligation bonding authority from the Nebraska Legislature to provide necessary construction scheduling flexibility.
 - g. Financing for Papillion Creek Watershed Management Plan projects may require public-private partnership agreements between the P-MRNRD and developers/S&IDs on a case-by-case basis.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

- h. On approximately five (5)-year intervals, the Papillion Creek Watershed Management Plan and Watershed Management Fee framework, rates, and construction priority schedule shall be reviewed with respect to availability of needed funds and rate of development within the Papillion Creek Watershed by the parties involved (local zoning jurisdictions, P-MRNRD, and the development community). Subsequent changes thereto shall be formally approved by the respective local zoning jurisdictions and the P-MRNRD.

- ~~3) The Partnership will continue to work towards establishing a Stormwater Utility Fee System to equitably distribute the costs for ongoing operation and maintenance of all stormwater BMPs and infrastructure among all existing property owners within NPDES MS4 permittees. A Stormwater Utility Fee System shall be established to equitably distribute the costs for ongoing operation and maintenance of all stormwater BMPs and infrastructure among all existing property owners within MS4 jurisdictions.~~
- ~~4) MS4 cities and counties should actively seek legislation from the Nebraska Legislature to allow for the establishment of an equitable stormwater utility fee.~~
- ~~5) The initial framework for the Stormwater Utility Fee System should consist of the following provisions provided Nebraska statutes allow for such a fee:~~
- ~~6) A county or city shall establish by resolution user charges to be assessed against all real property within its zoning jurisdiction and may issue revenue bonds or refunding bonds payable from the proceeds of such charges, all upon terms as the county board or city council determines are reasonable.~~
- ~~7) Such charges shall be designed to be proportionate to the stormwater runoff contributed from such real property and based on sound engineering principles.~~
- ~~8) Such charges should provide credits or adjustments for stormwater quantity and quality BMPs utilized in order to encourage wise conservation and management of stormwater on each property.~~
- ~~9) Such charges shall be collected in a manner that the county or city determines as appropriate and shall not be determined to be special benefit assessments.~~
- ~~10) A county or city shall establish a system for exemption from the charges for the property of the state and its governmental subdivisions to the extent that it is being used for a public purpose. The local elected body shall also provide an appeals process for aggrieved parties.~~
- ~~11) A county shall not impose these charges against real property that is being charges user charges by a city.~~
- ~~12) Any funds raised from a Stormwater Utility Fee shall be placed in a separate fund and shall not be used for any purpose other than those specified.~~

REFERENCE INFORMATION

DEFINITIONS

- 1) Stormwater Management Policies. Initial stormwater management policies were approved in 2009. The policies were developed by the Technical Workgroup and Policy Workgroup that were commissioned by the Papillion Creek Watershed Partnership

Exhibit B

PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

(PCWP) subsequent to the “Green, Clean, and Safe” initiatives developed through the “Watershed by Design” public forums conducted in 2004 and 2005 and subsequently revised by the PCWP in 2009, 2014 and 2019. The following policy groups contain “root” policies and sub-policies for stormwater management that have been developed in addition to the Stormwater Management Financing Policy Group herein:

- Policy Group #1 – Water Quality Improvement
 - Policy Group #2 – Peak Flow ~~Reduction~~Management
 - Policy Group #3 – ~~Landscape Preservation, Restoration, and~~
~~Conservation~~Stream Corridor Preservation
 - Policy Group #4 – Erosion and Sediment Control and Other BMPs
 - Policy Group #5 – Floodplain Management
- 2) Stormwater Management Plan (SWMP). A SWMP is a required part of the NPDES MS4 Stormwater Permits issued to the Papillion Creek Watershed Partnership (PCWP) members. Development of Stormwater Management Policies is an integral part of the SWMP, and such policies are to be adopted by respective PCWP partners.
 - 3) Comprehensive Development Plans. Existing plans developed by local jurisdictions that serve as the basis for zoning and other land use regulations and ordinances. The Stormwater Management Policies are to be incorporated into the respective Comprehensive Development Plans.
 - 4) Policy Implementation. The implementation of the policies will be through the development of ordinances and regulations, in years 3 through 5 of the NPDES permit cycle; that is, by the year 2019. Ordinances and regulations are intended to be consistent for, and adopted by, the respective PCWP members. Such ordinances and regulations shall need to be consistent with the Comprehensive Development Plans of the respective PCWP members.
 - 5) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
 - 6) Water Quality LID. A level of LID using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
 - 7) Maximum LID. A level of LID using strategies, including water quality LID and on-site detention, designed not to exceed peak discharge rates of more than 0.2 cfs/acre during the 2-year storm event or 0.5 cfs/acre during the 100-year storm event based on the contributing drainage from each site, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
 - 8) Baseline Land Use Conditions. That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries. That which existed in 2007 for all areas not within the Papillion Creek Watershed.

Exhibit B
PAPILLION CREEK WATERSHED
STORMWATER MANAGEMENT POLICIES

~~BASIS FOR STORMWATER MANAGEMENT FINANCING ISSUE~~

- ~~1) Time is of the essence for policy development and implementation:
 - ~~a) Under the existing NPDES Municipal Stormwater Permits for MS4s, issued by the Nebraska Department of Environmental Quality, permittees must develop strategies, which include a combination of structural and/or non-structural best management practices for managing non-point source pollution. The current Stormwater Management Plan was developed by the PCWP in 2017 and fully implemented in 2018.~~
 - ~~b) The S&ID platting process is typically several years ahead of full occupation of an S&ID. Therefore, careful pre-emptive planning and program implementation is necessary in order to construct regional stormwater detention and water quality basin improvements in a timely manner to meet the purposes intended and to avoid conflicts from land use encroachments from advancing development.~~~~
- ~~2) Financing to meet capital and O&M obligations for stormwater management projects requires a comprehensive, uniformly applied approach and not a project-by-project approach.~~

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT – 2024 UBAS STREET MAINTENANCE PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to award a contract to McAnany Construction Inc., Shawnee, Kansas for the installation of Ultra-Thin Bonded Asphalt System (UBAS) on select residential streets in an amount not to exceed \$325,000.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

In 2020, the City of Papillion solicited bids for pavement preservation work utilizing an Ultra-Thin Bonded Asphalt System (UBAS) and McAnany Construction was the only bidder. The contract Papillion has with McAnany has extensions of the contract for ten-years, allowing for negotiated and agreed upon increase/decrease in pay items based on national inflation averages. McAnany Construction has agreed to allow the City of La Vista to piggyback off the contract prices set with the City of Papillion for the 2024 construction season. The plan is for this work to take place in the Briarwood neighborhood between Central Park and La Vista Middle School west of Edgewood Blvd. In addition to the residential rehab work, Public Works will be conducting another trial using UBAS like what was done on S.118th St. last year. This trial work will take place on Southport Pkwy between Giles Rd. and Westport Pkwy.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO MCANANY CONSTRUCTION INC, SHAWNEE, KS FOR THE 2024 ULTRA-THIN BONDED ASPHALT SYSTEM (UBAS) STREET MAINTENANCE PROJECT IN AN AMOUNT NOT TO EXCEED \$325,000.00.

WHEREAS, the City Council of the City of La Vista has determined street maintenance is necessary; and

WHEREAS, the FY23/FY24 Biennial budget provides funding for this project; and

WHEREAS, McAnany Construction Inc, Shawnee, KS is the only company in the Midwest performing this work for residential street applications, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to McAnany Construction Inc, Shawnee, KS for the 2023 Ultra-Thin Bonded Asphalt System (UBAS) Street Maintenance project in an amount not to exceed \$325,000.00.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



BRIARWOOD UBAS SITE MAP*



Legend

 UBAS Street Improvement Area



*Map not to scale



CONTRACT

THIS AGREEMENT made and executed in quadruplicate, this 7th day of May 2024, by and between the City of La Vista, hereinafter referred to as "Owner" and McAnany Construction Inc., hereinafter referred to as "Contractor".

WITNESSETH:

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all tools, equipment, labor, materials, transportation and permits required to construct the 2024 UBAS Street Maintenance Project in accordance with the aforesaid plans and specifications for the following unit prices:

	Description	Approx. Quantities		Unit Price			Amount
Base Bid							
1	Mobilization	1	LS	\$26,000	/	LS	\$26,000
2	Macrotexture	25,000	SY	\$2.08	/	SY	\$52,000
3	UBAS	25,000	SY	\$9.20	/	SY	\$230,000
4	Traffic Control	1	LS	\$6,000	/	LS	\$6,000
			Total Base Bid				\$314,000

Contractor shall also furnish all bonds and insurance certificates and pay all permit fees and any other charges levied or required by any governmental authority exercising control over this project.

On or about the first and third Wednesday of each month, the Owner will pay the Contractor **ninety (90) percent** of the value of the work completed as of the end of the preceding payment period, as certified by the Engineer. The balance will be paid upon final completion of the work and formal acceptance by the Owner and Engineer.

Contractor must furnish a **one-hundred (100) percent** Contract Performance Bond and a **one-hundred (100) percent** Labor and Material Payment Bond (including **two (2) year** Maintenance Guarantee) in accordance with the General Conditions of the Contract. Contractor must also furnish a Certificate of Insurance for Worker's Compensation and Public Liability Insurance and Auto Insurance in the manner and with minimum limits as set forth in the General Conditions of the Contract.

Contract is let subject to the following conditions:

Contractor agrees that the work shall be completed within a mutually acceptable sequence and schedule as determine by the City Engineer. As time is of the essence, for each **calendar** day that any work shall remain uncompleted after the above specified completion date, the Contractor shall pay to the Owner the sum of **five hundred dollars (\$500)** per **calendar** day, not as a penalty, but as predetermined and agreed liquidated damages.

This contract for the 2024 UBAS Street Maintenance services between City of La Vista Public Works and the Contractor may be extended on an annual basis for up to five (5) years if mutually agreed to in writing by both the Contractor, and owner, City of La Vista Public Works. Each annual extension will allow for a negotiated and agreed upon increase/decrease in pay items based on national inflation average, increase in labor rates, equipment costs and fluctuation in material pricing. Extension will be agreed upon no later than January 31st of the next calendar year to allow for pricing to be secured.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows above and beyond the bid procurement documents (Plans and Specification):

- (1) A fully dedicated crew will be provided to the City of La Vista and will work 4 to 5 days per week to complete all work identified by the City Engineer until the contracted amount of Base Bid items have been completed.
- (2) The Contractor's crew shall consist of at least five (5) staff and management personnel.
- (3) Traffic control will be provided to a level identified by the City Engineer which is considered safe and acceptable to everyone without argument or change order request.
- (4) Notice to neighbors affected by driveway restrictions will be solely a Contractor responsibility to coordinate and confirm with the City Engineer.
- (5) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (6) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (7) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (8) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of La Vista, NDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of La Vista, NDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (9) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of La Vista shall impose such contract sanctions as it, NDOT or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (10) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the City of La Vista, NDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of La Vista to enter into such litigation to protect the interests of the City of La Vista and, in addition, the contractor may request the State of Nebraska or the United States to enter into such litigation to protect the interests of the United States.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

OWNER_____ CONTRACTOR_____
ATTEST_____ ATTEST_____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
CHANGE ORDER NO. 2 CENTRAL PARK ACCESS ROAD – PARK VIEW	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to execute Change Order No. 2 with Mackie Construction for additional items of work and to memorialize the contract amount net deduct for the quantities of items of work measured in place totaling an overall increase of \$1,481.59 for a total contract amount not to exceed \$1,039,648.02.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval

BACKGROUND

A contract with Mackie Construction was approved on June 15, 2022, to add the Central Park Access to Park View Boulevard for the fire lane on the north end of La Vista City Centre. Change Order No. 1 was approved on December 22, 2022. Change Order No. 2 adds to the contract amount for the placement of Type III Barricades for traffic control on the fire lane and memorializes the contract amount net deduct due to the differences between the as-built measured (in-place) quantities of certain Items of Work.

Change Order No. 2 increases the contract amount not to exceed by 0.11% or \$1,481.59 for a revised total amount not to exceed \$1,039,648.02.

The final pay application for this project is the immediately following this agenda item and is contingent upon the approval of this Change Order.

Change Order No.2 is attached for further review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 2 TO THE CONTRACT WITH MACKIE CONSTRUCTION FOR ADDITIONAL ITEMS OF WORK RESULTING IN AN INCREASE OF \$1,481.59, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$1,039,648.02.

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

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project.

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

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve Change Order No. 2 to the contract with Mackie Construction for additional items of work resulting in an increase of \$1,481.59, for a total contract amount not to exceed \$1,039,648.02.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Change Order No. 2

DATE: April 19, 2024

PROJECT: Central Park Access Road – Park View

TD2 File NO.: 171-422

OWNER: City of La Vista, Nebraska
8116 Park View Blvd.
La Vista, NE 68128

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

CONTRACT DATE: June 15, 2022

DESCRIPTION OF CHANGES:

ADDITIONS:						
Item	Description	Quantity	Unit	Unit Price	Amount	
CO-2.1	Type III Barricades, In Place	1	L.S.	\$ 2,872.00	\$	2,872.00
CO-2.2	Difference in Measured Quantities Versus Contract Amount	1	L.S.	(\$ 1,390.41)	\$	(1,390.41)

TOTAL ADDITIONS = \$2,872.00
TOTAL DEDUCTIONS = (\$1,390.41)

NET CHANGE IN CONTRACT PRICE = \$ 1,481.59
ORIGINAL CONTRACT PRICE = \$ 1,090,474.43
CHANGE ORDER 1 CONTRACT PRICE = \$ 1,038,166.43
CHANGE ORDER 2 CONTRACT PRICE = \$ 1,039,648.02

Reasons for Changes:

Item CO-2.1 Type III Barricades were added to the contract to keep vehicles from accessing the fire access road while under construction. Change order item CO-2.2 reconciles the difference between the measured quantities in the field and the approximate bid quantities. Some bid items were measured higher than the bid amount and others measured lower. The following bid items exceeded the approximate bid quantity: Item 24, 30, 31, 32, 45, 52, CO-1.2, CO-1.3, and CO-1.6. The following bid items were measured lower than the approximate bid quantity: Item 18, 19, 28, 34, and 39.

Respectfully submitted,



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

The undersigned parties to the above-referenced contract hereby agree to the changes as set forth above.

THE CITY OF LA VISTA, NEBRASKA

MAYOR

CLERK

MACKIE CONSTRUCTION

BY

TITLE

Attest

April 19, 2024

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**FINAL PAYMENT RECOMMENDATION 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
CURRENT CONTRACT AMOUNT	\$1,039,648.02

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S) \$ 933,114.94

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	1.0 L.S.	\$ 9,208.05 / L.S.	\$ 9,208.05
5	Stockpile and Redistribute Topsoil (760 CY Moved Twice), Established Quantity	1520.00 C.Y.	\$ 9.39 / C.Y.	\$ 14,272.80
6	Common Earthwork, In Place, Established Quantity	2785.00 C.Y.	\$ 37.54 / C.Y.	\$ 104,548.90
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

Final Payment Recommendation
Central Park Access Road - Parkview
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17	Subgrade Recompaaction, Established Quantity	1100.00	C.Y.	\$	7.63	/	C.Y.	\$	8,393.00
18	Construct 18" RCP Storm Sewer w/Bedding, In Place	198.00	L.F.	\$	111.44	/	L.F.	\$	22,065.12
19	Construct 24" RCP Storm Sewer w/Bedding, In Place	173.00	L.F.	\$	145.46	/	L.F.	\$	25,164.58
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	402.00	S.Y.	\$	70.95	/	S.Y.	\$	28,521.90
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	37.00	S.Y.	\$	110.90	/	S.Y.	\$	4,103.30
31	Construct 8" PCC Pavement, w and w/o Curb, In Place	2088.00	S.Y.	\$	69.49	/	S.Y.	\$	145,095.12
32	Construct 9" PCC Pavement, (Park View Blvd), In Place	68.00	S.Y.	\$	96.43	/	S.Y.	\$	6,557.24
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

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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	72	S.F.	\$	25.68	/	S.F.	\$	1,848.96
40	Furnish and Install Traffic Control Signage, In Place	6.00	EA.	\$	478.88	/	EA.	\$	2,873.28
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	4.00	EA.	\$	293.25	/	EA.	\$	1,173.00
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	1.00	L.S.	\$	13,183.35	/	L.S.	\$	13,183.35
52	Furnish & Install Access Gate Control System w/Detection Loops	1.05	L.S.	\$	8,797.50	/	L.S.	\$	9,233.50
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.	\$	2,129.00	/	EA.	\$	0.00
55	Grounding Rod, Copper Clad, 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.	\$	1,420.51	/	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

Final Payment Recommendation
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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.	\$	14.67	/	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.	\$	243.10	/	C.L.F.	\$	0.00
61	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 THW, 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	1	LS	\$	7,600.00	/	LS	\$	7,600.00
CO-1.2	Furnish & Install 1-1.2 Inch HDPE Conduit, In Place	870	L.F.	\$	18.00	/	L.F.	\$	15,660.00
CO-1.3	#3 AWG THHN Copper Conductor (OPPD Primary)	990	L.F.	\$	5.16	/	L.F.	\$	5,108.40
CO-1.4	Furnish & Install Fiberglass Pull Box, Type PB-6, Access Gate Controls	1	EA.	\$	1,815.00	/	EA.	\$	1,815.00
CO-1.5	#12 AWG THHN Copper Conductor (Access Gate Controls)	480	L.F.	\$	1.79	/	L.F.	\$	859.20
CO-1.6	#6 AWG THHN Copper Conductor (Holiday Lighting Circuit)	1,620	L.F.	\$	4.58	/	L.F.	\$	7,419.60

Final Payment Recommendation
Central Park Access Road - Parkview
April 19, 2024
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CO-1.7	Receptacle Post, Containing One (1) GFCI Duplex Receptacle with In-Use Cover and Mounted in a Gard-N-Post	2 EA.	\$ 950.00 / EA.	\$ 1,900.00
CO-1.8	Soil Stabilization at Box Culvert	1 LS	\$ 8,058.09 / LS	\$ 8,058.09
CO-2.1	Type III Barricades, In Place	1 LS	\$ 2,872.00 / LS	\$ 2,872.00

TOTAL	\$ 1,039,648.02
LESS PREVIOUS PAYMENT RECOMMENDATION(S)	\$ 933,114.94
TOTAL DUE TO CONTRACTOR	\$ 106,533.08

We recommend that payment in the amount of \$106,533.08 be made to Mackie Construction.

Respectfully submitted,



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

PAYMENT CONTINGENT
UPON APPROVAL OF
CONTRACT CHANGE ORDER #2
PMD 4/27/24

cc: Mackie Construction

16.71.0917.000 - SYRT21002 = \$49,111.31 (SYRT21002 RETAINAGE)
05.71.0917.000 - SYRT24006 = \$57,421.77

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
CHANGE ORDER NO. 1 CENTRAL PARK ACCESS ROAD	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to execute Change Order No. 1 with Swain Construction, Inc for the Central Park Access Road project to provide for additional items of work resulting in an increased amount of \$28,797.00 for a total contract amount not to exceed \$657,547.39.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

A contract with Swain Construction Inc. was approved on October 17, 2023, to reconstruct the existing Central Park Access Road from the recently constructed Park View Boulevard Access to Edgewood Drive. This change order increased the Item of Work quantity “Connect to and Extend Water Service to Restroom Building”, upsized said water service line from 1-inch diameter to 1.5-inch diameter, and added a curb stop and box assembly. The change order also increased the restroom footing depth to 42 inches to thwart potential frost-heave concerns of the slab on grade restroom facility.

Change Order No. 1 increases the contract amount not to exceed by 4.58% or \$28,797.00 for a revised total amount not to exceed \$657,547.39.

Pay application #2 for this project is the immediately following this agenda item and is contingent upon the approval of this Change Order.

Change Order No.1 is attached for further review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SWAIN CONSTRUCTION, INC FOR THE CENTRAL PARK ACCESS ROAD PROJECT FOR ADDITIONAL ITEMS OF WORK RESULTING IN AN INCREASED AMOUNT OF \$28,797.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$657,547.39.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the Existing Central Park Access Road project is necessary; and

WHEREAS, The FY23/FY24 Biennial Budget provides funding for this project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve Change Order No.1 to the contract with Swain Construction, Inc for the Central Park Access Road project to provide for additional items of work resulting in an increased amount of \$28,797.00, for a total contract amount not to exceed \$657,547.39.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Change Order No. 1

DATE: April 29, 2024

PROJECT: Central Park Access Road Reconstruction - Edgewood

TD2 File NO.: 171-422

OWNER: City of La Vista, Nebraska
8116 Park View Blvd.
La Vista, NE 68128CONTRACTOR: Swain Construction, Inc.
6002 N 89th Circle
Omaha, NE 68134

CONTRACT DATE: October 17th, 2023

DESCRIPTION OF CHANGES:

ADDITIONS:					
Item	Description	Quantity	Unit	Unit Price	Amount
CO-1.1	Increase Qty of Bid Item 19, Connect to and Extend Water Service to Restroom Building, increase size of water service from 1" to 1.5", Add curb stop and box	380	L.F.	\$ 49.15	\$ 18,677.00
CO-1.2	Add Reinforced Concrete Footing for Restroom Building	1	L.S.	\$ 10,120.00	\$ 10,120.00
				TOTAL ADDITIONS =	\$ 28,797.00
				TOTAL DEDUCTIONS =	(\$ 0.00)
				NET CHANGE IN CONTRACT PRICE =	\$ 28,797.00
				ORIGINAL CONTRACT PRICE =	\$ 628,750.39
				REVISED CONTRACT PRICE =	\$ 657,547.39

Reasons for Changes:

During an on-site meeting it was determined that a new water service to the restroom building was desired (extension from the water meter pit located near Edgewood Drive). An additional 380 L.F. of 1.5" water line is needed to make the connection and a new curb stop and box is required. The restroom building plans from Public Restroom Building did not include footings for the restroom building and Item CO-1.2 proposes to add the footings to this contract.



Bradley Huyck, P.E.

THOMPSON, DREESSEN & DORNER, INC.

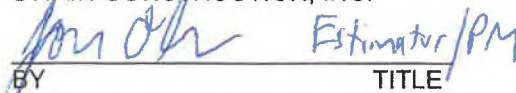
The undersigned parties to the above-referenced contract hereby agree to the changes as set forth above.

THE CITY OF LA VISTA, NEBRASKA

MAYOR

CLERK

SWAIN CONSTRUCTION, INC.



BY

TITLE



Attest

May 2, 2024
Page 1 of 3

**PAYMENT RECOMMENDATION NO. 2 ON CONTRACT FOR
CENTRAL PARK ACCESS ROAD RECONSTRUCTION - EDGEWOOD**

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

Contractor: Swain Construction Inc.
6002 N 89th Circle
Omaha, NE 68134

CONTRACT AMOUNT \$ 628,750.39
REVISED CONTRACT AMOUNT \$ 657,547.39

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S) \$ 113,166.00

Item	Description	Approx. Quantities		Unit Price		Amount
1	Mobilization	1.00	L.S.	\$ 9,000.00 / L.S.	\$	9,000.00
2	Traffic Control	1.00	L.S.	\$ 5,000.00 / L.S.	\$	5,000.00
3	Stockpile and Redistribute Topsoil (875 C.Y. Moved Twice) Established Quantity	1,750.00	C.Y.	\$ 6.50 / C.Y.	\$	11,375.00
4	Common Earthwork, In Place	330.00	C.Y.	\$ 35.00 / C.Y.	\$	11,550.00
5	Embankment Haul In, Compacted in Place	710.00	C.Y.	\$ 15.00 / C.Y.	\$	10,650.00
6	Building Pad Preparation	200.00	C.Y.	\$ 18.00 / C.Y.	\$	3,600.00
7	Subgrade Preparation	350.00	C.Y.	\$ 4.00 / C.Y.	\$	1,400.00
8	Remove and Dispose of Existing Brick Entrance Structure	1.00	L.S.	\$ 1,000.00 / L.S.	\$	1,000.00
9	Remove and Dispose ACC Pavement	3,385.00	S.Y.	\$ 6.50 / S.Y.	\$	22,002.50
10	Remove and Dispose PCC Pavement	135.00	S.Y.	\$ 9.15 / S.Y.	\$	1,235.25
11	Remove and Dispose of Existing Tree	2.00	EA.	\$ 190.00 / EA.	\$	380.00
12	Remove Existing Power Pedestal	6.00	EA.	\$ 900.00 / EA.	\$	5,400.00
13	Construct 15" HDPE Storm Sewer w/Bedding, In Place	100.00	L.F.	\$ 73.50 / L.F.	\$	7,350.00
14	Construct 18" HDPE Storm Sewer w/Bedding, In Place	125.00	L.F.	\$ 76.65 / L.F.	\$	9,581.25
15	Construct Type III Curb Inlet, In Place	2.00	EA	\$ 4,800.00 / EA	\$	9,600.00
16	Construct Type I Curb Inlet, In Place	2.00	EA	\$ 4,800.00 / EA	\$	9,600.00
17	Tap Existing Storm Sewer Manhole	2.00	EA	\$ 1,575.00 / EA	\$	3,150.00
18	Reconnect Water Line at Meter Pit	0.00	L.S.	\$ 2,625.00 / L.S.	\$	0.00
19	Connect to and Extend Water Service to Restroom Building Location	20.00	L.F.	\$ 215.25 / L.F.	\$	4,305.00
20	Locate Existing Sanitary Sewer Stub and Install Double Cleanout	1.00	L.S.	\$ 1,575.00 / L.S.	\$	1,575.00

Payment Recommendation No.2
Central Park Access Road Reconstruction - Edgewood
May 2, 2024
Page 2 of 3

21	Construct 6" SDR 26 PVC Sanitary Sewer w/Bedding, In Place	10.00	L.F.	\$	110.25	/	L.F.	\$	1,102.50
22	Construct 6" PCC Trail Pavement, In Place	300.00	S.Y.	\$	75.00	/	S.Y.	\$	22,500.00
23	Construct 5" PCC Sidewalk, In Place	305.00	S.Y.	\$	63.00	/	S.Y.	\$	19,215.00
24	Construct 8" PCC Pavement with Integral Curb, In Place	3,495.00	S.Y.	\$	80.00	/	S.Y.	\$	279,600.00
25	Construct ADA Compliant Curb Ramp w/ Detectable Warning	6.00	EA.	\$	1,400.00	/	EA.	\$	8,400.00
26	Construct ADA Compliant Parking Stall, Ramp, and Signage	2.00	EA.	\$	1,800.00	/	EA.	\$	3,600.00
27	Construct Concrete Speed Hump with Striping and Signage, In Place	0.00	EA.	\$	12,500.00	/	EA.	\$	0.00
28	Paint 4" Wide White Pavement Marking Paint, In Place	0.00	L.F.	\$	1.45	/	L.F.	\$	0.00
29	Install 24" Wide, White, Permanent Marking Tape, Grooved In Place	0.00	L.F.	\$	46.47	/	L.F.	\$	0.00
30	Furnish and Install Stop Sign	1.00	EA.	\$	614.74	/	EA.	\$	614.74
31	Furnish and Install Park Signage	1.00	LS.	\$	776.51	/	LS.	\$	776.51
32	Drill and Grout 1"x18" Epoxy Coated Dowel Bars, In Place	24.00	EA.	\$	12.00	/	EA.	\$	288.00
33	Adjust Existing Utility Structure Rim to Proposed Grade	6.00	EA.	\$	300.00	/	EA.	\$	1,800.00
34	Pull Wire and Make Final Electrical Connection to Restroom Building Panel	0.00	LS.	\$	14,543.55	/	LS.	\$	0.00
35	Crushed Rock, Unstable Trench, If Necessary	100.00	TON	\$	59.85	/	TON	\$	5,985.00
36	Geotextile Fabric, Unstable Trench, If Necessary	100.00	S.Y.	\$	5.25	/	S.Y.	\$	525.00
37	Install, Maintain and Remove Stabilized Construction Entrance	1.00	EA.	\$	3,513.70	/	EA.	\$	3,513.70
38	Install, Maintain, and Remove Inlet Filters	4.00	EA.	\$	471.47	/	EA.	\$	1,885.88
39	Install and Maintain Fabric Silt Fence	1,200.00	L.F.	\$	3.78	/	L.F.	\$	4,536.00
40	Remove and Dispose Fabric Silt Fence	0.00	L.F.	\$	0.53	/	L.F.	\$	0.00
41	K-31 Fescue Permanent Seeding with Tensar S-75 Erosion Control Matting (Or Approved Equal), In Place	1.50	AC	\$	8,131.20	/	AC	\$	12,196.80
42	Remove and Dispose ACC Pavement	865.00	S.Y.	\$	6.50	/	S.Y.	\$	5,622.50
43	Remove and Dispose Existing Concrete Curb Stop	17.00	EA.	\$	60.00	/	EA.	\$	1,020.00
44	Construct 5" PCC Sidewalk, In Place	205.00	S.Y.	\$	63.00	/	S.Y.	\$	12,915.00

Payment Recommendation No.2
 Central Park Access Road Reconstruction - Edgewood
 May 2, 2024
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45	Construct 8" PCC Pavement, No Curb, In Place	725.00	S.Y.	\$	80.00	/	S.Y.	\$	58,000.00
46	Construct ADA Compliant Parking Stall and Signage	1.00	EA.	\$	1,600.00	/	EA.	\$	1,600.00
47	Paint 4" Wide White Stall Striping	0.00	L.F.	\$	1.45	/	L.F.	\$	0.00
48	Install Concrete Parking Bumper, In Place	0.00	EA.	\$	150.00	/	EA.	\$	0.00
49	Install 1.5" Sch. 40 Conduit for Electrical Service	0.00	L.F.	\$	21.32	/	L.F.	\$	0.00
CO-1.1	Increase Qty of Bid Item 19, Increase Size of Water Service from 1" to 1.5", Curb Stop and Box	380	L.F.	\$	49.15	/	L.F.	\$	18,677.00
CO-1.2	Restroom Building Footings	1	LS.	\$	10,120.00	/	LS.	\$	10,120.00
CONTRACT TOTAL									\$ 602,247.63
LESS 10% RETAINED									\$ 60,224.76
LESS PREVIOUS PAYMENT RECOMMENDATION(S)									\$ 113,166.00
TOTAL DUE TO CONTRACTOR									\$ 428,856.87

We recommend that payment in the amount of \$428,856.87 be made to Swain Construction.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER INC.



Trevor Veskna, P.E.

cc: Josh Oles, Swain Construction
 Michelle Lyons, Swain Construction
 Brad Huyck, TD2

OK TO PAY
 (CONTINGENT UPON
 CONTRACT CHANGE ORDER #1

PMD 5/2/2024

05.71.0917.000 - START 24000

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
SARPY COUNTY AND CITIES WASTEWATER AGENCY – REVISED SEWER USER RATES AND CONNECTION FEE SCHEDULE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared approving the Sarpy County and Cities Wastewater Agency revised Sewer User Rate and Connection Fee Schedule.

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 V(A)(3) of the Formation Interlocal, the Agency has the power and authority to “[e]stablish just and equitable rates, fees, or charges for the use of or connection to the Unified SSWS, any property or equipment associate therewith, or any services proved in connection with [the Unified SSWS}”. Which shall be presented to and subject to approval of the individual governing body of each Member.

A copy of the Agency resolution with the revised Sewer User Rates and Connection Fees Schedule is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A REVISED SEWER USER RATES AND CONNECTION FEES SCHEDULE FOR THE SARPY COUNTY AND CITIES WASTEWATER AGENCY (SCCWWA)

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. Section 13-801 et. seq., Sarpy County and the Cities of Papillion, Bellevue, Springfield, Gretna, and La Vista (each a "Member") entered into an agreement (as amended, the "Formation Interlocal"), and formed an interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

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 approved a revised Sewer User Rates and Connections Fee Schedule, attached as EXHIBIT A (the "SCCWWA Rate and Fee Schedule"); and

WHEREAS, certain actions of the Agency Board require approval of the Members and the Agency Board has submitted the revised Sewer User Rates and Connections Fee Schedule to the Members for approval.

NOW, THEREFORE, BE IT RESOLVED by the City of La Vista City Council that the revised Sewer User Rates and Connections Fee Schedule are approved.

BE IT FURTHER RESOLVED that neither the revised Sewer User Rates and Connections Fee Schedule nor the 2020 Rate and Fee Policies, nor any part thereof, shall apply to or within the City of La Vista or any area within the corporate boundaries or extraterritorial or other jurisdiction of the City of La Vista, as such corporate boundaries or jurisdiction from time to time may be adjusted.

BE IT FURTHER RESOLVED that recitals above and attached exhibits are incorporated into this Resolution by reference.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Bueche, MMC
City Clerk

**RESOLUTION ADOPTING A REVISED SEWER USER RATES AND CONNECTION
FEES SCHEDULE FOR THE UNIFIED SSWS**

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 an agreement (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);

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, pursuant to Section V(A)(3) of the Formation Interlocal, the Agency has the power and authority to “[e]stablish just and equitable rates, fees, or charges for the use of or connection to the Unified SSWS, any property or equipment associated therewith, or any services provided in connection with [the Unified SSWS]”;

WHEREAS, pursuant to Agency Resolution No. 2019-013 and in accordance with the Formation Interlocal, the Agency approved and established user rates and connection fees for land development within the Agency’s Jurisdiction (the “2019 Rate and Fee Schedule”);

WHEREAS, pursuant to Agency Resolution No. 2020-014, the Agency Board revoked and replaced the 2019 Rate and Fee Schedule with a revised sewer user rates and connection fees schedule (the “2020 Rate and Fee Schedule”), and also established related policies and procedures with respect to the calculation, payment and collection of the user rates and connection fees set forth in the 2020 Rate and Fee Schedule (the “2020 Rate and Fee Policies”);

WHEREAS, pursuant to Agency Resolution No. 2020-014, the Agency Board reserved the right to amend, revise, supplement and revoke at any time the 2020 Rate and Fee Schedule;

WHEREAS, pursuant to Section 1 of the 2020 Rate and Fees Policies, the Agency is required to conduct a cost-of-service study to determine whether this 2020 Rate and Fee Schedule is sufficient to support the Agency’s financial obligations and, if necessary, to modify the same accordingly;

WHEREAS, pursuant to Agency Resolution No. 2023-005, the Agency Board retained Carollo Engineers, Inc. (“Carollo”) to conduct a cost-of-service study and to recommend potential changes to the Agency’s 2020 Rate and Fee Schedule;

WHEREAS, Carollo completed its cost-of-service study and reported to the Agency Board its findings and recommendations with respect to the Agency’s connection fee and user rates structure;

WHEREAS, Carollo recommended to the Agency Board that the connection fees set forth in the 2020 Rate and Fee Schedule be modified and supplemented so the Agency can satisfy its long-term development plans, operations, maintenance, and debt service obligations. Specifically, Carollo recommended the connection fees increase by 25% for Agency FY2024-2025, and by 5% each year thereafter; Carollo did not recommend any changes to the annual increases for the wholesale user rates, which will continue to increase by 5% per year;

WHEREAS, in addition to Carollo's wholesale user rate recommendation, Agency staff also recommended that the Agency Board adopt a separate "Service Agreement" user rate applicable to wastewater flows from users connected to existing Member sewer systems within and subject to the Agency's Jurisdiction and subject to a service agreement between the Agency and each such Member;

WHEREAS, the Agency Board has reviewed the revised rate schedule attached hereto as **Exhibit A** setting forth the updated user rates and connection fees which will be applicable to the land subject to the Agency's Jurisdiction (hereinafter the "SCCWWA Rate and Fee Schedule");

WHEREAS, the Agency Board deems it appropriate and advisable to approve the attached SCCWWA Rate and Fee Schedule, and finds that the fees and charges set forth therein are reasonable, fair, just and equitable and the revenue generated from such charges and fees will be used for maintenance and operation of the Unified SSWS, for payment of Agency bonds and debt service, and toward reserve funds for future sewer maintenance or construction of the Unified SSWS; and

WHEREAS, the Members shall submit the attached SCCWWA Rate and Fee Schedule to their respective governing bodies and planning and zoning boards (or related bodies) for review, approval and incorporation into their respective comprehensive development and land use plans or similar instruments so that development occurring within each Member's zoning jurisdiction and the Agency's Jurisdiction shall be subject to the SCCWWA Rate and Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD, that the attached SCCWWA Rate and Fee Schedule is hereby approved and established over the Agency's Jurisdiction, and, from and after the date hereof, the Agency shall charge and assess the applicable user rates and connection fees for the applicable services within the Agency's Jurisdiction in the amounts set forth on the attached SCCWWA Rate and Fee Schedule regardless of whether the Unified SSWS is completed, operational, or servicing each Member's jurisdiction;

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD, that the Members agree to submit the attached SCCWWA Rate and Fee Schedule to their respective governing bodies and planning and zoning boards (or related bodies) for review, approval and incorporation into their respective comprehensive development and land use plans or similar instruments so that the development occurring within each Member's zoning jurisdiction and the Agency's Jurisdiction shall be subject to the attached SCCWWA Rate and Fee Schedule; the effective date of the attached SCCWWA Rate and Fee Schedule and SCCWWA Rate and Fee Policies shall be the date that all governing bodies of the Members approve the SCCWWA Rate and Fee Schedule and SCCWWA Rate and Fees Policies;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Agency's adoption of the attached SCCWWA Rate Fee Schedule does not in any manner restrict, limit, or control either Gretna's, Springfield's, Sarpy County's or Papillion's sole authority to own, operate, maintain, design, construct, extend, and collect revenue from their Existing Sewer Systems located within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, and Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield (as the same may be amended from time to time) and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019 and the sewer systems therein that are not connected to the Unified SSWS (as defined in the Formation Interlocal);

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, that the 2020 Rate and Fee Schedule is hereby revoked and replaced in its entirety with the SCCWWA Rate and Fee Schedule attached hereto, but the 2020 Rate and Fee Policies shall remain in full force and effect, it being in the intent of the Agency Board that the 2020 Rate and Fee Policies shall apply to the calculation, payment and collection of user rates and connection fees established by the attached SCCWWA Rate and Fee Schedule and to any other rates, fees and charges established by the Agency in the future;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, that prior to the end of FY 2025-2026, the Agency staff shall review and update the current Carollo rate study to determine whether the attached SCCWWA Rate and Fee Schedule continues to support the Agency's current and projected operation and maintenance costs and Agency financial obligations and, if necessary, whether to amend, revise, supplement and/or revoke all or portions of such schedule; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, that the SCCWWA Rate and Fee Schedule may be amended, revised, supplemented and revoked at any time in the Agency Board's sole and absolute discretion.

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 24th day of April, 2024.

ATTEST:

Lisa A. Hain
Sarpy County and Cities
Wastewater Agency Secretary



David R. Kelly
Sarpy County and Cities Wastewater
Agency Board Chair

Note: the effective date of the attached SCCWWA Rate and Fee Schedule shall be the date that all governing bodies of the Members approve the same.

SCCWWA Rate and Fee Schedule Adopted by Agency Board:	[4/24], 2024
SCCWWA Rate and Fee Schedule Adopted by Sarpy County Governing Body:	[], 2024
SCCWWA Rate and Fee Schedule Adopted by Bellevue Governing Body:	[], 2024
SCCWWA Rate and Fee Schedule Adopted by Gretna Governing Body:	[], 2024
SCCWWA Rate and Fee Schedule Adopted by La Vista Governing Body:	[], 2024
SCCWWA Rate and Fee Schedule Adopted by Papillion Governing Body:	[], 2024
SCCWWA Rate and Fee Schedule Adopted by Springfield Governing Body:	[], 2024

EXHIBIT A***Effective: August 26, 2020****Adopted by Sarpy County and Cities Wastewater Agency on August 26, 2020, pursuant to Resolution No. 2020-014**Amended on April 24, 2024, pursuant to Resolution No. 2024-012***SCCWWA Rate and Fee Schedule****USER RATES¹ (per 1,000 gallons)**

Wholesale User Rates. The below Wholesale User Rates shall apply to wastewater flows from (a) Member sewer systems connected to the Unified SSWS under a connection and wastewater service agreement between the Agency and such Member(s); and (b) users connected to the Unified SSWS under a wastewater service or connection agreement between the Agency and such user(s). Wholesale User Rates shall be computed based on actual wastewater flows measured by flow meters at connection points to the Unified SSWS or as otherwise set forth in such wastewater service or connection agreement between the Agency and the Member (or other user, as applicable).

Property Use	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Residential	\$10.21	\$10.81	\$11.36	\$11.95	\$12.58
Commercial/Civic/Multifamily	\$10.21				
Industrial	\$15.32				

Service Agreement User Rate. The below Service Agreement User Rate shall apply to wastewater flows from users and developments connected to existing Member sewer systems within and subject to the Agency's Jurisdiction and subject to a service agreement between the Agency and each such Member. Unless otherwise set forth in a separate service agreement or connection and wastewater service agreement between the applicable Member and the Agency, the Service Agreement User Rate will be computed based on the water consumption calculated and billed by each Member's water service provider. The Members' calculation of water consumption may be based on actual consumption, average consumption, or a combination thereof.

Property Use	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
All uses	\$6.38	\$6.79	\$7.16	\$7.57	\$8.01

¹ The User Rates reflect a 5% increase over the prior year rate.

CONNECTION FEES²

Property Use	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Single-family Residential lots located in the Urban Reserve Zone ("URZ") ³ consisting of three acres or less, and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations	\$4,571 per parcel/tract/lot	\$5,714 per parcel/tract/lot	\$6,000 per parcel/tract/lot	\$6,300 per parcel/tract/lot	\$6,615 per parcel/tract/lot
Single-family Residential parcel/tract/lots located in the URZ consisting of twenty acres or more, and approved for development through applicable Member large-lot or similar type zoning and/or subdivision regulations	\$4,571 per parcel/tract/lot	\$5,714 per parcel/tract/lot	\$6,000 per parcel/tract/lot	\$6,300 per parcel/tract/lot	\$6,615 per parcel/tract/lot
All other uses that do not fall within the residential uses described in the two rows immediately above including, without limitation, all other Residential, Commercial, Industrial, Civic and Multifamily uses	\$22,845 per acre	\$28,556 per acre	\$29,984 per acre	\$31,484 per acre	\$32,059 per acre

* Single-family residential lots located in the URZ consisting of (i) three acres or less and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations, or (ii) twenty acres or more and approved for development through applicable Member large lot or similar type zoning and/or subdivision regulations shall pay a flat connection fee in accordance with the schedule above.

² The Connection Fees for FY 2024-2025 reflect a 25% increase to the Connection Fees for FY2023-2024. The Connection Fees for FY 2025-2026, and for each fiscal year thereafter, reflect a 5% increase over the prior year fee.

³ As defined pursuant to the Agency's Growth Management Plan initially adopted by the Agency on June 26, 2019, pursuant to Resolution No. 2019-004, as amended from time to time, with the most-recent amendment adopted by the Agency Board on June 28, 2023, pursuant to Resolution No. 2023-019.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – FLOOR COVER TILES & HAND TRUCKS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of floor cover tiles and hand trucks from Egan Supply Co., Omaha, Nebraska in an amount not to exceed \$26,000.

FISCAL IMPACT

The FY23/FY24 Biennial Budget includes funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The Community Center recently underwent a resurfacing of the basketball court in April 2024. The court is rented to the public for various non-sport events such as toy shows, banquets, and craft fairs. To protect the newly resurfaced basketball court during these special events, staff is requesting approval to purchase floor cover tiles. These tiles are easy to install, pick up and store. They feature a rubber backing that ensures they stay in place without marking the floors. Made of polypropylene fibers, the tiles are simple to clean, similar to an average carpet. These tiles offer a safer alternative to vinyl rolls, which often bubble and pose tripping hazards, and are easily replaceable.

Funding of \$30,000 was originally included in the FY24 budget for replacement of meeting room partitions. When quotes were received, the actual cost to replace the partitions was \$76,150. The partitions are original equipment to the building and although they are showing their age, they continue to function properly. Staff recently became aware of the floor tile option to protect the gym floor and recommend this as a good way to protect the investment that was recently made to refinish the gym floor. Staff solicited quotes for the tiles and Egan Supply Co. was the most affordable and is a local business.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF FLOOR COVER TILES AND HAND TRUCKS FROM EGAN SUPPLY CO., OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$26,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of floor cover tiles and hand trucks are 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 purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of floor cover tiles and hand trucks from Egan Supply Co., Omaha, Nebraska in an amount not to exceed \$26,000.00.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Quoted

CITY OF LAVISTA
8116 PARKVIEW BLVD
LAVISTA NE 68128
Tel:402-331-3455 Fax:

Ship To

CITY OF LAVISTA
8116 PARKVIEW BLVD
LAVISTA NE 68128

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q041706	03/12/2024	05/11/2024	0005139			AC
Job ID			Customer Terms		Salesman	
			Net 30 Days		PAT EGAN	

Product	Description	UM	Quant	Unit Price	Extension
PI-G-GPET3570	Eco Tile System 35"x70", G-GPET3570-TileG	EA	473	44.71	21147.83
PI-GPTILECART	Tile Storage Cart 36"x72" - holds up to 200 tiles	EA	4	841.61	3366.44
FRT	FREIGHT Estimate	EA	1	1174.78	1174.78

X: _____ (Accepted by)	Sub Total	\$25,689.05	T o t a l \$25,689.05
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	

MESSAGE

FOB Destination, Freight Collect

TERMS

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
WAYFINDING IMPLEMENTATION PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to accept the Wayfinding Implementation Plan.

FISCAL IMPACT

Upon completion of the plan, staff was directed to develop an implementation plan to provide a phased process of implementing the plan. This will allow the city to spread the costs, coordination with other projects, and take advantage of the fiscal opportunities of scale. The recommended phases are:

Phase 1 – Parks (21 Signs, 16 Have been installed) – FY23-25
Phase 2 – Directional (36 Signs) – FY24-25
Phase 3 – Destination Arrival & Building ID (12 Signs) – FY25-26
Phase 4 – Secondary/Tertiary Entry (10 Signs) – FY26-27
Phase 5 – Primary Gateway Signs (6 Signs) – FY27-28
Phase 6 – Bike/Pedestrian Signs and Future Artwork – FY28-29

RECOMMENDATION

Approval.

BACKGROUND

A Wayfinding Plan for the City of La Vista was prepared by Design Workshop and adopted by the City Council on April 19, 2022. The Plan provides basic designs for various directional, parks, and building signage throughout the city, as well as other wayfinding structures and artwork. The Plan also provides opportunities to implement the City's brand.

As a part of the brand development process, the need for La Vista not only to become a destination, but educating people about the boundaries between communities was identified. We heard that there is nothing distinctive about any community in the area. In fact, one of our greatest challenges was our undefined identity, and it has been clear over the years that most people do not know if they're in La Vista or where La Vista is in the context of the metro area.

This lack of differentiation is an opportunity for La Vista to make our entryways distinct from the surrounding community. One of the most significant ways to do this is through signage and other infrastructure.

Wayfinding is specifically listed in the "Shop 1.4" goal of the Comprehensive Plan: "Invest in high-quality streetscapes in these areas, including plazas, public art, pedestrian amenities, and wayfinding signage (the process of getting a visitor from point A to B)." It is also listed in "Shop 3.3": Install streetscape improvements along 84th Street, including landscaping, wayfinding, lookout areas or view corridors, and other amenities." This project is also referred to in "Move 3.1", "Fun 1.3", and "Fun 3.1".

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA
ACCEPT WAYFINDING IMPLEMENTATION PLAN.

WHEREAS, on November 17, 2020 the City Council authorized the selection of Design Workshop as the consultant to prepare a Wayfinding Framework Plan, a tool for the City to extend its brand, create meaningful experiences and establish a sense of place; and

WHEREAS, on April 19, 2022, the City Council accepted the final Wayfinding Framework Plan; and

WHEREAS, staff has prepared a proposed Wayfinding Implementation Plan, as presented at this meeting, to carry out the Wayfinding Framework Plan, including phasing, design and installation considerations and preliminary estimated costs of various stages; and

WHEREAS, the Mayor and City Council desire to adopt the Wayfinding Implementation Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept Wayfinding Implementation Plan.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Wayfinding Implementation Plan

An Update to La Vista's Wayfinding
Project

A Defined Purpose

The purpose of this Wayfinding Implementation Plan is to provide a logical, obtainable path forward toward implementing the original Wayfinding Framework Plan. The Wayfinding Framework Plan provides the schematic design and conceptual framework for creating a wayfinding project but an implementation plan provides the steps forward to successful project completion.

Even with the advent of online mapping applications, wayfinding signage still carries importance and continues to be a priority for many communities. Wayfinding provides people with trustworthy information and encourages exploration, discovery, and repeat visits. On top of the directional assistance, wayfinding signage is a way to express the community's brand.

Through the City's last comprehensive planning process, it was also determined that many people simply didn't know where La Vista was. Beyond placing signage at the main street intersections with the La Vista City Limits, signage throughout the community with a style and colors that are consistent with the City's brand lets visitors know that they are in La Vista, even if they've missed the entry signs.

Additionally, the principles of the Wayfinding Framework Plan include the key areas that need to be addressed in terms of location, design and life cycle of the wayfinding elements. These principles were defined through the original Wayfinding Framework Plan.

1 IDENTIFY & GUIDE Distinguish La Vista as a unique destination amongst its peers.	2 ADAPTABLE & PRACTICAL Remain practical by addressing long-term functionality and application.	3 ENHANCE & ENLIVEN Create memorable experiences through placemaking tactics.
<ul style="list-style-type: none"> •Set La Vista apart •Achieve consistency •Cultivate a sense of place •Address character areas: 72nd, 84th, 96th, Giles, Harrison, Southport, City Centre, City Campus, Central Park... 	<ul style="list-style-type: none"> •Expandability for future growth •Develop signage standards and guidelines •Be practical •Address rules and regulations in parks •Account for City facilities/parks •MUTCD compliant 	<ul style="list-style-type: none"> •Showcase creativity •Improve the pedestrian experience/ enhance public realm •Integrate public art/ creative expressions of brand •Present some creative risks/ be quirky + memorable •Include wit, play, and humor!

Implementing the Wayfinding Framework plan also meets a number of the objectives of the City's Comprehensive Plan. Namely, those objectives are:

<p>MOVE-1: Promote physical activity through universally accessible parks, recreation and trail facilities.</p>	<p>MOVE-3: Enhance the physical appearance and Character of the community, with special emphasis on commercial corridors and community gateways.</p>
<p>MOVE-1.4: Promote the development of detached sidewalks and pedestrian amenities, such as tree lawns and landscaping; benches; wayfinding signage; and beautification features such as artwork or murals to energize and activate the public realm.</p>	<p>MOVE-3.1: Create entry ways into La Vista that feature streetscapes to immediately distinguish the City as attractive and pedestrian-oriented with an array of landscaping, street furniture, banners, signage, and decorative lighting, that promotes walkability and reduced traffic congestion.</p>
<p>FUN-3: Promote the ecology of streams and open drainageway systems by evolving them into trail systems with educational/interpretational components.</p>	<p>SHOP-1: Establish the city as a regional destination.</p>
<p>FUN-3.1: Identify trails along drainage ways with Branding, art, and signage to reinforce the City's identity and educate residents about water quality and the protection of environmentally sensitive areas.</p>	<p>SHOP-1.4: Invest in high-quality streetscapes in these areas, including plazas, public art, pedestrian amenities, and wayfinding signage (the process of getting a visitor from point A to B).</p>

A Phased Approach

The Wayfinding Plan provides a vision and guide for investments in wayfinding that align with and enhance the city's existing and future network of roads, trails, and sidewalks. Implementing a comprehensive wayfinding system can be costly, thus, the Wayfinding Plan prescribes a phased approach to help plan and program for these investments to be made over time. This phased approach is not intended to prohibit the development of a wayfinding project if an opportunity arises; rather, it is intended to keep the implementation of the Wayfinding Plan on track, moving forward, and catalyzing the development of a cohesive networking of wayfinding signage and treatments throughout the entire city.

Considerations Regarding Implementation

Although this Wayfinding Implementation Plan depicts a path forward for the implementation of the different sign types in a phased approach, it is not intended to require that any given sign must only be constructed in its respective phases. An immediate need or unforeseen circumstance may require the implementation of specific signs earlier than the phases depicted in this plan. For instance, the opening of the Astro Event Center in La Vista City Centre has highlighted a need for the installation of vehicle/pedestrian signage in that specific area in advance of the time designated for the implementation of those sign types noted in this plan.

Additionally, there are multiple city-led construction projects slated to occur within (and outside of) the implementation timeframes discussed in this plan, and the wayfinding signage associated with the geographic areas impacted by those construction projects, regardless of which implementation phase is underway, will be included within the bid specifications for those projects, and will be installed as part of the project construction.

Overall, this Wayfinding Implementation Plan is considered a “living document”. The phasing and the scope of each phase is fluid based on the impact of factors including other city-led projects, private development, as well as issues with easements, design, costs, and constructability.

I. Phase 1 – Parks

With the completion of La Vista's Wayfinding Framework Plan, the Wayfinding Team looked for a low-cost / high-impact phase to make an immediate impact and kickstart the implementation phase of this project. The City's park signage, aging and in need of replacement, made for an ideal first phase. The City's Parks Superintendent worked with multiple sign companies and vendors to devise a design and construction that was simple and easy to maintain.

Wayfinding Signage Installed as Part of this Phase

Destination Arrival ID – Small Parks

As part of Phase I of the Wayfinding Signage Implementation Project, a total of 16 Destination Arrival ID signs were installed in the minor parks throughout the community. These signs are constructed out of steel and are wrapped utilizing a durable material that provides a color of blue that matches our brand. If damaged, for any reason, the wrap on these signs can be easily and quickly replaced at a relatively low cost.

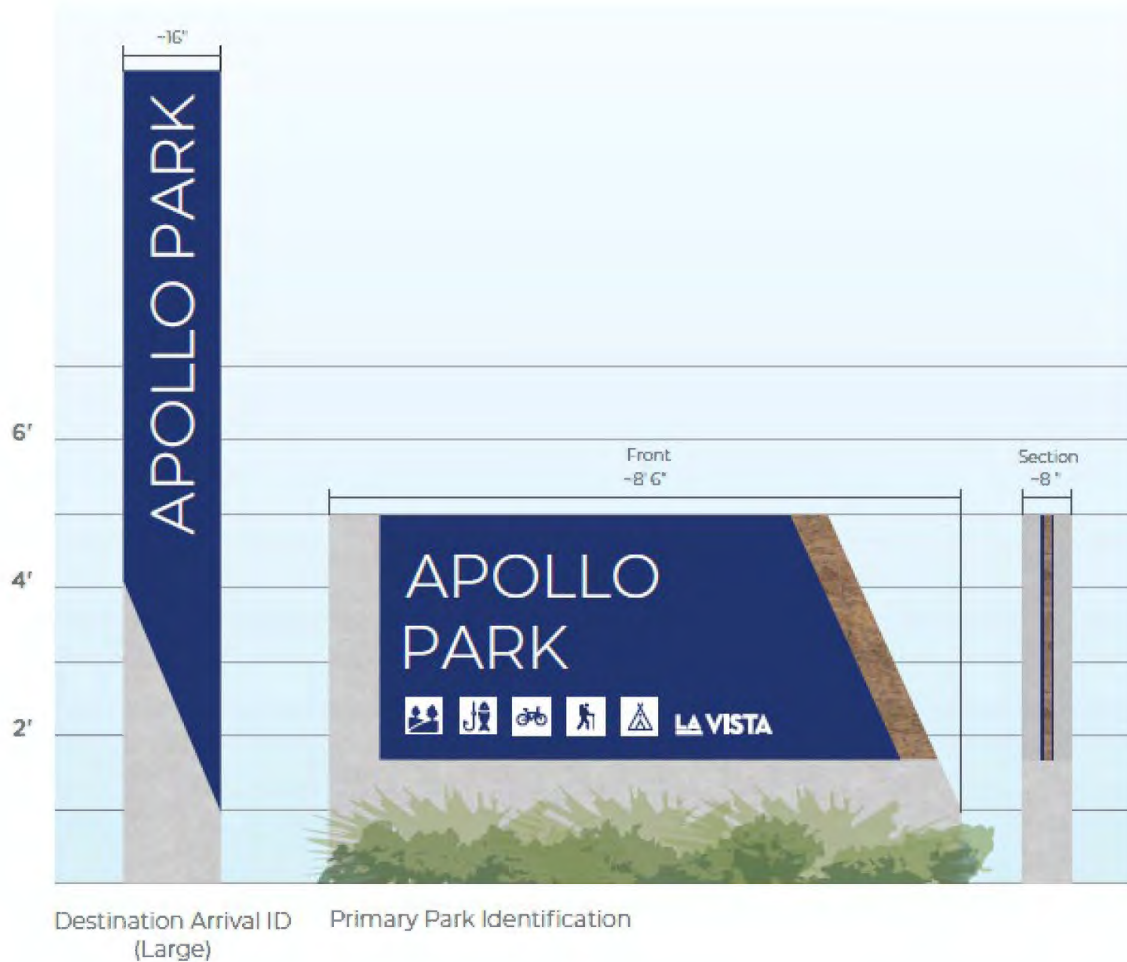
Primary Park Identification – Large Parks

Primary Park ID signs are large signs denoting the main entrances to the City's large parks. They provide a bold announcement that you are entering one of La Vista's main parks. The Primary Park ID signs will be installed in Central Park (2), Val Verde Park, City Park, and the La Vista Sports Complex.

Specific Considerations Impacting Implementation

All 16 of the Destination Arrival ID signs have been installed in the small parks throughout the community. Landscaping around these signs will be phased in as the optimum planting/growing conditions allow.

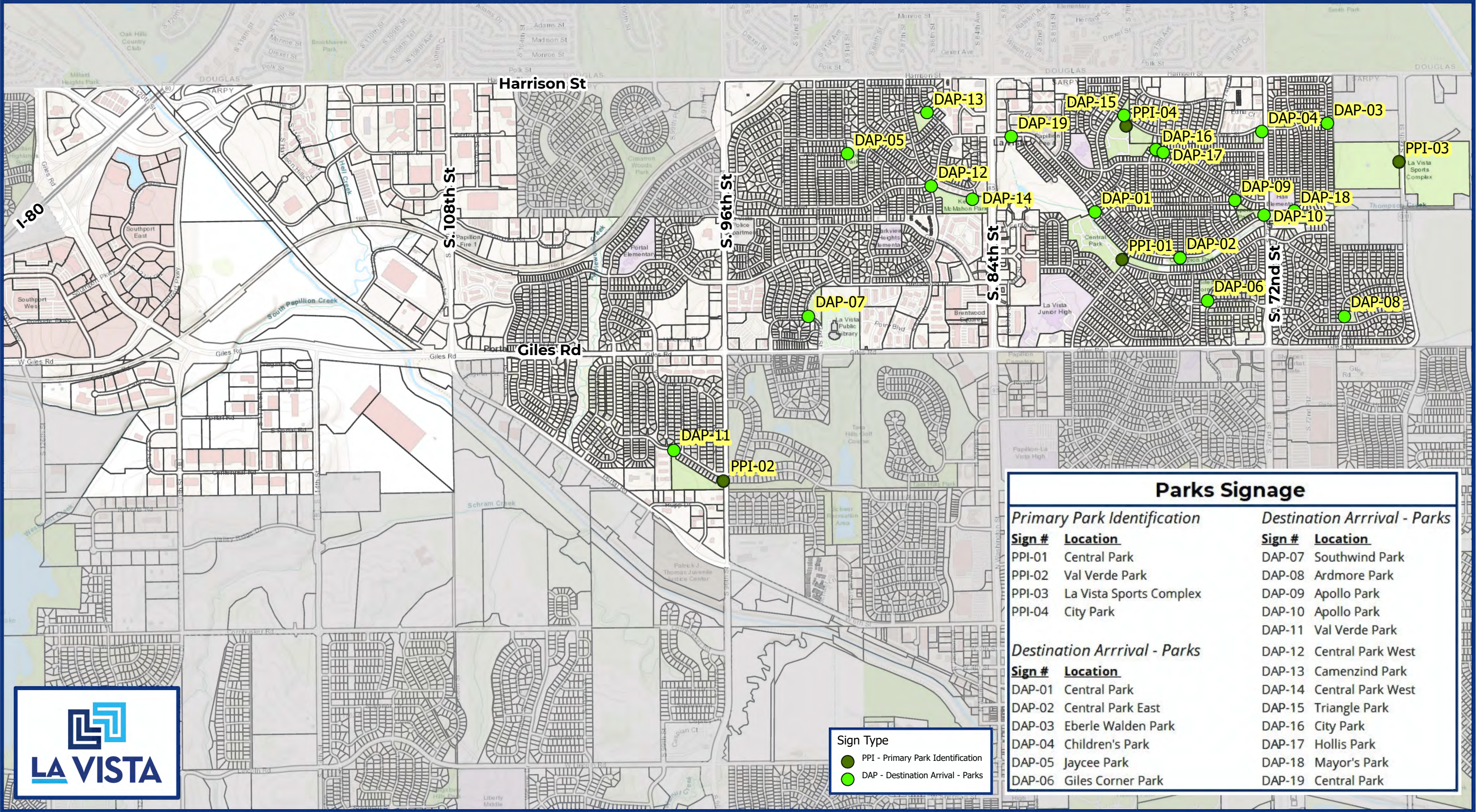
The final design of the five Primary Park ID signs has not been completed. Once the design and the materiality has been determined, a final cost estimate can be determined. The preliminary estimated cost is \$75,000 to construct and install five Primary Park ID signs.



Timeline for Implementation

With the completion of the Destination Arrival ID signs throughout the smaller parks in La Vista in FY 2023, the construction and installation of the Primary Park ID signs is expected commence within the next year.

Wayfinding Sign Placement: Parks Signage

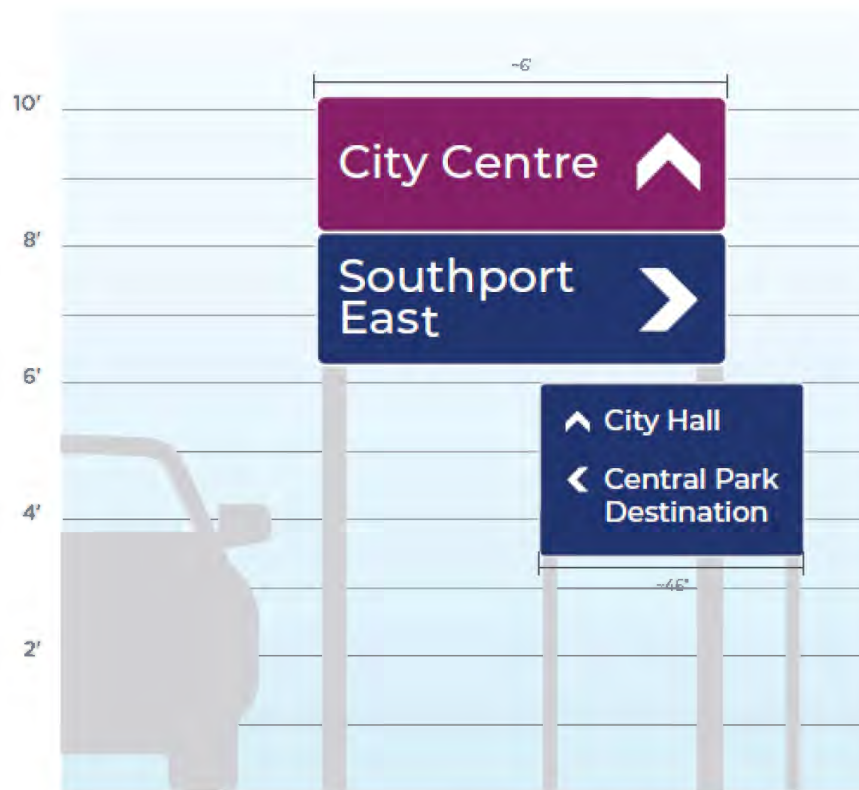


II. Phase 2 – Vehicle Directional Signage

With the opening of The Astro, the CHI Health Multi-Sport Complex, and the continued development of the community, the need for appropriate vehicle directional signage is necessary. It is important to prioritize wayfinding signage near these project areas to enhance the experience and likelihood of a favorable impression for first-time visitors.

Wayfinding Signage Installed as Part of this Phase

Vehicle directional signage is the most common type of wayfinding signage as it provides general directional assistance to selected destinations of interest. The size of the signage can vary based on the posted speed limit of adjacent roadways where the signage will be placed. Each sign will be unique due to the location of the sign in relation to the location of the destinations listed on the sign.



Vehicular Directional Signs
Type size based on speed of roadway

Specific Considerations Impacting Implementation

As each sign is unique, it creates challenges in relation to what facilities are listed on the sign at each location. The La Vista Wayfinding Framework does not provide locations for Vehicular Directional Signs. Consequently, the location of each Directional sign needs to be devised and a hierarchy of destinations on each sign configured.

Due to the more simplistic construction of this sign type, compared to other sign types identified in the wayfinding framework, this sign type will be one of the least expensive to install on a per-unit basis, potentially making it easier to install a number of them in a shorter timeframe.

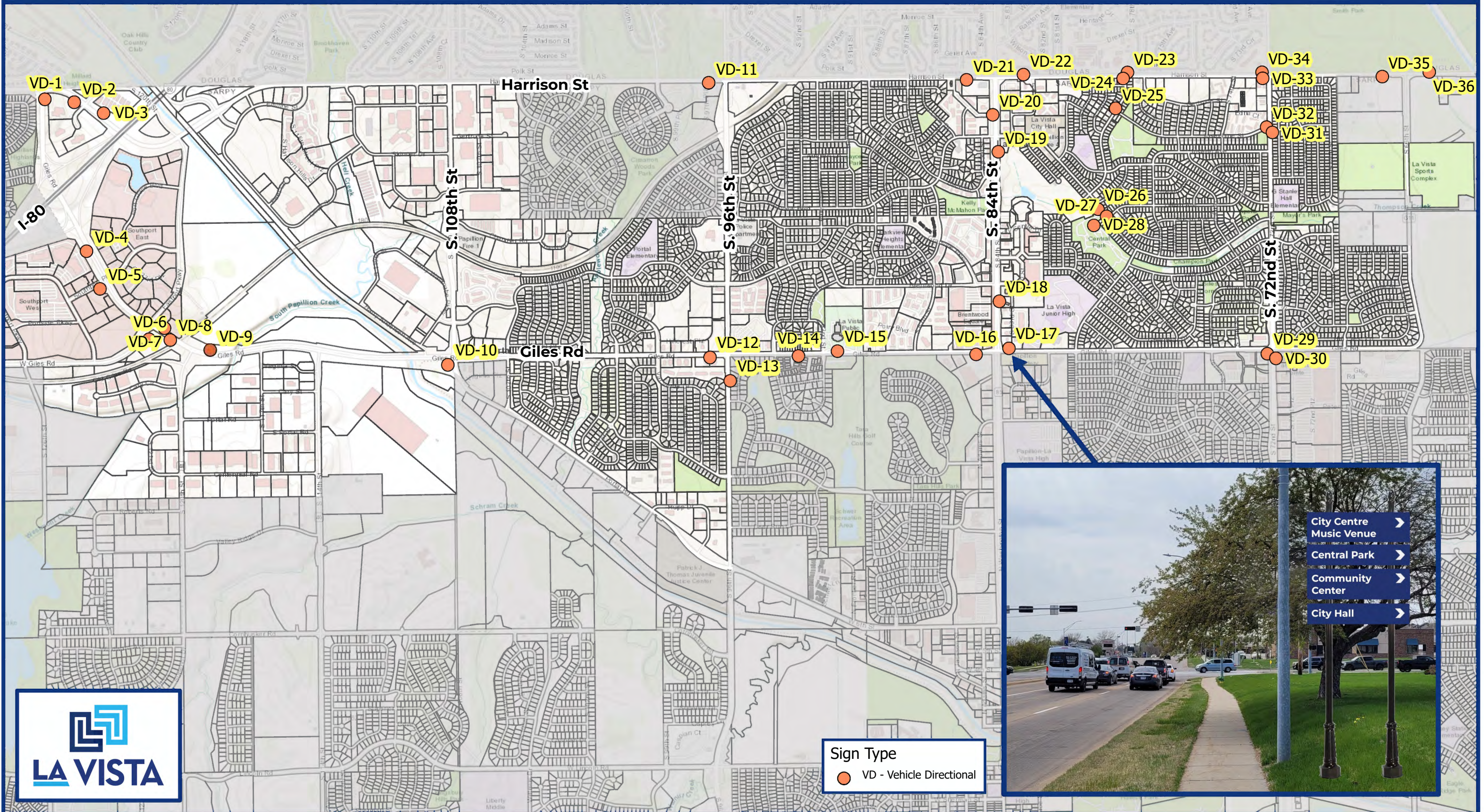
A standardized pole to mount the Vehicular Directional Signs will be selected to aid in accurate cost estimation, cost savings through economies of scale ordering, and efficiency in the rollout of this phase.

The final design of the 36 Vehicle Directional signs has not been completed. Once the design has been determined, a final cost estimate can be determined. The preliminary estimated cost is \$125,000 to construct and install 36 Vehicle Directional signs.

Timeline for Implementation

It is the intention of the Wayfinding Team for Phase 2 of the project to be funded in Fiscal Years 2024 and 2025 with construction and installation complete in early FY25.

Wayfinding Sign Placement: Vehicle Directional



III. Phase 3 –Destination Arrival & Building ID

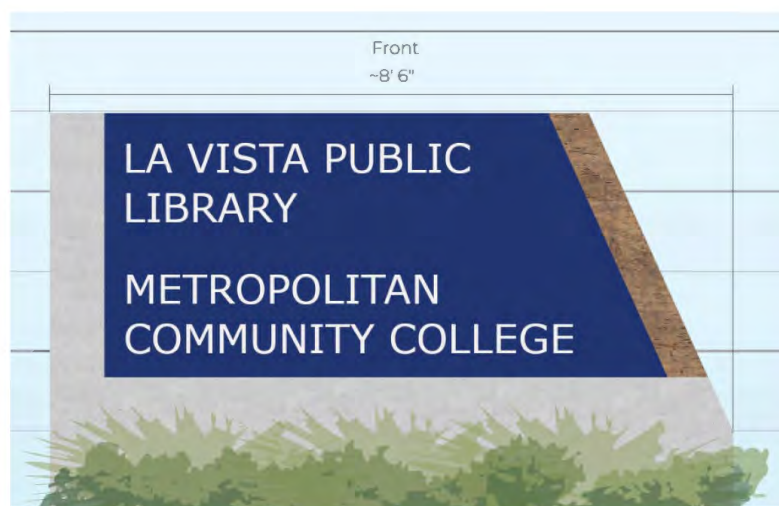
Wayfinding Signage Installed as Part of this Phase

The current destination and building signs that are in place throughout the city have been installed at the same time as the construction of each of the buildings. This has resulted in a variety of signs that do not have a common design and do not reflect the City's brand. Destination and building signs that match the community's brand provide a sense of place, knowing that you are in La Vista. The commonality of branded signage also highlights the public building and its availability to those seeking assistance.

Destination Arrival and Building Identification

Destination Arrival signs are the main monument signs in front of notable City facilities. These are sizeable monument signs, possibly constructed of aluminum and/or concrete.

Building Identification signs are related to Destination Arrival signs as they announce City facilities. However, Building ID signs are specific to one building, or a portion of one building. For instance, there is a Destination Arrival sign along Park View Boulevard for the City Hall campus, but within the campus there are building identification signs for City Hall, Community Center, Community Development, and the Annex.



Destination Arrival - Facilities



Building ID - Facilities

Specific Considerations Impacting Implementation

The final design of the Secondary and Tertiary Monument signs has not been completed. The method of construction and materials used need to be finalized.

Additionally, as depicted on Page 24 of the La Vista Wayfinding Framework document, this signage is intended to be internally lit. This creates a series of considerations that need to be addressed in the construction of the sign, as well as in the provision of electricity to light the sign.

The final design for the Destination Arrival and the Building Identification signs has not been completed. There are a number of similar aspects that need to be worked out in the final design from materials to the provision of electricity for lighting.

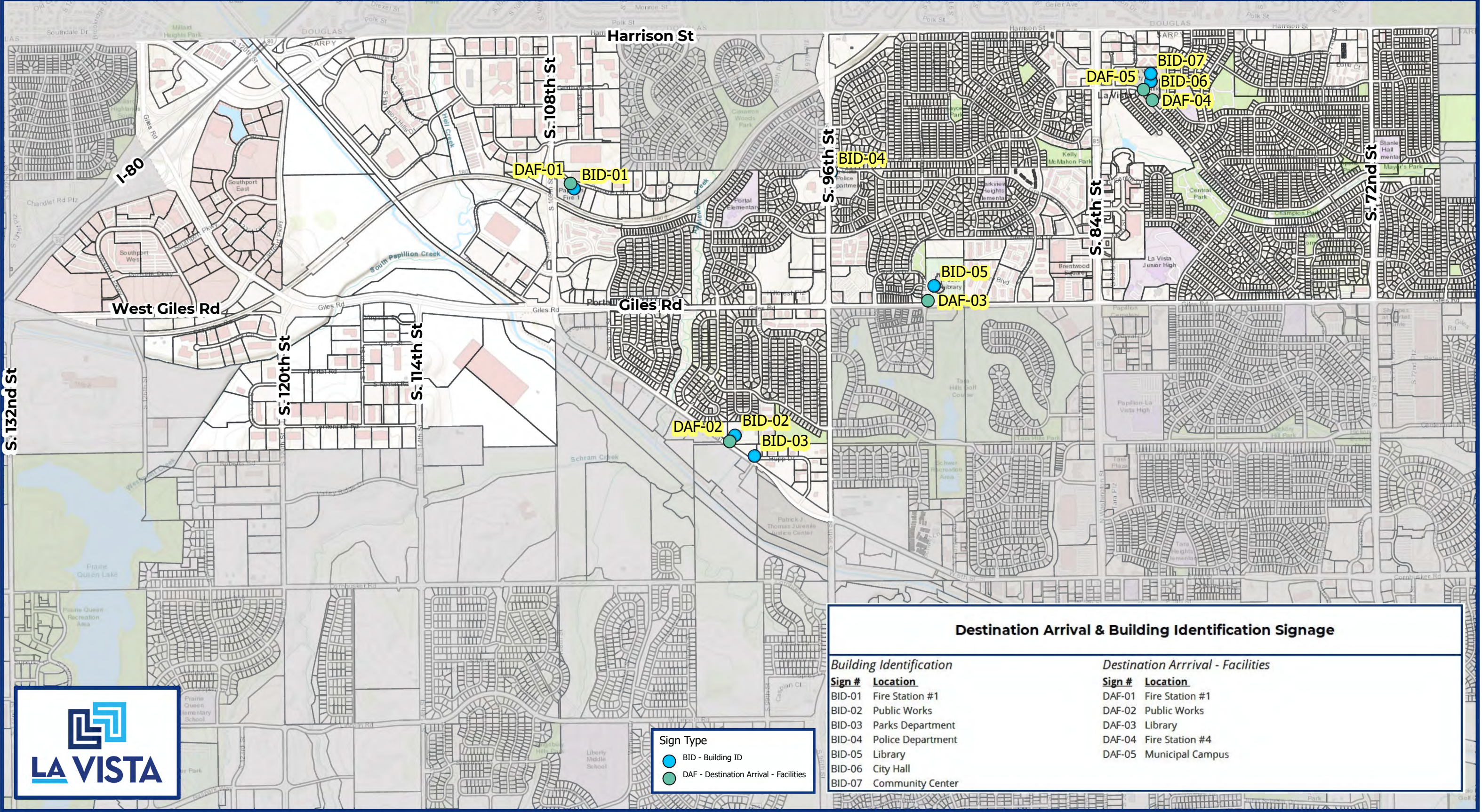
The final design of the Phase 3 signs has not been completed. Once the design and the materiality has been determined, a final cost estimate can be determined. The preliminary estimated cost is \$200,000 to construct and install Phase 3 signs.

Timeline for Implementation

It is the intention of the Wayfinding Team for Phase 3 of the project to be funded in Fiscal Years 2025 and 2026 with construction and installation complete in 2026.

8/1/2023

Wayfinding Sign Placement: Dest. Arrival & Building ID



IV. Phase 4 – Secondary Entry, Tertiary Entry

Wayfinding Signage Installed as Part of this Phase

The implementation of the first phase of the 84th Street Streetscape Project is estimated to begin in late 2025 or early 2026. With the demolition, grading, utility relocation, and other activities related to this first phase, the installation of the Primary Monument signs is not recommended until a majority of the work on this first phase of the streetscape project has been completed.

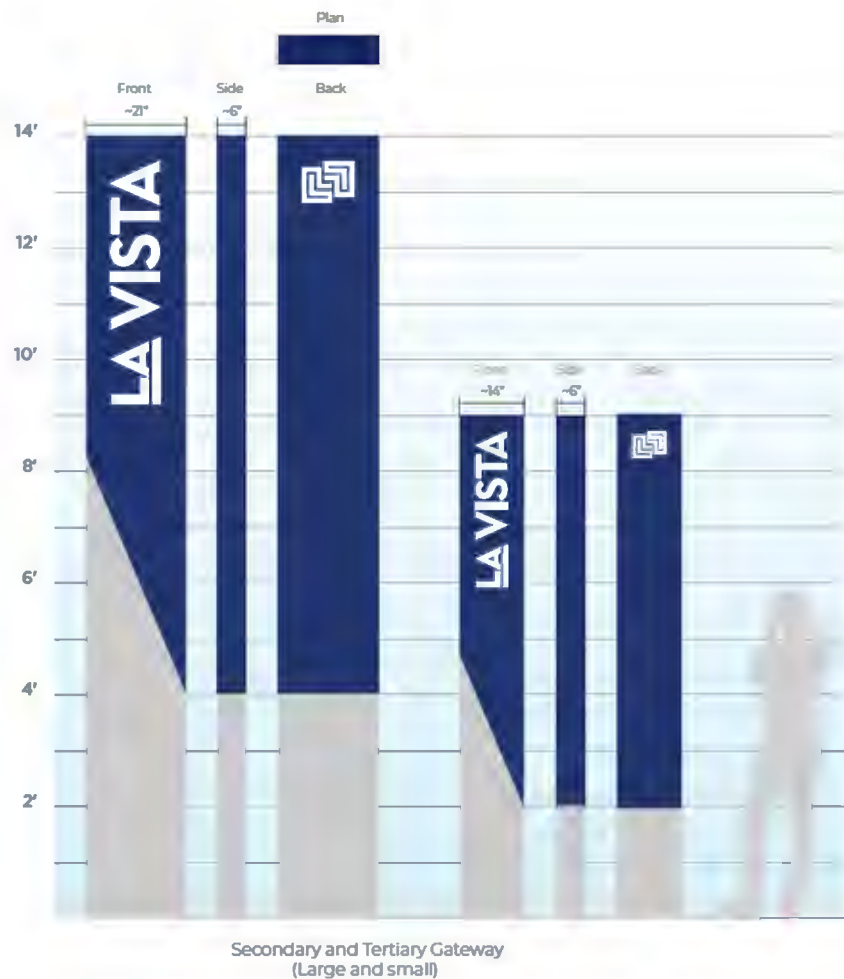
However, the installation of signage at other entrances throughout the community may proceed without conflict. The Secondary and Tertiary Monument sign locations identified in the wayfinding framework are all viable locations to note entry into the community and express La Vista's brand.

Secondary Monument

Secondary monuments are located at the points of visitor entry into La Vista other than 84th Street. These signs welcome visitors and convey the city's brand message on a smaller scale. They can be designed as a solitary sign or may include landscaping and lighting elements.

Tertiary Monument

Tertiary Entry signs are smaller in scale and are located at minor entry points or locations with less traffic where the larger, more expensive monument signs are not warranted. These will be at the city limits to call out when a visitor has entered the city. They can be designed as a solitary sign or may include landscaping and lighting elements.



Specific Considerations Impacting Implementation

The final design of the Secondary and Tertiary Monument signs has not been completed. The method of construction and materials used need to be finalized.

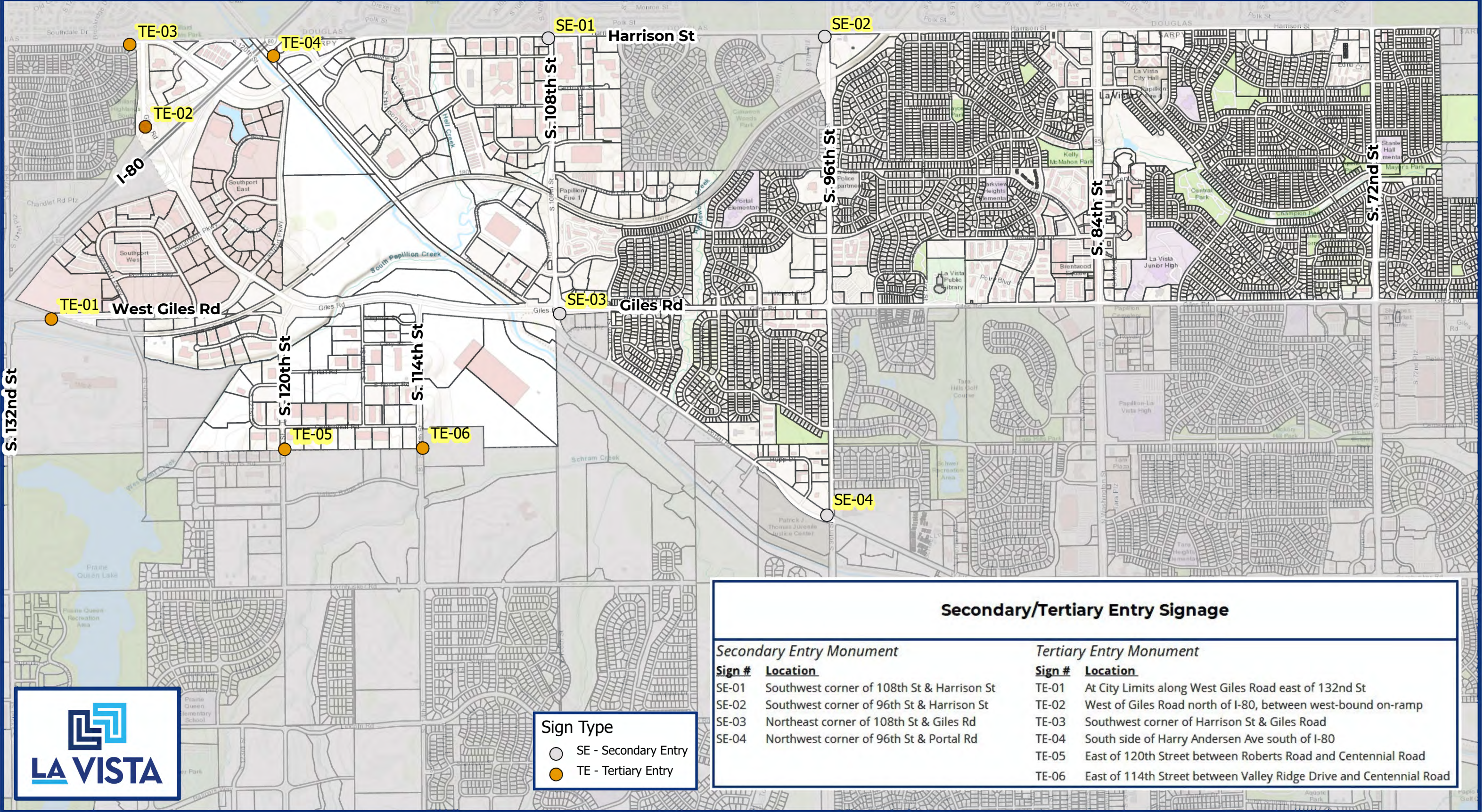
Additionally, as depicted on Page 24 of the La Vista Wayfinding Framework document, this signage is intended to be internally lit. This creates a series of considerations that need to be addressed in the construction of the sign, as well as in the provision of electricity to light the sign.

The final design of the Phase 4 signs has not been completed. Once the design and the materiality has been determined, a final cost estimate can be determined. The preliminary estimated cost is \$150,000 to construct and install Phase 4 signs.

Timeline for Implementation

It is the intention of the Wayfinding Team for Phase 4 of the project to be funded in Fiscal Years 2026 and 2027 with construction and installation complete in 2027.

Wayfinding Sign Placement: Secondary & Tertiary Entry



V. Phase 5 – Primary Gateway Signs

Primary Gateway Signs are the largest and most impactful of the wayfinding signs depicted in the La Vista Wayfinding Framework Plan. Due to their large size, expected cost, and considerations for installation, these signs warranted a phase of their own.

Wayfinding Signage Installed as Part of this Phase

Primary Gateway Signs will be six-foot-tall monument signs constructed from a mixture of concrete and steel. These signs are planned to be installed in four locations; 84th and Harrison, 84th and Giles, and two facing the interstate, one in each direction.



Specific Considerations Impacting Implementation

Although it would be desirable to have such impactful signage installed at the start of the implementation phase of the Wayfinding Signage Project, the initial phase of the 84th Street Streetscape Project needs to be completed first. With the demolition, grading, utility relocation and other activities related to this first phase, the installation of the Primary Gateway Signs is not recommended until a majority of the work on this phase has been completed, as installing the signs during this period would alter the scope of the federal aid project. The construction of Phase 1 of the Streetscape project is expected to begin in 2025, with completion expected in 2026. Hence, the construction and installation of the Primary Gateway Signs should be programmed for after the completion of Streetscape activities within the planned sign installation areas.

At least one of the proposed locations for the Primary Gateway Signs will require an easement agreement with the landowner to allow for the installation and maintenance of a sign in that location. Additionally, each sign will include lighting that requires the installation of an electrical supply to the sign.

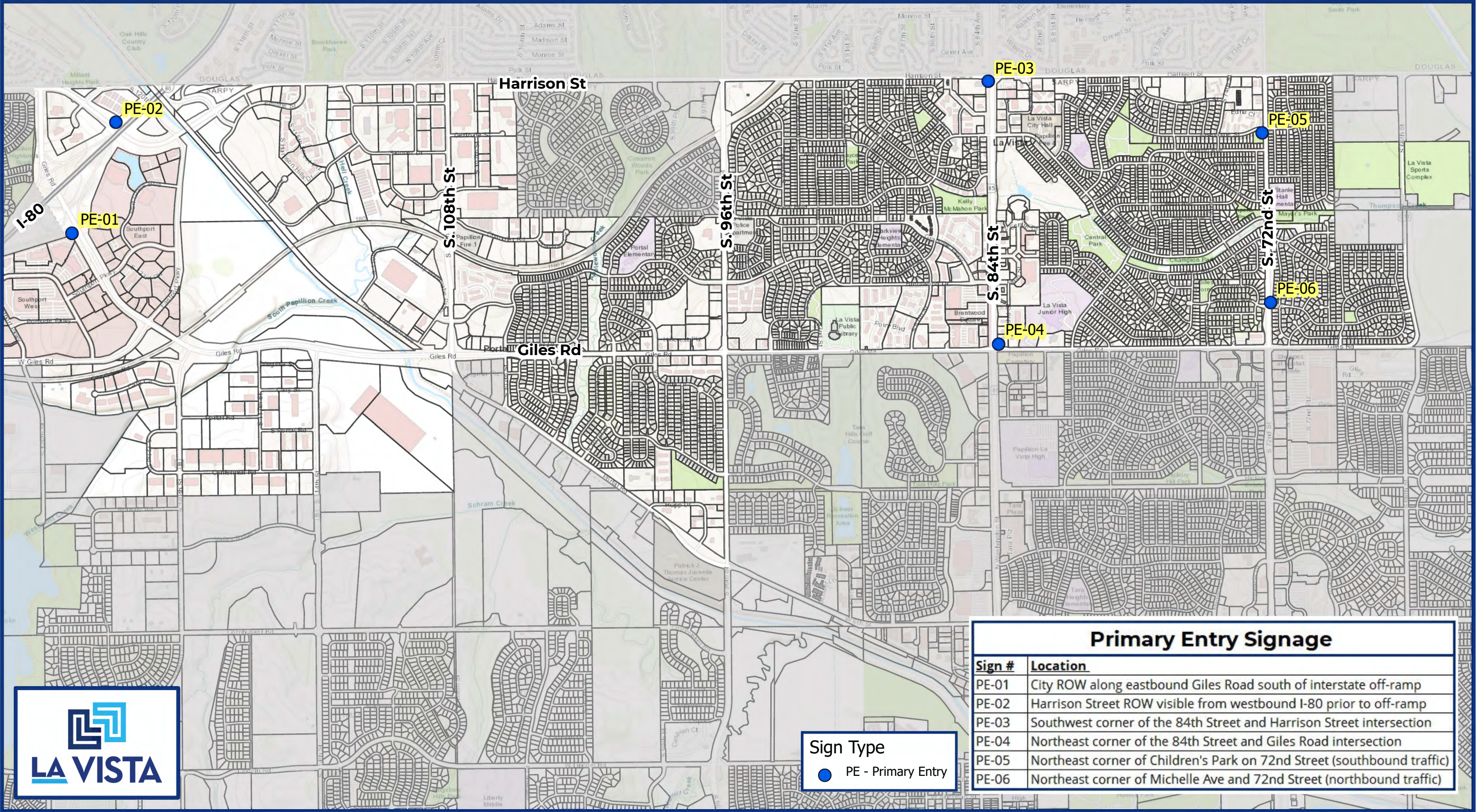
Finally, approvals will need to be achieved from the Nebraska Department of Transportation (NDOT) regarding signage along Interstate 80.

The final design of the six Primary Gateway signs has not been completed. Once the design and the materiality has been determined, a final cost estimate can be determined. The preliminary estimated cost is \$400,000 to construct and install six Primary Gateway signs.

Timeline for Implementation

As Phase 1 of the 84th Street Streetscape Project includes federal funding, it is not recommended to start activities within the project area until Phase 1 of the Streetscape project is done and closed out. Funding has been programmed for Fiscal Years 2027 and 2028 for the construction and installation of these signs. However, if there are unforeseen delays in the completion of the first phase of the 84th Street Streetscape Project, implementation of this phase of the Wayfinding Implementation Plan could be pushed farther out.

Wayfinding Sign Placement: Primary Entry



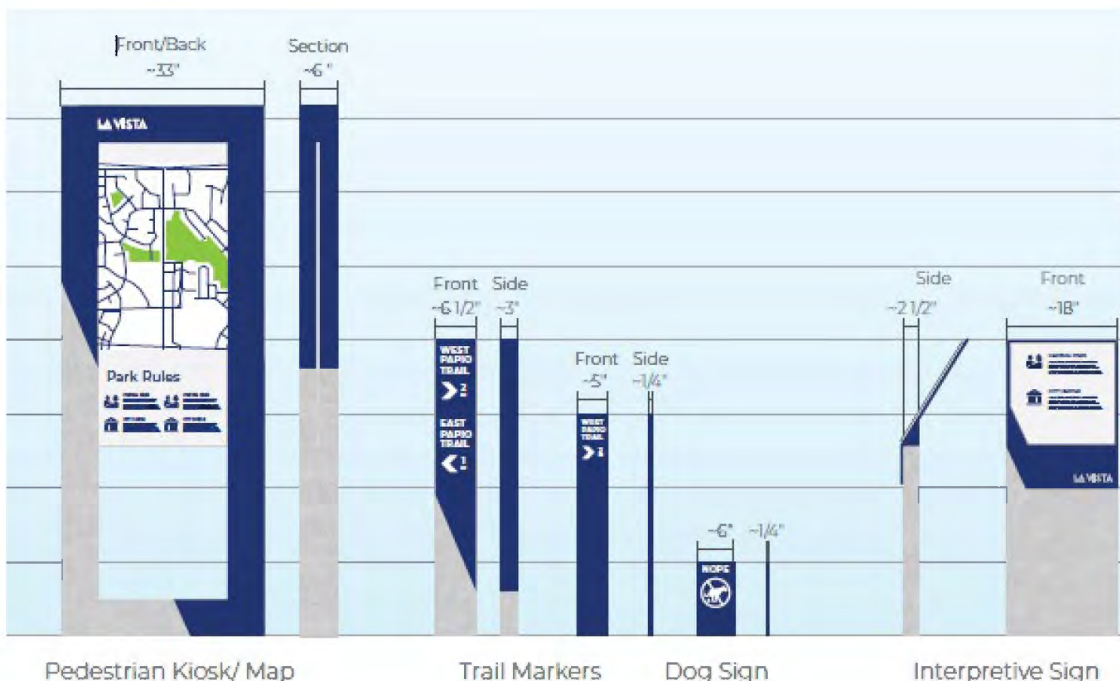
VI. Phase 6 – Bike / Pedestrian

City staff are currently working on the initial steps in the development of an Active Mobility Plan for the city. This plan will be developed throughout 2024 and is expected to suggest future bike and pedestrian facilities throughout the city. It is also expected that the plan will provide input on wayfinding related to bike and pedestrian movement throughout the community.

The La Vista Wayfinding Framework Plan does not provide specific locations for potential signage in relation to bicyclists and pedestrians. With the completion of the Active Mobility Plan the appropriate locations for these signs will be determined.

Wayfinding Signage Installed as Part of this Phase

A variety of informational and directional signage will be installed as part of Phase 6 of the Wayfinding Implementation Project. Pedestrian kiosks with maps, trail markers, and interpretive signs are all examples of the types of signage that can be installed during this phase. A full list will be determined upon completion of the Active Mobility Plan and review by the Wayfinding Team.



Specific Considerations Impacting Implementation

The Active Mobility Plan will identify existing facilities and locations where signage in this phase can be installed immediately. Signage for new bicycle and pedestrian facilities should be included in the scope of those construction projects that create the facilities, meaning much of the signage included in this phase will be installed on an ongoing or as-needed basis.

The final design of the various bike and pedestrian signs has not been completed. Once the design and the number of signs needed has been determined, a final cost estimate can be determined.

Timeline for Implementation

Initial funding for the implementation of signage for Phase 6 will take place in Fiscal Years 2027-2028. However, as more trails and pedestrian amenities are added throughout the future, the signage from this section of the Wayfinding Framework Plan shall be incorporated into the scope of each project moving forward.

VII. Implementation and Future Considerations

Overall Timeline for Implementation

Provided below is the overall timeline for implementation. Each phase is fluid and dependent on cost estimates, funding, and the impact of other projects.

	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Phase 1 - Parks							
Phase 2 - Directional							
Phase 3 - Destination/Building ID							
Phase 4 - Secondary/Tertiary Entry							
Phase 5 - Primary Gateway Signs							
Phase 6 - Bike/Pedestrian							

Summary of Costs Per Phase

Phase 1 – Parks (21 Signs, 16 Have been installed)	\$75,000
Phase 2 – Directional (36 Signs)	\$125,000
Phase 3 – Destination Arrival & Building ID (12 Signs)	\$200,000
Phase 4 – Secondary/Tertiary Entry (10 Signs)	\$150,000
Phase 5 – Primary Gateway Signs (6 Signs)	\$400,000
Phase 6 – Bike/Pedestrian (TBD)	\$ TBD

* Cost estimates are preliminary

Recommendations for Implementation

An RFP will be developed for each phase to select a sign company to conduct the final design, construction and installation of each sign type. Each RFP will include information from the La Vista Wayfinding Framework Plan and this Wayfinding Implementation Plan to provide direction for the implementation of each specific phase.

Electrical/Lighting

Signs that call for lighting must have power provided at the installation site. Coordination of electrical service and hookup will be the responsibility of Public Works, in conjunction with the selected sign company and the Wayfinding Team.

Landscaping

Some of the signs in this Implementation Plan, particularly the gateway and destination arrival signage, will be enhanced by plantings surrounding the final installed sign. Design, installation, and maintenance of these planting beds is the responsibility of the Parks Department in coordination with the Wayfinding Team.

Signposts

The Wayfinding Framework Plan does not call for a specific signpost style as they can be subject to discontinuation and proprietary pricing. The Wayfinding Team will work with the sign company selected through the RFP process prior to sign fabrication and installation.

Maintenance

Long-term financial planning should take into consideration the ongoing operations and maintenance needs related to the implementation of the wayfinding project. As the overall project nears completion, additional funds may need to be budgeted for sign operations and maintenance.

These activities include:

- Repairing sign damage related to accidental vehicular impacts or maintenance of the right-of-way around the sign.
- Replacing maps or other information with updated information
- Repairing, painting, or replacing parts of signs due to vandalism
- Replacing signs at the end of their life cycle
- Monthly electrical usage for lighting

Using proper installation techniques and following best practices for locating signs will help reduce the amount of maintenance needed over the long run.

New Signs / New Destinations

As La Vista evolves over time, new developments, parks, and other points of interest may emerge as a result of planning efforts, new destinations may be established, existing destinations may grow in prominence, or circulations may change for vehicles or pedestrians. The wayfinding project is designed to be easily expanded with existing signs cost-effectively updated. Changes to or expansion of the program is the responsibility of the Wayfinding Team.

Future Considerations

During the Wayfinding Framework Plan formulation, the team started to explore how the La Vista brand could live in spaces as artful, playful, and even functional sculptures. The ideas and inspiration shown reflect the concept of La Vista being the view and framing the view. Citizens and visitors alike could interact and look for the sculptures as they explore the City.

SCULPTURAL EXPERIENCES, WITTY SIGNS, ART INSTALLATIONS, OR INTERACTIVE EXPERIENCES SPRINKLED THROUGHOUT THE CITY, COULD NOT ONLY SERVE AS DESTINATIONS BUT ALSO HIGHLIGHT AND CONNECT AREAS ACROSS THE CITY. — LA VISTA WAYFINDING FRAMEWORK PLAN

In support of this, the Wayfinding Team will look for effective ways to incorporate placemaking principles throughout all phases of the Wayfinding Implementation Project as opportunities arise.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE WAIVER OF PARKING FEES FOR LA VISTA DAYS EVENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

SYNOPSIS

A resolution has been prepared authorizing waiver of parking fees for Garage #2 on May 31, 2024.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The annual La Vista Days celebration will begin on Friday, May 31st this year with a free concert and fireworks show at the Astro Amphitheatre. In the spirit of this being a city sponsored annual community celebration, a request is being made to waive the parking fees in Garage #2 for the evening of May 31, 2024.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE WAIVER OF PARKING FEES FOR GARAGE #2 ON MAY 31, 2024 IN CONJUNCTION WITH A LA VISTA DAYS EVENT.

WHEREAS, the annual La Vista Days celebration will be held on May 31, 2024 - June 1, 2024; and

WHEREAS, on May 31, 2024 a free community concert and fireworks show will be held in the Astro Amphitheater; and

WHEREAS, the Mayor will be hosting a gathering for invited guests prior to the concert in the Astro Theater; and

WHEREAS, the Mayor and City Council have established fees for use of the parking garage; and;

WHEREAS, it is the desire of the Mayor and City Council to waive the established parking fees for this community event.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that parking fees for Garage #2 will be waived on May 31, 2024 in conjunction with the La Vista Days event being held at the Astro Theater and the Astro Amphitheater.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2024.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 7, 2024 AGENDA**

Subject:	Type:	Submitted By:
DISCUSSION: WAIVER/DISCOUNTING OF FEES FOR USE OF CITY FACILITIES	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

SYNOPSIS

In order to streamline fee management, promote transparency, and align with the City's overall financial objectives, staff is seeking direction regarding a policy to discount and/or waive fees for the use of city facilities.

FISCAL IMPACT

N/A.

RECOMMENDATION

Discussion regarding current practices and the need to update the Council Policy Statement to reflect Mayor and Council preferences related to fee categories for residents, non-residents, businesses, non-profits, employees, and elected officials.

BACKGROUND

Staff has been evaluating current processes within the Recreation Department which includes collecting data regarding the history of room rentals at the Community Center. During this process it has been discovered that fees have been randomly waived or discounted for various organizations and individuals including non-profits, businesses, employees, residents, and non-residents over the years. The current master fee ordinance and City Council Policy 110 (copy attached) do not outline any procedure or authority for the waiving or discounting of fees.

Information is attached showing the revenue that has been lost in 2022 and 2023 due to the random waiving and discounting of fees at the Community Center facility. There are other City facilities for which usage fees have also been established such as park shelters.

This finding has brought to light the need for guidance from the Mayor and Council regarding this practice. Once direction is given, staff will bring forth recommendations for an update to the Council Policy Statement for review.

As to the amounts for various fees, staff has been researching those as well and will bring back recommendations during the annual budget process when the Master Fee Ordinance is discussed.

La Vista Community Center Rentals 2022 - 2023

RENTAL TOTALS 2022 - 2023		
<i>*No. includes rentals paid & unpaid</i>		
Renter Type	2022	2023
Business	27	48
Non-Profit	109	100
Resident	65	159
Non-Resident	18	70
TOTAL	219	377

FEES WAIVED 2022 - 2023		
Renter Type	Occurrence	Total Waived Fees
Resident	8	\$ 504.00
Non-Resident	8	\$ 1,633.00
Non-Profit	209	\$ 7,738.00
HOA Resident	6	\$ 120.00
HOA Non-Resident	4	\$ 132.00
TOTAL	235	\$ 10,127.00

FEES DISCOUNTED 2022 - 2023		
Renter Type	Occurrence	Total Discounted
Business	4	\$ 3,450.00
Non-Profit	2	\$ 1,200.00
TOTAL	6	\$ 4,650.00

ROOM/GYM RENTAL REVENUES 2022-2023			
FY 22	FY 23	TOTAL RECEIVED	TOTAL DISCOUNTED/WAIVED
\$ 11,743.75	\$ 16,407.00	\$ 28,150.75	\$ 14,777.00

Policy, Rules and Regulations for Use of the Community Center

Administration

The administration, scheduling and maintenance of the Community Center shall be the responsibility of the City of La Vista Recreation Department.

The scheduling and determination of acceptability of groups and functions shall be the responsibility of the Recreation Director or his designee. Any problems arising from there shall be directed to the City Administrator for final resolution.

Fees shall be reviewed annually by the Recreation Advisory Committee and approved by the Mayor and City Council.

Community Center Usage

The primary purpose of the Community Center is to provide highly structured recreation programs for all citizens of La Vista, plus provide the opportunity for individuals and groups to use the facility through unstructured open recreation. The facility will be scheduled to facilitate both of these purposes.

The Recreation Director, with recommendation of the Park and Recreation Advisory Board, shall establish the policies and procedures for use of the facility, along with the necessary fees, by individual residents of the City of La Vista and in limited cases use by non-residents of the City of La Vista. These policies and procedures shall be in written form and available to the public upon request.

A secondary purpose of the Community Center is to allow groups to rent the facility for special events. Request for use of the facility for special events will be considered but will not generally preempt highly structured recreation programs. Depending on the attendance at unstructured open recreation programs, special events may be given priority.

The scheduling of activities at the Community Center shall adhere to the following priority schedule:

1. Recreation groups under the sponsorship or direction of the Recreation Department.
2. Any Department, Board or Commission of the City of La Vista.
3. Service Organizations; such as Schools, Scouts, 4-H, Jaycees, Churches, Optimist, Sports Clubs, Pet Clubs and other service organizations serving the La Vista area.
4. Organizations and/or individuals whose activities are recreational or educational in nature.
5. Individuals or groups who wish to use the Community Center for fund raising activities in which the proceeds benefit the citizens of La Vista.
6. Individuals who wish to use the Community Center, for activities such as bridal and baby showers, reunions, and receptions.
7. Organizations and/or individuals whose activities are profitable in nature.

City of La Vista

Council Policy Statement

Policy, Rules and Regulations for Use of the Community Center

The City of La Vista prohibits the use of the Community Center for political activities except for use as a polling place or open public debates sponsored by non-partisan organizations.

The Recreation Director shall grant use of the Community Center in the order in which written applications are received in compliance with the above priorities, and such other administrative practices established for the purpose of managing the Community Center. When more than one group requests the use of the Community Center for the same time frame, La Vista residents will be given priority over non-resident groups.

The City reserves the right to locate said special events in the smaller meeting rooms if adequate space is available in these rooms.

Community Center Rules and Regulations

1. Every applicant who receives permission to use the Community Center shall, during the time of such use, be responsible for the preservation of law and order on the property.
2. Consumption or possession of alcoholic beverages shall be prohibited.
3. Possession of firearms/weapons shall be prohibited.
4. All raffles and games of chance must be pre-approved by the Chief of Police.
5. Reasonable equipment and special facility arrangements available at the Community Center and requested on the written application may be provided by the Recreation Director. No privately owned equipment or materials shall remain at the Community Center for any length of time.
6. Table and chairs may be set up by groups renting or using the Community Center and shall be taken down and placed in their original position after the activity.
7. All other areas of the Community Center shall be restored to an orderly condition, trash placed in proper personal property removed.
8. Users shall comply with all smoking, fire and other regulations.
9. Use of the Community Center by groups composed of minors (21 years of age and under) shall be granted only to adults who accept the responsibility for supervising the group throughout their activity.
10. Decorations shall be allowed under the following conditions; no nails, tacks or staples to be used on the walls, ceiling or equipment without the consent from the Recreation Director. Fire hoses or extinguishers shall not be covered by decorations or any obstructions placed so as to prohibit their use in case of emergency. Decorations shall be removed after use within such time as designated by the Recreation Director unless permission to leave them has been granted by the Recreation Director.
11. The placing of obstacles such as chairs, tables, benches, decorations, etc., which obstruct exit signs or doors shall not be permitted.
12. The burning of candles or any open flames is not permissible unless approved by the Recreation Director.
13. No animals, except those needed for assisting disabled individuals, shall be permitted in the Community Center unless approved by the Recreation Director.

City of La Vista

Council Policy Statement

Policy, Rules and Regulations for Use of the Community Center

14. The installation or use of additional electric wiring or the use of electrical appliances on any of the Community Center electrical circuits shall be allowed only upon approval by the Recreation Director or his designee.
15. All activities must end by 10:00 p.m. unless special permission is obtained from the Recreation Director.
16. Thermostats shall not be adjusted.
17. Sponsoring groups shall be responsible for the conduct of their activity. Groups charged with breakage or mistreatment of the Center and/or its equipment shall be financially responsible and liable for such damages and shall be denied further use of the Community Center until a time is designated by the Recreation Director.
18. The entire Community Center is a tobacco free facility. Smoking is not allowed anywhere in the Community Center.
19. Food or drink will be permitted in areas designated by the Recreation Director.
20. Any groups not complying with all of the above rules and regulations pertaining to the Community Center's usage, shall forfeit usage of the building until a time is designated by the Recreation Director.

Community Center Fees

Security deposits shall be required of all rental groups and such security deposits shall be paid at time of reservations. Security deposits shall be returned the next week after the scheduled activity. This is provided that the user group has not inflicted any damage to the Community Center, and has fulfilled their responsibilities to clean up the area following their usage of it. The deposit may be forfeited, and the user may be billed for damages, which exceeds the deposit, if the cleanup responsibilities are not fulfilled, as stated in the rental agreement. Security deposits may be forfeited automatically if the user group does not inform the Community Center two (2) weeks in advance that the group will not be using the Center. This does not apply when an activity is cancelled due to weather.

All other fees shall be paid three (3) calendar days in advance of the scheduled event. Failure to comply with this policy will result in the cancellation of the group's reservation.

Fees shall be established by resolution of the City Council as a part of the City's Master Fee Schedule.

Facility Rental

The entire facility can be rented for special events. Interested individuals should contact the Community Center for information on the type of special events allowed. Fees shall be established by resolution of the City Council as a part of the City's Master Fee Schedule.

Deposits must be paid one (1) month in advance (if reservation date is less than a month away, deposit must be paid immediately).

City of La Vista

Council Policy Statement

Policy, Rules and Regulations for Use of the Community Center

Racquetball/Walleyball Courts

The Community Center has two racquetball/walleyball courts. Use of the racquetball/walleyball courts is by reservation only. Fees shall be established by resolution of the City Council as a part of the City's Master Fee Schedule.

Residents and Non-Residents may reserve the courts at any time. If reserving for more than one session, payment must be made in advance for the next session. If reserving for consecutive weeks (as for leagues), payment for the entire season must be paid in advance of the season start date.

Courts are rented on the ½ hour, (i.e., 12:30 to 1:30). Participants must bring their own equipment for racquetball. The Community Center does provide nets and balls for walleyball.