

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**January 7, 2025**  
**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**
- **Appointment – Joseph Soucie, Jr – Class A, License S-1046, as an employed street superintendent during January 1 thru December 31, 2025, for the purpose of the 2025 calendar year Highway Incentive Payment, to be issued to the city by the Nebraska Department of Transportation, in February 2026.**

*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 December 17, 2024 City Council Meeting**
3. **Request for Payment – TitleCore National – Professional Services – 84<sup>th</sup> Street Trail – \$825.00**
4. **Request for Payment – Benesch – Professional Services – Giles Road Widening – \$1,044.00**
5. **Request for Payment – Vixen Construction LLC – Professional Services – Pool Demolition – \$13,305.50**
6. **Request for Payment – Mackie Construction – Construction Services – Lot 12 LVCC Parking Lot – \$160,832.51**
7. **Request for Payment – Valley Corporation – Professional Services – Central Park Lighting Project – \$117,570.54**
8. **Request for Payment – NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation – \$132,789.00**
9. **Resolution – Authorize Payment – Sadler Electric – East La Vista Traffic Signal Repair**
10. **Approval of Claims**

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

**B. Citizen Advisory Review Committee – EDP Report**

1. **Public Hearing**

**C La Vista Active Mobility Plan**

1. **Resolution – Adoption**

**D. Redevelopment Plan – 84th Street Redevelopment Area – Proposed Amendment No. 4**

1. **Public Hearing on Proposed Redevelopment Plan Amendment No. 4**
2. **Resolution – Recommend Redevelopment Plan Amendment No. 4 to the City Council (Action on this item will be taken by the La Vista Community Development Agency) –**
3. **Resolution – City Council Approve Proposed Redevelopment Plan Amendment No. 4**

**E. Comprehensive Development Plan (“Comprehensive Plan”) Amendment – Proposed Amendment to Incorporate Redevelopment Plan Amendment No. 4 – 84<sup>th</sup> Street Redevelopment Area and the La Vista Active Mobility Plan into the Comprehensive Plan –**

1. **Public Hearing on Proposed Comprehensive Plan Amendment to Incorporate Redevelopment Plan Amendment No. 4 into the Comprehensive Plan**
2. **Public Hearing on Proposed Comprehensive Plan Amendment to Incorporate the La Vista Active Mobility Plan into the Comprehensive Plan**
3. **Ordinance – Approve Comprehensive Plan Amendment to Incorporate Redevelopment Plan Amendment No. 4 and the La Vista Active Mobility Plan into the Comprehensive Plan**

**F. 84<sup>th</sup> Street Redevelopment Area**

1. **Resolution – Approve Fourth Amendment to Subdivision Agreement**
2. **Resolution – Approve Fourth Amendment to Redevelopment Agreement – Mixed Use Redevelopment Project (Action on this item will be taken by the La Vista Community Development Agency)**

- G. La Vista City Centre Replat 6**  
1. Resolution – Approve Final Plat – La Vista City Centre Replat 6
- H. 84th Street Redevelopment Area Tax Increment Financing – Part of Mixed Use Redevelopment Project (Action on this item will be taken by the La Vista Community Development Agency)**  
1. Resolution – Approve Tax Increment Financing and Issuance of Tax Increment Revenue Note for Part of Mixed Use Redevelopment Project – 84<sup>th</sup> St Redevelopment Area.
- I. Resolution – Authorize Southport-West Papio Connector Grant Application – Metropolitan Area Planning Agency (MAPA)**
- J. Resolution – Interlocal Cooperation Agreement – Sanitary Improvement District #104**
- K. Resolution – Approve Agreement – Nebraska Department of Transportation – Thompson Creek Trail**
- L. Resolution – Approve Agreement – Encroachment Easement Agreement – Lot 1 B & T Addition**
- M. Resolution – Authorize Request for Bids – Primary Park Identification Signs**
- N. Resolution – Authorize Purchase – Ballistic Shield**
- **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.

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# MINUTE RECORD

No. 729 -- REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING December 17, 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 December 17, 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Hale and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Bueth, Chief of Police Schofield, Director of Public Works Soucie, Community Development Director Fountain, Library Director Barcal, Finance Director Harris, Recreation Director Buller and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on December 4, 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.

### SERVICE AWARD: MITCH BEAUMONT – 15 YEARS

Mayor Kindig recognized Mitch Beaumont for 15 years of service to the City.

### APPOINTMENTS – LIBRARY ADVISORY BOARD – APPOINT REGINA BELIK AND REAPPOINT HUTEN-YEN HOANG AND CAROL WESTLUND – 2 YEAR TERM; PARK & RECREATION ADVISORY COMMITTEE – REAPPOINT SAMANTHA GENTRY – 2 YEAR TERM; BOARD OF ADJUSTMENT – REAPPOINT BRENDA CARLISLE AND KEVIN RUPPERT – 3 YEAR TERM; PERSONNEL BOARD – REAPPOINT MARY HEWITT – 6 YEAR TERM; BOARD OF HEALTH – REAPPOINT DOUGLAS KINDIG, MARY BRENNAN, HANS DETHLEFS AND MIKE SCHOFIELD – 1 YEAR TERM; PLANNING COMMISSION – REAPPOINT JOHN GAHAN, HAROLD SARGUS AND MICHAEL CIRCO – 3 YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Regina Belik and reappoint Hutten-Yen Hoang and Carol Westlund to the Library Advisory Board for a 2 year term; reappoint Samantha Gentry to Park & Recreation Advisory Committee for a 2 year term; reappoint Brenda Carlisle and Kevin Ruppert to the Board of Adjustment for a 3 year term; reappoint Mary Hewitt to the Personnel Board for a 6 year term; reappoint Douglas Kindig, Kim Thomas, Mary Brennan, Hans Dethlefs and Mike Schofield to the Board of Health for a 1 year term; reappoint John Gahan, Harold Sargus and Michael Circo to the Planning Commission for a 3 year term. Councilmember Quick motioned the approval, seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sell. Motion carried.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE DECEMBER 3, 2024 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE DECEMBER 3, 2024 ORGANIZATIONAL MEETING
4. MONTHLY FINANCIAL REPORTS – NOVEMBER 2024
5. REQUEST FOR PAYMENT – TITLECORE NATIONAL – PROFESSIONAL SERVICES – 84<sup>TH</sup> STREET TRAIL – \$275.00
6. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$8,615.25
7. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$6,676.50
8. REQUEST FOR PAYMENT – VIXEN CONSTRUCTION LLC – PROFESSIONAL SERVICES – POOL DEMOLITION – \$74,964.50
9. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE SURFACE PARKING LOT – \$13,142.12
10. REQUEST FOR PAYMENT – BCDM ARCHITECTS – PROFESSIONAL SERVICES – LIBRARY RENOVATION – \$2,000.00

# MINUTE RECORD

## **11. RESOLUTION NO. 24-156 – AUTHORIZE SIGNATURE – YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO SIGN THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2024.

WHEREAS, State of Nebraska Statutes, Sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

WHEREAS, The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

WHEREAS, The NDOT requires that such certification shall also include a copy of the documentation of the City Street Superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable) and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

WHEREAS, The NDOT also requires that such Year-End Certification of City Street Superintendent shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor or Village Board Chairperson.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of La Vista, Nebraska is hereby authorized to sign the Year-End Certification of City Street Superintendent 2024.

## **12. APPROVAL OF CLAIMS**

ABE'S TRASH, services	72.00
ACTIVE NETWORK, services	283.71
ADP, payroll & taxes	456,896.02
AMAZON, supplies	1,934.09
AMER PUB WORKS ASSN, services	7,150.00
ARMBRUST, T, training	44.08
ARNOLD MOTOR, maint	2,836.91
AUTO TOOLS, services	11,322.00
BAKER & TAYLOR, media	1,077.50
BARCAL, R, training	144.36
BCDM ARCH, services	4,500.00
BIG RED LOCKSMITHS, services	39.00
BISHOP BUSINESS EQUIP, services	589.62
BLACK HILLS ENERGY, utilities	3,082.98
BOBCAT, maint	842.51
BRITE IDEAS, supplies	13,650.15
CENTER POINT, books	290.04
CENTURY LINK/LUMEN, phones	80.73
CINTAS CORP, services	167.06
CITY OF OMAHA, services	329,908.01
CONCRETE SUPPLY, maint	9,664.75
CORNHUSKER INTL, maint	1,835.28
COX, services	99.00
D & K PRODUCTS, supplies	1,914.75

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DARECATALOG.COM, supplies	1,470.15
DATASHIELD, services	180.00
DEMCO, supplies	303.65
DOG WASTE DEPOT, supplies	791.92
DORSCHER, T, apparel	225.00
DOUGLAS CO SHERIFF, services	575.00
DULTMEIER SALES, maint	89.50
EBSCO, media	1,840.00
ESSENTIAL SCREENS, services	270.40
EYMAN PLUMBING, bldg & grnds	332.50
FIKES COMM HYGIENE, bldg & grnds	15.50
FIRST RESP OUTFITTERS, apparel	1,102.06
GALE, books	392.86
GEN PARTS CO, supplies	649.61
GOMON, K, training	132.95
GREAT PLAINS COMM, phones	1,085.24
GREAT PLAINS UNIFORMS, services	20.00
HANEY SHOE STORE, apparel	189.99
HAPPY TREES, services	14,000.00
HARBOR FREIGHT TOOLS, supplies	299.75
HELGET SAFETY, apparel	198.00
HGM ASSOC, services	46,855.02
HOBBY LOBBY, services	24.70
HOLBUS, S, supplies	61.36
HOME DEPOT, supplies	99.92
HONEYMAN RENT-ALL, services	1,847.32
HY-VEE, supplies	350.93
INGRAM LIBRARY SRVS, books	2,409.06
JANITOR DEPOT, supplies	294.32
KANOPY, media	185.00
KIMBALL MIDWEST, maint	1,761.99
KRIHA FLUID POWER, maint	414.23
LABRIE, DONALD, services	600.00
LARSEN, supplies	1,005.22
LEAGUE OF NE MUNI, memshp	100.00
L SPANGLER, service	246.50
LOGAN CONTRACTORS, maint	234.06
LOWES, supplies	665.05
MACQUEEN EQUIP, supplies	4,938.00
MARCO, services	153.87
MATHESON TRI-GAS, services	271.32
MENARDS, supplies	924.92
MICHAEL TODD CO, services	1,729.52
MID-AM BENEFITS, services	5,293.88
MIDSTATES CONST, maint	3,590.00
MIDWEST PLASTICS, bldg & grnds	40.00
MIDWEST TURF, services	271.23
MILLARD METAL SRVS, services	90.00
MISSIONSQUARE RETIRE, services	76,728.95
MOBOTREX, supplies	5,265.00
MSC INDUSTRIAL, supplies	138.81
NE DEPT OF REVENUE, services	90.29
NE ARBORISTS ASSOC, memshp	145.00
NE NOTARY ASSOC, supplies	113.32
NE STATE FIRE MARSHAL, services	240.00

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NL & L CONCRETE, services	178,185.75
OCLC, media	89.53
OFFICE DEPOT, supplies	413.26
OLSSON, services	900.00
OMNI ENGINEERING, maint	1,035.90
ONE CALL CONCEPTS, services	342.28
O'REILLY AUTO PARTS, supplies	817.00
PAPILLION SANITATION, services	720.46
POINT C HEALTH, services	11,042.83
PORT-A-JOHNS, services	90.00
PROGRESSIVE BUS TECH, services	133.95
PROJECT LIFESAVER, services	288.27
QUALITY AUTO REPAIR, maint	125.00
REACH SPORTS MRKTING, services	350.00
ROOTED TREE SPECIALISTS, services	650.00
ROSARIO CANIGILA, services	1,900.00
RTG BUILDING SRVS, services	6,765.00
SARPY CO COURTHOUSE, services	4,627.00
SHERWIN-WILLIAMS, supplies	84.58
SIGN IT, services	48.00
SOUTH, R, training	387.00
STRADA OCC HEALTH, services	270.00
TED'S MOWER, maint	9.29
THE WALDINGER CORP, bldg & grnds	6,435.78
TMS, services	1,075.00
TD2, services	225.00
THREE RIVERS LIBRARY SYS, training	5.00
TITLECORE NAT'L, services	1,375.00
TORNADO WASH, services	154.00
TRANS UNION RISK, services	75.00
TRAVELIN' TOM'S COFFEE, services	520.00
U.S. CELLULAR, equip	2487.25
UNITE PRIVATE NETWORKS, services	4,950.00
UPS, services	43.31
US BANK NAT'L ASSOC, supplies	35,461.23
VERIZON CONNECT FLEET, phones	608.00
VERIZON WIRELESS, phones	18.02
VERMEER HIGH PLAINS, equip	183.14
VEST VISUALS, mrkting	3,500.00
VOIANCE LANGUAGE, services	37.64
WALMART, supplies	387.73
WELDON PARTS, maint	1,850.11
WESTLAKE HARDWARE, supplies	1,760.99

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Harris reported that the La Vista Facilities Corporation meeting has been postponed.

# MINUTE RECORD

## **B. PRESENTATION -- ACTIVE MOBILITY PLAN**

Associate City Planner Broderson introduced Craig Mielke with Benesch who gave a presentation on the Active Mobility Plan.

## **C. RESOLUTION -- AUTHORIZE PURCHASE -- PICKUP TRUCK**

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 24-157 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2025 CHEVROLET 1500, DOUBLE CAB, 4X4 TRUCK FROM SID DILLON FLEET AND COMMERCIAL, WAHOO, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$40,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) Double Cab, 4X4 Truck is necessary; and

WHEREAS, the FY25/FY26 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 one (1) 2025 Chevrolet 1500, Double Cab, 4X4 Truck from Sid Dillon Fleet and Commercial, Wahoo, Nebraska in an amount not to exceed \$40,000.00.

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

## **D. RESOLUTION -- AUTHORIZE PURCHASE -- RADAR DETECTION UNITS**

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 24-158 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) 2024 CHEVROLET TAHOE POLICE VEHICLES FROM GREGG YOUNG CHEVROLET AUTO GROUP, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$108,970.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of two (2) new marked police vehicles are necessary, and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, Gregg Young Chevrolet, Omaha, Nebraska was awarded the state bid for Nebraska for the 2024 Chevrolet Tahoe vehicles and will extend that price to the City of La Vista, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of two (2) 2024 Chevrolet Tahoe Police vehicles from Gregg Young Chevrolet Auto Group, Omaha, Nebraska in an amount not to exceed \$108,970.00.

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

# MINUTE RECORD

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## **E. RESOLUTION – APPROVE CONTRACT AND PURCHASE – BS&A UPGRADE**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-159 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE NEGOTIATION OF A CONTRACT FOR THE PURCHASE OF AN UPGRADE TO THE BS&A SOFTWARE IN AN AMOUNT NOT TO EXCEED \$110,000.00.

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska have determined that a need exists to upgrade the BS&A software; and

WHEREAS, the FY25/FY26 Biennial budget provides funding for this purchase; and

WHEREAS, the Financial Information Software Team is recommending the upgrade of BS&A Software.

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 Agreement with BS&A Software, LLC as presented at this meeting is hereby approved, subject to such additions, subtractions or modifications as the City Administrator or her designee determines necessary and appropriate.

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

## **F. ONE AND SIX YEAR STREET IMPROVEMENT PLAN**

### **1. PUBLIC HEARING**

At 6:35 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the One and Six Year Street Improvement Plan.

At 6:36 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sell. Motion carried.

### **2. RESOLUTION – APPROVAL OF THE ONE AND SIX YEAR STREET IMPROVEMENT PLAN**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-160 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE ONE-AND-SIX-YEAR PLAN FOR HIGHWAY, ROAD AND STREET IMPROVEMENTS FOR THE CITY OF LA VISTA AS SUBMITTED BY THE DIRECTOR OF PUBLIC WORKS.

WHEREAS, the Director of Public Works has revised and updated the City of La Vista One-and-Six-Year Street Plan; and

WHEREAS, the La Vista Planning Commission has reviewed the One-and-Six-Year Street Plan for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the City Director of Public Works; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted and reviewed by the La Vista City Council; and

# MINUTE RECORD

WHEREAS, projects in the One-and-Six-Year Street Plan have been incorporated into the City of La Vista's Capital Improvement Plan;

NOW THEREFORE, BE IT RESOLVED, by the Acting Mayor and City Council of the City of La Vista, Nebraska that the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the Director of Public Works and reviewed by the Acting Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

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

### **3. RESOLUTION – AUTHORIZING THE SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION PROGRAM**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-161 entitled: A RESOLUTION AUTHORIZING THE SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2024.

WHEREAS, State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

WHEREAS, State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form;

NOW, THEREFORE BE IT RESOLVED, by the Acting Mayor and City Council of the City of La Vista that the Acting Mayor of La Vista is hereby authorized to sign the Municipal Annual Certification of Program Compliance form for 2024.

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

### **G. SPECIAL ASSESSMENT**

#### **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 Special Assessment.

At 6:38 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sell. Motion carried.

#### **2. RESOLUTION**

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 24-162 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT A LOCATION AND IN AN AMOUNT CITED HEREIN.

WHEREAS, the property owners of  
8809 Park View Blvd \$217.67

# MINUTE RECORD

were notified that their property needed to be mowed, as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

WHEREAS, the property owners of said addresses chose not to mow their property, thus necessitating the City to do the repairs, and

WHEREAS, the City sent the property owners a bill for said repair upon which they have not been paid, and

WHEREAS, the City may file a Special Assessment for Improvements against property for which a City bill for services has not been paid.

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file with the Sarpy County Treasurer Special Assessments for Improvements in the amount and against the property specified above, located within Sarpy County, La Vista, Nebraska.

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

## H. SPECIAL ASSESSMENT

### 1. PUBLIC HEARING

At 6:39 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Special Assessment.

At 6:39 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sell. Motion carried.

### 2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-163 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT A LOCATION AND IN AN AMOUNT CITED HEREIN.

WHEREAS, the property owners of  
6708 Michelle Avenue \$122.05  
were notified that their property needed to be mowed, as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

WHEREAS, the property owners of said addresses chose not to mow their property, thus necessitating the City to do the repairs, and

WHEREAS, the City sent the property owners a bill for said repair upon which they have not been paid, and

WHEREAS, the City may file a Special Assessment for Improvements against property for which a City bill for services has not been paid.

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file with the Sarpy County Treasurer Special Assessments for Improvements in the amount and against the property specified above, located within Sarpy County, La Vista, Nebraska.

# MINUTE RECORD

December 17, 2024

No. 729 — REDFIELD DIRECT E2108195KV

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

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sheehan commended Communication Manager Beaumont and staff for their work at Santa's Workshop.

Mayor Kindig stated visits with senators will be in the upcoming session.

At 6:41 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sell. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk

TitleCore National, LLC  
8701 West Dodge Road  
Suite 150  
Omaha, Nebraska 68114  
402-333-8100



# Invoice

Date: 12/17/2024  
Number: 4790

**City of La Vista**  
9900 Portal Road  
La Vista, NE 68128-2198

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-26	La Vista City Centre, LLC, a Nebraska limited liability company		Title Certificate	Lots 6,8,11, La Vista City Centre Rep 3	\$275.00
<b>Total</b>					<b>\$275.00</b>
<b>Total Due</b>					<b>\$275.00</b>

Oh to pay  
PMD  
16.71.0917.000-9TRT19008

TitleCore National, LLC  
8701 West Dodge Road  
Suite 150  
Omaha, Nebraska 68114  
402-333-8100



# Invoice

Date: 12/20/2024  
Number: 4801

City of La Vista  
9900 Portal Road  
La Vista, NE 68128-2198

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-28	City of La Vista		Title Certificate		\$275.00
<b>Total</b>					<b>\$275.00</b>
<b>Total Due</b>					<b>\$275.00</b>

OK TO PAY  
PMD 12/23/24  
16 71.0917.ccc - STRT 19008

TitleCore National, LLC  
8701 West Dodge Road  
Suite 150  
Omaha, Nebraska 68114  
402-333-8100



# Invoice

Date: 12/23/2024  
Number: 4802

City of La Vista  
9900 Portal Road  
La Vista, NE 68128-2198

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-27	City of LaVista		Title Certificate		\$275.00
					<hr/>
					Total \$275.00
					<hr/>
					Total Due \$275.00
					<hr/>

OK TO PAY  
PMD 12/23/24  
16-71-091700- GTRT 19008



Value Focused. Community Minded. Quality Driven.

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

December 19, 2024  
 Project No: 0000-120869.00  
 Invoice No: 305069

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

**Professional Services from November 18, 2024 to December 15, 2024**

Task	00001	PM, Coordination, Meeting & QC			
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Engineer II					
Barahona, Alejandro			1.00	150.00	150.00
Totals			1.00		150.00
<b>Total Labor</b>					<b>150.00</b>
				<b>Total this Task</b>	<b>\$150.00</b>

Task	00004	Final Design & Bid Package Development			
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Engineer II					
Barahona, Alejandro			1.00	150.00	150.00
Designer I					
Stonacek, Brenton			8.00	93.00	744.00
Totals			9.00		894.00
<b>Total Labor</b>					<b>894.00</b>
				<b>Total this Task</b>	<b>\$894.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	1,044.00	181,790.41	182,834.41
Limit			211,749.82
Remaining			28,915.41
		<b>Total this Invoice</b>	<b>\$1,044.00</b>

<b>Outstanding Invoices</b>			
<b>Number</b>	<b>Date</b>	<b>Balance</b>	
299692	10/30/2024	8,615.25	
302634	11/26/2024	6,676.50	
<b>Total</b>		<b>15,291.75</b>	

*CH TO PAY  
 PMD 12/23/24  
 05-71-0917-000 - STRT17003*

FINAL PAYMENT RECOMMENDATION ON CONTRACT FOR  
CITY OF LA VISTA MUNICIPAL POOL DEMOLITION

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

Contractor: Vixen Construction LLC  
23094 Old Lincoln Road  
Crescent, IA 51526

CONTRACT AMOUNT: \$96,700.00  
AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S): \$74,964.50

Item	Description	Approx. Quantities	Unit Price	Amount
1	Mobilization/Demobilization	1 L.S.	\$ 3,000.00 / L.S.	\$ 3,000.00
2	Install Silt Fence	0 L.F.	\$ 5.00 / L.F.	\$ 0.00
3	Maintain Silt Fence	0 L.F.	\$ 1.00 / L.F.	\$ 0.00
4	Remove Silt Fence	0 L.F.	\$ 1.00 / L.F.	\$ 0.00
5	Install Construction Entrance	1 L.S.	\$ 1,500.00 / L.S.	\$ 1,500.00
6	Maintain Construction Entrance	1 L.S.	\$ 1,000.00 / L.S.	\$ 1,000.00
7	Remove Construction Entrance	1 L.S.	\$ 500.00 / L.S.	\$ 500.00
8	Clearing and Grubbing Trees Over 18" to 27" Diameter	10 EA.	\$ 300.00 / EA.	\$ 3,000.00
9	Remove Manhole	0 EA.	\$ 1,000.00 / EA.	\$ 0.00
10	Remove Area Inlet	1 EA.	\$ 1,000.00 / EA.	\$ 1,000.00
11	Remove Fence (Chain Link)	900 L.F.	\$ 4.00 / L.F.	\$ 3,600.00
12	Remove Pavement	1,600 S.Y.	\$ 5.00 / S.Y.	\$ 8,000.00
13	Remove Existing Pools	1 L.S.	\$ 5,000.00 / L.S.	\$ 5,000.00
14	Remove Existing Light Pole and Footing	8 EA.	\$ 500.00 / EA.	\$ 4,000.00
15	Remove Existing Utility Pole and Power Line	2 EA.	\$ 500.00 / EA.	\$ 1,000.00
16	Disconnect and Remove Existing Power Service	1 L.S.	\$ 1,500.00 / L.S.	\$ 1,500.00
17	Remove Existing Post	4 EA.	\$ 500.00 / EA.	\$ 2,000.00
18	Remove Existing Building	1 LS.	\$ 18,000.00 / LS.	\$ 18,000.00
19	Remove Existing Picnic Structure	1 LS.	\$ 500.00 / LS.	\$ 500.00
20	Remove Existing Umbrella Structure	2 EA.	\$ 500.00 / EA.	\$ 1,000.00
21	Excavation Haul-Off (Sand)	430 C.Y.	\$ 10.00 / C.Y.	\$ 4,300.00
22	Embankment - Borrow (Haul-In)	1,640 C.Y.	\$ 9.00 / C.Y.	\$ 14,760.00
23	Construct PCC Curb Ramp	0 S.F.	\$ 35.00 / S.F.	\$ 0.00
24	Construct Detectable Warning Panel	0 S.F.	\$ 24.00 / S.F.	\$ 0.00

Item Description	Approx. Quantities	Unit Price	Amount
25 Place Topsoil - Borrow (Haul In)	350 C.Y.	15.00 C.Y.	\$ 5,250.00
26 Install Rolled Erosion Control, Type I with Seeding - Type A	4,680 S.Y.	\$ 2.00 / S.Y.	\$ 9,360.00
27 Remove Existing Private Storm and Sanitary Sewer Service Piping	0 L.S.	\$ 2,000.00 / L.S.	\$ 0.00
28 Construct Pipe Plug	0 EA.	\$ 1,000.00 / EA.	\$ 0.00
29 Construct 9" Combination Curb and Gutter	0 L.F.	\$ 70.00 / L.F.	\$ 0.00
<b>TOTAL</b>			<b>\$ 88,270.00</b>
<b>LESS 5% RETAINED</b>			<b>\$ 0.00</b>
<b>LESS PREVIOUS PAYMENT RECOMMENDATION(S)</b>			<b>\$ 74,964.50</b>
<b>TOTAL DUE TO CONTRACTOR</b>			<b>\$ 13,305.50</b>

We recommend that payment in the amount of \$13,305.50 be made to Vixen Construction LLC.

Respectfully submitted,



Trevor Veskrna, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

TDV/bph

cc: Vixen Construction LLC

OK TO PAY  
PMD 12/23/24  
16,71,0918.000 - PART 20003

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

Page One of Two Pages

A-6

TO (CONTRACTOR): PROJECT: #24052  
 City of La Vista City of La Vista City Centre  
 8116 Park View Boulevard  
 La Vista, NE 68128  
 FROM (SUB-CONTRACTOR): VIA (ARCHITECT):  
 Mackie Construction Inc  
 14565 Portal Cir STE 117  
 LaVista NE 68046  
 CONTRACT FOR: Flatwork and Foundations

APPLICATION NO: THREE(3)  
 PERIOD TO: December 10, 2024  
 CONTRACT NO. 0  
 CONTRACT DATE:

Distribution to:

	OWNER
	ARCHITECT
XXX	CONTRACTOR

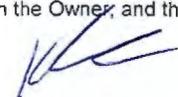
**CONTRACTOR'S APPLICATION FOR PAYMENT**

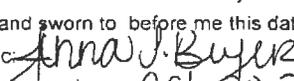
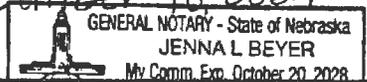
Application is made for Payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$458,438.56 ✓
2. Net change by Change Orders	\$4,244.13 ✓
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$462,682.69 ✓
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$462,682.69 ✓
5. RETAINAGE:	
a. 0% of Completed Work (Column D/E on G703)	\$0.00 ✓
b. 10% of Stored Material (Column F on G703 x Rate)	\$0.00
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column J of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$462,682.69 ✓
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$301,850.18 ✓
8. CURRENT PAYMENT DUE	\$160,832.51
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	4244.13	
<b>TOTALS</b>	<b>\$4,244.13</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$4,244.13</b>	

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

CONTRACTOR SIGNATURE: 

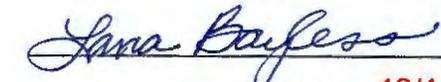
By: Kurt Mackie Date: 12-10-2024  
 State of: Nebraska County of: Sarpy  
 Subscribed and sworn to before me this date: December 10, 2024  
 Notary Public:   
 My Commission expires: October 20, 2028  


**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED.....\$ **160,832.51**

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

ARCHITECT:   
 By: Lana Bayless Date: 12/11/2024

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF THREE PAGES

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

APPLICATION NUMBER 3  
APPLICATION DATE November 20, 2024  
PERIOD TO November 30, 2024  
ARCHITECT'S PROJECT NO 0

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 0.00%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	SWPP Sign	\$354.90	\$354.90			\$354.90	100%	\$0.00	\$0.00
2	Install Silt Fence	\$1,106.84	\$1,106.84			\$1,106.84	100%	\$0.00	\$0.00
3	Area Inlet Protection	\$216.69	\$216.69			\$216.69	100%	\$0.00	\$0.00
4	Curb Inlet Protection	\$702.78	\$702.00	\$0.78		\$702.78	100%	\$0.00	\$0.00
5	Install Construction Entrance	\$878.45	\$878.45			\$878.45	100%	\$0.00	\$0.00
6	Install Wattle	\$767.25	\$767.25			\$767.25	100%	\$0.00	\$0.00
7	Concrete Washout	\$591.50	\$591.50			\$591.50	100%	\$0.00	\$0.00
8	SWPPP Maintenance	\$1,815.48	\$1,815.48			\$1,815.48	100%	\$0.00	\$0.00
9	Clear & Grub	\$4,996.77	\$4,996.77			\$4,996.77	100%	\$0.00	\$0.00
10	Remove 15"-18" Sewer Pipe	\$2,330.56	\$2,330.56			\$2,330.56	100%	\$0.00	\$0.00
11	Remove 6" Pavement	\$16,677.50	\$16,677.50			\$16,677.50	100%	\$0.00	\$0.00
12	Remove Sidewalk	\$559.35	\$559.35			\$559.35	100%	\$0.00	\$0.00
13	Remove Gravel Surface	\$1,600.38	\$1,600.38			\$1,600.38	100%	\$0.00	\$0.00
14	Remove Telephone Pedestal	\$76.14	\$76.14			\$76.14	100%	\$0.00	\$0.00
15	Remove UG-Catv-Tele Cables	\$547.55	\$547.55			\$547.55	100%	\$0.00	\$0.00
16	Perimeter Construction Fencing	\$9,360.50	\$6,500.00	\$2,860.50		\$9,360.50	100%	\$0.00	\$0.00
17	Install Vehicle Fence Gates	\$761.33	\$761.33			\$761.33	100%	\$0.00	\$0.00
18	Ex On-Site	\$1,659.00	\$1,659.00			\$1,659.00	100%	\$0.00	\$0.00
19	Ex Haul Off	\$63,042.00	\$63,042.00			\$63,042.00	100%	\$0.00	\$0.00
20	Subgrade Prep Driveway	\$5,854.80	\$5,854.80			\$5,854.80	100%	\$0.00	\$0.00
21	Sub Grade Prep Sidewalk	\$1,443.75	\$1,443.75			\$1,443.75	100%	\$0.00	\$0.00
22	5" Concrete Pavement	\$152,324.80	\$75,000.00	\$77,324.80		\$152,324.80	100%	\$0.00	\$0.00
23	Construct 7" Pavement	\$34,631.70	\$34,631.70			\$34,631.70	100%	\$0.00	\$0.00
24	Construct 8" Curb & Gutter	\$3,415.00	\$3,415.00			\$3,415.00	100%	\$0.00	\$0.00
25	Construct 4" PCC Sidewalk	\$23,151.20	\$3,027.20	\$20,124.00		\$23,151.20	100%	\$0.00	\$0.00
26	Construct 6" High Thickend Edge	\$4,263.08	\$4,263.08			\$4,263.08	100%	\$0.00	\$0.00
27	Construct 0" High Thickend Edge	\$171.68	\$171.68			\$171.68	100%	\$0.00	\$0.00
28	Construct PCC Curb Ramp	\$951.15	\$951.15			\$951.15	100%	\$0.00	\$0.00
29	Construct Detectable Warning Panel	\$656.64	\$656.64			\$656.64	100%	\$0.00	\$0.00
<b>PAGE TOTALS</b>		<b>\$334,908.77</b>	<b>\$234,598.69</b>	<b>\$100,310.08</b>	<b>\$0.00</b>	<b>\$334,908.77</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$0.00</b>

DOCUMENT G703 APPLICATION AND CERTIFICATE FOR PAYMENT 1992 EDITION AIA © 1992 AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20004-5222

AIA DOCUMENT G703

PAGE THREE OF THREE PAGES

G703 - 1992

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached  
In tabulations below, amounts are stated to the nearest dollar  
Use Column J on contracts where variable retainage for line items may apply

APPLICATION NUMBER 3  
APPLICATION DATE November 20, 2024  
PERIOD TO November 30, 2024  
ARCHITECT'S PROJECT NO 0

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
30	Construct Curb Inlet	\$8,549.40	\$8,549.00	\$0.40		\$8,549.40	100%	\$0.00	\$0.00
31	Connect Existing 18" SD Line to New Inlet	\$5,785.49	\$5,785.49			\$5,785.49	100%	\$0.00	\$0.00
32	Adjust Storm Sewer Manhole to grade	\$585.64	\$585.64			\$585.64	100%	\$0.00	\$0.00
33	Removal Top Soil	\$8,989.00	\$8,989.00			\$8,989.00	100%	\$0.00	\$0.00
34	Place Top Soil	\$6,177.60	\$6,177.60			\$6,177.60	100%	\$0.00	\$0.00
35	Top Soil Test	\$234.26	\$234.26			\$234.26	100%	\$0.00	\$0.00
36	Amend Top Soil	\$22,487.40	\$22,487.40			\$22,487.40	100%	\$0.00	\$0.00
37	Instal. Seeding	\$1,855.00	\$1,855.00			\$1,855.00	100%	\$0.00	\$0.00
38	Install Mulching	\$1,190.00	\$1,190.00			\$1,190.00	100%	\$0.00	\$0.00
39	Rolled Erosion Control	\$1,351.10	\$1,351.00	\$0.10		\$1,351.10	100%	\$0.00	\$0.00
40	Construct Steel Guard Post W/Eye Bolt	\$1,834.22	\$1,834.22			\$1,834.22	100%	\$0.00	\$0.00
41	Remove Marking Lines	\$1,267.20	\$1,267.20			\$1,267.20	100%	\$0.00	\$0.00
42	6" White	\$1,721.75	\$1,721.75			\$1,721.75	100%	\$0.00	\$0.00
43	Type 3 4" Tape Marking	\$1,113.40	\$1,113.40			\$1,113.40	100%	\$0.00	\$0.00
44	Type 3 12" Tape Marking	\$456.82	\$456.82			\$456.82	100%	\$0.00	\$0.00
45	Type 3 24" Tape Marking	\$2,342.80	\$2,342.80			\$2,342.80	100%	\$0.00	\$0.00
46	Type Only	\$468.51	\$468.51			\$468.51	100%	\$0.00	\$0.00
47	Type Directional	\$1,639.80	\$1,639.80			\$1,639.80	100%	\$0.00	\$0.00
48	Install Traffic Signage & Decorative Posts	\$2,775.94	\$2,775.94			\$2,775.94	100%	\$0.00	\$0.00
49	Remove Existing Sign & Install New Sign @ Existing Post	\$242.05	\$242.05			\$242.05	100%	\$0.00	\$0.00
50	Install ADA Signage & Posts	\$913.62	\$913.62			\$913.62	100%	\$0.00	\$0.00
51	Install Wheel Stop	\$518.45	\$518.45			\$518.45	100%	\$0.00	\$0.00
52	Install Parking Lot Pole Single	\$7,337.18	\$3,000.00	\$4,337.18		\$7,337.18	100%	\$0.00	\$0.00
53	Install Parking Lot Post Double	\$17,750.84	\$6,000.00	\$11,750.84		\$17,750.84	100%	\$0.00	\$0.00
54	1" Schedule 80 PVC Directional Bore	\$2,882.25	\$2,882.25			\$2,882.25	100%	\$0.00	\$0.00
55	1" Schedule 80 PVC Direct Bury	\$5,309.20	\$5,309.20			\$5,309.20	100%	\$0.00	\$0.00
56	Temp Traffic Control	\$4,072.53	\$2,000.00	\$2,072.53		\$4,072.53	100%	\$0.00	\$0.00
57	Mob/De-Mob	\$13,578.34	\$9,000.00	\$4,578.34		\$13,578.34	100%	\$0.00	\$0.00
58	CC #1	\$4,244.13	\$4,244.13			\$4,244.13	100%	\$0.00	\$0.00
<b>Page Totals</b>		<b>\$127,773.92</b>	<b>\$100,790.40</b>	<b>\$26,983.52</b>	<b>\$0.00</b>	<b>\$127,773.92</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GRAND TOTALS</b>		<b>\$462,682.69</b>	<b>\$335,389.09</b>	<b>\$127,293.60</b>	<b>\$0.00</b>	<b>\$462,682.69</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$0.00</b>

DOCUMENT G703 APPLICATION AND CERTIFICATE FOR PAYMENT 1992 EDITION AIA © 1992 AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20004-5222

G703 - 1992

Approved to Pay  
CAS 12/17/24  
05.71.09.7.000(CMD)/241001

APPLICATION AND CERTIFICATE FOR PAYMENT  
AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: City of La Vista PROJECT: Central Park Pedestrian Lighting APPLICATION NO: 6501-003  
 APPLICATION DATE: 12/06/24  
 PERIOD TO: 11/1 - 11/30  
 PROJECT NO: 6501  
 CONTRACT DATE: 05/22/24

FROM CONTRACTOR:  
 Valley Corporation  
 28001 Ida Circle, PO Box 589  
 Valley, NE 68064

CONTRACT FOR: Street lighting/Pedestrian Lighting

OWNER: City of La Vista

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$606,994.25
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$606,994.25
4. TOTAL COMPLETED & STORED TO DATE (Column K and L on G703)	\$427,135.59
5. RETAINAGE:	
a. 10% of Completed Work (Column K on G703)	\$42,713.59
b. 10% of Stored Material (Column L on G703)	\$0.00
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column O of G703)	\$42,713.59
6. TOTAL EARNED LESS RETAINAGE	\$384,422.27
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 from prior Certificate)	\$266,651.73
8. CURRENT PAYMENT DUE	\$117,570.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 8)	\$222,571.99

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
NET CHANGES by Change Order:	\$0.00	

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

CONTRACTOR: Valley Corporation  
 By: *James Beaman* Date: 12-6-24

State of: Nebraska County of: Douglas  
 Subscribed and sworn to before me this 6 day of December 2024

Notary Public:  
*Brenda L Schmitz*



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$117,570.54

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

ENGINEER: *Patricia S. Smith* Date: 12/30/2024

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

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER ADVISER 1992 EDITION AIA  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE. N.W. WASHINGTON, DC 20006-5292  
 Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401- Certification of Document's Authenticity

Approved to Pay  
 CAS 12/30/24  
 16,710,0917.000 PARK17006

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

APPLICATION NO: 6501-003  
 APPLICATION DATE: 12/06/24  
 PERIOD TO: 11/1 - 11/30  
 PROJECT NO: 6501

A ITEM NO.	B DESCRIPTION OF WORK	C UOM	D Contracted Values			E Previous Application		F Current Application		G Completed to Date		L Stored Materials	M Remaining		N Retained 10%
			Est. Quantity	Unit Price	Contract Value	Quantity	Extended Value	Quantity	Extended Value	Quantity	Extended Value		Quantity	Extended Value	
1	Selective Demolition, direct-bury wire (UG conduit)	LF	900	\$ 5.24	\$ 4,716.00	100	\$ 524.00	\$ -	\$ -	100	\$ 524.00	\$ -	800	\$ 4,192.00	\$ 524.00
2	Selective Demolition, wood pole, 25' high	EACH	2	\$ 1,179.42	\$ 2,358.84	2	\$ 2,358.84	\$ -	\$ -	2	\$ 2,358.84	\$ -	0	\$ -	\$ 235.88
3	Selective Demolition	CLF	1	\$ 1,179.42	\$ 1,179.42	1	\$ 1,179.42	\$ -	\$ -	1	\$ 1,179.42	\$ -	0	\$ -	\$ 117.94
4	Lighting Circuits - Wire, Copper, Stranded, 600 Volt, #10, Type THWN, Normal Installation Conditions In Conduit	CLF	207	\$ 105.38	\$ 21,813.66	0	\$ -	207	\$ 21,813.66	207	\$ 21,813.66	\$ -	0	\$ -	\$ 2,181.37
5	Lighting Circuits - Wire, copper, stranded, 600 volt, #8, type THWN, normal installation conditions in conduit	CLF	110	\$ 135.52	\$ 14,907.20	0	\$ -	110	\$ 14,907.20	110	\$ 14,907.20	\$ -	0	\$ -	\$ 1,490.72
6	Receptacle Circuits - Wire, copper, stranded, 600 volt, #12, type THWN, normal installation conditions in conduit	CLF	18	\$ 92.28	\$ 1,661.04	0	\$ -	18	\$ 1,661.04	18	\$ 1,661.04	\$ -	0	\$ -	\$ 166.10
7	Receptacle Circuits - Wire, Copper, Stranded, 600 Volt, #10, Type THWN, Normal Installation Conditions In Conduit	CLF	70	\$ 105.38	\$ 7,376.60	0	\$ -	70	\$ 7,376.60	70	\$ 7,376.60	\$ -	0	\$ -	\$ 737.66
8	Receptacle Circuits - Wire, copper, stranded, 600 volt, #8, type THWN, normal installation conditions in conduit	CLF	88	\$ 135.52	\$ 11,925.76	0	\$ -	88	\$ 11,925.76	88	\$ 11,925.76	\$ -	0	\$ -	\$ 1,192.58
9	Receptacle Circuits - Wire, Copper, Stranded, 600 Volt, #6, Type THWN, Normal Installation Conditions In Conduit	CLF	98	\$ 168.29	\$ 16,492.42	0	\$ -	98	\$ 16,492.42	98	\$ 16,492.42	\$ -	0	\$ -	\$ 1,649.24
10	Lighting Circuits - PVC conduit, Sch. 40, 1/2" diameter including terminations, fittings	CLF	157	\$ 58.09	\$ 9,120.13	157	\$ 9,120.13	\$ -	\$ -	157	\$ 9,120.13	\$ -	0	\$ -	\$ 912.01
11	Receptacle Circuits - PVC conduit, Sch. 40, 1/2" diameter including terminations, fittings	CLF	137	\$ 88.56	\$ 12,132.72	137	\$ 12,132.72	\$ -	\$ -	137	\$ 12,132.72	\$ -	0	\$ -	\$ 1,213.27
12	Pull Boxes, Composite, Weatherproof, Type NEMA 3R	EACH	70	\$ 1,313.83	\$ 91,968.10	68	\$ 89,340.44	2	\$ 2,627.66	70	\$ 91,968.10	\$ -	0	\$ -	\$ 9,105.81
14	Lighting Circuits - Ground wire, copper, bare, solid, #8	CLF	158.5	\$ 126.80	\$ 20,097.80	0	\$ -	158.5	\$ 20,097.80	158.5	\$ 20,097.80	\$ -	0	\$ -	\$ 2,009.78
15	Receptacle Circuits - Ground wire, copper, bare, solid, #8	CLF	137	\$ 126.80	\$ 17,371.60	0	\$ -	137	\$ 17,371.60	137	\$ 17,371.60	\$ -	0	\$ -	\$ 1,737.16
16	Lighting Ground Rod - Ground wire, copper, bare, solid, #8	CLF	3	\$ 167.08	\$ 501.24	3	\$ 501.24	\$ -	\$ -	3	\$ 501.24	\$ -	0	\$ -	\$ 50.12
17	Grounding rod, copper clad, 8' long, 1/2" diameter	EACH	59	\$ 88.54	\$ 5,223.86	59	\$ 5,223.86	\$ -	\$ -	59	\$ 5,223.86	\$ -	0	\$ -	\$ 522.39
18	Grounding clamp, bronze, 1/2" diameter	EACH	59	\$ 23.44	\$ 1,382.96	59	\$ 1,382.96	\$ -	\$ -	59	\$ 1,382.96	\$ -	0	\$ -	\$ 138.30
19	Trenching, Backfill	LF	6970	\$ 13.65	\$ 96,524.50	6370	\$ 88,224.50	\$ -	\$ -	6370	\$ 88,224.50	\$ -	600	\$ 8,310.00	\$ 8,822.45
20	Direct-bore underneath existing paved surfaces	LF	100	\$ 21.72	\$ 2,172.00	700	\$ 15,204.00	\$ -	\$ -	700	\$ 15,204.00	\$ -	-600	\$ (13,032.00)	\$ 1,520.40
21	Receptacle, duplex GFCI, 20A with box, weatherproof white-in-use cover, 3/4" PVC and wro	EACH	59	\$ 72.03	\$ 4,249.77	18	\$ 1,296.54	\$ -	\$ -	18	\$ 1,296.54	\$ -	41	\$ 2,953.23	\$ 129.65
22	Type SPD, 14ft pole, concrete base	EACH	28	\$ 3,252.37	\$ 91,066.36	10	\$ 32,523.70	\$ -	\$ -	10	\$ 32,523.70	\$ -	18	\$ 58,542.66	\$ 3,252.37
23	Type SPD, 20ft pole, concrete base	EACH	9	\$ 3,197.45	\$ 28,777.05	2	\$ 6,394.90	\$ -	\$ -	2	\$ 6,394.90	\$ -	7	\$ 22,382.15	\$ 639.49
24	Type SPE, 20ft pole, concrete base	EACH	22	\$ 3,189.59	\$ 70,169.00	2	\$ 6,379.00	\$ -	\$ -	2	\$ 6,379.00	\$ -	20	\$ 63,790.00	\$ 637.90
24	Surveying and Staking	LS	1	\$ 8,355.48	\$ 8,355.48	1	\$ 8,355.48	\$ -	\$ -	1	\$ 8,355.48	\$ -	0	\$ -	\$ 835.55
25	Lighting Control, material	LS	1	\$ 31,757.18	\$ 31,757.18	0.25	\$ 7,939.30	0.25	\$ 7,939.30	0.5	\$ 15,878.60	\$ -	0.5	\$ 15,878.60	\$ 1,587.86
26	Lighting Control, installation and commissioning	LS	1	\$ 33,683.59	\$ 33,683.59	0.25	\$ 8,420.89	0.25	\$ 8,420.89	0.5	\$ 16,841.78	\$ -	0.5	\$ 16,841.78	\$ 1,684.18
			0	\$ -	\$ -	0	\$ -	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
			0	\$ -	\$ -	0	\$ -	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
	Grand Total				\$ 606,994.25		\$ 296,501.92	\$ 130,633.93	\$ 427,135.85	\$ -	\$ -	\$ -	\$ 179,858.40	\$ 42,713.50	

WEEKLY PROGRESS REPORT

CONTRACTOR NL & L *E PAY TO NLL*

PROJECT East La Vista Sewer and Pavement Rehab.

WEEK ENDING DATE 12/21/24

PROJECT NO. M376(228)

PROJECT STATUS: IN PROGRESS

REPORT NO. 90

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY	
	<b>02 Jan 2024 Start of Phase 2, Calendar/Work Days will reflect the phase 2 calendar day quantity and percentages</b>			Paving - Total Value of Work This Period	\$23,582.18
SUNDAY	12/15/24 Tems 43/27, No work on site, No pay items	0	Y	Sewer - Total Value of Work This Period	\$16,069.21
				Paving - Total Value of Work To Date	\$2,449,242.02
				Sewer - Total Value of Work To Date	\$2,075,180.70
				Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00
MONDAY	12/16/24 Tems 52/25, NLL 0700-1630, HGM 0800-1630 Sewer crew cont backfilling open excavation at 7109, started new excavation for continuing the installation of the new sanitary main toward 7106. Thiele compaction testing 1000 and 1400. No pay items	8	Y	Total Value of Stored Materials Remaining To Date	\$0.00
				Estimated Contract Value	\$ 4,822,962.10
TUESDAY	12/17/24 Tems 39/25, NLL 0700-1630, HGM 0800-1630, Sewer crew continued the installation of the new sanitary main and service lateral repair at 7106. Pay items CO2 58 8" sanitary main 14', 33 rem serv lat 2.0', 34 inst serv lat 16'	8	Y	Percent Complete By Value	94%
				Contract Calendar / Work Days	551
WEDNESDAY	12/18/24 Tems 32/24, NLL 0700-1630, hgm 0800-1630, Sewer crew finished serv lateral repair and next section of 8" new main at 7106, started backfill operations, rem sidewalk 7113, Paving crew started setting forms for sidewalks, drives, and pavement from approx. 118+50 to 119+40, covered grade with insulating blankets, rem sidewalks, drives 7108 to 7110. Pay items CO2 68 8" sanitary 14', 4S rem sidewalk 424 sf, 3S rem drive 47.86 sy	12	Y	Calendar / Work Days This Period	7
				Calendar / Work Days Used To Date	629
THURSDAY	12/19/24 Temp 68/18, NLL 0700-1630, HGM 0800-1630, Sewer crew did clean up, started some of the excavation for the next segment of main 7106/7105. Paving crew completed form work, const 7" pcc 118+59 to 119+41 including driveways and sidewalks. Pay items: 24S const 4" sidewalk 352 SF, 16S cont 6" driveway 63.25 SY, 2P rem pavement 227.78 sy, 17P subgrade prep 227.78 sy 11P const 7" PCC 227.78 SY, 24P const 4" sidewalk 163.63, 26 const curb ramp 26.43, 28 Const curb wall 34 in ft, 27 detec panels 8 SF	10	Y	Percent Time Used	114%
				% Retained Paving/Sewer	10.0000%
FRIDAY	12/20/24 Temp 23/10, NLL 0700-1630, HGM 0800-1630, Sewer crew worked on serv lat at 7105 and next section of new 8" sanitary main, Paving crew saw cut joints in new pavement installed yesterday, removed forms, backfilled, seeded matted disturbed areas. Pay items: CO2 68 8" sanitary main 13.0 in ft, 33 rem serv lat 7.0, 34 inst serv lat 14.0, 36 vertical riser 12.0	8	Y	Amount Retained to Date Paving	\$244,924.20
				Amount Retained To Date Sewer	\$207,518.07
				Net Amount Due To Date	\$4,071,980.45
SATURDAY	12/21/24 Tems 36/31, No work on site, no pay items.	0	Y	Total Incentive Earned / Disincentive Assessed To Date	\$0.00
				Net Amount Due To Date Including Incentive Earned / Disincentive Assessed	\$4,071,980.45
Other Comments				Total Previous Payments To Date	\$3,939,191.45
Note: CIPP reviewed, Engineer stamped design and analysis submitted. Installed quantities to be paid, note some areas have needed repair of lateral openings. Contractor notified of the repair work needed. MH frames and covers S 69th St. Solid James to Josephine. Agreed to VF price for new manholes of \$700. per VF,				Amount Due To Date	\$132,788.00

*[Signature]* 12-30-24  
CONTRACTOR / DATE

Paula Pogge, HGM Associates, Inc. 30 Dec 2024  
PROJECT MANAGER / DATE

Paula Pogge HGM Associates, Inc 24 Dec 2024  
PROJECT REPRESENTATIVE / DATE

*[Signature]* 1/2/25  
CITY CONSTRUCTION ENGINEER / DATE

*OT TO PAY*  
*PMO 1/2/25*  
*SEWER = 01.71.0917.ccc - SEWER 13001*  
*= \$38,195.15*  
*STREET = 05.71.0917.ccc - SEWER 13001*  
*= \$94,593.05*

# WEEKLY PROGRESS REPORT

## PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$158,000.00	LS	-	\$0.00	100.0%	1.00	\$158,000.00
2	Paving 2	Remove Pavement	7,747.00	\$11.00	SY	227.78	\$2,505.58	129.0%	10,018.88	\$110,208.88
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	-	\$0.00	157.0%	1,102.80	\$12,130.80
4	Paving 4	Remove Sidewalk - Paving	7,398.00	\$2.00	SF	-	\$0.00	170.0%	12,556.83	\$25,111.86
5	5	Remove Concrete Curb and Gutter	1,750.00	\$12.00	LF	-	\$0.00	163.0%	2,851.70	\$34,220.40
6	6	Perform Cold Planning-Asphalt	25,920.00	\$6.50	SY	-	\$0.00	84.0%	21,818.72	\$141,821.68
7	7	Perform 2" Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	338.0%	168.00	\$1,176.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	2,860.00	\$187.11	Ton	-	\$0.00	88.0%	2,503.15	\$488,364.40
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	5,400.00	\$72.00	SY	-	\$0.00	38.0%	2,049.78	\$147,684.18
11	Paving 11	Construct 7" Concrete Pavement - Type L85 - Paving	7,576.00	\$75.00	SY	227.78	\$17,083.50	130.0%	9,847.22	\$738,541.50
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L65	88.00	\$92.00	SY	-	\$0.00	354.0%	338.66	\$31,248.72
14	14	Construct Concrete Curb and Gutter	1,750.00	\$42.00	LF	-	\$0.00	163.0%	2,851.70	\$119,771.40
15	Paving 15	Construct 6" Driveway - Type L65 - Paving	841.00	\$59.00	SY	-	\$0.00	132.0%	1,113.07	\$65,871.13
16	16	Construct 6" Driveway - Type L85	50.00	\$82.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,537.00	\$3.50	SY	227.78	\$797.23	55.0%	5,256.99	\$18,395.97
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	-	\$0.00	50.0%	6.00	\$4,800.00
19	19	Adjust Manhole to Grade	30.00	\$800.00	EA	-	\$0.00	60.0%	18.00	\$14,400.00
20	20	Remove & Replace Curb Inlet Top	6.00	\$3,200.00	EA	-	\$0.00	120.0%	6.00	\$19,200.00
21	21	Install Manhole Ring and Cover	8.00	\$700.00	EA	-	\$0.00	138.0%	11.00	\$7,700.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	-	\$0.00	38.0%	3.00	\$2,250.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	96.0%	0.9512	\$48,060.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$6.75	SF	163.83	\$1,105.86	216.0%	10,827.28	\$73,084.01
25	25	Construct 6" PCC Sidewalk	524.00	\$7.50	SF	-	\$0.00	192.0%	1,006.15	\$7,546.13
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	26.43	\$370.02	80.0%	1,090.58	\$15,268.12
27	27	Construct Detectable Warning Panel	441.00	\$45.00	SF	6.00	\$360.00	75.0%	332.00	\$14,940.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	34.00	\$1,360.00	429.0%	1,033.00	\$41,320.00
29	29	Install Seeding - Type A	1,922.00	\$3.75	SY	-	\$0.00	46.0%	879.29	\$3,297.34
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	-	\$0.00	53.0%	1,020.12	\$3,080.36

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$126.00	EA	-	\$0.00	350.0%	7.00	\$876.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	100.0%	1.00	\$3,500.00
52	P 62	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	-	\$0.00	627.0%	1,063.52	\$21,070.40
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	100.0%	1.00	\$144,000.00
S2	Sewer 2	Remove Pavement - Sewer	6,052.00	\$11.00	SY	-	\$0.00	185.0%	9,346.46	\$102,799.86
S3	Sewer 3	Remove Concrete Driveway - Sewer	3,940.00	\$11.00	SY	47.86	\$526.46	27.0%	1,078.93	\$11,846.23
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SF	424.00	\$848.00	46.0%	3,254.92	\$6,509.84
S11	Sewer 11	Construct 7" Concrete Pavement - Type L65 - Sewer	7,077.00	\$75.00	SY	-	\$0.00	125.0%	8,863.28	\$664,746.75
S15	Sewer 15	Construct 6" Driveway - Sewer	1,915.00	\$69.00	SY	63.25	\$3,731.75	59.0%	1,127.92	\$66,547.28
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	-	\$0.00	26.0%	1,842.58	\$6,448.03
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$6.75	SF	352.00	\$2,376.00	41.0%	2,932.20	\$19,792.35
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	6,390.00	\$20.00	LF	6.00	\$180.00	74.0%	3,697.82	\$79,958.40
34	34	Construct 8" PVC Sanitary Sewer Pipe (Service Line)	4,885.00	\$65.00	LF	30.00	\$1,960.00	78.0%	3,816.09	\$248,045.85
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	487.00	\$70.00	VF	12.00	\$840.00	8.0%	39.00	\$2,730.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	24.00	\$175.00	LF	-	\$0.00	1285.0%	308.33	\$63,957.75
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs, Over 15' Depth)	12.00	\$175.00	LF	-	\$0.00	42.0%	6.00	\$875.00
38	38	Construct 8" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Liner	10,138.00	\$45.00	LF	-	\$0.00	64.0%	6,631.14	\$293,901.30
40	40	Install 15" CIPP Liner	927.00	\$65.00	LF	-	\$0.00	67.0%	529.69	\$34,429.85
41	41	Re-Install Service Lines	310.00	\$100.00	EA	-	\$0.00	61.0%	189.00	\$18,900.00
42	42	CIPP End Seal, 8-In	79.00	\$195.00	EA	-	\$0.00	61.0%	48.00	\$9,380.00
43	43	CIPP End Seal, 15-In	9.00	\$260.00	EA	-	\$0.00	67.0%	6.00	\$1,560.00
44	44	Perform Pre-CIPP CCTV Pipeline Inspection	11,794.00	\$4.60	LF	-	\$0.00	77.0%	9,047.00	\$40,711.50
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,065.00	\$3.00	LF	-	\$0.00	64.0%	7,060.83	\$21,182.49
46	46	Jet Existing Sanitary Sewer	11,065.00	\$2.75	LF	-	\$0.00	82.0%	9,047.00	\$24,879.25
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 48" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$80,000.00	LS	-	\$0.00	61.0%	0.61	\$18,300.00
50	50	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	28.0%	0.28	\$5,600.00
51	51	Mobilization/Demobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	-	\$0.00	100.0%	1.00	\$40,000.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 53	Install 16" RCP Storm Sewer - CO 1	98.00	\$73.00	LF	-	\$0.00	163.0%	160.00	\$11,680.00
62	CO1 64	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	491.0%	108.00	\$21,900.00
63	CO1 55	3/4" Limestone Pipe Bedding	217.00	\$29.50	Ton	-	\$0.00	75.0%	182.85	\$4,804.08
64	CO1A 56	Rebuild curb inlets/junction box	4.00	\$4,200.00	ea	-	\$0.00	343.0%	13.70	\$57,540.00
66	CO1A 67	Remove existing Inlets	3.00	\$500.00	ea	-	\$0.00	200.0%	6.00	\$3,000.00
68	CO2 58	Remove and replace 8" Sanitary Sewer Main S 71st St.	728.00	\$137.00	LF	41.00	\$5,617.00	167.0%	1,145.24	\$156,597.88

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PAYMENT – TRAFFIC SIGNAL REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing payment to Sadler Electric, Omaha, Nebraska for traffic signal inductance loop replacement and two (2) electrical conduit and wiring damage repairs on the east leg of the intersection of 72<sup>nd</sup> Street and Josephine Street in an amount not to exceed \$7,893.53.

**FISCAL IMPACT**

The FY25/FY26 Biennial Budget provides funding for the proposed repairs.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On 11/1/2024, Sadler Electric installed new signal detection loops below the panel repairs within the east leg of the intersection of 72<sup>nd</sup> Street and Josephine Street as part of the East La Vista project. The inductance loops were impacted by the project and therefore needed to be replaced. While Sadler was out working on this project, they also repaired electrical conduit and wiring run damaged by NL&L Concrete and repaired another damaged conduit and wiring run caused by a fiber contractor bore. Public Works will be seeking reimbursement for both damaged segments of the signal conduit and wiring not caused by the project. The breakdown of expenses are as follows:

Work caused by the East La Vista Project:	\$2,634.58
Work caused by NL&L damage:	\$3,688.05
Work caused by Fiber contractor bore damage:	\$1,570.90
Total Work	\$7,893.53

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO SADDLER ELECTRIC, OMAHA, NEBRASKA FOR TRAFFIC SIGNAL REPAIRS IN AN AMOUNT NOT TO EXCEED \$7,893.53.

WHEREAS, the City Council of the City of La Vista has determined that traffic signal repairs are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the repairs; 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 authorize payment to Saddler Electric, Omaha, Nebraska for traffic signal repairs at the intersection of 72<sup>nd</sup> Street and Josephine Street in an amount not to exceed \$7,893.53.

PASSED AND APPROVED THIS 7TH DAY OF JANAUARY 2025.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk



# Invoice

Date	Invoice #
12/6/2024	6615
Due Upon Receipt	

<b>Bill To:</b>
City of LaVista 8116 Parkview Blvd LaVista, NE 68127

Project
24-0211 - Loop Repair

Description	QTY	Rate	Amount
Loop Repair -- 6'x6' precast City of Omaha STD Loops and 6'x6' loops w/ 4 turns of wire -- - Mobilization - Installation of Materials - Terminations and Testing of detector cable at the Signal Controller (Composite hourly rate of \$75.26 for Foreman, Journeyman, Laborers, trucks and equipment to perform the work)	1	2,166.05	2,166.05
Material Cost - 3/4" SCH 40 Conduit, elbows, couplings, and LB's under PCC and in rock subbase - IMSA 50-5 - 1/c #14awg detector cable within PVC conduit	1	468.53	468.53
NLL Damage Repair -- Damages to conduit and wiring on east side of intersection (72nd and Josephine) -- -Installation of Materials - Termination of wiring and testing/verification at the Signal Controller (Composite hourly rate of \$75.26 for Foreman, Journeyman, Laborers, trucks and equipment to perform the work)	1	2,099.06	2,099.06
Material Cost - 2" SCH 40 PVC conduit, elbows, and couplings - Wiring Replacements of 7/c, 3/c, 2/c #14 lead in cable, #10 THHN, and #6 ground - Load Switch replacement - Flasher Switch replacement	1	1,588.99	1,588.99



# Invoice

Date	Invoice #
12/6/2024	6615
Due Upon Receipt	

<b>Bill To:</b>
City of LaVista 8116 Parkview Blvd LaVista, NE 68127

Project		
24-0211 - Loop Repair		

Description	QTY	Rate	Amount
SEC Fiber Damage Repair -- Conduit and Troubleshooting of Issues on the SEC of intersection (72nd and Josephine) -- - Excavation and Conduit Identification for the temp solution for day of damage: including install of temp pvc, barricading, and terminations - Remove and Reinstall cabling after conduit repairs - Installation of Materials - Terminations and Testing/Verifications of Signal (Composite hourly rate of \$75.26 for Foreman, Journeyman, Laborers, trucks and equipment to perform the work)	1	1,498.47	1,498.47
Material Cost - 2" SCH 40 PVC conduit, elbows and couplings		72.43	72.43
<p>OK TO PAY</p> <p>PMD 12/23/24</p> <p>05-31-0917-000-SEUR/3001</p>			

Sadler Electric Inc. 5855 S. 77th St. Omaha, NE 68127  
402-331-3217 billing@sadlerelectricinc.com

**Balance Due \$7,893.53**

01/02/2025 04:14 PM

## ACCOUNTS PAYABLE CHECK REGISTER

Page: 1/3

User: RPOLLOCK

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
143880	12/19/2024	ALFRED BENESCH & COMPANY	15,291.75	N
143881	12/19/2024	BCDM ARCHITECTS	2,000.00	N
143882	12/19/2024	DLR GROUP	13,142.12	N
143883	12/19/2024	SOUTHERN ALUMINUM	18,071.00	N
143884	12/19/2024	THE STEPPE CENTER	750.00	N
143885	12/19/2024	TITLECORE NATIONAL, LLC	275.00	N
143886	12/19/2024	VERIZON WIRELESS	445.97	N
143887	12/19/2024	VIXEN CONSTRUCTION LLC	74,964.50	N
143888	12/19/2024	WELDON PARTS INC.	58.00	N
11(E)	12/31/2024	POINT C HEALTH	8,750.29	N
1262031(E)	12/31/2024	ACTIVE NETWORK LLC	105.68	N
1262032(E)	12/31/2024	AMERICAN HERITAGE LIFE INSURANCE CO	463.59	N
1262033(E)	12/31/2024	BOK FINANCIAL	2,088,450.00	N
1262034(E)	12/31/2024	CENTURY LINK/LUMEN	601.99	N
1262035(E)	12/31/2024	CENTURY LINK/LUMEN	105.62	N
1262036(E)	12/31/2024	COX COMMUNICATIONS, INC.	1,118.15	N
1262037(E)	12/31/2024	REBORN NATIONAL LIFE INSURANCE CO	1,550.00	N
1262038(E)	12/31/2024	GREATAMERICA FINANCIAL SERVICES	1,833.58	N
1262039(E)	12/31/2024	LINCOLN NATIONAL LIFE INS CO	7,254.25	N
1262040(E)	12/31/2024	MEDICA INSURANCE COMPANY	157,703.13	N
1262041(E)	12/31/2024	METROPOLITAN UTILITIES DISTRICT	5,289.71	N
1262042(E)	12/31/2024	MID-AMERICAN BENEFITS INC	10,855.68	N
1262043(E)	12/31/2024	OMAHA PUBLIC POWER DISTRICT	47,121.81	N
1262044(E)	12/31/2024	PITNEY BOWES-EFT POSTAGE	1,674.00	N
1262045(E)	12/31/2024	U.S. CELLULAR	1,167.89	N
1262046(E)	12/31/2024	ADP INC	444,019.04	N
1262047(E)	12/31/2024	COLONIAL LIFE & ACCIDENT INS CO	2,089.20	N
1262048(E)	12/31/2024	METLIFE	1,123.00	N
1262049(E)	12/31/2024	MISSIONSQUARE RETIREMENT	72,911.56	N
24(S)	01/07/2025	JOHNSTONE SUPPLY CO	0.00	N
143889	01/07/2025	1000 BULBS	1,428.25	N
143890	01/07/2025	AA WHEEL & TRUCK SUPPLY INC	5.88	N
143891	01/07/2025	ACTION BATTERIES UNLTD INC	58.07	N
143892	01/07/2025	ADP INC	1,008.28	N
143893	01/07/2025	AKRS EQUIPMENT SOLUTIONS, INC.	3,337.33	N
143894	01/07/2025	ALLEN, JASON	262.00	N
143895	01/07/2025	AMAZON CAPITAL SERVICES, INC.	1,983.67	N
143897	01/07/2025	ARNOLD MOTOR SUPPLY	1,291.65	N
143898	01/07/2025	AT&T MOBILITY LLC	98.48	N
143899	01/07/2025	AVERY RENTS	1,391.00	N
143900	01/07/2025	BADGER BODY & TRUCK EQUIP CO INC	185.00	N
143901	01/07/2025	BATTERIES PLUS BULBS #073	83.20	N
143902	01/07/2025	BGNE	559.32	N
143903	01/07/2025	BISHOP BUSINESS EQUIPMENT	57.43	N
143904	01/07/2025	BOOT BARN	1,819.23	N
143905	01/07/2025	BRITE IDEAS DECORATING	1,896.00	N
143906	01/07/2025	CINTAS CORPORATION NO. 2	190.76	N
143907	01/07/2025	CITY OF PAPIILLION	195.50	N
143908	01/07/2025	DATASHIELD CORPORATION	140.00	N
143909	01/07/2025	DULTMEIER SALES LLC	36.70	N
143910	01/07/2025	EDGEWEAR SCREEN PRINTING	550.75	N
143911	01/07/2025	EJS SUPPLY	6,929.01	N
143912	01/07/2025	FAC PRINT & PROMO COMPANY	144.00	N
143913	01/07/2025	FIKES COMMERCIAL HYGIENE LLC	33.00	N
143914	01/07/2025	FIRST RESPONDER OUTFITTERS, INC	3,165.30	N
143915	01/07/2025	FITZGERALD SCHORR BARMETTLER	27,494.84	N
143916	01/07/2025	FNIC	6,725.75	N
143917	01/07/2025	FRIEDRICH, JACKSON	262.00	N
143918	01/07/2025	GENERAL FIRE & SAFETY EQUIP CO	588.75	N
143919	01/07/2025	GRAINGER	23.59	N

User: RPOLLOCK

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
143920	01/07/2025	GREGG YOUNG CHEVROLET INC	822.75	N
143921	01/07/2025	GREGOR, RONALD	2,025.00	N
143922	01/07/2025	HOME DEPOT CREDIT SERVICES	19.01	N
143923	01/07/2025	HONEYMAN RENT-ALL #1	53.96	N
143924	01/07/2025	INGRAM LIBRARY SERVICES LLC	380.91	N
143925	01/07/2025	J & J SMALL ENGINE SERVICE	856.55	N
143926	01/07/2025	JOHANNSEN, AARON	262.00	N
143927	01/07/2025	KELLER, RON	525.00	N
143928	01/07/2025	LABRIE, DONALD P	375.00	N
143929	01/07/2025	LOWE'S CREDIT SERVICES	510.15	N
143930	01/07/2025	MCNEIL, JOSHUA	720.00	N
143931	01/07/2025	MENARDS-RALSTON	1,457.47	N
143932	01/07/2025	METRO AREA TRANSIT	878.00	N
143933	01/07/2025	MICHAEL TODD AND COMPANY INC	718.10	N
143934	01/07/2025	MIDWEST PLASTICS INCORPORATED	71.38	N
143935	01/07/2025	MIDWEST TURF & IRRIGATION	187.99	N
143936	01/07/2025	JRPHY TRACTOR & EQUIPMENT CO INC	78.73	N
143937	01/07/2025	NEBRASKA ARBORISTS ASSOCIATION	75.00	N
143938	01/07/2025	NEBRASKA STATE FIRE MARSHAL	120.00	N
143939	01/07/2025	O'REILLY AUTO PARTS	510.00	N
143940	01/07/2025	OFFICE DEPOT INC	214.86	N
143941	01/07/2025	OMAHA WORLD-HERALD	188.79	N
143942	01/07/2025	PAPILLION SANITATION	3,926.67	N
143943	01/07/2025	PER MAR SECURITY SERVICES	210.49	N
143944	01/07/2025	PERINA, DANIEL	400.00	N
143945	01/07/2025	PITNEY BOWES GLOBAL FIN SVCS	248.97	N
143946	01/07/2025	POMP'S TIRE SERVICE, INC	3,098.40	N
143947	01/07/2025	PRINTCO GRAPHICS INC	1,963.21	N
143948	01/07/2025	RED EQUIPMENT LLC	11,221.34	N
143949	01/07/2025	SCHIMBERG COMPANY	2.01	N
143950	01/07/2025	SIGN IT	35.00	N
143951	01/07/2025	SORENSEN SOD	2,428.90	N
143952	01/07/2025	SPORTS FACILITY MAINTENANCE, LLC	4,096.00	N
143953	01/07/2025	STEVEN M. RATHMAN	320.00	N
143954	01/07/2025	SUNSET LAW ENFORCEMENT LLC	4,024.50	N
143955	01/07/2025	TED'S MOWER SALES & SERVICE INC	126.72	N
143956	01/07/2025	TY'S OUTDOOR POWER & SERVICE	766.00	N
143957	01/07/2025	UNITED PARCEL SERVICE	13.98	N
143958	01/07/2025	UNMC	732.00	N
143959	01/07/2025	JSI EDUCATION & GOVERNMENT SALES	89.27	N
143960	01/07/2025	VAL VERDE ANIMAL HOSPITAL INC	196.20	N
143961	01/07/2025	VAN-WALL EQUIPMENT INC	135.57	N
143962	01/07/2025	VERMEER HIGH PLAINS	267.97	N
143963	01/07/2025	WELDON PARTS INC.	2,658.57	N
143964	01/07/2025	WESTLAKE HARDWARE INC NE-022	25.96	N
143965	01/07/2025	WM CORPORATE SERVICES	278.09	N
143966	01/07/2025	ACTION BATTERIES UNLTD INC	280.50	N
143967	01/07/2025	AMAZON CAPITAL SERVICES, INC.	92.64	N
143968	01/07/2025	ASCAP	445.00	N
143969	01/07/2025	BOOT BARN	331.48	N
143970	01/07/2025	CINTAS CORPORATION NO. 2	21.40	N
143971	01/07/2025	CITY OF PAPILLION	20,223.00	N
143972	01/07/2025	CULLIGAN OF OMAHA	13.00	N
143973	01/07/2025	HONEYMAN RENT-ALL #1	4,315.50	N
143974	01/07/2025	KIMBALL MIDWEST	345.86	N
143975	01/07/2025	MSC INDUSTRIAL SUPPLY CO	138.48	N
143976	01/07/2025	PARRIOTT, JACQUELINE	158.00	N
143977	01/07/2025	PRINTCO GRAPHICS INC	2,099.01	N
143978	01/07/2025	SESAC INC	610.00	N
1262050(A)	01/07/2025	ABM INDUSTRIES, INC	14,530.35	N

User: RPOLLOCK

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
1262051(A)	01/07/2025	CITY OF OMAHA	309,282.87	N
1262052(A)	01/07/2025	CITY OF PAPIILLION - MFO	246,596.00	N
1262053(A)	01/07/2025	FRATERNAL ORDER OF POLICE	4,430.00	N
1262054(A)	01/07/2025	POLICE & FIREMEN'S INSURANCE	575.64	N
1262055(A)	01/07/2025	SHI INTERNATIONAL CORP.	55,659.67	N
1262056(A)	01/07/2025	UNION BANK & TRUST	100.00	N
1262057(E)	01/07/2025	ACTIVE NETWORK LLC	1.31	N
1262058(E)	01/07/2025	CENTURY LINK/LUMEN	323.27	N
1262059(E)	01/07/2025	COX COMMUNICATIONS, INC.	897.03	N
1262060(E)	01/07/2025	RBORN NATIONAL LIFE INSURANCE CO	7,716.71	N
1262061(E)	01/07/2025	GREAT PLAINS COMMUNICATION	1,085.24	N
1262062(E)	01/07/2025	HY-VEE INC	53.93	N
TOTAL:			3,759,773.61	

APPROVED BY COUNCIL MEMBERS ON: 01/07/2025

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COUNCIL MEMBER

**LA VISTA CITIZEN ADVISORY REVIEW COMMITTEE**

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To: Mayor and City Council

Dt: December 12, 2024

Fr: City Advisory Review Committee

Re: Economic Development Program Review

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The Citizen Advisory Review committee is required to report to the Mayor and City Council at least once every six months regarding the Economic Development Program. The following is provided for the Committee's information and generally covers activity for FY24 (the period from October 1, 2023 to September 30, 2024).

The Economic Development Program has received and approved four applications for assistance to date. The first application was from John Q. Hammons to construct a full service Embassy Suites Hotel and conference center facility. This project was closed out in 2018.

The second application was for a \$3 million grant to City Ventures to help with the construction of a state-of-the-art music venue in City Centre, located in the redevelopment area along 84<sup>th</sup> Street. This application was approved in February of 2020. In May of 2021 City Ventures submitted a supplement to their original application asking for an additional \$2.5 million for the music venue project in the form of a loan that will be paid back with interest. This supplement was also approved, resulting in a total of \$5.5 million in grants/loans for the project. The entire \$5.5 million has been distributed to City Ventures. They are currently paying interest on the loan. The music venue is completed and operational.

In October of 2021 an application from the Omaha Multi-Sport Complex, Inc. for a \$3 million grant for the development, construction and operation of Phase 1 of a premier multisport complex comprised of twelve synthetic multisport playing fields and related amenities was approved. This facility is currently operational and the grant funds have been distributed.

1. The City's assessed valuation for FY24 was \$2,284,893,092, and the new assessed valuation for FY25 is \$2,404,341,954. This is an increase of 5.22%. From FY2018 through FY2021, the growth in the City's valuation averaged approximately 5.6% annually. In FY22 and FY23 we saw unusually large increases in valuation which were attributed in part to extreme increases in the personal property tax portion of the valuation. It was determined these increases had to do with large companies in the City that qualify for state incentives purchasing equipment and the timing of their refund requests to the State. The valuation for FY24 saw a leveling off of these personal property tax increases resulting in a smaller overall increase. The average growth over the last eight years is 6.9%.

FY2018 Valuation - \$1,496,821,908 (up 6.11%)  
 FY2019 Valuation - \$1,542,141,658 (up 3.02%)  
 FY2020 Valuation - \$1,651,417,826 (up 7.08%)  
 FY2021 Valuation - \$1,755,107,309 (up 6.27%)  
 FY2022 Valuation - \$1,998,058,005 (up 13.8%)  
 FY2023 Valuation - \$2,220,556,943 (up 11.14%)  
 FY2024 Valuation - \$2,284,893,092 (up 2.89%)  
 FY2025 Valuation - \$2,404,341,954 (up 5.22%)

2. Earned sales and use tax revenue has traditionally increased from year to year, however it was down slightly in FY19 and again in FY20 due to the pandemic. FY21 showed a rebound in sales and use tax revenue and FY22 sales tax numbers remained strong. A reminder that we look at what the City has "earned" in sales tax prior to any state incentive refunds being deducted in order to determine what businesses are actually generating. The City has built a sales and use tax reserve for potential future rebates.

FY2019 Sales and Use Tax - \$9,509,936 (actually received + \$500,000 rebate to SON; earned total down 4.2% over FY18)

FY2020 Sales and Use Tax - \$8,220,233 (actually received + \$1.3 million rebate to SON); earned total down 5.1% over FY19) Pandemic Year

FY2021 Sales and Use Tax - \$10,062,860 (actually received + \$1.35 million in rebates to SON); earned total up 19.8% over FY20)

FY2022 Sales and Use Tax - \$10,705,035 (actually received + \$1.78 million in rebates to SON; earned total up 9.39% over FY21)

FY2023 Sales and Use Tax - \$11,380,214 (actually received + \$1.93 million in rebates to SON; earned total up 6.63% over FY22)

FY2024 Sales and Use Tax - \$12,064,461 (actually received + \$1.16 million in rebates to SON; earned total up just under 1% over FY23, however received total was up 6.01% due to smaller rebate amount in FY24)

3. Building permit valuations are reported in calendar year, not fiscal year. The past several years have remained fairly consistent. 2020 was the highest year we have seen since 2007.

2017 - \$43,036,890

2018 - \$45,980,935

2019 - \$36,332,465

2020 - \$64,354,002

2021 - \$48,919,416

2022 - \$55,881,441

2023 - \$36,276,973

2024 - \$45,913,037 (Through October)

Total building permit valuations since 1997 are over \$1.4 billion

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ACTIVE MOBILITY PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSOCIATE CITY PLANNER

**SYNOPSIS**

A resolution has been prepared to adopt the La Vista Active Mobility Plan.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

With the help of a Heartland 2050 Mini-Grant from the Metropolitan Area Planning Agency (MAPA), staff worked with Benesch throughout 2024 to complete a comprehensive Active Mobility Plan for La Vista. This plan will guide the planning and construction of future sidewalks, trails, on-street bike facilities, pedestrian amenities, and policies to help La Vista improve safety and create additional opportunities for residents and visitors for recreation, access to employment and services, and economic development generation.

This plan was informed by public outreach and stakeholder input and proposes a phased approach to implementation based upon funding availability and community priorities. This plan and the supplemental documentation provided to the City will greatly assist staff in preparing competitive grant applications to finance future infrastructure projects related to active mobility.

A joint workshop of the Park and Recreation Advisory Board and the Planning Commission was held on December 5, 2024 to review the Active Mobility Plan. At their December 18, 2024 meeting, the Park and Recreation Advisory Board voted to recommend approval of the plan to City Council. The Planning Commission voted on December 5, 2024 to recommend approval to City Council of the Comprehensive Plan Amendments to incorporate the Active Mobility Plan. Attached to this staff report is a letter of support from the Metropolitan Area Planning Agency (MAPA) for the Adoption of the La Vista Active Mobility Plan, and a copy of the La Vista Active Mobility Plan.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ADOPT THE LA VISTA ACTIVE MOBILITY PLAN.

WHEREAS, the City of La Vista is committed to improving the quality of life for its residents by fostering a safe and healthy community; and

WHEREAS, the La Vista Active Mobility Plan has been developed in collaboration with community stakeholders, residents, partnering local agencies, and transportation experts to outline a comprehensive strategy for enhancing active transportation infrastructure and accessibility within the City; and

WHEREAS, on December 18, 2025 the Park and Recreation Advisory Board reviewed the La Vista Active Mobility Plan and voted to recommend approval and adoption to the City Council; and

WHEREAS, on December 5, 2025 the Planning Commission held a public hearing on the La Vista Active Mobility Plan and recommended adoption of the plan and incorporation of the plan into the Comprehensive Development Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby adopt the La Vista Active Mobility Plan.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk

December 11, 2025

La Vista City Council  
8116 Park View Boulevard  
La Vista, NE 68128

RE: The La Vista Active Mobility Plan

Dear members of the council,

The La Vista Active Mobility Plan (AMP) is a forward-thinking initiative designed to enhance transportation options and the overall quality of life for residents and visitors throughout the city. This plan is an important step toward creating a more inclusive, sustainable, and connected La Vista, and we believe it will serve as a model for other cities in the region looking to improve their active transportation infrastructure.

Following the plan will ensure that all members of the community—whether they walk, bike, roll, or use electric-assisted devices— have safe, accessible, and efficient routes to reach work, recreation, shopping, and other key destinations. The focus on placemaking within the plan is an exciting aspect that will not only improve mobility but also enhance the aesthetic appeal of La Vista. Incorporating features like scenic overlooks, walking bridges, and other visually engaging elements will create inviting spaces that encourage residents and visitors to enjoy and connect with the city in new ways.

The AMP's phased approach, starting with quickly implementable projects, demonstrates a clear path forward for the future of active transportation in La Vista. It is evident that this plan has been thoughtfully developed, with consideration for both immediate needs and long-term goals, and is well-positioned to strengthen La Vista's health, well-being, and sustainability.

MAPA fully supports the La Vista Active Mobility Plan and the vision it represents for a more connected, vibrant, and inclusive city. I encourage local leaders and stakeholders to continue this important work, and I look forward to seeing the positive impact this plan will have on La Vista in the years to come.

Sincerely,



Michael Helgerson, Executive Director





# Active Mobility Plan



January 2025

# Acknowledgments

## City Council

### **Mayor:**

Doug Kindig

### **Ward I Council Members:**

Kim Thomas (President)

Terrilyn Quick

### **Ward II Council Members:**

Ron Sheehan

Kelly Sell

### **Ward III Council Members:**

Alan W. Ronan

Deb Hale

### **Ward IV Council Members:**

Jim Frederick

Kevin Wetuski

## Planning Commission

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Josh Frey (Vice Chair)

Patrick Coghlan (Secretary)

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John Gahan

Michael Krzywicki

Debora Dogba

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Court Barber, Transportation Planner & Local Projects Coordinator (MAPA)

Lindsey Button, Transportation Planner (MAPA)

Bruce Fountain, Community Development Director (LaVista)

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# Introduction

## Plan Overview

The La Vista Active Mobility Plan is designed to be inclusive and comprehensive, improving active transportation options for all users throughout the city. It focuses on connecting residents and visitors to destinations for work, living, recreation, and shopping via non-motorized modes such as walking, biking, rolling, and electric-assisted technologies like e-bikes and scooters. The plan, informed by public outreach and stakeholder input, prioritizes community health and well-being while also emphasizing accessibility and sustainability.

Through a collaborative process, the plan outlines a phased approach, with a short-term focus on quickly implementable projects, a near-term vision for achieving a cohesive network, and a long-term, aspirational framework for fully developing La Vista’s active mobility system. It also highlights the importance of placemaking—enhancing the city’s appeal with visually engaging features like scenic overlooks and walking bridges—while providing funding options and strategies for implementing larger projects and closing key gaps in connectivity.



# Introduction

## What is Active Mobility?

Any method of non-motorized, human-powered, or electric-assisted transportation.

Getting around by walking, running, jogging, rolling, biking, skating, scootering, wheeling, or any other method without a motor vehicle!

Active Mobility can be used for: Fitness, Recreation, Health, Work, School, or Errands.

## Study Purpose

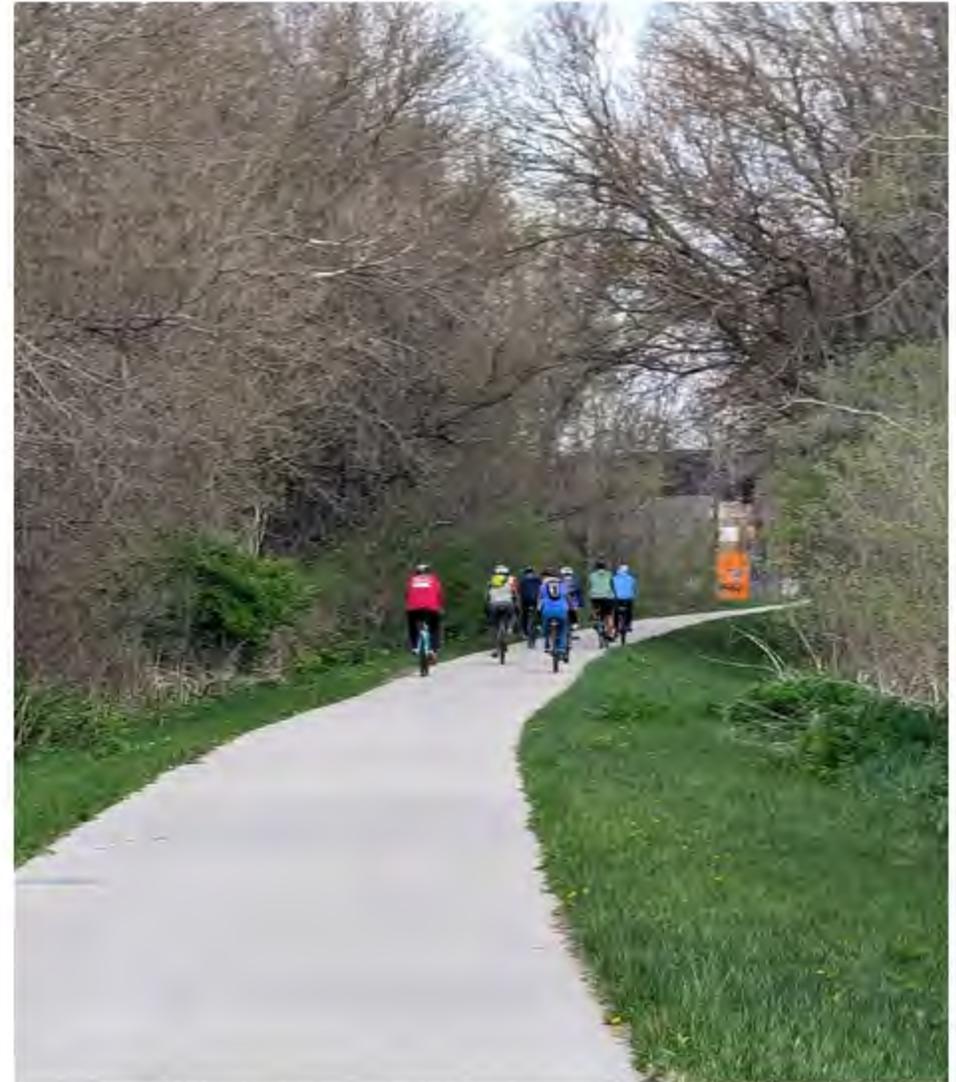
The purpose of this study is to improve access and mobility for all users within and throughout La Vista.

## Desired Study Outcomes

Identify one or more key east-west routes internal to La Vista to connect key destinations such as Southport, City Centre, and the La Vista Sports Complex.

Identify several projects that are “easy wins” or projects for “quick implementation” to solve key connectivity issues in high-need areas.

Develop a list of projects that can be further evaluated and developed for the Capital Improvement Program (CIP) to build out a robust, long-term mobility network.



# Introduction

## Process

The development of the **La Vista Active Mobility Plan** followed a structured process designed to ensure a comprehensive and inclusive approach, engaging both the public and key stakeholders throughout. The first step involved gathering existing data from various sources, including local and regional transportation studies, trail maps, and the city's previous mobility efforts. This foundational research allowed the planning team to understand current conditions, identify gaps in infrastructure, and assess opportunities for improvement. Existing documentation from neighboring cities and regional agencies, such as Omaha and Papillion, was also reviewed to ensure that La Vista's efforts would align with larger regional mobility goals.

With a solid base of research in place, **public engagement** became a crucial next step. An online survey provided residents with an opportunity to voice their opinions on current mobility challenges and future needs. This outreach effort was instrumental in collecting feedback from the community on specific areas where improvements were needed, such as sidewalk gaps, bike lanes, and trail connectivity. Simultaneously, **in-person stakeholder meetings** were held with local businesses, advocacy groups, and neighboring municipalities to ensure that a wide range of perspectives and expertise were incorporated into the planning process. The **Technical Advisory Committee (TAC)**, made up of city officials, planners, and engineers, played a key role in reviewing these inputs and providing technical guidance.

Based on the data and feedback collected, a series of draft proposals were developed, outlining potential projects for improving active mobility in La Vista. These proposals were then presented to the Technical Advisory Committee for further refinement, where the team discussed the feasibility of each project and assigned phases based on priority and impact—**short-term, near-term, and long-term projects** were identified. Following these internal reviews, the draft proposals were presented to the public through an **open house** and an **online forum**, ensuring that residents could weigh in on the final recommendations.

**Ten projects**, selected by the Technical Advisory Committee, were advanced to a planning level conceptual design, including cost estimates. The draft report was presented to the Planning Commission and City Council for review and feedback.

Finally, the plan was adjusted based on input from these governing bodies, and a final report was prepared for adoption as an official amendment to the **La Vista Comprehensive Plan**. This process ensured that the La Vista Active Mobility Plan was not only grounded in solid data but also responsive to the needs and desires of the community, setting the stage for a more connected and accessible city in the future.



# Ultimate Network

Click to see a full version of the Ultimate Network Plan

See page 52 for a description of each numbered proposal shown on this map

## LEGEND

-  Existing Trail/Bike Route
-  Planned Trail (by others)
-  Proposed Trail/Shared Use
-  Proposed Trail (by others)
-  Proposed On-Street Bike Route
-  Wayfinding
-  Heartland Bikeshare
-  Safety Improvements
-  Sidewalk / Streetscape
-  Proposed Bridge

\*Not all trails and bike routes are shown\*

S 156<sup>TH</sup> STREET

S 144<sup>TH</sup> STREET

S 132<sup>ND</sup> STREET

S 108<sup>TH</sup> STREET

TIMBER CREEK TRAIL

WEST RAPID TRAIL

PROCKHAVEN TRAIL

CHALCO HILLS TRAIL

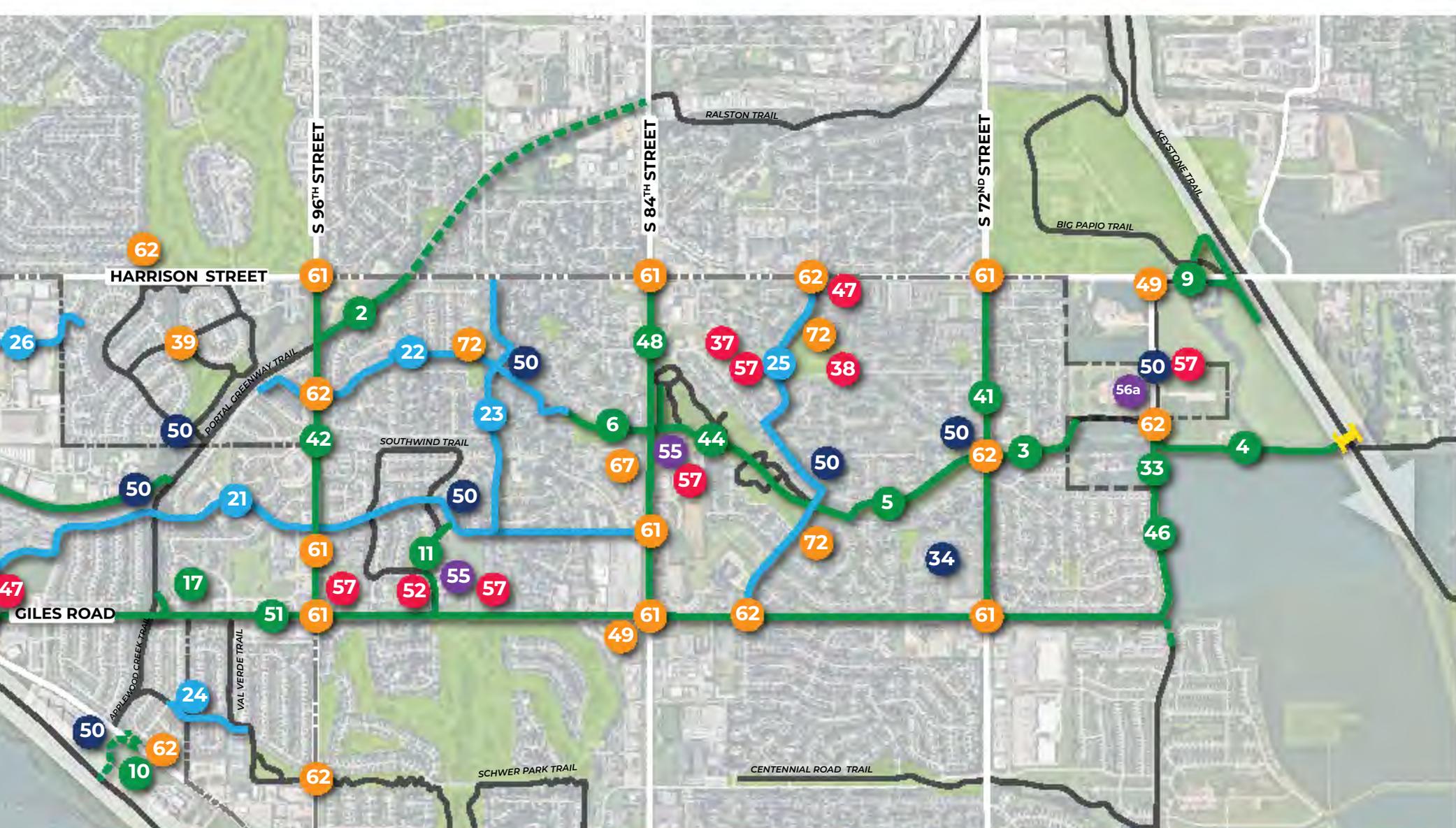
PRAIRIE QUEEN LAKE TRAIL

PORTAL LAKE TRAIL

S 132<sup>ND</sup> STREET

S 120<sup>TH</sup> STREET

14<sup>TH</sup> STREET



**Trail / Shared Use Paths**



**Sidewalk / Streetscape**



**Safety Improvements**



**Wayfinding**



**On Street**



# Community Engagement

The development of the Active Mobility Plan (AMP) involved extensive public input to ensure it aligned with community needs and preferences. Initial stakeholder meetings were held in early April 2024, followed by a several-week period for stakeholders to provide feedback on local mobility issues. In April, a public survey was launched, which ran until the first week of June. The survey was advertised through yard signs displaying a QR code that were strategically placed at parks, trailheads, and other active mobility hubs around the city. Additionally, table tents with the QR code were placed at local businesses, dining establishments, and popular gathering spots to increase accessibility.

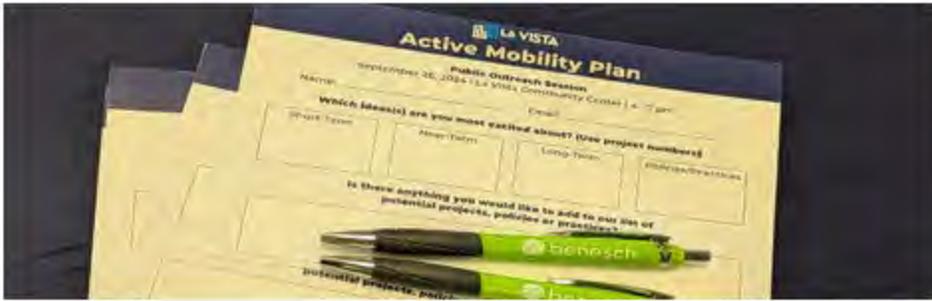
City staff attended multiple public events to gather direct input. At “Yappy Hour” on April 24 in City Centre, residents enjoyed a car-free street experience, bringing their dogs and engaging with City staff on mobility ideas and concerns. During La Vista Days, the city hosted a booth with a large map where residents marked areas needing improvement. Feedback from the Mayor’s Youth Leadership Council was sought, providing younger residents, especially high school students, a voice in shaping the plan.

After drafting initial proposals over the summer, a public open house was held in late September, along with an online feedback session running through October, to gauge enthusiasm for different projects and gather final suggestions. Insights from the survey and these early public engagements highlighted popular destinations, identified barriers to mobility, and noted features residents valued most. Stakeholder input guided proposal development, while feedback from the open house and online sessions informed project phasing and prioritized initiatives based on community excitement and support.

**See the proposals beginning on page 52. Look for the thumbs up to see which proposals citizens were most excited about!**



# Public Input Opportunities

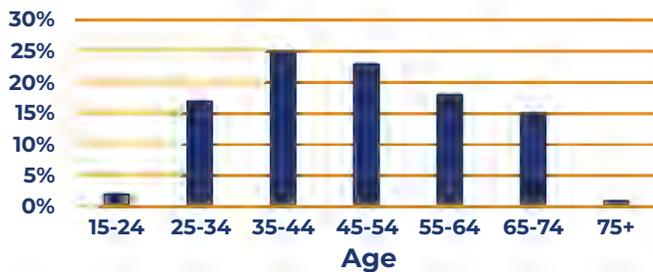


# Public Survey

We heard from nearly **200** respondents during the online survey!

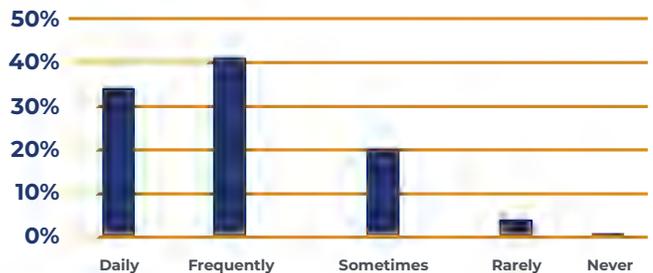
**90%** of respondents use active mobility for recreation, health, fitness, school, work, or errands

What age are our active mobility users?



People from all age groups told us they use active mobility.

How often do you use human-powered active mobility



**75%** of respondents use active mobility frequently (3 days a week or more).

“Have you encountered any limitations using active mobility?”

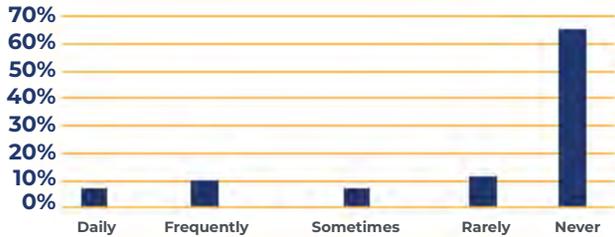
- 46%** Can't easily access trails, sidewalks, or other active mobility routes
- 42%** Difficulty navigating the system (lack of wayfinding, lack of connections)
- 25%** Lack of 'end of trip' facilities (showers, lockers, bike racks, parking)
- 22%** Poor physical condition of trails, sidewalks, or other active mobility routes
- 20%** I do not feel safe using trails / sidewalks or other active mobility methods
- 17%** It takes too long to get to my destination

# Public Survey

**17%**

of respondents use electric-assisted active mobility frequently (3 days a week or more).

Do you use electric-assist active mobility?



“What is one priority within La Vista that could be improved to make active mobility easier or safer?”



# Public Survey Summary

Based on the feedback, the public's top priorities for active mobility improvements in La Vista were identified as:

## 1. Safer Pedestrian Crossings:

There is a strong support for better and more visible crosswalks, pedestrian bridges, and tunnels, especially on major roads like 84th, Giles, and Harrison. People want safer ways to cross busy streets, particularly near schools, parks, and city centers.



## 2. Expanded and Improved Bike Lanes/Trails:

Many responses mention the need for separated bike lanes and extended trail systems that connect to adjacent cities and popular destinations, like the Papio and Keystone Trails. People want dedicated paths that reduce interactions with vehicle traffic.



## 3. Sidewalks and Connections:

The public is concerned about gaps in the sidewalk network, particularly along busy streets, like 66th and 84th. There's a desire for sidewalks that are wider and continuous, connecting neighborhoods, parks, and commercial areas more effectively.



## 4. Traffic Control and Safety Measures:

Speeding and a lack of awareness by drivers were highlighted as major concerns. The community wants traffic calming measures, better signage, and enforcement to make streets safer for cyclists and pedestrians.



# Stakeholder Meetings - Who Was Involved?

Stakeholders were initially categorized into one of four groups: **Partners** (neighboring cities, regional agencies), **Promoters** (community groups, tourism, event planners, health professionals), **People** (stakeholders that represent other people, including business owners and schools), and **Pathways** (stakeholders interested in the physical infrastructure to get from place to place).

In a two phase meeting format, stakeholders were invited to share stories and discuss topics relevant to their primary group, and then to explore other groups to learn about their issues. Groups reported their findings to the everyone at the end of the meetings.



## Partners:

City of Papillion  
City of Ralston  
City of Gretna  
City of Bellevue  
Omaha Parks & Recreation  
Omaha Planning Department  
Omaha Public Works/Mobility  
Heartland Bike Share  
Nebraska Trails Foundation  
OPPD  
MUD  
NDOT  
MAPA

## People:

Food Truck Owners  
Southport Businesses / Hotels  
Metro Community College  
Papillion La Vista Comm Schools  
Millard Public Schools  
Kiewit / Weitz / Streck  
La Vista Police & Papillion Fire  
AOI Construct / Furnish  
CHI Health Clinic La Vista  
Greenstreet Cycles  
Trek Stores  
Pint Nine / Kros Strain  
Faith Leaders  
Oriental Trading Company  
Rotellas Bakery  
Nine Zero Properties (Astro)  
Kayaking the Papio  
La Vista / Ralston Bus Service

## Promoters:

Elected/Appointed Officials  
La Vista Multi-Sports Complex  
Bike Walk Nebraska  
Exit 442  
Pint-A-Gon Ride  
Sarpy County Tourism  
Sarpy County Chamber  
Sarpy/Cass Health Department  
Sarpy County Sheriff's Office  
METRO Transit  
Nebraska Brewing Company  
Lucky Bucket  
Mayors Youth Council  
Technical Advisory Committee

## Pathways:

Papio NRD  
Bellevue Bike Club  
Heartland Cyclists  
Omaha Run Club  
THOR - Trails Have Our Respect  
IMBA - International Mountain Bike Association  
Bike Commuters  
Local Cyclists and Cycling Teams  
(Team Angry, BUFF Riders, Spokin Out Loud)  
Medical Mobility Users

# Stakeholder Meetings

## Key themes and Patterns:

### 1. Connectivity:

- **Trails:** Several groups highlighted the need for improved connections between trails, including the West Papio Trail, Ralston Trail, Keystone Trail, and others. The idea of linking major destinations like the Southport area, City Centre, Nebraska Multi-Sport Complex, and schools was a common focus.
- **Neighborhood Links:** There's a strong desire to better connect neighborhoods with major attractions and trails. This includes gaps in sidewalk connectivity and challenges in crossing major roads like 84th and Giles.
- **Wayfinding and Signage:** Many participants emphasized the need for better signage for trail routes, directions, emergency response, and educational purposes.

### 2. Safety Concerns:

- **Crosswalks and Sidewalks:** Stakeholders consistently mentioned inadequate crosswalks, narrow or damaged sidewalks, and the need for safer pedestrian and cyclist infrastructure, particularly on 84th and Giles Roads.
- **Cyclist Safety:** The desire for safer crossings, traffic calming measures, and better cyclist-driver education (e.g., sharing the road, hand signals) was noted. There was also interest in protected bike lanes and increased signage for both cyclists and drivers.

### 3. Infrastructure Improvements:

- **Bike and Pedestrian Amenities:** Suggestions included installing more bike racks, fix-it stations, water stations, and restrooms along trails to improve functionality and encourage more active mobility.
- **Sidewalk and Trail Widening:** Some groups recommended widening sidewalks to 6 feet or more to better accommodate pedestrian and bike traffic.

### 4. Engagement and Education:

- **Resident and Business Engagement:** Stakeholders suggested involving local businesses more, potentially through surveys, and increasing education for users on cyclist safety and trail usage.
- **Programming:** There was an interest in better communication of upcoming construction projects and detours, along with regular community engagement events.

### 5. Environmental and Aesthetic Considerations

- **Trees and Shade:** Participants stressed the importance of planting trees along trails to provide shade, serve as windbreaks, and increase the usability of trails, especially for pedestrians.
- **ADA and Accessibility:** Accessibility for individuals with disabilities was highlighted, with suggestions to ensure trails and crossings are ADA-compliant, including installing power stations and providing wheelchair space along trails.

# Stakeholder Summary

## Stakeholders' Primary Goals and Objectives:

### 1. Enhancing Trail Connectivity:

Prioritize linking key destinations like Southport, City Centre, and CHI MultiSport Complex, along with ensuring smooth connections between trails (West Papio Trail, Ralston Trail, and Keystone Trail).



### 2. Improving Safety for All Users:

Address safety concerns through better crosswalks, cyclist education, protected lanes, and improved sidewalk infrastructure.



### 3. Increasing Amenities and Usability:

Encourage active mobility by adding bike racks, water stations, and other amenities along trails. Consider implementing wider sidewalks and continuous wayfinding to enhance the user experience.



### 4. Community Engagement and Education:

Foster ongoing communication with users and businesses to promote the use of active mobility infrastructure and educate drivers and cyclists on safety measures.



### 5. Addressing Environmental and Accessibility Needs:

Incorporate natural elements like trees for environmental benefits while ensuring that infrastructure is inclusive and accessible for all.



# Existing Conditions and Resources

In developing the La Vista Mobility Plan, a thorough review of numerous existing resources was conducted to guide and inform the planning process. Key documents included the **MAPA Bike/Ped Plan**, the **La Vista Comprehensive Plan**, the **Metro and Papillion Trails Maps**, and the **La Vista Mini Parks Plan**, among others. These resources provided valuable insights into the current state of active transportation infrastructure, land use, and community priorities. By evaluating each document, patterns such as key destinations, areas of high connectivity, and existing trail gaps were identified. These findings helped to clarify where improvements or extensions to trails could be most impactful, and where community needs, such as safe routes to schools or recreational access, were unmet.

The analysis of these plans focused on identifying trends in land use and population growth, evaluating access to existing trails and parks, and highlighting opportunities to enhance mobility for residents and visitors. The **land use maps**, for instance, revealed key destinations like parks and commercial areas that would benefit from improved pedestrian and bicycle access. In addition, the **trails maps** showed opportunities for connecting La Vista's network with neighboring cities to create a more cohesive regional system. By overlaying these patterns, the plan identified not only gaps in infrastructure but also strategic opportunities for new mobility projects, ensuring that La Vista's trail network supports both **local** and **regional goals** for active transportation.

**Note:** The documents and studies listed on the following pages are not the entire inclusive list of resources and data that was reviewed for this project.



# Resources Reviewed

## **City of La Vista Parks & Recreation Master Plan (2003)**

The Parks & Recreation Master Plan emphasizes enhancing recreational opportunities for all residents, including the development of new parks, trails, and community spaces. This plan aims to improve accessibility and connectivity among existing parks and the broader community, which aligns with goals for the Active Mobility Plan.

## **City of La Vista Mini Parks Plan (2011)**

The Mini Parks Plan identifies smaller, localized parks that serve neighborhoods, enhancing the overall accessibility of green spaces. The focus on these parks supports walking and biking activities, contributing to a more interconnected city where residents can easily access recreational areas.

## **City of La Vista Comprehensive Plan (2022)**

The Comprehensive Plan provides a framework for La Vista's vision and goals for the future. It highlights the importance of community engagement, sustainable development, and improving infrastructure to support walking, biking, and ADA access. This foundational vision underscores the city's commitment to fostering a livable and connected environment.

## **MAPA Regional Bicycle and Pedestrian Plan (2015)**

The MAPA Regional Bicycle and Pedestrian Plan, part of the Heartland Connections initiative, addressed cycling and pedestrian needs for the Omaha-Council Bluffs metropolitan area. This plan outlines a network of 28 identified corridors designed to improve local and regional connectivity, promoting safety, comfort, and accessibility for all users. It prioritizes creating a system of bikeways, walkways, and pedestrian-friendly streets, focusing on addressing the gaps in the east-west connections, especially in Douglas and Sarpy Counties. The plan builds upon local successes, such as the Papio Creek trail system, while tackling the challenges posed by limited pedestrian and bicycle infrastructure in certain areas.

## **City of La Vista Vision 84 Plan (2010) and Corridor 84 Streetscape Plan (2018)**

Building upon the Vision 84 plan, the Corridor 84 Streetscape Plan aims to revitalize 84th Street, between Giles and Harrison, historically known as the "Golden Mile," transforming it from a mere transportation route into a vibrant community hub. Key features of the plan include improved pedestrian amenities such as benches, landscaping, signage, wayfinding, and enhanced lighting. The streetscape project focuses on creating a distinct identity for La Vista, promoting social interaction, health, and well-being, and ensuring the corridor meets the needs of pedestrians and cyclists.

# Resources Reviewed

## **City of La Vista Americans with Disabilities Act Self Evaluation Facility Report (2022)**

The La Vista ADA Self-Evaluation Facility Report: Volume 2 focuses on parks and recreation facilities across the city, evaluating compliance with ADA accessibility standards. The report provides a detailed analysis of deficiencies and recommended improvements for each park, addressing issues like non-compliant parking, paths, playground surfaces, and shelter access. It offers specific, actionable suggestions for each facility, ensuring they meet the 2010 ADA Standards for Accessible Design. While the report encourages addressing all items over time, the recommendations will help guide the city in prioritizing park accessibility improvements to enhance inclusivity and safety for people with disabilities.

## **City of La Vista Land Use Plan (2022)**

The La Vista Land Use Plan provides a comprehensive framework for the city's future development, aligning land use with community goals and market realities. It highlights La Vista's rapid evolution from a small subdivision into a thriving city. The plan stresses the importance of maximizing the limited development opportunities within La Vista's boundaries through smart growth and responsible land use. Key takeaways from the plan include addressing housing challenges by promoting innovative development, enhancing commercial corridors, and preserving public spaces like parks and trails to ensure a high quality of life for residents.

## **Omaha Metropolitan Area Bicycle Map (Initially published 2017, updated online through 2024)**

Initially prepared between 2015 and 2017, this map identified multi-use trails (existing and proposed), the Bike Omaha system (marked on-street bike routes), bike lanes, and marked shared routes throughout the Omaha metro area. It also identified continuous low-volume streets, experienced rider streets, and roads with shoulders, where more experienced cyclists might choose to ride. The map also illustrated connected routes, or those within the community that have a shared identity across jurisdictions (like the Keystone Trail), as well as future bikeways and other streets for mobility. The map was aspirational at the time but has been kept up to date with changes over time. The plan serves as a helpful resource, offering guidance for communities and cyclists interested in existing and planned routes, helping them to understand and navigate both current networks and future expansions.

## **Trails Map from City of La Vista Comprehensive Plan (2018)**

The La Vista Comprehensive Plan includes a map illustrating the existing and proposed trails, as well as the trails from the MAPA Trails Plan as recommendations. These include trails, bike lanes, paved shoulders, and wayfinding for on-street routes. Specific recommendations include expansion of the Thompson Creek Greenway Trail system, extension of the Portal Greenway Trail and Applewood Creek Trail, as well as inclusion of a trail along Hell Creek, and recognition of the Sarpy North Corridor from the MAPA Regional Bicycle and Pedestrian Plan.

# Resources Reviewed

## Paths of Discovery – Omaha Metro Trails System (2023)

The City of Omaha Parks Department started producing the Paths of Discovery Trails Map in the 1990s, when the first few miles of the Keystone Trail first opened for use. Now, covering almost 30 miles, the Keystone Trail is truly the keystone of this effort that has been joined by the Papio-Missouri River NRD (now Papio NRD), MAPA, and area communities who contribute to the map, which is updated periodically. The latest version, from 2023, now includes valuable information about trail etiquette, trail events, contact information for trail advocates and maintenance, a listing of trails resources, and locations of trail mile markers placed by the Omaha Suburban Rotary Club along major routes.

## MAPA Neighborhood Expanded Access to Trails (NEAT) Study (2022)

The Neighborhood Expanded Access to Trails (NEAT) study conducted by MAPA evaluates and prioritizes trail connections to enhance access and mobility across the Omaha-Council Bluffs region. This study developed a two-part scoring system to prioritize proposed trail segments based on factors like constructibility, right-of-way availability, continuity, safety, and comfort. Positive attributes such as ADA accessibility, service to destinations like schools and parks, and potential for neighborhood development were also considered. Field tours and stakeholder engagement were integral in identifying eight priority trail segments, including two projects in La Vista: the Applewood Creek Connector and a connection from Chalco Hills to Prairie Queen Recreation Area. These projects aim to improve regional connectivity and support active mobility across communities.

## Papillion Area Trails Map (2024)

In 2024, the City of Papillion published an online Trail Network map, depicting trails, bike lanes, mountain bike trails, Heartland Bike Share stations, bike repair stations, restrooms, and on-street routes. As an adjacent community, this map provides valuable information for the City of La Vista on ways to connect within the greater community.

## City of La Vista Sidewalk Gaps Assessment (2024)

At the outset of the Active Mobility Plan, a thorough process was undertaken to identify sidewalk gaps and missing infrastructure within La Vista. Using data provided by MAPA, aerial imagery, and field visits, gaps in the pedestrian network were pinpointed and compiled into a detailed map. Special attention was given to larger commercial and industrial areas that were initially developed under county jurisdiction, prior to being annexed into La Vista or its two-mile zoning jurisdiction, which were not subject to sidewalk requirements. These areas were also mapped to ensure comprehensive documentation and to inform future recommendations for addressing these deficiencies.

**Click below to view  
the full Gaps Map**



# Biking and Foot Traffic Heat Map Analysis

## Biking and Foot Traffic Heat map Analysis

Online activity applications, such as Strava and RidewithGPS, have become valuable tools for tracking running, cycling, and other recreational activities. These platforms generate detailed heat maps, which visualize where users frequently travel, offering insights into popular routes and underused areas in **La Vista's sidewalk and trail system**.

By analyzing these patterns, we can **identify gaps** in the active mobility network, **prioritize new infrastructure** like bike lanes or pedestrian paths, and **improve connectivity**. Leveraging data from these apps can support a more informed, community-driven approach to expanding La Vista's active transportation system.

After analyzing the heat maps, several recommendations can be made including focusing on gaps between the suburban fringes of La Vista and the emerging urban core of the City, improving connectivity across major corridors like **Harrison, 96th Street, and 84th Street**, expansion of highly used corridors like **Thompson Creek Greenway** and **Applewood Creek Trail**, making it easier to enter the community and adjacent shopping areas from the **West Papio Trail** and **Keystone Trail**.

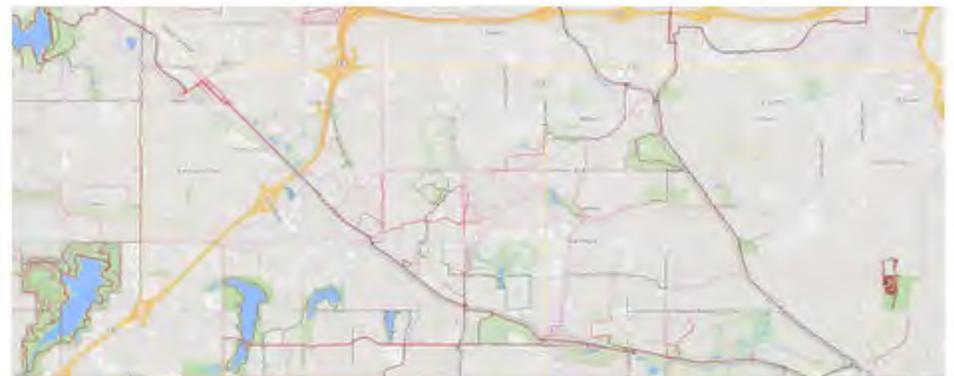
Strava Cycling Heat map



Strava Foot Traffic Heat map

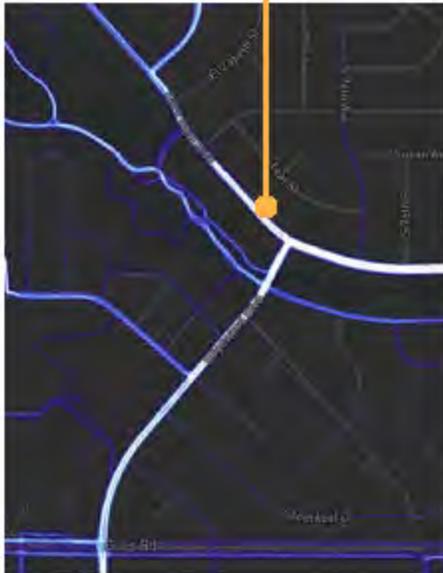


RidewithGPS Global Heat map



# Biking and Foot Traffic Heat Map Analysis

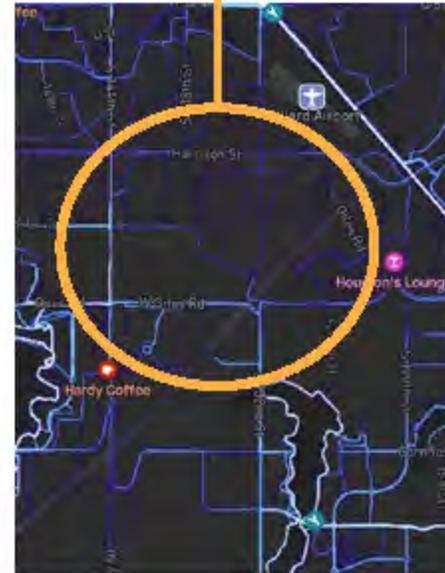
Identified **Edgewood Blvd** and **78th** as an existing cycle commuter route that could be improved and made safer.



Identified a pattern of runners and walkers using both sides of **Harrison Street**, implying a need for safer crossings.



Identified a lack of connections and usage of the **southwest portion of La Vista** and recreational opportunities due to a lack of connection to the West Papio Trail and through the **Southport** area and along **Giles Rd.**



Identified a lack of foot traffic crossing **84th** due to the lack of a safe crossing from **Central Park to Central Park West.**



There is a strong desire by cyclists to 'cutoff' the **Keystone to West Papio** route by traveling through La Vista by way of the **Ralston Trail** and local streets.

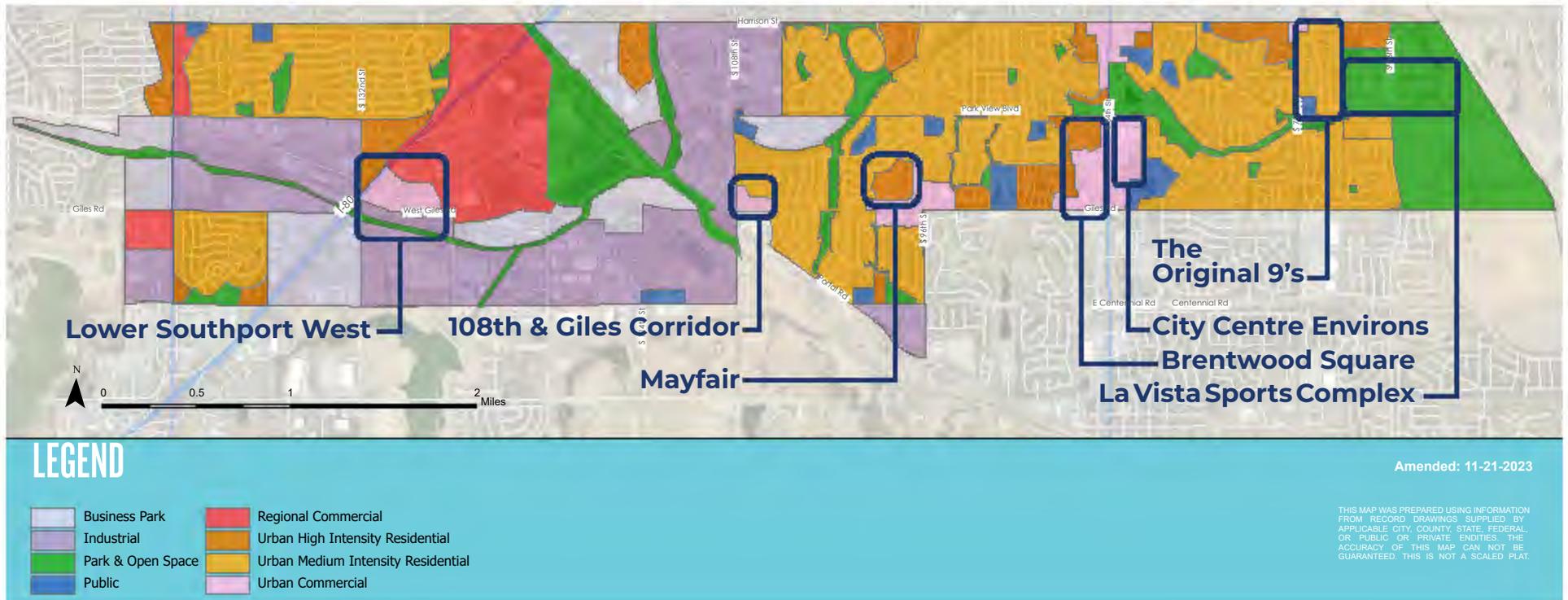


# Land Use Analysis

## Land Use

The **La Vista Land Use Plan** provides a comprehensive framework for the city's future development, aligning land use with community goals and market realities. It highlights La Vista's rapid evolution from a small subdivision into a thriving city. The plan stresses the importance of maximizing the limited development opportunities within La Vista's boundaries through smart growth and responsible land use. Key takeaways from the plan include addressing housing challenges by promoting innovative development, enhancing commercial corridors, and preserving public spaces like parks and trails to ensure a high quality of life for residents.

The plan identifies several key opportunity areas crucial to the city's growth, focusing on responsible development and maximizing land use. These areas include **Lower Southport West, Brentwood Square, Mayfair, the 108th & Giles corridor, The Original 9's, the La Vista Sports Complex, and the City Centre Environs**. Each area has been analyzed for its potential to support mixed-use, pedestrian-friendly environments, while ensuring balanced land use and integration of open spaces and trails. Key recommendations for these areas include promoting clear internal circulation, enhancing the pedestrian environment, and linking support services to foster economic vitality. The Plan encourages creating walkable environments, integrating recreational opportunities, and improving connectivity through trail systems and multimodal transportation.



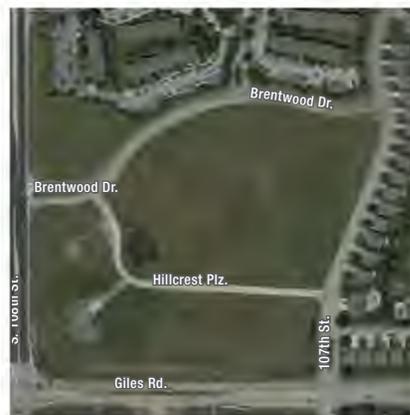
# Land Use Analysis



Lower Southport West Development



Brentwood Square Redevelopment



108th & Giles

## Pedestrian Circulation and Walkability:

In areas like **Lower Southport West** and **City Centre Environs**, the land use plan emphasizes enhancing the pedestrian environment by adding clear paths, improved crossings, and amenities like sidewalks that connect to nearby developments.

## Linking Support Services:

The plan encourages mixed-use developments that connect residential areas with commercial and recreational services. In areas like **Brentwood Square** and **Mayfair**, integrating trails, parks, and shared-use paths into the design can link these developments more effectively with surrounding amenities, promoting active transportation.

## Balanced Land Use and Open Space Integration:

**Lower Southport West** stands out for its emphasis on balancing commercial growth with open space and trails. The plan highlights the need for integrating stormwater management features and trails into new developments.

## Addressing Gaps in Pedestrian Infrastructure:

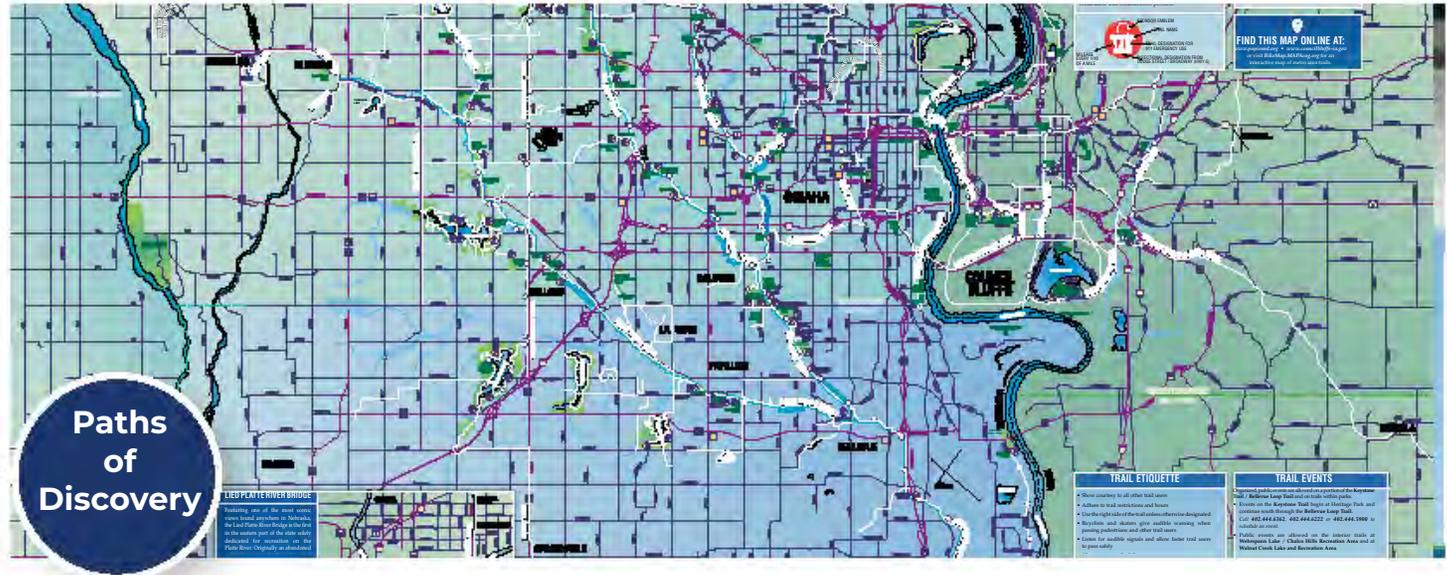
Some opportunity areas, like **Mayfair** and **108th & Giles**, lack sufficient pedestrian amenities. The land use plan recommends adding sidewalks, bike lanes, and other infrastructure to make these areas more accessible.

# Existing and Planned Trails

## Paths of Discovery Trails Map

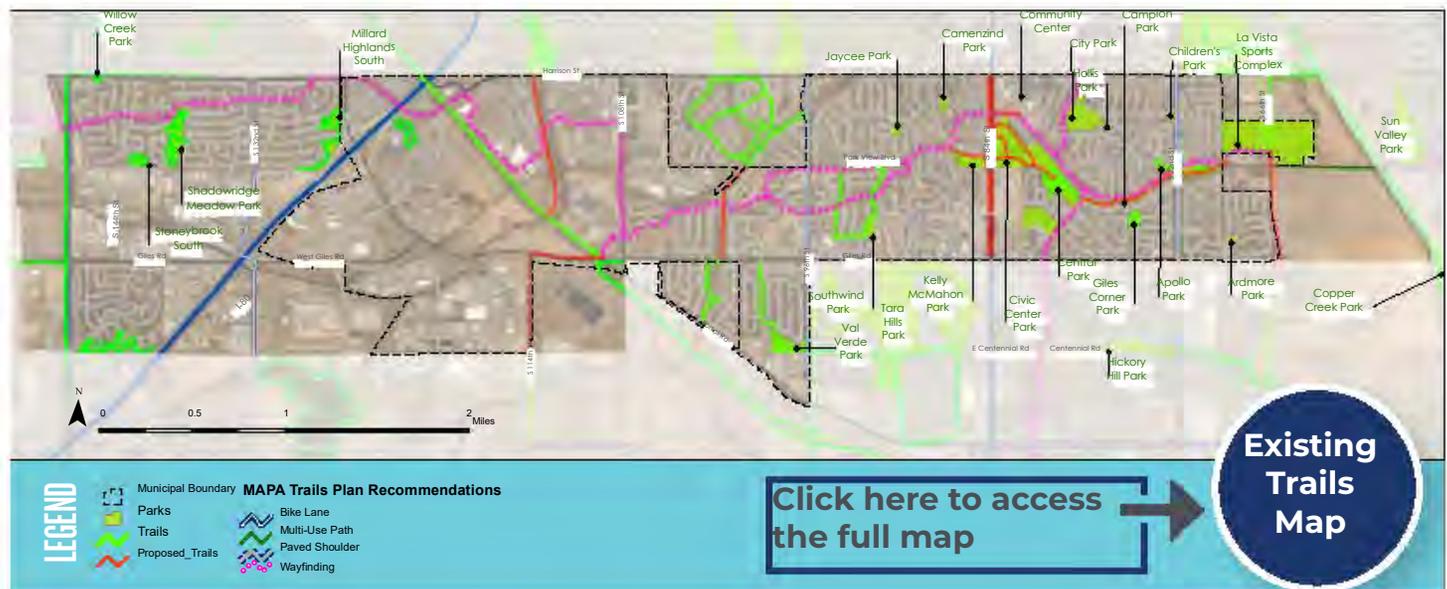
The Paths of Discovery Trails Map illustrates the network of trails that crisscross the Omaha and Council Bluffs metro area. The trail system gives citizens equal access to make trails part of their lives and offers opportunities for biking, hiking, skating, jogging, and other recreational options.

Click here to access the full map



## City of La Vista Trails Map

The La Vista Comprehensive Plan mapped existing trails and illustrated them in the map shown. While most La Vista neighborhoods enjoy a fully connected sidewalk system, La Vista remains largely inaccessible by human-powered transportation with pedestrians being deterred by high volume roads that are intimidating to cross.



# Community Destinations

We asked, "where are people going?"



## Destination Map



# Regional Trail Connections

The MAPA Bicycle and Pedestrian Plan 2015 identified several regional corridors that pass through or incorporate La Vista roadways. These include:

## Major Arterial Corridors:

144th, 96th, and 72nd Streets are crucial for connecting north-south routes, which could benefit La Vista's active mobility goals. Enhancing bike and pedestrian infrastructure along these streets, especially in higher-density or commercial areas would foster better active mobility transportation options while integrating La Vista into the larger metropolitan network.

## Sarpy North Corridor:

This corridor, as proposed by MAPA followed several interior roadways within La Vista, including Josephine Street and Gertrude Street west of I-80, and Olive Street, Skinner Drive, Brentwood Drive, and Park View Boulevard between I-80 and 72nd Street. Of interest is the inclusion of a connection across the Big Papio Creek to the Keystone Trail, and extension of the corridor into Bellevue through Sun Valley Park.

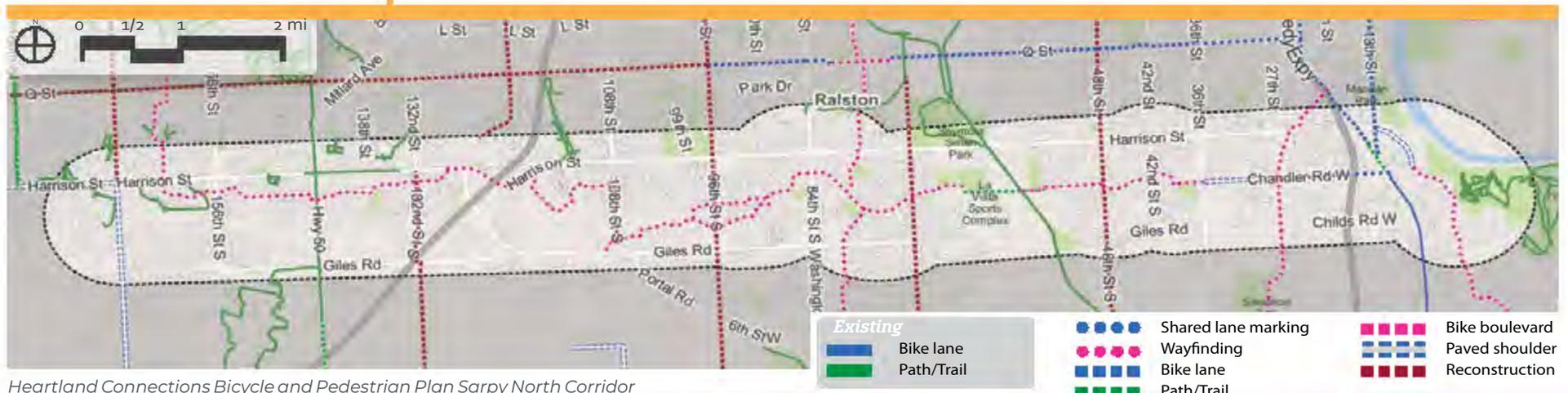
## Keystone Trail

The Keystone Trail, one of the oldest and most iconic trails in the Omaha metro area, offers nearly 30 miles of scenic, continuous pathways. It winds its way across the landscape, connecting neighborhoods, parks, and key community areas from the banks of the Missouri River to Lake Cunningham, while following the Big Papillion Creek. As the backbone of the Omaha area's extensive trail network, the Keystone Trail connects seamlessly with over 120 miles of trails within Omaha alone.

This popular multi-use trail is more than just a path; it's a focal point for the active lifestyle and outdoor culture of the region. It plays a central role in promoting cycling, running, and walking as part of daily life and serves as a key venue for local races, charity walks, and cycling events.

## West Papio Trail

The West Papio Trail runs for approximately 15 miles, following the West Papillion Creek, and has been recently expanded through La Vista to improve connectivity between Omaha and neighboring cities like Papillion. With even more expansions currently in development, including a connection through the Millard area, the West Papio Trail is poised to become even more traveled in the near future. These two trails are the highest use trails in the Omaha metro, and both trails feature scenic landscapes, access to parks, and connect with the broader regional trail network, including the Great American Rail-Trail.



Heartland Connections Bicycle and Pedestrian Plan Sarpy North Corridor

# Regional Trail Connections

## Great American Rail-Trail

The Great American Rail-Trail was conceived in the 1980s by Rails-to-Trails Conservancy (RTC) with the vision of creating a cross-country, multi-use trail connecting Washington, D.C. to Washington State. In Nebraska, the trail utilizes significant routes like the Keystone Trail and the West Papio Trail, providing key connections between urban areas like Omaha and smaller communities.

Economically, the Great American Rail-Trail has been transformative for “trail towns” across the U.S., helping to revitalize local economies by drawing outdoor tourists and fostering small businesses such as cafes, bike shops, and lodging facilities. In towns like Bellevue, Nebraska, and Morgantown, West Virginia, increased foot traffic from trail users has led to growth in local spending, job creation, and tourism-related development. Nationwide, communities along the trail benefit from enhanced quality of life and the economic stimulus brought by visitors seeking recreational experiences.



The economic impact of the trail has been substantial, generating millions of dollars annually in trail-related tourism and services. The trail's ability to connect rural and urban areas makes it a vital part of local and regional economies, helping to preserve the cultural and natural landscapes while promoting sustainable growth.

The proximity of the Great American Rail Trail to La Vista and its central core presents an opportunity for the City to capitalize on the Trail Town concept by routing trail users into City Centre from the Keystone Trail for a stop, or to explore other trails within La Vista. This connection could be enhanced by wayfinding signage, trailheads, and coordination with the Rails to Trails Conservancy for inclusion on the trail route. Coordination with adjacent jurisdictions would also be beneficial to take advantage of the regional importance of this resource.

## American Discovery Trail

The American Discovery Trail (ADT) is a coast-to-coast multi-use trail system spanning over 6,800 miles across the United States. Unlike other long-distance trails, the ADT is unique in that it combines both urban and rural environments, offering routes that can be hiked, biked, and even traveled on horseback in many sections. The trail is divided into northern and southern routes across the central U.S., allowing for different experiences depending on the traveler's preference. Established in 1997, the ADT passes through 15 states and Washington, D.C., and connects various national parks, forests, and scenic trails, making it the only non-motorized, coast-to-coast trail of its kind.

A major difference between the ADT and the Great American Rail-Trail is that the ADT incorporates on-road segments, combining existing trail networks with paved roads and sidewalks. In contrast, the Great American Rail-Trail focuses on converting abandoned rail corridors into fully separated, off-road multi-use paths. While the Great American Rail-Trail is approximately 3,700 miles long and still under development, the ADT is already established, providing travelers with rural highways, forest paths, and urban sidewalks.



In Nebraska, the ADT runs through the eastern part of the state, connecting Omaha and Lincoln before continuing westward. The ADT's route through this region provides access to local trail networks, such as the Keystone Trail in Omaha and the MoPac Trail, linking the two cities and offering scenic rural views along the way. This section plays a critical role in connecting urban and rural areas, promoting both recreation and alternative transportation options across Nebraska.

# Heartland Bike Share

Heartland Bike Share launched in 2015 as Omaha's first large-scale bike-sharing system, offering pedal bikes across the city. By 2023, it transitioned to a fully electric bike (e-bike) fleet, providing greater accessibility to users. The program is operated by a non-profit organization (Roam Share) and funded through a mix of public support, private sponsorships, and rider fees. It offers a dock-based system, allowing riders to pick up and return bikes at designated stations, with locations expanding into nearby cities like Papillion.

The implementation model centers on public-private partnerships, integrating bike share stations with the city's existing transportation and trail networks, like the Keystone and West Papio trails. Heartland Bike Share aims to reduce car dependence, promote healthy living, and offer a sustainable transportation alternative.

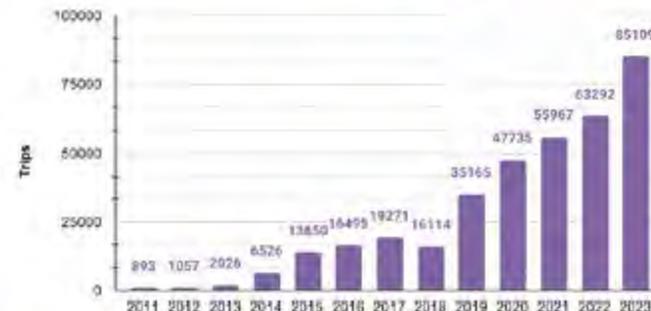
Looking ahead, the program plans to expand its station network, increase bike availability, and integrate more deeply with regional public transit. Its future goals include increasing ridership, boosting connectivity between Omaha and neighboring areas, and potentially adopting advanced mobility technologies.



Heartland Bike Share Station at Chalco Hill Recreation Area (Papio NRD offices)



## Heartland Bike Share



Rider Trips Per Year

# Heartland Bike Share

## Geographical Gap Between Omaha and Papillion:

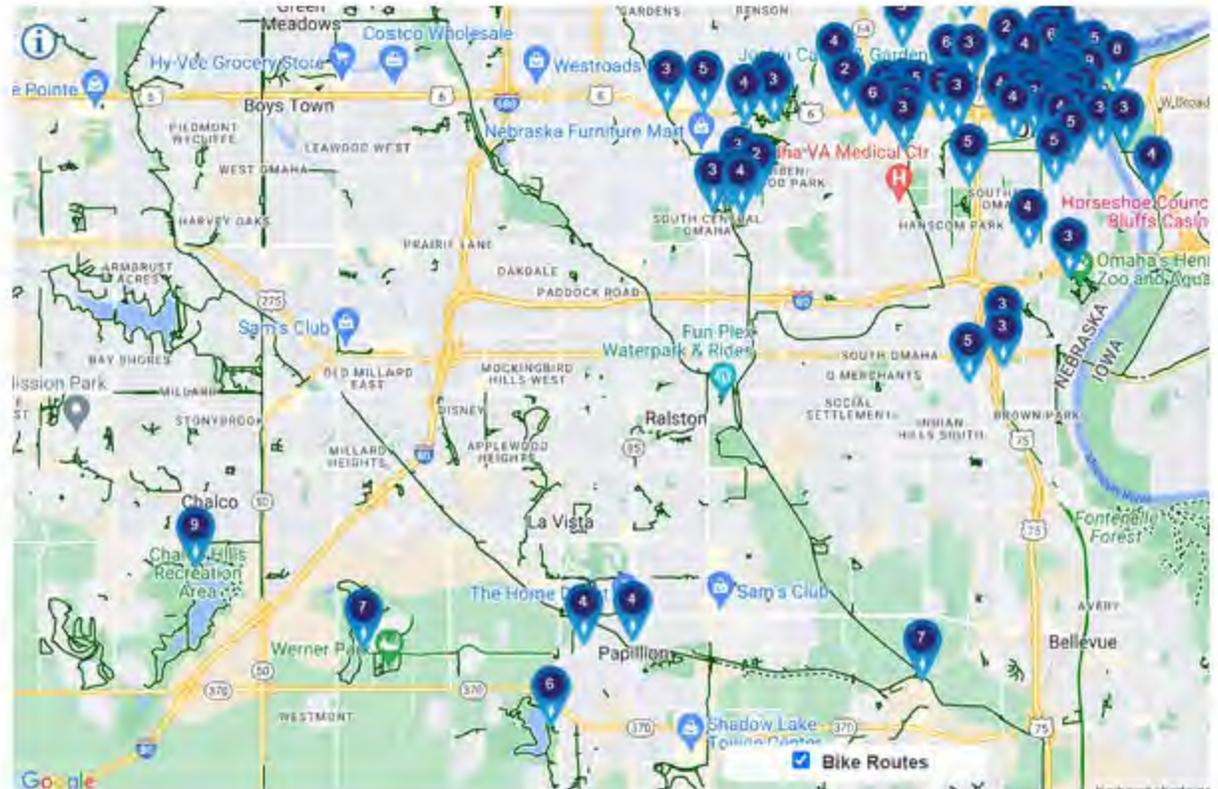
There is a significant gap between the Omaha-based stations and those in Papillion. This gap includes La Vista, which currently lacks stations despite being between these two areas. La Vista is a growing suburban area that could benefit from bike-sharing connectivity, as it's positioned in a key location to connect Papillion and Omaha via trails and roadways.

## Potential Connectivity Opportunities:

The **West Papio Trail** and the **Thompson Creek Greenway Trail** could be used as pathways for connecting stations from Omaha to Papillion, via La Vista. These trails are crucial for bike connectivity, and positioning Heartland Bike Share stations at key intersections could improve mobility.

## 84th Street Corridor:

This main artery running through La Vista could potentially support bike share stations, especially near the **La Vista City Centre** or public amenities like the library. These could bridge the gap and provide an opportunity for riders to access both Papillion and Omaha's bike-sharing networks.



Heartland Bike Share Station Location Map

Click here to access the full map

Heartland  
Bike Share  
Map

# Why Improve Mobility?

Improving mobility is a critical component of building a more accessible, inclusive, and vibrant community. As we look to update our infrastructure, it's essential to ensure that mobility improvements cater to everyone, including **vulnerable road users (VRUs)** like pedestrians, cyclists, and workers, while also adhering to ADA accessibility standards and universal design principles. These enhancements, guided by frameworks like **PROWAG (public right-of-way accessibility guidelines)**, ensure that all individuals—regardless of their physical abilities or mode of transport—can safely and comfortably navigate our streets and public spaces.

In the sections that follow, we'll dive deeper into how equity and inclusivity drive the design of our infrastructure, considering the needs of all users across all abilities. Additionally, we'll explore how education and encouragement can promote a **culture of safety** and **shared responsibility**. By doing so, we are not only enhancing mobility but also improving the places where we live, work, and play, fostering a more connected and livable community. These efforts align with **placemaking principles**, ensuring that every improvement supports a better quality of life for everyone.

# Why Improve Mobility?

## Comprehensive Plan Goals & Policies

The City of La Vista developed goals and policies for its Comprehensive Plan through a multi-faceted planning process designed to align with the community's long-term vision. The goals, including **“Live Long, Work Hard, Shop Local, Move About, Have Fun, And Prosper,”** were created by engaging with stakeholders, residents, and advisory bodies to address mobility, recreation, and quality of life.

The **“Live Long”** goals promote preservation of neighborhoods, maintaining a balance of diverse housing, integrating higher density housing, and preservation of walkability and attractiveness of residential neighborhoods. The **“Work Hard”** goals aim to develop regional economic activity, supporting local businesses and creating a dynamic urban environment. In the same vein, the **“Shop Local”** goals strive to establish La Vista as a regional destination for shopping and tourism, and to establish new public spaces and connections.

The **“Move About”** goals focus on improving transportation networks for all users by expanding trails, improving ADA compliance, and creating a multimodal system that reduces dependency on vehicles. Similarly, the **“Have Fun”** policies prioritize expanding recreational spaces, enhancing trail connectivity, and fostering community engagement through parks and public spaces.

Finally, the **“And Prosper”** goals seek to promote environmental sustainability, stimulate innovative public art, ensure transparent government, provide high-level public services, and to enhance the efficiency of programs, education and community engagement.

These goals are integral to La Vista's broader vision of becoming a connected, accessible, and vibrant community. By focusing on inclusivity and sustainability, the City aims to foster economic development while enhancing the quality of life for residents and visitors alike.

The overall goals, and the resulting policies, from the City's Comprehensive Plan were reviewed for those that ones that align with Active Mobility, so that individual mobility proposals could be aligned with the City's overall vision. The following 25 policies were selected from all the policies that are included in the Comprehensive Plan. **These policies were applied to the proposals in the Active Mobility Plan, to ensure that projects are meeting the goals and objectives of the Comprehensive Plan.**

Number of times each policy was attributed to a proposal

36	Live 4.1
36	Move 2.5
33	Move 1.1
29	Fun 1.2
22	Move 1.2
19	Move 1.4
16	Prosper 4.6
15	Move 1.8
9	Move 1.7
9	Work 3.4
8	Fun 1.3
7	Move 1.6
7	Shop 3.5
6	Live 3.4
6	Live 4.2
6	Shop 1.4
6	Shop 3.3
5	Fun 2.3
5	Fun 2.4
4	Live 3.3
3	Fun 1.1
3	Fun 3.1
3	Move 1.3
2	Fun 3.4
2	Move 2.3

[Click here to see a full list of Goals and Policies](#) →



# Why Improve Mobility?

## ADA Compliance

The Americans with Disabilities Act (ADA), enacted in 1990, is a landmark civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life. Its significance extends to active mobility by ensuring that transportation and public spaces are accessible to everyone, including people with physical or cognitive disabilities.

Cities can take specific actions to ensure ADA compliance by regularly auditing their infrastructure for accessibility barriers, updating facilities to meet modern standards, and including the disabled community in the planning process. A focus on universal design, which benefits all users, can be crucial in this effort.

### Steps to reduce barriers include:

- Ensuring sidewalks are smooth and continuous without gaps.
- Installing ramps and tactile warning strips at crossings.
- Increasing the availability of accessible transit options, such as paratransit services.
- Reviewing City facilities and properties for compliance with ADA guidelines

[Click here to view the Access Board website and new PROWAG guidelines](#)



The Public Right-of-Way Accessibility Guidelines (PROWAG) were finalized by the US Access Board, an independent federal agency, and published in 2023, providing comprehensive guidelines to ensure accessibility in pedestrian facilities such as sidewalks, crosswalks, curb ramps, and pedestrian signals. These guidelines are designed to align with the Americans with Disabilities Act (ADA) and the Architectural Barriers Act (ABA), focusing on creating safer and more inclusive environments for people with disabilities in public spaces.

### PROWAG address various aspects of accessibility, including:

- Minimum sidewalk widths to ensure proper maneuverability for all users.
- Accessible pedestrian signals (APS), which include both audible and tactile features, ensuring that people with visual and hearing impairments can navigate crosswalks safely.
- Curb ramps and detectable warning surfaces to ensure smooth transitions from sidewalks to streets, especially for wheelchair users.
- Shared-use paths for both pedestrians and cyclists, emphasizing separation from vehicle traffic where possible.

One of the key updates is the requirement for accessible pedestrian signals at all new or altered crosswalks, and the inclusion of audible and vibrotactile walk indicators for push buttons. These guidelines will be enforceable once adopted by the U.S. Department of Justice (DOJ) and U.S. Department of Transportation (DOT) and have already been adopted for federally funded projects as of September 2023. They represent a critical step toward improving accessibility in public infrastructure, ensuring that all users can safely navigate public spaces.

# Why Improve Mobility?

## Safety and Accessibility

Vulnerable Road Users (VRUs) are defined as pedestrians, cyclists, and others who travel without the protection of a vehicle. These individuals face a higher risk of injury or fatality in traffic incidents. In Nebraska, the focus on VRUs has grown due to their significant representation in serious crashes. Improving infrastructure such as crosswalks, sidewalks, and lighting, along with public education, is key to enhancing safety.

Protecting VRUs is crucial for creating safe and inclusive transportation environments. VRUs, including pedestrians and cyclists, often lack the physical protection vehicles offer, making them more susceptible to severe injuries in traffic incidents. Enhancing their safety can lead to reduced fatalities and promote active mobility, encouraging healthier lifestyles and decreasing reliance on motor vehicles. Investing in infrastructure for VRUs not only enhances safety but also supports community well-being and sustainable urban development.

**Designing infrastructure for VRUs requires a multi-faceted approach. Key strategies include:**

- 1. Dedicated Bike Lanes and Sidewalks:** Providing separated lanes for cyclists and clear, well-maintained sidewalks enhances safety and encourages usage.
- 2. Improved Crosswalks:** Marked and well-lit crosswalks, along with pedestrian signal systems, can significantly enhance the visibility and safety of crossing streets.
- 3. Traffic Calming Measures:** Implementing roundabouts, and narrowing roads can reduce vehicle speeds in areas with high pedestrian traffic.
- 4. Education and Awareness Campaigns:** Increasing driver awareness about the presence and rights of VRUs through public education campaigns fosters a culture of safety.
- 5. Integrated Transportation Planning:** Ensuring that active transportation routes are part of the broader transportation system promotes connectivity and accessibility.

**Click here to learn more about MAPA's Safe Streets and Roads for All (SSFA) program, as well as information about Omaha's Vision Zero Action Plan and NDOT's Strategic Highway Safety Plan**



**MAPA's  
SSFA  
Program**

**Omaha's  
Vision Zero**

**NDOT  
Strategic  
Highway  
Safety Plan**

# Why Improve Mobility?

## Equity and Inclusivity

Designing active mobility projects for equity and inclusion in La Vista is essential for ensuring that all community members have access to safe, efficient transportation options. This focus can address disparities faced by low-income residents, people with disabilities, and other marginalized groups. Accessibility should also be designed for all ages, giving consideration to routes for school children, and access to medical services/facilities for the elderly.

### Specific improvements might include:

1. Accessible Infrastructure: Installing curb ramps and tactile paving to aid those with mobility impairments.
2. Safe Crossings: Enhancing crosswalks in lower-income neighborhoods to ensure safe passage for pedestrians.
3. Community Engagement: Involving under-represented populations in planning processes to reflect their needs.
4. Affordable Bike Share Programs: Providing subsidized access to bike-share services for low-income individuals.



Click here to learn how two people became friends advocating for size inclusive cycling!

**all  
bodies  
on  
bikes**

# Why Improve Mobility?

## Education and Encouragement

To foster a culture of active transportation in La Vista, it is crucial to increase awareness and educate drivers, cyclists, and pedestrians about the safety and accessibility of these opportunities. Community workshops can serve as engaging platforms to discuss the benefits of biking and walking, while public awareness campaigns can leverage social media and local signage to promote the importance of sharing the road.

Engaging with schools to implement safety programs will help instill the principles of active mobility in young people, creating a generation that values these modes of transport. Partnering with local businesses can further amplify the message and encourage community-wide participation.

Incorporating aspirational principles from inclusive campaigns like “All Bodies on Bikes” is also essential. This initiative emphasizes that cycling should be accessible to everyone, regardless of body type or ability. By promoting inclusivity and representation in cycling, La Vista can ensure that everyone feels welcomed and empowered to use active transportation.

Encouraging residents to choose active transportation can be achieved through incentive programs, enhanced infrastructure, and organized community rides or walks. These strategies not only reduce vehicle usage but also improve public health and strengthen community ties, creating a vibrant environment where everyone can thrive.

## Best Practices for Increasing Awareness and Education:

1. **Community Workshops:** Host events to educate people about the benefits and safety of active transportation.
2. **Public Awareness Campaigns:** Use social media, local media, and signage to highlight the importance of sharing the road.
3. **School Programs:** Implement programs that teach children about pedestrian and cyclist safety, fostering a culture of active mobility from a young age.
4. **Engagement with Local Businesses:** Collaborate with businesses to promote biking and walking initiatives.

## Best Practices for Encouraging Active Transportation:

1. **Incentive Programs:** Offer discounts or rewards for residents who use active transportation modes.
2. **Enhanced Infrastructure:** Develop more bike lanes, pedestrian paths, and transit connections to facilitate easier access.
3. **Organized Community Rides/Walks:** Create events that encourage families to explore their neighborhoods actively.

# Why Improve Mobility?

## Intrinsic Value and Placemaking

Improving active mobility is essential for **fostering a community's well-being**, offering numerous intrinsic benefits that go beyond practical transportation. One of the primary benefits is **aesthetic enjoyment**. Incorporating visually appealing features, such as walking bridges, scenic overlooks, and underpasses, enhances the experience for pedestrians and cyclists. These spaces not only encourage more physical activity but also serve as areas where people can relax, take photos, and connect with their surroundings. In La Vista, the potential to create more scenic points along trails is particularly relevant, as the community already enjoys embracing its unique landscape.

Active mobility infrastructure also **stimulates tourism**. Visitors are drawn to towns with inviting public spaces, trail systems, and landmarks that **encourage exploration**. Investing in such features increases the town's appeal to tourists looking for outdoor recreation and Instagram-worthy spots. Scenic walking and biking routes, in particular, can become destinations themselves, attracting outdoor enthusiasts and offering them a deeper connection with the area.

**Environmental sustainability** is another vital reason for promoting active mobility. Walking and cycling reduce reliance on motor vehicles, helping to lower emissions and improve air quality. As communities grow more environmentally conscious, accessible trails and pedestrian-friendly spaces become even more important. La Vista has the opportunity to expand its trail system in ways that promote greener transportation, all while protecting the natural environment.

Additionally, enhancing active mobility spaces contributes to **placemaking**, a concept that involves designing public spaces to foster human connection and a sense of belonging. By creating spaces that people want to spend time in—whether it's a trail with beautiful views or a small park where people can gather—communities can **nurture social interactions** and **improve mental well-being**. These spaces become not only functional but places where memories are made and a sense of community thrives.

By continuing to enhance La Vista's public areas with thoughtful design, the city will not only improve connectivity but also foster a deeper connection between people, place, and the natural beauty that surrounds them.



# Why Improve Mobility?

## Wayfinding and Navigation

The City of La Vista has already completed a **Wayfinding Framework Plan** to create a consistent and unified vision for its signage system. This plan outlines the design and placement of entrance monuments, place signage, directional signage, and other wayfinding elements. By incorporating the city's branding, the plan aims to **enhance community identity** and **improve navigation** for both residents and visitors. The implementation strategy focuses on strategically placing signs at key points such as city entrances, parks, and major destinations. The framework also includes a sustainable approach to materials, ensuring long-term durability and easy maintenance.

The City of La Vista's Wayfinding Framework Plan establishes a cohesive vision for signage throughout the city. The plan includes examples such as entrance monuments at key city gateways, directional signage along main corridors like **84th Street**, and place signage at destinations like **Central Park** and the **La Vista Sports Complex**. These signs incorporate consistent design themes that reflect the city's identity and improve navigation.

For active mobility, this plan is particularly beneficial as it enhances trail navigation for pedestrians and cyclists by providing clear, easy-to-read directional signs and maps. Key locations, such as trailheads on the **West Papio Trail**, will have signage that directs users to parks, schools, and other community amenities. This not only improves safety and convenience but also encourages more people to use walking and cycling routes by making the city's network more accessible.

The installation plan prioritizes high-traffic areas and locations critical for wayfinding, ensuring that signage is placed at optimal points to guide both local residents and visitors as they explore La Vista.



# Facility Types

In this plan, **five main Facility Types** are identified to support and enhance Active Transportation within La Vista. Each type addresses a specific aspect of how pedestrians, cyclists, and other users interact with the transportation network, ensuring a balanced approach to **mobility, safety, and accessibility**.

Each facility type plays an essential role in building a comprehensive, user-friendly active mobility network. For more details on how each category is implemented and examples of specific treatments, please refer to the following section.

The examples are available options. Not every facility type will work for every situation, so improvements should be recommended based upon engineering best practices and must meet the appropriate warrants.

**Trail / Shared Use Paths**

**Sidewalks / Streetscape**

**Safety Improvements / Crossings**

**Wayfinding**

**On-Street / Micromobility**

The concepts in this report can generally be categorized into five types of projects:

## Trails/Shared Use Paths



These projects generally include **trails** or **shared use paths**, that may be independent or adjacent to roadways. They are ideally 10-foot wide, and provide connections between major destinations. Several of these projects include new bridges or other features to connect with the existing trail network.

## Sidewalk / Streetscape



These projects generally include improvements to the **pedestrian realm**, or the space between the street and nearby buildings. Projects may include **bike racks, pedestrian amenities, increased safety and awareness, and signage to inform and direct** users of nearby destinations and routes to get there.

[Click here to view the Federal Highway Administration's "Proven Safety Countermeasures"](#)

**FHWA's  
Proven  
Safety  
Measures**

# Facility Types

## Safety Improvements



**Safety and crossing improvement** projects focus on creating safer intersections and street crossings for pedestrians and cyclists. These enhancements may include installing **high-visibility crosswalks, pedestrian refuge islands, flashing beacons, or pedestrian hybrid beacons** (HAWK beacons). They may also involve curb extensions or raised crosswalks to reduce crossing distances and enhance pedestrian visibility. These projects aim to increase safety in high-traffic areas and improve accessibility at busy intersections. Examples include installing rapid-flashing beacons at school crosswalks or building raised crossings on key pedestrian corridors to slow vehicle traffic.

## Wayfinding



**Wayfinding** projects generally include signage and visual cues to help pedestrians, cyclists, and other trail users navigate through networks of trails, bike routes, and streets. These signs typically include **directional markers, distance information, maps, and icons** to identify key landmarks or amenities like parks, schools, and commercial areas. Wayfinding not only improves navigation but also promotes usage by making paths more accessible and user-friendly. Examples include trail signs pointing to nearby recreational areas or mileage markers along bike routes to encourage distance-based activities like walking and cycling.

## On Street



These projects generally include **on-street bike routes** that are created by **painted markings on the streets**, and include shared lanes for vehicles and cyclists, bike lanes, or a combination of configurations. These routes are lower volume roads, with slower speeds, and may include reduction of on-street parking in some key places to improve visibility and passage for cyclists.

# Toolkit of Treatments

## Shared-Use Paths

### Description:

A wide path (often 8-14 feet) designed for both pedestrians and cyclists, separated from vehicle traffic.

### Benefits:

Provides safe, accessible routes for multiple non-motorized users.

### Best Locations:

Along arterial or collector roadways, parks, and other regional connections



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Adam Coppola Photography

## Recreational Trails

### Description:

Trails dedicated to non-motorized recreation, often in parks and natural areas.

### Benefits:

Promotes physical activity and offers scenic, safe spaces for walking, running, and cycling.

### Best Locations:

Parks, nature reserves, and rural areas.



## Greenways

### Description:

Linear parks or open spaces that include trails for walking, biking, and recreation.

### Benefits:

Enhances connectivity between urban and natural areas while promoting environmental conservation.

### Best Locations:

Along rivers, streams, and in urban-to-rural corridors.



# Toolkit of Treatments

## Sidewalks

### Description:

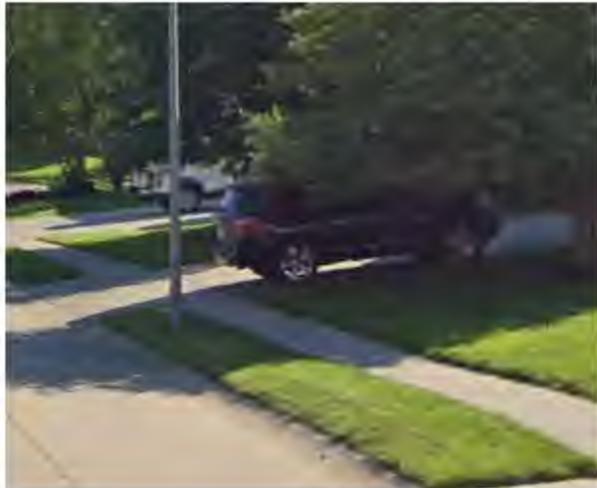
Paved paths for pedestrians, typically alongside streets.

### Benefits:

Provides a safe walking space, especially in high-traffic areas.

### Best Locations:

Urban areas, residential neighborhoods, commercial streets.



## Chicanes

### Description:

Alternating curb extensions or landscaped islands that create a winding path for vehicles, forcing them to slow down.

### Benefits:

Reduces vehicle speeds and improves safety for pedestrians.

### Best Locations:

Residential areas, narrow urban streets.



## Road Diets

### Description:

A reconfiguration of a roadway to reduce vehicle lanes and create space for bike lanes, sidewalks, or other amenities.

### Benefits:

Slows traffic, reduces crashes, and creates more space for active transportation.

### Best Locations:

Urban streets, areas with excess vehicle capacity, or high pedestrian activity.



<https://nacto.org/publication/urban-street-design-guide/streets/downtown-2-way-street/>

# Toolkit of Treatments

## Roundabouts (Traffic Circles)

### Description:

Circular intersections that slow traffic and reduce conflict points between vehicles, cyclists, and pedestrians.

### Benefits:

Enhances safety by reducing crash severity, reducing vehicle speeds, and increasing operational efficiency.

### Best Locations:

Urban and suburban intersections with moderate traffic volume.



## Speed Humps / Speed Tables

### Description:

Vertical deflections on the roadway to slow down vehicle traffic.

### Benefits:

Reduces vehicle speeds, improving safety for cyclists and pedestrians.

### Best Locations:

Residential streets, school zones, and parks where warrants are met.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Austin Brown

## Curb Extensions (Bump-Outs)

### Description:

Sidewalk extensions into the roadway, reducing crossing distances for pedestrians.

### Benefits:

Improves visibility and safety at pedestrian crossings, slows vehicle traffic, and reduces pedestrian exposure.

### Best Locations:

Intersections, school zones, commercial areas.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Dan Burden

# Toolkit of Treatments

## Pedestrian Refuge Islands

### Description:

A raised island in the middle of a road, allowing pedestrians to cross one direction of traffic at a time.

### Benefits:

Improves pedestrian safety through reduced pedestrian exposure, especially on multi-lane roads.

### Best Locations:

Wide roads and streets with heavy traffic volumes.



## Raised Crosswalks

### Description:

Pedestrian crossings elevated above the street level, serving as both a crosswalk and speed bump.

### Benefits:

Slows traffic and improves pedestrian visibility.

### Best Locations:

Residential neighborhoods, school zones, and parks where warrants are met and where setting and grade can overcome drainage challenges.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Dan Burden

## High-Intensity Activated Crosswalk (HAWK) Beacons

### Description:

Beacons designed to stop vehicles and allow pedestrians to cross safely when activated.

### Benefits:

Enhances pedestrian safety at mid-block crossings or high-traffic intersections.

### Best Locations:

Arterial roads, mid-block crossings, near schools or parks.



# Toolkit of Treatments

## Rectangular Rapid Flashing Beacons (RRFBs)

### Description:

Flashing lights at pedestrian crossings, activated by the user to alert drivers.

### Benefits:

Increases driver awareness of pedestrians at crossings.

### Best Locations:

Unsignalized crosswalks, mid-block crossings, high-speed roads.



## Offset Mid-Block Crossings

### Description:

Pedestrian crossings that are staggered across the road, requiring users to pause and change direction halfway. The staggering orients the user toward the oncoming traffic, increasing the likelihood to judge speed and distances of oncoming vehicles.

### Benefits:

Slows pedestrians down, improving safety at wide, busy streets.

### Best Locations:

Multi-lane roads, high-traffic areas.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Dan Burden

## Raised Intersections

### Description:

An entire intersection elevated to the level of sidewalks, slowing vehicles and enhancing pedestrian priority.

### Benefits:

Slows vehicle speeds and improves safety for all road users.

### Best Locations:

Pedestrian-heavy areas, school zones, and commercial districts where grade and situation can overcome drainage challenges.



<https://nacto.org/publication/urban-street-design-guide/intersections/>

# Toolkit of Treatments

## Wayfinding Signage

### Description:

Signs, maps, and symbols that guide users through trails, bike paths, and pedestrian routes, providing navigation and key information.

### Benefits:

Improves navigation, safety, and accessibility while enhancing the user experience and promoting exploration. It also fosters community identity by linking key destinations like parks, commercial areas, and landmarks.

### Best Locations:

Along busy trails, shared-use paths, city centers, and at intersections where routes converge, especially where regional trail networks connect or in areas with high pedestrian and cyclist traffic.



## Bike Lanes

### Description:

Dedicated lanes on the roadway marked for the exclusive use of cyclists.

### Benefits:

Enhances safety and encourages biking as a transportation mode.

### Best Locations:

Arterial roads, urban streets, and secondary roads in commercial areas.



## Shared Lanes (Sharrow)

### Description:

A travel lane shared by vehicles and cyclists, often marked with shared lane symbols.

### Benefits:

Provides guidance for drivers and cyclists to share space safely.

### Best Locations:

Low-traffic residential streets, areas where dedicated bike lanes are impractical.



# Toolkit of Treatments

## Protected Bike Lanes

### Description:

Bike lanes physically separated from vehicle traffic by barriers (e.g., curbs, bollards).

### Benefits:

Provides high levels of safety for cyclists, reducing conflicts with cars.

### Best Locations:

Major streets with high traffic volume, urban centers, and commercial districts.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Adam Coppola Photography

## Buffered Bike Lanes

### Description:

Bike lanes with extra space (buffer) between the bike lane and vehicle traffic achieved through the use of pavement markings that separate parking areas away from bike lanes.

### Benefits:

Increases comfort and safety for cyclists by providing more separation from vehicles.

### Best Locations:

Busy urban streets and corridors with moderate traffic.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Toole Design Group

Click here to see the National Association of City Traffic Officials' (NATCO) Urban Street Design Guide for more examples!



# Design Guidelines, Resources, and Assistance

Designing active mobility infrastructure relies on following best practices and leveraging guidance from key resources. At the federal level, the **Federal Highway Administration** (FHWA) and organizations like the **American Association of State Highway and Transportation Officials** (AASHTO) provide critical design standards for pedestrian and bicycle facilities. **The National Association of City Transportation Officials** (NATCO) offers modern urban mobility guidelines, while the **Rails to Trails Conservancy** supports trail conversions and offers technical assistance.

In Nebraska, the **Department of Transportation** (NDOT) and **Bike Walk Nebraska** provide local design standards and advocacy, while the **Nebraska Game and Parks Commission** (NGPC) and the **Nebraska Trails Foundation** focus on trail development. Regional entities like the **Metropolitan Area Planning Agency** (MAPA) and the **Papio-Missouri River Natural Resources District** (Papio NRD) are valuable partners in project coordination and funding. These resources together ensure mobility projects meet current standards and serve a wide range of users.

The following sections explore these resources further, illustrating how they guide the design and implementation of active mobility systems.

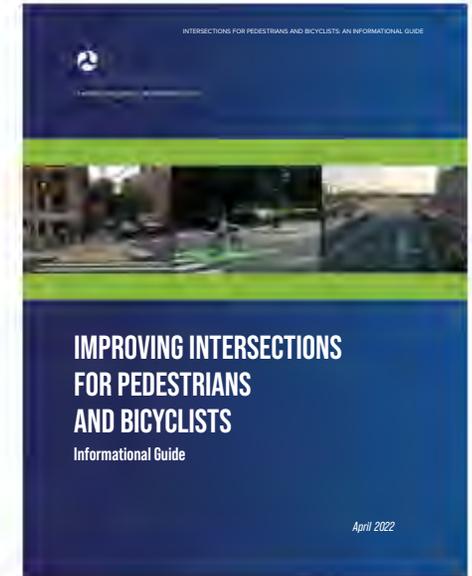
# Design Guidelines, Resources, and Assistance

The following list contains various resources of federal, state, and local guidelines to help plan active mobility systems.

See the References section at the end of this report for links to specific websites to these resources.

## National Resources:

1. Federal Highway Administration (FHWA)
2. Rails-to-Trails Conservancy
3. American Association of State Highway and Transportation Officials (AASHTO)
4. National Association of City Transportation Officials (NACTO)
5. Institute of Transportation Engineers (ITE)
6. The National Complete Streets Coalition
7. League of American Bicyclists
8. National Recreation and Park Association (NRPA)
9. Transportation Research Board (TRB)
10. Association of Pedestrian and Bicycle Professionals (APBP)
11. National Center for Safe Routes to School



# Design Guidelines, Resources, and Assistance

## State Resources:

1. Nebraska Department of Transportation (NDOT)
2. Nebraska Game and Parks Commission
3. Bike Walk Nebraska
4. Blue Cross Blue Shield of Nebraska - Walkable Communities Initiative
5. Nebraska Trails Foundation

## Local Resources:

1. Metropolitan Area Planning Agency (MAPA)
2. City of Omaha Parks, Recreation, and Public Property
3. Papio-Missouri River Natural Resources District (Papio NRD)
4. Omaha-Council Bluffs Metropolitan Area Trail Committee
5. Heartland Bike Share
6. City of Omaha Traffic Calming Program



**NEBRASKA**  
Good Life. Great Journey.

Click here to view a presentation about Vulnerable Road Users given by NDOT.

**NDOT**  
Presentation

# Active Mobility Proposals

The **Active Mobility Proposals** section of the La Vista Active Mobility Plan outlines a comprehensive set of infrastructure ideas designed to enhance the city's active transportation network. These proposals are categorized into five distinct facility types: **Wayfinding, Trails/Shared Use Paths, Sidewalks and Streetscapes, On-Street/Micromobility, and Safety/Crossing Improvements**. With over 100 ideas generated through feedback from the public, stakeholders, the technical advisory committee, and the project team, these proposals incorporate a wide range of perspectives. Throughout the summer, the project team conducted site visits by driving, walking, and cycling through various potential routes. This hands-on approach helped identify gaps in the current infrastructure, opportunities for easy wins, and ambitious projects that could transform La Vista into a more connected and active community.

Each proposal was not only categorized by facility type but also assessed by **implementation type**, which ranged from low-cost or paint-only projects to more complex new construction and development-dependent initiatives. The project team worked diligently to prioritize these ideas by creating an initial **phasing plan**. Some projects were ultimately eliminated due to high costs, lack of support, or being beyond the city's capacity to implement, while other ideas were added based on additional input gathered throughout the planning process. In September 2024, these refined proposals were presented to the public, who were asked to identify which projects they found most exciting across the three phases: short-term, near-term, and long-term. **Public feedback** played a critical role in shifting the timing of some proposals to better align with community priorities.

The following section presents each proposal with brief descriptions, highlighting their potential impact on La Vista's mobility network. Additionally, each project was reviewed for alignment with the **City's Comprehensive Plan Goals and Policies**, with more detailed summaries and supporting documentation provided to city officials for further consideration. These proposals represent a thoughtful blend of community input, technical analysis, and strategic planning, laying the groundwork for a more connected and accessible La Vista.



A thumbs up indicates this proposal or policy was popular during public the input process.

**Concept Project**

Proposals with this symbol were selected by the Technical Advisory Committee for further development as "Concept Projects" and are presented in the following section.

# Active Mobility Proposals

## Trails / Shared Use Paths Proposals

### 1 – Applewood Creek Trail/Portal Greenway to West Papio Connection (BNSF Cutoff)

This trail project would utilize existing easements and outlots or require minimal ROW to connect the existing Portal Greenway Trail from approximately where it crosses Applewood Creek to the West Papio Trail.

Concept Project 1

### 2 - Applewood Creek Trail/Portal Greenway to Ralston Trail Connection

This trail project would utilize an existing easement or require minimal ROW to connect the north end of the Portal Greenway Trail to a proposed extension of the Ralston Trail, between 96th Street and Harrison Street.

Concept Project 1

### 3 – Thompson Creek Greenway Trail to La Vista Sports Complex Connection

This trail project would extend the Thompson Creek Greenway Trail from 72nd Street to west of 66th Street, through Mayor's Park, and then along 69th Street as a shared use path (10 foot wide, set back 2 feet from the curb) which would cross nine (9) driveways along 69th Street. This project is planned for construction in 2027 along with Proposal 5.

Concept Project 2



### 4 – Thompson Creek Greenway Trail from La Vista Sports Complex to Keystone Trail

This trail project would extend the Thompson Creek Greenway Trail east from 66th Street along Thompson Creek to the Keystone Trail via a bridge over the Big Papio Creek.

Concept Project 2



### 5 – Thompson Creek Greenway Trail from Central Park to 72nd Street

This trail project would extend from Central Park through Central Park East to 72nd Street along Thompson Creek and is currently in the design phase. Construction is planned for 2027 along with Proposal 3.

### 6 – Thompson Creek Greenway Trail from Central Park to Central Park West

This trail project would extend from Central Park, under 84th Street, along Thompson Creek and under the new bridge for 84th Street, into and through Central Park West, to the intersection of Park View Boulevard and 87th Street.



### 7 – West Papio Creek bridge, between I-80 and Harrison Street to Eastport Parkway

This trail/bridge would provide a connection from the West Papio Trail to Southport East at Eastport Parkway. Proposal 12 should be considered at the same time and in conjunction with this trail to provide full connectivity to the existing sidewalks/trails within Southport East and West.

Concept Project 3

# Active Mobility Proposals

## Trails / Shared Use Paths Proposals

**8 – Shared use path along Giles from 108th Street to 114th Street when Giles is widened.** This project would include a trail or shared use path along the north side of Giles Road from 108th Street to 114th Street, with or without a separate bridge over the West Papio Creek.

**9 – Grade separated connection from Harrison Street Trail to Big Papio/Keystone Trails** This project would provide a grade separated connection from the trail on the south side of Harrison Street east of 66th Street, under Harrison and back up to the Big Papio Trail. A sidewalk on the north side of the existing bridge provides further connection to the Keystone Trail.



**4** Concept Project

**10 - Portal Road crossing and West Papio Trail connection (Papio NRD NEAT project in planning)** The project would connect the southern end of the Applewood Creek Trail across Portal Road using a RRFB or HAWK signal at 101st Street and connect to the West Papio Trail. Future road widening of Portal Road would be accounted for, and future projects would need to consider this crossing in their analysis.



**11 – Shared Use Trail along 92nd Ave and Robin Drive from Brentwood Drive to Giles Road** This project would extend a shared use path or trail along 92nd Avenue from Brentwood Drive south to Robin Drive, and then south to Giles Road. A portion of this project is already trail-width, the rest of it is a sidewalk.

**12 - Shared use path along Eastport Parkway from new West Papio Creek bridge**

This project is a shared use path adjacent to Eastport Parkway, or it could be a separated trail along the same corridor, from the new West Papio Bridge (Proposal 7) to the Nebraska Multi-Sport Complex.

**3** Concept Project

**13 - Harrison Street Trail connection to Highland Drive**

This project would connect the on-street bike route through western La Vista (Proposal 28) to the shared use paths or trails along Eastport Parkway (Proposal 29) and places further to the east.

**9** Concept Project

**14 - Giles Road Trail (south side) and bridge to West Papio Trail**

This project would include a trail along the south side of Giles Road from 114th Street to the West Papio Trail, with a bridge over the West Papio Creek.

**6** Concept Project

# Active Mobility Proposals

## Trails / Shared Use Paths Proposals

### 15 - 126th Street from Prairie Queen Recreation Area to Costco/Southport

This project would provide connectivity from the Southport West area to Prairie Queen Recreation Area, along 126th Street.

Concept Project **6**

### 16 - 114th Street Trail (west side) from Giles Road to Portal Lake Trail

This project would provide connectivity to southwest La Vista and the western Papillion recreational lakes, including Portal Recreation Area, Prairie Queen Recreation Area, as well as trails that are currently under planning or construction.

Concept Project **5**

### 17 - Giles Road to Applewood Creek Trail connection on north side

This project would provide a connection from the Applewood Creek Trail to the north side of Giles Road. Preliminary layouts indicate that the trail could maintain a 4-5% slope, and that it would clear the existing box culvert for the underpass portion of the trail.



### 18 - Giles Road Trail/Bikeway/Shared Use Path from 114th Street to Eastport Parkway

This project would involve the extension of the Giles Road trail or shared use path along one side or the other of Giles Road from 114th Street to Eastport Parkway



### 20 - West Giles Road Trail/Bikeway from 132nd Street to Eastport Parkway

This project would continue the Giles Road Trail to the west, from Eastport Parkway to 132nd Street. The trail could be built along either side of the road and would require an at-grade crossing of the railroad.

Concept Project **9**

### 29 - Shared use path along Eastport Parkway from new West Papio Creek bridge to Harrison St

This project, in conjunction with Proposal 13, would create a connection between the western suburbs of La Vista (Sunrise Woods, Southridge, and Stonybrook South) and the center of the city as well as connecting them to the West Papio Trail in conjunction with Proposal 7.



### 32 - Chalco Hills to Prairie Queen connector (Papio NRD NEAT project in planning)

This project would connect Chalco Hills Recreation Area to Prairie Queen Recreation Area along the south side of Giles Road and the east side 132nd Street with a 10-foot-wide shared use path.

# Active Mobility Proposals

## Trails / Shared Use Paths Proposals

### **33 - 66th Street Trail connection to Ardmore East**

This project would be an interim solution to provide connectivity from the Ardmore East neighborhood to the La Vista Sports Complex and the trail along 66th Street with a paved trail along 66th Street from Heartwood Road to the existing trail crossing. This should be considered with 66th Street improvements.



### **36 - Giles Road Trail from Southport Parkway to Eastport Parkway**

This project includes a 10-foot-wide shared use path or trail along the northeast side of Giles Road between Southport Parkway and Eastport Parkway and is included in the current design plans for the widening of Giles to three lanes in this area.

### **40 - South Papio Trail (from 132nd to 156th)**

This project is a long-term concept for a South Papio Trail that would begin near the intersection of 132nd Street and West Giles Road that would run along the South Papio Creek and BNSF railroad tracks, extending to 156th Street near Chandler Road.

### **41 - 72nd Street trail/sidewalk/shared use path (along east side)**

This project would include a shared use path or trail along the east side of 72nd Street from Giles Road to Harrison Street. This side of the street has fewer major obstacles (power poles, guardrails, culverts, ditches, etc...).



### **42 - 96th Street trail/sidewalk/shared use path (along either side)**

This project would include a shared use path or trail along either side of 96th Street from Giles Road to Harrison Street. There are various obstacles on either side of the road, but no major items that would prohibit a trail on either side.



### **44 - Central Park interior trail improvements**

This project would focus on evaluating the interior trail network of Central Park between Edgewood Boulevard and City Centre. This proposal would also include an accessible trail to avoid the stairs that connect to the north side of the Link.



# Active Mobility Proposals

## Trails / Shared Use Paths Proposals

### 45 - Hell Creek Trail from West Papio Trail to Olive Street

This project would involve the creation of a north-south trail corridor along Hell Creek from the West Papio Trail to Brookhaven Park north of Harrison Street. It was originally proposed by MAPA and the Papio NRD.



### 46 - 66th Street Trail connection from Giles to Ardmore East

This project would extend a trail or shared use path along 66th Street from Heartwood Road to the south, ultimately connecting with the trail along the west side of 66th Street south of Giles Road. This should be considered with 66th Street improvements.



### 48 - 84th Street Trail System (both sides) from Giles to Harrison

This project includes a 10-foot-wide shared use path or trail along both sides of 84th Street from Giles Road to Harrison Street. This project is currently in design and will begin construction in the fall of 2025.



### 51 - Giles Road Trail from 108th Street to 66th Street (north side)

This project would create a continuous 10-foot-wide shared use path or street adjacent trail along the north side of Giles Road from 108th Street to 66th Street. Using the north side of the road addresses concerns over snowmelt and sun exposure, and there appear to be fewer obstacles that would impede design and construction.



The 84th Street Corridor is a priority for the City of La Vista and several projects are already underway to improve mobility in and around the area. Click the image to find out more.

# Active Mobility Proposals

## Sidewalks / Streetscape Proposals

### **30 - Parking/Trailhead along 118th Street near Emiline or Olive**

This project would involve adding a new trailhead with parking near the intersection of 118th Street and Olive Streets, which are only a few hundred feet from the West Papio Trail. This area is already a well-used connection to the trail, and this trailhead could accommodate additional trail users to make shorter trips.

### **31 - Expanded parking at Harry Anderson Avenue and 109th Street trailhead**

This project would expand the heavily used trailhead for the West Papio Trail at 109th Street and Harry Anderson Avenue. There are currently eight (8) stalls and one accessible parking stall at this location and there are often multiple vehicles parked along Harry Anderson Avenue.

### **37 - Community Center / La Vista West Elementary / City Centre connectivity**

This project includes evaluating the connections between the Community Center and City Hall, La Vista West Elementary, and City Centre. These facilities are close in proximity, but are separated by several roads, elevation changes, and other uses such as residential homes and apartments.

### **38 - Triangle Park, City Park, Hollis Park connectivity**

This project includes evaluating the connections between Triangle Park, City Park, and Hollis Park, between approximately 78th Street and Josephine Street, and Terry Drive and 76th Avenue.

### **52 - Southwind Dogpark**

This proposal is to add a paved access route to the Southwind Dog Park from the northwest corner of the parking lot for Metropolitan Community College and the City of La Vista Library.



*Photo of Southwind Dogpark which lacks accessible access.*

# Active Mobility Proposals

## Safety Improvements / Crossing Proposals

### 19 – Giles Road / Southport Parkway at-grade crosswalk improvements

This project would implement improvements to the at-grade crosswalks across Giles Road at Southport Parkway, following the expansion of Giles Road to three lanes in each direction.

Concept  
Project **10**

### 35 - Giles Road and Southport Parkway crossing - grade separation

This project would ultimately include a grade-separated crossing of Giles Road to connect Southport West and Southport East at Southport Parkway. The current plans to widen Giles Road at this location will result in ten (10) lanes to cross for pedestrians, with only a 4-foot median in the middle of the road, which is not adequate for a safe refuge

### 39 - Cimarron Woods (and elsewhere) ADA compliance

This project focuses on addressing several issues within the Cimarron Woods neighborhood SID that could be improved from an ADA compliance standpoint. There are several inconsistencies with trail and sidewalk widths, appropriately sized crossing ramps, and several places where trails simply end or dump trail users into the street instead of onto other pedestrian/cyclist facilities

## Wayfinding Proposals

### 34 - Giles Corner Park to Thompson Creek Trail wayfinding signs

This project would focus on installing wayfinding signage between Giles Corner Park and the Thompson Creek Greenway Trail along Braun Street and 73rd Avenue to Park View Boulevard. This could be designated as an on-street bike route, or it could involve improving the sidewalks in this corridor.

### 50 – Improve Wayfinding and Signage



Implement the City's Wayfinding Plan to add trail signs, kiosks, and informational signage citywide. Examples include adding street names to the bridges along the West Papio Trail (so trail users know where they are), and along the proposed on-street network (Brentwood, Valley View, Edgewood, etc...) to direct cyclists along the route.

# Active Mobility Proposals

## On Street Proposals

### 21 - Brentwood Drive bike route, 84th to 108th

This project would be an on-street bike route along Brentwood Drive from 108th Street on the west to 84th Street on the east. It would be the spine of the 'southern' internal route across La Vista and would involve a combination of shared bike/car lanes, or "sharrows" from 108th Street to just west of 96th Street, where it would transition to bike lanes from there to approximately 90th Street.

Concept Project 7



### 22 - Valley View Drive bike route, from Portal Greenway Trail to Central Park West

Like Proposal 21, this would be an on-street bike route, using sharrows to connect the northern end of the Portal Greenway to Central Park and ultimately the Thompson Creek Greenway Trail network east of 84th Street.

Concept Project 7



### 23 - Elm Drive/Pine Drive bike route from Brentwood Drive to Harrison Street

This on-street bike route would be created with sharrows and wayfinding signage to connect Proposal 21 and Proposal 22.

Concept Project 7



### 24 - On-street bike route on West Centennial Road, Applewood Creek Trail to Val Verde

This project would create an on-street bike route along West Centennial Road, connecting the Applewood Creek Trail to the Val Verde Park and Trail system. There currently exists a short trail-width shared use path from within the Portal Ridge neighborhood to the Applewood Creek Trail, that stops at 101st Street.

### 25 - Bike blvd along Edgewood Blvd, Park View Blvd, and 78th St, Giles to Harrison

This on-street bike route would provide a north-south cyclist commuter connection between Papillion and Ralston through La Vista, and would provide connectivity to Central Park, the Thompson Creek Greenway Trail network, as well as many destinations including Papillion La Vista High School, La Vista Middle School, La Vista West Elementary School, La Vista City Park, La Vista Civic Center and Community Center.

Concept Project 8

### 26 - Gertrude Street bike route and trail connection to Edna Ave

This project would involve creation of a connection from 108th Street to the Cimarron Woods neighborhood along Gertrude Street through the industrial area east of 108th Street, and then passing behind these buildings and connecting to Edna Ave at 103rd Circle.

# Active Mobility Proposals

## On Street Proposals

### **27 - Bike route along 118th St, Olive St, and Skinner Drive, from West Papio Trail to 108th St**

This project would involve replacing existing sidewalks with or adding a shared use path along Skinner Drive from 108th Street to the west, extending along 110th Street and Olive Street, ending at 118th Street.

### **28 - On-street bike route from 144th St to Highland Blvd along Josephine and Gertrude St**

This project would involve the designation of an on-street bike route along Josephine Street from 144th Street to 132nd Street, and then along Gertrude Street to Highland Boulevard at Harrison Street. This route is currently in the MAPA Bike Map as a low volume street route and could be created simply with sharrows and some wayfinding signage.

### **43 - West Papio Trail / Brentwood Drive bike route connection**

This project would evaluate the best connection from the West Papio Trail trailhead at 109th Street and Harry Anderson Avenue and the Brentwood Drive on-street bike route (Proposal 21).

## Heartland Bike Share Station Proposals



### **55 – Heartland bike share stations near City Centre and at City Library/MCC**

Heartland Bike Share stations are primarily located in Omaha, and they tend to be concentrated in central, downtown, and midtown Omaha. Given the growth in La Vista and the potential for active mobility (with trail systems already in place or planned), adding stations in this central area would help close the gap.

### **56a - Heartland bike share stations at West Papio Trail Trailhead and La Vista Sports Complex**

Phase 2 installation of two (2) Heartland Bike Share stations at the West Papio Trail trailhead on Harry Anderson Avenue and at the La Vista Sports Complex on 66th Street.

### **56b - Heartland bike share stations - Southport West and Southport East**

Phase 3 installation of two (2) Heartland Bike Share stations within Southport West and Southport East.

# Policies and Best Practices



The proposed policies for the La Vista Active Mobility Plan aim to address several key areas, including **filling sidewalk gaps, improving pedestrian amenities, enhancing safety at crossings, and advocating for vulnerable road users.** To implement these policies effectively, a phased approach is recommended, starting with small, incremental steps that can build toward larger, long-term changes. Rather than grouping policies by short-term or long-term implementation, the policies and best practices can be generally grouped into four categories. This balanced approach will allow the City to determine which policies and practices to implement over time to address various challenges and goals to improve mobility.

# Policies and Best Practices

## 1. Prioritize Infrastructure Improvements

Closing sidewalk gaps, repairing pavement, and adding accessible amenities like benches, bike racks, and wayfinding signage are tangible, visible upgrades. Implementing these changes first can demonstrate quick wins and generate community support. Establishing a sidewalk repair fund would also lower costs for neighborhoods, encouraging broader participation in maintaining and expanding sidewalks.



## 2. Advocate for VRU Protections and ADA Compliance

Policies like reviewing ADA access across the city and enhancing pedestrian crossings with countdown timers, signals, and tactile surfaces are critical for ensuring inclusivity and safety. Regular audits and enforcement of ADA standards will make the city more accessible for all users. Advocacy at the state level for Vulnerable Road Users and legislative changes will also be essential for aligning La Vista's mobility goals with broader state policies.



## 3. Educate and Inform the Public

Driver, cyclist, and pedestrian education campaigns will help raise awareness about sharing the road and using new facilities safely. This could be accomplished through public workshops, signage, and social media campaigns. Emphasizing motorist-cyclist interactions, proper use of bike lanes, and promoting safe pedestrian crossings can cultivate a culture of safety.



## 4. Encourage Use of Active Mobility Facilities

To encourage active transportation, initiatives like La Vista-branded bike racks and bike parking cost-share programs at businesses and parks should be prioritized. Promoting these efforts, along with the publication of online bike maps, can make cycling and walking more appealing. Organized community events like "Bike to Work" days or pedestrian-friendly events could further reduce car dependency and improve public health.



# Policies and Best Practices

## Trails / Shared Use Paths Policies

### 74 – Publicize Bike Maps

Identify and map out the proposed bike routes within the City, and then publicize these on the City's website. These maps can also be delivered to regional mapping agencies, such as MAPA, the Papio NRD, the City of Omaha, Sarpy County, and Google for inclusion on their platforms.



## Sidewalks / Streetscape Policies

### 47 – Eliminate Sidewalk Gaps

Work to eliminate sidewalk gaps citywide, either through encouragement to private entities, or through a cost share program of some kind.



### 57 – Encourage Citywide Bike Parking

This policy is aimed at encouraging more bike parking spaces to be dedicated during the planning process.



### 58 & 79 – Improve Pedestrian Amenities

Policy 58 is aimed at small projects by adding amenities to improve the pedestrian space, and to allow users to increase the length of their walks. Policy 79 is aimed at improving comfort in commercial and retail areas.

### 59 – Bike Fix-it Stations

Easily installed bike fix-it stations that include basic tools for cyclists to repair a flat tire, air pumps, adjust seating, etc...

### 60 – Wheelchair Seating Spaces

A relatively simple approach to increasing the ability of those with limited mobility to access the trails around town, and to rest alongside others at benches, without blocking the trails or sidewalks.

### 64 – Review Trail and Sidewalk Widths

This policy is aimed at increasing the effective widths of sidewalks and trails wherever possible, within reason for the surroundings, with a preference for 6 foot wide sidewalks, and 10 foot wide trails.



# Policies and Best Practices

## Sidewalks / Streetscape Policies

### 65 – Review and Update ADA policies

This policy is aimed at reviewing City ordinances and policies related to ADA/PROWAG compliance. It would be good to implement this in tandem with Policies 60, 64, and 71.



### 66 – Truncated Dome Repairs

Continue and add funding to the current program of annual maintenance for identifying and repairing the truncated dome panels used for tactile navigation by the visually impaired.



### 69 – Encourage Pedestrian Facilities and Connections

Policy aimed at encouraging new (and older) developments that did not (or were not required to) install sidewalks and trail connections to look for ways to install these facilities. Either through a 'district' approach or some kind of business fee.

### 70 – Bike Rack Guidance

Provide businesses with information and guidance on best practices for installing bike racks. The example for this comes from a local business that has bike racks, but they are too close to the building to allow for parking of all bikes.

### 71 – Implement ADA Audit Recommendations

The City had an ADA self-check assessment that includes recommendations for each of La Vista's Parks completed in 2022. This policy aims to implement as many of these recommendations during park renovations or during adjacent projects to save time and disturbances to the parks.

### 73 – Sidewalk Repair Fund

This policy would be aimed at creating a cost-share program for residents to reduce the cost of making sidewalk repairs as a larger group. Used in many places throughout the Nebraska, including Grand Island, Waverly, Alliance, Lincoln, and Ashland.

### 75 – Bike Rack Cost Share Program

Similar to the sidewalk cost-share program, this policy would encourage more bike parking by partnering with local businesses to install La Vista branded bike racks at a reduced cost and with reduced permitting.



# Policies and Best Practices

## Safety Improvements / Crossings Policies

### 49 & 78 – Improved painting/marketing or minor fixes of mobility crossings

Policy 49 is focused on small projects aimed at adding (or better maintaining) paint or markings. Policy 78 is focused more simply on better painting/marketing of pedestrian crossings or “ladder” crossings, as described in the Wayfinding Plan.

### 61 – Intersection Improvements

When intersections are improved for traffic, take active mobility into consideration and look for ways to improve safety. Additional signage, dedicated spaces, lane configurations, signals, timing, lighting, etc...

### 62 – Improve Pedestrian Connections

This policy is more focused on pedestrian and cyclist specific crossings, using dedicated signals, such as HAWK (High Intensity Activated Crosswalk Beacon) beacons (like the one in downtown Papillion on 84th Street), RRFB (Rectangular Rapid Flashing Beacon) beacons (like the one across Harry Andersen Boulevard from the West Papio Trail to Golfing Green Drive/Oak Hills Country Club), or other similar treatments.

### 63 – Motorist and Cyclist Education

This policy is aimed at increasing motorist and cyclist awareness of each other, through education and advocacy. Many cyclists aren’t fully aware of the proper etiquette or of the rules of the road. Many drivers feel that cyclists don’t belong on roads, and many pedestrians feel that cyclists don’t belong on sidewalks.

### 67 – Informational / Advisory Signage

This policy is aimed at increasing motorist awareness to the presence of increased pedestrian and cyclist use in higher traffic areas. In areas where traffic volumes are already high, and surrounding uses are adding more pedestrians and cyclists, additional signage can be used to highlight this fact and can be used to direct motorists on the proper way to respond, move, and react when they are present

### 68 – Improved Mobility Communications

Increased communication between the City and mobility community regarding projects of interest, areas of concern, closures, and issues faced by the community.



*Institute of Transportation Engineers & Wyandotte County, KS*

# Policies and Best Practices

## Safety Improvements / Crossings Policies

### 72 – Safe Park Zones

These areas are similar to School Zones and could be installed with similar signage to reduce speeds and raise awareness to the presence of vulnerable road users (children, cyclist, and park users). It would also provide more enforcement abilities for police to ticket speeders.



### 76 – Police Officer Bike Patrols

This policy is aimed at increasing awareness, funding, resources, and equipment for the La Vista Police Department to implement and expand their Bike Patrol program.

### 77 – Active Mobility Considerations

When updating any City ordinances, take active mobility into consideration. Look for ways to make Active Mobility the default stance and prioritize pedestrians and cyclists above motorists. Also review old City ordinances that inhibit or discourage active mobility.

### 80 – Legislative Advocacy

This policy is aimed at advocating for active mobility at the state level when new legislation is proposed. If there are ways to increase safety and mobility, the City should review the proposed changes and write letters of support for the City's desired position.



# Policies and Best Practices

## Summary

Each policy will need approval from the City Council and should be implemented in stages based on feasibility and budget. Not all policies may be applicable in every instance, but their incremental progress will create a more connected, safe, and active city over time. By systematically addressing these areas, focusing on safety, accessibility, and inclusivity, La Vista can develop a robust active mobility network that improves the quality of life for everyone.

The policies and best practices proposed for La Vista have been grouped into four categories, rather than short-term or long-term concepts. Policies should be selected to achieve specific goals and objectives, or to align with other actions the City may desire to take to improve mobility. Some of these policies are already underway or in development, and simply need to be codified with specific objectives and success criteria. Others will require further exploration and evaluation before being considered for adoption.

### 1. Prioritize Infrastructure Improvements:

- 47 – Eliminate Sidewalk Gaps
- 49 – Minor Fixes for Mobility Crossings
- 61 – Intersection Improvements
- 62 – Improve Pedestrian Connections
- 66 – Truncated Dome Repairs
- 73 – Sidewalk Repair Fund

### 2. Advocate for VRU Protections and ADA Compliance:

- 64 – Review Trail and Sidewalk Widths
- 65 – Review and Update ADA Policies
- 71 – Implement ADA Audit Recommendations
- 72 – Safe Park Zones
- 77 – Active Mobility Considerations
- 78 – Painting/Marking of “Ladder” Crossings as per Wayfinding Plan
- 80 – Legislative Advocacy

### 3. Educate and Inform the Public:

- 63 – Motorist and Cyclist Education
- 67 – Informational / Advisory Signage
- 68 – Improved Mobility Communications
- 74 – Publicize Bike Maps
- 76 – Police Officer Bike Patrols

### 4. Encourage Use of Active Mobility Facilities:

- 57 – Encourage Citywide Bike Parking
- 58 – Improve Pedestrian Amenities
- 59 – Bike Fix-it Stations
- 60 – Wheelchair Seating Spaces
- 69 – Encourage Pedestrian Facilities and Connections
- 70 – Bike Rack Guidance
- 75 – Bike Rack Cost Share Program
- 79 – Improve Pedestrian Amenities in Commercial Areas

# Concept Projects

As part of this plan, the **Technical Advisory Committee** selected **ten (10) proposals** (or combinations of proposals) to develop into **conceptual projects**. These projects were developed with high-level planning cost estimates, conceptual level design plans, and visual renderings to facilitate future development into real projects. These projects are not necessarily the highest priority, least expensive, or most publicly supported projects, rather they are projects that the **TAC** desired to have more information prepared to make better decisions to pursue funding and identify potential red flags or design challenges. As a result of this development process, several projects have been identified as possible projects for short-term implementation, local grant funding applications, or further development. Some will require a longer-term approach, and may require additional study, land acquisition, or federal funding requests. Some of these projects (or portions of them) are already in the **City's Capital Improvement Program**, while others may be considered for addition in the very near future. Others may take longer to develop, and would be considered for the CIP in future years.



GILES ROAD

# Concept Projects

## Concept Project 1 - BNSF Cutoff and Applewood Creek Trail to Ralston



- Legend**
- Trail
  - Bridge
  - Shared Use Path

- **Derived from Proposals 1 and 2**
- **Supports Comprehensive Plan Policies:** Live 3.3; Live 4.1; Shop 3.5; Move 1.1; Fun 1.2; Prosper 4.6
- **Cost Estimate:** \$4,446,000

**Concept Project 1** aims to create a vital link between several regional and primary trails, including the **West Papio Trail, Applewood Creek Trail, and Ralston Trail**. This project would primarily make use of existing easements along railroad and creek corridors, with only minor right-of-way (ROW) acquisition needed. These corridors, often unsuitable for development, offer an ideal opportunity for trail expansion. Additionally, the project would provide the potential for extending the future **Hell Creek Trail** northward to **Brookhaven Park**, further enhancing connectivity.

The eastern segment of this trail, east of 96th Street, could be developed as a shared-use path running along **96th Street and Harrison Street**, improving access and safety for pedestrians and cyclists. Coordination with the City of Omaha will be necessary to make the northeastern connection seamless. The project may also require infrastructure modifications, such as retaining walls, culverts, or utility relocations, to accommodate the trail's alignment through these areas.

This project offers a significant opportunity to enhance regional connectivity while utilizing underutilized spaces efficiently.



*The existing BNSF, and specifically the high bridge over Hell Creek, would provide scenic vistas and placemaking opportunities along this trail.*

# Concept Project 2 – Thompson Creek Trail through Mayor’s Park to Keystone Trail

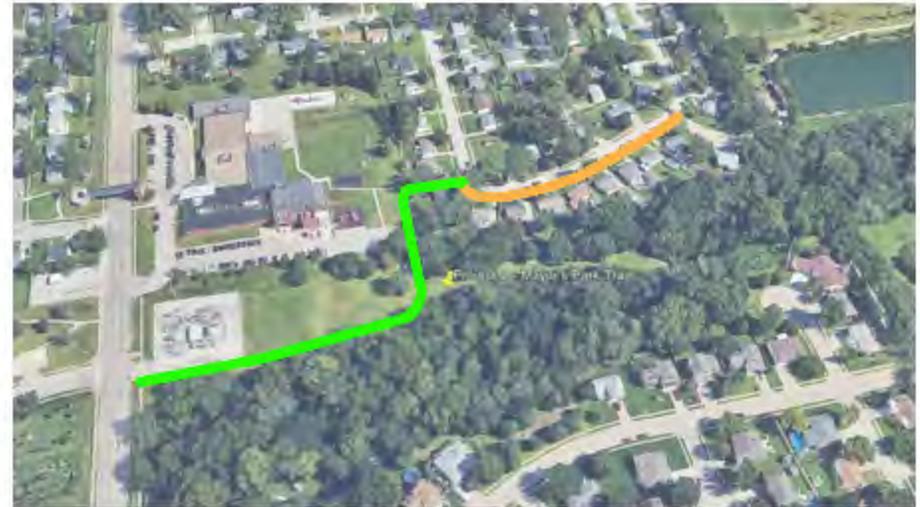
Proposal 4 received high support from the public



- Derived from Proposals 3 and 4
- Supports Comprehensive Plan Policies: Live 4.1; Work 3.4; Shop 3.5; Move 1.7; Prosper 4.6
- Mayor’s Park Trail Segment: \$567,000
- Cost Estimate East Trail Segment: \$2,579,000

**Concept Project 2** proposes a key connection between central La Vista and two major regional trails, the **Keystone Trail** and the **Big Papio Trail**, utilizing the Thompson Creek Greenway as a corridor. This project would extend the trail through **Mayor’s Park**, including building a shared-use path along existing right-of-way on **69th Street**. Coordination with the **PLCS schools** and **OPPD** will be essential to secure access for the western segment of the trail.

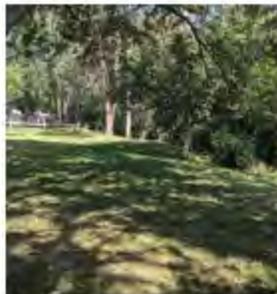
The eastern segment would extend along the north side of **Thompson Creek**, with the construction of a 200-foot bridge over **Papillion Creek** to ensure connectivity. This project would continue the “Sarpy North” corridor into Bellevue, creating a vital east-west link through the area. Notably, the eastern connection to the **Keystone Trail** has garnered the most positive feedback from the public, highlighting its potential as a direct, desirable route for both cyclists and runners coming from the east. This connection would offer enhanced accessibility and convenience for active transportation users while integrating La Vista more fully into the regional trail network.



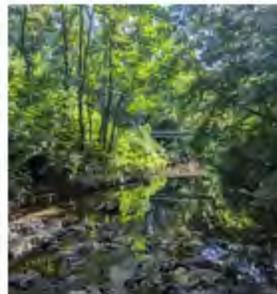
- Legend**
- Trail
  - Bridge
  - Shared Use Path
  - Possible Trailhead and Parking



Existing sidewalk and driveways along 69th Street.



Upper banks along Thompson Creek.



Existing conditions within Thompson Creek.

## Concept Project 3 – West Papio Trail Bridge by Harrison Street



- **Derived from Proposals 7 and 12**
- **Supports Comprehensive Plan Policies:** Live 4.1; Move 1.1; Move 1.7; Shop 3.5; Prosper 4.6
- **Cost Estimate:** \$1,630,000

**Concept Project 3** proposes a crucial connection between the **West Papio Trail** and **Eastport Parkway** via a 150-foot bridge over **West Papio Creek**. This location was strategically selected to avoid significant utility interference and minimize the need for right-of-way (ROW) acquisition. The project would serve as a keystone for the “northern spine” of La Vista’s internal trail network and the **Sarpy North** corridor, linking the city’s western neighborhoods to the city center and providing a long-anticipated connection between the West Papio Trail and Southport.

Initial discussions with regional trail advocates and planners suggest that this project has major support due to its regional significance. Its strategic importance for regional mobility and the potential for improving access to key destinations highlight its strong appeal for grant funding, making it a high-priority project for La Vista’s active transportation goals.

**Legend**     Bridge  
               Shared Use Path



*Bridge location looking southwest*



*Example bridge*

## Concept Project 4 – Harrison Street Bridge over Big Papio and Keystone Connection



Legend  Trail

- **Derived from Proposal 9**
- **Supports Comprehensive Plan Policies:** Live 4.1; Move 1.1; Move 1.7; Shop 3.5; Prosper 4.6
- **Cost Estimate:** \$219,000

**Concept Project 4** aims to create a grade-separated connection from the **Big Papio Trail** to the shared-use path along the south side of **Harrison Street**, providing access to the **La Vista Sports Complex** and eventually linking with the **Thompson Creek Greenway Trail** system. This project offers a cost-effective solution for improving near-term mobility by enhancing trail access and connectivity across key areas in La Vista.

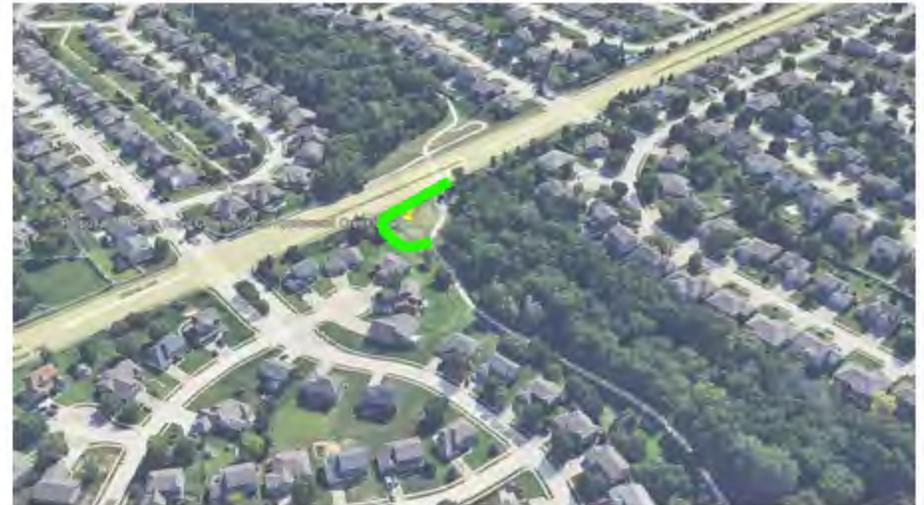
While the initial project is designed as a relatively low-cost upgrade, it is important to consider its future integration **if Harrison Street is ever widened or if the bridge is replaced**. In such cases, the project could be expanded to include a wider shared-use path on the bridge, further enhancing the connection and supporting long-term mobility goals. This project not only provides immediate benefits but also offers flexibility for future infrastructure improvements.

## Concept Project 5 – Giles Road Connection to Applewood Creek Trail

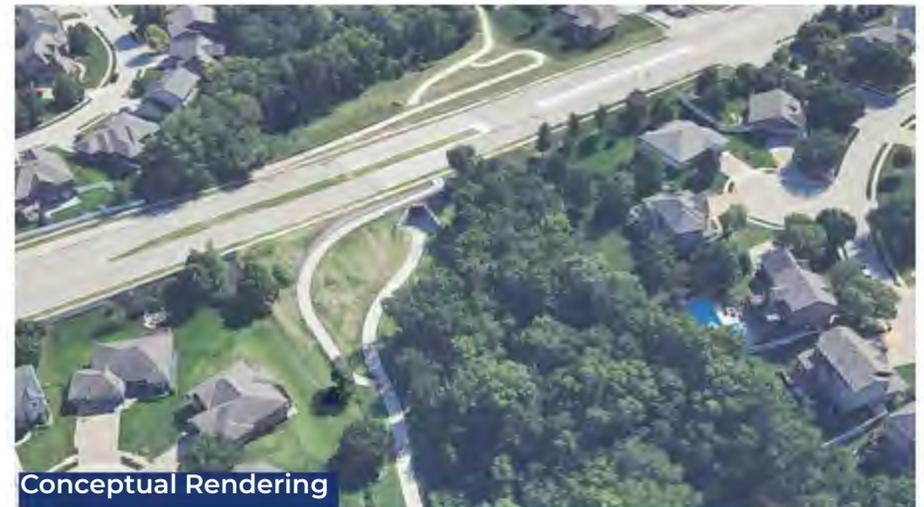
- **Derived from Proposal 17**
- **Supports Comprehensive Plan Policies:** Live 4.1; Shop 3.5; Move 1.1; Move 2.5
- **Cost Estimate:** \$450,000

**Concept Project 5** would create a vital connection from the **Applewood Creek Trail** to the **north side of Giles Road**, enhancing accessibility and encouraging active transportation. Preliminary layouts suggest that the trail could maintain a gentle slope of 4-5%, ensuring ease of use for cyclists and pedestrians. The design clears the existing box culvert, with a similar layout as exists on the south side.

A retaining wall will be necessary, complemented by a railing to ensure user safety. This project is designed to minimize land acquisition impacts, as no additional right-of-way (ROW) is required. To address potential drainage issues, a small culvert may need to be installed.



Legend  Trail



*Existing conditions with recently completed Applewood Creek Trail.*

## Concept Project 6 - Giles Road from 114th to 108th and 114th Street south



- Legend**
- Trail
  - Bridge
  - Shared Use Path



114th Street looking south (trail on right side)

- **Derived from Proposals 14 and 16**
- **Supports Comprehensive Plan Policies:** Prosper 4.6; Live 4.1; Work 3.4; Fun 1.2; Move 1.7
- **Cost Estimate:** \$3,189,000

**Concept Project 6** aims to improve connectivity for southwest La Vista and link key recreational areas, including the **Portal Recreation Area** and **Prairie Queen Recreation Area**, as well as trails planned to extend along Schram Creek southward, under Highway 370, connecting to the Ashbury neighborhoods.

The trail along **114th Street** would be a 10-foot-wide shared-use path, set back 4-6 feet from the road's west edge. Despite the presence of several transmission poles, the trail could meander around them, as there is sufficient right-of-way (ROW) available. A partnership with the City of Papillion would be beneficial to extend the trail south to Valley Ridge Drive, requiring approximately 650 feet of additional trail.

The project would also include a trail along the south side of **Giles Road**, running from 114th Street to the **West Papio Trail**, requiring the construction of a 200-foot bridge over West Papio Creek. Most of the land in this area is currently outlots or public ROW, making it well-suited for trail development. This project would significantly enhance recreational access and connectivity in the region while strengthening partnerships with neighboring municipalities.

**Concept Project 6** would not only connect key recreational areas but also improve access to the light industrial zone west of 114th Street, where sidewalks and non-vehicle pathways are currently inconsistent. This connection would benefit major employers like **Oriental Trading Company** at 114th and Giles Road, providing safer commuting options for employees. Additionally, **Lucky Bucket Brewing** expressed interest in a secure cyclist route to their location, as they frequently host events like the **Pint-A-Gon** for the active mobility community. Establishing a shared-use path here would enhance local connectivity, support active transportation, and strengthen ties between La Vista's commercial areas and recreational networks.

## Concept Project 7 - Brentwood Drive, Valley View, Elm Drive to Thompson Creek Trail

Proposals 21, 22 & 23 received high support from the public



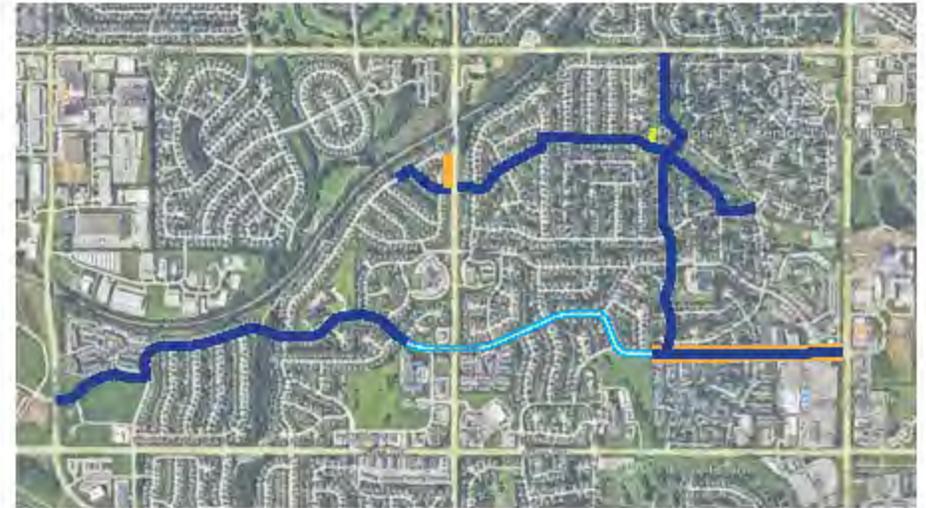
- **Derived from Proposals 21, 22 & 23**
- **Supports Comprehensive Plan Policies:** Live 4.1; Move 1.1; Move 1.2; Move 2.5; Fun 1.2
- **Cost Estimate:** \$245,000

(Cost given for this project assumes painted sharrows only)

**Concept Project 7** proposes an east-west on-street bike route along **Brentwood Drive**, extending from 108th Street to 84th Street, forming the “southern spine” of La Vista’s internal bike network. The project would begin with shared bike/vehicle lanes (sharrows) from 108th Street to just west of 96th Street, transitioning to dedicated bike lanes up to 90th Street. Beyond this point, the route could either revert to sharrows or upgrade the existing sidewalks to shared-use paths along both sides of Brentwood Drive, providing a safer, more accessible route to 84th Street.

A second segment would create a bike route along **Valley View Drive**, using sharrows to connect the northern end of the Portal Greenway with Central Park West and the Thompson Creek Greenway Trail network. This would link with a third segment running north-south along **Elm Drive and Pine Drive**, creating interim connectivity to the Ralston Trail. Together, these routes form a “northern spine” for the city’s bike network, offering clear navigation by following easily identifiable streets, minimizing the need for additional wayfinding signage.

Further study is needed to evaluate the costs of these treatments and manage intersections. A small reduction in on-street parking is expected on Brentwood Drive between the roundabout at 92nd Street and 92nd Avenue. An accessory project could connect apartment complexes along Brentwood Drive, such as The Pointe Apartments and Inwood Village to the bike route. A potential future extension includes developing a shared-use path along **92nd Avenue and Robin Drive** (Proposal 11), or through The Pointe Apartments, linking to the **Giles Road Trail** (Proposal 51).



**Legend**

- Bike Lanes
- Shared Bike Routes
- Shared Use Path



*Bike lanes through a roundabout*

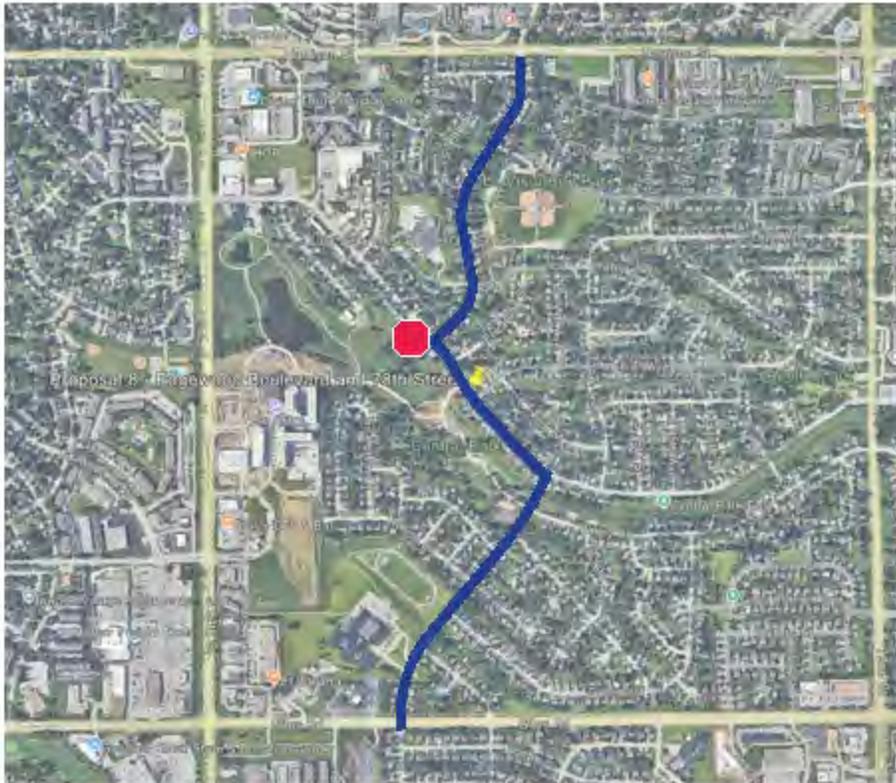
## Concept Project 8 - Edgewood Boulevard and 78th Street, Giles to Harrison (Papillion to Ralston)

- **Derived from Proposal 25**
- **Supports Comprehensive Plan Policies:** Live 4.1; Move 1.1; Move 1.2; Move 2.5; Fun 1.2
- **Cost Estimate:** \$30,000

**Concept Project 8** proposes an on-street bike route along **Edgewood Boulevard, Park View Boulevard, and 78th Street**, that would create a vital north-south commuter connection for cyclists traveling between Papillion and Ralston through La Vista. This route would enhance mobility by linking several key destinations, including Central Park, the Thompson Creek Greenway Trail network, Papillion-La Vista High School, La Vista Middle School, La Vista West Elementary, La Vista City Park, and the La Vista Civic Center and Community Center. The primary treatment for the route would involve installing painted sharrows and wayfinding signage, offering an affordable solution to improve cycling infrastructure.

If a more robust solution is preferred, the roadway could be adjusted to include narrower driving lanes for vehicles, making space for a two-way cycle track or dedicated bike lanes. While this may involve the removal of some on-street parking, the existing roadway width (35 feet) provides sufficient space for these enhancements and could help reduce speeding, which is currently an issue. **Park View Boulevard** would also benefit from similar treatments. Additionally, installing a stop sign at the **intersection of 78th Street and Park View Boulevard** would improve safety for cyclists making left turns onto 78th Street. This stop sign would require a traffic study and would be installed only if warrants were met for the intersection.

This project could serve as a pilot for the community, allowing for a temporary testing period with painted bike lanes and narrower vehicle lanes. This approach would provide an opportunity to gauge the effectiveness of the improvements and assess their impact on traffic speeds and cycling usage.



- Legend**
- Bike Routes
  - Proposed stop sign



## Concept Project 9 – Harrison Street Trail-Bikeway, Giles to Eastport Parkway (under I-80)

- **Derived Proposals 13 and 29**
- **Supports Comprehensive Plan Policies:** Live 4.1; Move 1.1; Move 2.5; Move 1.2; Fun 1.2
- **Cost Estimate:** \$1,000,000

**Concept Project 9** involves two proposals (13 and 19) that together create a critical connection between La Vista’s western neighborhoods —Sunrise Woods, Southridge, and Stonybrook South—and the city center, while also linking these neighborhoods to the **West Papio Trail** via Concept Project 3. The project involves building a shared-use path along **Eastport Parkway**, from the new bridge over the West Papio Creek to Harrison Street, with potential connections to the proposed **Millard Heights Trail** and Millard Heights Park, per the Papio NRD’s plans.

This project should be coordinated with any future improvements to the **Giles/Harrison/126th Street intersection**. There are potential challenges on both sides of the road that need to be considered. While there is more space on the south side of Harrison Street, this area faces complications due to a large hill that casts shadows in the winter, making snow and ice removal more difficult. On the north side of Eastport Parkway, there is a ditch that may need to be relocated or enclosed to accommodate the shared-use path. Despite these challenges, routing the trail on the north side may provide better long-term options for connectivity.

Ultimately, this project will connect with an on-street bike route through western La Vista (Proposal 28) and will link the shared-use paths along Eastport Parkway to destinations further east. This route would play a vital role in creating the “northern spine” of La Vista’s east-west internal connection, providing safe and continuous active mobility across the city.



**Legend** █ Trail █ Shared Use Path



*Eastport Parkway looking toward Harrison*



*Eastport Parkway looking toward West Papio*



**Conceptual Rendering**

*Eastport Parkway looking west (from bridge location)*

## Concept Project 10 - Giles Road crossing at Southport Parkway



Legend  Crossing



- **Derived from Proposal 35**
- **Supports Comprehensive Plan Policies:** Move 1.7; Live 4.1; Shop 1.4; Shop 3.5
- **Cost Estimate:** \$5,194,000

**Concept Project 10** aims to create a grade-separated pedestrian crossing over **Giles Road**, connecting **Southport West** and **Southport East** at **Southport Parkway**. Currently, plans to widen Giles Road at this location will result in a ten-lane roadway, making it challenging for pedestrians to cross safely, as the existing 4-foot median does not provide sufficient refuge. Although an interim solution could involve pedestrian-activated signals to extend crossing times (as outlined in Proposal 19), the long-term solution is the construction of a **pedestrian bridge**.

To meet clearance requirements (20 feet for a truss bridge or 25 feet for a girder bridge) the design would need ramps and stairs. Fortunately, there is enough right-of-way on the west side of the intersection to accommodate this. Pedestrian traffic in the area is expected to grow, especially with new hotels, the CHI MultiSport Complex, and the convention center nearby. Additionally, the bridge could be designed as a prominent landmark, serving as a visually appealing branded gateway into the city for visitors arriving from I-80.

Given the cost and complexity of constructing a grade-separated crossing, interim at-grade improvements should also be considered. **Proposal 19** includes consideration of adding right-turn and median pedestrian refuge islands, leading pedestrian intervals, enhanced pedestrian detection, longer walk cycles, and enhanced intersection lighting.

# Funding and Partnerships



**Funding** and **implementing** active mobility projects requires a multi-faceted approach, utilizing a mix of **grants**, **partnerships**, and **regional collaboration**. A variety of national and state-level resources can provide the necessary funding to bring these projects to life. Programs such as the **RAISE Grants** and the **Transportation Alternatives Program (TAP)**, administered by the U.S. Department of Transportation, offer substantial federal funding for bicycle and pedestrian infrastructure. Additionally, local resources like the **Nebraska Environmental Trust** and regional entities such as the **Papio-Missouri River NRD** provide support for projects that improve active transportation networks, particularly those that enhance environmental sustainability.

# Funding and Partnerships

Projects and proposals from the Active Mobility Plan can be added to the Capital Improvement Program (CIP) through a multi-step process involving **prioritization, approval, and funding allocation**. First, proposed projects are reviewed to ensure they align with the city's broader strategic goals and meet criteria related to safety, accessibility, and community impact. Once vetted, these projects are submitted for inclusion in the CIP, where they compete for funding alongside other city infrastructure needs. To move forward, each project requires approval from **city staff**, relevant **committees**, and eventually the **City Council**. This involves presenting cost estimates, timelines, and any necessary partnerships with other municipalities or funding agencies. After approval, the projects are scheduled for funding over the CIP's multi-year planning horizon as they are incorporated into the budget, allowing for phased implementation based on priority and available resources.

Collaboration with neighboring municipalities like **Omaha, Papillion, Bellevue, and Gretna** can amplify funding opportunities by creating joint projects that serve multiple communities, making them more competitive for federal and state grants. Philanthropic groups and local foundations, such as the **Omaha Community Foundation**, may also offer financial support, particularly for community-oriented and health-focused projects. By exploring these diverse funding avenues and fostering partnerships, La Vista can ensure that its active mobility projects are well-positioned for successful implementation.

On the pages that follow, you'll find the CIP and a variety of funding resources and opportunities, highlighting how La Vista can leverage these tools to finance and execute mobility projects that benefit both local residents and the broader region.



*This mural is located under the Harrison Street bridge over the West Papio Creek.*

# Capital Improvement Program

Cities use their Capital Improvement Program (CIP) to manage and prioritize long-term infrastructure investments, providing a structured framework for funding, and implementing significant projects over time. The CIP serves as a blueprint, typically covering a five- to six-year period, and guides how financial resources will be allocated to support capital projects such as roads, public facilities, parks, and transportation networks. These plans are critical for ensuring that essential infrastructure keeps pace with the growth and needs of the community, while also allowing cities to manage their budget responsibly.

La Vista's CIP outlines the city's planned investments in infrastructure and public amenities. This includes major roadway improvements, public facility upgrades, and enhancements to parks and recreational spaces. For La Vista's Active Mobility Plan, many of the projects outlined in the CIP have the potential to significantly benefit pedestrian and bicycle infrastructure, either directly or through complementary improvements. It is crucial to identify these projects and ensure that they align with the active mobility goals and policies that have been established in the city's comprehensive plan.

Projects such as street upgrades, sidewalk repairs, and park expansions can often be augmented to include enhanced bike lanes, improved pedestrian crossings, or the installation of shared-use paths. Additionally, each project must be reviewed for compliance with ADA standards, as outlined in the PROWAG guidelines, ensuring that all new or retrofitted infrastructure is accessible to people of all abilities. Integrating active mobility elements into these capital investments will create a more connected and inclusive transportation network in La Vista.

Below is a list of projects from the 2025 to 2029 La Vista CIP that either contribute to or require further consideration for supporting active transportation initiatives like trails, bike lanes, sidewalks, and other mobility-enhancing features. Some projects, while not directly aimed at improving mobility, may allow for enhanced mobility features as a result of their implementation, such as street repaving which allows for improved crosswalk painting after construction.

[Click here to access the City of La Vista's current CIP](#)

La Vista  
CIP

# Examples of CIP Projects that Improve Active Mobility

## 2025

**50** Wayfinding Implementation Administration  
ADMN-22-001 \$75,000

**3 5** Thompson Creek 72nd to Edgewood Trail Public Works  
Parks PARK-23-002 \$54,000

**48** 84th Street Trail - Giles to Harrison  
La Vista Public Works - Streets STRT-19-008 \$2,450,000

**61** 99th & Giles Signal Improvements Public Works  
Streets STRT-25-004 \$550,000

## 2026

**50** Wayfinding Implementation Administration  
ADMN-22-001 \$175,000

**48** 84th Street Trail - Giles to Harrison  
La Vista Public Works - Streets STRT-19-008 \$2,715,000

**3 5** Thompson Creek 72nd to Edgewood Trail Public Works  
Parks PARK-23-002 \$20,000

**6** Central Park West Infrastructure Public Works  
Parks PARK-25-001 \$145,000

## 2027

**50** Wayfinding Implementation Administration  
ADMN-22-001 \$175,000

**19 36** Giles Rd Wide M376 (230) Public Works  
Streets STRT-17-003 \$6,000,000

**20** West Giles Road Viaduct (Feasibility Study)  
Public Works - Streets STRT-25-003 \$100,000

**49 78** Street Rehabilitation Public Works  
Streets STRT-99-001 \$1,250,000

**3 5** Thompson Creek 72nd to Edgewood Trail Public Works  
Parks PARK-23-002 \$290,000

**58 67** Streetscape Phase 2 Public Works  
Streets STRT-24-012 \$250,000

**6** Central Park West Infrastructure Public Works  
Parks PARK-25-001 \$1,450,000

## 2028

**50** Wayfinding Implementation Administration  
ADMN-22-001 \$275,000

**49 78** Street Rehabilitation Public Works  
Streets STRT-99-001 \$1,250,000

**58 67** Streetscape Phase 2 Public Works  
Streets STRT-24-012 \$1,500,000

**49 78** 84th Street Resurfacing (10 Year Cycle) Public Works  
Streets STRT-28-003 \$360,000

## 2029

**50** Wayfinding Implementation Administration  
ADMN-22-001 \$200,000

**49 78** Street Rehabilitation Public Works  
Streets STRT-99-001 \$2,500,000

**49 78** 84th Street Resurfacing (10 Year Cycle) Public Works  
Streets STRT-28-003 \$1,800,000

**Note:** This list is not intended to be updated; it instead serves as an example of a snapshot in time of CIP projects that work to improve mobility or provide opportunities to improve mobility.

# Funding and Partnerships

## National and Federal-Level Resources

### **1. RAISE Grants (Rebuilding American Infrastructure with Sustainability and Equity)**

Supports surface transportation projects that promote equity, safety, sustainability, and innovation.

<https://www.transportation.gov/RAISEgrants>

### **2. ATIIIP (Advanced Transportation Infrastructure Investment Program)**

Federal program offering grants for constructing projects to provide safe and connected active transportation facilities in active transportation networks or active transportation spines.

[https://www.fhwa.dot.gov/environment/bicycle\\_pedestrian/atiiip/](https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiiip/)

### **3. Transportation Alternatives Program (TAP) – Federal**

Provides funding for pedestrian and bicycle infrastructure, safe routes to school, and community improvements.

[https://www.fhwa.dot.gov/environment/transportation\\_alternatives/](https://www.fhwa.dot.gov/environment/transportation_alternatives/)

### **4. Safe Streets and Roads for All (SS4A)**

Federal grant initiative focused on reducing roadway crashes and fatalities, supporting local safety projects.

<https://www.transportation.gov/grants/SS4A>

### **5. Other Bipartisan Infrastructure Law (BIL) Grant Programs - Reconnecting Communities.**

Includes various funding streams for transportation infrastructure, with a focus on sustainability and equity.

<https://www.transportation.gov/reconnecting>

### **6. Congestion Mitigation and Air Quality Improvement (CMAQ)**

Funds transportation projects that improve air quality and reduce congestion, encouraging active transportation and alternative fuels. <https://www.fhwa.dot.gov/bipartisan-infrastructure-law/cmaq.cfm>

### **7. Federal Highway Administration (FHWA) Recreational Trails Program**

Provides funding for developing and maintaining recreational trails for motorized and non-motorized users.

[https://www.fhwa.dot.gov/environment/recreational\\_trails/](https://www.fhwa.dot.gov/environment/recreational_trails/)

# Funding and Partnerships

## Nebraska-Specific Resources

### **1. Nebraska Transportation Alternatives Program (TAP)**

State-managed TAP funding for pedestrian, bike, and trail projects, including Safe Routes to School programs.

### **2. Papio-Missouri River Natural Resources District (NRD) Grants**

Local grants supporting regional trail systems, stormwater management, and flood control projects that enhance mobility.

### **3. Nebraska Environmental Trust Fund**

Provides grants for environmental stewardship projects, which can include trail development and green infrastructure.

### **4. Nebraska Game and Parks Commission – Recreational Trails Program**

Offers assistance for trail development, connecting recreational and urban spaces across the state.

### **5. NDOT (Nebraska Department of Transportation) Bike and Pedestrian Program**

Provides guidance and may offer support for bike and pedestrian infrastructure projects, including shared-use paths.

### **6. Heartland 2050 Mini Grants**

Funding for transportation and land use projects in the Omaha-Council Bluffs metro area, including bicycle and pedestrian infrastructure.

### **7. Local Philanthropy and Community Foundations**

Organizations like the Omaha Community Foundation, Rotary Club, Sherwood Foundation and other local philanthropy groups may offer grants for trail development, complete streets, or active mobility.

### **8. Nebraska Economic Development Grants**

Funds allocated through the Nebraska Department of Economic Development can support infrastructure projects that promote economic growth and improve accessibility.

### **9. City of La Vista**

Funding for infrastructure projects, which may include trails, bike lanes, and other mobility infrastructure.

# Funding and Partnerships

## Regional Partnerships with Adjacent Cities

Given La Vista's strategic location between Omaha, Bellevue, Papillion, Ralston, and Gretna, coordination with neighboring municipalities is essential for seamless trail connectivity and maximizing regional benefits. Following are some recommendations to strengthen this coordination:

### 1. Leverage Existing Stakeholder Networks:

Existing entities like the Omaha Trails Coordinating Council, led by the Papio-Missouri River Natural Resources District (NRD), provide a platform for regional collaboration. Including more frequent meetings with representatives from La Vista and growing communities such as Gretna can focus on joint funding strategies, shared maintenance, and intercity trail connections, ensuring projects like the West Papio Creek align regionally.

#### Action Step:

La Vista should advocate for regular meetings of the Trails Coordinating Council to share expertise and align timelines for regional projects.

### 2. Align with Neighboring Cities' Plans:

Coordination with cities like Omaha, Bellevue, and Ralston can enhance trail connectivity across municipal borders. For instance, linking La Vista's proposed trails to Omaha's Keystone Trail and collaborating with Papillion on the West Papio Trail ensures a more comprehensive network. Joint funding applications and shared maintenance responsibilities for cross-city projects are key to long-term success.

#### Action Step:

Review regional trail plans and collaborate with neighboring cities on joint projects.

### 3. Regional Funding Opportunities:

To fund regional trail projects, cities can collaborate on grant applications for programs such as the Transportation Alternatives Program (TAP) and Nebraska Environmental Trust. Demonstrating multi-jurisdictional benefits can increase the likelihood of securing state and federal funds.

#### Action Step:

Form a joint grant-writing team to pursue funding for regional trail projects.

### 4. Consistent Trail Naming and Branding:

Consistent trail names across jurisdictions and standardized signage will enhance user experience. Coordination with the Papio NRD for trail markings and mile markers ensures continuity across city borders, while each city can retain its unique identity through distinct trail features.

#### Action Step:

Work with Papio NRD to maintain consistent naming and marking standards while highlighting each city's unique character.

Through these steps, La Vista can solidify its role as a key player in Sarpy County's growing trail network, enhancing connectivity and recreational opportunities across the region.

# Maintenance

## How do we maintain active mobility infrastructure?

Proper maintenance of trails, bike lanes, crosswalks, and other active mobility infrastructure ensures safety, usability, and long-term durability. Well-maintained facilities encourage people to use non-motorized transportation modes, reducing accidents and extending the lifespan of infrastructure investments.

Regular upkeep prevents hazards such as cracked pavement, faded markings, and damaged signage that can pose risks to cyclists, pedestrians, and other users.

### Typical Maintenance Components:

- 1. Trail Surfaces:** Regular inspections for cracks, potholes, drainage issues, and surface degradation. Repairs may include resurfacing, crack sealing, or repaving.
- 2. Painted Crosswalks and Bike Lanes:** Repainting to ensure visibility of lane markings and crosswalks. Over time, paint can fade due to weather and traffic wear.
- 3. Wayfinding Signage:** Ensuring that signage is legible, free from vandalism, and properly positioned. Replacing or repairing damaged or outdated signs.
- 4. Trail Amenities (benches, bike racks, lighting):** Checking for wear and tear, damage, or vandalism. Regular cleaning and replacing broken or missing items.
- 5. Vegetation Management:** Trimming overgrown trees and bushes that may obstruct visibility or pathways. Maintaining proper landscaping to control erosion and preserve trail aesthetics.

### Maintenance Costs and Time Intervals:

- 1. Trail Surfaces:** For asphalt trails, resurfacing is recommended every 7-15 years, depending on usage and weather conditions. For concrete trails, surface leveling, joint sealing, or crack repairs are recommended every 5-7 years. Annual or bi-annual inspections are recommended to prevent larger repairs.
- 2. Painted Crosswalks and Bike Lanes:** Repainting typically needed every 1-2 years, depending on traffic volume and weather exposure.
- 3. Wayfinding Signage:** Inspection and cleaning should be conducted annually, with replacement needed every 5-10 years.
- 4. Trail Amenities:** Inspections quarterly or bi-annually, with repairs or replacements as needed.
- 5. Vegetation Management:** Requires seasonal trimming and maintenance, typically 1-2 times per year.

**Proper budgeting for maintenance ensures longevity and safety, protecting the investment made in building active mobility infrastructure.**

# Summary & Recommendations

As La Vista moves toward implementing the Active Mobility Plan, the City is poised to transform its transportation network into one that is more accessible, connected, and inclusive for all users. The plan has identified key projects that can be quickly implemented for significant, near-term impacts. These “easy wins” include closing sidewalk gaps, enhancing wayfinding through a unified signage system, and expanding bike racks and bike parking. These initial efforts will establish momentum while laying the groundwork for more comprehensive, long-term improvements.

To fully realize the vision of a well-connected active mobility network, the City should prioritize projects that align with community feedback and target areas with the most immediate need for improved accessibility and safety. A key focus will be making essential connections between existing trails and neighborhoods, adding Heartland Bike Share stations, and ensuring the safety of vulnerable road users (VRUs) through updated crossings and ADA-compliant pathways.

In addition, the City should take proactive steps to increase public awareness and encourage the use of active transportation through educational campaigns, community events, and partnerships with local businesses. This will foster a culture of walking and biking while supporting health and environmental goals. Collaborative efforts with regional partners can help secure funding, enabling larger, more aspirational projects such as underpasses, bridges, and scenic overlooks that will enhance both functionality and aesthetic enjoyment.



# Summary & Recommendations

## 1. Approval and Integration Steps

- **City Council Approval and Comprehensive Plan Adoption:** Submit the Active Mobility Plan for approval by the City Council and adopt it as an official component of the city's Comprehensive Plan.
- **Align with Capital Improvement Program (CIP):** Begin the process of integrating cost effective, high-priority projects from the Active Mobility Plan into the next CIP update and include mobility projects within all future CIP budgets.
- **Coordinate with MAPA:** Work closely with the Metropolitan Area Planning Agency (MAPA) to ensure alignment with regional goals and leverage MAPA's resources for project planning and funding.

## 2. Early Construction and Improvement Projects

- **Implement Quick Wins:** Start with simple construction projects such as filling sidewalk gaps, installing bike racks, and repairing damaged truncated dome panels at crosswalks identified in the initial conditions review.
- **Enhance Crossings:** Make targeted improvements to key pedestrian crossings, focusing on visibility and safety. This could include new striping, signage, and signal adjustments.
- **Pilot Small Projects:** Test smaller-scale infrastructure improvements, such as temporary bike lanes, to gauge community response and refine long-term project plans.

## 3. Funding and Grant Applications

- **Apply for TAP Funding:** Submit applications for TAP (Transportation Alternatives Program) grants for priority projects identified in the plan, emphasizing projects that support regional connectivity.
- **Seek Additional Grants:** Explore other funding sources, such as the Nebraska Environmental Trust, RAISE grants, and community foundation support, particularly for larger projects or those involving multiple jurisdictions.
- **Establish a Joint Grant Committee:** Form an intradepartmental team focused on identifying and applying for grant opportunities, ensuring timely submissions for active mobility projects.

# Summary & Recommendations

## 4. Priority Infrastructure Projects

- **Advance Concept Projects:** Begin design and engineering for high-priority or lower-cost projects like Concept Projects 2, 5, and 8.
- **Address Key Connections:** Prioritize projects that connect to regional trails, such as the proposed link between the West Papio Trail and Southport area (Concept Project 3).
- **Add New Wayfinding Signage:** Install wayfinding signage along major corridors and at trailheads to improve user navigation and enhance the trail experience.

## 5. Education and Awareness Initiatives

- **Staff Training:** Provide training for City staff on ADA accessibility requirements, including PROWAG standards, as well as general best practices in active mobility planning.
- **Active Mobility Awareness Campaign:** Launch a local campaign to raise awareness about new trails, shared-use paths, and safe cycling practices, using digital and physical media to engage the community.
- **Community Events:** Organize car-free days or open-street events on select weekends, allowing users to experience city streets safely and promoting active transportation options.

## 6. School and Community Partnerships

- **Bike/Walk Days with Schools:** Partner with local schools to organize bike and walk-to-school days, helping students and families develop safe, active transportation habits.
- **Safety Education in Schools:** Work with schools to incorporate basic pedestrian and cycling safety education into their programs, encouraging youth engagement in active mobility.
- **Community Organization Collaboration:** Partner with local groups like the Rotary Club or neighborhood associations to promote trail use and organize community bike rides or walks.

# Summary & Recommendations

## 7. Policy and Long-Term Planning

- **Develop a Complete Streets Policy:** Create a Complete Streets policy to ensure future roadway projects incorporate safe, accessible pathways for all users, aligning with active mobility goals.
- **Regular Plan Reviews and Progress Reports:** Establish a system for tracking and reporting progress on the Active Mobility Plan, with plan reviews prepared every two years to keep the plan current and stakeholders informed.
- **Expand Active Transportation to Key Corridors:** Integrate plans to extend shared-use paths and bike lanes along major corridors such as 84th Street, 96th Street, and Giles Road as part of long-term network expansion.

## 8. Monitoring and Data Collection

- **Install Counters on Trails:** Place counters on key trails and paths to monitor usage patterns, which can help inform future project priorities and demonstrate the impact of active mobility investments.
- **Survey Residents:** Conduct regular surveys to gauge resident satisfaction with active mobility options, identifying any barriers to usage and areas for improvement.
- **Evaluate Pilot Projects:** Monitor pilot projects closely and gather data on usage and community feedback, which will be essential in scaling successful projects citywide.

## 9. Regional Coordination and Collaboration

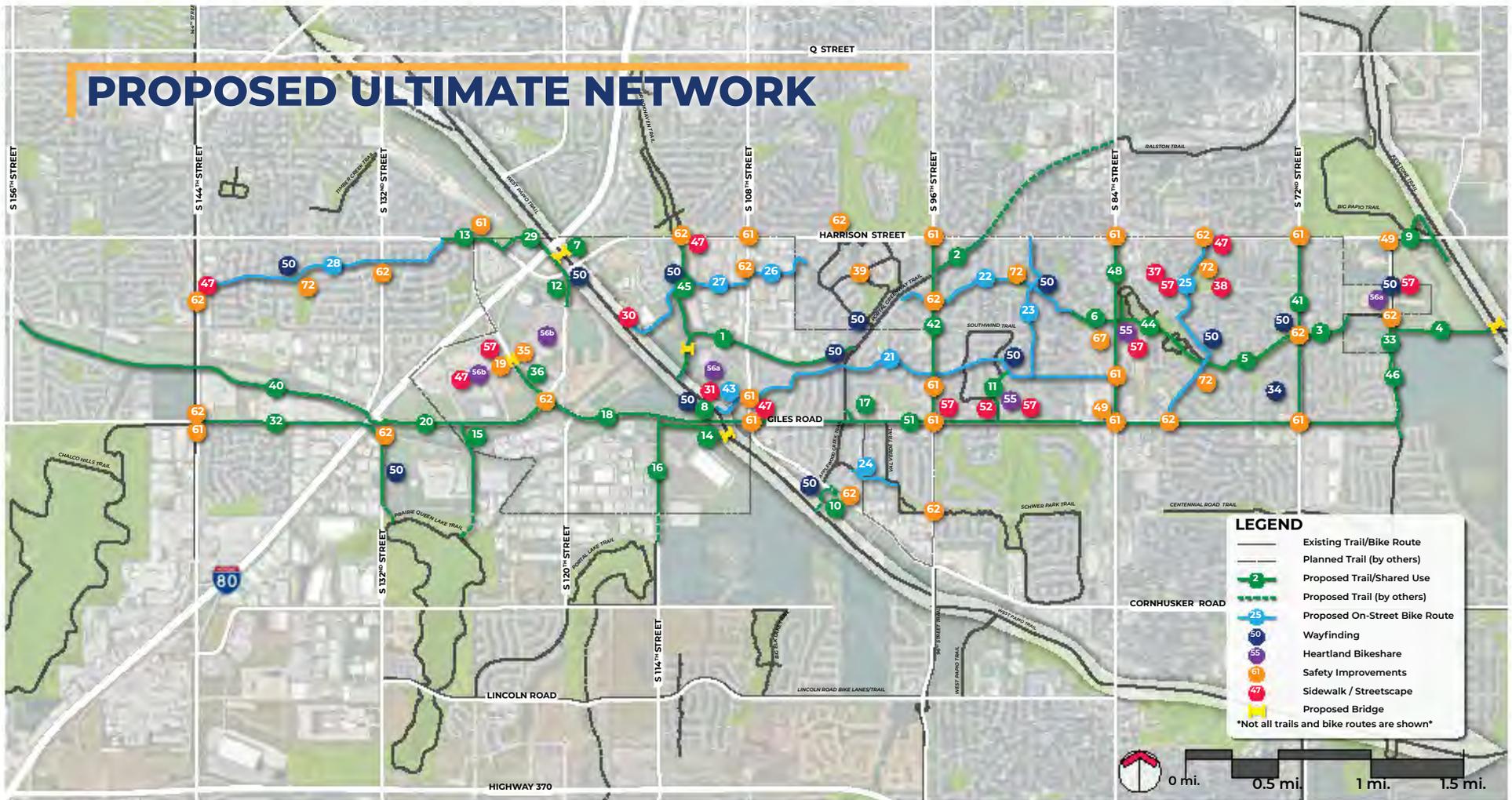
- **Engage with Neighboring Cities:** Coordinate with Omaha, Papillion, Bellevue, Ralston, and Gretna to align La Vista's projects with regional trail systems, creating a cohesive regional network.
- **Work with Papio NRD on Connectivity:** Partner with the Papio-Missouri River NRD to connect La Vista's trails to regional corridors and ensure consistent trail standards, signage, and maintenance.
- **Promote Regional Naming/Branding:** Work with regional partners to brand La Vista's trails as part of the broader Sarpy County and Omaha metro trail network by establishing clear naming conventions, enhancing recognition and appeal for residents and visitors alike.

# Summary & Recommendations

## 10. Additional Recommendations Specifically Aligned with the MAPA and Omaha area SS4A and Vision Zero Initiatives

- **Integrate SS4A and Vision Zero Safety Goals in Local Plans:** Update La Vista's policies to reflect the Omaha Vision Zero's goal of eliminating serious injuries and fatalities, emphasizing protection for vulnerable road users like pedestrians and cyclists
- **Support Infrastructure Projects for High-Safety Standards:** For projects in the Active Mobility Plan, prioritize those that align with the Safe System approach, such as protected intersections, reduced vehicle speeds near crosswalks, and robust ADA-compliant crossings.
- **Establish Data-Sharing Protocols:** Coordinate with MAPA and adjacent cities to share data on crash reports, near misses, and pedestrian usage to better identify high-risk areas in La Vista and inform targeted safety improvements.
- **Secure Funding for Safety Enhancements:** Collaborate with MAPA to apply for Implementation Grants under SS4A, focusing on projects identified in La Vista's plan that support regional safety objectives, especially in high-pedestrian areas and school zones.
- **Pilot Safety Demonstration Projects:** Implement short-term pilot projects, such as quick-build protected lanes or high visibility crosswalks, to test and demonstrate the impact of SS4A-aligned treatments, with potential future expansion across the city.
- **Regional Collaboration for Vision Zero Education:** Partner with MAPA, Omaha, and surrounding communities to develop consistent education and awareness programs targeting drivers, cyclists, and pedestrians, reinforcing safe behaviors across jurisdictions. An example of this would be Papillion's "Drive Like Neighbors" campaign.
- **Enhance School Zone Safety Programs:** Work with Papillion La Vista Community Schools on Vision Zero education and implement school zone improvements, including traffic calming measures, enhanced crossings, and signage to protect young pedestrians.

# PROPOSED ULTIMATE NETWORK



## Other Proposed Policies

- |                                     |  |  |
|-------------------------------------|--|--|
| 63 Motorist and Cyclist Education   | 58 Improve Pedestrian Amenities                    | 70 Bike Rack Guidance  |
| 67 Informational / Advisory Signage | 59 Bike Fix-it Stations                            | 71 Implement ADA Audit Recommendations                       |
| 68 Improved Mobility Communications | 60 Wheelchair Seating Spaces                       | 73 Sidewalk Repair Fund                                      |
| 76 Police Officer Bike Patrols      | 64 Review Trail and Sidewalk Widths                | 75 Bike Rack Cost Share Program                              |
| 77 Active Mobility Considerations   | 65 Review and Update ADA policies                  | 79 Improve Pedestrian Amenities in Commercial & Retail Areas |
| 78 Improve Painting for Crossings   | 66 Truncated Dome Repairs                          | 74 Publicize Bike Maps                                       |
| 80 Legislative Advocacy             | 69 Encourage Pedestrian Facilities and Connections |  |



Wayfinding



Safety Improvements



Trails / Shared Use Paths



On Street

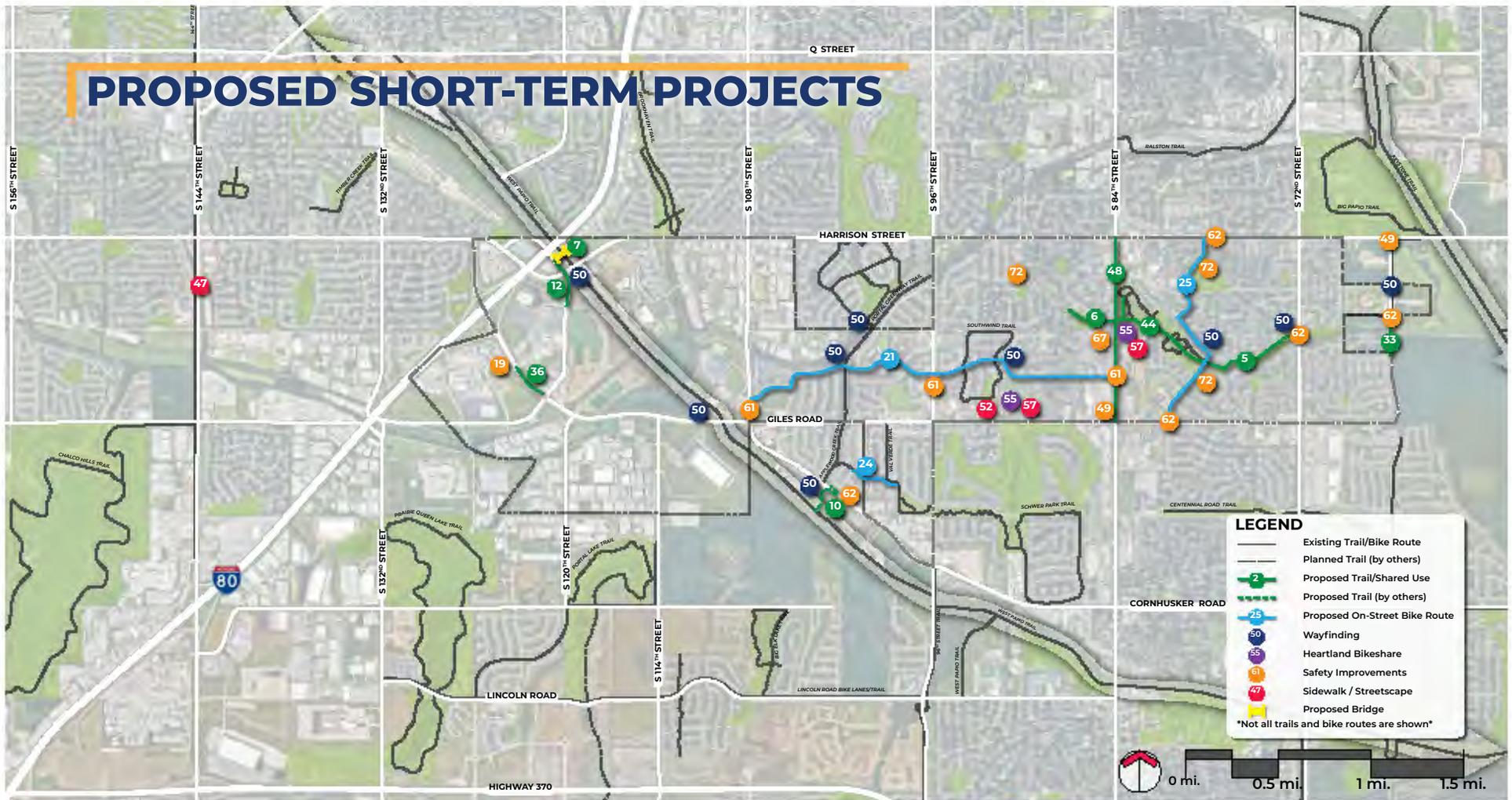


Sidewalk / Streetscape

# La Vista Active Mobility Plan



# PROPOSED SHORT-TERM PROJECTS



- 5 Thompson Creek Trail from Central Park to 72nd Street
- 6 Central Park to Central Park West Trail extension from City Centre to Valley View Drive
- 7 Bridge over West Papio Creek from trail to Southport
- 10 Portal Road crossing and West Papio Trail connection
- 12 Shared use path along Eastport Parkway from new West Papio Creek bridge
- 33 66th Street Trail connection to Ardmore East
- 36 Giles Road Trail from Southport Parkway to Eastport Parkway

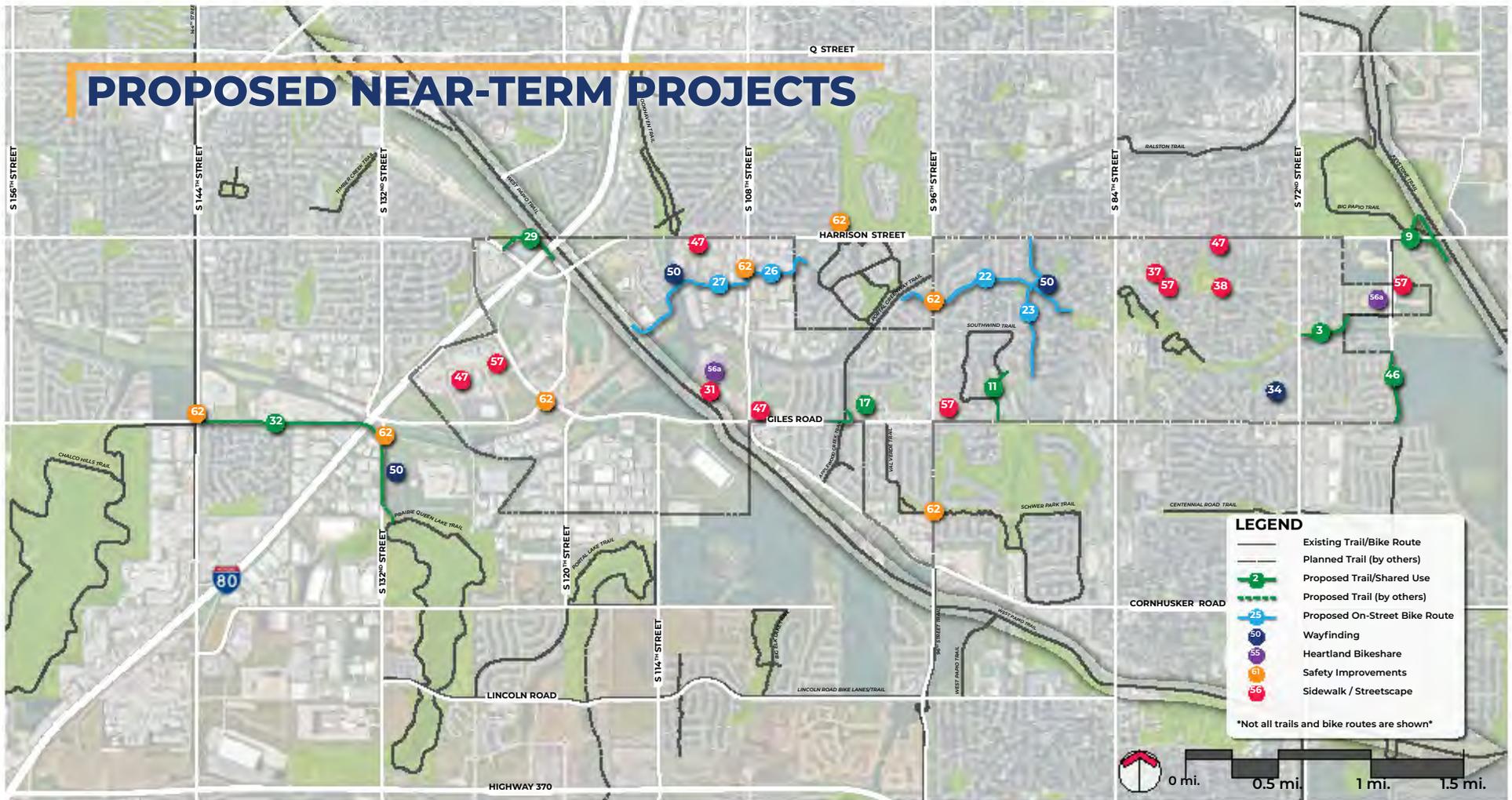
- 44 Central Park interior trail improvements
- 48 84th Street Trail (along both sides) from Giles to Harrison
- 21 Brentwood Drive bike route, 84th to 108th
- 24 On-street bike route on West Centennial Road, Applewood Creek Trail to Val Verde
- 25 Bike boulevard along Edgewood Boulevard, Parkview Boulevard, and 78th Street, Giles to Harrison
- 50 Improve Wayfinding and Signage
- 55 Heartland bike share stations
- 19 Giles Road / Southport Parkway at-grade crosswalk improvements

- 49 Improve Painting for Crossings
- 61 Intersection Improvements
- 62 Improve Pedestrian Connections
- 67 Informational / Advisory Signage
- 72 Safe Park Zones
- 47 Eliminate Sidewalk Gaps
- 52 Southwind Dog Park Accessibility
- 57 Encourage Citywide Bike Parking

## La Vista Active Mobility Plan



# PROPOSED NEAR-TERM PROJECTS

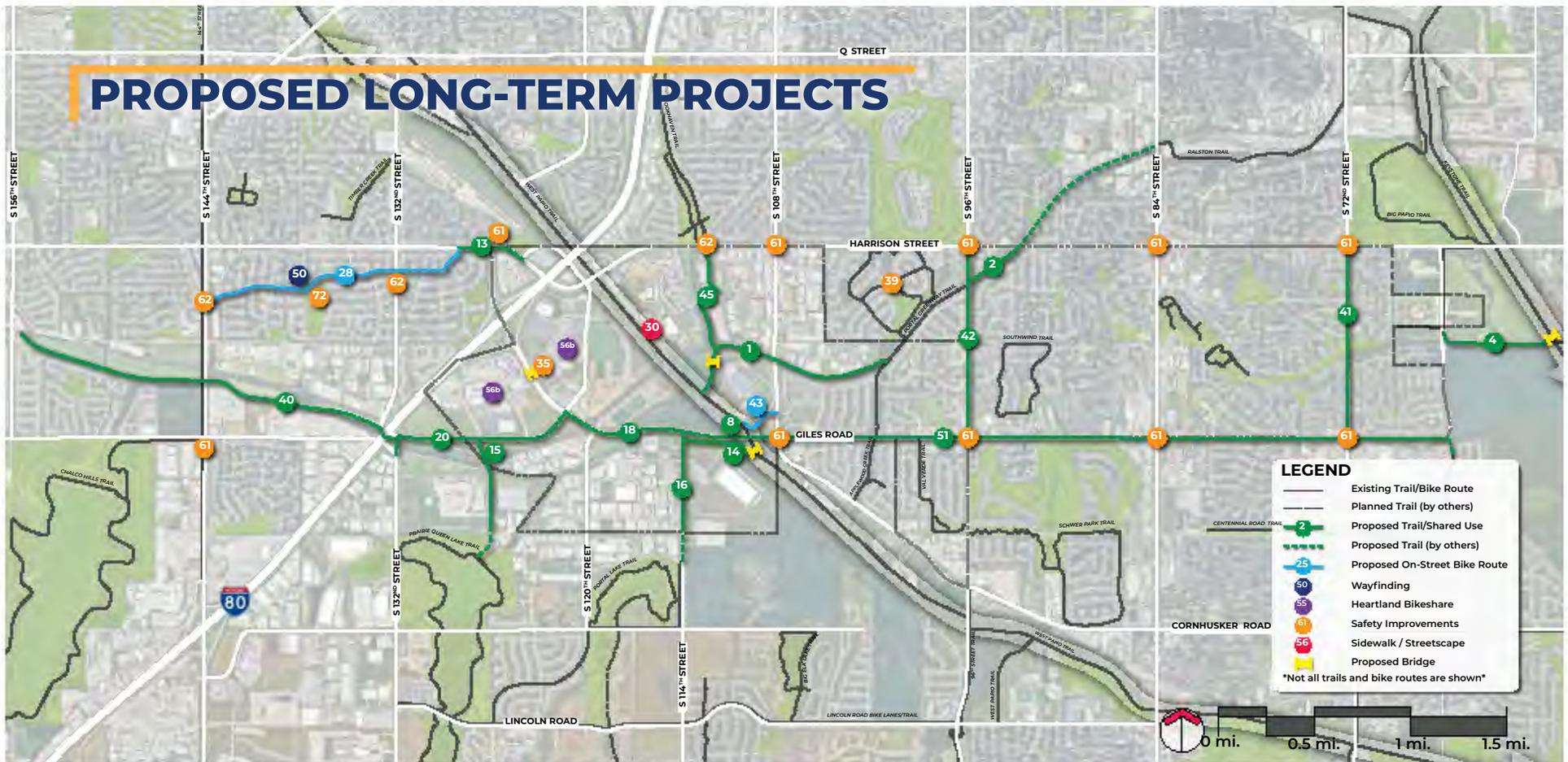


- |   |   |   |
|---|---|---|
| <ul style="list-style-type: none"> <li><b>3</b> Mayor's Park Trail from 72nd Street to La Vista Sports Complex</li> <li><b>9</b> Grade separated connection from Harrison Street Trail to Big Papio/Keystone Trails</li> <li><b>11</b> Shared Use Path/Trail along 92nd Ave and Robin Drive from Brentwood Drive to Giles Road</li> <li><b>17</b> Giles Road to Applewood Creek Trail connection on north side</li> <li><b>29</b> Shared use path along Eastport Parkway from new West Papio Creek bridge to Harrison Street</li> <li><b>32</b> Chalco Hills to Prairie Queen connector</li> <li><b>46</b> 66th Street Trail connection from Giles to Ardmore East</li> </ul> | <ul style="list-style-type: none"> <li><b>22</b> Valley View Drive bike route, from Portal Greenway Trail to Central Park West</li> <li><b>23</b> Elm Drive/Pine Drive bike route from Brentwood Drive to Harrison Street</li> <li><b>26</b> Gertrude Street bike route and trail connection to Edna Ave</li> <li><b>27</b> Bike route along 118th Street, Olive Street, and Skinner Drive, from West Papio Trail to 108th Street</li> <li><b>34</b> Giles Corner Park to Thompson Creek Trail wayfinding signs</li> <li><b>50</b> Improve Wayfinding and Signage</li> <li><b>56a</b> Heartland bike share stations at West Papio Trail Trailhead (108th Street) and La Vista Sports Complex (66th Street)</li> </ul> | <ul style="list-style-type: none"> <li><b>62</b> Improve Pedestrian Connections</li> <li><b>31</b> Expanded parking at Harry Andersen and 109th Street trailhead</li> <li><b>37</b> Community Center / La Vista West Elementary / City Centre connectivity</li> <li><b>38</b> Triangle Park, City Park, Hollis Park connectivity</li> <li><b>47</b> Eliminate Sidewalk Gaps</li> <li><b>56</b> Heartland bike share stations at West Papio Trailhead (108th Street) and La Vista Sports Complex (66th Street)</li> <li><b>57</b> Encourage Citywide Bike Parking</li> </ul> |
|---|---|---|

## La Vista Active Mobility Plan



# PROPOSED LONG-TERM PROJECTS

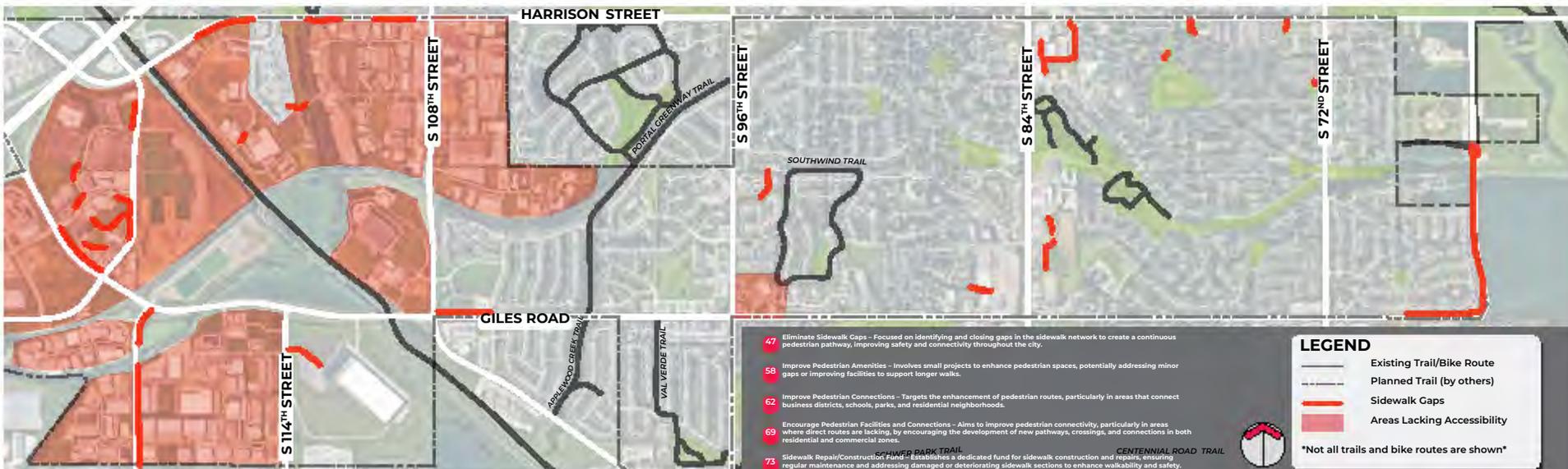


- |  |  |   |
|--|--|---|
| 1 Applewood Creek Trail to West Papiro Trail connection                | 20 West Giles Road Trail/Bikeway from 132nd Street to Eastport Parkway                               | 50 Improve Wayfinding and Signage                                     |
| 2 Applewood Creek Trail to Ralston Trail connection                    | 40 South Papiro Trail (from 132nd to 156th)  | 56b Heartland bike share stations - Southport West and Southport East |
| 4 Keystone Trail connection from La Vista Sports Complex               | 41 72nd Street trail/sidewalk/shared use path (along east side)                                      | 35 Giles Road and Southport Parkway crossing - grade separation       |
| 8 Giles Road Trail from 114th Street to 108th Street                   | 42 96th Street trail/sidewalk/shared use path (along either side)                                    | 39 Cimarron Woods (and elsewhere) ADA compliance                      |
| 13 Harrison Street Trail connection to Highland Drive                  | 45 Hell Creek Trail from West Papiro Trail to Olive Street   | 61 Intersection Improvements  |
| 14 Giles Road Trail (south side) and bridge to West Papiro Trail       | 51 Giles Road Trail (108th to 66th Street, north side)   | 62 Improve Pedestrian Connections                                     |
| 15 126th St, Prairie Queen to Costco                                   | 28 On-street bike route from 144th Street to Highland Boulevard along Josephine and Gertrude Streets | 30 Parking/Trailhead along 118th Street near Emiline or Olive         |
| 16 114th Street Trail (west side) from Giles Road to Portal Lake Trail | 43 West Papiro Trail / Brentwood Drive bike route connection   |   |
| 18 Giles Road Trail/Bikeway  |  |   |

## La Vista Active Mobility Plan



# EXISTING SIDEWALK GAPS AND AREAS LACKING ACCESSIBILITY



- 47 Eliminate Sidewalk Gaps - Focused on identifying and closing gaps in the sidewalk network to create a continuous pedestrian pathway, improving safety and connectivity throughout the city.
- 58 Improve Pedestrian Amenities - Involves small projects to enhance pedestrian spaces, potentially addressing minor gaps or improving facilities to support longer walks.
- 62 Improve Pedestrian Connections - Targets the enhancement of pedestrian routes, particularly in areas that connect business districts, schools, parks, and residential neighborhoods.
- 69 Encourage Pedestrian Facilities and Connections - Aims to improve pedestrian connectivity, particularly in areas where direct routes are lacking, by encouraging the development of new pathways, crossings, and connections in both residential and commercial zones.
- 73 Sidewalk Repair/Construction Fund - Establishes a dedicated fund for sidewalk construction and repairs, ensuring regular maintenance and addressing damaged or deteriorating sidewalk sections to enhance walkability and safety.

**LEGEND**

- Existing Trail/Bike Route
- Planned Trail (by others)
- Sidewalk Gaps
- Areas Lacking Accessibility

**\*Not all trails and bike routes are shown\***

## La Vista Active Mobility Plan



# Supplemental Materials Provided as part of the Study

**Project Management:**

Meeting Agendas and Presentations

**Public Input:**

Survey results, stakeholder meetings, open house, and other public events

**Proposals and Policies:**

Proposal and Policy descriptions, phasing, and categorization

**Concept Projects:**

Plan Sheets and Cost Estimates

**Outside Report:**

Past Studies and Resources

# References

It should be noted that the available resources, funding sources, guidelines, and assistance for pedestrian, bicyclist, and other active mobility infrastructure and best practices is ever-changing, and that additional resources and tools will become available over time. All links are current as of publication date: January 2025.

## Existing Conditions and Resources

Includes maps, data, reports, and information from the City of La Vista, Omaha area, and websites related to mapping existing data.

[City of La Vista Your Government](#)

[City of La Vista Planning Commission](#)

[City of La Vista Comprehensive Plan](#)

[City of La Vista Streetscape Plan](#)

[City of La Vista Corridor 84](#)

[Look Out La Vista](#)

[MAPA Omaha Metropolitan Area Bicycle Map](#)

[Metro Omaha Trails by Papio-Missouri River NRD](#)

[TrailLink Omaha, NE Trails](#)

[MAPA Omaha Area Bike Map PDF](#)

[ModeShift Omaha Transportation Info](#)

[Sarpy County GIS](#)

[La Vista Active Mobility Plan RFQ News](#)

[City of Omaha Parks and Trails](#)

[Papio NRD Neighborhood Expanded Access to Trails \(NEAT\) Study \(GIS Story Map\)](#)

[Papio NRD Neighborhood Expanded Access to Trails \(NEAT\) Study \(Report\)](#)

[Strava Global Heatmap](#)

[RideWithGPS Heatmap](#)

[Great Runs Omaha - Keystone Trail](#)

[THOR Trails](#)

[Greenstreet Cycles Local Trails](#)

[Heartland Bike Share - News](#)

# References

## Reasons to Improve Mobility

Includes websites about ADA, PROWAG, safety, equity, wayfinding, intrinsic value, and placemaking.

[Access Board PROWAG](#)

[ModeShift Omaha Meeting Recap on Omaha's Active Mobility Plan](#)

[Keep Omaha Moving Urban Core Street Reconfiguration Study](#)

[Rails-to-Trails Great American Rail-Trail Impact](#)

[All Bodies on Bikes](#)

[National Highway Traffic Safety Administration \(NHTSA\)](#)

[Vulnerable Road Users Assessment - Nebraska DOT](#)

[Smart Growth America](#)

[StoryMaps Active Mobility](#)

[Safe Routes Partnership](#)

[Safe Streets and Roads for All \(SS4A\)](#)

[Vision Zero Omaha](#)

[Nebraska's Strategic Highway Safety Plan Vulnerable Road Use Assessment](#)

## Facility Types, Design Guidelines, Resources, Policies, and Assistance

Includes websites about various types of mobility treatments, best practices, policies, design guidelines, and assistance.

[U.S. Department of Transportation - Active Transportation](#)

[FHWA - Federal Highway Administration](#)

[NACTO \(National Association of City Transportation Officials\)](#)

[Smart Growth America Rural Roadmap](#)

[Active Transportation Alliance](#)

[Getting Involved in Active Transportation Plans](#)

[Active Transportation Alliance Bike Walk Every Town](#)

[Active Transportation Resource Center](#)

[Omaha Traffic Calming Program](#)

[FHWA Safe Systems Approach](#)

# References

## **National and Federal-Level Funding Resources**

[RAISE Grants](#)  
[ATIIP \(Advanced Transportation Infrastructure Investment Program\)](#)  
[Transportation Alternatives Program \(TAP\) – Federal](#)  
[Safe Streets and Roads for All \(SS4A\)](#)  
[Bipartisan Infrastructure Law \(BIL\)](#)  
[Congestion Mitigation and Air Quality Improvement \(CMAQ\)](#)  
[FHWA Recreational Trails Program](#)  
[PeopleForBikes Community Grant Program](#)  
[America Walks Community Change Grant](#)

## **Nebraska-Specific Funding Resources**

[Nebraska Transportation Alternatives Program \(TAP\)](#)  
[Nebraska Environmental Trust Fund](#)  
[Nebraska Game and Parks Commission – Recreational Trails Program](#)  
[NDOT Highway Safety Office Grants](#)  
[Land and Water Conservation Fund \(LWCF\)](#)  
[Heartland 2050 Mini Grants](#)  
[Nebraska Economic Development – Community Development Block Grants \(CDBG\)](#)  
[Nebraska Tourism Commission Grant Programs](#)

## **Local and Philanthropic Funding Resources**

[Nebraska Trails Foundation](#)  
[Omaha Community Foundation](#)  
[Sherwood Foundation](#)  
[Heartland Bike Share Sponsorships and Grants](#)  
[Papio-Missouri River NRD Partnerships](#)

# LA VISTA

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**CITY OF LA VISTA  
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
REDEVELOPMENT PLAN FOR THE 84 <sup>TH</sup> STREET REDEVELOPMENT AREA – AMENDMENT NO. 4	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled with respect to the proposed Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 4 (“Amendment No. 4”). A proposed resolution is presented for the La Vista Community Development Agency (“Agency”) to recommend Amendment No. 4 to the City Council for approval.

**FISCAL IMPACT**

Funds are budgeted for public improvements and expenditures in the 84<sup>th</sup> Street Redevelopment Area, and such budgeted amounts, public improvements and expenditures are not modified by this Amendment No. 4.

**RECOMMENDATION**

Approval, subject to City Council adoption of a proposed amendment to the Comprehensive Development Plan to incorporate Amendment No. 4 into the Comprehensive Plan.

**BACKGROUND**

The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment (“Redevelopment Area”) and created the La Vista Community Development Agency (“Agency”), governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings. To eliminate and prevent recurrence of the substandard and blighted area and with Planning Commission recommendations, the Agency recommended, and the City Council subsequently approved, the *Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area* (“Initial Redevelopment Plan”), Amendment No. 1, Amendment No. 2, and Amendment No. 3 in 2013, 2016, 2020 and 2024 respectively, (the Initial Redevelopment Plan, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 is referred to in this council report as “Redevelopment Plan”), which among other things included and further refined a mixed use redevelopment project and a public improvement redevelopment project within the Redevelopment Area. The Comprehensive Development Plan (“Comprehensive Plan”), which is the general plan for development of the City as a whole, also was amended with the recommendation of the Planning Commission in 2013, 2016, 2020 and 2024 to incorporate the Initial Redevelopment Plan, Amendment No. 1, Amendment No. 2, and Amendment No. 3, and accordingly the Initial Redevelopment Plan, Amendment No. 1, Amendment No. 2, and Amendment No. 3 each was in conformity with the Comprehensive Development Plan and general plan for development of the City as a whole.

An additional proposed amendment to the Redevelopment Plan, titled “Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 4” (“Amendment No. 4”) is presented at this meeting to provide further specificity with respect to additional private improvements to be constructed within La Vista City Centre, Replat 6 as part of the Subsequent Phases of the Mixed Use Redevelopment Project, for operation and use as a hotel. A proposed amendment to the Comprehensive Plan also is presented at this meeting that would incorporate Amendment No. 4 into the Comprehensive Plan (“Comprehensive Plan Amendment”). Replat 6 will be considered for approval later in the agenda.

The Planning Commission after notice and public hearing on December 19, 2024 reviewed and voted unanimously to recommend to the Agency and governing body of the City Amendment No. 4 as in conformity, and conformity of the Redevelopment Plan as amended by Amendment No. 4, with the Comprehensive Plan, subject to, among other things, City Council adoption of an amendment to the Comprehensive Plan to incorporate Amendment No. 4 into the Comprehensive Plan. The Planning Commission, after notice and public hearing on December 19, 2024 also voted unanimously to recommend City Council approval of the Comprehensive Plan Amendment to incorporate Amendment No. 4, subject to, among other things, City Council adoption of Amendment No. 4. Such recommendations of the Planning Commission are on file with the Agency and City Council pursuant to a Certificate of the Chairman of the Planning Commission.

A proposed resolution is presented for the Agency to recommend Amendment No. 4 to the City Council for approval.

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

A RESOLUTION OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY ADOPTING AND RECOMMENDING AMENDMENT NO. 4 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA PURSUANT TO NEBRASKA STATUTES, SECTIONS 18-2101 THROUGH 18-2157.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council, as the governing body of the La Vista Community Development Agency, ("Agency") do hereby find, determine, declare and approve as follows:

- I. **FINDINGS.** The Mayor and City Council hereby find and determine as follows:
  - A. The La Vista Comprehensive Plan, Updated December 2018, as amended October 15, 2024 ("Comprehensive Development Plan" or "Comprehensive Plan") is the general plan for the development of the City as a whole as amended.
  - B. The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment ("Redevelopment Area").
  - C. To eliminate and prevent recurrence of the substandard and blighted area and upon public hearings and recommendations of the Agency and Planning Commission, the City, following public hearings, approved a Redevelopment Plan "84th Street Redevelopment Area" in 2013 ("2013 Redevelopment Plan"), Amendment No. 1 to the Redevelopment Plan in 2016, Amendment No. 2 in 2020, and Amendment No. 3 in 2024 (such 2013 Redevelopment Plan, as amended by Amendment No. 1, Amendment 2 and Amendment No. 3, is referred to herein as "Redevelopment Plan"), which among other things included and further refined a mixed-use redevelopment project and a public improvement redevelopment project within the Redevelopment Area.
  - D. Following public hearings and recommendations of the Planning Commission, the Comprehensive Development Plan at each point described in "C" above was contemporaneously amended to incorporate the 2013 Redevelopment Plan, Amendment No. 1, Amendment No. 2 and Amendment No. 3, and accordingly the 2013 Redevelopment Plan, Amendment No. 1, Amendment No. 2, Amendment No. 3, and the Redevelopment Plan as amended, each was in conformity with the Comprehensive Development Plan and general plan for development of the City as a whole.
  - E. Proposed "Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 4" is presented at this meeting as prepared or caused to be prepared by the Agency ("Amendment No. 4"), to provide further specification with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project within the Redevelopment Area. Amendment No. 4 shall supersede and control over any provisions of the Redevelopment Plan to the extent any provision of such Redevelopment Plan is inconsistent with Amendment No. 4, and all provisions of such Redevelopment Plan are deemed revised, modified, and amended to be consistent with the provisions of Amendment No. 4. Terms

and conditions of the Redevelopment Plan shall continue in effect except as modified by Amendment No. 4.

- F. The Agency, in recommending and adopting the 2013 Redevelopment Plan, designated the substandard and blighted 84<sup>th</sup> Street Redevelopment Area as appropriate for one or more renewal projects (redevelopment projects pursuant to applicable State Statutes as amended), which designation the Agency ratified and affirmed in Amendment No. 1, Amendment No. 2 and Amendment No. 3, and hereby ratifies and affirms in connection with recommendation and adoption of Amendment No. 4. Accordingly, the 84th Street Redevelopment Area is a community redevelopment area, and all works and undertakings in such Area pursuant to Amendment No. 4, the Redevelopment Plan, Mixed Use Redevelopment Project, Public Improvement Redevelopment Project, or Neb. Rev. Stat. Sections 18-2101 through 18-2157 ("Community Development Law") constitute one or more redevelopment projects. Furthermore, the Agency, in recommending and adopting Amendment No. 1, designated the 84th Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the Agency ratified and affirmed in connection with recommendation and adoption of Amendment No. 2 and Amendment No. 3 and hereby ratifies and affirms in connection with recommendation and adoption of Amendment No. 4 and may be carried out from time to time in one or more actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.
- G. City Staff proposes by separate action of the Mayor and City Council on behalf of the City an amendment to the Comprehensive Development Plan to incorporate Amendment No. 4, as finally approved, into the City's Comprehensive Development Plan ("Proposed Comprehensive Plan Amendment").
- H. The proposed modification of the Redevelopment Plan as represented in Amendment No. 4 and Redevelopment Plan as amended:
1. Is for one or more community redevelopment areas, or redevelopment projects, which conforms to the general plan for the development of the City as a whole, as set forth in the City's Comprehensive Development Plan, subject to City Council approval of the Proposed Comprehensive Plan Amendment, and is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements, and
  2. Is sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in each redevelopment project area, and
  3. Includes among other things:
    - a. The boundaries of each redevelopment project area, with a map showing the existing uses and condition of the real property therein,
    - b. A land-use plan showing proposed uses of each area,

- c. Information regarding standards of population densities, land coverage and building intensities in each area after redevelopment,
  - d. A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinance.
  - e. A site plan of each area,
  - f. A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in each area after redevelopment, and
  - g. A proposal for the designation of an enhanced employment area as provided in Amendment No. 2. No additional or different designation of enhanced employment area or determination is made in connection with Amendment No. 4.
- I. The Agency submitted said Amendment No. 4 to the Planning Commission of the City of La Vista for review and recommendations as to its conformity with the general plan for development of the City as a whole as set forth in the Comprehensive Development Plan of the City, subject to adoption of the Proposed Comprehensive Plan Amendment. The Planning Commission, after required notice, held a public hearing on proposed Amendment No. 4. The Planning Commission after said hearing reviewed proposed Amendment No. 4 and, taking into consideration all relevant factors including the Proposed Comprehensive Plan Amendment and any public comments at the public hearing, made findings and written recommendations with respect to proposed Amendment No. 4, including that proposed Amendment No. 4 (and the Redevelopment Plan as amended by Amendment No. 4) is in conformity with the general plan for the development of the City as a whole as set forth in the Comprehensive Development Plan of the City, subject to various conditions including City Council adoption of the Proposed Comprehensive Plan Amendment; and the Planning Commission recommended Amendment No. 4 for approval. The findings and written recommendations were submitted and presented to the Agency, as well as to the City Council with proposed Amendment No. 4, as on file with the City Clerk. The Planning Commission also considered and recommended the Proposed Comprehensive Plan Amendment for approval.
- J. The Agency, before recommending Amendment No. 4 to the City Council for approval, considered, and in making such recommendation determined, the following in connection with the additions, subtractions, and modifications made by said amendment, and the Redevelopment Plan as amended by Amendment No. 4: Whether the proposed land uses and building requirements in each redevelopment project area are designed with the general purpose of accomplishing, in conformance with the City's general plan as set forth in the City's Comprehensive Development Plan (subject to City Council adoption of the Proposed Comprehensive Plan Amendment), a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and

the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight. Factors considered include, without limitation, the following:

1. Proposed public improvements, including without limitation public street, intersection, and offstreet parking improvements, will make adequate provision for traffic and vehicular parking.
2. Buildings and other improvements will be designed and constructed in accordance with applicable fire and safety codes, which will promote safety from fire, panic, and other dangers.
3. Planned public and private recreational, entertainment, and community areas and facilities, and placement of buildings of the Mixed Use Redevelopment Project will be designed to provide for light and air, and promote healthful and convenient distribution of population.
4. The type of mixed use redevelopment and its proximity to Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to other major streets and I-80 is anticipated to facilitate commuting and traffic flow, and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The Mixed Use Redevelopment Project also will include adequate water, sewerage, and other public utilities. The projects will be located in close proximity to area schools, and all La Vista residents will be able to enjoy improvements in the vicinity of the former La Vista Falls golf course and other recreational areas.
5. The proposed projects provide and promote sound design and arrangement of public and private facilities and improvements that will benefit all La Vista residents.
6. Expenditures of public funds and proposed works and improvements will be wise and efficient in eliminating and preventing recurrence of substandard, blighted, insanitary and unsafe accommodations, conditions, facilities, and areas.

Provisions of Amendment Nos. 1 and 2 involving the Mixed Use Redevelopment Project included the division of taxes as provided in Neb. Rev. Stat. Section 18-2147 ("TIF") and a cost-benefit analysis was conducted, as updated in connection with Amendment No. 2, based on all phases of such Project and a Maximum Redevelopment Loan Amount constituting the cumulative limit on all Redevelopment Loan Amounts for all phases of the Mixed Use Redevelopment Project and redevelopment of the entire Mixed Use Redevelopment Project Area, using a cost-benefit model developed for use by local projects and considering and analyzing applicable factors, including factors specified in Neb. Rev. Stat. Section 18-2113(2):

1. Tax shifts resulting from the division of taxes as provided in Neb. Rev. Stat. Section 18-2147,
2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of such provisions of the redevelopment project,

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project,
4. Impacts on other employers and employees within the City and the immediate area that are located outside the boundaries of the area of the redevelopment project,
5. Impacts on the student populations of the school districts within the City, and
6. Any other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from provisions of the redevelopment project.

Such cost-benefit analysis, as previously updated, constitutes the current cost-benefit analysis for the Mixed Use Redevelopment Project and, because it is based on all phases of the Mixed Use Redevelopment Project and redevelopment of the entire Mixed Use Redevelopment Project Area, and a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, constitutes the cost-benefit analysis for each phase or Individual Mixed Use Redevelopment Project.

No changes to the Maximum Redevelopment Loan Amount or otherwise are proposed with respect to TIF for the Mixed Use Redevelopment Project as previously authorized and approved. Consequently, updates to the current Cost-Benefit Analysis are not proposed or required in connection with this Amendment, and such Cost-Benefit Analysis shall continue as and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, as amended by this Amendment, and, because it is based on all phases of the Mixed Use Redevelopment Project and a Maximum Redevelopment Loan Amount, as amended by the Second Amendment to Redevelopment Agreement incorporated into the Redevelopment Plan, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, shall be and be deemed to continue to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project.

- K. All applicable requirements of the Agency with respect to proposed Amendment No. 4, including any notice or hearing requirements, have been satisfied.

II. RECOMMENDATION OF AMENDMENT NO. 4. Based on the foregoing and all other relevant factors, including any public comment at the public hearing, the Agency adopts and recommends Amendment No. 4 to the City Council for approval, subject to City Council adoption of the Proposed Comprehensive Plan Amendment, and further subject to satisfaction of all applicable requirements as the Mayor or City Administrator or his or her designee determines necessary or appropriate to carry out provisions of Amendment No. 4. This recommendation includes the following:

- A. The recommendation of the Planning Commission concerning Amendment No. 4; and
- B. Ratification and approval of the following statements in connection with prior approvals of the Redevelopment Plan as amended:

1. The proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area(s), and estimated proceeds or revenue from its disposal to redevelopers;
  2. The proposed method of financing portions of the redevelopment projects; and
  3. A feasible method proposed for the relocation of families to be displaced from the redevelopment project areas, if any. No relocation of families is expected.
- C. By recommending Amendment No. 4, the Agency ratifies and affirms its agreement with the City Council in connection with prior approvals of the Redevelopment Plan for the imposition of one or more occupation taxes for one or more enhanced employment areas within the 84th Street Redevelopment Area as the City Council from time to time determines in its sole discretion.

III. FURTHER ACTIONS. The Mayor or City Administrator or his or her designee, in addition to any other person specified in Amendment No. 4, the Redevelopment Plan, as amended, any redevelopment contract, applicable law, or otherwise, is hereby authorized to take such further actions on behalf of the Agency as he or she determines necessary or appropriate to implement Amendment No. 4 or the Redevelopment Plan as amended, or to carry out the actions approved in this Resolution.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

LA VISTA COMMUNITY DEVELOPMENT  
AGENCY

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
REDEVELOPMENT PLAN FOR THE 84 <sup>TH</sup> STREET REDEVELOPMENT AREA – AMENDMENT NO. 4	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled with respect the proposed Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 4 (“Amendment No. 4”). A proposed resolution is presented for the City Council to approve Amendment No. 4.

**FISCAL IMPACT**

Funds are budgeted for public improvements and expenditures in the 84<sup>th</sup> Street Redevelopment Area, and such budgeted amounts, public improvements and expenditures are not modified by this Amendment No. 4.

**RECOMMENDATION**

Approval, subject to City Council adoption of a proposed amendment to the Comprehensive Development Plan to incorporate Amendment No. 4 into the Comprehensive Plan.

**BACKGROUND**

The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment (“Redevelopment Area”) and created the La Vista Community Development Agency (“Agency”), governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings. To eliminate and prevent recurrence of the substandard and blighted area and with Planning Commission recommendations, the Agency recommended, and the City Council subsequently approved, the *Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area* (“Initial Redevelopment Plan”), Amendment No. 1, Amendment No. 2, and Amendment No. 3 in 2013, 2016, 2020, and 2024 respectively, (the Initial Redevelopment Plan, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 are referred to in this council report as “Redevelopment Plan”), which among other things included and further refined a mixed use redevelopment project and a public improvement redevelopment project within the Redevelopment Area. The Comprehensive Development Plan (“Comprehensive Plan”), which is the general plan for development of the City as a whole, also was amended with the recommendation of the Planning Commission in 2013, 2016, 2020, and 2024 to incorporate the Initial Redevelopment Plan, Amendment No. 1, Amendment No. 2, and Amendment No. 3; accordingly the Initial Redevelopment Plan, Amendment No. 1, Amendment No. 2, and Amendment No. 3 each was in conformity with the Comprehensive Development Plan and general plan for development of the City as a whole.

An additional proposed amendment to the Redevelopment Plan, titled “Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 4” (“Amendment No. 4”) is presented at this meeting to provide further specificity with respect to additional private improvements to be constructed within La Vista City Centre, Replat 6 as part of the Subsequent Phases of the Mixed Use Redevelopment Project, for operation and use as a hotel. A proposed amendment to the Comprehensive Plan also is presented at this meeting that would incorporate Amendment No. 4 into the Comprehensive Plan (“Comprehensive Plan Amendment”). Replat 6 will be considered for approval later in the agenda.

The Planning Commission after notice and public hearing on December 19, 2024 reviewed and voted unanimously to recommend to the Agency and governing body of the City Amendment No. 4 as in conformity, and conformity of the Redevelopment Plan as amended by Amendment No. 4, with the Comprehensive Plan, subject to, among other things, City Council adoption of an amendment to the Comprehensive Plan to incorporate Amendment No. 4 into the Comprehensive Plan. The Planning Commission after notice and public hearing on December 19, 2024 also voted unanimously to recommend City Council approval of the Comprehensive Plan Amendment to incorporate Amendment No. 4, subject to, among other things, City Council adoption of Amendment No. 4. Such recommendations of the Planning Commission are on file with the Agency and City Council pursuant to a Certificate of the Chairman of the Planning Commission.

A proposed resolution is presented for the City Council to approve Amendment No. 4

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AMENDMENT NO. 4 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA IN ACCORDANCE WITH NEBRASKA STATUTES, SECTIONS 18-2101 THROUGH 18-2157

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista, Nebraska does hereby find, determine, declare and approve as follows:

I. FINDINGS. The City Council of the City of La Vista finds and determines as follows:

- A. The findings and actions of the Agency as set forth in the resolution recommending Amendment No. 4 to the Redevelopment Plan for the 84th Street Redevelopment Area ("Amendment No. 4") to the City Council for approval ("Agency Resolution"), incorporated herein by reference, are ratified, affirmed, adopted and approved. Unless otherwise expressly provided, terms used in this Resolution shall have the meaning ascribed by the Agency Resolution.
- B. All applicable requirements with respect to the actions taken or approved in this Resolution, including notice and hearing requirements, have been satisfied.
- C. Proposed Amendment No. 4 (and the Redevelopment Plan as amended) is a workable program for utilizing appropriate private and public resources, powers, and actions to redevelop, eliminate, and prevent recurrence or spread of the substandard and blighted area.
- D. In exercising its powers under Neb. Rev. Stat. Sections 18-2101 through 18-2157 ("Community Development Law") with respect to the matters approved in this Resolution, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the City, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements, the City Council has given consideration to the following objective:

The City Council, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises.

Proposed Amendment No. 4 (and the Redevelopment Plan as amended), (i) is feasible - as provided in analysis and reporting of Hunden Strategic Partners incorporated by reference in connection with City Council approval of Amendment No. 1 and Amendment No. 2 to the Redevelopment Plan ("Hunden Analysis"), which analysis and reporting were ratified, affirmed and approved in connection with Amendment No. 3, and are hereby ratified, affirmed and approved - and in conformity with the general plan for the development of the City as a whole, as set

forth in the Comprehensive Development Plan of the City, subject to adoption of the Proposed Comprehensive Plan Amendment described in the Agency Resolution, and (ii) in conformity with the legislative declarations and determinations set forth in the Community Development Law, including without limitation, the determination of the City Council of the necessity of eliminating and preventing recurrence of the substandard and blighted Area and related liabilities and harmful effects to the City as a matter of public uses, purposes, policy, interest, concern, powers, and authority for which public action shall be taken and public money shall be expended in accordance with such Amendment No. 4 (and Redevelopment Plan as amended).

- E. As documented in analysis and reporting of such Hunden Analysis on behalf of the City or Agency in connection with Amendment No. 1 and Amendment No. 2 to the Redevelopment Plan (and Redevelopment Plan as amended), and specifically provisions of the Redevelopment Plan as amended involving the Mixed Use Redevelopment Project and related redevelopment plan provisions using funds authorized by Neb. Rev. Stat. Section 18-2147 ("TIF"), that the following conditions were satisfied:
1. Such provisions of the Mixed Use Redevelopment Project would not be economically feasible without the use of TIF,
  2. Such provisions of the Mixed Use Redevelopment Project would not occur in the community redevelopment area without use of TIF, and
  3. The costs and benefits of such provisions of the Mixed Use Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community and demand for public and private services have been analyzed by the City Council and found to be in the long-term best interest of the community impacted by the redevelopment project.

Amendment No. 4 does not add, subtract or modify amounts or uses of funds previously authorized under Neb. Rev. Stat. Section 18-2147 with respect to the Mixed Use Redevelopment Project and related Redevelopment Plan provisions; and by approving Amendment No. 4, the City Council hereby ratifies and affirms prior findings and documentation in connection with Redevelopment Plan as amended with respect to the Mixed Use Redevelopment Project, related Redevelopment Plan provisions and three items enumerated above.

- F. The Redevelopment Plan as amended included designation of an initial enhanced employment area and determined that new investment within such enhanced employment area would result in new employees and new investment satisfying applicable requirements of Neb. Rev. Stat. Section 18-2116(2). No additional or different designation of enhanced employment area or determination is made in connection with Amendment No. 4.

II. APPROVAL OF REDEVELOPMENT PLAN AMENDMENT NO. 4. Based on the foregoing and all relevant factors, including any public comment at the public hearing, the City Council of the City of La Vista hereby approves proposed Amendment No. 4, subject to adoption of the Proposed Comprehensive Plan Amendment, and further subject to satisfaction of all

applicable requirements as the Mayor, City Administrator or his or her designee determines necessary or appropriate to carry out provisions of Amendment No. 4.

III. FURTHER ACTIONS. The Mayor or City Administrator, or his or her designee, in addition to any other person specified in Amendment No. 4, the Redevelopment Plan as amended, or any redevelopment contract or otherwise, is hereby authorized to take such further actions as are necessary or appropriate to implement Amendment No. 4, the Redevelopment Plan as amended, or carry out the actions approved in this Resolution on behalf of the City.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
City Clerk

RESOLUTION NO 24-003

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING REDEVELOPMENT PLAN FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA - AMENDMENT NO. 4 TO THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AND GOVERNING BODY OF THE CITY

NOW THEREFORE BE IT RESOLVED, that

1. Proposed Amendment No. 4 to the Redevelopment Plan "84th Street Redevelopment Area," as previously amended, ("Redevelopment Plan Amendment No. 4") is provided by the La Vista Community Development Agency ("Agency") as presented at this meeting for review and recommendations of the Planning Commission as to its conformity and conformity of the Redevelopment Plan as amended by Redevelopment Plan Amendment No. 4 with the general plan for the development of the City as a whole, as provided in the La Vista Comprehensive Plan. An amendment to the City of La Vista Comprehensive Plan, as previously amended, ("Comprehensive Plan"), is presented at this meeting as a separate agenda item to incorporate Redevelopment Plan Amendment No. 4 into the Comprehensive Plan ("Comprehensive Plan Amendment").
2. The Planning Commission, after notice and hearing, reviewed Redevelopment Plan Amendment No. 4 and recommends to the Agency and governing body of the City of La Vista such Redevelopment Plan Amendment No. 4 as in conformity, and conformity of the Redevelopment Plan as amended by such Redevelopment Plan Amendment No. 4, with the La Vista Comprehensive Plan, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) City Council adoption of an amendment to the Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 4 into the Comprehensive Plan, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate.

PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF DECEMBER, 2024.

CITY OF LA VISTA PLANNING COMMISSION

  
Chairman

CERTIFICATE  
CITY OF LA VISTA  
PLANNING COMMISSION

The undersigned Chairman of the City of La Vista Planning Commission hereby certifies as follows:

The Planning Commission at its duly called, noticed and convened meeting on December 19, 2024 at which a quorum was present received from the La Vista Community Development Agency ("Agency") proposed Amendment No. 4 to the Redevelopment Plan "84th Street Redevelopment Area" as previously amended ("Redevelopment Plan Amendment No. 4") for review and recommendations as to its conformity and conformity of the Redevelopment Plan as amended by Redevelopment Plan Amendment No. 4 with the general plan for the development of the City as a whole, as provided in the La Vista Comprehensive Plan. The Planning Commission, after notice and hearing, reviewed Redevelopment Plan Amendment No. 4 and approved a Resolution recommending to the Agency and governing body of the City of La Vista Redevelopment Plan Amendment No. 4 presented at the meeting as in conformity, and conformity of the Redevelopment Plan as amended by such Redevelopment Plan Amendment No. 4, with the La Vista Comprehensive Plan, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) City Council adoption of an amendment to the Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 4 into the Comprehensive Plan, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate. Motion to approve said Resolution was made by Planning Commission Member Harold Sargus, which motion was seconded by Planning Commission Member Gayle Malmquist. After consideration, the roll was called and the following members voted in favor of the passage and adoption of said Resolution: Kathleen Alexander, Josh Frey, Amanda Brewer, Michael Circo, John Gahan, Michael Krzywicki, Debora Dogba, Gayle Malmquist, and Harold Sargus.

The following members voted against the same: None. The following members were absent or did not vote: Patrick Coghlan. The passage of said Resolution having been consented to by a majority of the members of the Planning Commission, the Chairman declared the Resolution duly passed and adopted.

The Planning Commission, after notice and hearing, also considered and approved a Resolution recommending that the City Council amend the La Vista Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 4 into the Comprehensive Plan ("Comprehensive Plan Amendment"), in form and content presented at this meeting, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) Agency recommendation and City Council adoption of Redevelopment Plan Amendment No. 4, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate. Motion to approve said Resolution was made by Planning Commission Member Josh Frey, which motion was seconded by Planning Commission Member Harold Sargus. After consideration, the roll was called and the following members voted in favor of the passage and adoption of said Resolution: Kathleen Alexander, Josh Frey, Amanda Brewer, Michael Circo, John Gahan, Michael Krzywicki, Debora Dogba, Gayle Malmquist, and Harold Sargus. The following members voted against the same: None. The following members were absent or did not vote: Patrick Coghlan. The passage of said Resolution having been consented to by a majority of the members of the Planning Commission, the Chairman declared the Resolution duly passed and adopted.

On this date, this Certificate and recommendations are hereby filed with the Agency and City Council.

DATED this 19<sup>th</sup> day of December, 2024.

CITY OF LA VISTA PLANNING COMMISSION

  
Chairman

# REDEVELOPMENT PLAN

"84th Street Redevelopment Area"

## LA VISTA CITY CENTRE

Amendment #4



Presented to La Vista City Council  
January 7, 2025

## **Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area Amendment No. 4**

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area (“Redevelopment Area”) originally adopted on July 16, 2013 by the City Council of the City of La Vista, Nebraska and subsequently amended by Amendment No. 1 in 2016, Amendment No. 2 in 2020 and Amendment No. 3 in 2024, (such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, is referred to herein as “Redevelopment Plan”) is hereby further amended by this Amendment No. 4 to provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions (“Amendment”).

### **Preliminary Statement**

Before adopting the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, the entire Redevelopment Area in 2012 was declared by City Council Resolution No. 12-011, in accordance with all applicable statutory requirements, substandard and blighted and in need of redevelopment. The substandard and blighted Redevelopment Area is a threat to the stability and vitality of the City.

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area was adopted in 2013. Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and related Redevelopment Agreement and Subdivision Agreement, were adopted in 2016 (the “2016 Redevelopment Agreement” and “2016 Subdivision Agreement”), among other things, to provide for a Mixed Use Redevelopment Project and a Public Improvement Redevelopment Project in the Redevelopment Area and eliminating and preventing recurrence of the substandard and blighted area. The 2016 Redevelopment Agreement subsequently was amended by a First Amendment in 2017, Second Amendment in 2021 and Third Amendment in 2024 (the 2016 Redevelopment Agreement, as amended by such First Amendment, Second Amendment and Third Amendment, is referred to herein as “Redevelopment Agreement”). The 2016 Subdivision Agreement subsequently was amended by a First Amendment in 2019, Second Amendment in 2021 and Third Amendment in 2024 (the 2016 Subdivision Agreement, as amended by such First Amendment, Second Amendment and Third Amendment, is referred to herein as “Subdivision Agreement”). Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area incorporated the Second Amendment to the Subdivision Agreement and Second Amendment to the Redevelopment Agreement. Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area incorporated the Third Amendment to the Subdivision Agreement and Third Amendment to the Redevelopment Agreement.

The CDA, in initially recommending and adopting the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, designated the substandard and blighted Redevelopment Area as appropriate for one or more renewal/redevelopment projects, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 1, Amendment No. 2 and Amendment No. 3 to such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment.

Accordingly, the Redevelopment Area is a community redevelopment area. All works or undertakings pursuant to this Amendment or the Redevelopment Plan, Mixed Use Redevelopment Project, or Public Improvement Redevelopment Project, as amended, or otherwise in accordance with the Community Development Law constitute redevelopment projects under Neb. Rev. Stat. Section 18-2103. The CDA, in recommending and adopting Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, also designated the 84<sup>th</sup> Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 2 and Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment, and may be carried out from time to time in one or more actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.

CDA and City desire to further amend the Redevelopment Plan to provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions. The Redevelopment Plan, Mixed Use Redevelopment Project, Public Improvement Redevelopment Project and related redevelopment plan provisions are revised as provided in this Amendment. In addition to, and not in limitation of, any other finding or determination of the CDA or City, the CDA and City by recommending and adopting this Amendment find and determine that public and private actions, improvements, works, and resources as provided in this Amendment are in the public interest and necessary to eliminate and prevent recurrence of the substandard and blighted area. The projects provided in this Amendment have the potential to be catalysts for other projects to eliminate and prevent recurrence of the substandard and blighted Redevelopment Area, and to enhance or provide new residential, employment, shopping, recreational, restaurant, tourism, and entertainment options and amenities of and to the City and its residents, and additional tax revenues to the City.

### **Section 1. City Centre Mixed Use Redevelopment Project.**

A Fourth Amendment to the Redevelopment Agreement (“Fourth Amendment to Redevelopment Agreement”) is presented with this Amendment or on file with the City Clerk. Such Fourth Amendment to Redevelopment Agreement, substantially in form and content set forth in Exhibit 1 to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable, and the Redevelopment Agreement as amended by the Fourth Amendment to Redevelopment Agreement, are incorporated into this Amendment by reference (the Redevelopment Agreement as amended by the Fourth Amendment to Redevelopment Agreement is referred to in this Amendment as the “Amended Redevelopment Agreement”), and the Mixed Use Redevelopment Project and all Redevelopment Plan provisions are amended in accordance with such Fourth Amendment to Redevelopment Agreement and Amended Redevelopment Agreement.

Not in limitation of the foregoing, the Redevelopment Plan, among other things, provided for Mixed Use Improvements pursuant to the Mixed Use Redevelopment Project constructed and

paid for by Redeveloper, including use of tax increment financing (“TIF”) for Eligible Expenses. The CDA or its designee conducted a Cost-Benefit Analysis for the Mixed Use Redevelopment Project, as updated in connection with the Second Amendment to the 2016 Redevelopment Agreement, whose Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area as amended by Amendment Nos. 1 and 2 included the use of funds authorized by Neb. Rev. Stat. Section 18-2147 based on all phases of such Project and a Maximum Redevelopment Loan Amount constituting the cumulative limit on all Redevelopment Loan Amounts for all phases of the Mixed Use Redevelopment Project and redevelopment of the entire Mixed Use Redevelopment Project Area, using a model satisfactory to the City Administrator or her designee on behalf of the CDA for use by local projects and considering and analyzing applicable factors, including factors specified in Neb. Rev. Stat. Section 18-2113(2). Such Cost-Benefit Analysis, as previously updated, constitutes the current cost-benefit analysis for the Mixed Use Redevelopment Project and, because it is based on all phases of the Mixed Use Redevelopment Project and redevelopment of the entire Mixed Use Redevelopment Project Area, and a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, constitutes the cost-benefit analysis for each phase or Individual Mixed Use Redevelopment Project. In conducting the Cost-Benefit Analysis, a cost-benefit model developed for use by local projects considered and analyzed the following factors:

- (a) Tax shifts resulting from the division of taxes as provided in Neb. Rev. Stat. Section 18-2147;
- (b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of such provisions of the redevelopment project;
- (c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;
- (d) Impacts on other employers and employees within the City and the immediate areas that are located outside the boundaries of the area of the redevelopment project;
- (e) Impacts on the student populations of the school districts within the City; and
- (f) Any other impacts determined by the CDA to be relevant to the consideration of costs and benefits arising from the redevelopment project.

No changes to the Maximum Redevelopment Loan Amount or otherwise are proposed with respect to TIF for the Mixed Use Redevelopment Project as previously authorized and approved. Consequently, updates to the current Cost-Benefit Analysis are not proposed or required in connection with this Amendment, and such Cost-Benefit Analysis shall continue as and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, as amended by this Amendment, and, because it is based on all phases of the Mixed Use Redevelopment Project and a Maximum Redevelopment Loan Amount, as amended by the

Second Amendment to Redevelopment Agreement incorporated into the Redevelopment Plan, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, shall be and be deemed to continue to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The City Administrator or her designee on behalf of the CDA shall be authorized to conduct or have conducted any additional cost-benefit or other analysis from time to time as such City Administrator or designee determines in her or his discretion necessary or appropriate in connection with TIF or the Mixed Use Redevelopment Project.

## **Section 2. Public Improvement Redevelopment Project.**

The Fourth Amendment to Subdivision Agreement (“Fourth Amendment to Subdivision Agreement”) is presented with this Amendment or on file with the City Clerk. Such Fourth Amendment to Subdivision Agreement, substantially in form and content set forth in Exhibit 2 to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable, and the Subdivision Agreement as amended by the Fourth Amendment to Subdivision Agreement, are incorporated into this Amendment by reference (the Subdivision Agreement as amended by the Fourth Amendment to Subdivision Agreement is referred to herein as “Amended Subdivision Agreement”), and the Public Improvement Redevelopment Project and all related Redevelopment Plan provisions are amended in accordance with such Fourth Amendment to Subdivision Agreement and Amended Subdivision Agreement.

## **Section 3. Other**

A. This Amendment shall be conditional on execution and recording of the Fourth Amendment to Redevelopment Agreement and Fourth Amendment to Subdivision Agreement substantially in form and content set forth in exhibits to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable.

B. All improvements and all acquisitions and conveyances of all real property and interests therein of the City or CDA as the City, CDA, City Administrator, or City Engineer from time to time determines necessary or appropriate to carry out this Amendment or the Redevelopment Plan, as amended by this Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area, are authorized and approved.

C. At the option of the City or CDA, parcels or improvements described in this Amendment may be financed (including, without limitation, financing pursuant to Neb. Rev. Stat. Section 18-2147), developed, or constructed together with, or separately from, one or more other parcels or improvements under the Redevelopment Plan as amended by this Amendment; and any of which done separately may be treated as a separate redevelopment project and plan of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project that shall be carried out in accordance with the Redevelopment Plan as amended by this Amendment and any applicable redevelopment contract, subdivision agreement, or other agreements, documents, or instruments. To the extent that a redevelopment plan authorizes the division of ad valorem

taxes levied upon only a portion of the real property included in such redevelopment plan, any improvements funded by such division of taxes shall be related to, determined, and carried out in accordance with the redevelopment plan that authorizes such division of taxes.

D. Notwithstanding anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, the City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Sections 19-3301 et seq, 66-4,101, and 77-27,142, and various provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise its statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all applicable statutory powers and authority to carry out this Amendment, the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council, if any. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to the Redevelopment Plan as amended by this Amendment, or any subsequent amendment, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, or fund the redevelopment projects, improvements, works, costs, or expenses under the Redevelopment Plan as amended by this Amendment.

E. The general plan for development of the City as a whole is the City's Comprehensive Plan. The Comprehensive Plan incorporates the Redevelopment Plan, and in conjunction with this Amendment is amended to incorporate this Amendment. Accordingly, CDA in recommending this Amendment finds and determines that this Amendment, and the Redevelopment Plan as amended by this Amendment, is in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan.

F. CDA approval and recommendation of this Amendment to the City, and City approval of this Amendment and any City Comprehensive Plan amendment incorporating this Amendment, among other things, shall constitute and be deemed to be:

1. Findings and determinations that this Amendment, and the Redevelopment Plan as amended by this Amendment, is sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment,

improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements; and its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project areas; and

2. Following the hearings required under Neb. Rev. Stat. Section 18-2115, findings and documentation in writing by the governing body of the City that this Amendment, and the Redevelopment Plan as amended by this Amendment, is feasible and in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan, as amended by incorporation of this Amendment, and in conformity with the legislative declarations and determinations set forth in the Community Development Law.

G. The Mixed Use Redevelopment Project and related Redevelopment Plan provisions, as previously approved, provide for use of funds authorized by Neb. Rev. Stat. Section 18-2147 and include findings and documentation in writing by the governing body of the City that:

1. Such Mixed Use Redevelopment Project in the Redevelopment Plan as amended by this Amendment would not be economically feasible without the use of tax-increment financing,
2. Such Mixed Use Redevelopment Project would not occur in the community redevelopment area without the use of tax-increment financing, and
3. The costs and benefits of such Mixed Use Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to be in the long-term best interest of the community impacted by such redevelopment project.

This Amendment does not add, subtract or modify use of funds previously authorized under Neb. Rev. Stat. Section 18-2147 with respect to the Mixed Use Redevelopment Project and related Redevelopment Plan provisions; and by approving this Amendment, the governing body of the City hereby ratifies and affirms the findings and documentation previously provided with respect to the Mixed Use Redevelopment Project, related Redevelopment Plan provisions and three enumerated items of this subsection G above.

H. The City or CDA from time to time shall be authorized, but not required, to issue, sell, purchase, or undertake all types of warrants, notes, bonds, refunding bonds, certificates, debentures, indebtedness or other obligations secured or payable by or from all permitted receipts, funds or sources, and to exercise or take all rights, authority, powers, discretion and actions, on such terms or conditions as it determines necessary or appropriate, to carry out this Amendment, or the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the Redevelopment Area, including without limitation, issuing, selling, purchasing, or undertaking any warrants, notes, bonds, refunding bonds, certificates,

debentures, indebtedness or other obligations, or exercising any rights, authority, powers, or discretion, or taking any action, pursuant to applicable provisions of the Community Development Law, Neb. Rev. Stat. Section 18-2142.02, 19-3301 et seq, 66-4,101, or 77-27,142, Chapter 13, 16, 18, or 19 or any other provisions of Nebraska Statutes, or any other applicable laws, regulations, or guidance.

I. Notwithstanding anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, any past, present, or future cost, expense, or requirement of this Amendment or the Redevelopment Plan as amended by this Amendment, at the election of the City or CDA, may be financed, funded, paid, reimbursed, or carried out by the City or CDA based on any authority and utilizing any taxes, funds, receipts, proceeds, sources, resources, authority, or structures whatsoever now or hereafter of or available to the City or CDA under the Community Development Law or any other applicable laws or regulations.

J. Each right, authority, power, or discretion of City or CDA pursuant to this Amendment, the Redevelopment Plan as amended by this Amendment, or under applicable laws, regulations, or other guidance, unless otherwise expressly provided therein to the contrary, shall be considered full, complete, independent, additional and supplemental to, and shall not be considered amendatory to or limited by, any other right, authority, power, or discretion. All such laws, regulations, or other guidance, and all grants of rights, authority, powers, and discretion to the City or CDA, shall be liberally construed, and the City and CDA each shall have all incidental rights and powers necessary or appropriate to carry into effect this Amendment, the Redevelopment Plan as amended by this Amendment, laws, regulations, other guidance, rights, authority, powers, or discretion.

K. Recitals and preliminary statements at the beginning of this Amendment and all documents, instruments, and exhibits referenced in this Amendment are hereby incorporated into and made part of this Amendment by reference. Except as otherwise expressly provided, any drawings, plans, works, boundaries, improvements, and requirements of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended by this Amendment, are preliminary and conceptual, the final form and content of which shall be subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate, and final approval of the City or CDA as the case may be.

L. This Amendment supersedes and controls over any provisions of the Redevelopment Plan to the extent contrary to or inconsistent with this Amendment, and all provisions of such Redevelopment Plan shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the Redevelopment Plan shall continue in effect.

M. In addition to any express provisions of this Amendment or the Redevelopment Plan as amended by this Amendment, City and CDA in implementing or carrying out this Amendment or the Redevelopment Plan as amended by this Amendment each shall have and in its discretion shall be authorized to exercise all powers and authority granted by applicable Nebraska law, including without limitation, all powers and authority under Chapters 13, 16, 18, 19, 66, and 77 of Nebraska Statutes.

N. Terms and conditions of this Amendment and the Redevelopment Plan as amended by this Amendment or otherwise from time to time shall be construed and interpreted in accordance with Nebraska Statutes, as amended from time to time, and any such terms or conditions shall be deemed amended for any changes in any such statutes to the extent required by legislation enacting the changes. In the event any clause or provision of this Amendment or the Redevelopment Plan, as amended, is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, or by other governmental authority with jurisdiction thereof, the remaining portion of this Amendment or the Redevelopment Plan, as amended, shall not be affected thereby.

O. Headings are for convenience only and shall not be used in construing meaning of provisions of this Amendment.

P. Unless the context otherwise requires or this Amendment otherwise provides (i) terms used in this Amendment shall have the meanings as provided in the Redevelopment Plan, and (ii) references to “Redevelopment Plan” in the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, or Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area shall be deemed modified to mean the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area and this Amendment.

Q. By recommending and approving the Redevelopment Plan, the CDA and City Council designated and agreed to the designation of the entire Redevelopment Area pursuant to Neb. Rev. Stat. Section 18-2103(22) as eligible for imposition of occupation taxes under Neb. Rev. Stat. Section 18-2142.02, and agreed to the designation of some or all of the 84<sup>th</sup> Street Redevelopment Area from time to time as one or more enhanced employment areas and to the imposition of one or more occupation taxes therein as the City Council from time to time determines in its sole discretion, and specifically that the City shall be authorized to periodically specify and adjust the boundaries of any enhanced employment areas within the Redevelopment Area, to include up to the entire Redevelopment Area in one or more enhanced employment areas, and to levy occupation taxes therein from time to time pursuant to section 18-2142.02, determine or adjust the rates of such occupation taxes, and collect, modify, revoke, or relevy such occupation taxes without any notice or consent required to or of CDA, all of which designations, agreements and authorizations the CDA and City Council, by recommending and approving this Amendment, ratify, affirm and approve. Not in limitation of the foregoing provisions of this subsection “Q,” all enhanced employment areas or occupation taxes specified in or adopted in accordance with the Amended Subdivision Agreement or Amended Redevelopment Agreement incorporated into this Amendment, in form and content approved by City or CDA, are ratified, affirmed and approved, and approval by the governing body of the City shall constitute and be deemed to be a determination by such governing body that the requirements of Neb. Rev. Stat. Section 18-2116(2) are satisfied based on any written undertakings by any redeveloper in connection with any application or approval.

R. Not in limitation of anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, the CDA in recommending this Amendment authorizes the City Council, Mayor, City Administrator, City Engineer or City Treasurer to authorize, approve, and make expenditures, payments, orders, warrants, requisitions, or disbursements of any funds on behalf of the CDA. Any action taken by the City Council, Mayor, City Administrator, City Engineer, or City Treasurer on behalf of the City also shall constitute authorization and approval on behalf of the CDA to the extent such authorization or approval is required. Notwithstanding the foregoing, the City and CDA do not anticipate any transfer of funds from the City to the CDA. Rather, the City and CDA, with possible exception of tax increment financing or as otherwise required by the circumstances or authorized by the City Council, Mayor or City Administrator, intend that the City will retain custody and control of all receipts and funds, and by agreement, specific authorization, approval, or otherwise directly pay any amount, cost, or expense connected with performance described in this Amendment or the Redevelopment Plan as amended by this Amendment.

S. Any agreement at any time entered by the City or CDA reciting in substance that it has been entered into by the City or CDA to provide financing for an approved redevelopment project shall be conclusively deemed to have been entered into for such purpose and such project shall be conclusively deemed to have been planned, located, and carried out in accordance with the purposes and provisions of the Community Development Law. For this purpose and all such agreements, “financing” shall mean any obligation to pay, pay for, or reimburse costs, expenses or improvements.

T. Approval of this Amendment shall be deemed to constitute approval of the Redevelopment Plan as amended by this Amendment, and approval of each redevelopment project and related plan provisions.

U. Displacement of families from the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area is not expected, though if it were to occur, any relocation of families would be carried out in accordance with the requirements of applicable law.

V. All authority and rights granted by this Amendment or the Redevelopment Plan as amended by this Amendment shall include, without limitation, acquiring, obtaining, exercising, conveying, or providing all property, rights and interests, taking or performing all actions, and entering, adopting, or executing all agreements, documents and instruments as the City or CDA or its designee determines necessary or appropriate; and approving, issuing, undertaking, paying for, or otherwise obtaining all improvements, works, funds, or obligations in connection with this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment contracts or projects, or as the governing body of the City, CDA, or its designee from time to time determines necessary or appropriate in connection with eliminating or preventing recurrence of the substandard and blighted 84<sup>th</sup> Street Redevelopment Area, to carry out this Amendment or the Redevelopment Plan as amended by this Amendment, or for redevelopment of the 84<sup>th</sup> Street Redevelopment Area.

W. It is anticipated that cooperation and coordination of the CDA and City with each other or other parties might be necessary or appropriate to facilitate implementation of this

Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment project, and such cooperation or coordination as determined by the City Administrator or her designee is authorized to the fullest extent permitted by applicable law. Not in limitation of the foregoing, City and CDA each shall have authority to assign, delegate, assume, undertake, or carry out to, from, or for the other or otherwise assist with any performance or action pursuant to this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment project or contract, or as otherwise necessary or appropriate to carry out any redevelopment project or contract.

Adopted and approved January 7, 2025.

**EXHIBIT 1**

**Fourth Amendment to Redevelopment Agreement**

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

### **FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT**

This Fourth Amendment to Redevelopment Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section Vy below by and among the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by City of La Vista Ordinance No. 1167 on February 12, 2012 (“CDA”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 1.2 LLC, a Nebraska limited liability company (“City Centre 1.2”), City Centre 1.3 LLC, a Nebraska limited liability company (“City Centre 1.3”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”), E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) and City Centre Hotel, LLC (“Hotel”) (LVCC, Music Venue, Rocket Property, City Centre 1.1, City Centre 1.2, City Centre 1.3, City Centre 2, E&W and Hotel together herein “Redeveloper”).

**Recitals.** The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”), in 2020 by Amendment No. 2 and in 2024 by Amendment No. 3 (the 2016 Redevelopment Plan as amended by Amendments No. 2 and No. 3 referred to herein as “2024 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project. The Mixed Use Redevelopment Project and TIF related amounts or

**Upon Recording Please Return To:**

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

projections in connection with Amendment No. 1 to the Redevelopment Plan - 84th Street Redevelopment Area or 2016 Redevelopment Agreement (defined below), as subsequently amended in connection with Amendment No. 2, among other things included a hotel within the Mixed Use Redevelopment Project Area.

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”), and Lot 2, Replat 5 further replatted in connection with this Amendment as Lots 1 and 2, La Vista City Centre Replat 6 (“Replat 6”).

Lot ownership:

- (i) Store Master Funding XXI LLC and Rocket Property, as successors of La Vista Car Wash LLC, are owner and leasehold owner, respectively, of land and improvements of Lot 1, La Vista City Centre, and Rocket Property represents that it is authorized under the governing lease to execute this Amendment,
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, La Vista City Centre Replat 2,
  - Lots 6, 8, 9 and 11, La Vista City Centre Replat Three (E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat Three),
  - Lot 1, La Vista City Centre Replat Four,
  - Lots 1 and 2, La Vista City Centre Replat 5, and
  - Lots 1 & 2, La Vista City Centre Replat 6,
- (iii) City Centre 1.1, as successor of LVCC and City Centre 1, owns Lots 14 and 15, La Vista City Centre,
- (iv) City Centre 1.3, as successor of LVCC and City Centre 1, owns Lot 2, La Vista City Centre Replat 1,
- (v) City Centre 1.2, as successor of LVCC and City Centre 1, owns Lot 10, La Vista City Centre Replat Three,
- (vi) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three,
- (vii) Music Venue, as successor of LVCC, owns Lot 3, La Vista City Centre Replat Four, and
- (viii) Hotel, contemporaneously with this Fourth Amendment and as successor of LVCC, will acquire Lot 1, La Vista City Centre Replat Six, (lots described in subsections “i” through “viii” together are referred to herein as “City Centre

Property”).

- (vi) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, La Vista City Centre Replat 2,
  - Lots 7 and 12, La Vista City Centre Replat Three, and
  - Lot 2, La Vista City Centre Replat Four.

C. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sarpy County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2024-05485) pursuant to the 2024 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Redevelopment Agreement”). Terms, conditions and exhibits of the 2024 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area. The parties desire to amend the 2024 Redevelopment Agreement to provide further specification with respect to building, parking and other related improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of the Subsequent Phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel.

D. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarpy County Register of Deeds Instrument Number 2016-31244) (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three, in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2024-05486) pursuant to the 2024 Redevelopment Plan (the 2016 Subdivision Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Subdivision Agreement”). Terms, conditions and exhibits of the 2024 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types of uses and minimum requirements for Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements. Contemporaneously with this Amendment, the 2024 Subdivision Agreement is being amended consistent with changes in this Amendment regarding improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of subsequent phases for operation and use as a hotel (“Fourth Amendment to Subdivision Agreement”). Corresponding amendments also are being made to the 2024 Redevelopment Plan (“Amendment No. 4”). Provisions of the 2024

Redevelopment Plan, as amended by Amendment No. 4, and the 2024 Subdivision Agreement, as amended by the Fourth Amendment to Subdivision Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. CDA, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2024 Redevelopment Plan, as amended by Amendment No. 4 (“2025 Redevelopment Plan”), the 2024 Redevelopment Agreement, as amended by this Amendment, or the 2024 Subdivision Agreement, as amended by the Fourth Amendment to Subdivision Agreement (“2025 Subdivision Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The CDA determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended by this Amendment or the Fourth Amendment to Subdivision Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, CDA, City, and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2024 Redevelopment Agreement and agree as follows:

I. Definitions. Unless otherwise defined or clearly indicated by the context in this Amendment, capitalized terms will have the meanings set forth in the 2024 Redevelopment Agreement, 2025 Subdivision Agreement or 2025 Redevelopment Plan.

II. Mixed Use Redevelopment Project.

A. As part of the Subsequent Phases of the Mixed Use Redevelopment Project, Hotel at its sole cost will acquire Lot 1, Replat 6 (“Hotel Site”) and finance, fund, design, construct, equip and own on such Hotel Site within the Mixed Use Redevelopment Project Area building, parking and other improvements to be used, operated, maintained, replaced and repaired as a hotel having approximately 129 guest rooms and related amenities under and in accordance with applicable Marriott Springhill Suites franchise and brand standards, including without limitation standards governing maintenance, repairs, replacements and renovations, and at its sole cost, design, construct, equip on or adjacent to such Hotel Site any required Redeveloper Public Improvements in connection with such hotel, (such hotel and other improvements together referred to herein as “Hotel Improvements”). A preliminary site plan and rendering or description of the Hotel Improvements are attached as Exhibit II. Final layout, facilities, improvements, and features of such Hotel Improvements will be set forth in final Plats, renderings, and site plans approved by the City from time to time in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City. Any material changes to principal facilities, uses, purposes, franchise or brand of the Hotel Improvements or Hotel Site will be subject to consent of the CDA as indicated in writing by the Mayor or City Administrator.

B. Replats and Final Plans. Replat 6 in connection with this Amendment and the Hotel Improvements is attached hereto as Exhibit II, which replat shall be subject to any modifications or additional replats as the City Engineer determines necessary or appropriate, and final approval by the City Council. Construction of Hotel Improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the 2024 Redevelopment Agreement as amended by this Amendment, the 2025 Subdivision Agreement, or applicable laws or regulations, as amended from time to time. Before the City releases Replat 6 for recording, Redeveloper shall record all easements that the City or CDA requires, as determined by the City Engineer and in form and content to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans, designs, boundaries, dimensions, components and features of the Hotel Improvements are preliminary and shall be subject to adjustment and finalization as the Redeveloper determines necessary or appropriate to carry out the 2025 Redevelopment Plan, subject to applicable laws, rules and regulations.

III. Tax Increment Financing. After applicable cost-benefit and other requirements with respect to the Mixed Use Redevelopment Project, as amended, were satisfied, the 2016 Redevelopment Plan and 2016 Redevelopment Agreement, as amended by Amendment No. 2 and the Second Amendment, respectively, authorized TIF and Redevelopment Loans to fund or pay Eligible Expenses in connection with redevelopment of the Mixed Use Redevelopment Project Area, including the Hotel Site and a hotel, and further authorized CDA's facilitation and participation in such TIF and Redevelopment Loans to fund or pay site-specific Eligible Expenses, subject to the Maximum Redevelopment Loan Amount constituting the cumulative limit on all Redevelopment Loan Amounts of all Redevelopment Loans of the Mixed Use Redevelopment Project and all Projects within the Mixed Use Redevelopment Project Area; all of which, and in particular use of TIF for Eligible Expenses in connection with redevelopment of the Hotel Site and Hotel Improvements, is hereby ratified, affirmed and approved.

IV. All provisions of the 2024 Redevelopment Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2024 Redevelopment Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2024 Redevelopment Agreement, provisions of this Amendment shall govern and control. If terms or conditions of any applicable franchise or brand standards are ambiguous or conflict, the interpretation or terms or conditions providing for the better quality or higher standard will control.

V. Other.

a. Boundaries of the Mixed Use Redevelopment Project Area. Boundaries of the Mixed Use Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan and adjusted by the Second Amendment to Redevelopment Agreement incorporated into the 2016 Redevelopment Plan, as amended by Amendment No. 2, and shall remain the same and unchanged.

b. Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Mixed Use Redevelopment Project

Area are provided in the 2016 Redevelopment Plan, including areas of La Vista City Centre involved in this Amendment replatted as Replat 6, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

c. Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Mixed Use Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Redevelopment Agreement incorporated into the 2024 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Mixed Use Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

d. Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Mixed Use Redevelopment Project Area after redevelopment, including without limitation parts of the Mixed Use Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2025 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.

e. Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Redevelopment Agreement incorporated into the 2024 Redevelopment Plan. Except as may be provided in the 2025 Redevelopment Plan, this Amendment, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2024 Redevelopment Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

f. Site Plan of Mixed Use Redevelopment Project Area. The preliminary site plan of the Mixed Use Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to

Redevelopment Agreement incorporated into the 2024 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

g. Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Project Area after redevelopment are preliminarily projected in the 2024 Redevelopment Plan. Additional public facilities or utilities contemplated to support the new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment, if any, are described or depicted in Exhibit II. The final public facilities or utilities, if any, will be subject to any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

h. Building requirements. Except for Design Standards as provided by or in accordance with the 2024 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.

i. Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 Redevelopment Plan, zoning of the Hotel Site is consistent with the Future Zoning Map and accommodates the Mixed Use Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.

j. Consents and Certifications. Redeveloper ratifies, affirms, represents and certifies to CDA as follows:

i. Consent to designation of all or part of the Mixed Use Redevelopment Project Area as an enhanced employment area, and

ii. Certification that

a. It has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for a project located or to be located within the redevelopment project area;

b. No such application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue; and

c. No such application has been approved under the Nebraska Advantage Act or the ImagiNE Nebraska Act.

k. Document Retention. Each Redeveloper shall retain copies of all supporting documents in its possession or control that are associated with the 2025 Redevelopment Plan or Mixed Use Redevelopment Project, as amended, and that are received or generated by it for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City of La Vista as needed to comply with the City's retention requirements under Neb. Rev. Stat. section [18-2117.04](#). For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to Neb. Rev. Stat. section [18-2113](#) and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

l. All ad valorem taxes levied upon real property in the Mixed Use Redevelopment Project Area, as amended from time to time, shall be paid before the taxes become delinquent in order for the Mixed Use Redevelopment Project to receive funds from the division of taxes, except the City Administrator or her designee in his or her sole discretion may waive the requirement upon finding that a delinquency was for good and sufficient cause beyond the control of Redeveloper.

m. This Amendment describes one or more redevelopment projects and shall constitute a redevelopment contract for redevelopment within the Mixed Use Redevelopment Project Area, as amended from time to time, in conformity with the 2025 Redevelopment Plan.

n. A redevelopment project that includes the division of taxes as provided in Neb. Rev. Stat. Section [18-2147](#) shall not provide for the reimbursement of costs incurred prior to approval of the redevelopment project, except for costs relating to:

- (1) The preparation of materials and applications related to the redevelopment project;
- (2) The preparation of a cost-benefit analysis conducted pursuant to section [18-2113](#);
- (3) The preparation of a redevelopment contract;
- (4) The preparation of bond and other financing instruments;
- (5) Land acquisition and related due diligence activities, including, but not limited to, surveys and environmental studies; and
- (6) Site demolition and preparation.

o. This Amendment shall be subject to and carried out in accordance with the 2025 Redevelopment Plan.

p. Any improvements described in this Amendment shall be in addition to other improvements described in the 2024 Redevelopment Agreement.

q. This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

- r. Notwithstanding anything in this Amendment to the contrary:
- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 Redevelopment Plan; and
  - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2025 Redevelopment Plan, as amended from time to time.
- s. This Amendment has been authorized, issued, and entered into by the CDA to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.

t. This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.

u. The 2025 Redevelopment Plan and 2025 Subdivision Agreement, including without limitation all exhibits of such 2025 Redevelopment Plan or 2025 Subdivision Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

v. Headings are for convenience only and shall not be used in construing meaning.

w. This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.

x. This Amendment shall be subject to consent of all holders of security or other interests with respect to any party's interest in any City Centre Property, in form and content satisfactory to the City Administrator of the City of La Vista or her designee.

y. Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

LA VISTA COMMUNITY DEVELOPMENT AGENCY:

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, City Clerk

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Rachel Carl, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the Agency to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

\_\_\_\_\_  
Notary Public

LA VISTA CITY CENTRE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE MUSIC VENUE, LLC,  
a Nebraska limited liability company

By: City Ventures Holdings, LLC,  
a Nebraska limited liability company,  
Manager

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Ventures Holdings, LLC, a Nebraska limited liability company, Manager of City Centre Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public



CITY CENTRE 1.1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE 1.2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE 1.3, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.3, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska  
limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

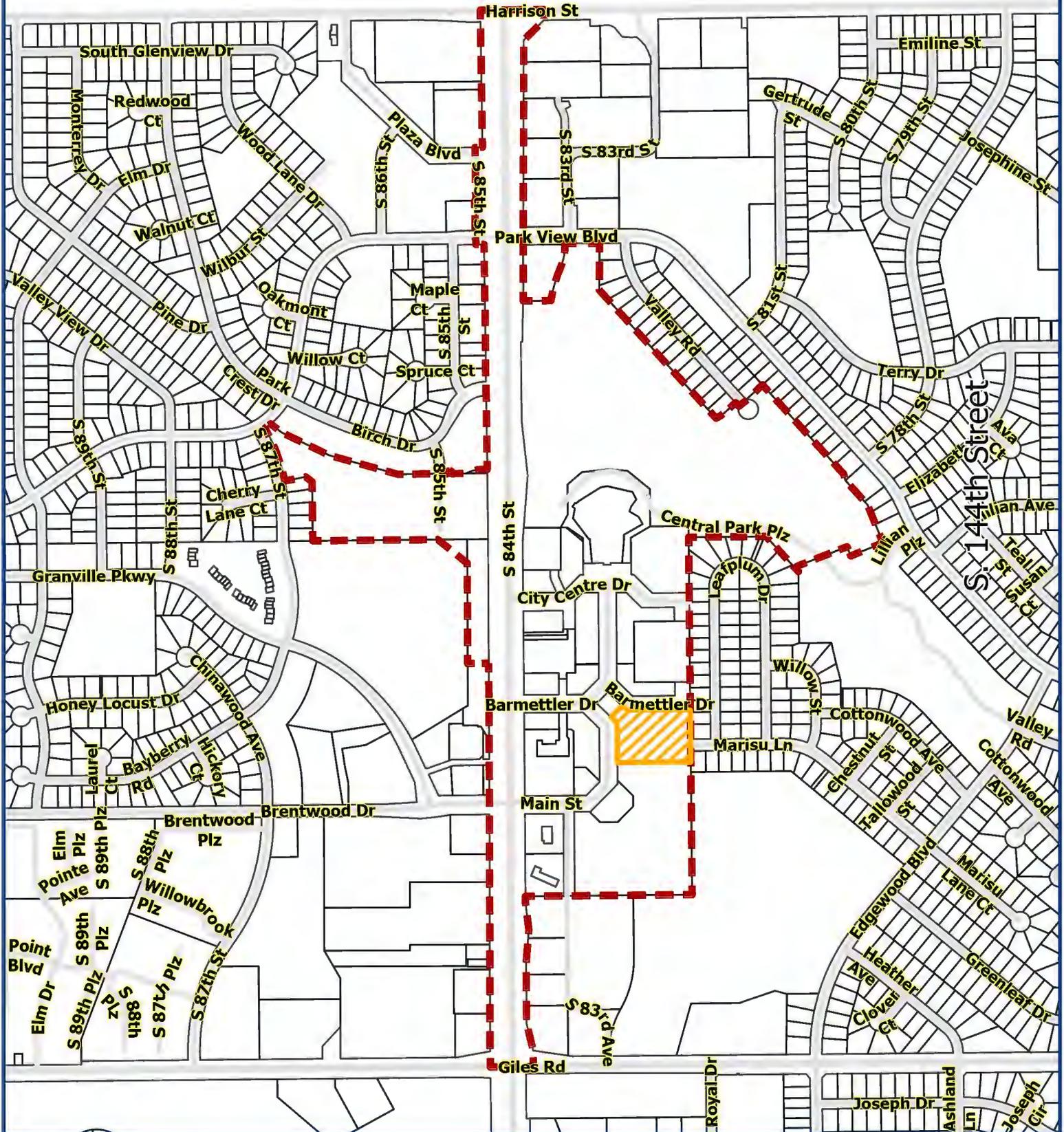
The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, Sole Member of E&W Holdings, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said company.

[Seal]

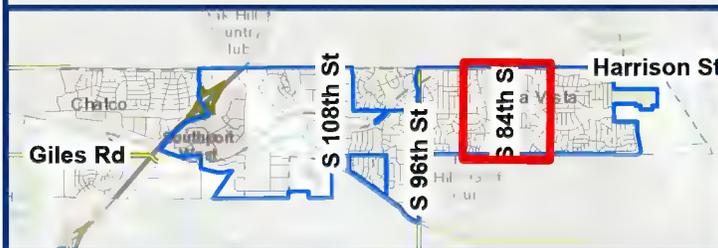
\_\_\_\_\_  
Notary Public



*[MARK AND ATTACH EXHIBIT II]*



### 84th Street Redevelopment Plan Amendment #4

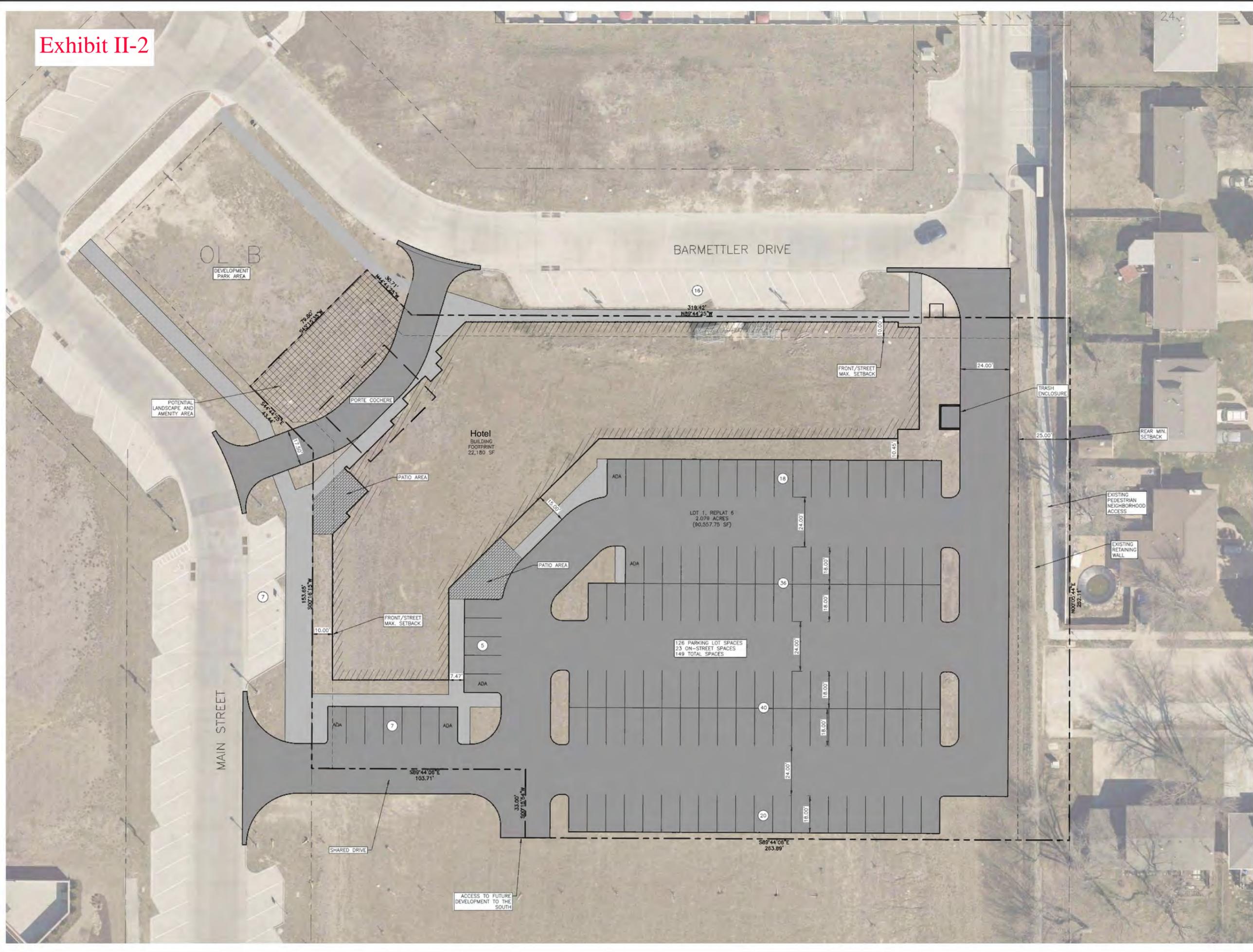


#### Legend

-  Area to be Redeveloped in Redevelopment Plan Amendment No. 4
-  Redevelopment Area - 84th Street Redevelopment Plan



Exhibit II-2



**LAMP  
RYNEARSON**

LAMPRYNEARSON.COM  
OMAHA, NEBRASKA  
14710 W. 122ND RD. STE. 100 (402) 488-2488  
NE AUTHORIZATION NO. CA0130  
FORT COLLINS, COLORADO  
4750 INNOVATION DR. STE. 100 (970) 228-0242  
KANSAS CITY, MISSOURI  
9601 STATE LINE RD. STE. 200 (816) 361-5840  
MO AUTH. NO. E-2015011903 (LS-201603127)



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION  
RANDALL R. KUSZAK  
E 1549

CONCEPTUAL  
SITE PLAN  
EXHIBIT

LA VISTA CITY CENTRE LOT 1, REPLAT 6  
LA VISTA, NEBRASKA



ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE, ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND OBTAINING LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER

DATE

10/2/2024

PROJECT NUMBER

BOOK AND PAGE

SHEET

I:\Projects\013180\_VistaCity\_Centre\_City\_Centre\Drawings\013180\_VistaCity\_Centre\_City\_Centre\013180\_VistaCity\_Centre\_City\_Centre.dwg 10/2/2024 11:31:31 AM 4000 10.2500 LAMP RYNEARSON

Exhibit II-3



1 ELEVATION - Front East Wing  
SCALE: 1/8" = 1'-0"



2 ELEVATION - Front West Wing  
SCALE: 1/8" = 1'-0"

CHOOSE a Person in Charge (PIC) in Titleblock Type Properties.

1/8" 1/4" 1/2" 1"

Marriott

La Vista Centre

DRAWN BY: Author CHECKED: Checker

DATE: 2024.11.07 PROJ. NO.: Project No.

GRAPHIC SCALE:  
SCALE: 1/8" = 1'-0"  
0 1 2 3 4 5

Front Elevations

SHEET NO. ASK01



**EXHIBIT II-5**

**ADDITIONAL REDEVELOPER INFRASTRUCTURE IMPROVEMENTS**

- Public Improvements:  
Sidewalks, Sidewalk Landscaping, Street Furniture \$165,550
- Site Work: Site Utilities \$181,116
- Design of Public Infrastructure \$34,700

**EXHIBIT 2**

**Fourth Amendment to Subdivision Agreement**

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

### **FOURTH AMENDMENT TO SUBDIVISION AGREEMENT**

This Fourth Amendment to Subdivision Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section IVt below by and among the City of La Vista, a Nebraska municipal corporation (“City”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 1.2 LLC, a Nebraska limited liability company (“City Centre 1.2”), City Centre 1.3 LLC, a Nebraska limited liability company (“City Centre 1.3”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”), E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) and City Centre Hotel, LLC (“Hotel”) (LVCC, Music Venue, Rocket Property, City Centre 1.1, City Centre 1.2, City Centre 1.3, City Centre 2, E&W and Hotel together herein “Subdivider”).

**Recitals**        The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”), in 2020 by Amendment No. 2 and in 2024 by Amendment No. 3 (the 2016 Redevelopment Plan as amended by Amendments No. 2 and No. 3 referred to herein as “2024 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

**Upon Recording Please Return To:**  
Fitzgerald, Schorr PC LLO  
Attn: Tom McKeon  
10050 Regency Circle  
Omaha, NE 68114

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”), and Lot 2, Replat 5 further replatted in connection with this Amendment as Lots 1 and 2 Replat 6 (“Replat 6”).

Lot ownership:

- (i) Store Master Funding XXI LLC and Rocket Property, as successors of La Vista Car Wash LLC, are owner and leasehold owner, respectively, of land and improvements of Lot 1, La Vista City Centre, and Rocket Property represents that it is authorized under the governing lease to execute this Amendment
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, La Vista City Centre Replat 2,
  - Lots 6, 8, 9 and 11, La Vista City Centre Replat Three (E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat Three),
  - Lot 1, La Vista City Centre Replat Four, and
  - Lots 1 and 2, La Vista City Centre Replat 5,
- (iii) City Centre 1.1, as successor of LVCC and City Centre 1, owns Lots 14 and 15, La Vista City Centre,
- (iv) City Centre 1.3, as successor of LVCC and City Centre 1, owns Lot 2, La Vista City Centre Replat 1,
- (v) City Centre 1.2, as successor of LVCC and City Centre 1, owns Lot 10, La Vista City Centre Replat Three,
- (vi) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three,
- (vii) Music Venue, as successor of LVCC, owns Lot 3, La Vista City Centre Replat Four, and
- (viii) Hotel, contemporaneously with this Fourth Amendment and as successor of LVCC, will acquire Lot 1, La Vista City Centre Replat Six, (lots described in subsections “i” through “viii” together are referred to herein as “City Centre Property”).
- (ix) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, La Vista City Centre Replat 2,
  - Lots 7 and 12, La Vista City Centre Replat Three, and

Lot 2, La Vista City Centre Replat Four.

C. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarpy County Register of Deeds Instrument Number 2016-31244 (“2016 Subdivision Agreement”)) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three, in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2024-05486) pursuant to the 2024 Redevelopment Plan (the 2016 Subdivision Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Subdivision Agreement”). Terms, conditions and exhibits of the 2024 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types of uses and minimum requirements for Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements. The parties desire to amend the 2024 Subdivision Agreement consistent with changes set forth in the Fourth Amendment to Redevelopment Agreement in connection with improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of the subsequent phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel.

D. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sarpy County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2024-05485) pursuant to the 2024 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Redevelopment Agreement”). Terms, conditions and exhibits of the 2024 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area. Contemporaneously with this Amendment, the 2024 Redevelopment Agreement is being amended consistent with this Amendment to provide further specification with respect to building, parking and other related improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of Subsequent Phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel (“Fourth Amendment to Redevelopment Agreement”). Corresponding amendments also are being made to the 2024 Redevelopment Plan (“Amendment No. 4”). Provisions of the 2024 Redevelopment Plan, as amended by Amendment No. 4, and the 2024 Redevelopment Agreement, as amended by the Fourth Amendment to Redevelopment Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. City, in the interests of public health, safety, welfare, necessity and convenience, finds

and determines that improvements pursuant to the 2024 Redevelopment Plan, as amended by Amendment No. 4, (“2025 Redevelopment Plan”), the 2024 Subdivision Agreement, as amended by this Amendment, or the 2024 Redevelopment Agreement, as amended by the Fourth Amendment to Redevelopment Agreement, (“2025 Redevelopment Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as amended by this Amendment or the Fourth Amendment to Redevelopment Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, City, CDA and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2024 Subdivision Agreement and agree as follows:

I. Definitions. Unless otherwise defined or clearly indicated by the context in this Amendment, capitalized terms will have the meanings set forth in the 2024 Subdivision Agreement, 2025 Redevelopment Agreement or 2025 Redevelopment Plan.

II. Subdivider Improvements.

A. As part of the subsequent phases of Subdivider Improvements, Hotel at its sole cost will acquire Lot 1, Replat 6 (“Hotel Site”) and construct, own and otherwise provide for the Hotel Improvements described or depicted in the 2025 Redevelopment Agreement, including without limitation any required public, private or shared infrastructure or improvements. Final layout, facilities, improvements, and features of such Hotel Improvements will be set forth in final Plats, renderings, and site plans approved by the City from time to time in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City.

B. Replats and Final Plans. Replat 6 in connection with this Amendment and the Hotel Improvements is attached hereto as Exhibit II, which replat shall be subject to any modifications or additional replats as the City Engineer determines necessary or appropriate, and final approval by the City Council. Construction of Hotel Improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the 2024 Redevelopment Agreement as amended by this Amendment, the 2025 Subdivision Agreement, or applicable laws or regulations, as amended from time to time. Before the City releases Replat 6 for recording, Redeveloper shall record all easements that the City or CDA requires, as determined by the City Engineer and in form and content to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans, designs, boundaries, dimensions, components and features of the Hotel Improvements are preliminary and shall be subject to adjustment and finalization as the Redeveloper determines necessary or appropriate to carry out the 2025 Redevelopment Plan, subject to applicable laws,

rules and regulations.

C. Subdivider Infrastructure. Subdivider at its cost shall design, construct, operate, repair, replace and maintain the additional infrastructure improvements specified in Exhibit II ("Additional Subdivider Infrastructure Improvements"), which includes a preliminary cost estimate to design and construct said infrastructure improvements. Before the City releases any plat or replat for recording, Subdivider shall provide (i) a copy of the amendment to the CCRs adding responsibilities of the Association with respect to the Additional Subdivider Infrastructure Improvements to the satisfaction of the City Engineer, and (ii) a surety bond satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct Additional Subdivider Infrastructure Improvements, which shall be completed before the City issues a certificate of occupancy for the Hotel.

III. All provisions of the 2024 Subdivision Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2024 Subdivision Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2024 Subdivision Agreement, provisions of this Amendment shall govern and control.

IV. Other.

- a) Boundaries of the Public Improvement Redevelopment Project Area. Boundaries of the Public Improvement Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan, as amended, and shall remain the same and unchanged.
- b) Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Public Improvement Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including areas of La Vista City Centre involved in this Amendment replatted as Replat 6, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.
- c) Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Public Improvement Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to 84<sup>th</sup> Street, previously referred to as Nebraska Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan

and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

- d) Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Public Improvement Redevelopment Project Area after redevelopment, including without limitation parts of the Public Improvement Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2025 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.
- e) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan. Except as may be provided in the 2025 Redevelopment Plan, this Amendment or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2024 Subdivision Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- f) Site Plan of Public Improvement Redevelopment Project Area. The preliminary site plan of the Public Improvement Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- g) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Project Area after redevelopment are preliminarily projected in the 2024 Redevelopment Plan. Additional public facilities or utilities contemplated to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment, if any, are described or depicted in Exhibit II. The final public facilities or utilities, if any, will be subject to any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

- h) Building Requirements. Except for Design Standards as provided by or in accordance with the 2025 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- i) Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement or the 2025 Redevelopment Plan, zoning of the Hotel Site is consistent with the Future Zoning Map and accommodates the Public Improvement Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.
- j) This Amendment shall be subject to and carried out in accordance with the 2025 Redevelopment Plan.
- k) Any improvements described in this Amendment shall be in addition to other improvements described in the 2024 Subdivision Agreement.
- l) This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.
- m) Notwithstanding anything in this Amendment to the contrary:
  - (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement, or the 2025 Redevelopment Plan; and
  - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting

the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement, or the 2025 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2025 Redevelopment Plan, as amended from time to time.

- n) This Amendment has been authorized, issued, and entered into by the City to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.
- o) This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.
- p) The 2025 Redevelopment Plan and 2025 Redevelopment Agreement, including without limitation all exhibits of such 2025 Redevelopment Plan or 2025 Redevelopment Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.
- q) Headings are for convenience only and shall not be used in construing meaning.
- r) This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.
- s) This Amendment shall be subject to consent of all holders of security or other interests

with respect to any party's interest in any City Centre Property, in form and content satisfactory to the City Administrator of the City of La Vista or her designee.

- t) Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

CITY OF LA VISTA:

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, City Clerk

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Rachel Carl, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the City of La Vista, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the City to be their voluntary act and deed and the voluntary act and deed of said City.

[Seal]

\_\_\_\_\_  
Notary Public

LA VISTA CITY CENTRE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE MUSIC VENUE, LLC,  
a Nebraska limited liability company

By: City Ventures Holdings, LLC,  
a Nebraska limited liability company,  
Manager

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Ventures Holdings, LLC, a Nebraska limited liability company, Manager of City Centre Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public





CITY CENTRE 1.2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public



CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska  
limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, Sole Member of E&W Holdings, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said company.

[Seal]

\_\_\_\_\_  
Notary Public







**EXHIBIT II-3**

**ADDITIONAL SUBDIVIDER INFRASTRUCTURE IMPROVEMENTS**

- Public Improvements:  
Sidewalks, Sidewalk Landscaping, Street Furniture \$165,550
- Site Work: Site Utilities \$181,116
- Design of Public Infrastructure \$34,700

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
COMPREHENSIVE PLAN AMENDMENT TO INCORPORATE REDEVELOPMENT PLAN – THE 84 <sup>TH</sup> STREET REDEVELOPMENT AREA AMENDMENT NO. 4 AND THE LA VISTA ACTIVE MOBILITY PLAN	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

Public hearings have been scheduled and an Ordinance has been prepared to revise the Comprehensive Development Plan (“Comprehensive Plan”) to incorporate Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 4 (“Amendment No. 4”) and the City of La Vista Active Mobility Plan into the Comprehensive Plan.

**FISCAL IMPACT**

Funds are budgeted.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Comprehensive Plan, which is the general plan for development of the City as a whole, includes a number of supporting plans as appendices, including the *Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area*, as amended by Amendments No. 1, 2, and

3. A public hearing has been scheduled and a proposed Ordinance is presented for the City Council to incorporate Redevelopment Plan Amendment No. 4 into the Comprehensive Plan as Appendix E-4. The Ordinance also incorporates the Active Mobility Plan into the Comprehensive Plan as Appendix K, with respect to which a separate public hearing has been scheduled, and recategorizes remaining appendices of the Comprehensive Plan.

The Planning Commission after notice and public hearing on December 19, 2024 voted unanimously to recommend City Council approval of the updated Comprehensive Plan incorporating Redevelopment Plan Amendment No. 4, subject to, among other things, City Council adoption of Amendment No. 4. Such recommendation of the Planning Commission is on file with the Agency and City Council pursuant to a Certificate of the Chairman of the Planning Commission. The Planning Commission recommended approval of the Active Mobility Plan at its December 5, 2024 meeting.

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

AN ORDINANCE TO AMEND SECTION 1 OF ORDINANCE NO. 1522 CODIFIED IN LA VISTA MUNICIPAL CODE SECTIONS 151.01 AND 151.02 TO INCORPORATE AMENDMENT NO. 4 OF THE REDEVELOPMENT PLAN FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA AND THE CITY OF LA VISTA ACTIVE MOBILITY PLAN INTO THE COMPREHENSIVE DEVELOPMENT PLAN; TO REPEAL SECTION 1 OF ORDINANCE NO. 1522 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 AND ANY OTHER CONFLICTING ORDINANCES OR PARTS THEREOF AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE.

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

WHEREAS, Ordinance No. 1522 dated October 15, 2024 amended, repealed and replaced Section 1 of Ordinance No. 1510, codified in La Vista Municipal Code Sections 151.01 and 151.02 and incorporating the La Vista Comprehensive Plan, Updated December 2018, as amended March 19, 2024 in its entirety with, and adopted, revised Sections 151.01 and 151.02 and thereby the La Vista Comprehensive Plan, Updated December 2018, as amended October 15, 2024 ("Comprehensive Plan") including and incorporating therein without limitation the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area and Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area as Appendices D, E- 1, E-2 and E-3, respectively, in addition to other specified Appendices; and

WHEREAS, an amended comprehensive development plan, titled "La Vista Comprehensive Plan, Updated December 2018", as amended January 7, 2025, and incorporating therein the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 3 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 4 to the Redevelopment Plan for the 84th Street Redevelopment Area as Appendices D, E- 1, E- 2, E- 3 and E-4, respectively, and the City of La Vista Active Mobility Plan as Appendix L, in addition to other specified Appendices as recategorized, is presented with this Ordinance and incorporated herein by this reference;

WHEREAS, the Mayor and City Council desire to amend Ordinance No. 1522 and the Comprehensive Plan, and adopt the La Vista Comprehensive Plan, Updated December 2018, as amended January 7, 2025, including without limitation all Appendices.

NOW THEREFORE, the following are approved:

SECTION 1. Amendment of Section 1 of Ordinance No. 1522 codified in Municipal Code Sections 151.01 and 151.02. Section 1 of Ordinance No. 1522, codified in Municipal Code Sections 151.01 and 151.02, is hereby amended, repealed and replaced in its entirety with the following:

**§ 151.01 COMPREHENSIVE PLAN ADOPTED.** In order to accommodate anticipated long-range future growth, the La Vista Comprehensive Plan, Updated December 2018, as amended January 7, 2025, and including and incorporating therein, without limitation, the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area Amendment No. 3 to the Redevelopment Plan for the 84th Street Redevelopment Area, and Amendment No. 4 to the Redevelopment Plan for the 84th Street Redevelopment Area as Appendices D, E-1, E-2, E-3 and E-4, respectively, and the City of La Vista Active Mobility Plan as Appendix L, and further including and incorporating therein, without limitation, all other Appendices A, B, C, F, G, H, I, J, K and L as recategorized, as presented and on file with the City Clerk and as may from time to time be amended, is adopted as and shall constitute the comprehensive development plan of the City of La Vista and general plan for development of the City as a whole. Three copies of the adopted plan and any amendments thereto shall be kept with enacting or amending ordinances on file with the City Clerk and available for inspection by any member of the public during office hours.

**§ 151.02 ADOPTION OF OFFICIAL LA VISTA COMPREHENSIVE PLAN UPDATE.** The La Vista Comprehensive Plan, Updated December 2018, as amended January 7, 2025, received and recommended by the La Vista Planning Commission, and including and incorporating therein, without limitation, Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No, 2 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No, 3 to the Redevelopment Plan for the 84th Street Redevelopment Area, and Amendment No. 4 to the Redevelopment Plan for the 84th Street Redevelopment Area as Appendices D, E-1, E-2, E-3 and E-4, respectively, and the City of La Vista Active Mobility Plan as Appendix L, and further including and incorporating therein, without limitation, all other Appendices A, B, C, F, G, H, I, J, K and L as recategorized, as presented and on file with the City Clerk and as may from time to time be amended, is hereby adopted and shall constitute the official governing comprehensive development plan of the City, general plan for development of the city as a whole, and the successor and replacement of the La Vista Comprehensive Plan, Updated December 2018, as amended October 15, 2024, or any other previously adopted comprehensive development plan or amendment thereto."

**SECTION 2. Recitals.** Recitals at the beginning of this Ordinance and all documents, exhibits and appendices referenced in this Ordinance are incorporated into this Ordinance by such reference as if fully set forth herein.

**SECTION 3. Repeal.** Section 1 of Ordinance No. 1522 codified in Municipal Code Sections 151.01 and 151.02, and all other ordinances and any parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof are hereby repealed.

Ordinance No.

SECTION 4. 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 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication by the City Clerk or any designee of the City Clerk in a legal newspaper in or of general circulation within the City, or in book or pamphlet form or otherwise in accordance with applicable law.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
City Clerk

RESOLUTION NO 24-004

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE CITY OF LA VISTA CITY COUNCIL AN AMENDMENT TO THE CITY OF LA VISTA COMPREHENSIVE PLAN TO INCORPORATE REDEVELOPMENT PLAN FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA - AMENDMENT NO. 4 INTO THE COMPREHENSIVE PLAN

NOW THEREFORE BE IT RESOLVED, that

3. An amendment to the City of La Vista Comprehensive Plan, as previously amended, ("Comprehensive Plan"), is proposed to incorporate "*Redevelopment Plan for the 84th Street Redevelopment Area — Amendment No. 4*" into the Comprehensive Plan ("Comprehensive Plan Amendment"). The proposed *Redevelopment Plan for the 84th Street Redevelopment Area — Amendment No. 4* ("Redevelopment Plan Amendment No. 4") is presented at this meeting as a separate agenda item.
4. The Planning Commission, after notice and hearing, recommends that the City Council approve the Comprehensive Plan Amendment in form and content presented at this meeting, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) Agency recommendation and City Council adoption of Redevelopment Plan Amendment No. 4, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate.

PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF DECEMBER, 2024.

CITY OF LA VISTA PLANNING COMMISSION

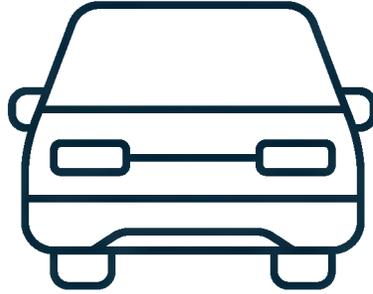
  
Chairman

# **Proposed Changes - Redlined**

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<b>8</b>	Public Process	<b>125</b>	Work Hard: Goals and Policies
<b>14</b>	<b>CHAPTER 2: OUR VISION</b>	<b>129</b>	Shop Local: Goals and Policies
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# TRANSPORTATION

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Transportation networks support the daily lives of every citizen in La Vista. The most important aspect of the transportation system is the connection it provides to the places that make up the community. This includes providing access to the area in which residents live, work and play. The existing transportation system connects residences with employment areas, commercial businesses, schools and parks, and is critical in providing a high quality of life.

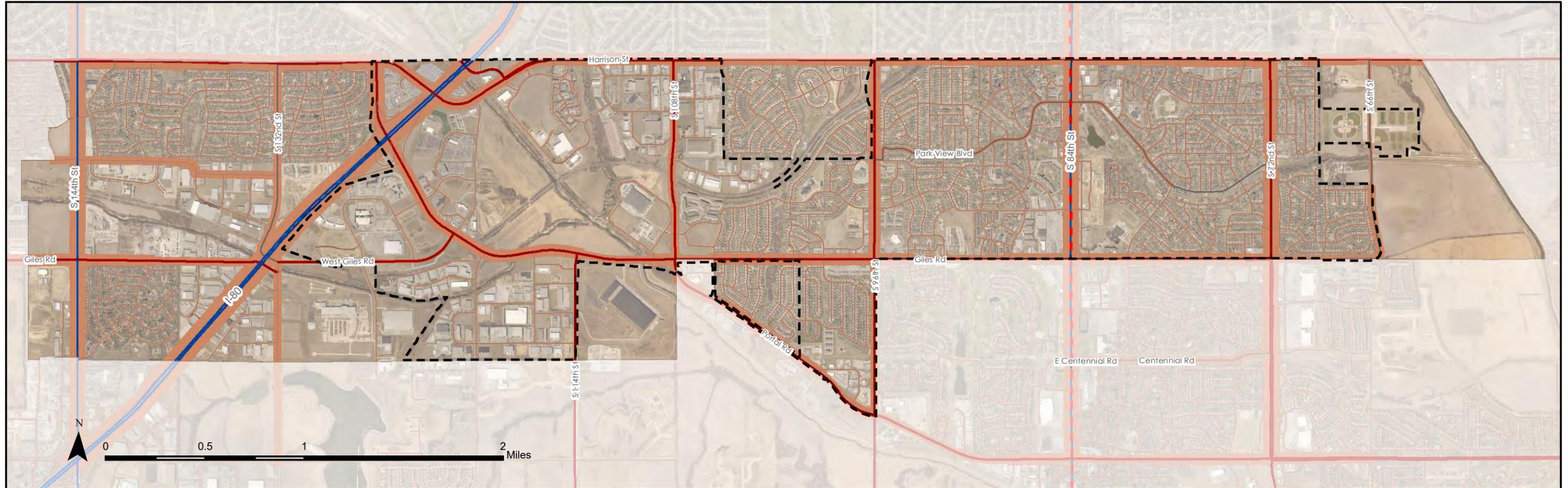
La Vista and areas in its planning jurisdiction are currently served by the following major street networks:

- Interstate 80 and Interchange at Giles Road
- Harrison Street
- Giles Road
- Portal Road
- 144th Street (Highway 50)
- 132nd Street
- 108th Street
- 96th Street
- 84th Street (Highway 85)
- 72nd Street
- 66th Street

## Highlights

- The existing roadway network is in good general condition and shows better-than-average wear for similarly aged facilities.
- The City of La Vista is served by one Metro Transit express route that has service limited to weekday peak hours.
- Availability of walking paths and trails can promote physical activity, ensure Safe Routes to School, and connect residents to local destinations.
- Three major trails could connect La Vista regionally: the Keystone Trail, the West Papio Trail, and the 144th Street Trail.

# Transportation



## LEGEND

- Municipal Boundary
- Regional Bus
- Highway
- Major Road
- Collector Road
- Local Road

### Average Annual Daily Trips



# ROADWAY NETWORK

The existing roadway systems serve the traveling public in and throughout the area. Commuters use the arterial networks to access major facilities and surrounding communities for jobs, business and commerce. This overall network combined with the local street networks provide access to the residential areas of La Vista and are overall in a good state of repair. Generally, the networks serve the community well and experience very few breakdowns or significant congestion. Those few areas that experience congestion during the peak hours include the interchange area at I-80 and Giles Road, Harrison Street west of Giles Road, and segments of 72nd and 84th Streets.

**TABLE II:  
Busiest Intersections**

Rank	Intersection
1	84th & Harrison
2	84th & Giles
4	144th & Harrison
8	72nd & Giles
12	144th & Giles
14	84th & Park View
16	72nd & Harrison
18	96th & Harrison
19	126th & Harrison
20	I-80 WB Ramps & 126th

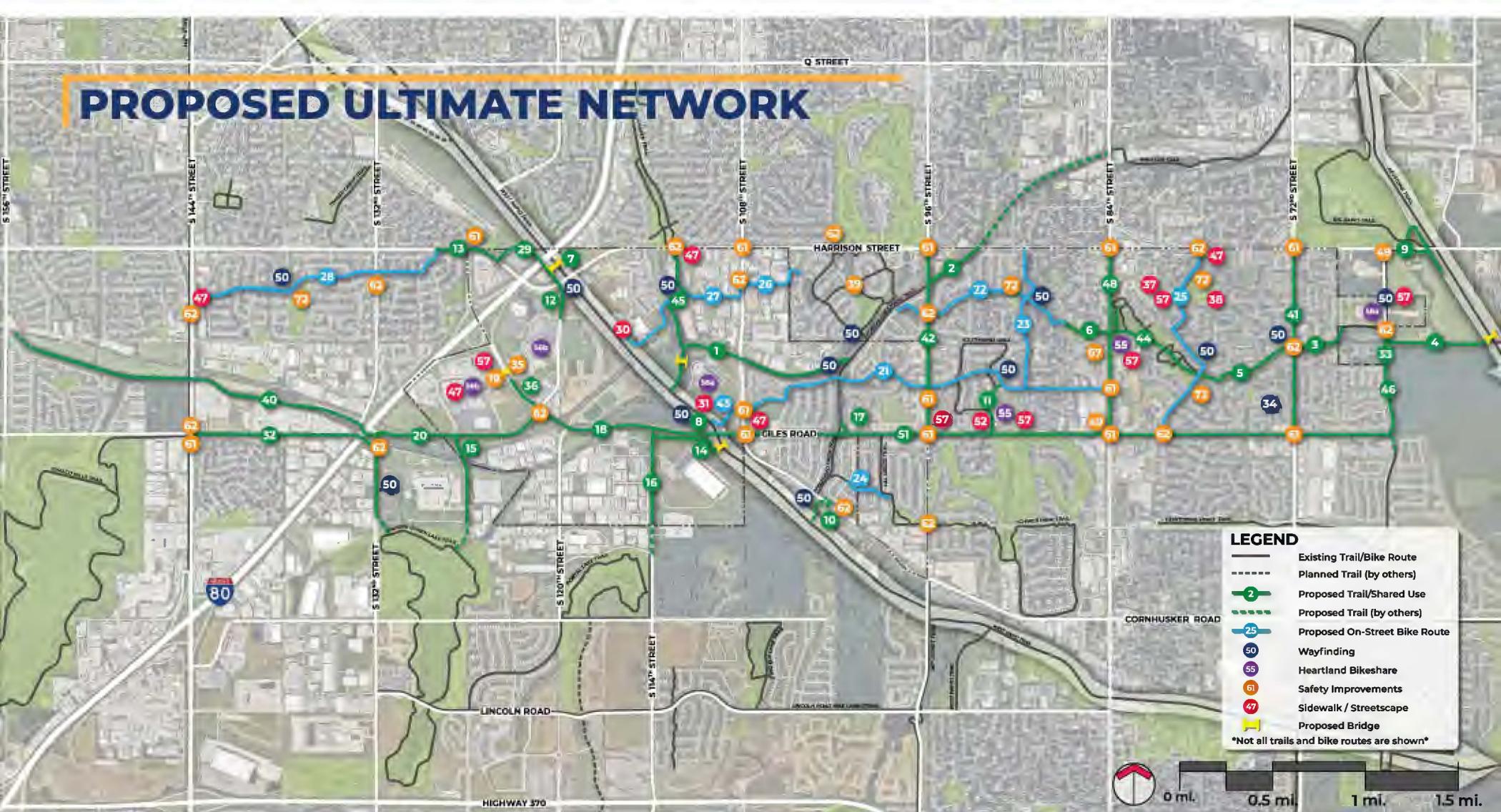
## TOP TRAFFIC INTERSECTIONS

According to the Metropolitan Area Planning Agency’s report titled *2016 Top Traffic Intersections*, of the top 20 intersections in Sarpy County, 10 are located in La Vista’s city limits or planning jurisdiction. Rankings are noted in the table to the left.

## TRANSIT

The City of La Vista is currently served by Express Route 93 (Weekday Only) that operates on 84th Street. This Metro Transit route serves one stop in the La Vista area at the CVS Pharmacy park and ride lot. This express route serves limited stops between Papillion/La Vista and the downtown Omaha area and the transfer station. La Vista and other jurisdictions in Sarpy County have been working with MAPA and Metro on a transit study to identify transit demand and service alternatives for the county.

# PROPOSED ULTIMATE NETWORK



**LEGEND**

- Existing Trail/Bike Route
- Planned Trail (by others)
- Proposed Trail/Shared Use
- Proposed Trail (by others)
- Proposed On-Street Bike Route
- Wayfinding
- Heartland Bikeshare
- Safety Improvements
- Sidewalk / Streetscape
- Proposed Bridge

\*Not all trails and bike routes are shown\*



## Other Proposed Policies

- |  |   |   |
|--|---|---|
| <b>63</b> Motorist and Cyclist Education   | <b>58</b> Improve Pedestrian Amenities                    | <b>70</b> Bike Rack Guidance  |
| <b>67</b> Informational / Advisory Signage | <b>59</b> Bike Fix-it Stations                            | <b>71</b> Implement ADA Audit Recommendations                       |
| <b>68</b> Improved Mobility Communications | <b>60</b> Wheelchair Seating Spaces                       | <b>73</b> Sidewalk Repair Fund                                      |
| <b>76</b> Police Officer Bike Patrols      | <b>64</b> Review Trail and Sidewalk Widths                | <b>75</b> Bike Rack Cost Share Program                              |
| <b>77</b> Active Mobility Considerations   | <b>65</b> Review and Update ADA policies                  | <b>79</b> Improve Pedestrian Amenities in Commercial & Retail Areas |
| <b>78</b> Improve Painting for Crossings   | <b>66</b> Truncated Dome Repairs                          | <b>74</b> Publicize Bike Maps                                       |
| <b>80</b> Legislative Advocacy             | <b>69</b> Encourage Pedestrian Facilities and Connections |   |



## STATEWIDE VANPOOL PROGRAM

The Nebraska Department of Transportation (NDOT) is now offering a statewide ridesharing program designed to accommodate groups of commuters who agree to share their ride to work in a larger vehicle. NDOT's contract with Enterprise Rideshare includes vans equipped with WiFi, 24-hour roadside assistance, liability insurance and scheduled maintenance. Drivers for each vanpool is a volunteer from the commuter group and each van can hold six to 15 people.

For more information on the vanpool program, contact NDOT, 402-479-4694.

## ~~ON & OFF STREET TRAILS~~

~~Most of La Vista neighborhoods enjoy a fully connected sidewalk and path system, including a number of internal paths within the Val Vista, Southwind, Portal Ridge, Cimarron Woods, and Val Verde neighborhoods. While these sidewalks and paths help children walk to their neighborhood school, the number of busy road crossings often deter pedestrians from walking or riding bicycles between neighborhoods, or to local shopping or recreational destinations.~~

~~There are a number of regional trails on the edges of the community, notably the Keystone Trail, the West Papio Trail, and the 144th Street Trail. Several key trail connections from La Vista to these regional trails are under construction or are yet to be made, such as the Applewood Creek Trail.~~

~~For a visual reference, see the Trails map on the previous page.~~

~~The Keystone Trail, that follows the Big Papillion Creek, connects residents south to Papillion and Bellevue, north to Omaha, and to other regional trails. There is a trail spur that connects to the La Vista Sports Complex on 66th Street. The City plans to connect the trail further into La Vista neighborhoods and nearby Mayor's Park, and eventually to Civic Center Park. This trail is proposed to follow Thompson Creek and connect under 84th Street, after the construction of an overhead structure that spans the roadway, and will provide new connections between neighborhoods on the east and west sides of 84th Street.~~

~~The West Papio Trail connects diagonally from Bellevue northwest through West Omaha along the West Papillion Creek. The trail has been paved south of Giles Road, and construction has recently been completed north of Giles Road to Harrison Street. There are opportunities to create on and off street trail connections to this trail as it crosses through La Vista.~~

~~The 144th Street Trail provides connections to Wehrspann Lake, Zorinsky Lake, and north to Standing Bear Lake. No off street trail currently connects La Vista residents to this regional trail.~~

## Active Mobility

La Vista City Council adopted the La Vista Active Mobility Plan in January of 2025, which focuses on connecting residents and visitors to destinations for work, living, recreation, and shopping via non-motorized modes such as walking, biking, rolling, and electric-assisted technologies like e-bikes and scooters. The plan, informed by public outreach and stakeholder input, prioritizes community health and well-being while also emphasizing accessibility and sustainability. Through a collaborative process, the plan outlines a phased approach, with a short-term focus on quickly implementable projects, a near-term vision for achieving a cohesive network, and a long-term, aspirational framework for fully developing La Vista’s active mobility system. It also highlights the importance of placemaking—enhancing the city’s appeal with visually engaging features like scenic overlooks and walking bridges—while providing funding options and strategies for implementing larger projects and closing key gaps in connectivity.

For a visual reference regarding many of the recommendations in the plan, including proposed trails, sidewalk connections, on-street bicycle facilities, pedestrian amenities, and more, see the proposed Ultimate Network map on the following page. The complete Active Mobility Plan is included as Exhibit L.



## What We've Heard

- Expand safety and walkability through new technology (such as automatic crosswalks).
- Expand knowledge of the trail system through trailheads, maps, signage, etc.
- Connect east and west La Vista.
- Expand and connect on- and off-street trail system; investigate underpasses at arterials; connect parks, schools, neighborhoods; connect to Keystone Trail and West Papio Trail.
- Prioritize a city-wide off-street trail system, but integrate an on-street trail system as a secondary transportation system.

## What Does This Mean For The City?

While the roadway network is in good shape with little congestion, goals and policies are needed to enhance opportunities for active transportation and recreation. Public comment coupled with the National Citizen Survey results clearly show the availability of paths and walking trails is a key issue to address in this Plan. Not only is it important to maintain and enhance the off-street trail system, it needs to be integrated with on-street facilities to improve connections between neighborhoods, jobs, shops, services, schools, and parks.

Ensuring widespread pedestrian and bicycle facilities is also integral to improving transportation options throughout the City, using innovative designs and new technologies. Strengthening partnerships with Metro Transit, and car, van and bike sharing services, can increase viable alternatives to driving.

Finally, improving the appearance of commercial corridors with high-quality landscaping and public art will enhance the City's identity and encourage people to frequent area businesses. Together, this approach will connect east and west La Vista and provide for the safe, sustainable, and efficient movement of people, goods, and services.



# APPENDICES

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**A. PUBLIC OUTREACH SUMMARIES**

**B. VISION 84 PLAN**

**C. BLIGHT STUDY**

**D. REDEVELOPMENT PLAN #1**

**E - 1. REDEVELOPMENT PLAN AMENDMENT #1**

**E - 2. REDEVELOPMENT PLAN AMENDMENT #2**

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**F. CIVIC CENTER PARK MASTER PLAN**

**G. CORRIDOR 84 STREETScape PLAN**

**H. PARKS MASTER PLAN**

**I. MINI PARKS PLAN**

**J. MUNICIPAL FACILITIES PLAN**

**K. LA VISTA LAND USE PLAN**

**L. LA VISTA ACTIVE MOBILITY PLAN**



# OTHER SUPPORTING PLANS

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# **APPENDIX B.** **VISION 84 PLAN**



**Adopted: 4/20/2010**

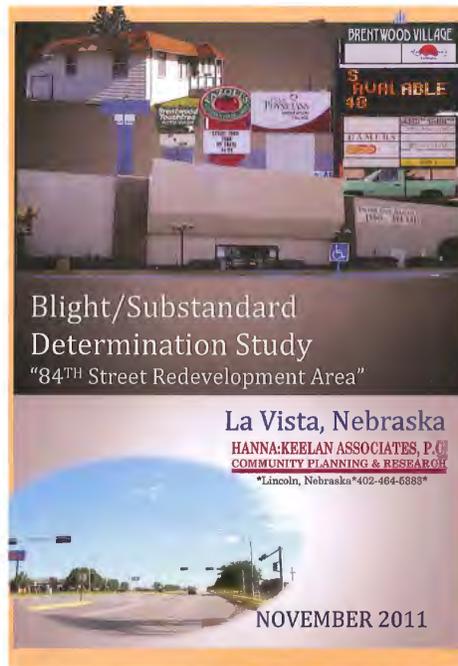
**Resolution #: 10-046**

**Link: <http://www.cityoflavista.org/DocumentCenter/Home/View/2600>**

# **APPENDIX C.**

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# **BLIGHT STUDY**



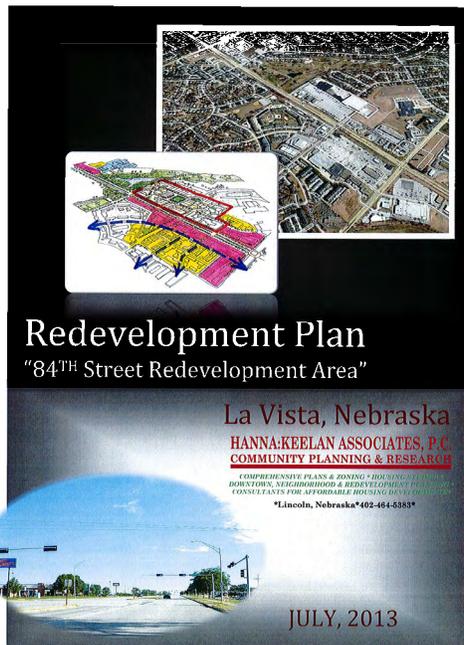
**Adopted: 2/7/2012**

**Resolution #: 12-011**

**Link: <http://www.cityoflavista.org/DocumentCenter/Home/View/3947>**

# APPENDIX D.

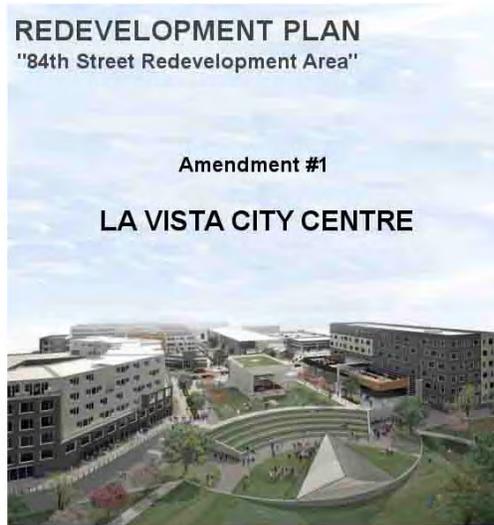
# REDEVELOPMENT PLAN #1



Adopted: 7/16/2013  
Resolution #: 13-065

Link: <http://www.cityoflavista.org/DocumentCenter/View/6183>

# **APPENDIX E-I.** **REDEVELOPMENT PLAN** **AMENDMENT #1**



Adopted by La Vista City Council  
August 2, 2016

**Adopted: 8/2/2016**  
**Resolution #: 16-085**  
**Link: <http://www.cityoflavista.org/DocumentCenter/View/9556>**

# **APPENDIX E-2.** **REDEVELOPMENT PLAN** **AMENDMENT #2**



**Adopted: 3/3/2020**

**Ordinance#: 1382**

**Link: <http://www.cityoflavista.org/DocumentCenter/View/9556>**

# **APPENDIX E-3.** **REDEVELOPMENT PLAN** **AMENDMENT #3**



**Proposed: 3/19/2024**  
**Ordinance #: 1510**

**Link:** <https://www.cityoflavista.org/Archive.aspx?ADID=4190>

# **APPENDIX E-4.** **REDEVELOPMENT PLAN** **AMENDMENT #4**



**Adopted: 1/7/2025**  
**Ordinance #: \_\_\_\_\_**

**Link: \_\_\_\_\_**

# APPENDIX F.

# CIVIC CENTER PARK MASTER PLAN



**Adopted: 6/18/2013**

**Resolution #: 13-057**

**Link: <http://www.cityoflavista.org/DocumentCenter/View/6107>**

# APPENDIX G.

# CORRIDOR 84 STREETScape PLAN

STA.

84TH STREETScape  
SCHEMATIC DESIGN PACKAGE



DESIGNWORKSHOP

**Adopted: 8/21/2018**  
**Resolution #: 18-107**

**Link: <http://www.cityoflavista.org/DocumentCenter/View/11759>**

# APPENDIX H. PARKS & RECREATION MASTER PLAN

## *LA VISTA PARK AND RECREATION MASTER PLAN*



**Adopted: December 3/4/2003**

**Ordinance #: 901**

**Link: <http://www.cityoflavista.org/recreation>**

# APPENDIX I.

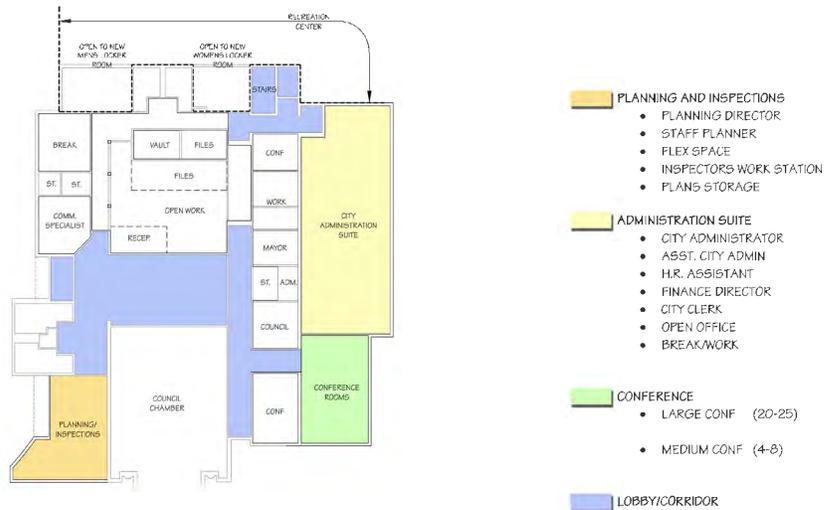
# MINI PARKS PLAN



Link: <http://www.cityoflavista.org/index.aspx?NID=933>

# APPENDIX # J.

# MUNICIPAL FACILITIES PLAN



**CITY HALL ADDITION AND MODIFICATIONS**  
 SCALE: 1" = 30'-0"  
 15' 0 15' 30'

**Adopted: October 2/3/2009**  
**Resolution #: 09-009**  
**Link: <http://www.cityoflavista.org/DocumentCenter/View/5949>**

# **APPENDIX **HK**.**

## **LA VISTA LAND USE PLAN**



**Adopted: 12/20/2022**

**Ordinance #: 1472**

**Link: <https://www.cityoflavista.org/DocumentCenter/View/21729/Agenda-Item-B>**

# APPENDIX L. ACTIVE MOBILITY PLAN



## Active Mobility Plan



January 2025

Adopted: 1/7/2025  
Ordinance #: \_\_\_\_\_  
Link: \_\_\_\_\_

# **Proposed Changes - Clean Version**

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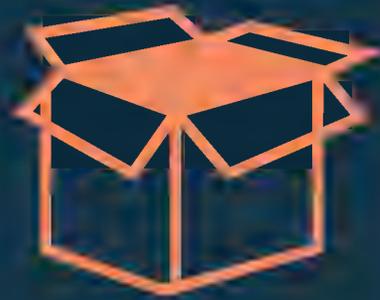
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# OTHER SUPPORTING PLANS

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# **APPENDIX B.** **VISION 84 PLAN**



**Adopted: 4/20/2010**

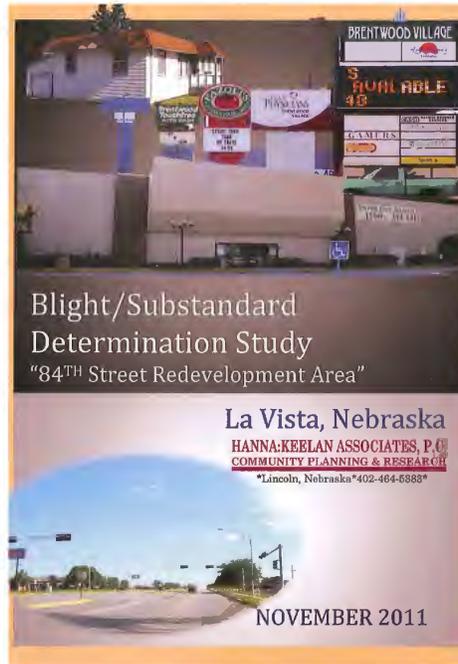
**Resolution #: 10-046**

**Link: <http://www.cityoflavista.org/DocumentCenter/Home/View/2600>**

# APPENDIX C.

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# BLIGHT STUDY

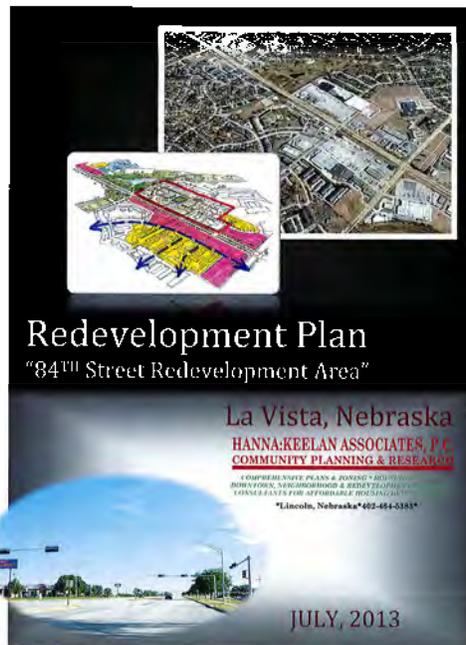


**Adopted: 2/7/2012**

**Resolution #: 12-011**

**Link: <http://www.cityoflavista.org/DocumentCenter/Home/View/3947>**

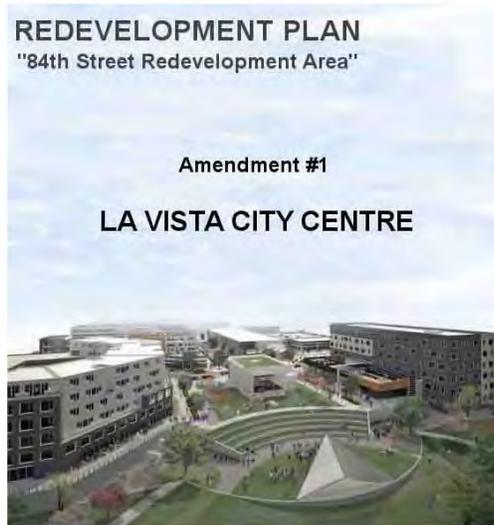
# APPENDIX D. REDEVELOPMENT PLAN #1



Adopted: 7/16/2013  
Resolution #: 13-065

Link: <http://www.cityoflavista.org/DocumentCenter/View/6183>

# **APPENDIX E-I.** **REDEVELOPMENT PLAN** **AMENDMENT #1**



Adopted by La Vista City Council  
August 2, 2016

**Adopted: 8/2/2016**  
**Resolution #: 16-085**  
**Link: <http://www.cityoflavista.org/DocumentCenter/View/9556>**

# **APPENDIX E-2.** **REDEVELOPMENT PLAN** **AMENDMENT #2**



**Adopted: 3/3/2020**

**Ordinance#: 1382**

**Link: <http://www.cityoflavista.org/DocumentCenter/View/9556>**

# **APPENDIX E-3.** **REDEVELOPMENT PLAN** **AMENDMENT #3**



**Adopted: 3/19/2024**

**Ordinance #: 1510**

**Link: <https://www.cityoflavista.org/Archive.aspx?ADID=4190>**

# APPENDIX E-4. REDEVELOPMENT PLAN AMENDMENT #4



Adopted: 1/7/2025  
Ordinance #: \_\_\_\_\_

Link: \_\_\_\_\_

# APPENDIX F.

# CIVIC CENTER PARK MASTER PLAN



**Adopted: 6/18/2013**

**Resolution #: 13-057**

**Link: <http://www.cityoflavista.org/DocumentCenter/View/6107>**

# APPENDIX G.

# CORRIDOR 84 STREETScape PLAN

LA VISTA, NEBRASKA

84TH STREETSCAPE  
SCHEMATIC DESIGN PACKAGE

PREPARED BY  
AECOM



DESIGNWORKSHOP

**Adopted: 8/21/2018**

**Resolution #: 18-107**

**Link: <http://www.cityoflavista.org/DocumentCenter/View/11759>**

# APPENDIX H. PARKS & RECREATION MASTER PLAN

## *LA VISTA PARK AND RECREATION MASTER PLAN*



**Adopted: December 3/4/2003**

**Ordinance #: 901**

**Link: <http://www.cityoflavista.org/recreation>**

# APPENDIX I.

# MINI PARKS PLAN



Link: <http://www.cityoflavista.org/index.aspx?NID=933>



# APPENDIX K.

# LA VISTA LAND USE PLAN



**Adopted: 12/20/2022**

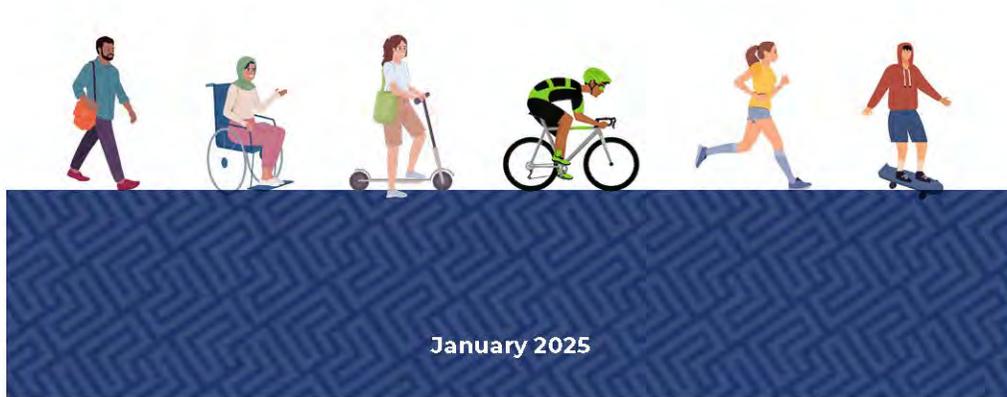
**Ordinance #: 1472**

**Link: <https://www.cityoflavista.org/DocumentCenter/View/21729/Agenda-Item-B>**

# APPENDIX L. ACTIVE MOBILITY PLAN



## Active Mobility Plan



January 2025

Adopted: 1/7/2025

Ordinance #: \_\_\_\_\_

Link: \_\_\_\_\_

# **REDEVELOPMENT PLAN**

**"84th Street Redevelopment Area"**

## **LA VISTA CITY CENTRE**

**Amendment #4**



**Presented to La Vista City Council**

**January 7, 2025**

## **Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area Amendment No. 4**

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area (“Redevelopment Area”) originally adopted on July 16, 2013 by the City Council of the City of La Vista, Nebraska and subsequently amended by Amendment No. 1 in 2016, Amendment No. 2 in 2020 and Amendment No. 3 in 2024, (such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, is referred to herein as “Redevelopment Plan”) is hereby further amended by this Amendment No. 4 to provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions (“Amendment”).

### **Preliminary Statement**

Before adopting the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, the entire Redevelopment Area in 2012 was declared by City Council Resolution No. 12-011, in accordance with all applicable statutory requirements, substandard and blighted and in need of redevelopment. The substandard and blighted Redevelopment Area is a threat to the stability and vitality of the City.

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area was adopted in 2013. Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and related Redevelopment Agreement and Subdivision Agreement, were adopted in 2016 (the “2016 Redevelopment Agreement” and “2016 Subdivision Agreement”), among other things, to provide for a Mixed Use Redevelopment Project and a Public Improvement Redevelopment Project in the Redevelopment Area and eliminating and preventing recurrence of the substandard and blighted area. The 2016 Redevelopment Agreement subsequently was amended by a First Amendment in 2017, Second Amendment in 2021 and Third Amendment in 2024 (the 2016 Redevelopment Agreement, as amended by such First Amendment, Second Amendment and Third Amendment, is referred to herein as “Redevelopment Agreement”). The 2016 Subdivision Agreement subsequently was amended by a First Amendment in 2019, Second Amendment in 2021 and Third Amendment in 2024 (the 2016 Subdivision Agreement, as amended by such First Amendment, Second Amendment and Third Amendment, is referred to herein as “Subdivision Agreement”). Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area incorporated the Second Amendment to the Subdivision Agreement and Second Amendment to the Redevelopment Agreement. Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area incorporated the Third Amendment to the Subdivision Agreement and Third Amendment to the Redevelopment Agreement.

The CDA, in initially recommending and adopting the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, designated the substandard and blighted Redevelopment Area as appropriate for one or more renewal/redevelopment projects, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 1, Amendment No. 2 and Amendment No. 3 to such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment.

Accordingly, the Redevelopment Area is a community redevelopment area. All works or undertakings pursuant to this Amendment or the Redevelopment Plan, Mixed Use Redevelopment Project, or Public Improvement Redevelopment Project, as amended, or otherwise in accordance with the Community Development Law constitute redevelopment projects under Neb. Rev. Stat. Section 18-2103. The CDA, in recommending and adopting Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, also designated the 84<sup>th</sup> Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 2 and Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment, and may be carried out from time to time in one or more actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.

CDA and City desire to further amend the Redevelopment Plan to provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions. The Redevelopment Plan, Mixed Use Redevelopment Project, Public Improvement Redevelopment Project and related redevelopment plan provisions are revised as provided in this Amendment. In addition to, and not in limitation of, any other finding or determination of the CDA or City, the CDA and City by recommending and adopting this Amendment find and determine that public and private actions, improvements, works, and resources as provided in this Amendment are in the public interest and necessary to eliminate and prevent recurrence of the substandard and blighted area. The projects provided in this Amendment have the potential to be catalysts for other projects to eliminate and prevent recurrence of the substandard and blighted Redevelopment Area, and to enhance or provide new residential, employment, shopping, recreational, restaurant, tourism, and entertainment options and amenities of and to the City and its residents, and additional tax revenues to the City.

### **Section 1. City Centre Mixed Use Redevelopment Project.**

A Fourth Amendment to the Redevelopment Agreement (“Fourth Amendment to Redevelopment Agreement”) is presented with this Amendment or on file with the City Clerk. Such Fourth Amendment to Redevelopment Agreement, substantially in form and content set forth in Exhibit 1 to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable, and the Redevelopment Agreement as amended by the Fourth Amendment to Redevelopment Agreement, are incorporated into this Amendment by reference (the Redevelopment Agreement as amended by the Fourth Amendment to Redevelopment Agreement is referred to in this Amendment as the “Amended Redevelopment Agreement”), and the Mixed Use Redevelopment Project and all Redevelopment Plan provisions are amended in accordance with such Fourth Amendment to Redevelopment Agreement and Amended Redevelopment Agreement.

Not in limitation of the foregoing, the Redevelopment Plan, among other things, provided for Mixed Use Improvements pursuant to the Mixed Use Redevelopment Project constructed and

paid for by Redeveloper, including use of tax increment financing (“TIF”) for Eligible Expenses. The CDA or its designee conducted a Cost-Benefit Analysis for the Mixed Use Redevelopment Project, as updated in connection with the Second Amendment to the 2016 Redevelopment Agreement, whose Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area as amended by Amendment Nos. 1 and 2 included the use of funds authorized by Neb. Rev. Stat. Section 18-2147 based on all phases of such Project and a Maximum Redevelopment Loan Amount constituting the cumulative limit on all Redevelopment Loan Amounts for all phases of the Mixed Use Redevelopment Project and redevelopment of the entire Mixed Use Redevelopment Project Area, using a model satisfactory to the City Administrator or her designee on behalf of the CDA for use by local projects and considering and analyzing applicable factors, including factors specified in Neb. Rev. Stat. Section 18-2113(2). Such Cost-Benefit Analysis, as previously updated, constitutes the current cost-benefit analysis for the Mixed Use Redevelopment Project and, because it is based on all phases of the Mixed Use Redevelopment Project and redevelopment of the entire Mixed Use Redevelopment Project Area, and a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, constitutes the cost-benefit analysis for each phase or Individual Mixed Use Redevelopment Project. In conducting the Cost-Benefit Analysis, a cost-benefit model developed for use by local projects considered and analyzed the following factors:

- (a) Tax shifts resulting from the division of taxes as provided in Neb. Rev. Stat. Section 18-2147;
- (b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of such provisions of the redevelopment project;
- (c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;
- (d) Impacts on other employers and employees within the City and the immediate areas that are located outside the boundaries of the area of the redevelopment project;
- (e) Impacts on the student populations of the school districts within the City; and
- (f) Any other impacts determined by the CDA to be relevant to the consideration of costs and benefits arising from the redevelopment project.

No changes to the Maximum Redevelopment Loan Amount or otherwise are proposed with respect to TIF for the Mixed Use Redevelopment Project as previously authorized and approved. Consequently, updates to the current Cost-Benefit Analysis are not proposed or required in connection with this Amendment, and such Cost-Benefit Analysis shall continue as and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, as amended by this Amendment, and, because it is based on all phases of the Mixed Use Redevelopment Project and a Maximum Redevelopment Loan Amount, as amended by the

Second Amendment to Redevelopment Agreement incorporated into the Redevelopment Plan, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, shall be and be deemed to continue to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The City Administrator or her designee on behalf of the CDA shall be authorized to conduct or have conducted any additional cost-benefit or other analysis from time to time as such City Administrator or designee determines in her or his discretion necessary or appropriate in connection with TIF or the Mixed Use Redevelopment Project.

## **Section 2. Public Improvement Redevelopment Project.**

The Fourth Amendment to Subdivision Agreement (“Fourth Amendment to Subdivision Agreement”) is presented with this Amendment or on file with the City Clerk. Such Fourth Amendment to Subdivision Agreement, substantially in form and content set forth in Exhibit 2 to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable, and the Subdivision Agreement as amended by the Fourth Amendment to Subdivision Agreement, are incorporated into this Amendment by reference (the Subdivision Agreement as amended by the Fourth Amendment to Subdivision Agreement is referred to herein as “Amended Subdivision Agreement”), and the Public Improvement Redevelopment Project and all related Redevelopment Plan provisions are amended in accordance with such Fourth Amendment to Subdivision Agreement and Amended Subdivision Agreement.

## **Section 3. Other**

A. This Amendment shall be conditional on execution and recording of the Fourth Amendment to Redevelopment Agreement and Fourth Amendment to Subdivision Agreement substantially in form and content set forth in exhibits to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable.

B. All improvements and all acquisitions and conveyances of all real property and interests therein of the City or CDA as the City, CDA, City Administrator, or City Engineer from time to time determines necessary or appropriate to carry out this Amendment or the Redevelopment Plan, as amended by this Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area, are authorized and approved.

C. At the option of the City or CDA, parcels or improvements described in this Amendment may be financed (including, without limitation, financing pursuant to Neb. Rev. Stat. Section 18-2147), developed, or constructed together with, or separately from, one or more other parcels or improvements under the Redevelopment Plan as amended by this Amendment; and any of which done separately may be treated as a separate redevelopment project and plan of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project that shall be carried out in accordance with the Redevelopment Plan as amended by this Amendment and any applicable redevelopment contract, subdivision agreement, or other agreements, documents, or instruments. To the extent that a redevelopment plan authorizes the division of ad valorem

taxes levied upon only a portion of the real property included in such redevelopment plan, any improvements funded by such division of taxes shall be related to, determined, and carried out in accordance with the redevelopment plan that authorizes such division of taxes.

D. Notwithstanding anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, the City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Sections 19-3301 et seq, 66-4,101, and 77-27,142, and various provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise its statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all applicable statutory powers and authority to carry out this Amendment, the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council, if any. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to the Redevelopment Plan as amended by this Amendment, or any subsequent amendment, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, or fund the redevelopment projects, improvements, works, costs, or expenses under the Redevelopment Plan as amended by this Amendment.

E. The general plan for development of the City as a whole is the City's Comprehensive Plan. The Comprehensive Plan incorporates the Redevelopment Plan, and in conjunction with this Amendment is amended to incorporate this Amendment. Accordingly, CDA in recommending this Amendment finds and determines that this Amendment, and the Redevelopment Plan as amended by this Amendment, is in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan.

F. CDA approval and recommendation of this Amendment to the City, and City approval of this Amendment and any City Comprehensive Plan amendment incorporating this Amendment, among other things, shall constitute and be deemed to be:

1. Findings and determinations that this Amendment, and the Redevelopment Plan as amended by this Amendment, is sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment,

improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements; and its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project areas; and

2. Following the hearings required under Neb. Rev. Stat. Section 18-2115, findings and documentation in writing by the governing body of the City that this Amendment, and the Redevelopment Plan as amended by this Amendment, is feasible and in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan, as amended by incorporation of this Amendment, and in conformity with the legislative declarations and determinations set forth in the Community Development Law.

G. The Mixed Use Redevelopment Project and related Redevelopment Plan provisions, as previously approved, provide for use of funds authorized by Neb. Rev. Stat. Section 18-2147 and include findings and documentation in writing by the governing body of the City that:

1. Such Mixed Use Redevelopment Project in the Redevelopment Plan as amended by this Amendment would not be economically feasible without the use of tax-increment financing,
2. Such Mixed Use Redevelopment Project would not occur in the community redevelopment area without the use of tax-increment financing, and
3. The costs and benefits of such Mixed Use Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to be in the long-term best interest of the community impacted by such redevelopment project.

This Amendment does not add, subtract or modify use of funds previously authorized under Neb. Rev. Stat. Section 18-2147 with respect to the Mixed Use Redevelopment Project and related Redevelopment Plan provisions; and by approving this Amendment, the governing body of the City hereby ratifies and affirms the findings and documentation previously provided with respect to the Mixed Use Redevelopment Project, related Redevelopment Plan provisions and three enumerated items of this subsection G above.

H. The City or CDA from time to time shall be authorized, but not required, to issue, sell, purchase, or undertake all types of warrants, notes, bonds, refunding bonds, certificates, debentures, indebtedness or other obligations secured or payable by or from all permitted receipts, funds or sources, and to exercise or take all rights, authority, powers, discretion and actions, on such terms or conditions as it determines necessary or appropriate, to carry out this Amendment, or the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the Redevelopment Area, including without limitation, issuing, selling, purchasing, or undertaking any warrants, notes, bonds, refunding bonds, certificates,

debentures, indebtedness or other obligations, or exercising any rights, authority, powers, or discretion, or taking any action, pursuant to applicable provisions of the Community Development Law, Neb. Rev. Stat. Section 18-2142.02, 19-3301 et seq, 66-4,101, or 77-27,142, Chapter 13, 16, 18, or 19 or any other provisions of Nebraska Statutes, or any other applicable laws, regulations, or guidance.

I. Notwithstanding anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, any past, present, or future cost, expense, or requirement of this Amendment or the Redevelopment Plan as amended by this Amendment, at the election of the City or CDA, may be financed, funded, paid, reimbursed, or carried out by the City or CDA based on any authority and utilizing any taxes, funds, receipts, proceeds, sources, resources, authority, or structures whatsoever now or hereafter of or available to the City or CDA under the Community Development Law or any other applicable laws or regulations.

J. Each right, authority, power, or discretion of City or CDA pursuant to this Amendment, the Redevelopment Plan as amended by this Amendment, or under applicable laws, regulations, or other guidance, unless otherwise expressly provided therein to the contrary, shall be considered full, complete, independent, additional and supplemental to, and shall not be considered amendatory to or limited by, any other right, authority, power, or discretion. All such laws, regulations, or other guidance, and all grants of rights, authority, powers, and discretion to the City or CDA, shall be liberally construed, and the City and CDA each shall have all incidental rights and powers necessary or appropriate to carry into effect this Amendment, the Redevelopment Plan as amended by this Amendment, laws, regulations, other guidance, rights, authority, powers, or discretion.

K. Recitals and preliminary statements at the beginning of this Amendment and all documents, instruments, and exhibits referenced in this Amendment are hereby incorporated into and made part of this Amendment by reference. Except as otherwise expressly provided, any drawings, plans, works, boundaries, improvements, and requirements of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended by this Amendment, are preliminary and conceptual, the final form and content of which shall be subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate, and final approval of the City or CDA as the case may be.

L. This Amendment supersedes and controls over any provisions of the Redevelopment Plan to the extent contrary to or inconsistent with this Amendment, and all provisions of such Redevelopment Plan shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the Redevelopment Plan shall continue in effect.

M. In addition to any express provisions of this Amendment or the Redevelopment Plan as amended by this Amendment, City and CDA in implementing or carrying out this Amendment or the Redevelopment Plan as amended by this Amendment each shall have and in its discretion shall be authorized to exercise all powers and authority granted by applicable Nebraska law, including without limitation, all powers and authority under Chapters 13, 16, 18, 19, 66, and 77 of Nebraska Statutes.

N. Terms and conditions of this Amendment and the Redevelopment Plan as amended by this Amendment or otherwise from time to time shall be construed and interpreted in accordance with Nebraska Statutes, as amended from time to time, and any such terms or conditions shall be deemed amended for any changes in any such statutes to the extent required by legislation enacting the changes. In the event any clause or provision of this Amendment or the Redevelopment Plan, as amended, is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, or by other governmental authority with jurisdiction thereof, the remaining portion of this Amendment or the Redevelopment Plan, as amended, shall not be affected thereby.

O. Headings are for convenience only and shall not be used in construing meaning of provisions of this Amendment.

P. Unless the context otherwise requires or this Amendment otherwise provides (i) terms used in this Amendment shall have the meanings as provided in the Redevelopment Plan, and (ii) references to "Redevelopment Plan" in the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, or Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area shall be deemed modified to mean the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area and this Amendment.

Q. By recommending and approving the Redevelopment Plan, the CDA and City Council designated and agreed to the designation of the entire Redevelopment Area pursuant to Neb. Rev. Stat. Section 18-2103(22) as eligible for imposition of occupation taxes under Neb. Rev. Stat. Section 18-2142.02, and agreed to the designation of some or all of the 84<sup>th</sup> Street Redevelopment Area from time to time as one or more enhanced employment areas and to the imposition of one or more occupation taxes therein as the City Council from time to time determines in its sole discretion, and specifically that the City shall be authorized to periodically specify and adjust the boundaries of any enhanced employment areas within the Redevelopment Area, to include up to the entire Redevelopment Area in one or more enhanced employment areas, and to levy occupation taxes therein from time to time pursuant to section 18-2142.02, determine or adjust the rates of such occupation taxes, and collect, modify, revoke, or relevy such occupation taxes without any notice or consent required to or of CDA, all of which designations, agreements and authorizations the CDA and City Council, by recommending and approving this Amendment, ratify, affirm and approve. Not in limitation of the foregoing provisions of this subsection "Q," all enhanced employment areas or occupation taxes specified in or adopted in accordance with the Amended Subdivision Agreement or Amended Redevelopment Agreement incorporated into this Amendment, in form and content approved by City or CDA, are ratified, affirmed and approved, and approval by the governing body of the City shall constitute and be deemed to be a determination by such governing body that the requirements of Neb. Rev. Stat. Section 18-2116(2) are satisfied based on any written undertakings by any redeveloper in connection with any application or approval.

R. Not in limitation of anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, the CDA in recommending this Amendment authorizes the City Council, Mayor, City Administrator, City Engineer or City Treasurer to authorize, approve, and make expenditures, payments, orders, warrants, requisitions, or disbursements of any funds on behalf of the CDA. Any action taken by the City Council, Mayor, City Administrator, City Engineer, or City Treasurer on behalf of the City also shall constitute authorization and approval on behalf of the CDA to the extent such authorization or approval is required. Notwithstanding the foregoing, the City and CDA do not anticipate any transfer of funds from the City to the CDA. Rather, the City and CDA, with possible exception of tax increment financing or as otherwise required by the circumstances or authorized by the City Council, Mayor or City Administrator, intend that the City will retain custody and control of all receipts and funds, and by agreement, specific authorization, approval, or otherwise directly pay any amount, cost, or expense connected with performance described in this Amendment or the Redevelopment Plan as amended by this Amendment.

S. Any agreement at any time entered by the City or CDA reciting in substance that it has been entered into by the City or CDA to provide financing for an approved redevelopment project shall be conclusively deemed to have been entered into for such purpose and such project shall be conclusively deemed to have been planned, located, and carried out in accordance with the purposes and provisions of the Community Development Law. For this purpose and all such agreements, “financing” shall mean any obligation to pay, pay for, or reimburse costs, expenses or improvements.

T. Approval of this Amendment shall be deemed to constitute approval of the Redevelopment Plan as amended by this Amendment, and approval of each redevelopment project and related plan provisions.

U. Displacement of families from the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area is not expected, though if it were to occur, any relocation of families would be carried out in accordance with the requirements of applicable law.

V. All authority and rights granted by this Amendment or the Redevelopment Plan as amended by this Amendment shall include, without limitation, acquiring, obtaining, exercising, conveying, or providing all property, rights and interests, taking or performing all actions, and entering, adopting, or executing all agreements, documents and instruments as the City or CDA or its designee determines necessary or appropriate; and approving, issuing, undertaking, paying for, or otherwise obtaining all improvements, works, funds, or obligations in connection with this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment contracts or projects, or as the governing body of the City, CDA, or its designee from time to time determines necessary or appropriate in connection with eliminating or preventing recurrence of the substandard and blighted 84<sup>th</sup> Street Redevelopment Area, to carry out this Amendment or the Redevelopment Plan as amended by this Amendment, or for redevelopment of the 84<sup>th</sup> Street Redevelopment Area.

W. It is anticipated that cooperation and coordination of the CDA and City with each other or other parties might be necessary or appropriate to facilitate implementation of this

Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment project, and such cooperation or coordination as determined by the City Administrator or her designee is authorized to the fullest extent permitted by applicable law. Not in limitation of the foregoing, City and CDA each shall have authority to assign, delegate, assume, undertake, or carry out to, from, or for the other or otherwise assist with any performance or action pursuant to this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment project or contract, or as otherwise necessary or appropriate to carry out any redevelopment project or contract.

Adopted and approved January 7, 2025.

**EXHIBIT 1**

**Fourth Amendment to Redevelopment Agreement**

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### **FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT**

This Fourth Amendment to Redevelopment Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section Vy below by and among the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by City of La Vista Ordinance No. 1167 on February 12, 2012 (“CDA”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 1.2 LLC, a Nebraska limited liability company (“City Centre 1.2”), City Centre 1.3 LLC, a Nebraska limited liability company (“City Centre 1.3”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”), E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) and City Centre Hotel, LLC (“Hotel”) (LVCC, Music Venue, Rocket Property, City Centre 1.1, City Centre 1.2, City Centre 1.3, City Centre 2, E&W and Hotel together herein “Redeveloper”).

**Recitals.** The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”), in 2020 by Amendment No. 2 and in 2024 by Amendment No. 3 (the 2016 Redevelopment Plan as amended by Amendments No. 2 and No. 3 referred to herein as “2024 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project. The Mixed Use Redevelopment Project and TIF related amounts or

**Upon Recording Please Return To:**

Fitzgerald Schorr PC LLO

Attn: Tom McKeon

10050 Regency Circle

Omaha, NE 68114

projections in connection with Amendment No. 1 to the Redevelopment Plan - 84th Street Redevelopment Area or 2016 Redevelopment Agreement (defined below), as subsequently amended in connection with Amendment No. 2, among other things included a hotel within the Mixed Use Redevelopment Project Area.

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”), and Lot 2, Replat 5 further replatted in connection with this Amendment as Lots 1 and 2, La Vista City Centre Replat 6 (“Replat 6”).

Lot ownership:

- (i) Store Master Funding XXI LLC and Rocket Property, as successors of La Vista Car Wash LLC, are owner and leasehold owner, respectively, of land and improvements of Lot 1, La Vista City Centre, and Rocket Property represents that it is authorized under the governing lease to execute this Amendment,
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, La Vista City Centre Replat 2,
  - Lots 6, 8, 9 and 11, La Vista City Centre Replat Three (E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat Three),
  - Lot 1, La Vista City Centre Replat Four,
  - Lots 1 and 2, La Vista City Centre Replat 5, and
  - Lots 1 & 2, La Vista City Centre Replat 6,
- (iii) City Centre 1.1, as successor of LVCC and City Centre 1, owns Lots 14 and 15, La Vista City Centre,
- (iv) City Centre 1.3, as successor of LVCC and City Centre 1, owns Lot 2, La Vista City Centre Replat 1,
- (v) City Centre 1.2, as successor of LVCC and City Centre 1, owns Lot 10, La Vista City Centre Replat Three,
- (vi) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three,
- (vii) Music Venue, as successor of LVCC, owns Lot 3, La Vista City Centre Replat Four, and
- (viii) Hotel, contemporaneously with this Fourth Amendment and as successor of LVCC, will acquire Lot 1, La Vista City Centre Replat Six, (lots described in subsections “i” through “viii” together are referred to herein as “City Centre

Property”).

- (vi) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, La Vista City Centre Replat 2,
  - Lots 7 and 12, La Vista City Centre Replat Three, and
  - Lot 2, La Vista City Centre Replat Four.

C. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sarpy County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2024-05485) pursuant to the 2024 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Redevelopment Agreement”). Terms, conditions and exhibits of the 2024 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area. The parties desire to amend the 2024 Redevelopment Agreement to provide further specification with respect to building, parking and other related improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of the Subsequent Phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel.

D. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarpy County Register of Deeds Instrument Number 2016-31244) (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three, in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2024-05486) pursuant to the 2024 Redevelopment Plan (the 2016 Subdivision Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Subdivision Agreement”). Terms, conditions and exhibits of the 2024 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types of uses and minimum requirements for Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements. Contemporaneously with this Amendment, the 2024 Subdivision Agreement is being amended consistent with changes in this Amendment regarding improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of subsequent phases for operation and use as a hotel (“Fourth Amendment to Subdivision Agreement”). Corresponding amendments also are being made to the 2024 Redevelopment Plan (“Amendment No. 4”). Provisions of the 2024

Redevelopment Plan, as amended by Amendment No. 4, and the 2024 Subdivision Agreement, as amended by the Fourth Amendment to Subdivision Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. CDA, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2024 Redevelopment Plan, as amended by Amendment No. 4 (“2025 Redevelopment Plan”), the 2024 Redevelopment Agreement, as amended by this Amendment, or the 2024 Subdivision Agreement, as amended by the Fourth Amendment to Subdivision Agreement (“2025 Subdivision Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The CDA determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended by this Amendment or the Fourth Amendment to Subdivision Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, CDA, City, and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2024 Redevelopment Agreement and agree as follows:

I. Definitions. Unless otherwise defined or clearly indicated by the context in this Amendment, capitalized terms will have the meanings set forth in the 2024 Redevelopment Agreement, 2025 Subdivision Agreement or 2025 Redevelopment Plan.

II. Mixed Use Redevelopment Project.

A. As part of the Subsequent Phases of the Mixed Use Redevelopment Project, Hotel at its sole cost will acquire Lot 1, Replat 6 (“Hotel Site”) and finance, fund, design, construct, equip and own on such Hotel Site within the Mixed Use Redevelopment Project Area building, parking and other improvements to be used, operated, maintained, replaced and repaired as a hotel having approximately 129 guest rooms and related amenities under and in accordance with applicable Marriott Springhill Suites franchise and brand standards, including without limitation standards governing maintenance, repairs, replacements and renovations, and at its sole cost, design, construct, equip on or adjacent to such Hotel Site any required Redeveloper Public Improvements in connection with such hotel, (such hotel and other improvements together referred to herein as “Hotel Improvements”). A preliminary site plan and rendering or description of the Hotel Improvements are attached as Exhibit II. Final layout, facilities, improvements, and features of such Hotel Improvements will be set forth in final Plats, renderings, and site plans approved by the City from time to time in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City. Any material changes to principal facilities, uses, purposes, franchise or brand of the Hotel Improvements or Hotel Site will be subject to consent of the CDA as indicated in writing by the Mayor or City Administrator.

B. Replats and Final Plans. Replat 6 in connection with this Amendment and the Hotel Improvements is attached hereto as Exhibit II, which replat shall be subject to any modifications or additional replats as the City Engineer determines necessary or appropriate, and final approval by the City Council. Construction of Hotel Improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the 2024 Redevelopment Agreement as amended by this Amendment, the 2025 Subdivision Agreement, or applicable laws or regulations, as amended from time to time. Before the City releases Replat 6 for recording, Redeveloper shall record all easements that the City or CDA requires, as determined by the City Engineer and in form and content to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans, designs, boundaries, dimensions, components and features of the Hotel Improvements are preliminary and shall be subject to adjustment and finalization as the Redeveloper determines necessary or appropriate to carry out the 2025 Redevelopment Plan, subject to applicable laws, rules and regulations.

III. Tax Increment Financing. After applicable cost-benefit and other requirements with respect to the Mixed Use Redevelopment Project, as amended, were satisfied, the 2016 Redevelopment Plan and 2016 Redevelopment Agreement, as amended by Amendment No. 2 and the Second Amendment, respectively, authorized TIF and Redevelopment Loans to fund or pay Eligible Expenses in connection with redevelopment of the Mixed Use Redevelopment Project Area, including the Hotel Site and a hotel, and further authorized CDA's facilitation and participation in such TIF and Redevelopment Loans to fund or pay site-specific Eligible Expenses, subject to the Maximum Redevelopment Loan Amount constituting the cumulative limit on all Redevelopment Loan Amounts of all Redevelopment Loans of the Mixed Use Redevelopment Project and all Projects within the Mixed Use Redevelopment Project Area; all of which, and in particular use of TIF for Eligible Expenses in connection with redevelopment of the Hotel Site and Hotel Improvements, is hereby ratified, affirmed and approved.

IV. All provisions of the 2024 Redevelopment Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2024 Redevelopment Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2024 Redevelopment Agreement, provisions of this Amendment shall govern and control. If terms or conditions of any applicable franchise or brand standards are ambiguous or conflict, the interpretation or terms or conditions providing for the better quality or higher standard will control.

V. Other.

a. Boundaries of the Mixed Use Redevelopment Project Area. Boundaries of the Mixed Use Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan and adjusted by the Second Amendment to Redevelopment Agreement incorporated into the 2016 Redevelopment Plan, as amended by Amendment No. 2, and shall remain the same and unchanged.

b. Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Mixed Use Redevelopment Project

Area are provided in the 2016 Redevelopment Plan, including areas of La Vista City Centre involved in this Amendment replatted as Replat 6, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

c. Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Mixed Use Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Redevelopment Agreement incorporated into the 2024 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Mixed Use Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

d. Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Mixed Use Redevelopment Project Area after redevelopment, including without limitation parts of the Mixed Use Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2025 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.

e. Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Redevelopment Agreement incorporated into the 2024 Redevelopment Plan. Except as may be provided in the 2025 Redevelopment Plan, this Amendment, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2024 Redevelopment Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

f. Site Plan of Mixed Use Redevelopment Project Area. The preliminary site plan of the Mixed Use Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to

Redevelopment Agreement incorporated into the 2024 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

g. Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Project Area after redevelopment are preliminarily projected in the 2024 Redevelopment Plan. Additional public facilities or utilities contemplated to support the new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment, if any, are described or depicted in Exhibit II. The final public facilities or utilities, if any, will be subject to any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

h. Building requirements. Except for Design Standards as provided by or in accordance with the 2024 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.

i. Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 Redevelopment Plan, zoning of the Hotel Site is consistent with the Future Zoning Map and accommodates the Mixed Use Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.

j. Consents and Certifications. Redeveloper ratifies, affirms, represents and certifies to CDA as follows:

i. Consent to designation of all or part of the Mixed Use Redevelopment Project Area as an enhanced employment area, and

ii. Certification that

a. It has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for a project located or to be located within the redevelopment project area;

b. No such application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue; and

c. No such application has been approved under the Nebraska Advantage Act or the ImagiNE Nebraska Act.

k. Document Retention. Each Redeveloper shall retain copies of all supporting documents in its possession or control that are associated with the 2025 Redevelopment Plan or Mixed Use Redevelopment Project, as amended, and that are received or generated by it for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City of La Vista as needed to comply with the City's retention requirements under Neb. Rev. Stat. section [18-2117.04](#). For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to Neb. Rev. Stat. section [18-2113](#) and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

l. All ad valorem taxes levied upon real property in the Mixed Use Redevelopment Project Area, as amended from time to time, shall be paid before the taxes become delinquent in order for the Mixed Use Redevelopment Project to receive funds from the division of taxes, except the City Administrator or her designee in his or her sole discretion may waive the requirement upon finding that a delinquency was for good and sufficient cause beyond the control of Redeveloper.

m. This Amendment describes one or more redevelopment projects and shall constitute a redevelopment contract for redevelopment within the Mixed Use Redevelopment Project Area, as amended from time to time, in conformity with the 2025 Redevelopment Plan.

n. A redevelopment project that includes the division of taxes as provided in Neb. Rev. Stat. Section [18-2147](#) shall not provide for the reimbursement of costs incurred prior to approval of the redevelopment project, except for costs relating to:

- (1) The preparation of materials and applications related to the redevelopment project;
- (2) The preparation of a cost-benefit analysis conducted pursuant to section [18-2113](#);
- (3) The preparation of a redevelopment contract;
- (4) The preparation of bond and other financing instruments;
- (5) Land acquisition and related due diligence activities, including, but not limited to, surveys and environmental studies; and
- (6) Site demolition and preparation.

o. This Amendment shall be subject to and carried out in accordance with the 2025 Redevelopment Plan.

p. Any improvements described in this Amendment shall be in addition to other improvements described in the 2024 Redevelopment Agreement.

q. This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

- r. Notwithstanding anything in this Amendment to the contrary:
- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 Redevelopment Plan; and
  - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2025 Redevelopment Plan, as amended from time to time.
- s. This Amendment has been authorized, issued, and entered into by the CDA to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.

t. This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.

u. The 2025 Redevelopment Plan and 2025 Subdivision Agreement, including without limitation all exhibits of such 2025 Redevelopment Plan or 2025 Subdivision Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

v. Headings are for convenience only and shall not be used in construing meaning.

w. This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.

x. This Amendment shall be subject to consent of all holders of security or other interests with respect to any party's interest in any City Centre Property, in form and content satisfactory to the City Administrator of the City of La Vista or her designee.

y. Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

LA VISTA COMMUNITY DEVELOPMENT AGENCY:

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

\_\_\_\_\_  
Rachel Carl, City Clerk

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Rachel Carl, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the Agency to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

\_\_\_\_\_  
Notary Public









CITY CENTRE 1.2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE 1.3, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.3, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public



CITY CENTRE HOTEL, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

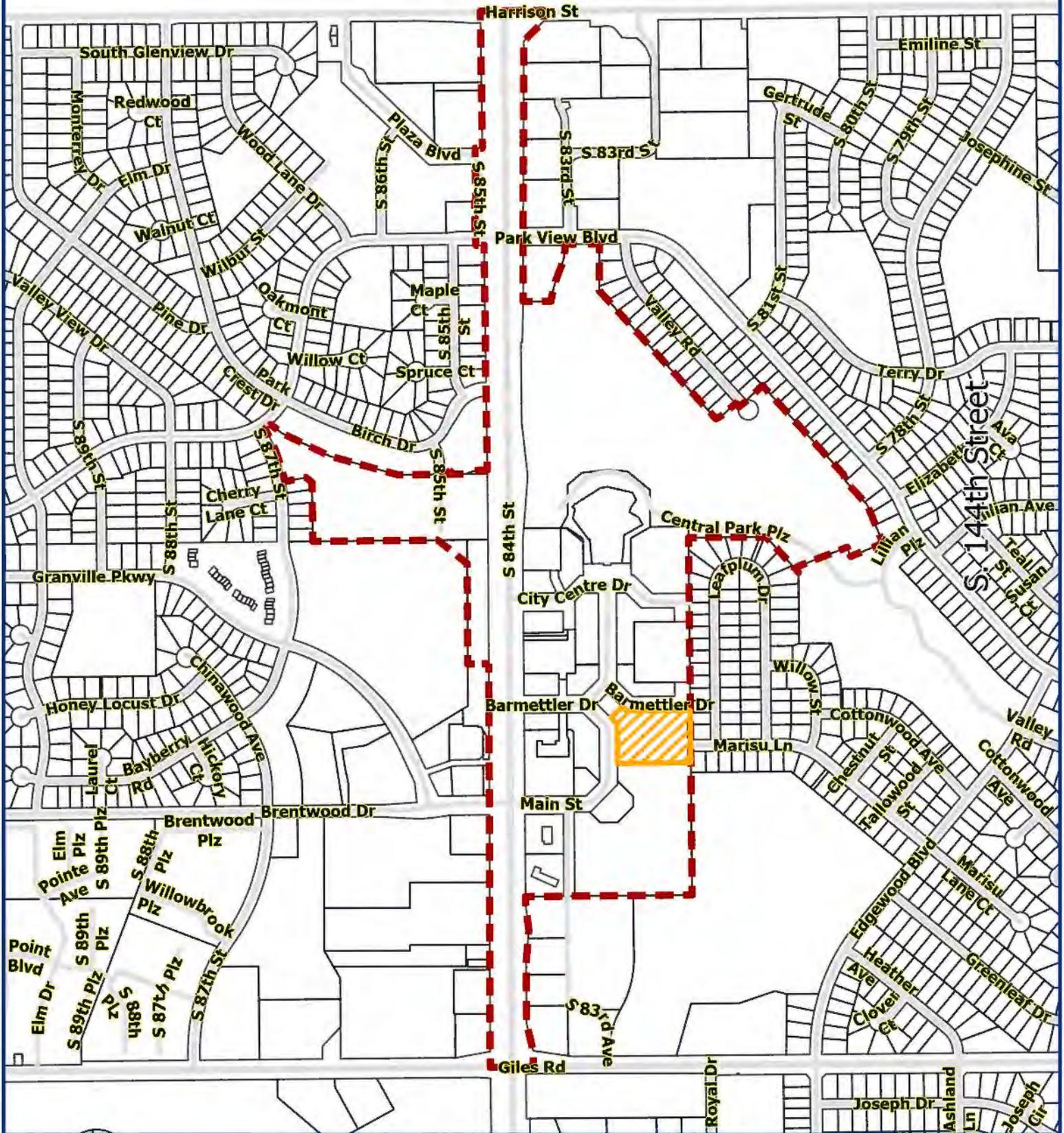
STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre Hotel, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said company.

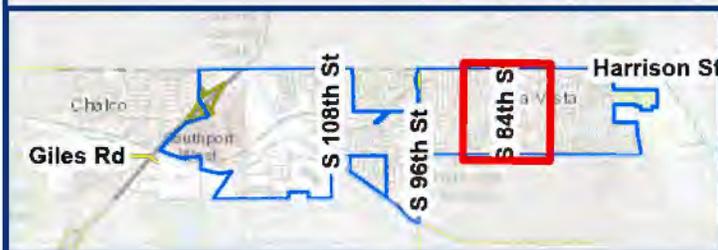
[Seal]

\_\_\_\_\_  
Notary Public

*[MARK AND ATTACH EXHIBIT II]*



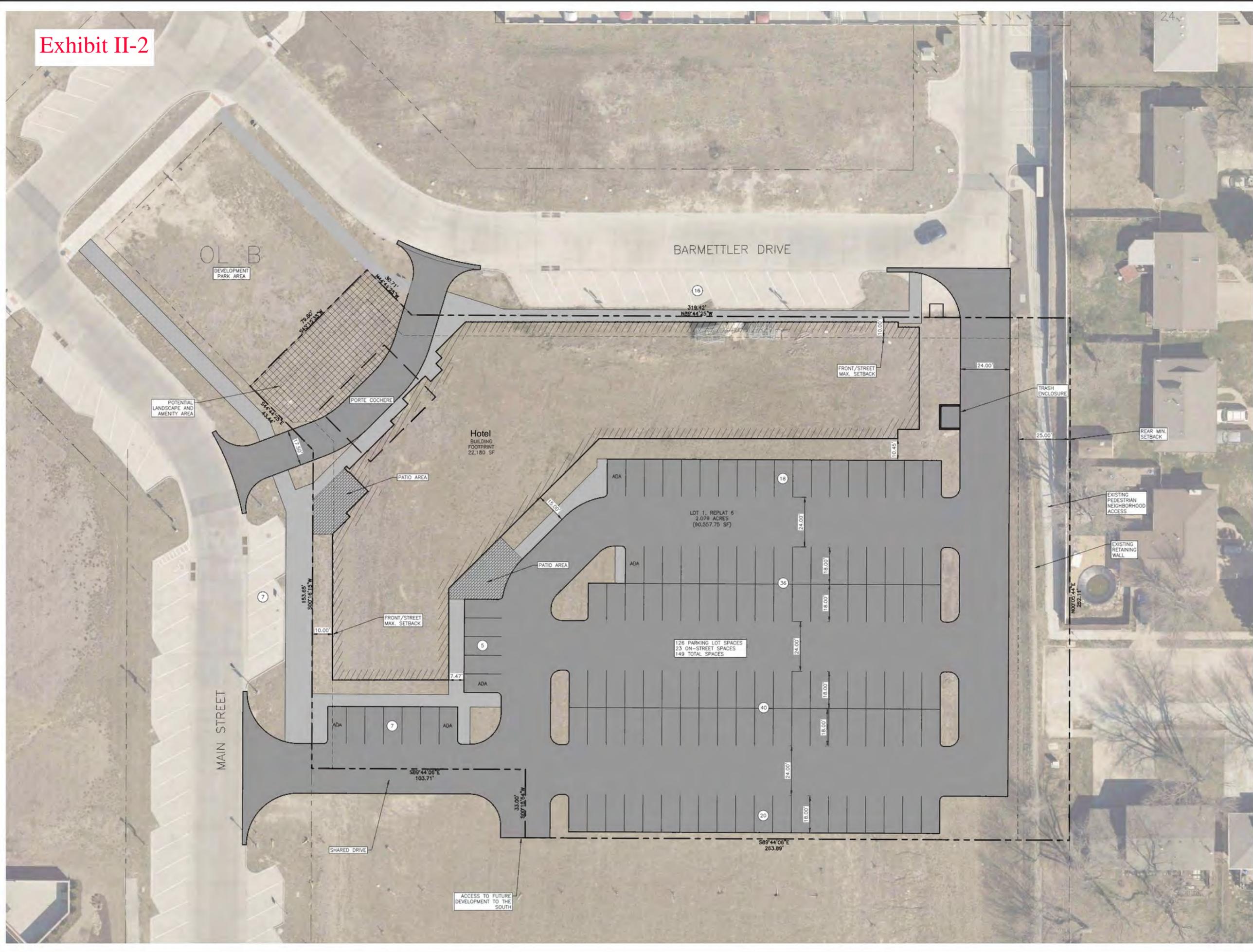
### 84th Street Redevelopment Plan Amendment #4



#### Legend

-  Area to be Redeveloped in Redevelopment Plan Amendment No. 4
-  Redevelopment Area - 84th Street Redevelopment Plan





PRELIMINARY

NOT RELEASED FOR CONSTRUCTION  
 RANDALL R. KUSZAK  
 E 1549

CONCEPTUAL  
 SITE PLAN  
 EXHIBIT

LA VISTA CITY CENTRE LOT 1, REPLAT 6  
 LA VISTA, NEBRASKA



ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE, ALL FACILITIES ARE SHOWN ON THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND OBTAINING LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER
DATE 10/2/2024
PROJECT NUMBER
BOOK AND PAGE
SHEET
1 OF 1

I:\Projects\012185\_VistaCity\_Centre\_City\_Centre\012185\_VistaCity\_Centre\_City\_Centre\012185\_VistaCity\_Centre\_City\_Centre.dwg 10/2/2024 11:31:31 AM 4000 10.2500 LAMP 010402024

Exhibit II-3



1 ELEVATION - Front East Wing  
SCALE: 1/8" = 1'-0"



2 ELEVATION - Front West Wing  
SCALE: 1/8" = 1'-0"

CHOOSE a Person in Charge (PIC) in  
Titleblock Type Properties.

NO. ISSUED FOR: DATE

Marriott

La Vista Centre

DRAWN BY: AUTHOR CHECKED: Checker

DATE: 2024.11.07 PROJ. NO.: Project No.

GRAPHIC SCALE:  
SCALE: 1/8" = 1'-0"  
0 1 2 3 4 5

Front Elevations

SHEET NO.:  
ASK01

LOCATED IN:  
NW 1/4, SW 1/4, SEC. 14-T14N-R12E  
SW 1/4, SW 1/4, SEC. 14-T14N-R12E

Exhibit II-4

# LA VISTA CITY CENTRE REPLAT 6

LOTS 1 & 2

BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

LAMP  
RYNEARSON

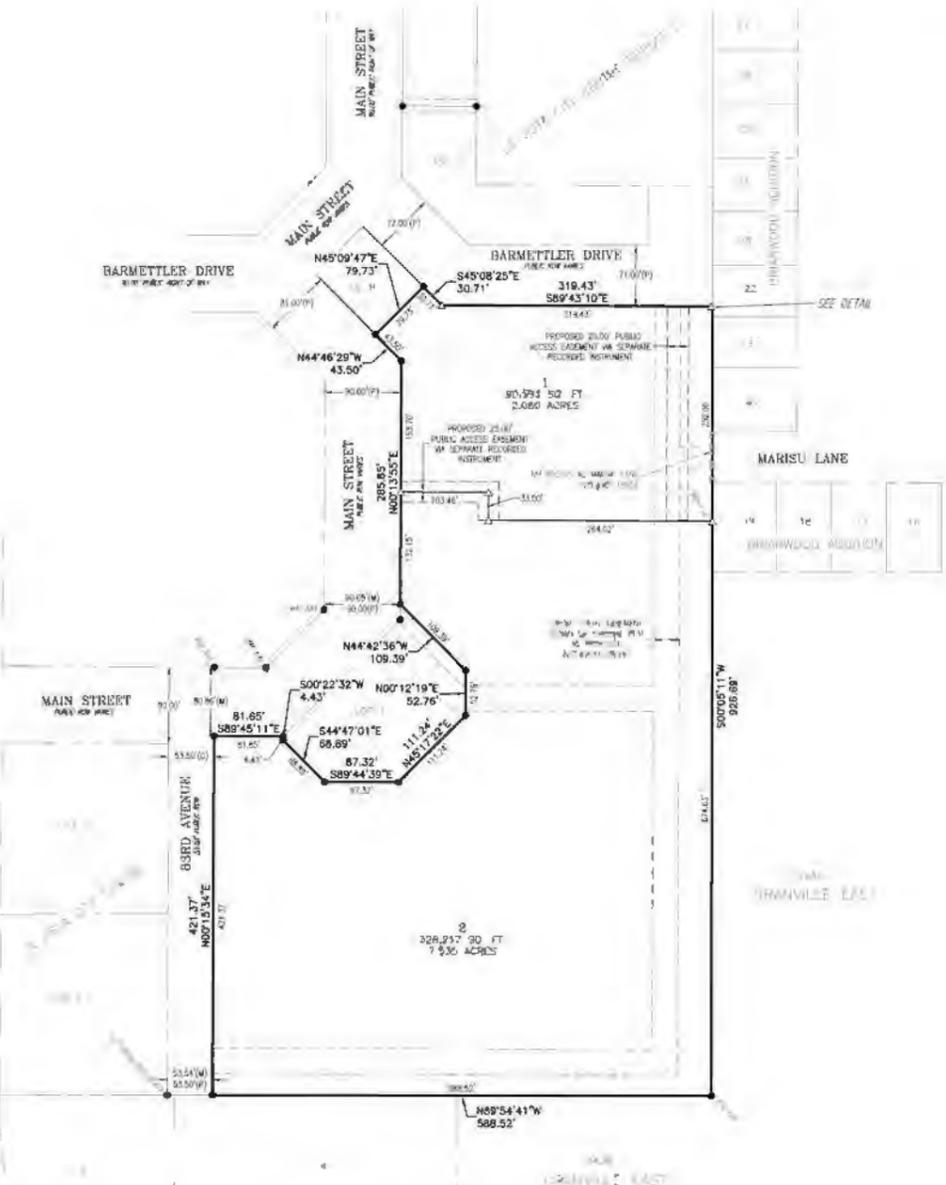
LAMPBYNEARSON.COM

OMAHA, NEBRASKA

FORT COLLINS, COLORADO

KANSAS CITY, MISSOURI

NEBRASKA

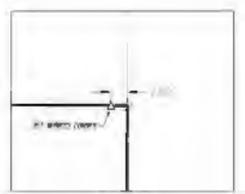


### LEGEND

- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- SECTION LINE
- EASEMENT
- MONUMENT FOUND 1 1/2" REBAR W/ PVC PLS-8877 UNLESS NOTED OTHERWISE
- CORNER SET 3/8" REBAR W/ 1/4" PVC STAMPED (LS-581) UNLESS NOTED OTHERWISE
- COMPUTED CORNER
- PLATTED DIMENSION

### NOTES

- ALL DIMENSIONS ARE SHOWN IN METRIC FEET.
- ALL ANGLES ARE 90° UNLESS NOTED.
- ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
- ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
- NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGES HEREIN TO THE FINAL EASEMENT RECORDED ENCLINUM FOR THE OFFICIAL LOCATION.



DETAIL  
NOT TO SCALE

### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A FULLY 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 PERMANENT 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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, SARPY COUNTY, NEBRASKA.

CONTAINS 3.15 ACRES.

TODD L. WHITEFIELD, LS-561

DATE



### DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, LA VISTA CITY CENTRE, LLC, OWNER, AND NEBRASKA BANK, MORTGAGEE OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SURVEYED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2. 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, WITH INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTEE, AND TO THE GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREA; ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

LA VISTA CITY CENTRE, LLC, OWNER

CHRISTOPHER L. ERICKSON  
MANAGING MEMBER

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT ABOVE AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, SAID LIEN BEING RECORDED IN THE OFFICE OF THE CLERK OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. \_\_\_\_\_ DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

NEBRASKA BANK, MORTGAGEE

BY: \_\_\_\_\_  
GEOFF ROWND  
SENIOR VICE PRESIDENT

### APPROVAL OF CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, 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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MAYOR

ATTEST  
CITY CLERK

### ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY CHRISTOPHER L. ERICKSON, MANAGING MEMBER OF LA VISTA CITY CENTRE, LLC, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY GEOFF ROWND, SENIOR VICE PRESIDENT OF NEBRASKA BANK, ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC

### 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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SARPY COUNTY SURVEYOR/ENGINEER

MINOR  
PLAT  
LA VISTA CITY CENTRE REPLAT 6 (LOTS 1 & 2)  
SARPY COUNTY, NEBRASKA



REVISIONS

DESIGNER / DRAFTER  
TODD WHITEFIELD/RACHEL BENNECKER  
DATE  
11/11/2024  
PROJECT NUMBER  
0123185  
BOOK AND PAGE

**EXHIBIT II-5**

**ADDITIONAL REDEVELOPER INFRASTRUCTURE IMPROVEMENTS**

- Public Improvements:  
Sidewalks, Sidewalk Landscaping, Street Furniture \$165,550
- Site Work: Site Utilities \$181,116
- Design of Public Infrastructure \$34,700

**EXHIBIT 2**

**Fourth Amendment to Subdivision Agreement**

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

### **FOURTH AMENDMENT TO SUBDIVISION AGREEMENT**

This Fourth Amendment to Subdivision Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section IVt below by and among the City of La Vista, a Nebraska municipal corporation (“City”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 1.2 LLC, a Nebraska limited liability company (“City Centre 1.2”), City Centre 1.3 LLC, a Nebraska limited liability company (“City Centre 1.3”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”), E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) and City Centre Hotel, LLC (“Hotel”) (LVCC, Music Venue, Rocket Property, City Centre 1.1, City Centre 1.2, City Centre 1.3, City Centre 2, E&W and Hotel together herein “Subdivider”).

**Recitals**        The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”), in 2020 by Amendment No. 2 and in 2024 by Amendment No. 3 (the 2016 Redevelopment Plan as amended by Amendments No. 2 and No. 3 referred to herein as “2024 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

**Upon Recording Please Return To:**  
Fitzgerald, Schorr PC LLO  
Attn: Tom McKeon  
10050 Regency Circle  
Omaha, NE 68114

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”), and Lot 2, Replat 5 further replatted in connection with this Amendment as Lots 1 and 2 Replat 6 (“Replat 6”).

Lot ownership:

- (i) Store Master Funding XXI LLC and Rocket Property, as successors of La Vista Car Wash LLC, are owner and leasehold owner, respectively, of land and improvements of Lot 1, La Vista City Centre, and Rocket Property represents that it is authorized under the governing lease to execute this Amendment
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, La Vista City Centre Replat 2,
  - Lots 6, 8, 9 and 11, La Vista City Centre Replat Three (E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat Three),
  - Lot 1, La Vista City Centre Replat Four, and
  - Lots 1 and 2, La Vista City Centre Replat 5,
- (iii) City Centre 1.1, as successor of LVCC and City Centre 1, owns Lots 14 and 15, La Vista City Centre,
- (iv) City Centre 1.3, as successor of LVCC and City Centre 1, owns Lot 2, La Vista City Centre Replat 1,
- (v) City Centre 1.2, as successor of LVCC and City Centre 1, owns Lot 10, La Vista City Centre Replat Three,
- (vi) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three,
- (vii) Music Venue, as successor of LVCC, owns Lot 3, La Vista City Centre Replat Four, and
- (viii) Hotel, contemporaneously with this Fourth Amendment and as successor of LVCC, will acquire Lot 1, La Vista City Centre Replat Six, (lots described in subsections “i” through “viii” together are referred to herein as “City Centre Property”).
- (ix) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, La Vista City Centre Replat 2,
  - Lots 7 and 12, La Vista City Centre Replat Three, and

Lot 2, La Vista City Centre Replat Four.

C. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Saryp County Register of Deeds Instrument Number 2016-31244 (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three, in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2024-05486) pursuant to the 2024 Redevelopment Plan (the 2016 Subdivision Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Subdivision Agreement”). Terms, conditions and exhibits of the 2024 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types of uses and minimum requirements for Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements. The parties desire to amend the 2024 Subdivision Agreement consistent with changes set forth in the Fourth Amendment to Redevelopment Agreement in connection with improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of the subsequent phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel.

D. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Saryp County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2024-05485) pursuant to the 2024 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Redevelopment Agreement”). Terms, conditions and exhibits of the 2024 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area. Contemporaneously with this Amendment, the 2024 Redevelopment Agreement is being amended consistent with this Amendment to provide further specification with respect to building, parking and other related improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of Subsequent Phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel (“Fourth Amendment to Redevelopment Agreement”). Corresponding amendments also are being made to the 2024 Redevelopment Plan (“Amendment No. 4”). Provisions of the 2024 Redevelopment Plan, as amended by Amendment No. 4, and the 2024 Redevelopment Agreement, as amended by the Fourth Amendment to Redevelopment Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. City, in the interests of public health, safety, welfare, necessity and convenience, finds

and determines that improvements pursuant to the 2024 Redevelopment Plan, as amended by Amendment No. 4, (“2025 Redevelopment Plan”), the 2024 Subdivision Agreement, as amended by this Amendment, or the 2024 Redevelopment Agreement, as amended by the Fourth Amendment to Redevelopment Agreement, (“2025 Redevelopment Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as amended by this Amendment or the Fourth Amendment to Redevelopment Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, City, CDA and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2024 Subdivision Agreement and agree as follows:

I. Definitions. Unless otherwise defined or clearly indicated by the context in this Amendment, capitalized terms will have the meanings set forth in the 2024 Subdivision Agreement, 2025 Redevelopment Agreement or 2025 Redevelopment Plan.

II. Subdivider Improvements.

A. As part of the subsequent phases of Subdivider Improvements, Hotel at its sole cost will acquire Lot 1, Replat 6 (“Hotel Site”) and construct, own and otherwise provide for the Hotel Improvements described or depicted in the 2025 Redevelopment Agreement, including without limitation any required public, private or shared infrastructure or improvements. Final layout, facilities, improvements, and features of such Hotel Improvements will be set forth in final Plats, renderings, and site plans approved by the City from time to time in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City.

B. Replats and Final Plans. Replat 6 in connection with this Amendment and the Hotel Improvements is attached hereto as Exhibit II, which replat shall be subject to any modifications or additional replats as the City Engineer determines necessary or appropriate, and final approval by the City Council. Construction of Hotel Improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the 2024 Redevelopment Agreement as amended by this Amendment, the 2025 Subdivision Agreement, or applicable laws or regulations, as amended from time to time. Before the City releases Replat 6 for recording, Redeveloper shall record all easements that the City or CDA requires, as determined by the City Engineer and in form and content to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans, designs, boundaries, dimensions, components and features of the Hotel Improvements are preliminary and shall be subject to adjustment and finalization as the Redeveloper determines necessary or appropriate to carry out the 2025 Redevelopment Plan, subject to applicable laws,

rules and regulations.

C. Subdivider Infrastructure. Subdivider at its cost shall design, construct, operate, repair, replace and maintain the additional infrastructure improvements specified in Exhibit II ("Additional Subdivider Infrastructure Improvements"), which includes a preliminary cost estimate to design and construct said infrastructure improvements. Before the City releases any plat or replat for recording, Subdivider shall provide (i) a copy of the amendment to the CCRs adding responsibilities of the Association with respect to the Additional Subdivider Infrastructure Improvements to the satisfaction of the City Engineer, and (ii) a surety bond satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct Additional Subdivider Infrastructure Improvements, which shall be completed before the City issues a certificate of occupancy for the Hotel.

III. All provisions of the 2024 Subdivision Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2024 Subdivision Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2024 Subdivision Agreement, provisions of this Amendment shall govern and control.

IV. Other.

- a) Boundaries of the Public Improvement Redevelopment Project Area. Boundaries of the Public Improvement Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan, as amended, and shall remain the same and unchanged.
- b) Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Public Improvement Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including areas of La Vista City Centre involved in this Amendment replatted as Replat 6, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.
- c) Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Public Improvement Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to 84<sup>th</sup> Street, previously referred to as Nebraska Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan

and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

- d) Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Public Improvement Redevelopment Project Area after redevelopment, including without limitation parts of the Public Improvement Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2025 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.
- e) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan. Except as may be provided in the 2025 Redevelopment Plan, this Amendment or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2024 Subdivision Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- f) Site Plan of Public Improvement Redevelopment Project Area. The preliminary site plan of the Public Improvement Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- g) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Project Area after redevelopment are preliminarily projected in the 2024 Redevelopment Plan. Additional public facilities or utilities contemplated to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment, if any, are described or depicted in Exhibit II. The final public facilities or utilities, if any, will be subject to any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

- h) Building Requirements. Except for Design Standards as provided by or in accordance with the 2025 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- i) Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement or the 2025 Redevelopment Plan, zoning of the Hotel Site is consistent with the Future Zoning Map and accommodates the Public Improvement Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.
- j) This Amendment shall be subject to and carried out in accordance with the 2025 Redevelopment Plan.
- k) Any improvements described in this Amendment shall be in addition to other improvements described in the 2024 Subdivision Agreement.
- l) This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.
- m) Notwithstanding anything in this Amendment to the contrary:
  - (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement, or the 2025 Redevelopment Plan; and
  - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting

the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement, or the 2025 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2025 Redevelopment Plan, as amended from time to time.

- n) This Amendment has been authorized, issued, and entered into by the City to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.
- o) This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.
- p) The 2025 Redevelopment Plan and 2025 Redevelopment Agreement, including without limitation all exhibits of such 2025 Redevelopment Plan or 2025 Redevelopment Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.
- q) Headings are for convenience only and shall not be used in construing meaning.
- r) This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.
- s) This Amendment shall be subject to consent of all holders of security or other interests

with respect to any party's interest in any City Centre Property, in form and content satisfactory to the City Administrator of the City of La Vista or her designee.

- t) Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

CITY OF LA VISTA:

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

\_\_\_\_\_  
Rachel Carl, City Clerk

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Rachel Carl, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the City of La Vista, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the City to be their voluntary act and deed and the voluntary act and deed of said City.

[Seal]

\_\_\_\_\_  
Notary Public



CITY CENTRE MUSIC VENUE, LLC,  
a Nebraska limited liability company

By: City Ventures Holdings, LLC,  
a Nebraska limited liability company,  
Manager

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Ventures Holdings, LLC, a Nebraska limited liability company, Manager of City Centre Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public



CITY CENTRE 1.1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public



CITY CENTRE 1.3, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.3, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public





LOCATED IN:  
NW 1/4, SW 1/4, SEC. 14-T14N-R12E  
SW 1/4, SW 1/4, SEC. 14-T14N-R12E

Exhibit II-1

# LA VISTA CITY CENTRE REPLAT 6

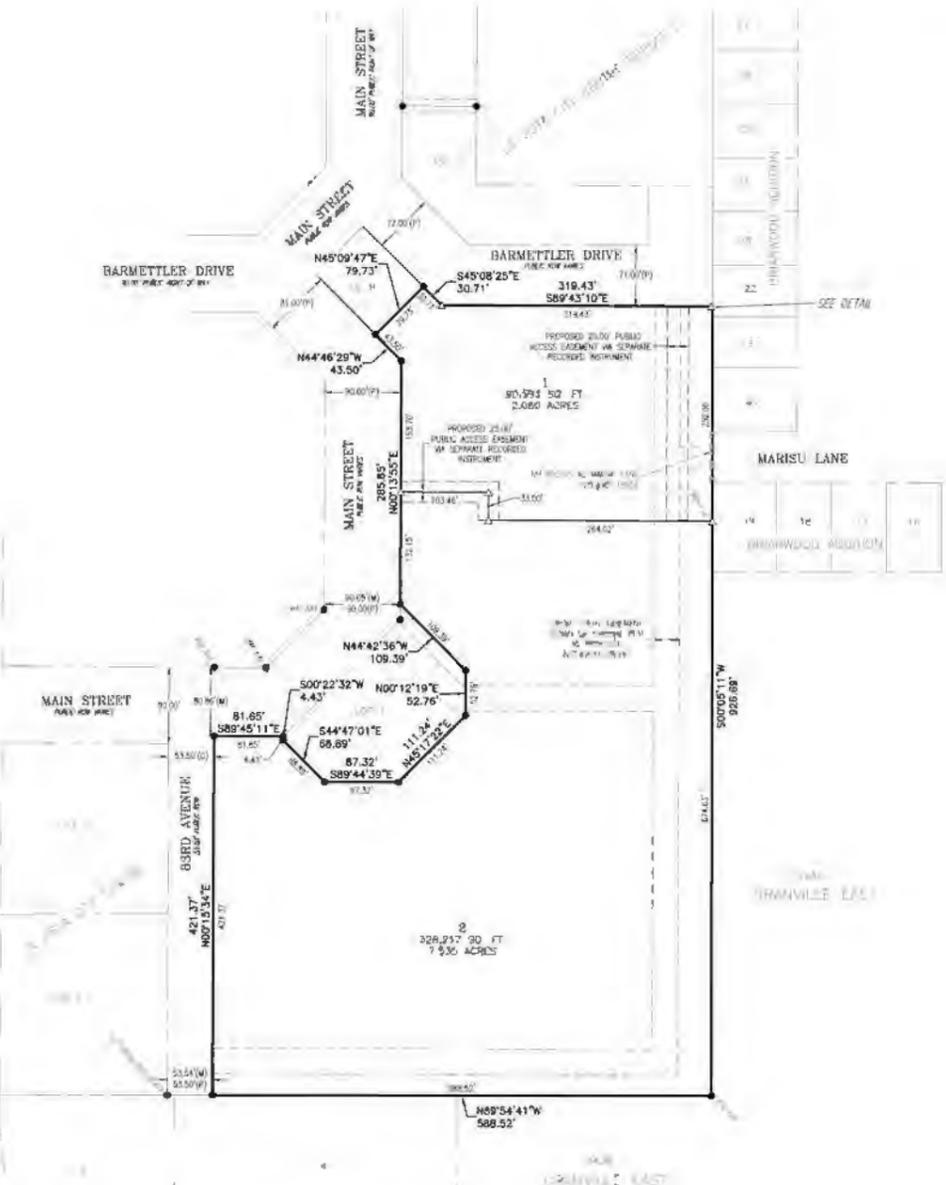
LOTS 1 & 2

BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

LAMP  
RYNEARSON

LAMPBYNEARSON.COM

OMAHA, NEBRASKA  
FORT COLLINS, COLORADO  
KANSAS CITY, MISSOURI

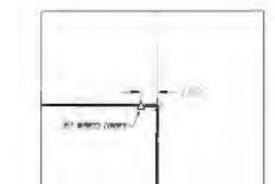


**LEGEND**

- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- SECTION LINE
- EASEMENT
- MONUMENT FOUND 1 1/2" REBAR W/ PVC PLS-8877 UNLESS NOTED OTHERWISE
- CORNER SET 3/8" REBAR W/ 1/4" PVC STAMPED LS-561 UNLESS NOTED OTHERWISE
- COMPUTED CORNER
- PLATTED DIMENSION

**NOTES**

1. ALL DIMENSIONS ARE SHOWN IN METRIC FEET.
2. ALL ANGLES ARE 90° UNLESS NOTED.
3. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
4. ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
5. NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGES HEREIN TO THE FINAL EASEMENT RECORDED EXCERPT FOR THE OFFICIAL LOCATION.



DETAIL  
NOT TO SCALE

**LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I AM A FULLY 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 PERMANENT 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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, SARPY COUNTY, NEBRASKA.

CONTAINS 3.15 ACRES.



TODD L. WHITEFIELD, LS-561

DATE

**DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, LA VISTA CITY CENTRE, LLC, OWNER, AND NEBRASKA BANK, MORTGAGEE OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SURVEYED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2. 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, WITH INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTEE AND TO THE GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS UNLESS BEING CONVEYED TO PASS TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREA; ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

LA VISTA CITY CENTRE, LLC, OWNER

CHRISTOPHER L. ERICKSON  
MANAGING MEMBER

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT ABOVE AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, SAID LIEN BEING RECORDED IN THE OFFICE OF THE CLERK OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. \_\_\_\_\_ DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

NEBRASKA BANK, MORTGAGEE

BY: \_\_\_\_\_  
GEOFF ROWND  
SENIOR VICE PRESIDENT

**APPROVAL OF CITY OF LA VISTA PLANNING COMMISSION**

THIS PLAT OF LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, 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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

**ACKNOWLEDGEMENT OF NOTARIES**

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY CHRISTOPHER L. ERICKSON, MANAGING MEMBER OF LA VISTA CITY CENTRE, LLC, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY GEOFF ROWND, SENIOR VICE PRESIDENT OF NEBRASKA BANK, ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC

**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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SARPY COUNTY SURVEYOR/ENGINEER

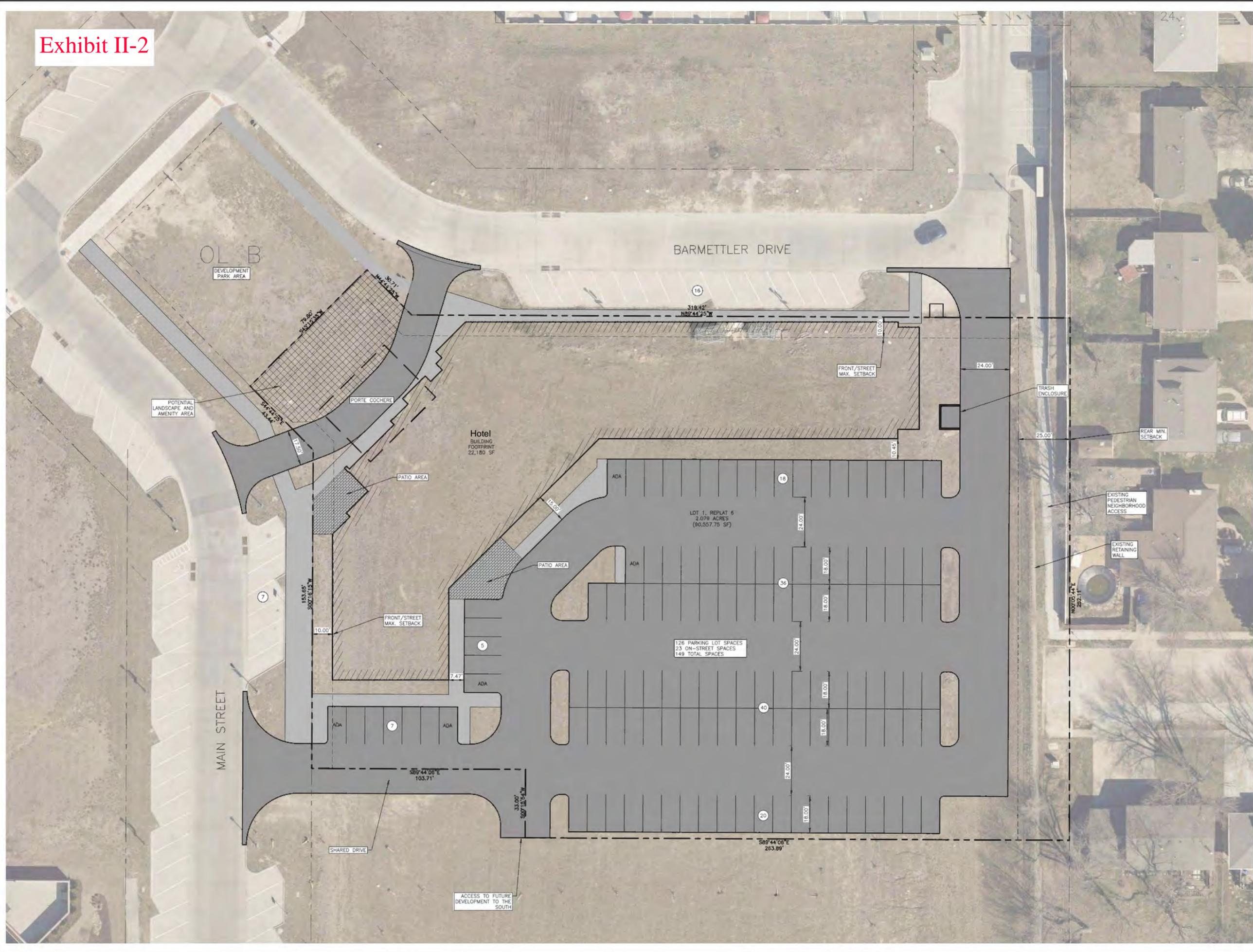
MINOR PLAT  
 LA VISTA CITY CENTRE REPLAT 6 (LOTS 1 & 2)  
 SARPY COUNTY, NEBRASKA



REVISIONS


DESIGNER / DRAFTER  
TODD WHITEFIELD/RACHEL PENNECKER  
DATE  
11/11/2024  
PROJECT NUMBER  
0123185  
BOOK AND PAGE

Exhibit II-2



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RYNEARSON**

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 4750 INNOVATION DR. STE. 100 (970) 228-0242  
 KANSAS CITY, MISSOURI  
 9601 STATE LINE RD. STE. 200 (816) 361-5840  
 MO AUTH. NO. E-2015011903 (LS-201603127)



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION  
 RANDALL R. KUSZAK  
 E 1549

CONCEPTUAL  
 SITE PLAN  
 EXHIBIT

LA VISTA CITY CENTRE LOT 1, REPLAT 6  
 LA VISTA, NEBRASKA



Know what's below.  
 Call before you dig.

REVISIONS


DESIGNER / DRAFTER
DATE 10/2/2024
PROJECT NUMBER
BOOK AND PAGE
SHEET
1 OF 1

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**EXHIBIT II-3**

**ADDITIONAL SUBDIVIDER INFRASTRUCTURE IMPROVEMENTS**

- Public Improvements:  
Sidewalks, Sidewalk Landscaping, Street Furniture \$165,550
- Site Work: Site Utilities \$181,116
- Design of Public Infrastructure \$34,700



# Active Mobility Plan



January 2025

# Acknowledgments

## City Council

### **Mayor:**

Doug Kindig

### **Ward I Council Members:**

Kim Thomas (President)

Terrilyn Quick

### **Ward II Council Members:**

Ron Sheehan

Kelly Sell

### **Ward III Council Members:**

Alan W. Ronan

Deb Hale

### **Ward IV Council Members:**

Jim Frederick

Kevin Wetuski

## Planning Commission

Kathleen Alexander (Chair)

Josh Frey (Vice Chair)

Patrick Coghlan (Secretary)

Amanda Brewer

Michael Circo

John Gahan

Michael Krzywicki

Debora Dogba

Gayle Malmquist

Harold Sargus

## Technical Advisory Committee

Cale Brodersen, Associate City Planner (LaVista)

Court Barber, Transportation Planner & Local Projects Coordinator (MAPA)

Lindsey Button, Transportation Planner (MAPA)

Bruce Fountain, Community Development Director (LaVista)

Chris Solberg, Deputy Community Development Director (LaVista)

Pat Dowse, City Engineer (LaVista)

Jeff Calentine, Deputy Public Works Director (LaVista)

Eric Williams (Papio NRD)

Jason Allen, Parks Superintendent (LaVista)

Garrett Delgado, Engineer Assistant (LaVista)

Brian Allen, Events Coordinator (LaVista)

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## Consultant Team

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Demian Miller

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Faith Lamb

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# Introduction

## Plan Overview

The La Vista Active Mobility Plan is designed to be inclusive and comprehensive, improving active transportation options for all users throughout the city. It focuses on connecting residents and visitors to destinations for work, living, recreation, and shopping via non-motorized modes such as walking, biking, rolling, and electric-assisted technologies like e-bikes and scooters. The plan, informed by public outreach and stakeholder input, prioritizes community health and well-being while also emphasizing accessibility and sustainability.

Through a collaborative process, the plan outlines a phased approach, with a short-term focus on quickly implementable projects, a near-term vision for achieving a cohesive network, and a long-term, aspirational framework for fully developing La Vista’s active mobility system. It also highlights the importance of placemaking—enhancing the city’s appeal with visually engaging features like scenic overlooks and walking bridges—while providing funding options and strategies for implementing larger projects and closing key gaps in connectivity.



# Introduction

## What is Active Mobility?

Any method of non-motorized, human-powered, or electric-assisted transportation.

Getting around by walking, running, jogging, rolling, biking, skating, scootering, wheeling, or any other method without a motor vehicle!

Active Mobility can be used for: Fitness, Recreation, Health, Work, School, or Errands.

## Study Purpose

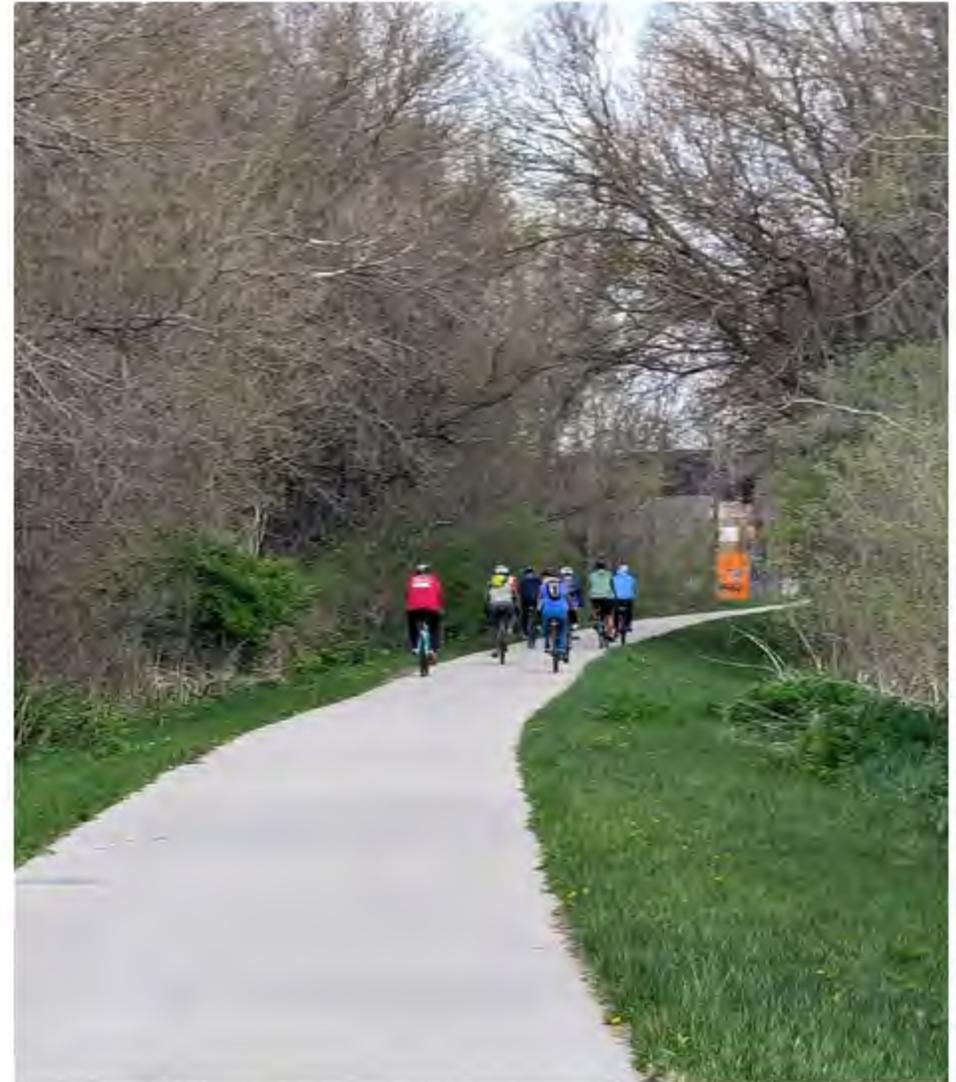
The purpose of this study is to improve access and mobility for all users within and throughout La Vista.

## Desired Study Outcomes

Identify one or more key east-west routes internal to La Vista to connect key destinations such as Southport, City Centre, and the La Vista Sports Complex.

Identify several projects that are “easy wins” or projects for “quick implementation” to solve key connectivity issues in high-need areas.

Develop a list of projects that can be further evaluated and developed for the Capital Improvement Program (CIP) to build out a robust, long-term mobility network.



# Introduction

## Process

The development of the **La Vista Active Mobility Plan** followed a structured process designed to ensure a comprehensive and inclusive approach, engaging both the public and key stakeholders throughout. The first step involved gathering existing data from various sources, including local and regional transportation studies, trail maps, and the city's previous mobility efforts. This foundational research allowed the planning team to understand current conditions, identify gaps in infrastructure, and assess opportunities for improvement. Existing documentation from neighboring cities and regional agencies, such as Omaha and Papillion, was also reviewed to ensure that La Vista's efforts would align with larger regional mobility goals.

With a solid base of research in place, **public engagement** became a crucial next step. An online survey provided residents with an opportunity to voice their opinions on current mobility challenges and future needs. This outreach effort was instrumental in collecting feedback from the community on specific areas where improvements were needed, such as sidewalk gaps, bike lanes, and trail connectivity. Simultaneously, **in-person stakeholder meetings** were held with local businesses, advocacy groups, and neighboring municipalities to ensure that a wide range of perspectives and expertise were incorporated into the planning process. The **Technical Advisory Committee (TAC)**, made up of city officials, planners, and engineers, played a key role in reviewing these inputs and providing technical guidance.

Based on the data and feedback collected, a series of draft proposals were developed, outlining potential projects for improving active mobility in La Vista. These proposals were then presented to the Technical Advisory Committee for further refinement, where the team discussed the feasibility of each project and assigned phases based on priority and impact—**short-term, near-term, and long-term projects** were identified. Following these internal reviews, the draft proposals were presented to the public through an **open house** and an **online forum**, ensuring that residents could weigh in on the final recommendations.

**Ten projects**, selected by the Technical Advisory Committee, were advanced to a planning level conceptual design, including cost estimates. The draft report was presented to the Planning Commission and City Council for review and feedback.

Finally, the plan was adjusted based on input from these governing bodies, and a final report was prepared for adoption as an official amendment to the **La Vista Comprehensive Plan**. This process ensured that the La Vista Active Mobility Plan was not only grounded in solid data but also responsive to the needs and desires of the community, setting the stage for a more connected and accessible city in the future.

# Implementation Strategy

Click each map to view a full version

Short-term



Near-Term



Long-term



# Ultimate Network

Click to see a full version of the Ultimate Network Plan

See page 52 for a description of each numbered proposal shown on this map

## LEGEND

-  Existing Trail/Bike Route
-  Planned Trail (by others)
-  Proposed Trail/Shared Use
-  Proposed Trail (by others)
-  Proposed On-Street Bike Route
-  Wayfinding
-  Heartland Bikeshare
-  Safety Improvements
-  Sidewalk / Streetscape
-  Proposed Bridge

\*Not all trails and bike routes are shown\*

S 156<sup>TH</sup> STREET

S 144<sup>TH</sup> STREET

S 132<sup>ND</sup> STREET

S 108<sup>TH</sup> STREET

TIMBER CREEK TRAIL

WEST RAPID TRAIL

PROCKHAVEN TRAIL

CHALCO HILLS TRAIL

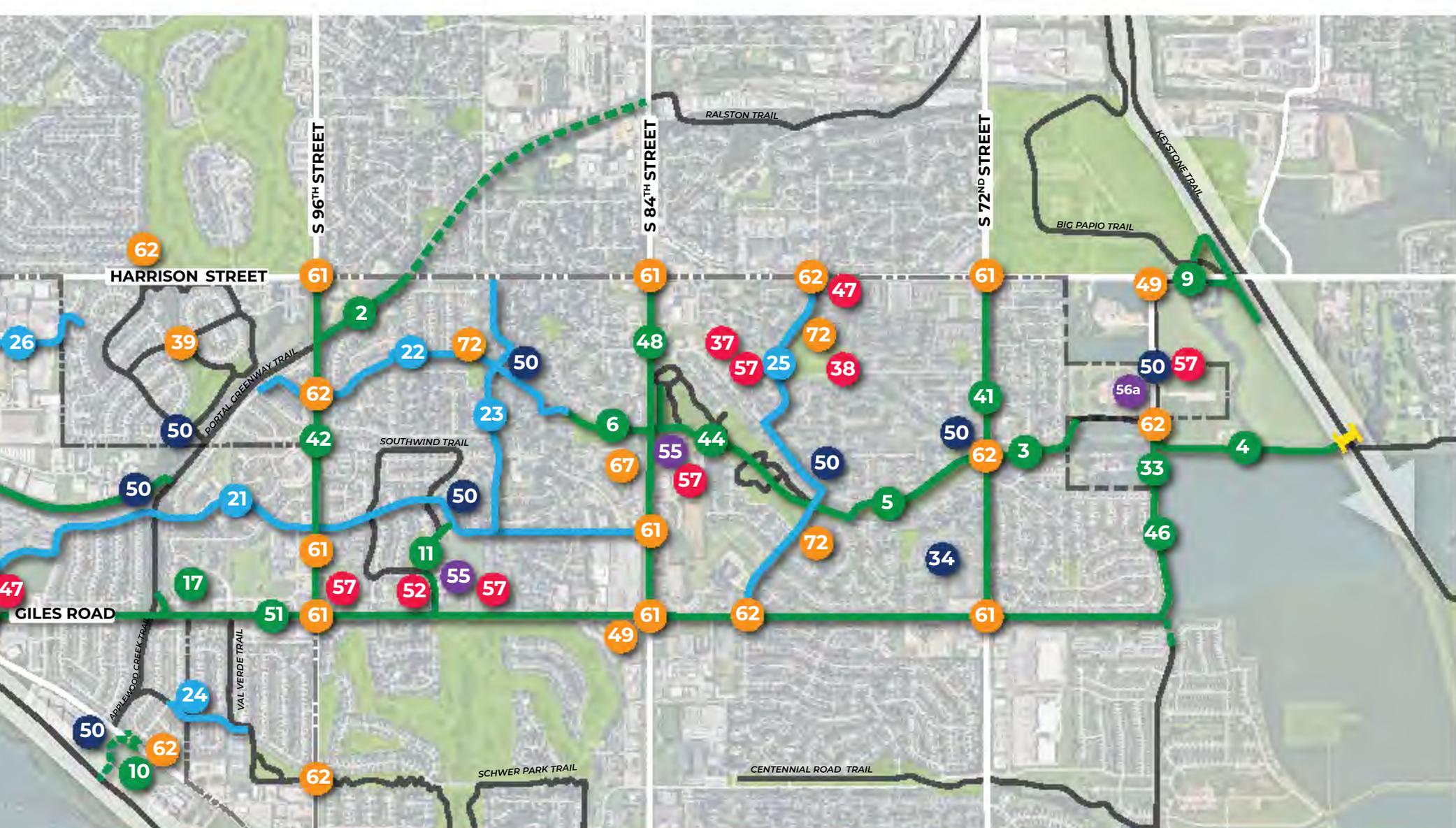
PRAIRIE QUEEN LAKE TRAIL

PORTAL LAKE TRAIL

S 132<sup>ND</sup> STREET

S 120<sup>TH</sup> STREET

14<sup>TH</sup> STREET



**Trail / Shared Use Paths**



**Sidewalk / Streetscape**



**Safety Improvements**



**Wayfinding**



**On Street**



# Community Engagement

The development of the Active Mobility Plan (AMP) involved extensive public input to ensure it aligned with community needs and preferences. Initial stakeholder meetings were held in early April 2024, followed by a several-week period for stakeholders to provide feedback on local mobility issues. In April, a public survey was launched, which ran until the first week of June. The survey was advertised through yard signs displaying a QR code that were strategically placed at parks, trailheads, and other active mobility hubs around the city. Additionally, table tents with the QR code were placed at local businesses, dining establishments, and popular gathering spots to increase accessibility.

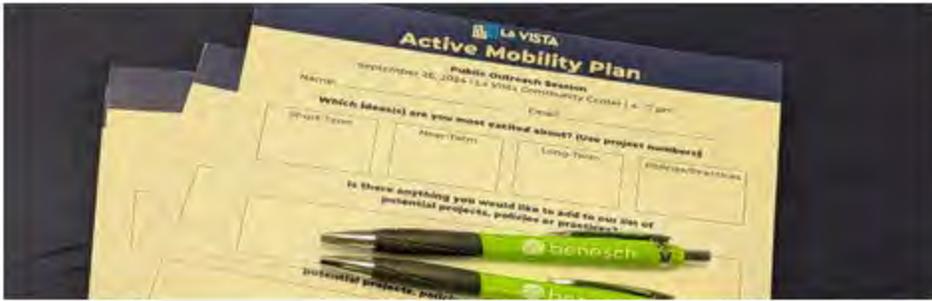
City staff attended multiple public events to gather direct input. At "Yappy Hour" on April 24 in City Centre, residents enjoyed a car-free street experience, bringing their dogs and engaging with City staff on mobility ideas and concerns. During La Vista Days, the city hosted a booth with a large map where residents marked areas needing improvement. Feedback from the Mayor's Youth Leadership Council was sought, providing younger residents, especially high school students, a voice in shaping the plan.

After drafting initial proposals over the summer, a public open house was held in late September, along with an online feedback session running through October, to gauge enthusiasm for different projects and gather final suggestions. Insights from the survey and these early public engagements highlighted popular destinations, identified barriers to mobility, and noted features residents valued most. Stakeholder input guided proposal development, while feedback from the open house and online sessions informed project phasing and prioritized initiatives based on community excitement and support.



**See the proposals beginning on page 52. Look for the thumbs up to see which proposals citizens were most excited about!**

# Public Input Opportunities

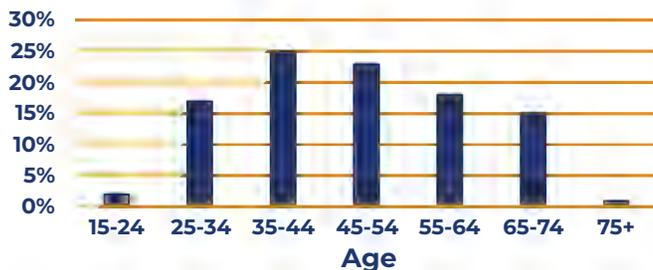


# Public Survey

We heard from nearly **200** respondents during the online survey!

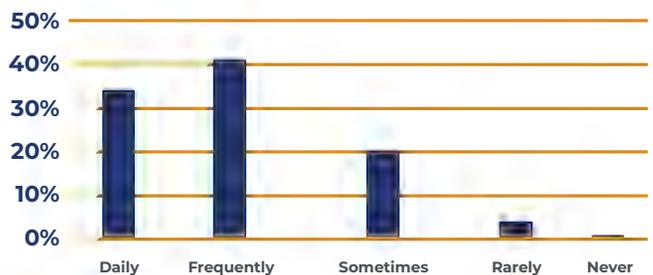
**90%** of respondents use active mobility for recreation, health, fitness, school, work, or errands

What age are our active mobility users?



People from all age groups told us they use active mobility.

How often do you use human-powered active mobility



**75%** of respondents use active mobility frequently (3 days a week or more).

“Have you encountered any limitations using active mobility?”

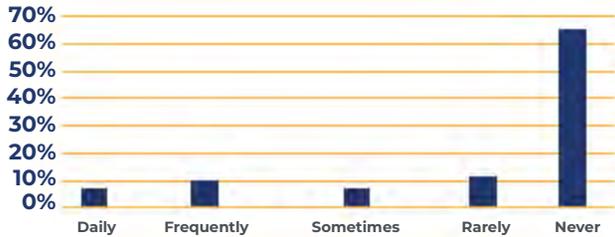
- 46%** Can't easily access trails, sidewalks, or other active mobility routes
- 42%** Difficulty navigating the system (lack of wayfinding, lack of connections)
- 25%** Lack of 'end of trip' facilities (showers, lockers, bike racks, parking)
- 22%** Poor physical condition of trails, sidewalks, or other active mobility routes
- 20%** I do not feel safe using trails / sidewalks or other active mobility methods
- 17%** It takes too long to get to my destination

# Public Survey

**17%**

of respondents use electric-assisted active mobility frequently (3 days a week or more).

Do you use electric-assist active mobility?



“What is one priority within La Vista that could be improved to make active mobility easier or safer?”



# Public Survey Summary

Based on the feedback, the public's top priorities for active mobility improvements in La Vista were identified as:

## 1. Safer Pedestrian Crossings:

There is a strong support for better and more visible crosswalks, pedestrian bridges, and tunnels, especially on major roads like 84th, Giles, and Harrison. People want safer ways to cross busy streets, particularly near schools, parks, and city centers.



## 2. Expanded and Improved Bike Lanes/Trails:

Many responses mention the need for separated bike lanes and extended trail systems that connect to adjacent cities and popular destinations, like the Papio and Keystone Trails. People want dedicated paths that reduce interactions with vehicle traffic.



## 3. Sidewalks and Connections:

The public is concerned about gaps in the sidewalk network, particularly along busy streets, like 66th and 84th. There's a desire for sidewalks that are wider and continuous, connecting neighborhoods, parks, and commercial areas more effectively.



## 4. Traffic Control and Safety Measures:

Speeding and a lack of awareness by drivers were highlighted as major concerns. The community wants traffic calming measures, better signage, and enforcement to make streets safer for cyclists and pedestrians.



# Stakeholder Meetings - Who Was Involved?

Stakeholders were initially categorized into one of four groups: **Partners** (neighboring cities, regional agencies), **Promoters** (community groups, tourism, event planners, health professionals), **People** (stakeholders that represent other people, including business owners and schools), and **Pathways** (stakeholders interested in the physical infrastructure to get from place to place).

In a two phase meeting format, stakeholders were invited to share stories and discuss topics relevant to their primary group, and then to explore other groups to learn about their issues. Groups reported their findings to the everyone at the end of the meetings.



## Partners:

City of Papillion  
City of Ralston  
City of Gretna  
City of Bellevue  
Omaha Parks & Recreation  
Omaha Planning Department  
Omaha Public Works/Mobility  
Heartland Bike Share  
Nebraska Trails Foundation  
OPPD  
MUD  
NDOT  
MAPA

## People:

Food Truck Owners  
Southport Businesses / Hotels  
Metro Community College  
Papillion La Vista Comm Schools  
Millard Public Schools  
Kiewit / Weitz / Streck  
La Vista Police & Papillion Fire  
AOI Construct / Furnish  
CHI Health Clinic La Vista  
Greenstreet Cycles  
Trek Stores  
Pint Nine / Kros Strain  
Faith Leaders  
Oriental Trading Company  
Rotellas Bakery  
Nine Zero Properties (Astro)  
Kayaking the Papio  
La Vista / Ralston Bus Service

## Promoters:

Elected/Appointed Officials  
La Vista Multi-Sports Complex  
Bike Walk Nebraska  
Exit 442  
Pint-A-Gon Ride  
Sarpy County Tourism  
Sarpy County Chamber  
Sarpy/Cass Health Department  
Sarpy County Sheriff's Office  
METRO Transit  
Nebraska Brewing Company  
Lucky Bucket  
Mayors Youth Council  
Technical Advisory Committee

## Pathways:

Papio NRD  
Bellevue Bike Club  
Heartland Cyclists  
Omaha Run Club  
THOR - Trails Have Our Respect  
IMBA - International Mountain Bike Association  
Bike Commuters  
Local Cyclists and Cycling Teams  
(Team Angry, BUFF Riders, Spokin Out Loud)  
Medical Mobility Users

# Stakeholder Meetings

## Key themes and Patterns:

### 1. Connectivity:

- **Trails:** Several groups highlighted the need for improved connections between trails, including the West Papio Trail, Ralston Trail, Keystone Trail, and others. The idea of linking major destinations like the Southport area, City Centre, Nebraska Multi-Sport Complex, and schools was a common focus.
- **Neighborhood Links:** There's a strong desire to better connect neighborhoods with major attractions and trails. This includes gaps in sidewalk connectivity and challenges in crossing major roads like 84th and Giles.
- **Wayfinding and Signage:** Many participants emphasized the need for better signage for trail routes, directions, emergency response, and educational purposes.

### 2. Safety Concerns:

- **Crosswalks and Sidewalks:** Stakeholders consistently mentioned inadequate crosswalks, narrow or damaged sidewalks, and the need for safer pedestrian and cyclist infrastructure, particularly on 84th and Giles Roads.
- **Cyclist Safety:** The desire for safer crossings, traffic calming measures, and better cyclist-driver education (e.g., sharing the road, hand signals) was noted. There was also interest in protected bike lanes and increased signage for both cyclists and drivers.

### 3. Infrastructure Improvements:

- **Bike and Pedestrian Amenities:** Suggestions included installing more bike racks, fix-it stations, water stations, and restrooms along trails to improve functionality and encourage more active mobility.
- **Sidewalk and Trail Widening:** Some groups recommended widening sidewalks to 6 feet or more to better accommodate pedestrian and bike traffic.

### 4. Engagement and Education:

- **Resident and Business Engagement:** Stakeholders suggested involving local businesses more, potentially through surveys, and increasing education for users on cyclist safety and trail usage.
- **Programming:** There was an interest in better communication of upcoming construction projects and detours, along with regular community engagement events.

### 5. Environmental and Aesthetic Considerations

- **Trees and Shade:** Participants stressed the importance of planting trees along trails to provide shade, serve as windbreaks, and increase the usability of trails, especially for pedestrians.
- **ADA and Accessibility:** Accessibility for individuals with disabilities was highlighted, with suggestions to ensure trails and crossings are ADA-compliant, including installing power stations and providing wheelchair space along trails.

# Stakeholder Summary

## Stakeholders' Primary Goals and Objectives:

### 1. Enhancing Trail Connectivity:

Prioritize linking key destinations like Southport, City Centre, and CHI MultiSport Complex, along with ensuring smooth connections between trails (West Papio Trail, Ralston Trail, and Keystone Trail).



### 2. Improving Safety for All Users:

Address safety concerns through better crosswalks, cyclist education, protected lanes, and improved sidewalk infrastructure.



### 3. Increasing Amenities and Usability:

Encourage active mobility by adding bike racks, water stations, and other amenities along trails. Consider implementing wider sidewalks and continuous wayfinding to enhance the user experience.



### 4. Community Engagement and Education:

Foster ongoing communication with users and businesses to promote the use of active mobility infrastructure and educate drivers and cyclists on safety measures.



### 5. Addressing Environmental and Accessibility Needs:

Incorporate natural elements like trees for environmental benefits while ensuring that infrastructure is inclusive and accessible for all.



# Existing Conditions and Resources

In developing the La Vista Mobility Plan, a thorough review of numerous existing resources was conducted to guide and inform the planning process. Key documents included the **MAPA Bike/Ped Plan**, the **La Vista Comprehensive Plan**, the **Metro and Papillion Trails Maps**, and the **La Vista Mini Parks Plan**, among others. These resources provided valuable insights into the current state of active transportation infrastructure, land use, and community priorities. By evaluating each document, patterns such as key destinations, areas of high connectivity, and existing trail gaps were identified. These findings helped to clarify where improvements or extensions to trails could be most impactful, and where community needs, such as safe routes to schools or recreational access, were unmet.

The analysis of these plans focused on identifying trends in land use and population growth, evaluating access to existing trails and parks, and highlighting opportunities to enhance mobility for residents and visitors. The **land use maps**, for instance, revealed key destinations like parks and commercial areas that would benefit from improved pedestrian and bicycle access. In addition, the **trails maps** showed opportunities for connecting La Vista's network with neighboring cities to create a more cohesive regional system. By overlaying these patterns, the plan identified not only gaps in infrastructure but also strategic opportunities for new mobility projects, ensuring that La Vista's trail network supports both **local** and **regional goals** for active transportation.

**Note:** The documents and studies listed on the following pages are not the entire inclusive list of resources and data that was reviewed for this project.



# Resources Reviewed

## **City of La Vista Parks & Recreation Master Plan (2003)**

The Parks & Recreation Master Plan emphasizes enhancing recreational opportunities for all residents, including the development of new parks, trails, and community spaces. This plan aims to improve accessibility and connectivity among existing parks and the broader community, which aligns with goals for the Active Mobility Plan.

## **City of La Vista Mini Parks Plan (2011)**

The Mini Parks Plan identifies smaller, localized parks that serve neighborhoods, enhancing the overall accessibility of green spaces. The focus on these parks supports walking and biking activities, contributing to a more interconnected city where residents can easily access recreational areas.

## **City of La Vista Comprehensive Plan (2022)**

The Comprehensive Plan provides a framework for La Vista's vision and goals for the future. It highlights the importance of community engagement, sustainable development, and improving infrastructure to support walking, biking, and ADA access. This foundational vision underscores the city's commitment to fostering a livable and connected environment.

## **MAPA Regional Bicycle and Pedestrian Plan (2015)**

The MAPA Regional Bicycle and Pedestrian Plan, part of the Heartland Connections initiative, addressed cycling and pedestrian needs for the Omaha-Council Bluffs metropolitan area. This plan outlines a network of 28 identified corridors designed to improve local and regional connectivity, promoting safety, comfort, and accessibility for all users. It prioritizes creating a system of bikeways, walkways, and pedestrian-friendly streets, focusing on addressing the gaps in the east-west connections, especially in Douglas and Sarpy Counties. The plan builds upon local successes, such as the Papio Creek trail system, while tackling the challenges posed by limited pedestrian and bicycle infrastructure in certain areas.

## **City of La Vista Vision 84 Plan (2010) and Corridor 84 Streetscape Plan (2018)**

Building upon the Vision 84 plan, the Corridor 84 Streetscape Plan aims to revitalize 84th Street, between Giles and Harrison, historically known as the "Golden Mile," transforming it from a mere transportation route into a vibrant community hub. Key features of the plan include improved pedestrian amenities such as benches, landscaping, signage, wayfinding, and enhanced lighting. The streetscape project focuses on creating a distinct identity for La Vista, promoting social interaction, health, and well-being, and ensuring the corridor meets the needs of pedestrians and cyclists.

# Resources Reviewed

## **City of La Vista Americans with Disabilities Act Self Evaluation Facility Report (2022)**

The La Vista ADA Self-Evaluation Facility Report: Volume 2 focuses on parks and recreation facilities across the city, evaluating compliance with ADA accessibility standards. The report provides a detailed analysis of deficiencies and recommended improvements for each park, addressing issues like non-compliant parking, paths, playground surfaces, and shelter access. It offers specific, actionable suggestions for each facility, ensuring they meet the 2010 ADA Standards for Accessible Design. While the report encourages addressing all items over time, the recommendations will help guide the city in prioritizing park accessibility improvements to enhance inclusivity and safety for people with disabilities.

## **City of La Vista Land Use Plan (2022)**

The La Vista Land Use Plan provides a comprehensive framework for the city's future development, aligning land use with community goals and market realities. It highlights La Vista's rapid evolution from a small subdivision into a thriving city. The plan stresses the importance of maximizing the limited development opportunities within La Vista's boundaries through smart growth and responsible land use. Key takeaways from the plan include addressing housing challenges by promoting innovative development, enhancing commercial corridors, and preserving public spaces like parks and trails to ensure a high quality of life for residents.

## **Omaha Metropolitan Area Bicycle Map (Initially published 2017, updated online through 2024)**

Initially prepared between 2015 and 2017, this map identified multi-use trails (existing and proposed), the Bike Omaha system (marked on-street bike routes), bike lanes, and marked shared routes throughout the Omaha metro area. It also identified continuous low-volume streets, experienced rider streets, and roads with shoulders, where more experienced cyclists might choose to ride. The map also illustrated connected routes, or those within the community that have a shared identity across jurisdictions (like the Keystone Trail), as well as future bikeways and other streets for mobility. The map was aspirational at the time but has been kept up to date with changes over time. The plan serves as a helpful resource, offering guidance for communities and cyclists interested in existing and planned routes, helping them to understand and navigate both current networks and future expansions.

## **Trails Map from City of La Vista Comprehensive Plan (2018)**

The La Vista Comprehensive Plan includes a map illustrating the existing and proposed trails, as well as the trails from the MAPA Trails Plan as recommendations. These include trails, bike lanes, paved shoulders, and wayfinding for on-street routes. Specific recommendations include expansion of the Thompson Creek Greenway Trail system, extension of the Portal Greenway Trail and Applewood Creek Trail, as well as inclusion of a trail along Hell Creek, and recognition of the Sarpy North Corridor from the MAPA Regional Bicycle and Pedestrian Plan.

# Resources Reviewed

## Paths of Discovery – Omaha Metro Trails System (2023)

The City of Omaha Parks Department started producing the Paths of Discovery Trails Map in the 1990s, when the first few miles of the Keystone Trail first opened for use. Now, covering almost 30 miles, the Keystone Trail is truly the keystone of this effort that has been joined by the Papio-Missouri River NRD (now Papio NRD), MAPA, and area communities who contribute to the map, which is updated periodically. The latest version, from 2023, now includes valuable information about trail etiquette, trail events, contact information for trail advocates and maintenance, a listing of trails resources, and locations of trail mile markers placed by the Omaha Suburban Rotary Club along major routes.

## MAPA Neighborhood Expanded Access to Trails (NEAT) Study (2022)

The Neighborhood Expanded Access to Trails (NEAT) study conducted by MAPA evaluates and prioritizes trail connections to enhance access and mobility across the Omaha-Council Bluffs region. This study developed a two-part scoring system to prioritize proposed trail segments based on factors like constructibility, right-of-way availability, continuity, safety, and comfort. Positive attributes such as ADA accessibility, service to destinations like schools and parks, and potential for neighborhood development were also considered. Field tours and stakeholder engagement were integral in identifying eight priority trail segments, including two projects in La Vista: the Applewood Creek Connector and a connection from Chalco Hills to Prairie Queen Recreation Area. These projects aim to improve regional connectivity and support active mobility across communities.

## Papillion Area Trails Map (2024)

In 2024, the City of Papillion published an online Trail Network map, depicting trails, bike lanes, mountain bike trails, Heartland Bike Share stations, bike repair stations, restrooms, and on-street routes. As an adjacent community, this map provides valuable information for the City of La Vista on ways to connect within the greater community.

## City of La Vista Sidewalk Gaps Assessment (2024)

At the outset of the Active Mobility Plan, a thorough process was undertaken to identify sidewalk gaps and missing infrastructure within La Vista. Using data provided by MAPA, aerial imagery, and field visits, gaps in the pedestrian network were pinpointed and compiled into a detailed map. Special attention was given to larger commercial and industrial areas that were initially developed under county jurisdiction, prior to being annexed into La Vista or its two-mile zoning jurisdiction, which were not subject to sidewalk requirements. These areas were also mapped to ensure comprehensive documentation and to inform future recommendations for addressing these deficiencies.

Click below to view the full Gaps Map



# Biking and Foot Traffic Heat Map Analysis

## Biking and Foot Traffic Heat map Analysis

Online activity applications, such as Strava and RidewithGPS, have become valuable tools for tracking running, cycling, and other recreational activities. These platforms generate detailed heat maps, which visualize where users frequently travel, offering insights into popular routes and underused areas in **La Vista's sidewalk and trail system**.

By analyzing these patterns, we can **identify gaps** in the active mobility network, **prioritize new infrastructure** like bike lanes or pedestrian paths, and **improve connectivity**. Leveraging data from these apps can support a more informed, community-driven approach to expanding La Vista's active transportation system.

After analyzing the heat maps, several recommendations can be made including focusing on gaps between the suburban fringes of La Vista and the emerging urban core of the City, improving connectivity across major corridors like **Harrison, 96th Street, and 84th Street**, expansion of highly used corridors like **Thompson Creek Greenway** and **Applewood Creek Trail**, making it easier to enter the community and adjacent shopping areas from the **West Papio Trail** and **Keystone Trail**.

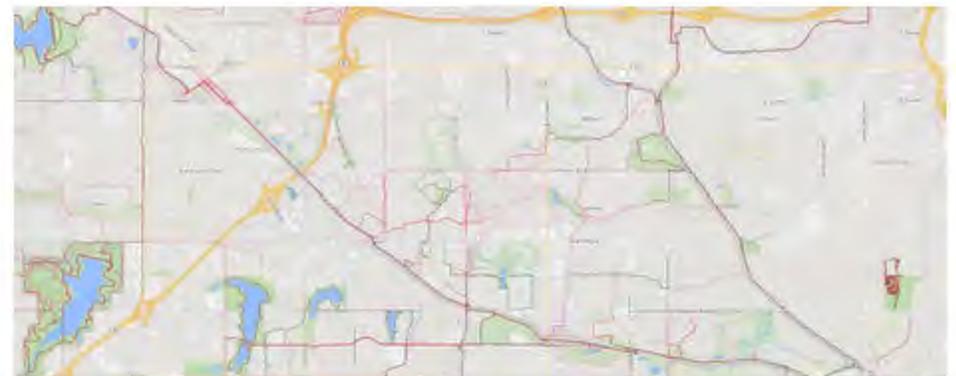
Strava Cycling Heat map



Strava Foot Traffic Heat map

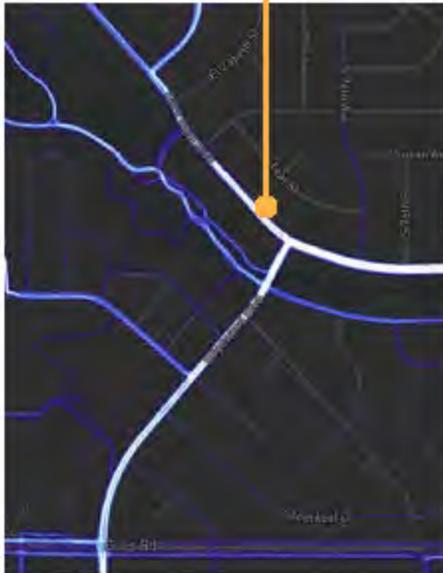


RidewithGPS Global Heat map



# Biking and Foot Traffic Heat Map Analysis

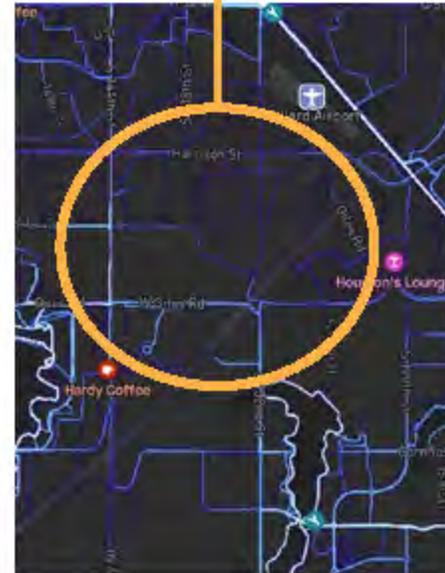
Identified **Edgewood Blvd** and **78th** as an existing cycle commuter route that could be improved and made safer.



Identified a pattern of runners and walkers using both sides of **Harrison Street**, implying a need for safer crossings.



Identified a lack of connections and usage of the **southwest portion of La Vista** and recreational opportunities due to a lack of connection to the West Papio Trail and through the **Southport** area and along **Giles Rd.**



Identified a lack of foot traffic crossing **84th** due to the lack of a safe crossing from **Central Park to Central Park West.**



There is a strong desire by cyclists to 'cutoff' the **Keystone to West Papio** route by traveling through La Vista by way of the **Ralston Trail** and local streets.

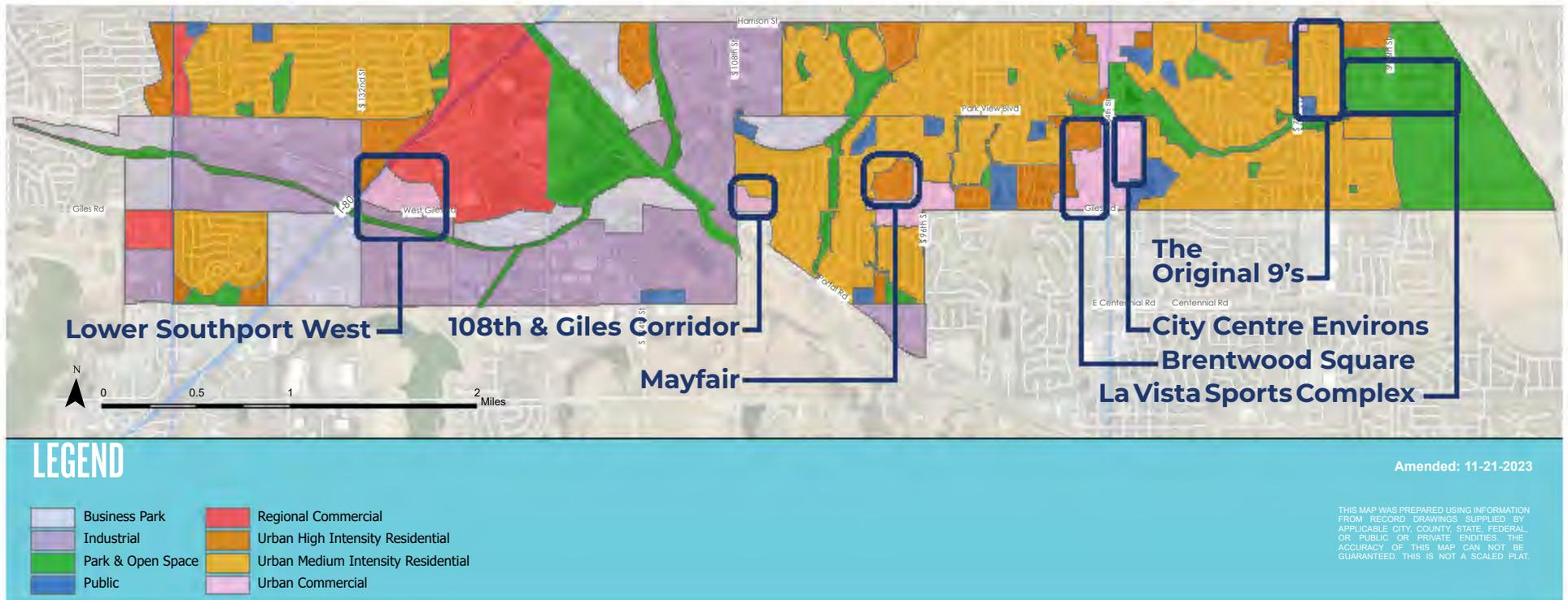


# Land Use Analysis

## Land Use

The **La Vista Land Use Plan** provides a comprehensive framework for the city's future development, aligning land use with community goals and market realities. It highlights La Vista's rapid evolution from a small subdivision into a thriving city. The plan stresses the importance of maximizing the limited development opportunities within La Vista's boundaries through smart growth and responsible land use. Key takeaways from the plan include addressing housing challenges by promoting innovative development, enhancing commercial corridors, and preserving public spaces like parks and trails to ensure a high quality of life for residents.

The plan identifies several key opportunity areas crucial to the city's growth, focusing on responsible development and maximizing land use. These areas include **Lower Southport West, Brentwood Square, Mayfair, the 108th & Giles corridor, The Original 9's, the La Vista Sports Complex, and the City Centre Environs**. Each area has been analyzed for its potential to support mixed-use, pedestrian-friendly environments, while ensuring balanced land use and integration of open spaces and trails. Key recommendations for these areas include promoting clear internal circulation, enhancing the pedestrian environment, and linking support services to foster economic vitality. The Plan encourages creating walkable environments, integrating recreational opportunities, and improving connectivity through trail systems and multimodal transportation.



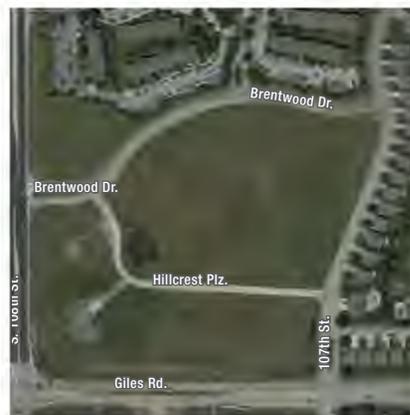
# Land Use Analysis



Lower Southport West Development



Brentwood Square Redevelopment



108th & Giles

## Pedestrian Circulation and Walkability:

In areas like **Lower Southport West** and **City Centre Environs**, the land use plan emphasizes enhancing the pedestrian environment by adding clear paths, improved crossings, and amenities like sidewalks that connect to nearby developments.

## Linking Support Services:

The plan encourages mixed-use developments that connect residential areas with commercial and recreational services. In areas like **Brentwood Square** and **Mayfair**, integrating trails, parks, and shared-use paths into the design can link these developments more effectively with surrounding amenities, promoting active transportation.

## Balanced Land Use and Open Space Integration:

**Lower Southport West** stands out for its emphasis on balancing commercial growth with open space and trails. The plan highlights the need for integrating stormwater management features and trails into new developments.

## Addressing Gaps in Pedestrian Infrastructure:

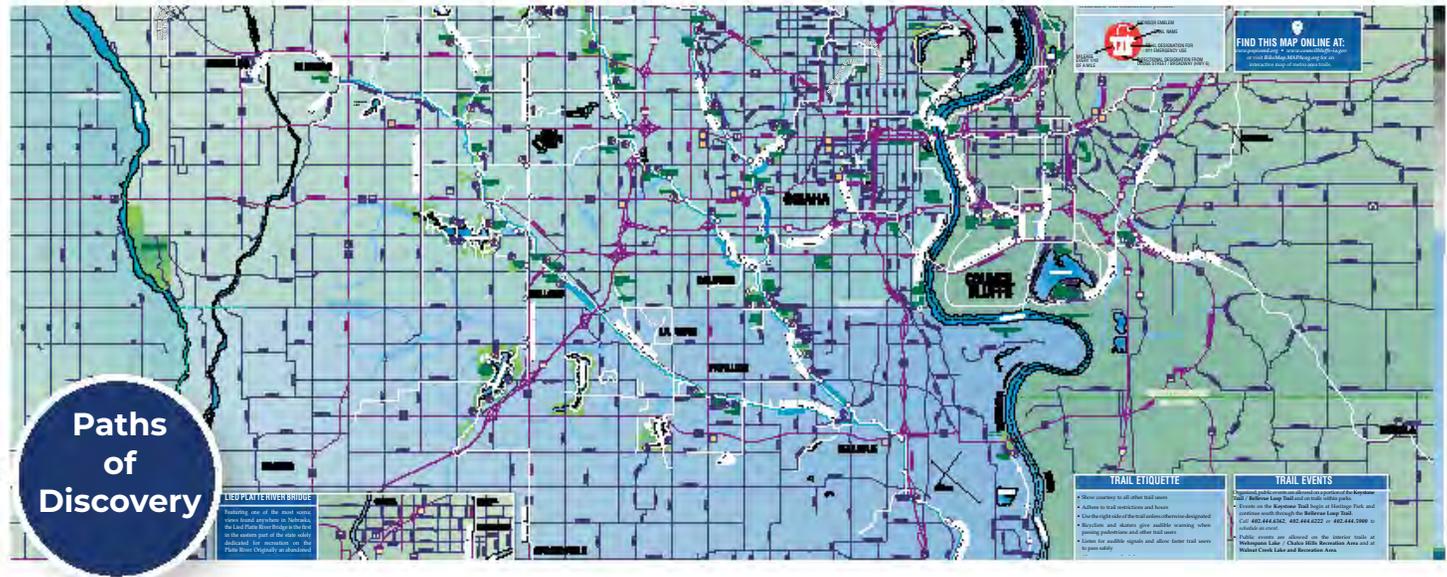
Some opportunity areas, like **Mayfair** and **108th & Giles**, lack sufficient pedestrian amenities. The land use plan recommends adding sidewalks, bike lanes, and other infrastructure to make these areas more accessible.

# Existing and Planned Trails

## Paths of Discovery Trails Map

The Paths of Discovery Trails Map illustrates the network of trails that crisscross the Omaha and Council Bluffs metro area. The trail system gives citizens equal access to make trails part of their lives and offers opportunities for biking, hiking, skating, jogging, and other recreational options.

[Click here to access the full map](#)



## City of La Vista Trails Map

The La Vista Comprehensive Plan mapped existing trails and illustrated them in the map shown. While most La Vista neighborhoods enjoy a fully connected sidewalk system, La Vista remains largely inaccessible by human-powered transportation with pedestrians being deterred by high volume roads that are intimidating to cross.



# Community Destinations

We asked, "where are people going?"



## Destination Map



# Regional Trail Connections

The MAPA Bicycle and Pedestrian Plan 2015 identified several regional corridors that pass through or incorporate La Vista roadways. These include:

## Major Arterial Corridors:

144th, 96th, and 72nd Streets are crucial for connecting north-south routes, which could benefit La Vista's active mobility goals. Enhancing bike and pedestrian infrastructure along these streets, especially in higher-density or commercial areas would foster better active mobility transportation options while integrating La Vista into the larger metropolitan network.

## Sarpy North Corridor:

This corridor, as proposed by MAPA followed several interior roadways within La Vista, including Josephine Street and Gertrude Street west of I-80, and Olive Street, Skinner Drive, Brentwood Drive, and Park View Boulevard between I-80 and 72nd Street. Of interest is the inclusion of a connection across the Big Papio Creek to the Keystone Trail, and extension of the corridor into Bellevue through Sun Valley Park.

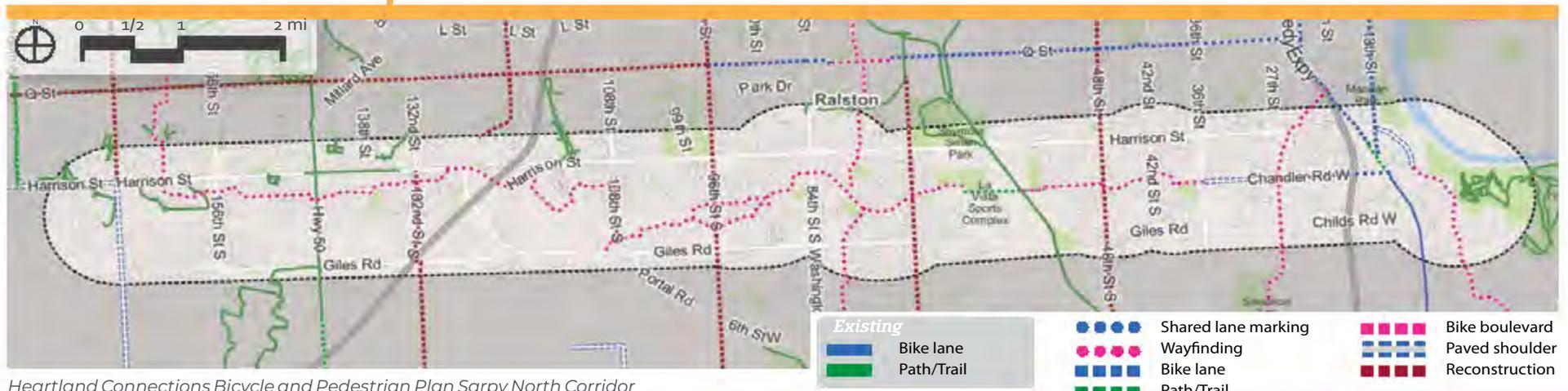
## Keystone Trail

The Keystone Trail, one of the oldest and most iconic trails in the Omaha metro area, offers nearly 30 miles of scenic, continuous pathways. It winds its way across the landscape, connecting neighborhoods, parks, and key community areas from the banks of the Missouri River to Lake Cunningham, while following the Big Papillion Creek. As the backbone of the Omaha area's extensive trail network, the Keystone Trail connects seamlessly with over 120 miles of trails within Omaha alone.

This popular multi-use trail is more than just a path; it's a focal point for the active lifestyle and outdoor culture of the region. It plays a central role in promoting cycling, running, and walking as part of daily life and serves as a key venue for local races, charity walks, and cycling events.

## West Papio Trail

The West Papio Trail runs for approximately 15 miles, following the West Papillion Creek, and has been recently expanded through La Vista to improve connectivity between Omaha and neighboring cities like Papillion. With even more expansions currently in development, including a connection through the Millard area, the West Papio Trail is poised to become even more traveled in the near future. These two trails are the highest use trails in the Omaha metro, and both trails feature scenic landscapes, access to parks, and connect with the broader regional trail network, including the Great American Rail-Trail.



Heartland Connections Bicycle and Pedestrian Plan Sarpy North Corridor

# Regional Trail Connections

## Great American Rail-Trail

The Great American Rail-Trail was conceived in the 1980s by Rails-to-Trails Conservancy (RTC) with the vision of creating a cross-country, multi-use trail connecting Washington, D.C. to Washington State. In Nebraska, the trail utilizes significant routes like the Keystone Trail and the West Pappo Trail, providing key connections between urban areas like Omaha and smaller communities.

Economically, the Great American Rail-Trail has been transformative for “trail towns” across the U.S., helping to revitalize local economies by drawing outdoor tourists and fostering small businesses such as cafes, bike shops, and lodging facilities. In towns like Bellevue, Nebraska, and Morgantown, West Virginia, increased foot traffic from trail users has led to growth in local spending, job creation, and tourism-related development. Nationwide, communities along the trail benefit from enhanced quality of life and the economic stimulus brought by visitors seeking recreational experiences.



The economic impact of the trail has been substantial, generating millions of dollars annually in trail-related tourism and services. The trail's ability to connect rural and urban areas makes it a vital part of local and regional economies, helping to preserve the cultural and natural landscapes while promoting sustainable growth.

The proximity of the Great American Rail Trail to La Vista and its central core presents an opportunity for the City to capitalize on the Trail Town concept by routing trail users into City Centre from the Keystone Trail for a stop, or to explore other trails within La Vista. This connection could be enhanced by wayfinding signage, trailheads, and coordination with the Rails to Trails Conservancy for inclusion on the trail route. Coordination with adjacent jurisdictions would also be beneficial to take advantage of the regional importance of this resource.

## American Discovery Trail

The American Discovery Trail (ADT) is a coast-to-coast multi-use trail system spanning over 6,800 miles across the United States. Unlike other long-distance trails, the ADT is unique in that it combines both urban and rural environments, offering routes that can be hiked, biked, and even traveled on horseback in many sections. The trail is divided into northern and southern routes across the central U.S., allowing for different experiences depending on the traveler's preference. Established in 1997, the ADT passes through 15 states and Washington, D.C., and connects various national parks, forests, and scenic trails, making it the only non-motorized, coast-to-coast trail of its kind.

A major difference between the ADT and the Great American Rail-Trail is that the ADT incorporates on-road segments, combining existing trail networks with paved roads and sidewalks. In contrast, the Great American Rail-Trail focuses on converting abandoned rail corridors into fully separated, off-road multi-use paths. While the Great American Rail-Trail is approximately 3,700 miles long and still under development, the ADT is already established, providing travelers with rural highways, forest paths, and urban sidewalks.



In Nebraska, the ADT runs through the eastern part of the state, connecting Omaha and Lincoln before continuing westward. The ADT's route through this region provides access to local trail networks, such as the Keystone Trail in Omaha and the MoPac Trail, linking the two cities and offering scenic rural views along the way. This section plays a critical role in connecting urban and rural areas, promoting both recreation and alternative transportation options across Nebraska.

# Heartland Bike Share

Heartland Bike Share launched in 2015 as Omaha's first large-scale bike-sharing system, offering pedal bikes across the city. By 2023, it transitioned to a fully electric bike (e-bike) fleet, providing greater accessibility to users. The program is operated by a non-profit organization (Roam Share) and funded through a mix of public support, private sponsorships, and rider fees. It offers a dock-based system, allowing riders to pick up and return bikes at designated stations, with locations expanding into nearby cities like Papillion.

The implementation model centers on public-private partnerships, integrating bike share stations with the city's existing transportation and trail networks, like the Keystone and West Papio trails. Heartland Bike Share aims to reduce car dependence, promote healthy living, and offer a sustainable transportation alternative.

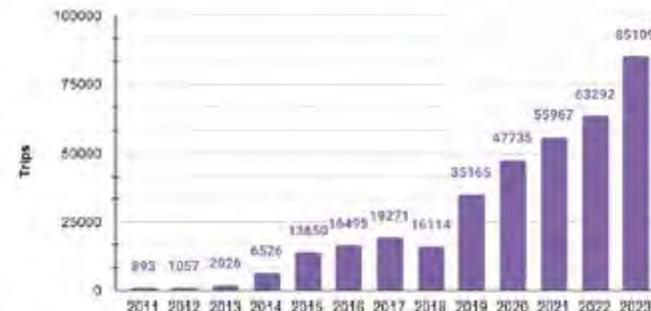
Looking ahead, the program plans to expand its station network, increase bike availability, and integrate more deeply with regional public transit. Its future goals include increasing ridership, boosting connectivity between Omaha and neighboring areas, and potentially adopting advanced mobility technologies.



Heartland Bike Share Station at Chalco Hill Recreation Area (Papio NRD offices)



## Heartland Bike Share



Rider Trips Per Year

# Heartland Bike Share

## Geographical Gap Between Omaha and Papillion:

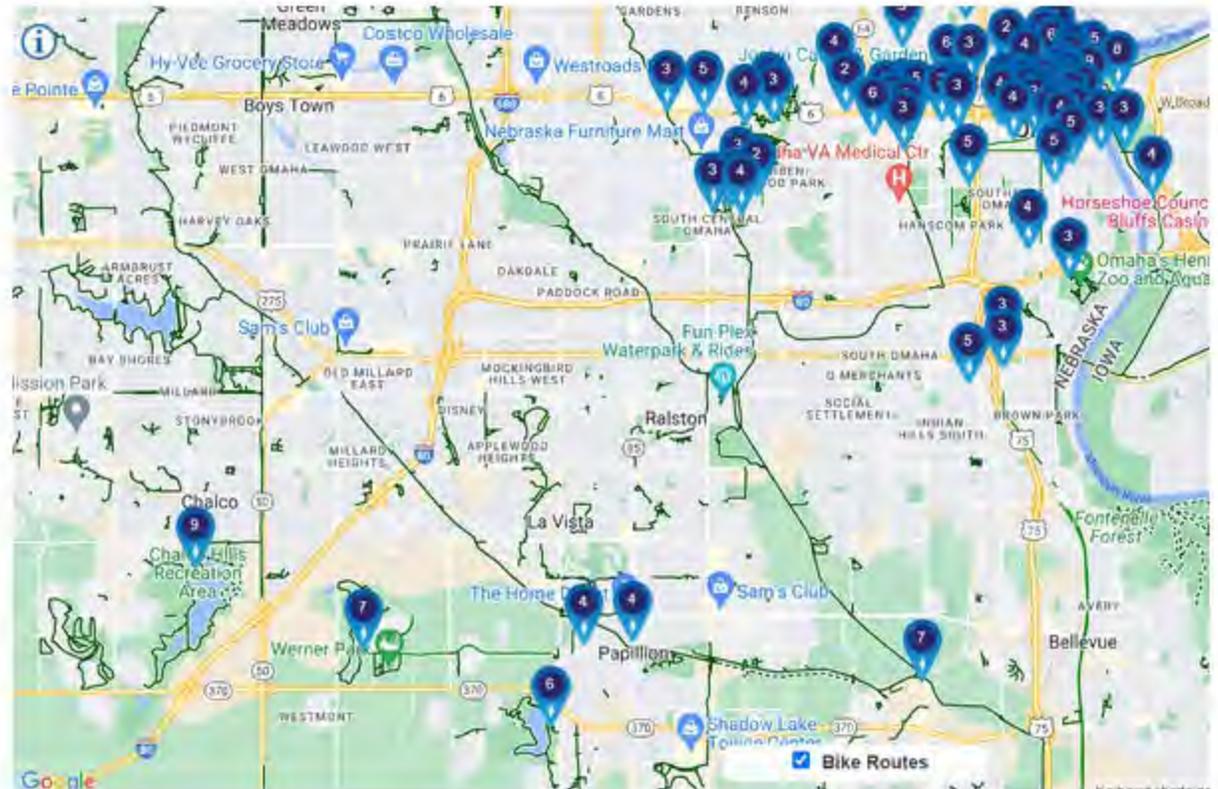
There is a significant gap between the Omaha-based stations and those in Papillion. This gap includes La Vista, which currently lacks stations despite being between these two areas. La Vista is a growing suburban area that could benefit from bike-sharing connectivity, as it's positioned in a key location to connect Papillion and Omaha via trails and roadways.

## Potential Connectivity Opportunities:

The **West Papio Trail** and the **Thompson Creek Greenway Trail** could be used as pathways for connecting stations from Omaha to Papillion, via La Vista. These trails are crucial for bike connectivity, and positioning Heartland Bike Share stations at key intersections could improve mobility.

## 84th Street Corridor:

This main artery running through La Vista could potentially support bike share stations, especially near the **La Vista City Centre** or public amenities like the library. These could bridge the gap and provide an opportunity for riders to access both Papillion and Omaha's bike-sharing networks.



Heartland Bike Share Station Location Map

[Click here to access the full map](#)



# Why Improve Mobility?

Improving mobility is a critical component of building a more accessible, inclusive, and vibrant community. As we look to update our infrastructure, it's essential to ensure that mobility improvements cater to everyone, including **vulnerable road users (VRUs)** like pedestrians, cyclists, and workers, while also adhering to ADA accessibility standards and universal design principles. These enhancements, guided by frameworks like **PROWAG (public right-of-way accessibility guidelines)**, ensure that all individuals—regardless of their physical abilities or mode of transport—can safely and comfortably navigate our streets and public spaces.

In the sections that follow, we'll dive deeper into how equity and inclusivity drive the design of our infrastructure, considering the needs of all users across all abilities. Additionally, we'll explore how education and encouragement can promote a **culture of safety** and **shared responsibility**. By doing so, we are not only enhancing mobility but also improving the places where we live, work, and play, fostering a more connected and livable community. These efforts align with **placemaking principles**, ensuring that every improvement supports a better quality of life for everyone.

# Why Improve Mobility?

## Comprehensive Plan Goals & Policies

The City of La Vista developed goals and policies for its Comprehensive Plan through a multi-faceted planning process designed to align with the community's long-term vision. The goals, including **“Live Long, Work Hard, Shop Local, Move About, Have Fun, And Prosper,”** were created by engaging with stakeholders, residents, and advisory bodies to address mobility, recreation, and quality of life.

The **“Live Long”** goals promote preservation of neighborhoods, maintaining a balance of diverse housing, integrating higher density housing, and preservation of walkability and attractiveness of residential neighborhoods. The **“Work Hard”** goals aim to develop regional economic activity, supporting local businesses and creating a dynamic urban environment. In the same vein, the **“Shop Local”** goals strive to establish La Vista as a regional destination for shopping and tourism, and to establish new public spaces and connections.

The **“Move About”** goals focus on improving transportation networks for all users by expanding trails, improving ADA compliance, and creating a multimodal system that reduces dependency on vehicles. Similarly, the **“Have Fun”** policies prioritize expanding recreational spaces, enhancing trail connectivity, and fostering community engagement through parks and public spaces.

Finally, the **“And Prosper”** goals seek to promote environmental sustainability, stimulate innovative public art, ensure transparent government, provide high-level public services, and to enhance the efficiency of programs, education and community engagement.

These goals are integral to La Vista's broader vision of becoming a connected, accessible, and vibrant community. By focusing on inclusivity and sustainability, the City aims to foster economic development while enhancing the quality of life for residents and visitors alike.

The overall goals, and the resulting policies, from the City's Comprehensive Plan were reviewed for those that ones that align with Active Mobility, so that individual mobility proposals could be aligned with the City's overall vision. The following 25 policies were selected from all the policies that are included in the Comprehensive Plan. **These policies were applied to the proposals in the Active Mobility Plan, to ensure that projects are meeting the goals and objectives of the Comprehensive Plan.**

Number of times each policy was attributed to a proposal

36	Live 4.1
36	Move 2.5
33	Move 1.1
29	Fun 1.2
22	Move 1.2
19	Move 1.4
16	Prosper 4.6
15	Move 1.8
9	Move 1.7
9	Work 3.4
8	Fun 1.3
7	Move 1.6
7	Shop 3.5
6	Live 3.4
6	Live 4.2
6	Shop 1.4
6	Shop 3.3
5	Fun 2.3
5	Fun 2.4
4	Live 3.3
3	Fun 1.1
3	Fun 3.1
3	Move 1.3
2	Fun 3.4
2	Move 2.3

[Click here to see a full list of Goals and Policies](#) →



# Why Improve Mobility?

## ADA Compliance

The Americans with Disabilities Act (ADA), enacted in 1990, is a landmark civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life. Its significance extends to active mobility by ensuring that transportation and public spaces are accessible to everyone, including people with physical or cognitive disabilities.

Cities can take specific actions to ensure ADA compliance by regularly auditing their infrastructure for accessibility barriers, updating facilities to meet modern standards, and including the disabled community in the planning process. A focus on universal design, which benefits all users, can be crucial in this effort.

### Steps to reduce barriers include:

- Ensuring sidewalks are smooth and continuous without gaps.
- Installing ramps and tactile warning strips at crossings.
- Increasing the availability of accessible transit options, such as paratransit services.
- Reviewing City facilities and properties for compliance with ADA guidelines

[Click here to view the Access Board website and new PROWAG guidelines](#)



The Public Right-of-Way Accessibility Guidelines (PROWAG) were finalized by the US Access Board, an independent federal agency, and published in 2023, providing comprehensive guidelines to ensure accessibility in pedestrian facilities such as sidewalks, crosswalks, curb ramps, and pedestrian signals. These guidelines are designed to align with the Americans with Disabilities Act (ADA) and the Architectural Barriers Act (ABA), focusing on creating safer and more inclusive environments for people with disabilities in public spaces.

### PROWAG address various aspects of accessibility, including:

- Minimum sidewalk widths to ensure proper maneuverability for all users.
- Accessible pedestrian signals (APS), which include both audible and tactile features, ensuring that people with visual and hearing impairments can navigate crosswalks safely.
- Curb ramps and detectable warning surfaces to ensure smooth transitions from sidewalks to streets, especially for wheelchair users.
- Shared-use paths for both pedestrians and cyclists, emphasizing separation from vehicle traffic where possible.

One of the key updates is the requirement for accessible pedestrian signals at all new or altered crosswalks, and the inclusion of audible and vibrotactile walk indicators for push buttons. These guidelines will be enforceable once adopted by the U.S. Department of Justice (DOJ) and U.S. Department of Transportation (DOT) and have already been adopted for federally funded projects as of September 2023. They represent a critical step toward improving accessibility in public infrastructure, ensuring that all users can safely navigate public spaces.

# Why Improve Mobility?

## Safety and Accessibility

Vulnerable Road Users (VRUs) are defined as pedestrians, cyclists, and others who travel without the protection of a vehicle. These individuals face a higher risk of injury or fatality in traffic incidents. In Nebraska, the focus on VRUs has grown due to their significant representation in serious crashes. Improving infrastructure such as crosswalks, sidewalks, and lighting, along with public education, is key to enhancing safety.

Protecting VRUs is crucial for creating safe and inclusive transportation environments. VRUs, including pedestrians and cyclists, often lack the physical protection vehicles offer, making them more susceptible to severe injuries in traffic incidents. Enhancing their safety can lead to reduced fatalities and promote active mobility, encouraging healthier lifestyles and decreasing reliance on motor vehicles. Investing in infrastructure for VRUs not only enhances safety but also supports community well-being and sustainable urban development.

**Designing infrastructure for VRUs requires a multi-faceted approach. Key strategies include:**

- 1. Dedicated Bike Lanes and Sidewalks:** Providing separated lanes for cyclists and clear, well-maintained sidewalks enhances safety and encourages usage.
- 2. Improved Crosswalks:** Marked and well-lit crosswalks, along with pedestrian signal systems, can significantly enhance the visibility and safety of crossing streets.
- 3. Traffic Calming Measures:** Implementing roundabouts, and narrowing roads can reduce vehicle speeds in areas with high pedestrian traffic.
- 4. Education and Awareness Campaigns:** Increasing driver awareness about the presence and rights of VRUs through public education campaigns fosters a culture of safety.
- 5. Integrated Transportation Planning:** Ensuring that active transportation routes are part of the broader transportation system promotes connectivity and accessibility.

**Click here to learn more about MAPA's Safe Streets and Roads for All (SSFA) program, as well as information about Omaha's Vision Zero Action Plan and NDOT's Strategic Highway Safety Plan**



**MAPA's  
SSFA  
Program**

**Omaha's  
Vision Zero**

**NDOT  
Strategic  
Highway  
Safety Plan**

# Why Improve Mobility?

## Equity and Inclusivity

Designing active mobility projects for equity and inclusion in La Vista is essential for ensuring that all community members have access to safe, efficient transportation options. This focus can address disparities faced by low-income residents, people with disabilities, and other marginalized groups. Accessibility should also be designed for all ages, giving consideration to routes for school children, and access to medical services/facilities for the elderly.

### Specific improvements might include:

1. Accessible Infrastructure: Installing curb ramps and tactile paving to aid those with mobility impairments.
2. Safe Crossings: Enhancing crosswalks in lower-income neighborhoods to ensure safe passage for pedestrians.
3. Community Engagement: Involving under-represented populations in planning processes to reflect their needs.
4. Affordable Bike Share Programs: Providing subsidized access to bike-share services for low-income individuals.



Click here to learn how two people became friends advocating for size inclusive cycling! →

**all  
bodies  
on  
bikes**

# Why Improve Mobility?

## Education and Encouragement

To foster a culture of active transportation in La Vista, it is crucial to increase awareness and educate drivers, cyclists, and pedestrians about the safety and accessibility of these opportunities. Community workshops can serve as engaging platforms to discuss the benefits of biking and walking, while public awareness campaigns can leverage social media and local signage to promote the importance of sharing the road.

Engaging with schools to implement safety programs will help instill the principles of active mobility in young people, creating a generation that values these modes of transport. Partnering with local businesses can further amplify the message and encourage community-wide participation.

Incorporating aspirational principles from inclusive campaigns like “All Bodies on Bikes” is also essential. This initiative emphasizes that cycling should be accessible to everyone, regardless of body type or ability. By promoting inclusivity and representation in cycling, La Vista can ensure that everyone feels welcomed and empowered to use active transportation.

Encouraging residents to choose active transportation can be achieved through incentive programs, enhanced infrastructure, and organized community rides or walks. These strategies not only reduce vehicle usage but also improve public health and strengthen community ties, creating a vibrant environment where everyone can thrive.

## Best Practices for Increasing Awareness and Education:

1. **Community Workshops:** Host events to educate people about the benefits and safety of active transportation.
2. **Public Awareness Campaigns:** Use social media, local media, and signage to highlight the importance of sharing the road.
3. **School Programs:** Implement programs that teach children about pedestrian and cyclist safety, fostering a culture of active mobility from a young age.
4. **Engagement with Local Businesses:** Collaborate with businesses to promote biking and walking initiatives.

## Best Practices for Encouraging Active Transportation:

1. **Incentive Programs:** Offer discounts or rewards for residents who use active transportation modes.
2. **Enhanced Infrastructure:** Develop more bike lanes, pedestrian paths, and transit connections to facilitate easier access.
3. **Organized Community Rides/Walks:** Create events that encourage families to explore their neighborhoods actively.

# Why Improve Mobility?

## Intrinsic Value and Placemaking

Improving active mobility is essential for **fostering a community's well-being**, offering numerous intrinsic benefits that go beyond practical transportation. One of the primary benefits is **aesthetic enjoyment**. Incorporating visually appealing features, such as walking bridges, scenic overlooks, and underpasses, enhances the experience for pedestrians and cyclists. These spaces not only encourage more physical activity but also serve as areas where people can relax, take photos, and connect with their surroundings. In La Vista, the potential to create more scenic points along trails is particularly relevant, as the community already enjoys embracing its unique landscape.

Active mobility infrastructure also **stimulates tourism**. Visitors are drawn to towns with inviting public spaces, trail systems, and landmarks that **encourage exploration**. Investing in such features increases the town's appeal to tourists looking for outdoor recreation and Instagram-worthy spots. Scenic walking and biking routes, in particular, can become destinations themselves, attracting outdoor enthusiasts and offering them a deeper connection with the area.

**Environmental sustainability** is another vital reason for promoting active mobility. Walking and cycling reduce reliance on motor vehicles, helping to lower emissions and improve air quality. As communities grow more environmentally conscious, accessible trails and pedestrian-friendly spaces become even more important. La Vista has the opportunity to expand its trail system in ways that promote greener transportation, all while protecting the natural environment.

Additionally, enhancing active mobility spaces contributes to **placemaking**, a concept that involves designing public spaces to foster human connection and a sense of belonging. By creating spaces that people want to spend time in—whether it's a trail with beautiful views or a small park where people can gather—communities can **nurture social interactions** and **improve mental well-being**. These spaces become not only functional but places where memories are made and a sense of community thrives.

By continuing to enhance La Vista's public areas with thoughtful design, the city will not only improve connectivity but also foster a deeper connection between people, place, and the natural beauty that surrounds them.



# Why Improve Mobility?

## Wayfinding and Navigation

The City of La Vista has already completed a **Wayfinding Framework Plan** to create a consistent and unified vision for its signage system. This plan outlines the design and placement of entrance monuments, place signage, directional signage, and other wayfinding elements. By incorporating the city's branding, the plan aims to **enhance community identity** and **improve navigation** for both residents and visitors. The implementation strategy focuses on strategically placing signs at key points such as city entrances, parks, and major destinations. The framework also includes a sustainable approach to materials, ensuring long-term durability and easy maintenance.

The City of La Vista's Wayfinding Framework Plan establishes a cohesive vision for signage throughout the city. The plan includes examples such as entrance monuments at key city gateways, directional signage along main corridors like **84th Street**, and place signage at destinations like **Central Park** and the **La Vista Sports Complex**. These signs incorporate consistent design themes that reflect the city's identity and improve navigation.

For active mobility, this plan is particularly beneficial as it enhances trail navigation for pedestrians and cyclists by providing clear, easy-to-read directional signs and maps. Key locations, such as trailheads on the **West Papio Trail**, will have signage that directs users to parks, schools, and other community amenities. This not only improves safety and convenience but also encourages more people to use walking and cycling routes by making the city's network more accessible.

The installation plan prioritizes high-traffic areas and locations critical for wayfinding, ensuring that signage is placed at optimal points to guide both local residents and visitors as they explore La Vista.



# Facility Types

In this plan, **five main Facility Types** are identified to support and enhance Active Transportation within La Vista. Each type addresses a specific aspect of how pedestrians, cyclists, and other users interact with the transportation network, ensuring a balanced approach to **mobility, safety, and accessibility**.

Each facility type plays an essential role in building a comprehensive, user-friendly active mobility network. For more details on how each category is implemented and examples of specific treatments, please refer to the following section.

The examples are available options. Not every facility type will work for every situation, so improvements should be recommended based upon engineering best practices and must meet the appropriate warrants.

**Trail / Shared Use Paths**

**Sidewalks / Streetscape**

**Safety Improvements / Crossings**

**Wayfinding**

**On-Street / Micromobility**

The concepts in this report can generally be categorized into five types of projects:

## Trails/Shared Use Paths



These projects generally include **trails** or **shared use paths**, that may be independent or adjacent to roadways. They are ideally 10-foot wide, and provide connections between major destinations. Several of these projects include new bridges or other features to connect with the existing trail network.

## Sidewalk / Streetscape



These projects generally include improvements to the **pedestrian realm**, or the space between the street and nearby buildings. Projects may include **bike racks, pedestrian amenities, increased safety and awareness, and signage to inform and direct** users of nearby destinations and routes to get there.

[Click here to view the Federal Highway Administration's "Proven Safety Countermeasures"](#)

**FHWA's  
Proven  
Safety  
Measures**

# Facility Types

## Safety Improvements



**Safety and crossing improvement** projects focus on creating safer intersections and street crossings for pedestrians and cyclists. These enhancements may include installing **high-visibility crosswalks, pedestrian refuge islands, flashing beacons, or pedestrian hybrid beacons** (HAWK beacons). They may also involve curb extensions or raised crosswalks to reduce crossing distances and enhance pedestrian visibility. These projects aim to increase safety in high-traffic areas and improve accessibility at busy intersections. Examples include installing rapid-flashing beacons at school crosswalks or building raised crossings on key pedestrian corridors to slow vehicle traffic.

## Wayfinding



**Wayfinding** projects generally include signage and visual cues to help pedestrians, cyclists, and other trail users navigate through networks of trails, bike routes, and streets. These signs typically include **directional markers, distance information, maps, and icons** to identify key landmarks or amenities like parks, schools, and commercial areas. Wayfinding not only improves navigation but also promotes usage by making paths more accessible and user-friendly. Examples include trail signs pointing to nearby recreational areas or mileage markers along bike routes to encourage distance-based activities like walking and cycling.

## On Street



These projects generally include **on-street bike routes** that are created by **painted markings on the streets**, and include shared lanes for vehicles and cyclists, bike lanes, or a combination of configurations. These routes are lower volume roads, with slower speeds, and may include reduction of on-street parking in some key places to improve visibility and passage for cyclists.

# Toolkit of Treatments

## Shared-Use Paths

### Description:

A wide path (often 8-14 feet) designed for both pedestrians and cyclists, separated from vehicle traffic.

### Benefits:

Provides safe, accessible routes for multiple non-motorized users.

### Best Locations:

Along arterial or collector roadways, parks, and other regional connections



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Adam Coppola Photography

## Recreational Trails

### Description:

Trails dedicated to non-motorized recreation, often in parks and natural areas.

### Benefits:

Promotes physical activity and offers scenic, safe spaces for walking, running, and cycling.

### Best Locations:

Parks, nature reserves, and rural areas.



## Greenways

### Description:

Linear parks or open spaces that include trails for walking, biking, and recreation.

### Benefits:

Enhances connectivity between urban and natural areas while promoting environmental conservation.

### Best Locations:

Along rivers, streams, and in urban-to-rural corridors.



# Toolkit of Treatments

## Sidewalks

### Description:

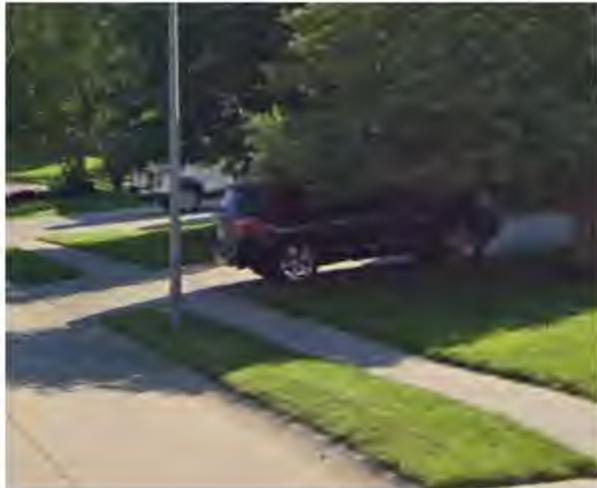
Paved paths for pedestrians, typically alongside streets.

### Benefits:

Provides a safe walking space, especially in high-traffic areas.

### Best Locations:

Urban areas, residential neighborhoods, commercial streets.



## Chicanes

### Description:

Alternating curb extensions or landscaped islands that create a winding path for vehicles, forcing them to slow down.

### Benefits:

Reduces vehicle speeds and improves safety for pedestrians.

### Best Locations:

Residential areas, narrow urban streets.



## Road Diets

### Description:

A reconfiguration of a roadway to reduce vehicle lanes and create space for bike lanes, sidewalks, or other amenities.

### Benefits:

Slows traffic, reduces crashes, and creates more space for active transportation.

### Best Locations:

Urban streets, areas with excess vehicle capacity, or high pedestrian activity.



<https://nacto.org/publication/urban-street-design-guide/streets/downtown-2-way-street/>

# Toolkit of Treatments

## Roundabouts (Traffic Circles)

### Description:

Circular intersections that slow traffic and reduce conflict points between vehicles, cyclists, and pedestrians.

### Benefits:

Enhances safety by reducing crash severity, reducing vehicle speeds, and increasing operational efficiency.

### Best Locations:

Urban and suburban intersections with moderate traffic volume.



## Speed Humps / Speed Tables

### Description:

Vertical deflections on the roadway to slow down vehicle traffic.

### Benefits:

Reduces vehicle speeds, improving safety for cyclists and pedestrians.

### Best Locations:

Residential streets, school zones, and parks where warrants are met.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Austin Brown

## Curb Extensions (Bump-Outs)

### Description:

Sidewalk extensions into the roadway, reducing crossing distances for pedestrians.

### Benefits:

Improves visibility and safety at pedestrian crossings, slows vehicle traffic, and reduces pedestrian exposure.

### Best Locations:

Intersections, school zones, commercial areas.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Dan Burden

# Toolkit of Treatments

## Pedestrian Refuge Islands

### Description:

A raised island in the middle of a road, allowing pedestrians to cross one direction of traffic at a time.

### Benefits:

Improves pedestrian safety through reduced pedestrian exposure, especially on multi-lane roads.

### Best Locations:

Wide roads and streets with heavy traffic volumes.



## Raised Crosswalks

### Description:

Pedestrian crossings elevated above the street level, serving as both a crosswalk and speed bump.

### Benefits:

Slows traffic and improves pedestrian visibility.

### Best Locations:

Residential neighborhoods, school zones, and parks where warrants are met and where setting and grade can overcome drainage challenges.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Dan Burden

## High-Intensity Activated Crosswalk (HAWK) Beacons

### Description:

Beacons designed to stop vehicles and allow pedestrians to cross safely when activated.

### Benefits:

Enhances pedestrian safety at mid-block crossings or high-traffic intersections.

### Best Locations:

Arterial roads, mid-block crossings, near schools or parks.



# Toolkit of Treatments

## Rectangular Rapid Flashing Beacons (RRFBs)

### Description:

Flashing lights at pedestrian crossings, activated by the user to alert drivers.

### Benefits:

Increases driver awareness of pedestrians at crossings.

### Best Locations:

Unsignalized crosswalks, mid-block crossings, high-speed roads.



## Offset Mid-Block Crossings

### Description:

Pedestrian crossings that are staggered across the road, requiring users to pause and change direction halfway. The staggering orients the user toward the oncoming traffic, increasing the likelihood to judge speed and distances of oncoming vehicles.

### Benefits:

Slows pedestrians down, improving safety at wide, busy streets.

### Best Locations:

Multi-lane roads, high-traffic areas.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Dan Burden

## Raised Intersections

### Description:

An entire intersection elevated to the level of sidewalks, slowing vehicles and enhancing pedestrian priority.

### Benefits:

Slows vehicle speeds and improves safety for all road users.

### Best Locations:

Pedestrian-heavy areas, school zones, and commercial districts where grade and situation can overcome drainage challenges.



<https://nacto.org/publication/urban-street-design-guide/intersections/>

# Toolkit of Treatments

## Wayfinding Signage

### Description:

Signs, maps, and symbols that guide users through trails, bike paths, and pedestrian routes, providing navigation and key information.

### Benefits:

Improves navigation, safety, and accessibility while enhancing the user experience and promoting exploration. It also fosters community identity by linking key destinations like parks, commercial areas, and landmarks.

### Best Locations:

Along busy trails, shared-use paths, city centers, and at intersections where routes converge, especially where regional trail networks connect or in areas with high pedestrian and cyclist traffic.



## Bike Lanes

### Description:

Dedicated lanes on the roadway marked for the exclusive use of cyclists.

### Benefits:

Enhances safety and encourages biking as a transportation mode.

### Best Locations:

Arterial roads, urban streets, and secondary roads in commercial areas.



## Shared Lanes (Sharrow)

### Description:

A travel lane shared by vehicles and cyclists, often marked with shared lane symbols.

### Benefits:

Provides guidance for drivers and cyclists to share space safely.

### Best Locations:

Low-traffic residential streets, areas where dedicated bike lanes are impractical.



# Toolkit of Treatments

## Protected Bike Lanes

### Description:

Bike lanes physically separated from vehicle traffic by barriers (e.g., curbs, bollards).

### Benefits:

Provides high levels of safety for cyclists, reducing conflicts with cars.

### Best Locations:

Major streets with high traffic volume, urban centers, and commercial districts.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Adam Coppola Photography

## Buffered Bike Lanes

### Description:

Bike lanes with extra space (buffer) between the bike lane and vehicle traffic achieved through the use of pavement markings that separate parking areas away from bike lanes.

### Benefits:

Increases comfort and safety for cyclists by providing more separation from vehicles.

### Best Locations:

Busy urban streets and corridors with moderate traffic.



Image source: [www.pedbikeimages.org](http://www.pedbikeimages.org)  
Toole Design Group

Click here to see the National Association of City Traffic Officials' (NATCO) Urban Street Design Guide for more examples!



# Design Guidelines, Resources, and Assistance

Designing active mobility infrastructure relies on following best practices and leveraging guidance from key resources. At the federal level, the **Federal Highway Administration** (FHWA) and organizations like the **American Association of State Highway and Transportation Officials** (AASHTO) provide critical design standards for pedestrian and bicycle facilities. **The National Association of City Transportation Officials** (NATCO) offers modern urban mobility guidelines, while the **Rails to Trails Conservancy** supports trail conversions and offers technical assistance.

In Nebraska, the **Department of Transportation** (NDOT) and **Bike Walk Nebraska** provide local design standards and advocacy, while the **Nebraska Game and Parks Commission** (NGPC) and the **Nebraska Trails Foundation** focus on trail development. Regional entities like the **Metropolitan Area Planning Agency** (MAPA) and the **Papio-Missouri River Natural Resources District** (Papio NRD) are valuable partners in project coordination and funding. These resources together ensure mobility projects meet current standards and serve a wide range of users.

The following sections explore these resources further, illustrating how they guide the design and implementation of active mobility systems.

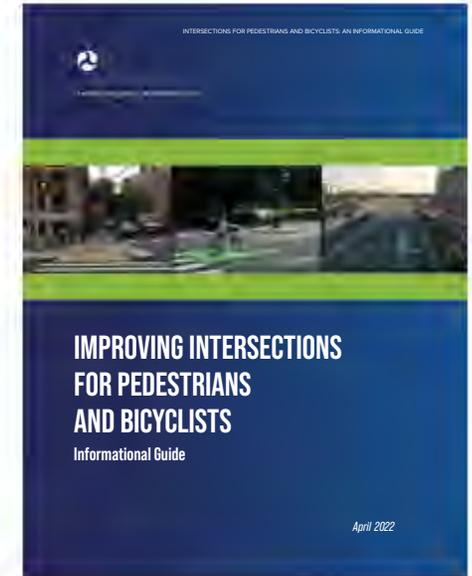
# Design Guidelines, Resources, and Assistance

The following list contains various resources of federal, state, and local guidelines to help plan active mobility systems.

See the References section at the end of this report for links to specific websites to these resources.

## National Resources:

1. Federal Highway Administration (FHWA)
2. Rails-to-Trails Conservancy
3. American Association of State Highway and Transportation Officials (AASHTO)
4. National Association of City Transportation Officials (NACTO)
5. Institute of Transportation Engineers (ITE)
6. The National Complete Streets Coalition
7. League of American Bicyclists
8. National Recreation and Park Association (NRPA)
9. Transportation Research Board (TRB)
10. Association of Pedestrian and Bicycle Professionals (APBP)
11. National Center for Safe Routes to School



# Design Guidelines, Resources, and Assistance

## State Resources:

1. Nebraska Department of Transportation (NDOT)
2. Nebraska Game and Parks Commission
3. Bike Walk Nebraska
4. Blue Cross Blue Shield of Nebraska - Walkable Communities Initiative
5. Nebraska Trails Foundation

## Local Resources:

1. Metropolitan Area Planning Agency (MAPA)
2. City of Omaha Parks, Recreation, and Public Property
3. Papio-Missouri River Natural Resources District (Papio NRD)
4. Omaha-Council Bluffs Metropolitan Area Trail Committee
5. Heartland Bike Share
6. City of Omaha Traffic Calming Program



**NEBRASKA**  
Good Life. Great Journey.

Click here to view a presentation about Vulnerable Road Users given by NDOT.

**NDOT**  
Presentation

# Active Mobility Proposals

The **Active Mobility Proposals** section of the La Vista Active Mobility Plan outlines a comprehensive set of infrastructure ideas designed to enhance the city's active transportation network. These proposals are categorized into five distinct facility types: **Wayfinding, Trails/Shared Use Paths, Sidewalks and Streetscapes, On-Street/Micromobility, and Safety/Crossing Improvements**. With over 100 ideas generated through feedback from the public, stakeholders, the technical advisory committee, and the project team, these proposals incorporate a wide range of perspectives. Throughout the summer, the project team conducted site visits by driving, walking, and cycling through various potential routes. This hands-on approach helped identify gaps in the current infrastructure, opportunities for easy wins, and ambitious projects that could transform La Vista into a more connected and active community.

Each proposal was not only categorized by facility type but also assessed by **implementation type**, which ranged from low-cost or paint-only projects to more complex new construction and development-dependent initiatives. The project team worked diligently to prioritize these ideas by creating an initial **phasing plan**. Some projects were ultimately eliminated due to high costs, lack of support, or being beyond the city's capacity to implement, while other ideas were added based on additional input gathered throughout the planning process. In September 2024, these refined proposals were presented to the public, who were asked to identify which projects they found most exciting across the three phases: short-term, near-term, and long-term. **Public feedback** played a critical role in shifting the timing of some proposals to better align with community priorities.

The following section presents each proposal with brief descriptions, highlighting their potential impact on La Vista's mobility network. Additionally, each project was reviewed for alignment with the **City's Comprehensive Plan Goals and Policies**, with more detailed summaries and supporting documentation provided to city officials for further consideration. These proposals represent a thoughtful blend of community input, technical analysis, and strategic planning, laying the groundwork for a more connected and accessible La Vista.



A thumbs up indicates this proposal or policy was popular during public the input process.

**Concept Project**

Proposals with this symbol were selected by the Technical Advisory Committee for further development as "Concept Projects" and are presented in the following section.

# Active Mobility Proposals

## Trails / Shared Use Paths Proposals

### 1 – Applewood Creek Trail/Portal Greenway to West Papio Connection (BNSF Cutoff)

This trail project would utilize existing easements and outlots or require minimal ROW to connect the existing Portal Greenway Trail from approximately where it crosses Applewood Creek to the West Papio Trail.

Concept Project **1**

### 2 - Applewood Creek Trail/Portal Greenway to Ralston Trail Connection

This trail project would utilize an existing easement or require minimal ROW to connect the north end of the Portal Greenway Trail to a proposed extension of the Ralston Trail, between 96th Street and Harrison Street.

Concept Project **1**

### 3 – Thompson Creek Greenway Trail to La Vista Sports Complex Connection

This trail project would extend the Thompson Creek Greenway Trail from 72nd Street to west of 66th Street, through Mayor's Park, and then along 69th Street as a shared use path (10 foot wide, set back 2 feet from the curb) which would cross nine (9) driveways along 69th Street. This project is planned for construction in 2027 along with Proposal 5.

Concept Project **2**



### 4 – Thompson Creek Greenway Trail from La Vista Sports Complex to Keystone Trail

This trail project would extend the Thompson Creek Greenway Trail east from 66th Street along Thompson Creek to the Keystone Trail via a bridge over the Big Papio Creek.

Concept Project **2**



### 5 – Thompson Creek Greenway Trail from Central Park to 72nd Street

This trail project would extend from Central Park through Central Park East to 72nd Street along Thompson Creek and is currently in the design phase. Construction is planned for 2027 along with Proposal 3.

### 6 – Thompson Creek Greenway Trail from Central Park to Central Park West

This trail project would extend from Central Park, under 84th Street, along Thompson Creek and under the new bridge for 84th Street, into and through Central Park West, to the intersection of Park View Boulevard and 87th Street.



### 7 – West Papio Creek bridge, between I-80 and Harrison Street to Eastport Parkway

This trail/bridge would provide a connection from the West Papio Trail to Southport East at Eastport Parkway. Proposal 12 should be considered at the same time and in conjunction with this trail to provide full connectivity to the existing sidewalks/trails within Southport East and West.

Concept Project **3**

# Active Mobility Proposals

## Trails / Shared Use Paths Proposals

### **8 – Shared use path along Giles from 108th Street to 114th Street when Giles is widened.**

This project would include a trail or shared use path along the north side of Giles Road from 108th Street to 114th Street, with or without a separate bridge over the West Papio Creek.

### **9 – Grade separated connection from Harrison Street Trail to Big Papio/Keystone Trails**

This project would provide a grade separated connection from the trail on the south side of Harrison Street east of 66th Street, under Harrison and back up to the Big Papio Trail. A sidewalk on the north side of the existing bridge provides further connection to the Keystone Trail.

Concept Project **4**



### **10 - Portal Road crossing and West Papio Trail connection (Papio NRD NEAT project in planning)**

The project would connect the southern end of the Applewood Creek Trail across Portal Road using a RRFB or HAWK signal at 101st Street and connect to the West Papio Trail. Future road widening of Portal Road would be accounted for, and future projects would need to consider this crossing in their analysis.



### **11 – Shared Use Trail along 92nd Ave and Robin Drive from Brentwood Drive to Giles Road**

This project would extend a shared use path or trail along 92nd Avenue from Brentwood Drive south to Robin Drive, and then south to Giles Road. A portion of this project is already trail-width, the rest of it is a sidewalk.

### **12 - Shared use path along Eastport Parkway from new West Papio Creek bridge**

This project is a shared use path adjacent to Eastport Parkway, or it could be a separated trail along the same corridor, from the new West Papio Bridge (Proposal 7) to the Nebraska Multi-Sport Complex.

Concept Project **3**

### **13 - Harrison Street Trail connection to Highland Drive**

This project would connect the on-street bike route through western La Vista (Proposal 28) to the shared use paths or trails along Eastport Parkway (Proposal 29) and places further to the east.

Concept Project **9**

### **14 - Giles Road Trail (south side) and bridge to West Papio Trail**

This project would include a trail along the south side of Giles Road from 114th Street to the West Papio Trail, with a bridge over the West Papio Creek.

Concept Project **6**

# Active Mobility Proposals

## Trails / Shared Use Paths Proposals

### 15 - 126th Street from Prairie Queen Recreation Area to Costco/Southport

This project would provide connectivity from the Southport West area to Prairie Queen Recreation Area, along 126th Street.

Concept Project **6**

### 16 - 114th Street Trail (west side) from Giles Road to Portal Lake Trail

This project would provide connectivity to southwest La Vista and the western Papillion recreational lakes, including Portal Recreation Area, Prairie Queen Recreation Area, as well as trails that are currently under planning or construction.

Concept Project **5**

### 17 - Giles Road to Applewood Creek Trail connection on north side

This project would provide a connection from the Applewood Creek Trail to the north side of Giles Road. Preliminary layouts indicate that the trail could maintain a 4-5% slope, and that it would clear the existing box culvert for the underpass portion of the trail.



### 18 - Giles Road Trail/Bikeway/Shared Use Path from 114th Street to Eastport Parkway

This project would involve the extension of the Giles Road trail or shared use path along one side or the other of Giles Road from 114th Street to Eastport Parkway



### 20 - West Giles Road Trail/Bikeway from 132nd Street to Eastport Parkway

This project would continue the Giles Road Trail to the west, from Eastport Parkway to 132nd Street. The trail could be built along either side of the road and would require an at-grade crossing of the railroad.

Concept Project **9**

### 29 - Shared use path along Eastport Parkway from new West Papio Creek bridge to Harrison St

This project, in conjunction with Proposal 13, would create a connection between the western suburbs of La Vista (Sunrise Woods, Southridge, and Stonybrook South) and the center of the city as well as connecting them to the West Papio Trail in conjunction with Proposal 7.



### 32 - Chalco Hills to Prairie Queen connector (Papio NRD NEAT project in planning)

This project would connect Chalco Hills Recreation Area to Prairie Queen Recreation Area along the south side of Giles Road and the east side 132nd Street with a 10-foot-wide shared use path.

# Active Mobility Proposals

## Trails / Shared Use Paths Proposals

### **33 - 66th Street Trail connection to Ardmore East**

This project would be an interim solution to provide connectivity from the Ardmore East neighborhood to the La Vista Sports Complex and the trail along 66th Street with a paved trail along 66th Street from Heartwood Road to the existing trail crossing. This should be considered with 66th Street improvements.



### **36 - Giles Road Trail from Southport Parkway to Eastport Parkway**

This project includes a 10-foot-wide shared use path or trail along the northeast side of Giles Road between Southport Parkway and Eastport Parkway and is included in the current design plans for the widening of Giles to three lanes in this area.

### **40 - South Papio Trail (from 132nd to 156th)**

This project is a long-term concept for a South Papio Trail that would begin near the intersection of 132nd Street and West Giles Road that would run along the South Papio Creek and BNSF railroad tracks, extending to 156th Street near Chandler Road.

### **41 - 72nd Street trail/sidewalk/shared use path (along east side)**

This project would include a shared use path or trail along the east side of 72nd Street from Giles Road to Harrison Street. This side of the street has fewer major obstacles (power poles, guardrails, culverts, ditches, etc...).



### **42 - 96th Street trail/sidewalk/shared use path (along either side)**

This project would include a shared use path or trail along either side of 96th Street from Giles Road to Harrison Street. There are various obstacles on either side of the road, but no major items that would prohibit a trail on either side.



### **44 - Central Park interior trail improvements**

This project would focus on evaluating the interior trail network of Central Park between Edgewood Boulevard and City Centre. This proposal would also include an accessible trail to avoid the stairs that connect to the north side of the Link.



# Active Mobility Proposals

## Trails / Shared Use Paths Proposals

### 45 - Hell Creek Trail from West Papio Trail to Olive Street

This project would involve the creation of a north-south trail corridor along Hell Creek from the West Papio Trail to Brookhaven Park north of Harrison Street. It was originally proposed by MAPA and the Papio NRD.



### 46 - 66th Street Trail connection from Giles to Ardmore East

This project would extend a trail or shared use path along 66th Street from Heartwood Road to the south, ultimately connecting with the trail along the west side of 66th Street south of Giles Road. This should be considered with 66th Street improvements.



### 48 - 84th Street Trail System (both sides) from Giles to Harrison

This project includes a 10-foot-wide shared use path or trail along both sides of 84th Street from Giles Road to Harrison Street. This project is currently in design and will begin construction in the fall of 2025.



### 51 - Giles Road Trail from 108th Street to 66th Street (north side)

This project would create a continuous 10-foot-wide shared use path or street adjacent trail along the north side of Giles Road from 108th Street to 66th Street. Using the north side of the road addresses concerns over snowmelt and sun exposure, and there appear to be fewer obstacles that would impede design and construction.



The 84th Street Corridor is a priority for the City of La Vista and several projects are already underway to improve mobility in and around the area. Click the image to find out more.

# Active Mobility Proposals

## Sidewalks / Streetscape Proposals

### **30 - Parking/Trailhead along 118th Street near Emiline or Olive**

This project would involve adding a new trailhead with parking near the intersection of 118th Street and Olive Streets, which are only a few hundred feet from the West Papio Trail. This area is already a well-used connection to the trail, and this trailhead could accommodate additional trail users to make shorter trips.

### **31 - Expanded parking at Harry Anderson Avenue and 109th Street trailhead**

This project would expand the heavily used trailhead for the West Papio Trail at 109th Street and Harry Anderson Avenue. There are currently eight (8) stalls and one accessible parking stall at this location and there are often multiple vehicles parked along Harry Anderson Avenue.

### **37 - Community Center / La Vista West Elementary / City Centre connectivity**

This project includes evaluating the connections between the Community Center and City Hall, La Vista West Elementary, and City Centre. These facilities are close in proximity, but are separated by several roads, elevation changes, and other uses such as residential homes and apartments.

### **38 - Triangle Park, City Park, Hollis Park connectivity**

This project includes evaluating the connections between Triangle Park, City Park, and Hollis Park, between approximately 78th Street and Josephine Street, and Terry Drive and 76th Avenue.

### **52 - Southwind Dogpark**

This proposal is to add a paved access route to the Southwind Dog Park from the northwest corner of the parking lot for Metropolitan Community College and the City of La Vista Library.



*Photo of Southwind Dogpark which lacks accessible access.*

# Active Mobility Proposals

## Safety Improvements / Crossing Proposals

### 19 – Giles Road / Southport Parkway at-grade crosswalk improvements

This project would implement improvements to the at-grade crosswalks across Giles Road at Southport Parkway, following the expansion of Giles Road to three lanes in each direction.

Concept  
Project **10**

### 35 - Giles Road and Southport Parkway crossing - grade separation

This project would ultimately include a grade-separated crossing of Giles Road to connect Southport West and Southport East at Southport Parkway. The current plans to widen Giles Road at this location will result in ten (10) lanes to cross for pedestrians, with only a 4-foot median in the middle of the road, which is not adequate for a safe refuge

### 39 - Cimarron Woods (and elsewhere) ADA compliance

This project focuses on addressing several issues within the Cimarron Woods neighborhood SID that could be improved from an ADA compliance standpoint. There are several inconsistencies with trail and sidewalk widths, appropriately sized crossing ramps, and several places where trails simply end or dump trail users into the street instead of onto other pedestrian/cyclist facilities

## Wayfinding Proposals

### 34 - Giles Corner Park to Thompson Creek Trail wayfinding signs

This project would focus on installing wayfinding signage between Giles Corner Park and the Thompson Creek Greenway Trail along Braun Street and 73rd Avenue to Park View Boulevard. This could be designated as an on-street bike route, or it could involve improving the sidewalks in this corridor.

### 50 – Improve Wayfinding and Signage



Implement the City's Wayfinding Plan to add trail signs, kiosks, and informational signage citywide. Examples include adding street names to the bridges along the West Papio Trail (so trail users know where they are), and along the proposed on-street network (Brentwood, Valley View, Edgewood, etc...) to direct cyclists along the route.

# Active Mobility Proposals

## On Street Proposals

### 21 - Brentwood Drive bike route, 84th to 108th

This project would be an on-street bike route along Brentwood Drive from 108th Street on the west to 84th Street on the east. It would be the spine of the 'southern' internal route across La Vista and would involve a combination of shared bike/car lanes, or "sharrows" from 108th Street to just west of 96th Street, where it would transition to bike lanes from there to approximately 90th Street.

Concept  
Project **7**



### 22 - Valley View Drive bike route, from Portal Greenway Trail to Central Park West

Like Proposal 21, this would be an on-street bike route, using sharrows to connect the northern end of the Portal Greenway to Central Park and ultimately the Thompson Creek Greenway Trail network east of 84th Street.

Concept  
Project **7**



### 23 - Elm Drive/Pine Drive bike route from Brentwood Drive to Harrison Street

This on-street bike route would be created with sharrows and wayfinding signage to connect Proposal 21 and Proposal 22.

Concept  
Project **7**



### 24 - On-street bike route on West Centennial Road, Applewood Creek Trail to Val Verde

This project would create an on-street bike route along West Centennial Road, connecting the Applewood Creek Trail to the Val Verde Park and Trail system. There currently exists a short trail-width shared use path from within the Portal Ridge neighborhood to the Applewood Creek Trail, that stops at 101st Street.

### 25 - Bike blvd along Edgewood Blvd, Park View Blvd, and 78th St, Giles to Harrison

This on-street bike route would provide a north-south cyclist commuter connection between Papillion and Ralston through La Vista, and would provide connectivity to Central Park, the Thompson Creek Greenway Trail network, as well as many destinations including Papillion La Vista High School, La Vista Middle School, La Vista West Elementary School, La Vista City Park, La Vista Civic Center and Community Center.

Concept  
Project **8**

### 26 - Gertrude Street bike route and trail connection to Edna Ave

This project would involve creation of a connection from 108th Street to the Cimarron Woods neighborhood along Gertrude Street through the industrial area east of 108th Street, and then passing behind these buildings and connecting to Edna Ave at 103rd Circle.

# Active Mobility Proposals

## On Street Proposals

### **27 - Bike route along 118th St, Olive St, and Skinner Drive, from West Papio Trail to 108th St**

This project would involve replacing existing sidewalks with or adding a shared use path along Skinner Drive from 108th Street to the west, extending along 110th Street and Olive Street, ending at 118th Street.

### **28 - On-street bike route from 144th St to Highland Blvd along Josephine and Gertrude St**

This project would involve the designation of an on-street bike route along Josephine Street from 144th Street to 132nd Street, and then along Gertrude Street to Highland Boulevard at Harrison Street. This route is currently in the MAPA Bike Map as a low volume street route and could be created simply with sharrows and some wayfinding signage.

### **43 - West Papio Trail / Brentwood Drive bike route connection**

This project would evaluate the best connection from the West Papio Trail trailhead at 109th Street and Harry Anderson Avenue and the Brentwood Drive on-street bike route (Proposal 21).

## Heartland Bike Share Station Proposals



### **55 – Heartland bike share stations near City Centre and at City Library/MCC**

Heartland Bike Share stations are primarily located in Omaha, and they tend to be concentrated in central, downtown, and midtown Omaha. Given the growth in La Vista and the potential for active mobility (with trail systems already in place or planned), adding stations in this central area would help close the gap.

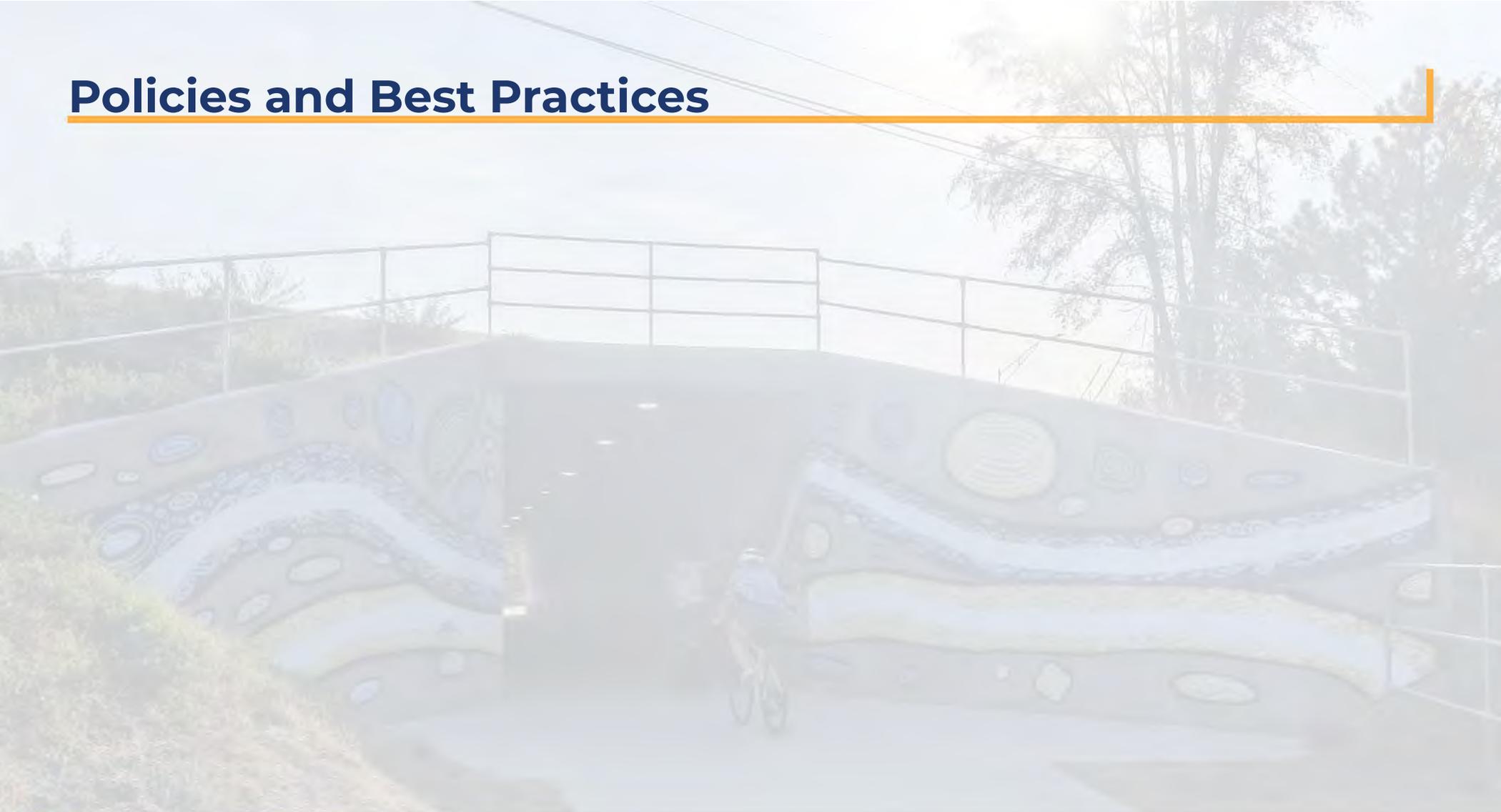
### **56a - Heartland bike share stations at West Papio Trail Trailhead and La Vista Sports Complex**

Phase 2 installation of two (2) Heartland Bike Share stations at the West Papio Trail trailhead on Harry Anderson Avenue and at the La Vista Sports Complex on 66th Street.

### **56b - Heartland bike share stations - Southport West and Southport East**

Phase 3 installation of two (2) Heartland Bike Share stations within Southport West and Southport East.

# Policies and Best Practices

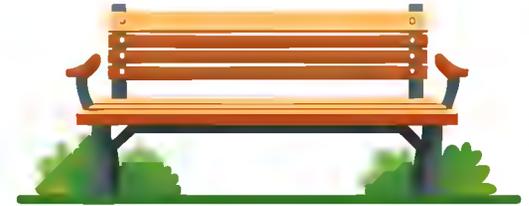


The proposed policies for the La Vista Active Mobility Plan aim to address several key areas, including **filling sidewalk gaps, improving pedestrian amenities, enhancing safety at crossings, and advocating for vulnerable road users.** To implement these policies effectively, a phased approach is recommended, starting with small, incremental steps that can build toward larger, long-term changes. Rather than grouping policies by short-term or long-term implementation, the policies and best practices can be generally grouped into four categories. This balanced approach will allow the City to determine which policies and practices to implement over time to address various challenges and goals to improve mobility.

# Policies and Best Practices

## 1. Prioritize Infrastructure Improvements

Closing sidewalk gaps, repairing pavement, and adding accessible amenities like benches, bike racks, and wayfinding signage are tangible, visible upgrades. Implementing these changes first can demonstrate quick wins and generate community support. Establishing a sidewalk repair fund would also lower costs for neighborhoods, encouraging broader participation in maintaining and expanding sidewalks.



## 2. Advocate for VRU Protections and ADA Compliance

Policies like reviewing ADA access across the city and enhancing pedestrian crossings with countdown timers, signals, and tactile surfaces are critical for ensuring inclusivity and safety. Regular audits and enforcement of ADA standards will make the city more accessible for all users. Advocacy at the state level for Vulnerable Road Users and legislative changes will also be essential for aligning La Vista's mobility goals with broader state policies.



## 3. Educate and Inform the Public

Driver, cyclist, and pedestrian education campaigns will help raise awareness about sharing the road and using new facilities safely. This could be accomplished through public workshops, signage, and social media campaigns. Emphasizing motorist-cyclist interactions, proper use of bike lanes, and promoting safe pedestrian crossings can cultivate a culture of safety.



## 4. Encourage Use of Active Mobility Facilities

To encourage active transportation, initiatives like La Vista-branded bike racks and bike parking cost-share programs at businesses and parks should be prioritized. Promoting these efforts, along with the publication of online bike maps, can make cycling and walking more appealing. Organized community events like "Bike to Work" days or pedestrian-friendly events could further reduce car dependency and improve public health.



# Policies and Best Practices

## Trails / Shared Use Paths Policies

### 74 – Publicize Bike Maps

Identify and map out the proposed bike routes within the City, and then publicize these on the City's website. These maps can also be delivered to regional mapping agencies, such as MAPA, the Papio NRD, the City of Omaha, Sarpy County, and Google for inclusion on their platforms.



## Sidewalks / Streetscape Policies

### 47 – Eliminate Sidewalk Gaps

Work to eliminate sidewalk gaps citywide, either through encouragement to private entities, or through a cost share program of some kind.



### 57 – Encourage Citywide Bike Parking

This policy is aimed at encouraging more bike parking spaces to be dedicated during the planning process.



### 58 & 79 – Improve Pedestrian Amenities

Policy 58 is aimed at small projects by adding amenities to improve the pedestrian space, and to allow users to increase the length of their walks. Policy 79 is aimed at improving comfort in commercial and retail areas.

### 59 – Bike Fix-it Stations

Easily installed bike fix-it stations that include basic tools for cyclists to repair a flat tire, air pumps, adjust seating, etc...

### 60 – Wheelchair Seating Spaces

A relatively simple approach to increasing the ability of those with limited mobility to access the trails around town, and to rest alongside others at benches, without blocking the trails or sidewalks.

### 64 – Review Trail and Sidewalk Widths

This policy is aimed at increasing the effective widths of sidewalks and trails wherever possible, within reason for the surroundings, with a preference for 6 foot wide sidewalks, and 10 foot wide trails.



# Policies and Best Practices

## Sidewalks / Streetscape Policies

### 65 – Review and Update ADA policies

This policy is aimed at reviewing City ordinances and policies related to ADA/PROWAG compliance. It would be good to implement this in tandem with Policies 60, 64, and 71.



### 66 – Truncated Dome Repairs

Continue and add funding to the current program of annual maintenance for identifying and repairing the truncated dome panels used for tactile navigation by the visually impaired.



### 69 – Encourage Pedestrian Facilities and Connections

Policy aimed at encouraging new (and older) developments that did not (or were not required to) install sidewalks and trail connections to look for ways to install these facilities. Either through a 'district' approach or some kind of business fee.

### 70 – Bike Rack Guidance

Provide businesses with information and guidance on best practices for installing bike racks. The example for this comes from a local business that has bike racks, but they are too close to the building to allow for parking of all bikes.

### 71 – Implement ADA Audit Recommendations

The City had an ADA self-check assessment that includes recommendations for each of La Vista's Parks completed in 2022. This policy aims to implement as many of these recommendations during park renovations or during adjacent projects to save time and disturbances to the parks.

### 73 – Sidewalk Repair Fund

This policy would be aimed at creating a cost-share program for residents to reduce the cost of making sidewalk repairs as a larger group. Used in many places throughout the Nebraska, including Grand Island, Waverly, Alliance, Lincoln, and Ashland.

### 75 – Bike Rack Cost Share Program

Similar to the sidewalk cost-share program, this policy would encourage more bike parking by partnering with local businesses to install La Vista branded bike racks at a reduced cost and with reduced permitting.



# Policies and Best Practices

## Safety Improvements / Crossings Policies

### 49 & 78 – Improved painting/marketing or minor fixes of mobility crossings

Policy 49 is focused on small projects aimed at adding (or better maintaining) paint or markings. Policy 78 is focused more simply on better painting/marketing of pedestrian crossings or “ladder” crossings, as described in the Wayfinding Plan.

### 61 – Intersection Improvements

When intersections are improved for traffic, take active mobility into consideration and look for ways to improve safety. Additional signage, dedicated spaces, lane configurations, signals, timing, lighting, etc...

### 62 – Improve Pedestrian Connections

This policy is more focused on pedestrian and cyclist specific crossings, using dedicated signals, such as HAWK (High Intensity Activated Crosswalk Beacon) beacons (like the one in downtown Papillion on 84th Street), RRFB (Rectangular Rapid Flashing Beacon) beacons (like the one across Harry Andersen Boulevard from the West Papio Trail to Golfing Green Drive/Oak Hills Country Club), or other similar treatments.

### 63 – Motorist and Cyclist Education

This policy is aimed at increasing motorist and cyclist awareness of each other, through education and advocacy. Many cyclists aren’t fully aware of the proper etiquette or of the rules of the road. Many drivers feel that cyclists don’t belong on roads, and many pedestrians feel that cyclists don’t belong on sidewalks.

### 67 – Informational / Advisory Signage

This policy is aimed at increasing motorist awareness to the presence of increased pedestrian and cyclist use in higher traffic areas. In areas where traffic volumes are already high, and surrounding uses are adding more pedestrians and cyclists, additional signage can be used to highlight this fact and can be used to direct motorists on the proper way to respond, move, and react when they are present

### 68 – Improved Mobility Communications

Increased communication between the City and mobility community regarding projects of interest, areas of concern, closures, and issues faced by the community.



*Institute of Transportation Engineers & Wyandotte County, KS*

# Policies and Best Practices

## Safety Improvements / Crossings Policies

### 72 – Safe Park Zones

These areas are similar to School Zones and could be installed with similar signage to reduce speeds and raise awareness to the presence of vulnerable road users (children, cyclist, and park users). It would also provide more enforcement abilities for police to ticket speeders.



### 76 – Police Officer Bike Patrols

This policy is aimed at increasing awareness, funding, resources, and equipment for the La Vista Police Department to implement and expand their Bike Patrol program.

### 77 – Active Mobility Considerations

When updating any City ordinances, take active mobility into consideration. Look for ways to make Active Mobility the default stance and prioritize pedestrians and cyclists above motorists. Also review old City ordinances that inhibit or discourage active mobility.

### 80 – Legislative Advocacy

This policy is aimed at advocating for active mobility at the state level when new legislation is proposed. If there are ways to increase safety and mobility, the City should review the proposed changes and write letters of support for the City's desired position.



# Policies and Best Practices

## Summary

Each policy will need approval from the City Council and should be implemented in stages based on feasibility and budget. Not all policies may be applicable in every instance, but their incremental progress will create a more connected, safe, and active city over time. By systematically addressing these areas, focusing on safety, accessibility, and inclusivity, La Vista can develop a robust active mobility network that improves the quality of life for everyone.

The policies and best practices proposed for La Vista have been grouped into four categories, rather than short-term or long-term concepts. Policies should be selected to achieve specific goals and objectives, or to align with other actions the City may desire to take to improve mobility. Some of these policies are already underway or in development, and simply need to be codified with specific objectives and success criteria. Others will require further exploration and evaluation before being considered for adoption.

### 1. Prioritize Infrastructure Improvements:

- 47 – Eliminate Sidewalk Gaps
- 49 – Minor Fixes for Mobility Crossings
- 61 – Intersection Improvements
- 62 – Improve Pedestrian Connections
- 66 – Truncated Dome Repairs
- 73 – Sidewalk Repair Fund

### 2. Advocate for VRU Protections and ADA Compliance:

- 64 – Review Trail and Sidewalk Widths
- 65 – Review and Update ADA Policies
- 71 – Implement ADA Audit Recommendations
- 72 – Safe Park Zones
- 77 – Active Mobility Considerations
- 78 – Painting/Marking of “Ladder” Crossings as per Wayfinding Plan
- 80 – Legislative Advocacy

### 3. Educate and Inform the Public:

- 63 – Motorist and Cyclist Education
- 67 – Informational / Advisory Signage
- 68 – Improved Mobility Communications
- 74 – Publicize Bike Maps
- 76 – Police Officer Bike Patrols

### 4. Encourage Use of Active Mobility Facilities:

- 57 – Encourage Citywide Bike Parking
- 58 – Improve Pedestrian Amenities
- 59 – Bike Fix-it Stations
- 60 – Wheelchair Seating Spaces
- 69 – Encourage Pedestrian Facilities and Connections
- 70 – Bike Rack Guidance
- 75 – Bike Rack Cost Share Program
- 79 – Improve Pedestrian Amenities in Commercial Areas

# Concept Projects

As part of this plan, the **Technical Advisory Committee** selected **ten (10) proposals** (or combinations of proposals) to develop into **conceptual projects**. These projects were developed with high-level planning cost estimates, conceptual level design plans, and visual renderings to facilitate future development into real projects. These projects are not necessarily the highest priority, least expensive, or most publicly supported projects, rather they are projects that the **TAC** desired to have more information prepared to make better decisions to pursue funding and identify potential red flags or design challenges. As a result of this development process, several projects have been identified as possible projects for short-term implementation, local grant funding applications, or further development. Some will require a longer-term approach, and may require additional study, land acquisition, or federal funding requests. Some of these projects (or portions of them) are already in the **City's Capital Improvement Program**, while others may be considered for addition in the very near future. Others may take longer to develop, and would be considered for the CIP in future years.



GILES ROAD

# Concept Projects

## Concept Project 1 - BNSF Cutoff and Applewood Creek Trail to Ralston



- Legend**
- Trail
  - Bridge
  - Shared Use Path

- **Derived from Proposals 1 and 2**
- **Supports Comprehensive Plan Policies:** Live 3.3; Live 4.1; Shop 3.5; Move 1.1; Fun 1.2; Prosper 4.6
- **Cost Estimate:** \$4,446,000

**Concept Project 1** aims to create a vital link between several regional and primary trails, including the **West Papio Trail, Applewood Creek Trail, and Ralston Trail**. This project would primarily make use of existing easements along railroad and creek corridors, with only minor right-of-way (ROW) acquisition needed. These corridors, often unsuitable for development, offer an ideal opportunity for trail expansion. Additionally, the project would provide the potential for extending the future **Hell Creek Trail** northward to **Brookhaven Park**, further enhancing connectivity.

The eastern segment of this trail, east of 96th Street, could be developed as a shared-use path running along **96th Street and Harrison Street**, improving access and safety for pedestrians and cyclists. Coordination with the City of Omaha will be necessary to make the northeastern connection seamless. The project may also require infrastructure modifications, such as retaining walls, culverts, or utility relocations, to accommodate the trail's alignment through these areas.

This project offers a significant opportunity to enhance regional connectivity while utilizing underutilized spaces efficiently.



*The existing BNSF, and specifically the high bridge over Hell Creek, would provide scenic vistas and placemaking opportunities along this trail.*

# Concept Project 2 – Thompson Creek Trail through Mayor’s Park to Keystone Trail

Proposal 4 received high support from the public



- Derived from Proposals 3 and 4
- Supports Comprehensive Plan Policies: Live 4.1; Work 3.4; Shop 3.5; Move 1.7; Prosper 4.6
- Mayor’s Park Trail Segment: \$567,000
- Cost Estimate East Trail Segment: \$2,579,000

**Concept Project 2** proposes a key connection between central La Vista and two major regional trails, the **Keystone Trail** and the **Big Papio Trail**, utilizing the Thompson Creek Greenway as a corridor. This project would extend the trail through **Mayor’s Park**, including building a shared-use path along existing right-of-way on **69th Street**. Coordination with the **PLCS schools** and **OPPD** will be essential to secure access for the western segment of the trail.

The eastern segment would extend along the north side of **Thompson Creek**, with the construction of a 200-foot bridge over **Papillion Creek** to ensure connectivity. This project would continue the “Sarpy North” corridor into Bellevue, creating a vital east-west link through the area. Notably, the eastern connection to the **Keystone Trail** has garnered the most positive feedback from the public, highlighting its potential as a direct, desirable route for both cyclists and runners coming from the east. This connection would offer enhanced accessibility and convenience for active transportation users while integrating La Vista more fully into the regional trail network.



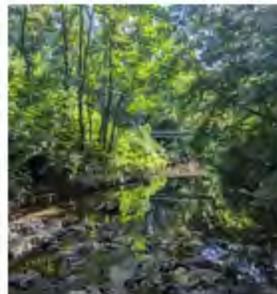
- Legend**
- Trail
  - Bridge
  - Shared Use Path
  - Possible Trailhead and Parking



Existing sidewalk and driveways along 69th Street.



Upper banks along Thompson Creek.



Existing conditions within Thompson Creek.

## Concept Project 3 – West Papio Trail Bridge by Harrison Street



- **Derived from Proposals 7 and 12**
- **Supports Comprehensive Plan Policies:** Live 4.1; Move 1.1; Move 1.7; Shop 3.5; Prosper 4.6
- **Cost Estimate:** \$1,630,000

**Concept Project 3** proposes a crucial connection between the **West Papio Trail** and **Eastport Parkway** via a 150-foot bridge over **West Papio Creek**. This location was strategically selected to avoid significant utility interference and minimize the need for right-of-way (ROW) acquisition. The project would serve as a keystone for the “northern spine” of La Vista’s internal trail network and the **Sarpy North** corridor, linking the city’s western neighborhoods to the city center and providing a long-anticipated connection between the West Papio Trail and Southport.

Initial discussions with regional trail advocates and planners suggest that this project has major support due to its regional significance. Its strategic importance for regional mobility and the potential for improving access to key destinations highlight its strong appeal for grant funding, making it a high-priority project for La Vista’s active transportation goals.

**Legend**     Bridge  
               Shared Use Path



*Bridge location looking southwest*



*Example bridge*

## Concept Project 4 – Harrison Street Bridge over Big Papio and Keystone Connection



Legend  Trail

- **Derived from Proposal 9**
- **Supports Comprehensive Plan Policies:** Live 4.1; Move 1.1; Move 1.7; Shop 3.5; Prosper 4.6
- **Cost Estimate:** \$219,000

**Concept Project 4** aims to create a grade-separated connection from the **Big Papio Trail** to the shared-use path along the south side of **Harrison Street**, providing access to the **La Vista Sports Complex** and eventually linking with the **Thompson Creek Greenway Trail** system. This project offers a cost-effective solution for improving near-term mobility by enhancing trail access and connectivity across key areas in La Vista.

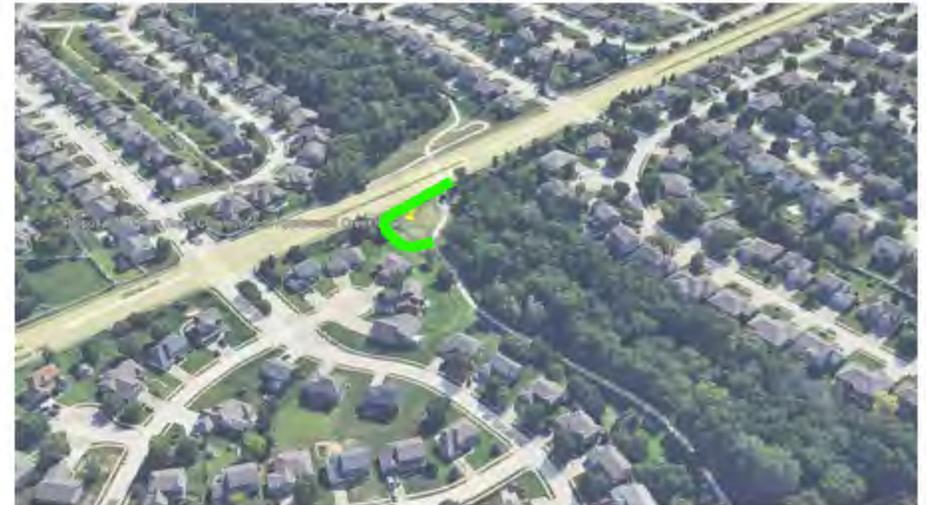
While the initial project is designed as a relatively low-cost upgrade, it is important to consider its future integration **if Harrison Street is ever widened or if the bridge is replaced**. In such cases, the project could be expanded to include a wider shared-use path on the bridge, further enhancing the connection and supporting long-term mobility goals. This project not only provides immediate benefits but also offers flexibility for future infrastructure improvements.

## Concept Project 5 – Giles Road Connection to Applewood Creek Trail

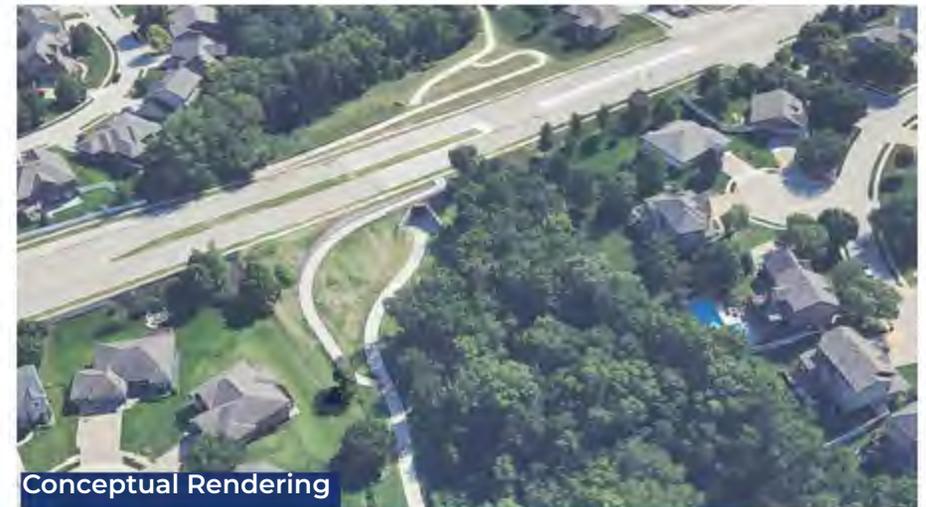
- **Derived from Proposal 17**
- **Supports Comprehensive Plan Policies:** Live 4.1; Shop 3.5; Move 1.1; Move 2.5
- **Cost Estimate:** \$450,000

**Concept Project 5** would create a vital connection from the **Applewood Creek Trail** to the **north side of Giles Road**, enhancing accessibility and encouraging active transportation. Preliminary layouts suggest that the trail could maintain a gentle slope of 4-5%, ensuring ease of use for cyclists and pedestrians. The design clears the existing box culvert, with a similar layout as exists on the south side.

A retaining wall will be necessary, complemented by a railing to ensure user safety. This project is designed to minimize land acquisition impacts, as no additional right-of-way (ROW) is required. To address potential drainage issues, a small culvert may need to be installed.



Legend  Trail



*Existing conditions with recently completed Applewood Creek Trail.*

## Concept Project 6 - Giles Road from 114th to 108th and 114th Street south



- Legend**
- Trail
  - Bridge
  - Shared Use Path



114th Street looking south (trail on right side)

- **Derived from Proposals 14 and 16**
- **Supports Comprehensive Plan Policies:** Prosper 4.6; Live 4.1; Work 3.4; Fun 1.2; Move 1.7
- **Cost Estimate:** \$3,189,000

**Concept Project 6** aims to improve connectivity for southwest La Vista and link key recreational areas, including the **Portal Recreation Area** and **Prairie Queen Recreation Area**, as well as trails planned to extend along Schram Creek southward, under Highway 370, connecting to the Ashbury neighborhoods.

The trail along **114th Street** would be a 10-foot-wide shared-use path, set back 4-6 feet from the road's west edge. Despite the presence of several transmission poles, the trail could meander around them, as there is sufficient right-of-way (ROW) available. A partnership with the City of Papillion would be beneficial to extend the trail south to Valley Ridge Drive, requiring approximately 650 feet of additional trail.

The project would also include a trail along the south side of **Giles Road**, running from 114th Street to the **West Papio Trail**, requiring the construction of a 200-foot bridge over West Papio Creek. Most of the land in this area is currently outlots or public ROW, making it well-suited for trail development. This project would significantly enhance recreational access and connectivity in the region while strengthening partnerships with neighboring municipalities.

**Concept Project 6** would not only connect key recreational areas but also improve access to the light industrial zone west of 114th Street, where sidewalks and non-vehicle pathways are currently inconsistent. This connection would benefit major employers like **Oriental Trading Company** at 114th and Giles Road, providing safer commuting options for employees. Additionally, **Lucky Bucket Brewing** expressed interest in a secure cyclist route to their location, as they frequently host events like the **Pint-A-Gon** for the active mobility community. Establishing a shared-use path here would enhance local connectivity, support active transportation, and strengthen ties between La Vista's commercial areas and recreational networks.

## Concept Project 7 - Brentwood Drive, Valley View, Elm Drive to Thompson Creek Trail

Proposals 21, 22 & 23 received high support from the public



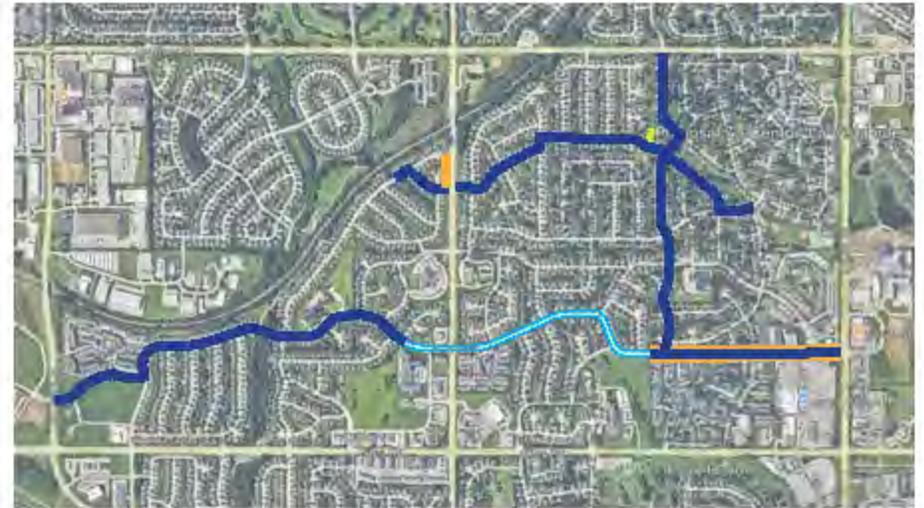
- **Derived from Proposals 21, 22 & 23**
- **Supports Comprehensive Plan Policies:** Live 4.1; Move 1.1; Move 1.2; Move 2.5; Fun 1.2
- **Cost Estimate:** \$245,000

(Cost given for this project assumes painted sharrows only)

**Concept Project 7** proposes an east-west on-street bike route along **Brentwood Drive**, extending from 108th Street to 84th Street, forming the “southern spine” of La Vista’s internal bike network. The project would begin with shared bike/vehicle lanes (sharrows) from 108th Street to just west of 96th Street, transitioning to dedicated bike lanes up to 90th Street. Beyond this point, the route could either revert to sharrows or upgrade the existing sidewalks to shared-use paths along both sides of Brentwood Drive, providing a safer, more accessible route to 84th Street.

A second segment would create a bike route along **Valley View Drive**, using sharrows to connect the northern end of the Portal Greenway with Central Park West and the Thompson Creek Greenway Trail network. This would link with a third segment running north-south along **Elm Drive and Pine Drive**, creating interim connectivity to the Ralston Trail. Together, these routes form a “northern spine” for the city’s bike network, offering clear navigation by following easily identifiable streets, minimizing the need for additional wayfinding signage.

Further study is needed to evaluate the costs of these treatments and manage intersections. A small reduction in on-street parking is expected on Brentwood Drive between the roundabout at 92nd Street and 92nd Avenue. An accessory project could connect apartment complexes along Brentwood Drive, such as The Pointe Apartments and Inwood Village to the bike route. A potential future extension includes developing a shared-use path along **92nd Avenue and Robin Drive** (Proposal 11), or through The Pointe Apartments, linking to the **Giles Road Trail** (Proposal 51).



**Legend**

- Bike Lanes
- Shared Bike Routes
- Shared Use Path



*Bike lanes through a roundabout*

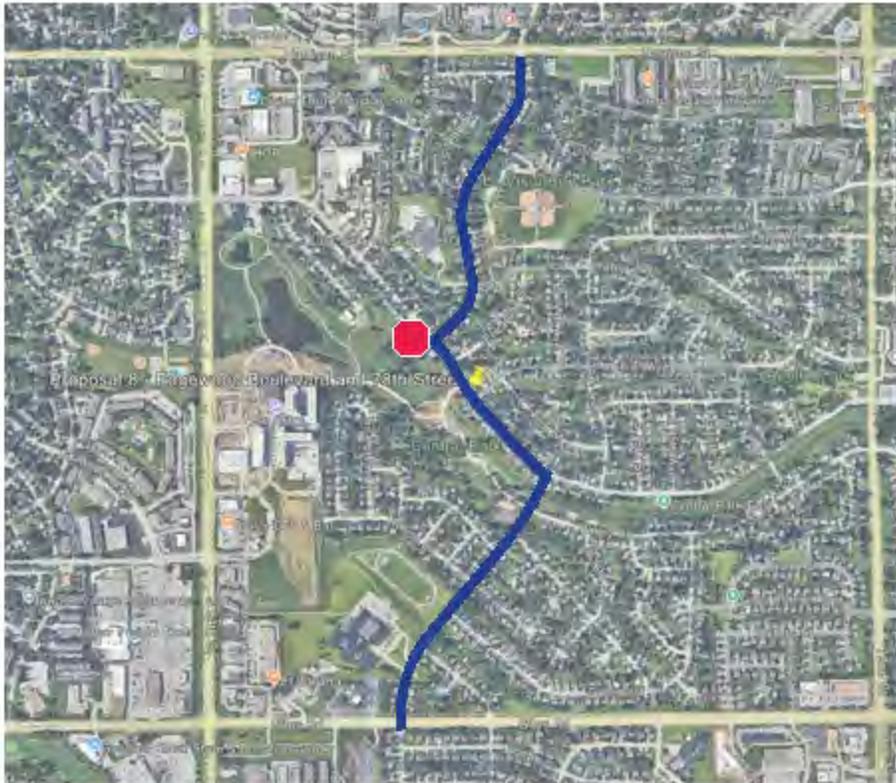
## Concept Project 8 - Edgewood Boulevard and 78th Street, Giles to Harrison (Papillion to Ralston)

- **Derived from Proposal 25**
- **Supports Comprehensive Plan Policies:** Live 4.1; Move 1.1; Move 1.2; Move 2.5; Fun 1.2
- **Cost Estimate:** \$30,000

**Concept Project 8** proposes an on-street bike route along **Edgewood Boulevard, Park View Boulevard, and 78th Street**, that would create a vital north-south commuter connection for cyclists traveling between Papillion and Ralston through La Vista. This route would enhance mobility by linking several key destinations, including Central Park, the Thompson Creek Greenway Trail network, Papillion-La Vista High School, La Vista Middle School, La Vista West Elementary, La Vista City Park, and the La Vista Civic Center and Community Center. The primary treatment for the route would involve installing painted sharrows and wayfinding signage, offering an affordable solution to improve cycling infrastructure.

If a more robust solution is preferred, the roadway could be adjusted to include narrower driving lanes for vehicles, making space for a two-way cycle track or dedicated bike lanes. While this may involve the removal of some on-street parking, the existing roadway width (35 feet) provides sufficient space for these enhancements and could help reduce speeding, which is currently an issue. **Park View Boulevard** would also benefit from similar treatments. Additionally, installing a stop sign at the **intersection of 78th Street and Park View Boulevard** would improve safety for cyclists making left turns onto 78th Street. This stop sign would require a traffic study and would be installed only if warrants were met for the intersection.

This project could serve as a pilot for the community, allowing for a temporary testing period with painted bike lanes and narrower vehicle lanes. This approach would provide an opportunity to gauge the effectiveness of the improvements and assess their impact on traffic speeds and cycling usage.



- Legend**
- Bike Routes
  - Proposed stop sign



## Concept Project 9 – Harrison Street Trail-Bikeway, Giles to Eastport Parkway (under I-80)

- **Derived Proposals 13 and 29**
- **Supports Comprehensive Plan Policies:** Live 4.1; Move 1.1; Move 2.5; Move 1.2; Fun 1.2
- **Cost Estimate:** \$1,000,000

**Concept Project 9** involves two proposals (13 and 19) that together create a critical connection between La Vista’s western neighborhoods —Sunrise Woods, Southridge, and Stonybrook South—and the city center, while also linking these neighborhoods to the **West Papio Trail** via Concept Project 3. The project involves building a shared-use path along **Eastport Parkway**, from the new bridge over the West Papio Creek to Harrison Street, with potential connections to the proposed **Millard Heights Trail** and Millard Heights Park, per the Papio NRD’s plans.

This project should be coordinated with any future improvements to the **Giles/Harrison/126th Street intersection**. There are potential challenges on both sides of the road that need to be considered. While there is more space on the south side of Harrison Street, this area faces complications due to a large hill that casts shadows in the winter, making snow and ice removal more difficult. On the north side of Eastport Parkway, there is a ditch that may need to be relocated or enclosed to accommodate the shared-use path. Despite these challenges, routing the trail on the north side may provide better long-term options for connectivity.

Ultimately, this project will connect with an on-street bike route through western La Vista (Proposal 28) and will link the shared-use paths along Eastport Parkway to destinations further east. This route would play a vital role in creating the “northern spine” of La Vista’s east-west internal connection, providing safe and continuous active mobility across the city.



**Legend**  Trail  
 Shared Use Path



*Eastport Parkway looking toward Harrison*



*Eastport Parkway looking toward West Papio*



**Conceptual Rendering**

*Eastport Parkway looking west (from bridge location)*

## Concept Project 10 - Giles Road crossing at Southport Parkway



Legend  Crossing



- **Derived from Proposal 35**
- **Supports Comprehensive Plan Policies:** Move 1.7; Live 4.1; Shop 1.4; Shop 3.5
- **Cost Estimate:** \$5,194,000

**Concept Project 10** aims to create a grade-separated pedestrian crossing over **Giles Road**, connecting **Southport West** and **Southport East** at **Southport Parkway**. Currently, plans to widen Giles Road at this location will result in a ten-lane roadway, making it challenging for pedestrians to cross safely, as the existing 4-foot median does not provide sufficient refuge. Although an interim solution could involve pedestrian-activated signals to extend crossing times (as outlined in Proposal 19), the long-term solution is the construction of a **pedestrian bridge**.

To meet clearance requirements (20 feet for a truss bridge or 25 feet for a girder bridge) the design would need ramps and stairs. Fortunately, there is enough right-of-way on the west side of the intersection to accommodate this. Pedestrian traffic in the area is expected to grow, especially with new hotels, the CHI MultiSport Complex, and the convention center nearby. Additionally, the bridge could be designed as a prominent landmark, serving as a visually appealing branded gateway into the city for visitors arriving from I-80.

Given the cost and complexity of constructing a grade-separated crossing, interim at-grade improvements should also be considered. **Proposal 19** includes consideration of adding right-turn and median pedestrian refuge islands, leading pedestrian intervals, enhanced pedestrian detection, longer walk cycles, and enhanced intersection lighting.

# Funding and Partnerships



**Funding** and **implementing** active mobility projects requires a multi-faceted approach, utilizing a mix of **grants**, **partnerships**, and **regional collaboration**. A variety of national and state-level resources can provide the necessary funding to bring these projects to life. Programs such as the **RAISE Grants** and the **Transportation Alternatives Program (TAP)**, administered by the U.S. Department of Transportation, offer substantial federal funding for bicycle and pedestrian infrastructure. Additionally, local resources like the **Nebraska Environmental Trust** and regional entities such as the **Papio-Missouri River NRD** provide support for projects that improve active transportation networks, particularly those that enhance environmental sustainability.

# Funding and Partnerships

Projects and proposals from the Active Mobility Plan can be added to the Capital Improvement Program (CIP) through a multi-step process involving **prioritization, approval, and funding allocation**. First, proposed projects are reviewed to ensure they align with the city's broader strategic goals and meet criteria related to safety, accessibility, and community impact. Once vetted, these projects are submitted for inclusion in the CIP, where they compete for funding alongside other city infrastructure needs. To move forward, each project requires approval from **city staff**, relevant **committees**, and eventually the **City Council**. This involves presenting cost estimates, timelines, and any necessary partnerships with other municipalities or funding agencies. After approval, the projects are scheduled for funding over the CIP's multi-year planning horizon as they are incorporated into the budget, allowing for phased implementation based on priority and available resources.

Collaboration with neighboring municipalities like **Omaha, Papillion, Bellevue, and Gretna** can amplify funding opportunities by creating joint projects that serve multiple communities, making them more competitive for federal and state grants. Philanthropic groups and local foundations, such as the **Omaha Community Foundation**, may also offer financial support, particularly for community-oriented and health-focused projects. By exploring these diverse funding avenues and fostering partnerships, La Vista can ensure that its active mobility projects are well-positioned for successful implementation.

On the pages that follow, you'll find the CIP and a variety of funding resources and opportunities, highlighting how La Vista can leverage these tools to finance and execute mobility projects that benefit both local residents and the broader region.



*This mural is located under the Harrison Street bridge over the West Papio Creek.*

# Capital Improvement Program

Cities use their Capital Improvement Program (CIP) to manage and prioritize long-term infrastructure investments, providing a structured framework for funding, and implementing significant projects over time. The CIP serves as a blueprint, typically covering a five- to six-year period, and guides how financial resources will be allocated to support capital projects such as roads, public facilities, parks, and transportation networks. These plans are critical for ensuring that essential infrastructure keeps pace with the growth and needs of the community, while also allowing cities to manage their budget responsibly.

La Vista's CIP outlines the city's planned investments in infrastructure and public amenities. This includes major roadway improvements, public facility upgrades, and enhancements to parks and recreational spaces. For La Vista's Active Mobility Plan, many of the projects outlined in the CIP have the potential to significantly benefit pedestrian and bicycle infrastructure, either directly or through complementary improvements. It is crucial to identify these projects and ensure that they align with the active mobility goals and policies that have been established in the city's comprehensive plan.

Projects such as street upgrades, sidewalk repairs, and park expansions can often be augmented to include enhanced bike lanes, improved pedestrian crossings, or the installation of shared-use paths. Additionally, each project must be reviewed for compliance with ADA standards, as outlined in the PROWAG guidelines, ensuring that all new or retrofitted infrastructure is accessible to people of all abilities. Integrating active mobility elements into these capital investments will create a more connected and inclusive transportation network in La Vista.

Below is a list of projects from the 2025 to 2029 La Vista CIP that either contribute to or require further consideration for supporting active transportation initiatives like trails, bike lanes, sidewalks, and other mobility-enhancing features. Some projects, while not directly aimed at improving mobility, may allow for enhanced mobility features as a result of their implementation, such as street repaving which allows for improved crosswalk painting after construction.

[Click here to access the City of La Vista's current CIP](#)

La Vista  
CIP

# Examples of CIP Projects that Improve Active Mobility

## 2025

**50** Wayfinding Implementation Administration  
ADMN-22-001 \$75,000

**3 5** Thompson Creek 72nd to Edgewood Trail Public Works  
Parks PARK-23-002 \$54,000

**48** 84th Street Trail - Giles to Harrison  
La Vista Public Works - Streets STRT-19-008 \$2,450,000

**61** 99th & Giles Signal Improvements Public Works  
Streets STRT-25-004 \$550,000

## 2026

**50** Wayfinding Implementation Administration  
ADMN-22-001 \$175,000

**48** 84th Street Trail - Giles to Harrison  
La Vista Public Works - Streets STRT-19-008 \$2,715,000

**3 5** Thompson Creek 72nd to Edgewood Trail Public Works  
Parks PARK-23-002 \$20,000

**6** Central Park West Infrastructure Public Works  
Parks PARK-25-001 \$145,000

## 2027

**50** Wayfinding Implementation Administration  
ADMN-22-001 \$175,000

**19 36** Giles Rd Wide M376 (230) Public Works  
Streets STRT-17-003 \$6,000,000

**20** West Giles Road Viaduct (Feasibility Study)  
Public Works - Streets STRT-25-003 \$100,000

**49 78** Street Rehabilitation Public Works  
Streets STRT-99-001 \$1,250,000

**3 5** Thompson Creek 72nd to Edgewood Trail Public Works  
Parks PARK-23-002 \$290,000

**58 67** Streetscape Phase 2 Public Works  
Streets STRT-24-012 \$250,000

**6** Central Park West Infrastructure Public Works  
Parks PARK-25-001 \$1,450,000

## 2028

**50** Wayfinding Implementation Administration  
ADMN-22-001 \$275,000

**49 78** Street Rehabilitation Public Works  
Streets STRT-99-001 \$1,250,000

**58 67** Streetscape Phase 2 Public Works  
Streets STRT-24-012 \$1,500,000

**49 78** 84th Street Resurfacing (10 Year Cycle) Public Works  
Streets STRT-28-003 \$360,000

## 2029

**50** Wayfinding Implementation Administration  
ADMN-22-001 \$200,000

**49 78** Street Rehabilitation Public Works  
Streets STRT-99-001 \$2,500,000

**49 78** 84th Street Resurfacing (10 Year Cycle) Public Works  
Streets STRT-28-003 \$1,800,000

**Note:** This list is not intended to be updated; it instead serves as an example of a snapshot in time of CIP projects that work to improve mobility or provide opportunities to improve mobility.

# Funding and Partnerships

## National and Federal-Level Resources

### **1. RAISE Grants (Rebuilding American Infrastructure with Sustainability and Equity)**

Supports surface transportation projects that promote equity, safety, sustainability, and innovation.

<https://www.transportation.gov/RAISEgrants>

### **2. ATIIIP (Advanced Transportation Infrastructure Investment Program)**

Federal program offering grants for constructing projects to provide safe and connected active transportation facilities in active transportation networks or active transportation spines.

[https://www.fhwa.dot.gov/environment/bicycle\\_pedestrian/atiiip/](https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiiip/)

### **3. Transportation Alternatives Program (TAP) – Federal**

Provides funding for pedestrian and bicycle infrastructure, safe routes to school, and community improvements.

[https://www.fhwa.dot.gov/environment/transportation\\_alternatives/](https://www.fhwa.dot.gov/environment/transportation_alternatives/)

### **4. Safe Streets and Roads for All (SS4A)**

Federal grant initiative focused on reducing roadway crashes and fatalities, supporting local safety projects.

<https://www.transportation.gov/grants/SS4A>

### **5. Other Bipartisan Infrastructure Law (BIL) Grant Programs - Reconnecting Communities.**

Includes various funding streams for transportation infrastructure, with a focus on sustainability and equity.

<https://www.transportation.gov/reconnecting>

### **6. Congestion Mitigation and Air Quality Improvement (CMAQ)**

Funds transportation projects that improve air quality and reduce congestion, encouraging active transportation and alternative fuels. <https://www.fhwa.dot.gov/bipartisan-infrastructure-law/cmaq.cfm>

### **7. Federal Highway Administration (FHWA) Recreational Trails Program**

Provides funding for developing and maintaining recreational trails for motorized and non-motorized users.

[https://www.fhwa.dot.gov/environment/recreational\\_trails/](https://www.fhwa.dot.gov/environment/recreational_trails/)

# Funding and Partnerships

## Nebraska-Specific Resources

### **1. Nebraska Transportation Alternatives Program (TAP)**

State-managed TAP funding for pedestrian, bike, and trail projects, including Safe Routes to School programs.

### **2. Papio-Missouri River Natural Resources District (NRD) Grants**

Local grants supporting regional trail systems, stormwater management, and flood control projects that enhance mobility.

### **3. Nebraska Environmental Trust Fund**

Provides grants for environmental stewardship projects, which can include trail development and green infrastructure.

### **4. Nebraska Game and Parks Commission – Recreational Trails Program**

Offers assistance for trail development, connecting recreational and urban spaces across the state.

### **5. NDOT (Nebraska Department of Transportation) Bike and Pedestrian Program**

Provides guidance and may offer support for bike and pedestrian infrastructure projects, including shared-use paths.

### **6. Heartland 2050 Mini Grants**

Funding for transportation and land use projects in the Omaha-Council Bluffs metro area, including bicycle and pedestrian infrastructure.

### **7. Local Philanthropy and Community Foundations**

Organizations like the Omaha Community Foundation, Rotary Club, Sherwood Foundation and other local philanthropy groups may offer grants for trail development, complete streets, or active mobility.

### **8. Nebraska Economic Development Grants**

Funds allocated through the Nebraska Department of Economic Development can support infrastructure projects that promote economic growth and improve accessibility.

### **9. City of La Vista**

Funding for infrastructure projects, which may include trails, bike lanes, and other mobility infrastructure.

# Funding and Partnerships

## Regional Partnerships with Adjacent Cities

Given La Vista's strategic location between Omaha, Bellevue, Papillion, Ralston, and Gretna, coordination with neighboring municipalities is essential for seamless trail connectivity and maximizing regional benefits. Following are some recommendations to strengthen this coordination:

### 1. Leverage Existing Stakeholder Networks:

Existing entities like the Omaha Trails Coordinating Council, led by the Papio-Missouri River Natural Resources District (NRD), provide a platform for regional collaboration. Including more frequent meetings with representatives from La Vista and growing communities such as Gretna can focus on joint funding strategies, shared maintenance, and intercity trail connections, ensuring projects like the West Papio Creek align regionally.

#### Action Step:

La Vista should advocate for regular meetings of the Trails Coordinating Council to share expertise and align timelines for regional projects.

### 2. Align with Neighboring Cities' Plans:

Coordination with cities like Omaha, Bellevue, and Ralston can enhance trail connectivity across municipal borders. For instance, linking La Vista's proposed trails to Omaha's Keystone Trail and collaborating with Papillion on the West Papio Trail ensures a more comprehensive network. Joint funding applications and shared maintenance responsibilities for cross-city projects are key to long-term success.

#### Action Step:

Review regional trail plans and collaborate with neighboring cities on joint projects.

### 3. Regional Funding Opportunities:

To fund regional trail projects, cities can collaborate on grant applications for programs such as the Transportation Alternatives Program (TAP) and Nebraska Environmental Trust. Demonstrating multi-jurisdictional benefits can increase the likelihood of securing state and federal funds.

#### Action Step:

Form a joint grant-writing team to pursue funding for regional trail projects.

### 4. Consistent Trail Naming and Branding:

Consistent trail names across jurisdictions and standardized signage will enhance user experience. Coordination with the Papio NRD for trail markings and mile markers ensures continuity across city borders, while each city can retain its unique identity through distinct trail features.

#### Action Step:

Work with Papio NRD to maintain consistent naming and marking standards while highlighting each city's unique character.

Through these steps, La Vista can solidify its role as a key player in Sarpy County's growing trail network, enhancing connectivity and recreational opportunities across the region.

# Maintenance

## How do we maintain active mobility infrastructure?

Proper maintenance of trails, bike lanes, crosswalks, and other active mobility infrastructure ensures safety, usability, and long-term durability. Well-maintained facilities encourage people to use non-motorized transportation modes, reducing accidents and extending the lifespan of infrastructure investments.

Regular upkeep prevents hazards such as cracked pavement, faded markings, and damaged signage that can pose risks to cyclists, pedestrians, and other users.

### Typical Maintenance Components:

- 1. Trail Surfaces:** Regular inspections for cracks, potholes, drainage issues, and surface degradation. Repairs may include resurfacing, crack sealing, or repaving.
- 2. Painted Crosswalks and Bike Lanes:** Repainting to ensure visibility of lane markings and crosswalks. Over time, paint can fade due to weather and traffic wear.
- 3. Wayfinding Signage:** Ensuring that signage is legible, free from vandalism, and properly positioned. Replacing or repairing damaged or outdated signs.
- 4. Trail Amenities (benches, bike racks, lighting):** Checking for wear and tear, damage, or vandalism. Regular cleaning and replacing broken or missing items.
- 5. Vegetation Management:** Trimming overgrown trees and bushes that may obstruct visibility or pathways. Maintaining proper landscaping to control erosion and preserve trail aesthetics.

### Maintenance Costs and Time Intervals:

- 1. Trail Surfaces:** For asphalt trails, resurfacing is recommended every 7-15 years, depending on usage and weather conditions. For concrete trails, surface leveling, joint sealing, or crack repairs are recommended every 5-7 years. Annual or bi-annual inspections are recommended to prevent larger repairs.
- 2. Painted Crosswalks and Bike Lanes:** Repainting typically needed every 1-2 years, depending on traffic volume and weather exposure.
- 3. Wayfinding Signage:** Inspection and cleaning should be conducted annually, with replacement needed every 5-10 years.
- 4. Trail Amenities:** Inspections quarterly or bi-annually, with repairs or replacements as needed.
- 5. Vegetation Management:** Requires seasonal trimming and maintenance, typically 1-2 times per year.

**Proper budgeting for maintenance ensures longevity and safety, protecting the investment made in building active mobility infrastructure.**

# Summary & Recommendations

As La Vista moves toward implementing the Active Mobility Plan, the City is poised to transform its transportation network into one that is more accessible, connected, and inclusive for all users. The plan has identified key projects that can be quickly implemented for significant, near-term impacts. These “easy wins” include closing sidewalk gaps, enhancing wayfinding through a unified signage system, and expanding bike racks and bike parking. These initial efforts will establish momentum while laying the groundwork for more comprehensive, long-term improvements.

To fully realize the vision of a well-connected active mobility network, the City should prioritize projects that align with community feedback and target areas with the most immediate need for improved accessibility and safety. A key focus will be making essential connections between existing trails and neighborhoods, adding Heartland Bike Share stations, and ensuring the safety of vulnerable road users (VRUs) through updated crossings and ADA-compliant pathways.

In addition, the City should take proactive steps to increase public awareness and encourage the use of active transportation through educational campaigns, community events, and partnerships with local businesses. This will foster a culture of walking and biking while supporting health and environmental goals. Collaborative efforts with regional partners can help secure funding, enabling larger, more aspirational projects such as underpasses, bridges, and scenic overlooks that will enhance both functionality and aesthetic enjoyment.



# Summary & Recommendations

## 1. Approval and Integration Steps

- **City Council Approval and Comprehensive Plan Adoption:** Submit the Active Mobility Plan for approval by the City Council and adopt it as an official component of the city's Comprehensive Plan.
- **Align with Capital Improvement Program (CIP):** Begin the process of integrating cost effective, high-priority projects from the Active Mobility Plan into the next CIP update and include mobility projects within all future CIP budgets.
- **Coordinate with MAPA:** Work closely with the Metropolitan Area Planning Agency (MAPA) to ensure alignment with regional goals and leverage MAPA's resources for project planning and funding.

## 2. Early Construction and Improvement Projects

- **Implement Quick Wins:** Start with simple construction projects such as filling sidewalk gaps, installing bike racks, and repairing damaged truncated dome panels at crosswalks identified in the initial conditions review.
- **Enhance Crossings:** Make targeted improvements to key pedestrian crossings, focusing on visibility and safety. This could include new striping, signage, and signal adjustments.
- **Pilot Small Projects:** Test smaller-scale infrastructure improvements, such as temporary bike lanes, to gauge community response and refine long-term project plans.

## 3. Funding and Grant Applications

- **Apply for TAP Funding:** Submit applications for TAP (Transportation Alternatives Program) grants for priority projects identified in the plan, emphasizing projects that support regional connectivity.
- **Seek Additional Grants:** Explore other funding sources, such as the Nebraska Environmental Trust, RAISE grants, and community foundation support, particularly for larger projects or those involving multiple jurisdictions.
- **Establish a Joint Grant Committee:** Form an intradepartmental team focused on identifying and applying for grant opportunities, ensuring timely submissions for active mobility projects.

# Summary & Recommendations

## 4. Priority Infrastructure Projects

- **Advance Concept Projects:** Begin design and engineering for high-priority or lower-cost projects like Concept Projects 2, 5, and 8.
- **Address Key Connections:** Prioritize projects that connect to regional trails, such as the proposed link between the West Papio Trail and Southport area (Concept Project 3).
- **Add New Wayfinding Signage:** Install wayfinding signage along major corridors and at trailheads to improve user navigation and enhance the trail experience.

## 5. Education and Awareness Initiatives

- **Staff Training:** Provide training for City staff on ADA accessibility requirements, including PROWAG standards, as well as general best practices in active mobility planning.
- **Active Mobility Awareness Campaign:** Launch a local campaign to raise awareness about new trails, shared-use paths, and safe cycling practices, using digital and physical media to engage the community.
- **Community Events:** Organize car-free days or open-street events on select weekends, allowing users to experience city streets safely and promoting active transportation options.

## 6. School and Community Partnerships

- **Bike/Walk Days with Schools:** Partner with local schools to organize bike and walk-to-school days, helping students and families develop safe, active transportation habits.
- **Safety Education in Schools:** Work with schools to incorporate basic pedestrian and cycling safety education into their programs, encouraging youth engagement in active mobility.
- **Community Organization Collaboration:** Partner with local groups like the Rotary Club or neighborhood associations to promote trail use and organize community bike rides or walks.

# Summary & Recommendations

## 7. Policy and Long-Term Planning

- **Develop a Complete Streets Policy:** Create a Complete Streets policy to ensure future roadway projects incorporate safe, accessible pathways for all users, aligning with active mobility goals.
- **Regular Plan Reviews and Progress Reports:** Establish a system for tracking and reporting progress on the Active Mobility Plan, with plan reviews prepared every two years to keep the plan current and stakeholders informed.
- **Expand Active Transportation to Key Corridors:** Integrate plans to extend shared-use paths and bike lanes along major corridors such as 84th Street, 96th Street, and Giles Road as part of long-term network expansion.

## 8. Monitoring and Data Collection

- **Install Counters on Trails:** Place counters on key trails and paths to monitor usage patterns, which can help inform future project priorities and demonstrate the impact of active mobility investments.
- **Survey Residents:** Conduct regular surveys to gauge resident satisfaction with active mobility options, identifying any barriers to usage and areas for improvement.
- **Evaluate Pilot Projects:** Monitor pilot projects closely and gather data on usage and community feedback, which will be essential in scaling successful projects citywide.

## 9. Regional Coordination and Collaboration

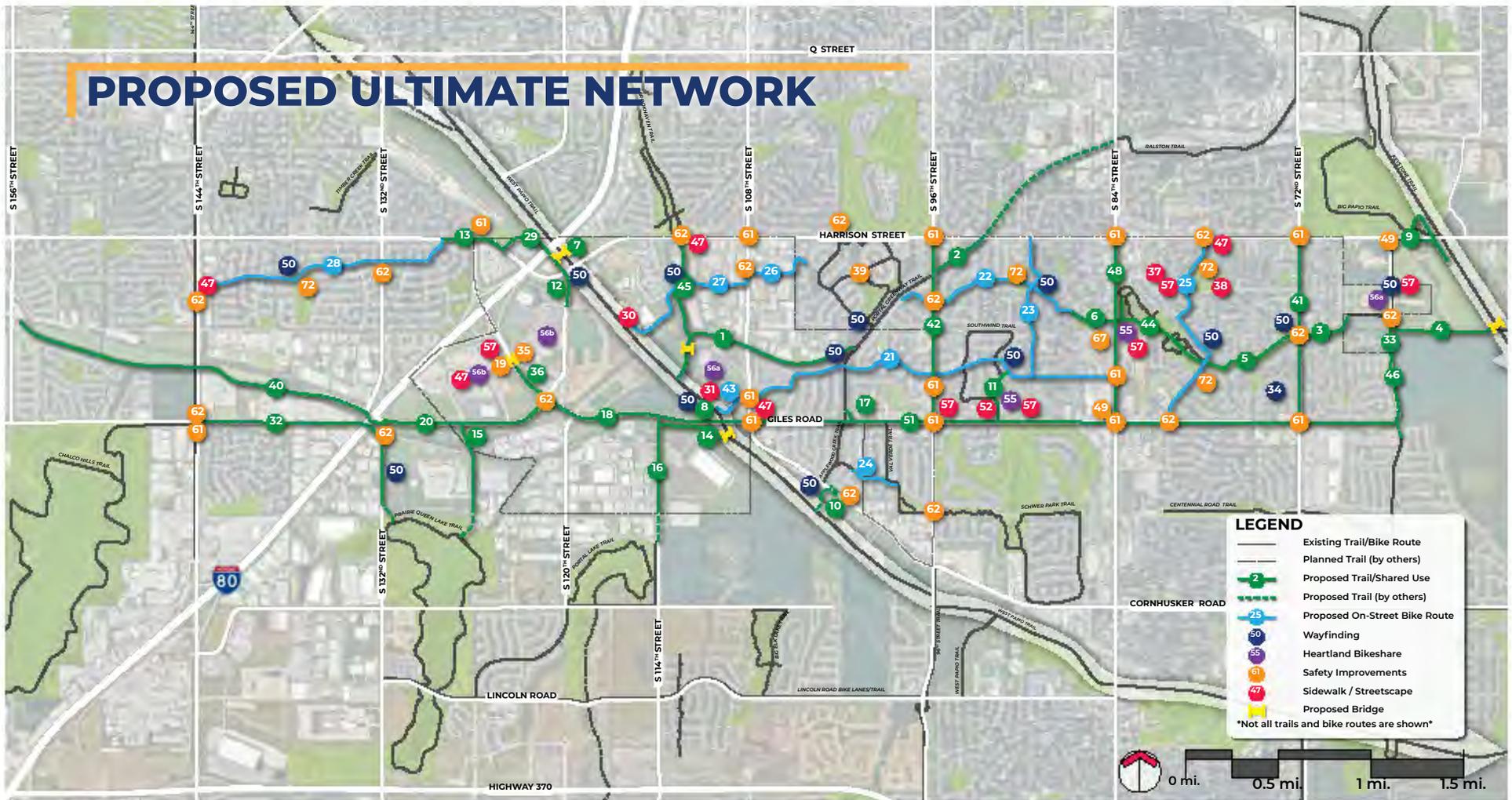
- **Engage with Neighboring Cities:** Coordinate with Omaha, Papillion, Bellevue, Ralston, and Gretna to align La Vista's projects with regional trail systems, creating a cohesive regional network.
- **Work with Papio NRD on Connectivity:** Partner with the Papio-Missouri River NRD to connect La Vista's trails to regional corridors and ensure consistent trail standards, signage, and maintenance.
- **Promote Regional Naming/Branding:** Work with regional partners to brand La Vista's trails as part of the broader Sarpy County and Omaha metro trail network by establishing clear naming conventions, enhancing recognition and appeal for residents and visitors alike.

# Summary & Recommendations

## 10. Additional Recommendations Specifically Aligned with the MAPA and Omaha area SS4A and Vision Zero Initiatives

- **Integrate SS4A and Vision Zero Safety Goals in Local Plans:** Update La Vista's policies to reflect the Omaha Vision Zero's goal of eliminating serious injuries and fatalities, emphasizing protection for vulnerable road users like pedestrians and cyclists
- **Support Infrastructure Projects for High-Safety Standards:** For projects in the Active Mobility Plan, prioritize those that align with the Safe System approach, such as protected intersections, reduced vehicle speeds near crosswalks, and robust ADA-compliant crossings.
- **Establish Data-Sharing Protocols:** Coordinate with MAPA and adjacent cities to share data on crash reports, near misses, and pedestrian usage to better identify high-risk areas in La Vista and inform targeted safety improvements.
- **Secure Funding for Safety Enhancements:** Collaborate with MAPA to apply for Implementation Grants under SS4A, focusing on projects identified in La Vista's plan that support regional safety objectives, especially in high-pedestrian areas and school zones.
- **Pilot Safety Demonstration Projects:** Implement short-term pilot projects, such as quick-build protected lanes or high visibility crosswalks, to test and demonstrate the impact of SS4A-aligned treatments, with potential future expansion across the city.
- **Regional Collaboration for Vision Zero Education:** Partner with MAPA, Omaha, and surrounding communities to develop consistent education and awareness programs targeting drivers, cyclists, and pedestrians, reinforcing safe behaviors across jurisdictions. An example of this would be Papillion's "Drive Like Neighbors" campaign.
- **Enhance School Zone Safety Programs:** Work with Papillion La Vista Community Schools on Vision Zero education and implement school zone improvements, including traffic calming measures, enhanced crossings, and signage to protect young pedestrians.

# PROPOSED ULTIMATE NETWORK



## Other Proposed Policies

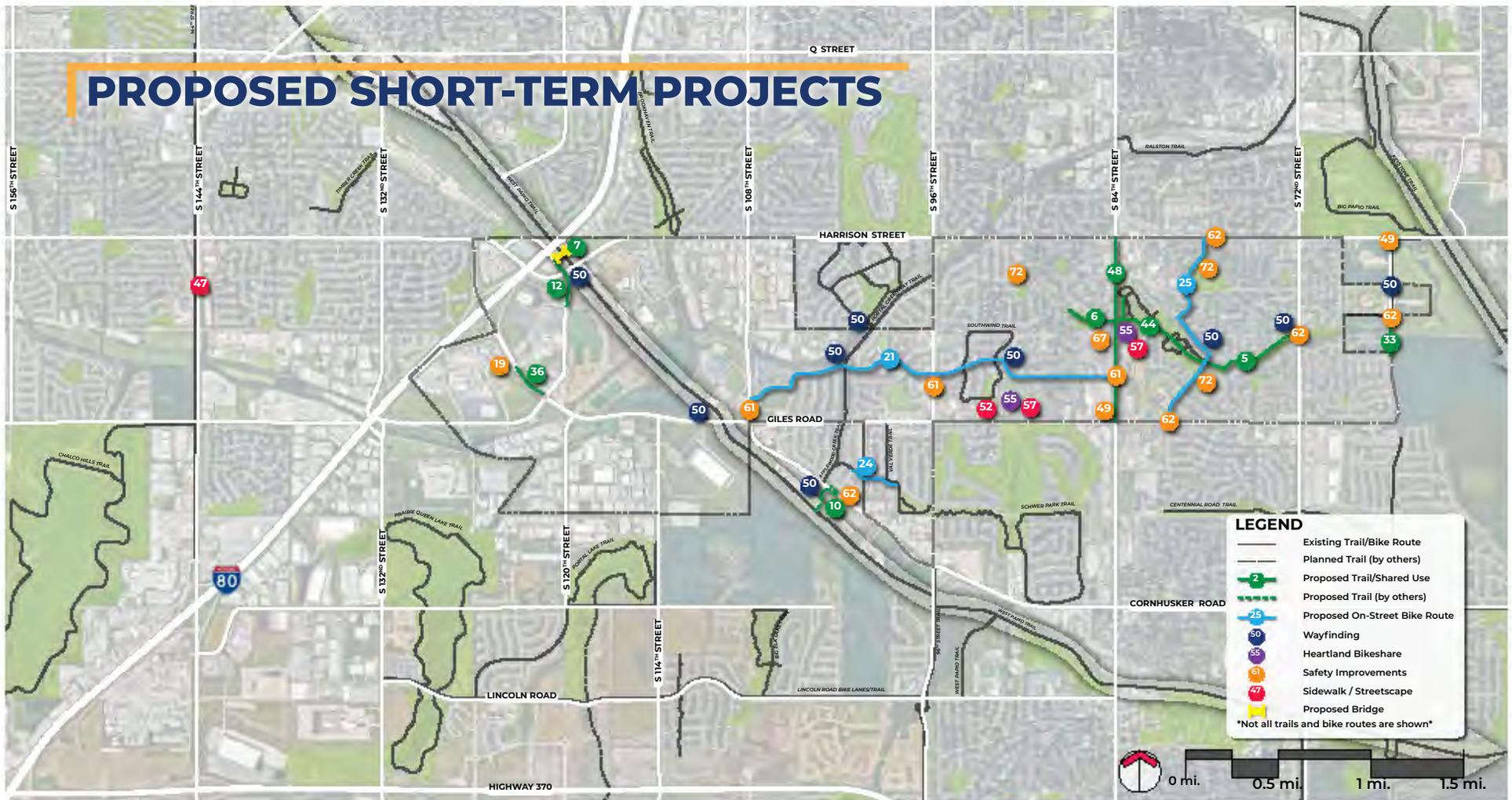
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|-------------------------------------|--|--|
| 63 Motorist and Cyclist Education   | 58 Improve Pedestrian Amenities                    | 70 Bike Rack Guidance  |
| 67 Informational / Advisory Signage | 59 Bike Fix-it Stations                            | 71 Implement ADA Audit Recommendations                       |
| 68 Improved Mobility Communications | 60 Wheelchair Seating Spaces                       | 73 Sidewalk Repair Fund                                      |
| 76 Police Officer Bike Patrols      | 64 Review Trail and Sidewalk Widths                | 75 Bike Rack Cost Share Program                              |
| 77 Active Mobility Considerations   | 65 Review and Update ADA policies                  | 79 Improve Pedestrian Amenities in Commercial & Retail Areas |
| 78 Improve Painting for Crossings   | 66 Truncated Dome Repairs                          | 74 Publicize Bike Maps                                       |
| 80 Legislative Advocacy             | 69 Encourage Pedestrian Facilities and Connections |  |



# La Vista Active Mobility Plan



# PROPOSED SHORT-TERM PROJECTS



- 5 Thompson Creek Trail from Central Park to 72nd Street
- 6 Central Park to Central Park West Trail extension from City Centre to Valley View Drive
- 7 Bridge over West Papio Creek from trail to Southport
- 10 Portal Road crossing and West Papio Trail connection
- 12 Shared use path along Eastport Parkway from new West Papio Creek bridge
- 33 66th Street Trail connection to Ardmore East
- 36 Giles Road Trail from Southport Parkway to Eastport Parkway

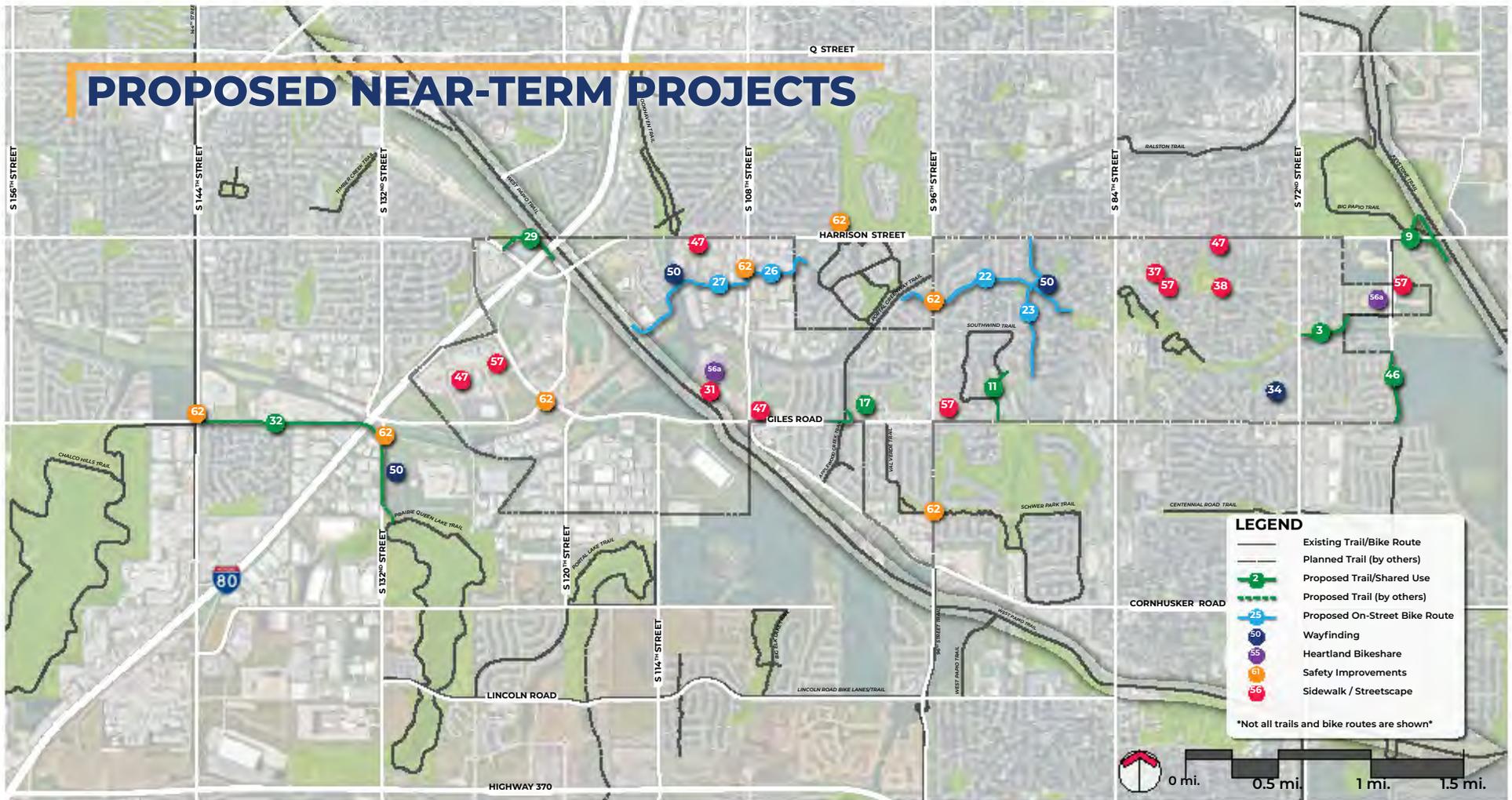
- 44 Central Park interior trail improvements
- 48 84th Street Trail (along both sides) from Giles to Harrison
- 21 Brentwood Drive bike route, 84th to 108th
- 24 On-street bike route on West Centennial Road, Applewood Creek Trail to Val Verde
- 25 Bike boulevard along Edgewood Boulevard, Parkview Boulevard, and 78th Street, Giles to Harrison
- 50 Improve Wayfinding and Signage
- 55 Heartland bike share stations
- 19 Giles Road / Southport Parkway at-grade crosswalk improvements

- 49 Improve Painting for Crossings
- 61 Intersection Improvements
- 62 Improve Pedestrian Connections
- 67 Informational / Advisory Signage
- 72 Safe Park Zones
- 47 Eliminate Sidewalk Gaps
- 52 Southwind Dog Park Accessibility
- 57 Encourage Citywide Bike Parking

## La Vista Active Mobility Plan



# PROPOSED NEAR-TERM PROJECTS



**LEGEND**

- Existing Trail/Bike Route
- Planned Trail (by others)
- Proposed Trail/Shared Use
- Proposed Trail (by others)
- Proposed On-Street Bike Route
- Wayfinding
- Heartland Bikeshare
- Safety Improvements
- Sidewalk / Streetscape

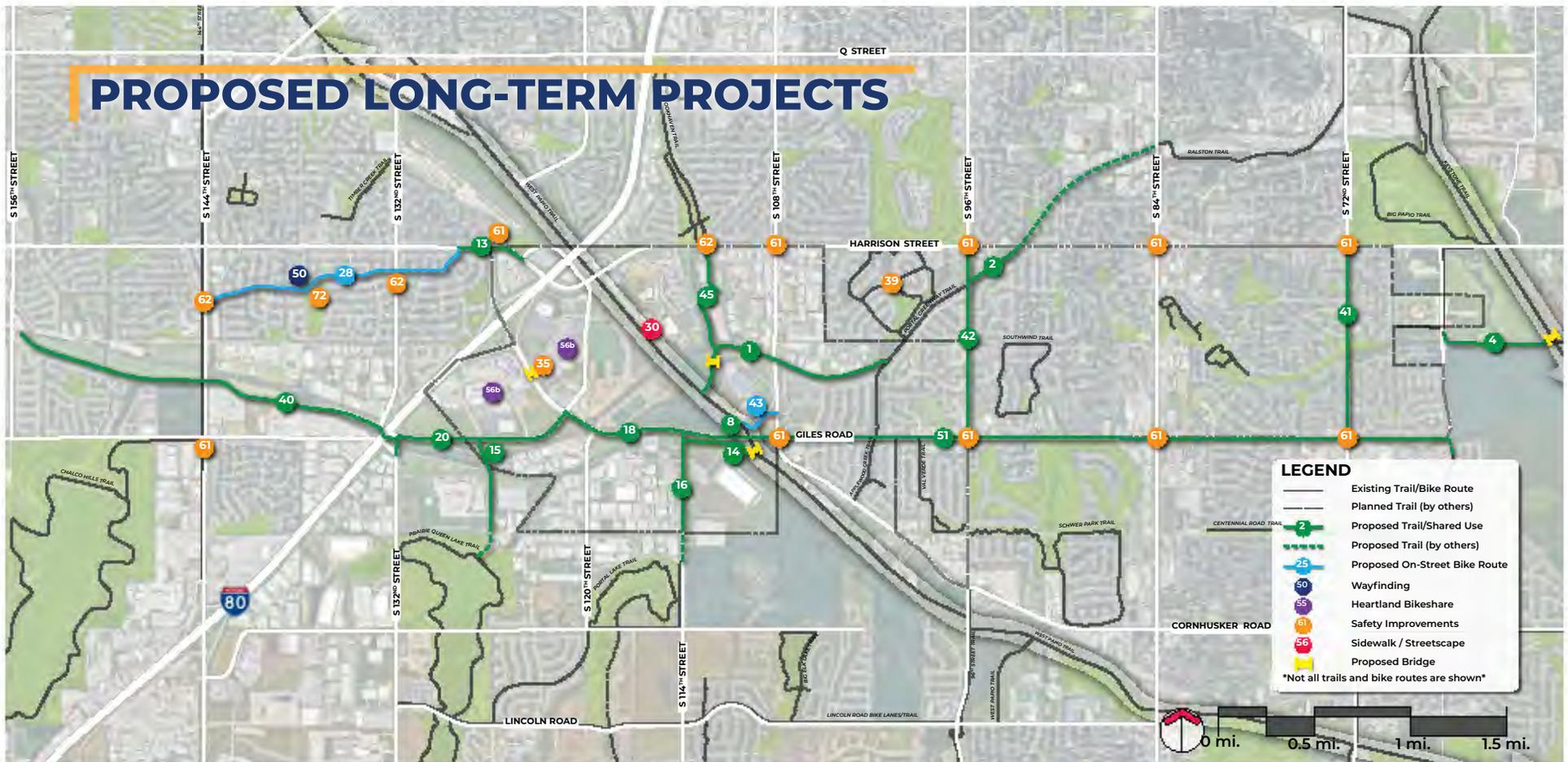
\*Not all trails and bike routes are shown\*

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| <ul style="list-style-type: none"> <li><b>3</b> Mayor's Park Trail from 72nd Street to La Vista Sports Complex</li> <li><b>9</b> Grade separated connection from Harrison Street Trail to Big Papio/Keystone Trails</li> <li><b>11</b> Shared Use Path/Trail along 92nd Ave and Robin Drive from Brentwood Drive to Giles Road</li> <li><b>17</b> Giles Road to Applewood Creek Trail connection on north side</li> <li><b>29</b> Shared use path along Eastport Parkway from new West Papio Creek bridge to Harrison Street</li> <li><b>32</b> Chalco Hills to Prairie Queen connector</li> <li><b>46</b> 66th Street Trail connection from Giles to Ardmore East</li> </ul> | <ul style="list-style-type: none"> <li><b>22</b> Valley View Drive bike route, from Portal Greenway Trail to Central Park West</li> <li><b>23</b> Elm Drive/Pine Drive bike route from Brentwood Drive to Harrison Street</li> <li><b>26</b> Gertrude Street bike route and trail connection to Edna Ave</li> <li><b>27</b> Bike route along 118th Street, Olive Street, and Skinner Drive, from West Papio Trail to 108th Street</li> <li><b>34</b> Giles Corner Park to Thompson Creek Trail wayfinding signs</li> <li><b>50</b> Improve Wayfinding and Signage</li> <li><b>56a</b> Heartland bike share stations at West Papio Trail Trailhead (108th Street) and La Vista Sports Complex (66th Street)</li> </ul> | <ul style="list-style-type: none"> <li><b>62</b> Improve Pedestrian Connections</li> <li><b>31</b> Expanded parking at Harry Andersen and 109th Street trailhead</li> <li><b>37</b> Community Center / La Vista West Elementary / City Centre connectivity</li> <li><b>38</b> Triangle Park, City Park, Hollis Park connectivity</li> <li><b>47</b> Eliminate Sidewalk Gaps</li> <li><b>56</b> Heartland bike share stations at West Papio Trailhead (108th Street) and La Vista Sports Complex (66th Street)</li> <li><b>57</b> Encourage Citywide Bike Parking</li> </ul> |
|---|---|---|

## La Vista Active Mobility Plan



# PROPOSED LONG-TERM PROJECTS



**LEGEND**

- Existing Trail/Bike Route
- Planned Trail (by others)
- Proposed Trail/Shared Use
- Proposed Trail (by others)
- Proposed On-Street Bike Route
- Wayfinding
- Heartland Bikeshare
- Safety Improvements
- Sidewalk / Streetscape
- Proposed Bridge

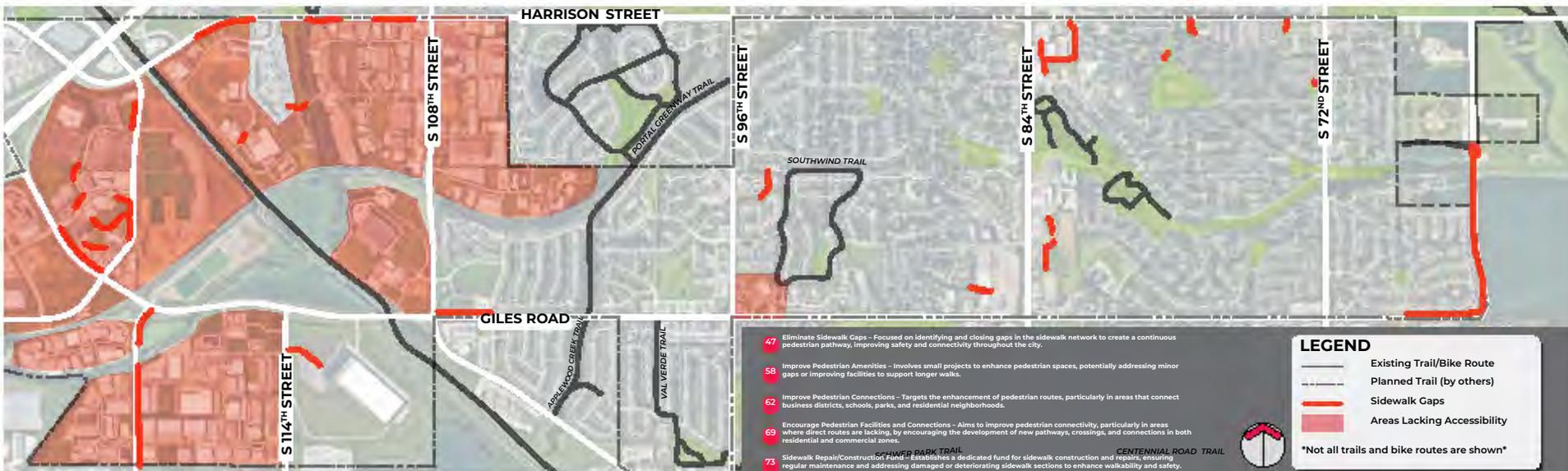
\*Not all trails and bike routes are shown\*

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|--|--|---|
| 1 Applewood Creek Trail to West Papiro Trail connection                | 20 West Giles Road Trail/Bikeway from 132nd Street to Eastport Parkway                               | 50 Improve Wayfinding and Signage                                     |
| 2 Applewood Creek Trail to Ralston Trail connection                    | 40 South Papiro Trail (from 132nd to 156th)  | 56b Heartland bike share stations - Southport West and Southport East |
| 4 Keystone Trail connection from La Vista Sports Complex               | 41 72nd Street trail/sidewalk/shared use path (along east side)                                      | 35 Giles Road and Southport Parkway crossing - grade separation       |
| 8 Giles Road Trail from 114th Street to 108th Street                   | 42 96th Street trail/sidewalk/shared use path (along either side)                                    | 39 Cimarron Woods (and elsewhere) ADA compliance                      |
| 13 Harrison Street Trail connection to Highland Drive                  | 45 Hell Creek Trail from West Papiro Trail to Olive Street   | 61 Intersection Improvements  |
| 14 Giles Road Trail (south side) and bridge to West Papiro Trail       | 51 Giles Road Trail (108th to 66th Street, north side)   | 62 Improve Pedestrian Connections                                     |
| 15 126th St, Prairie Queen to Costco                                   | 28 On-street bike route from 144th Street to Highland Boulevard along Josephine and Gertrude Streets | 30 Parking/Trailhead along 118th Street near Emiline or Olive         |
| 16 114th Street Trail (west side) from Giles Road to Portal Lake Trail | 43 West Papiro Trail / Brentwood Drive bike route connection   |   |
| 18 Giles Road Trail/Bikeway  |  |   |

## La Vista Active Mobility Plan



# EXISTING SIDEWALK GAPS AND AREAS LACKING ACCESSIBILITY



- 47 Eliminate Sidewalk Gaps - Focused on identifying and closing gaps in the sidewalk network to create a continuous pedestrian pathway, improving safety and connectivity throughout the city.
- 58 Improve Pedestrian Amenities - Involves small projects to enhance pedestrian spaces, potentially addressing minor gaps or improving facilities to support longer walks.
- 62 Improve Pedestrian Connections - Targets the enhancement of pedestrian routes, particularly in areas that connect business districts, schools, parks, and residential neighborhoods.
- 69 Encourage Pedestrian Facilities and Connections - Aims to improve pedestrian connectivity, particularly in areas where direct routes are lacking, by encouraging the development of new pathways, crossings, and connections in both residential and commercial zones.
- 73 Sidewalk Repair/Construction Fund - Establishes a dedicated fund for sidewalk construction and repairs, ensuring regular maintenance and addressing damaged or deteriorating sidewalk sections to enhance walkability and safety.

**LEGEND**

- Existing Trail/Bike Route
- Planned Trail (by others)
- Sidewalk Gaps
- Areas Lacking Accessibility

**\*Not all trails and bike routes are shown\***

## La Vista Active Mobility Plan



# Supplemental Materials Provided as part of the Study

**Project Management:**

Meeting Agendas and Presentations

**Public Input:**

Survey results, stakeholder meetings, open house, and other public events

**Proposals and Policies:**

Proposal and Policy descriptions, phasing, and categorization

**Concept Projects:**

Plan Sheets and Cost Estimates

**Outside Report:**

Past Studies and Resources

# References

It should be noted that the available resources, funding sources, guidelines, and assistance for pedestrian, bicyclist, and other active mobility infrastructure and best practices is ever-changing, and that additional resources and tools will become available over time. All links are current as of publication date: January 2025.

## Existing Conditions and Resources

Includes maps, data, reports, and information from the City of La Vista, Omaha area, and websites related to mapping existing data.

[City of La Vista Your Government](#)

[City of La Vista Planning Commission](#)

[City of La Vista Comprehensive Plan](#)

[City of La Vista Streetscape Plan](#)

[City of La Vista Corridor 84](#)

[Look Out La Vista](#)

[MAPA Omaha Metropolitan Area Bicycle Map](#)

[Metro Omaha Trails by Papio-Missouri River NRD](#)

[TrailLink Omaha, NE Trails](#)

[MAPA Omaha Area Bike Map PDF](#)

[ModeShift Omaha Transportation Info](#)

[Sarpy County GIS](#)

[La Vista Active Mobility Plan RFQ News](#)

[City of Omaha Parks and Trails](#)

[Papio NRD Neighborhood Expanded Access to Trails \(NEAT\) Study \(GIS Story Map\)](#)

[Papio NRD Neighborhood Expanded Access to Trails \(NEAT\) Study \(Report\)](#)

[Strava Global Heatmap](#)

[RideWithGPS Heatmap](#)

[Great Runs Omaha - Keystone Trail](#)

[THOR Trails](#)

[Greenstreet Cycles Local Trails](#)

[Heartland Bike Share - News](#)

# References

## Reasons to Improve Mobility

Includes websites about ADA, PROWAG, safety, equity, wayfinding, intrinsic value, and placemaking.

[Access Board PROWAG](#)

[ModeShift Omaha Meeting Recap on Omaha's Active Mobility Plan](#)

[Keep Omaha Moving Urban Core Street Reconfiguration Study](#)

[Rails-to-Trails Great American Rail-Trail Impact](#)

[All Bodies on Bikes](#)

[National Highway Traffic Safety Administration \(NHTSA\)](#)

[Vulnerable Road Users Assessment - Nebraska DOT](#)

[Smart Growth America](#)

[StoryMaps Active Mobility](#)

[Safe Routes Partnership](#)

[Safe Streets and Roads for All \(SS4A\)](#)

[Vision Zero Omaha](#)

[Nebraska's Strategic Highway Safety Plan Vulnerable Road Use Assessment](#)

## Facility Types, Design Guidelines, Resources, Policies, and Assistance

Includes websites about various types of mobility treatments, best practices, policies, design guidelines, and assistance.

[U.S. Department of Transportation - Active Transportation](#)

[FHWA - Federal Highway Administration](#)

[NACTO \(National Association of City Transportation Officials\)](#)

[Smart Growth America Rural Roadmap](#)

[Active Transportation Alliance](#)

[Getting Involved in Active Transportation Plans](#)

[Active Transportation Alliance Bike Walk Every Town](#)

[Active Transportation Resource Center](#)

[Omaha Traffic Calming Program](#)

[FHWA Safe Systems Approach](#)

# References

## **National and Federal-Level Funding Resources**

[RAISE Grants](#)  
[ATIIP \(Advanced Transportation Infrastructure Investment Program\)](#)  
[Transportation Alternatives Program \(TAP\) – Federal](#)  
[Safe Streets and Roads for All \(SS4A\)](#)  
[Bipartisan Infrastructure Law \(BIL\)](#)  
[Congestion Mitigation and Air Quality Improvement \(CMAQ\)](#)  
[FHWA Recreational Trails Program](#)  
[PeopleForBikes Community Grant Program](#)  
[America Walks Community Change Grant](#)

## **Nebraska-Specific Funding Resources**

[Nebraska Transportation Alternatives Program \(TAP\)](#)  
[Nebraska Environmental Trust Fund](#)  
[Nebraska Game and Parks Commission – Recreational Trails Program](#)  
[NDOT Highway Safety Office Grants](#)  
[Land and Water Conservation Fund \(LWCF\)](#)  
[Heartland 2050 Mini Grants](#)  
[Nebraska Economic Development – Community Development Block Grants \(CDBG\)](#)  
[Nebraska Tourism Commission Grant Programs](#)

## **Local and Philanthropic Funding Resources**

[Nebraska Trails Foundation](#)  
[Omaha Community Foundation](#)  
[Sherwood Foundation](#)  
[Heartland Bike Share Sponsorships and Grants](#)  
[Papio-Missouri River NRD Partnerships](#)

# LA VISTA

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**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FOURTH AMENDMENT TO SUBDIVISION AGREEMENT LA VISTA CITY CENTRE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve a Fourth Amendment to the La Vista City Centre Subdivision Agreement.

**FISCAL IMPACT**

Funds are budgeted for public improvements and expenditures in the 84<sup>th</sup> Street Redevelopment Area, and such budgeted amounts, public improvements and expenditures are not modified by this Fourth Amendment.

**RECOMMENDATION**

Approval, subject to adoption of Redevelopment Plan Amendment No. 4 earlier on the agenda.

**BACKGROUND**

A resolution and Fourth Amendment to the Subdivision Agreement are presented to amend the Subdivision Agreement - La Vista City Centre.

The City is a party to La Vista City Centre Subdivision Agreement dated December 1, 2016 (“2016 Subdivision Agreement”), as amended by the First Amendment in 2019, Second Amendment in 2021 and Third Amendment earlier this year (the 2016 Subdivision Agreement as modified by the First Amendment, Second Amendment and Third Amendment are referred to as “Subdivision Agreement”). The Subdivision Agreement, among other things, describes and otherwise provides for Subdivider Improvements within the Mixed Use Redevelopment Project Area. A Fourth Amendment to Subdivision Agreement is proposed for consistency with changes set forth in a contemporaneous Amendment No. 4 to the Redevelopment Plan and Fourth Amendment to Redevelopment Agreement providing further specification with respect to private improvements to be constructed within La Vista City Centre, Replat 6 as part of Subsequent Phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel. The Fourth Amendment only affects real estate owned by Subdivider.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 2 LA VISTA CITY CENTRE REPLAT 5, TO BE REPLATTED AS LOTS 1-2 LA VISTA CITY CENTRE REPLAT 6, A SUBDIVISION LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 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 Lot 2 La Vista City Centre Replat 5, to be replatted as Lots 1-2 La Vista City Centre Replat 6; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on December 19, 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 Lot 2 La Vista City Centre Replat 5, to be replatted as Lots 1-2 La Vista City Centre Replat 6, a subdivision located in the West Half of the Southwest Quarter of Section 14, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southeast of the intersection of Main Street and Barmettler Drive, be, and hereby is, approved.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

### **FOURTH AMENDMENT TO SUBDIVISION AGREEMENT**

This Fourth Amendment to Subdivision Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section IVt below by and among the City of La Vista, a Nebraska municipal corporation (“City”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 1.2 LLC, a Nebraska limited liability company (“City Centre 1.2”), City Centre 1.3 LLC, a Nebraska limited liability company (“City Centre 1.3”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”), E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) and City Centre Hotel, LLC (“Hotel”) (LVCC, Music Venue, Rocket Property, City Centre 1.1, City Centre 1.2, City Centre 1.3, City Centre 2, E&W and Hotel together herein “Subdivider”).

**Recitals**        The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”), in 2020 by Amendment No. 2 and in 2024 by Amendment No. 3 (the 2016 Redevelopment Plan as amended by Amendments No. 2 and No. 3 referred to herein as “2024 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

**Upon Recording Please Return To:**  
Fitzgerald, Schorr PC LLO  
Attn: Tom McKeon  
10050 Regency Circle  
Omaha, NE 68114

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”), and Lot 2, Replat 5 further replatted in connection with this Amendment as Lots 1 and 2 Replat 6 (“Replat 6”).

Lot ownership:

- (i) Store Master Funding XXI LLC and Rocket Property, as successors of La Vista Car Wash LLC, are owner and leasehold owner, respectively, of land and improvements of Lot 1, La Vista City Centre, and Rocket Property represents that it is authorized under the governing lease to execute this Amendment
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, La Vista City Centre Replat 2,
  - Lots 6, 8, 9 and 11, La Vista City Centre Replat Three (E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat Three),
  - Lot 1, La Vista City Centre Replat Four, and
  - Lots 1 and 2, La Vista City Centre Replat 5,
- (iii) City Centre 1.1, as successor of LVCC and City Centre 1, owns Lots 14 and 15, La Vista City Centre,
- (iv) City Centre 1.3, as successor of LVCC and City Centre 1, owns Lot 2, La Vista City Centre Replat 1,
- (v) City Centre 1.2, as successor of LVCC and City Centre 1, owns Lot 10, La Vista City Centre Replat Three,
- (vi) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three,
- (vii) Music Venue, as successor of LVCC, owns Lot 3, La Vista City Centre Replat Four, and
- (viii) Hotel, contemporaneously with this Fourth Amendment and as successor of LVCC, will acquire Lot 1, La Vista City Centre Replat Six, (lots described in subsections “i” through “viii” together are referred to herein as “City Centre Property”).
- (ix) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, La Vista City Centre Replat 2,
  - Lots 7 and 12, La Vista City Centre Replat Three, and

Lot 2, La Vista City Centre Replat Four.

C. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Saryp County Register of Deeds Instrument Number 2016-31244 (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three, in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2024-05486) pursuant to the 2024 Redevelopment Plan (the 2016 Subdivision Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Subdivision Agreement”). Terms, conditions and exhibits of the 2024 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types of uses and minimum requirements for Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements. The parties desire to amend the 2024 Subdivision Agreement consistent with changes set forth in the Fourth Amendment to Redevelopment Agreement in connection with improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of the subsequent phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel.

D. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Saryp County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2024-05485) pursuant to the 2024 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Redevelopment Agreement”). Terms, conditions and exhibits of the 2024 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area. Contemporaneously with this Amendment, the 2024 Redevelopment Agreement is being amended consistent with this Amendment to provide further specification with respect to building, parking and other related improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of Subsequent Phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel (“Fourth Amendment to Redevelopment Agreement”). Corresponding amendments also are being made to the 2024 Redevelopment Plan (“Amendment No. 4”). Provisions of the 2024 Redevelopment Plan, as amended by Amendment No. 4, and the 2024 Redevelopment Agreement, as amended by the Fourth Amendment to Redevelopment Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. City, in the interests of public health, safety, welfare, necessity and convenience, finds

and determines that improvements pursuant to the 2024 Redevelopment Plan, as amended by Amendment No. 4, (“2025 Redevelopment Plan”), the 2024 Subdivision Agreement, as amended by this Amendment, or the 2024 Redevelopment Agreement, as amended by the Fourth Amendment to Redevelopment Agreement, (“2025 Redevelopment Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as amended by this Amendment or the Fourth Amendment to Redevelopment Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, City, CDA and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2024 Subdivision Agreement and agree as follows:

I. Definitions. Unless otherwise defined or clearly indicated by the context in this Amendment, capitalized terms will have the meanings set forth in the 2024 Subdivision Agreement, 2025 Redevelopment Agreement or 2025 Redevelopment Plan.

II. Subdivider Improvements.

A. As part of the subsequent phases of Subdivider Improvements, Hotel at its sole cost will acquire Lot 1, Replat 6 (“Hotel Site”) and construct, own and otherwise provide for the Hotel Improvements described or depicted in the 2025 Redevelopment Agreement, including without limitation any required public, private or shared infrastructure or improvements. Final layout, facilities, improvements, and features of such Hotel Improvements will be set forth in final Plats, renderings, and site plans approved by the City from time to time in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City.

B. Replats and Final Plans. Replat 6 in connection with this Amendment and the Hotel Improvements is attached hereto as Exhibit II, which replat shall be subject to any modifications or additional replats as the City Engineer determines necessary or appropriate, and final approval by the City Council. Construction of Hotel Improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the 2024 Redevelopment Agreement as amended by this Amendment, the 2025 Subdivision Agreement, or applicable laws or regulations, as amended from time to time. Before the City releases Replat 6 for recording, Redeveloper shall record all easements that the City or CDA requires, as determined by the City Engineer and in form and content to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans, designs, boundaries, dimensions, components and features of the Hotel Improvements are preliminary and shall be subject to adjustment and finalization as the Redeveloper determines necessary or appropriate to carry out the 2025 Redevelopment Plan, subject to applicable laws,

rules and regulations.

C. Subdivider Infrastructure. Subdivider at its cost shall design, construct, operate, repair, replace and maintain the additional infrastructure improvements specified in Exhibit II ("Additional Subdivider Infrastructure Improvements"), which includes a preliminary cost estimate to design and construct said infrastructure improvements. Before the City releases any plat or replat for recording, Subdivider shall provide (i) a copy of the amendment to the CCRs adding responsibilities of the Association with respect to the Additional Subdivider Infrastructure Improvements to the satisfaction of the City Engineer, and (ii) a surety bond satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct Additional Subdivider Infrastructure Improvements, which shall be completed before the City issues a certificate of occupancy for the Hotel.

III. All provisions of the 2024 Subdivision Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2024 Subdivision Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2024 Subdivision Agreement, provisions of this Amendment shall govern and control.

IV. Other.

- a) Boundaries of the Public Improvement Redevelopment Project Area. Boundaries of the Public Improvement Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan, as amended, and shall remain the same and unchanged.
- b) Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Public Improvement Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including areas of La Vista City Centre involved in this Amendment replatted as Replat 6, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.
- c) Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Public Improvement Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to 84<sup>th</sup> Street, previously referred to as Nebraska Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan

and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

- d) Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Public Improvement Redevelopment Project Area after redevelopment, including without limitation parts of the Public Improvement Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2025 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.
- e) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan. Except as may be provided in the 2025 Redevelopment Plan, this Amendment or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2024 Subdivision Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- f) Site Plan of Public Improvement Redevelopment Project Area. The preliminary site plan of the Public Improvement Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- g) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Project Area after redevelopment are preliminarily projected in the 2024 Redevelopment Plan. Additional public facilities or utilities contemplated to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment, if any, are described or depicted in Exhibit II. The final public facilities or utilities, if any, will be subject to any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

- h) Building Requirements. Except for Design Standards as provided by or in accordance with the 2025 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- i) Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement or the 2025 Redevelopment Plan, zoning of the Hotel Site is consistent with the Future Zoning Map and accommodates the Public Improvement Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.
- j) This Amendment shall be subject to and carried out in accordance with the 2025 Redevelopment Plan.
- k) Any improvements described in this Amendment shall be in addition to other improvements described in the 2024 Subdivision Agreement.
- l) This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.
- m) Notwithstanding anything in this Amendment to the contrary:
  - (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement, or the 2025 Redevelopment Plan; and
  - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting

the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement, or the 2025 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2025 Redevelopment Plan, as amended from time to time.

- n) This Amendment has been authorized, issued, and entered into by the City to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.
- o) This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.
- p) The 2025 Redevelopment Plan and 2025 Redevelopment Agreement, including without limitation all exhibits of such 2025 Redevelopment Plan or 2025 Redevelopment Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.
- q) Headings are for convenience only and shall not be used in construing meaning.
- r) This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.
- s) This Amendment shall be subject to consent of all holders of security or other interests

with respect to any party's interest in any City Centre Property, in form and content satisfactory to the City Administrator of the City of La Vista or her designee.

- t) Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

CITY OF LA VISTA:

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

\_\_\_\_\_  
Rachel Carl, City Clerk

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Rachel Carl, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the City of La Vista, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the City to be their voluntary act and deed and the voluntary act and deed of said City.

[Seal]

\_\_\_\_\_  
Notary Public



CITY CENTRE MUSIC VENUE, LLC,  
a Nebraska limited liability company

By: City Ventures Holdings, LLC,  
a Nebraska limited liability company,  
Manager

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Ventures Holdings, LLC, a Nebraska limited liability company, Manager of City Centre Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public





CITY CENTRE 1.2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public



CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public





LOCATED IN:  
NW 1/4, SW 1/4, SEC. 14-T14N-R12E  
SW 1/4, SW 1/4, SEC. 14-T14N-R12E

Exhibit II-1

# LA VISTA CITY CENTRE REPLAT 6

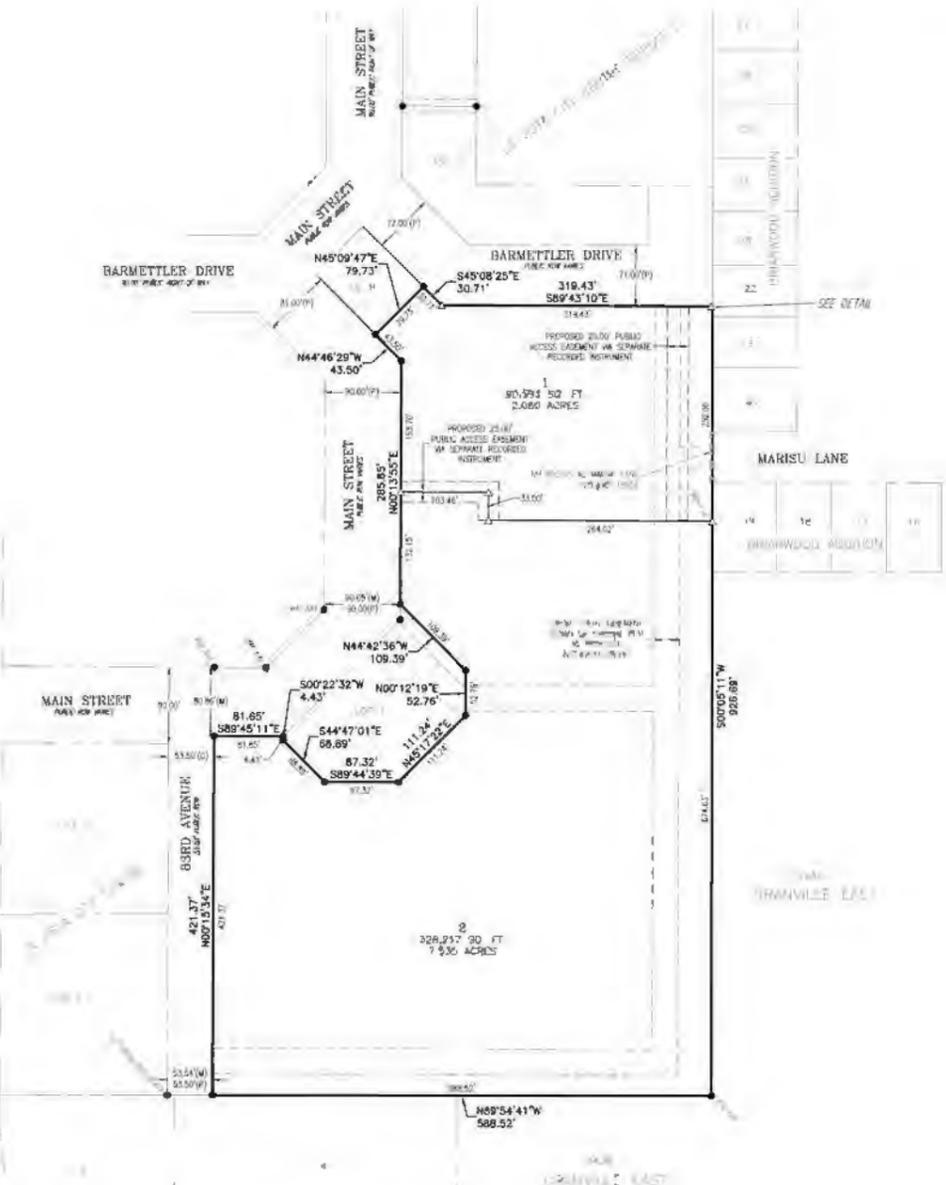
LOTS 1 & 2

BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

LAMP  
RYNEARSON

LAMPBYNEARSON.COM

OMAHA, NEBRASKA  
FORT COLLINS, COLORADO  
KANSAS CITY, MISSOURI

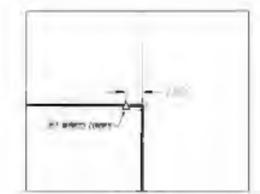


**LEGEND**

- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- SECTION LINE
- EASEMENT
- MONUMENT FOUND 1 1/2" REBAR W/ PVC PLS-8877 UNLESS NOTED OTHERWISE
- CORNER SET 3/8" REBAR W/ 1/4" PVC STAMPED (LS-581) UNLESS NOTED OTHERWISE
- COMPUTED CORNER
- PLATTED DIMENSION

**NOTES**

1. ALL DIMENSIONS ARE SHOWN IN METRIC FEET.
2. ALL ANGLES ARE 90° UNLESS NOTED.
3. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
4. ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
5. NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGES HEREIN TO THE FINAL EASEMENT RECORDED ENCLINUM FOR THE OFFICIAL LOCATION.



**LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I AM A FULLY 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 PERMANENT 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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, SARPY COUNTY, NEBRASKA.

CONTAINS 3.615 ACRES.

TODD L. WHITEFIELD, LS-561

DATE



**DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, LA VISTA CITY CENTRE, LLC, OWNER, AND NEBRASKA BANK, MORTGAGEE OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SURVEYED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2. 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, WITH INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTEE AND TO THE GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREA; ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

LA VISTA CITY CENTRE, LLC, OWNER

CHRISTOPHER L. ERICKSON  
MANAGING MEMBER

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT ABOVE AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, SAID LIEN BEING RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. \_\_\_\_\_ DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

NEBRASKA BANK, MORTGAGEE

BY: \_\_\_\_\_  
GEOFF ROWND  
SENIOR VICE PRESIDENT

**APPROVAL OF CITY OF LA VISTA PLANNING COMMISSION**

THIS PLAT OF LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, 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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MAYOR

ATTEST  
CITY CLERK

**ACKNOWLEDGEMENT OF NOTARIES**

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY CHRISTOPHER L. ERICKSON, MANAGING MEMBER OF LA VISTA CITY CENTRE, LLC, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY GEOFF ROWND, SENIOR VICE PRESIDENT OF NEBRASKA BANK, ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC

**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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

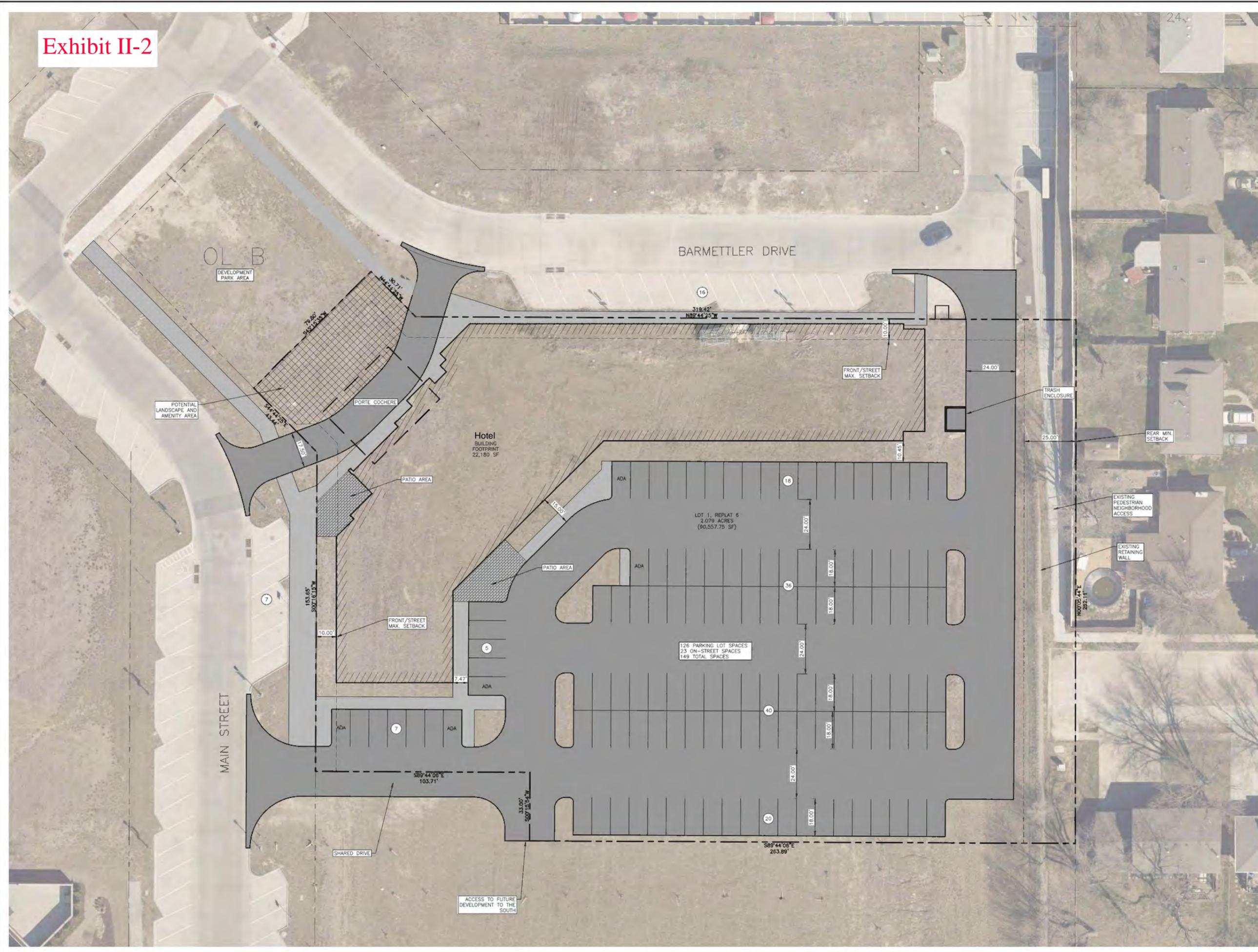
SARPY COUNTY SURVEYOR/ENGINEER

MINOR PLAT  
 LA VISTA CITY CENTRE REPLAT 6 (LOTS 1 & 2)  
 SARPY COUNTY, NEBRASKA



REVISIONS

DESIGNER / DRAFTER  
TODD WHITEFIELD/RACHEL BENNECKER  
DATE  
11/11/2024  
PROJECT NUMBER  
0123185  
BOOK AND PAGE

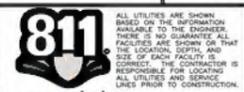


PRELIMINARY

NOT RELEASED FOR CONSTRUCTION  
 RANDALL R. KUSZAK  
 E 1549

CONCEPTUAL  
 SITE PLAN  
 EXHIBIT

LA VISTA CITY CENTRE LOT 1, REPLAT 6  
 LA VISTA, NEBRASKA



REVISIONS

NO.	DATE	DESCRIPTION

DESIGNER / DRAFTER
DATE 10/2/2024
PROJECT NUMBER
BOOK AND PAGE
SHEET
1 OF 1

I:\Projects\0121185\_VistaCity\_Centre\_City\_Centre\Drawings\0121185\_Site\_Plan\_10/2/2024.dwg 10/2/2024 11:31:31 AM RANBY 10/2/24 LAMP 01640020

**EXHIBIT II-3**

**ADDITIONAL SUBDIVIDER INFRASTRUCTURE IMPROVEMENTS**

- Public Improvements:  
Sidewalks, Sidewalk Landscaping, Street Furniture \$165,550
- Site Work: Site Utilities \$181,116
- Design of Public Infrastructure \$34,700

**CITY OF LA VISTA  
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
84 <sup>TH</sup> ST. REDEVELOPMENT AREA FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT MIXED USE REDEVELOPMENT PROJECT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution and Fourth Amendment to Redevelopment Agreement are presented for the La Vista Community Development Agency (“Agency”) to amend the Redevelopment Agreement - La Vista City Centre.

**FISCAL IMPACT**

Funds are budgeted for public improvements and expenditures in the 84<sup>th</sup> Street Redevelopment Area, and such budgeted amounts, public improvements and expenditures are not modified by this Fourth Amendment.

**RECOMMENDATION**

Approval, subject to City Council adoption of Redevelopment Plan Amendment No. 4 earlier on the agenda.

**BACKGROUND**

A resolution and Fourth Amendment to the Redevelopment Agreement are presented for the Agency to amend the Redevelopment Agreement for the 84th Street Redevelopment Area.

The City Council in 2012 declared the 84th Street Redevelopment Area a substandard and blighted area in need of redevelopment and created the La Vista Community Development Agency, governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings. To eliminate and prevent recurrence of the substandard and blighted area, the Agency recommended, and City Council subsequently adopted, the Redevelopment Plan — 84th Street Redevelopment Area (“Initial Redevelopment Plan”), Amendment No. 1, Amendment No. 2, and Amendment No. 3 in 2013, 2016, 2020 and 2024 respectively, (the Initial Redevelopment Plan, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3 is referred to in this report as “Redevelopment Plan”), which among other things included and further refined a mixed-use redevelopment project and a public improvement redevelopment project within the Redevelopment Area. In furtherance of the Redevelopment Plan and Mixed Use Redevelopment Project, the Agency in 2016 approved and authorized the Mayor to accept a redevelopment contract proposal by executing a Redevelopment Agreement for the 84th Street Redevelopment Area (“2016 Redevelopment Agreement”), which subsequently was amended by a First Amendment, Second Amendment, and Third Amendment in 2017, 2021, and 2024 (the 2016 Redevelopment Agreement as modified by the First Amendment, Second Amendment, and Third Amendment are referred to as “Redevelopment Agreement”). The Redevelopment Agreement, among other

things, includes provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area. A Fourth Amendment to the Redevelopment Agreement is proposed for consideration of the Agency, consistent with changes pursuant to contemporaneous Amendment No. 4 to the Redevelopment Plan and Fourth Amendment to Subdivision Agreement, to provide further specification with respect to private improvements to be constructed within La Vista City Centre, Replat 6 as part of the Subsequent Phases of the Mixed Use Redevelopment Project, for operation and use as a hotel. The Fourth Amendment only affects real estate owned by the Redeveloper.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA.

WHEREAS, The City Council in 2013 approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1 in 2016, Amendment No. 2 in 2020, and Amendment No. 3 for, among other things two redevelopment projects; specifically a mixed use redevelopment project and a public improvement redevelopment project (such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3 referred to herein as "Redevelopment Plan"); and

WHEREAS, The City Council at this meeting approved Amendment No. 4 to the Redevelopment Plan to provide further specification with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project within the Redevelopment Area (such Redevelopment Plan as amended by Amendment No. 4 referred to herein as "Redevelopment Plan, as amended"); and

WHEREAS, A Fourth Amendment to Redevelopment Agreement for the 84<sup>th</sup> Street Redevelopment Area ("Third Amendment to Redevelopment Agreement") is presented for approval of the La Vista Community Development Agency in accordance with Amendment No. 4 to the Redevelopment Plan. The Agency desires to approve the Fourth Amendment to Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council acting as the La Vista Community Development Agency that the Fourth Amendment to Redevelopment Agreement presented at this meeting is deemed to be in the public interest and in furtherance of the purposes of the Community Development Law, and is hereby approved. The Mayor on behalf of the Agency shall be authorized to execute the Fourth Amendment to Redevelopment Agreement, subject to such additions, subtractions, or modifications as the Mayor, City Administrator or City Engineer may determine necessary or appropriate, and further subject to satisfaction of all applicable requirements as the Mayor, City Administrator, or Mayor's or City Administrator's designee determines necessary or appropriate to carry out the provisions of such Fourth Amendment to Redevelopment Agreement or contemporaneous Fourth Amendment to Subdivision Agreement.

BE IT FURTHER RESOLVED, that terms used in this Resolution have the meaning ascribed to them in the Redevelopment Agreement. Additionally, recitals above are incorporated by reference, and the Mayor, City Administrator or City Engineer, in addition to any otherwise authorized persons, shall be authorized to take all steps or actions on behalf of the Agency as he or she determines necessary or appropriate to carry out the actions approved in this Resolution, including, without limitation, effectuating or carrying out the Fourth Amendment to Redevelopment Agreement and the Redevelopment Agreement for the 84<sup>th</sup> Street Redevelopment Area as amended.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

LA VISTA COMMUNITY DEVELOPMENT  
AGENCY

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk

---

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

### **FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT**

This Fourth Amendment to Redevelopment Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section Vy below by and among the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by City of La Vista Ordinance No. 1167 on February 12, 2012 (“CDA”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 1.2 LLC, a Nebraska limited liability company (“City Centre 1.2”), City Centre 1.3 LLC, a Nebraska limited liability company (“City Centre 1.3”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”), E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) and City Centre Hotel, LLC (“Hotel”) (LVCC, Music Venue, Rocket Property, City Centre 1.1, City Centre 1.2, City Centre 1.3, City Centre 2, E&W and Hotel together herein “Redeveloper”).

**Recitals.** The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”), in 2020 by Amendment No. 2 and in 2024 by Amendment No. 3 (the 2016 Redevelopment Plan as amended by Amendments No. 2 and No. 3 referred to herein as “2024 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project. The Mixed Use Redevelopment Project and TIF related amounts or

**Upon Recording Please Return To:**

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

projections in connection with Amendment No. 1 to the Redevelopment Plan - 84th Street Redevelopment Area or 2016 Redevelopment Agreement (defined below), as subsequently amended in connection with Amendment No. 2, among other things included a hotel within the Mixed Use Redevelopment Project Area.

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”), and Lot 2, Replat 5 further replatted in connection with this Amendment as Lots 1 and 2, La Vista City Centre Replat 6 (“Replat 6”).

Lot ownership:

- (i) Store Master Funding XXI LLC and Rocket Property, as successors of La Vista Car Wash LLC, are owner and leasehold owner, respectively, of land and improvements of Lot 1, La Vista City Centre, and Rocket Property represents that it is authorized under the governing lease to execute this Amendment,
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, La Vista City Centre Replat 2,
  - Lots 6, 8, 9 and 11, La Vista City Centre Replat Three (E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat Three),
  - Lot 1, La Vista City Centre Replat Four,
  - Lots 1 and 2, La Vista City Centre Replat 5, and
  - Lots 1 & 2, La Vista City Centre Replat 6,
- (iii) City Centre 1.1, as successor of LVCC and City Centre 1, owns Lots 14 and 15, La Vista City Centre,
- (iv) City Centre 1.3, as successor of LVCC and City Centre 1, owns Lot 2, La Vista City Centre Replat 1,
- (v) City Centre 1.2, as successor of LVCC and City Centre 1, owns Lot 10, La Vista City Centre Replat Three,
- (vi) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three,
- (vii) Music Venue, as successor of LVCC, owns Lot 3, La Vista City Centre Replat Four, and
- (viii) Hotel, contemporaneously with this Fourth Amendment and as successor of LVCC, will acquire Lot 1, La Vista City Centre Replat Six, (lots described in subsections “i” through “viii” together are referred to herein as “City Centre

Property”).

- (vi) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, La Vista City Centre Replat 2,
  - Lots 7 and 12, La Vista City Centre Replat Three, and
  - Lot 2, La Vista City Centre Replat Four.

C. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sarpy County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2024-05485) pursuant to the 2024 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Redevelopment Agreement”). Terms, conditions and exhibits of the 2024 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area. The parties desire to amend the 2024 Redevelopment Agreement to provide further specification with respect to building, parking and other related improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of the Subsequent Phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel.

D. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarpy County Register of Deeds Instrument Number 2016-31244) (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three, in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2024-05486) pursuant to the 2024 Redevelopment Plan (the 2016 Subdivision Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Subdivision Agreement”). Terms, conditions and exhibits of the 2024 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types of uses and minimum requirements for Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements. Contemporaneously with this Amendment, the 2024 Subdivision Agreement is being amended consistent with changes in this Amendment regarding improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of subsequent phases for operation and use as a hotel (“Fourth Amendment to Subdivision Agreement”). Corresponding amendments also are being made to the 2024 Redevelopment Plan (“Amendment No. 4”). Provisions of the 2024

Redevelopment Plan, as amended by Amendment No. 4, and the 2024 Subdivision Agreement, as amended by the Fourth Amendment to Subdivision Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. CDA, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2024 Redevelopment Plan, as amended by Amendment No. 4 (“2025 Redevelopment Plan”), the 2024 Redevelopment Agreement, as amended by this Amendment, or the 2024 Subdivision Agreement, as amended by the Fourth Amendment to Subdivision Agreement (“2025 Subdivision Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The CDA determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended by this Amendment or the Fourth Amendment to Subdivision Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, CDA, City, and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2024 Redevelopment Agreement and agree as follows:

I. Definitions. Unless otherwise defined or clearly indicated by the context in this Amendment, capitalized terms will have the meanings set forth in the 2024 Redevelopment Agreement, 2025 Subdivision Agreement or 2025 Redevelopment Plan.

II. Mixed Use Redevelopment Project.

A. As part of the Subsequent Phases of the Mixed Use Redevelopment Project, Hotel at its sole cost will acquire Lot 1, Replat 6 (“Hotel Site”) and finance, fund, design, construct, equip and own on such Hotel Site within the Mixed Use Redevelopment Project Area building, parking and other improvements to be used, operated, maintained, replaced and repaired as a hotel having approximately 129 guest rooms and related amenities under and in accordance with applicable Marriott Springhill Suites franchise and brand standards, including without limitation standards governing maintenance, repairs, replacements and renovations, and at its sole cost, design, construct, equip on or adjacent to such Hotel Site any required Redeveloper Public Improvements in connection with such hotel, (such hotel and other improvements together referred to herein as “Hotel Improvements”). A preliminary site plan and rendering or description of the Hotel Improvements are attached as Exhibit II. Final layout, facilities, improvements, and features of such Hotel Improvements will be set forth in final Plats, renderings, and site plans approved by the City from time to time in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City. Any material changes to principal facilities, uses, purposes, franchise or brand of the Hotel Improvements or Hotel Site will be subject to consent of the CDA as indicated in writing by the Mayor or City Administrator.

B. Replats and Final Plans. Replat 6 in connection with this Amendment and the Hotel Improvements is attached hereto as Exhibit II, which replat shall be subject to any modifications or additional replats as the City Engineer determines necessary or appropriate, and final approval by the City Council. Construction of Hotel Improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the 2024 Redevelopment Agreement as amended by this Amendment, the 2025 Subdivision Agreement, or applicable laws or regulations, as amended from time to time. Before the City releases Replat 6 for recording, Redeveloper shall record all easements that the City or CDA requires, as determined by the City Engineer and in form and content to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans, designs, boundaries, dimensions, components and features of the Hotel Improvements are preliminary and shall be subject to adjustment and finalization as the Redeveloper determines necessary or appropriate to carry out the 2025 Redevelopment Plan, subject to applicable laws, rules and regulations.

III. Tax Increment Financing. After applicable cost-benefit and other requirements with respect to the Mixed Use Redevelopment Project, as amended, were satisfied, the 2016 Redevelopment Plan and 2016 Redevelopment Agreement, as amended by Amendment No. 2 and the Second Amendment, respectively, authorized TIF and Redevelopment Loans to fund or pay Eligible Expenses in connection with redevelopment of the Mixed Use Redevelopment Project Area, including the Hotel Site and a hotel, and further authorized CDA's facilitation and participation in such TIF and Redevelopment Loans to fund or pay site-specific Eligible Expenses, subject to the Maximum Redevelopment Loan Amount constituting the cumulative limit on all Redevelopment Loan Amounts of all Redevelopment Loans of the Mixed Use Redevelopment Project and all Projects within the Mixed Use Redevelopment Project Area; all of which, and in particular use of TIF for Eligible Expenses in connection with redevelopment of the Hotel Site and Hotel Improvements, is hereby ratified, affirmed and approved.

IV. All provisions of the 2024 Redevelopment Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2024 Redevelopment Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2024 Redevelopment Agreement, provisions of this Amendment shall govern and control. If terms or conditions of any applicable franchise or brand standards are ambiguous or conflict, the interpretation or terms or conditions providing for the better quality or higher standard will control.

V. Other.

a. Boundaries of the Mixed Use Redevelopment Project Area. Boundaries of the Mixed Use Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan and adjusted by the Second Amendment to Redevelopment Agreement incorporated into the 2016 Redevelopment Plan, as amended by Amendment No. 2, and shall remain the same and unchanged.

b. Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Mixed Use Redevelopment Project

Area are provided in the 2016 Redevelopment Plan, including areas of La Vista City Centre involved in this Amendment replatted as Replat 6, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

c. Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Mixed Use Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Redevelopment Agreement incorporated into the 2024 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Mixed Use Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

d. Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Mixed Use Redevelopment Project Area after redevelopment, including without limitation parts of the Mixed Use Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2025 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.

e. Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Redevelopment Agreement incorporated into the 2024 Redevelopment Plan. Except as may be provided in the 2025 Redevelopment Plan, this Amendment, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2024 Redevelopment Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

f. Site Plan of Mixed Use Redevelopment Project Area. The preliminary site plan of the Mixed Use Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to

Redevelopment Agreement incorporated into the 2024 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

g. Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Project Area after redevelopment are preliminarily projected in the 2024 Redevelopment Plan. Additional public facilities or utilities contemplated to support the new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment, if any, are described or depicted in Exhibit II. The final public facilities or utilities, if any, will be subject to any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

h. Building requirements. Except for Design Standards as provided by or in accordance with the 2024 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.

i. Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 Redevelopment Plan, zoning of the Hotel Site is consistent with the Future Zoning Map and accommodates the Mixed Use Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.

j. Consents and Certifications. Redeveloper ratifies, affirms, represents and certifies to CDA as follows:

i. Consent to designation of all or part of the Mixed Use Redevelopment Project Area as an enhanced employment area, and

ii. Certification that

a. It has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for a project located or to be located within the redevelopment project area;

b. No such application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue; and

c. No such application has been approved under the Nebraska Advantage Act or the ImagiNE Nebraska Act.

k. Document Retention. Each Redeveloper shall retain copies of all supporting documents in its possession or control that are associated with the 2025 Redevelopment Plan or Mixed Use Redevelopment Project, as amended, and that are received or generated by it for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City of La Vista as needed to comply with the City's retention requirements under Neb. Rev. Stat. section [18-2117.04](#). For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to Neb. Rev. Stat. section [18-2113](#) and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

l. All ad valorem taxes levied upon real property in the Mixed Use Redevelopment Project Area, as amended from time to time, shall be paid before the taxes become delinquent in order for the Mixed Use Redevelopment Project to receive funds from the division of taxes, except the City Administrator or her designee in his or her sole discretion may waive the requirement upon finding that a delinquency was for good and sufficient cause beyond the control of Redeveloper.

m. This Amendment describes one or more redevelopment projects and shall constitute a redevelopment contract for redevelopment within the Mixed Use Redevelopment Project Area, as amended from time to time, in conformity with the 2025 Redevelopment Plan.

n. A redevelopment project that includes the division of taxes as provided in Neb. Rev. Stat. Section [18-2147](#) shall not provide for the reimbursement of costs incurred prior to approval of the redevelopment project, except for costs relating to:

- (1) The preparation of materials and applications related to the redevelopment project;
- (2) The preparation of a cost-benefit analysis conducted pursuant to section [18-2113](#);
- (3) The preparation of a redevelopment contract;
- (4) The preparation of bond and other financing instruments;
- (5) Land acquisition and related due diligence activities, including, but not limited to, surveys and environmental studies; and
- (6) Site demolition and preparation.

o. This Amendment shall be subject to and carried out in accordance with the 2025 Redevelopment Plan.

p. Any improvements described in this Amendment shall be in addition to other improvements described in the 2024 Redevelopment Agreement.

q. This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

- r. Notwithstanding anything in this Amendment to the contrary:
- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 Redevelopment Plan; and
  - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2025 Redevelopment Plan, as amended from time to time.
- s. This Amendment has been authorized, issued, and entered into by the CDA to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.

t. This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.

u. The 2025 Redevelopment Plan and 2025 Subdivision Agreement, including without limitation all exhibits of such 2025 Redevelopment Plan or 2025 Subdivision Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

v. Headings are for convenience only and shall not be used in construing meaning.

w. This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.

x. This Amendment shall be subject to consent of all holders of security or other interests with respect to any party's interest in any City Centre Property, in form and content satisfactory to the City Administrator of the City of La Vista or her designee.

y. Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

LA VISTA COMMUNITY DEVELOPMENT AGENCY:

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

\_\_\_\_\_  
Rachel Carl, City Clerk

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Rachel Carl, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the Agency to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

\_\_\_\_\_  
Notary Public

LA VISTA CITY CENTRE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE MUSIC VENUE, LLC,  
a Nebraska limited liability company

By: City Ventures Holdings, LLC,  
a Nebraska limited liability company,  
Manager

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Ventures Holdings, LLC, a Nebraska limited liability company, Manager of City Centre Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public



CITY CENTRE 1.1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE 1.2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE 1.3, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.3, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska  
limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, Sole Member of E&W Holdings, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said company.

[Seal]

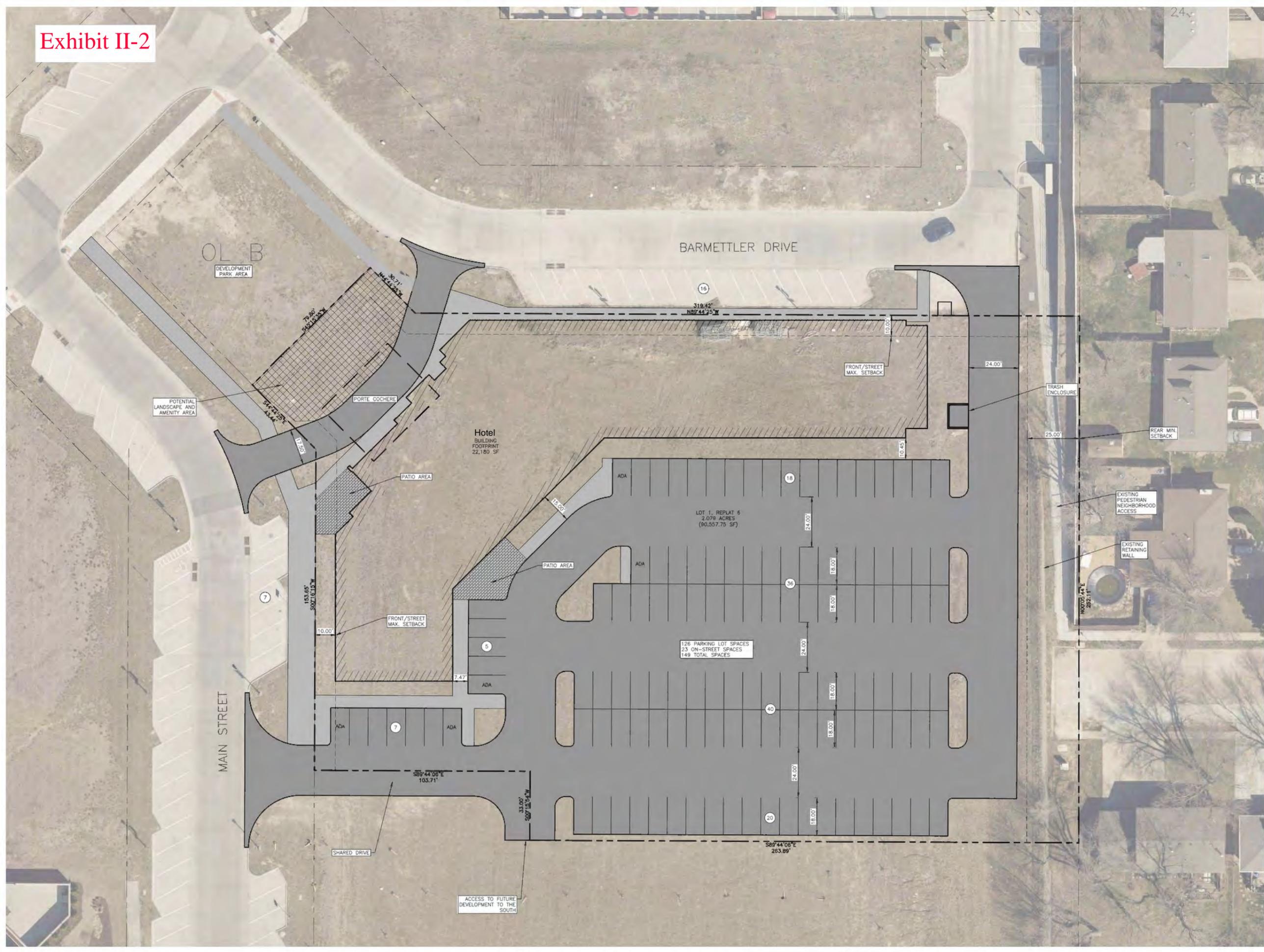
\_\_\_\_\_  
Notary Public



*[MARK AND ATTACH EXHIBIT II]*



Exhibit II-2



**LAMP  
RYNEARSON**

LAMPRYNEARSON.COM  
OMAHA, NEBRASKA  
14110 W. 122ND RD. STE. 100 (402) 486-2488  
NE AUTHORIZATION NO. CA0130  
FORT COLLINS, COLORADO  
4725 INNOVATION DR. STE. 100 (970) 228-0242  
KANSAS CITY, MISSOURI  
9601 STATE LINE RD. STE. 200 (816) 361-5840  
MO AUTH. NO. E-2015011903 (LS-201603127)



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION  
RANDALL R. KUSZAK  
E 1549

CONCEPTUAL  
SITE PLAN  
EXHIBIT

LA VISTA CITY CENTRE LOT 1, REPLAT 6  
LA VISTA, NEBRASKA



ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE, ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND OBTAINING LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER
DATE 10/2/2024
PROJECT NUMBER
BOOK AND PAGE
SHEET
1 OF 1

I:\Projects\013185 LaVista\_Centre\_City\_Centre\Drawings\013185 LaVista\_Centre\_City\_Centre\013185 LaVista\_Centre\_City\_Centre.dwg 10/2/2024 11:31:31 AM 4000 10.2500 LAMP RYNEARSON

Exhibit II-3



1 ELEVATION - Front East Wing  
SCALE: 1/8" = 1'-0"



2 ELEVATION - Front West Wing  
SCALE: 1/8" = 1'-0"

CHOOSE a Person in Charge (PIC) in Titleblock Type Properties.

1/8" 1/4" 1/2" 1"

Marriott

La Vista Centre

DRAWN BY: Author CHECKED: Checker

DATE: 2024.11.07 PROJ. NO.: Project No.

GRAPHIC SCALE:  
SCALE: 1/8" = 1'-0"  
0 1 2 3 4 5

Front Elevations

SHEET NO. ASK01



**EXHIBIT II-5**

**ADDITIONAL REDEVELOPER INFRASTRUCTURE IMPROVEMENTS**

- Public Improvements:  
Sidewalks, Sidewalk Landscaping, Street Furniture \$165,550
- Site Work: Site Utilities \$181,116
- Design of Public Infrastructure \$34,700

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR REPLAT – LA VISTA CITY CENTRE REPLAT 6	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared for approval of a replat for 9.62 acres located southeast of the intersection of Main Street and Barmettler Drive into Lots 1-2 La Vista City Centre Replat 6 for the purpose of redevelopment.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A resolution has been prepared to consider an application for a replat as submitted by La Vista City Centre, LLC with respect to approximately 9.62 acres currently described as Lot 2 La Vista City Centre Replat 5. The property is generally located southeast of the intersection of Main Street and Barmettler Drive.

The purpose of the request is to replat the property into 2 lots (Lots 1-2 La Vista City Centre Replat 6) for redevelopment. A detailed staff report is attached.

The Planning Commission held a meeting on December 19, 2024, and unanimously recommended approval of the replat, as the request is consistent with the Redevelopment Plan, Subdivision Regulations and the Comprehensive Plan, as amended.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 2 LA VISTA CITY CENTRE REPLAT 5, TO BE REPLATTED AS LOTS 1-2 LA VISTA CITY CENTRE REPLAT 6, A SUBDIVISION LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 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 Lot 2 La Vista City Centre Replat 5, to be replatted as Lots 1-2 La Vista City Centre Replat 6; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on December 19, 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 Lot 2 La Vista City Centre Replat 5, to be replatted as Lots 1-2 La Vista City Centre Replat 6, a subdivision located in the West Half of the Southwest Quarter of Section 14, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southeast of the intersection of Main Street and Barmettler Drive, be, and hereby is, approved.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

ATTEST:

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

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk



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

CASE NUMBERS: PRP24-0001;

FOR HEARING OF: JANUARY 7, 2025  
REPORT PREPARED ON: DECEMBER 23, 2024

**I. GENERAL INFORMATION**

**A. APPLICANT:**

La Vista City Centre LLC  
222 S. 15<sup>th</sup> Street, Suite 1404S  
Omaha, NE 68102

**B. PROPERTY OWNER:**

La Vista City Centre LLC  
222 S. 15<sup>th</sup> Street, Suite 1404S  
Omaha, NE 68102

**C. LOCATION:** Southeast of the intersection of Main Street and Barmettler Drive.

**D. LEGAL DESCRIPTION:** Lot 2 La Vista City Centre Replat 5 (Proposed Lots 1 and 2 La Vista City Centre Replat 6)

**E. REQUESTED ACTION(S):** Authorize a Replat of one lot into two to allow for mixed-use development.

**F. EXISTING ZONING AND LAND USE:** MU-CC, Mixed Use City Centre District; vacant.

**G. PURPOSE OF REQUEST:** Authorize a Replat of one lot into two to allow for mixed-use development, including the construction of a hotel on proposed Lot 1.

**H. SIZE OF SITE:** Approximately 9.62 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The property is currently vacant with a gradual downward slope to the southeast.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Urban Commercial	MU-CC, Mixed-Use City Centre District	Vacant
East	Urban Medium Intensity Residential; Public	R-1 Single-Family - Residential District	La Vista Middle School; Briarwood Residential Subdivision
South	Urban Commercial; Public	C-1, Shopping Center Commercial District with a Gateway Corridor District (Overlay District); R-1 Single-Family - Residential District	Wiltham Place; La Vista Middle School
West	Urban Commercial	MU-CC, Mixed-Use City Centre District	Various Commercial Businesses

**C. RELEVANT CASE HISTORY:**

1. An Administrative Plat for Lots 1 and 2 La Vista City Centre Replat 5 was approved on July 7, 2020.

**D. APPLICABLE REGULATIONS:**

1. Section 5.19 of the Zoning Regulations – MU-CC Mixed Use City Centre District
2. La Vista Subdivision Regulations

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the Comprehensive Plan designates the area as Urban Commercial.
2. The proposed project will meet the Policy of Work 3.1 of the La Vista Comprehensive Plan which reads: "Develop a local shopping and leisure destination that will function as La Vista's city center, to create a place of civic pride, enhance the City's identity, and attract visitors, consistent with "A Vision Plan for 84th Street."
3. The proposed project will also meet the Policy of Shop 1.3 of the La Vista Comprehensive Plan which reads: "Co-locate entertainment, employment, recreation, lodging, conference

facilities, and retail amenities to capitalize on the synergies of these uses and attract additional in-commuters."

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

**C. TRAFFIC AND ACCESS:**

1. Access to the property will be provided through access points along Main Street as well as Barmettler Drive.
2. Sidewalk connections into the development from Main Street and Barmettler Drive through the development will be constructed at the time of development of each respective lot.

**D. UTILITIES:**

1. The property has access to sanitary sewer, water, gas, power, and communication utilities.

**F. LANDSCAPING:**

1. Review of the landscaping for any developments on this site will be handled through the La Vista City Centre Design Guidelines and Section 7.17 of the Zoning Ordinance as required.

**IV. REVIEW COMMENTS:**

- A. Any developments on the properties involved will be required to achieve approval through the design review process prior to the submittal of a building permit application.
- B. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.
- C. All necessary easements will need to be finalized and recorded prior to the issuance of building permits.

**V. STAFF RECOMMENDATION – REPLAT:**

Approval of the Replat of Lot 2 La Vista City Centre Replat 5, to be replatted as Lots 1-2 La Vista City Centre Replat 6, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the replat request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:**

The La Vista Planning Commission held a meeting on December 19, 2024 and voted unanimously to recommend approval of La Vista City Centre Replat 6, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the replat request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VIII. ATTACHMENTS TO REPORT:**

- A. Vicinity Map
- B. Review Letters
- C. Replat map set
- D. Subdivision Agreement

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

- A. Randy Kuszak, Lamp Rynearson
- B. Chris Erickson, La Vista City Centre, LLC/Nine Zero Properties
- C. Public Upon Request

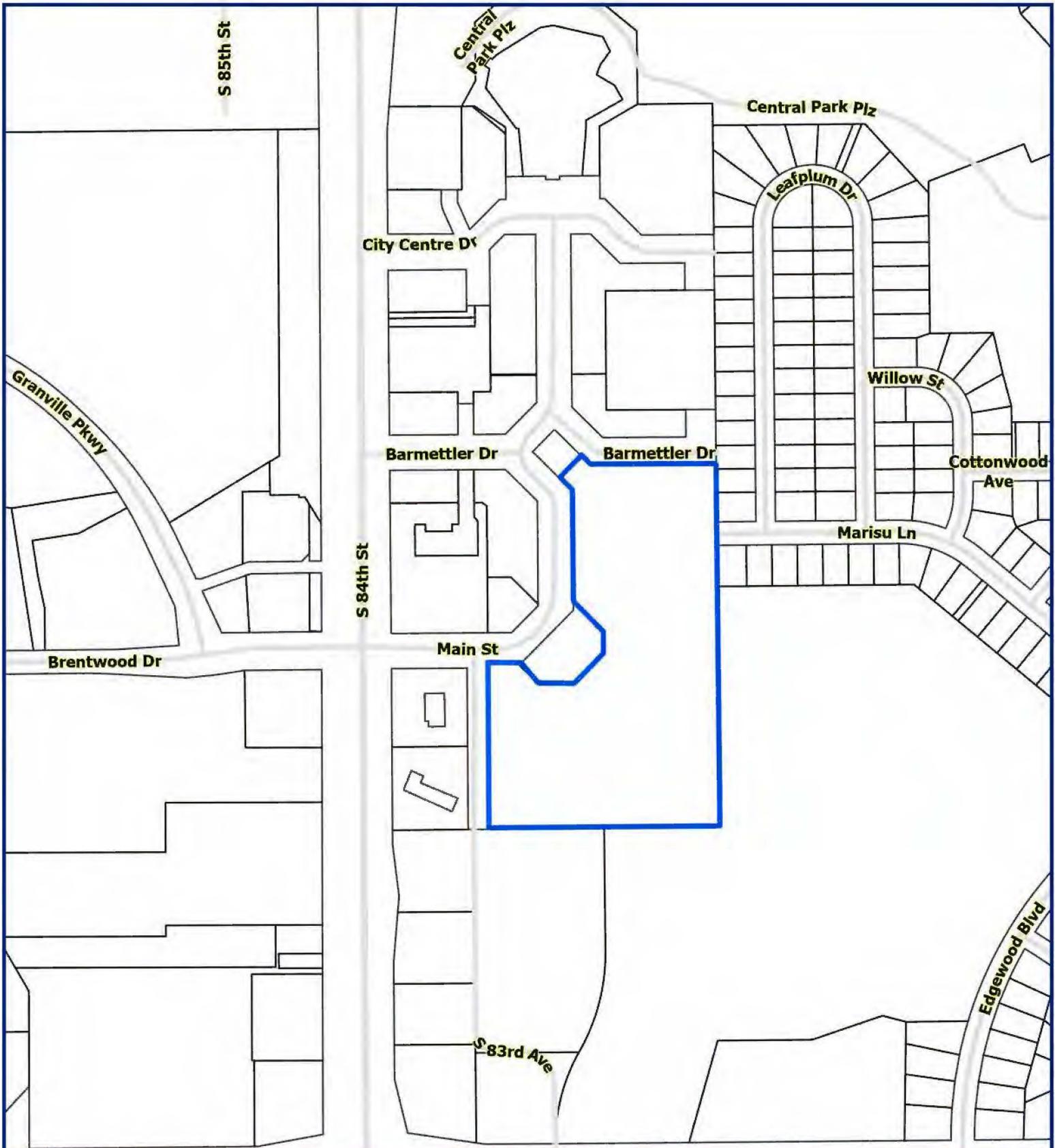


Prepared by: Deputy Community Development Director

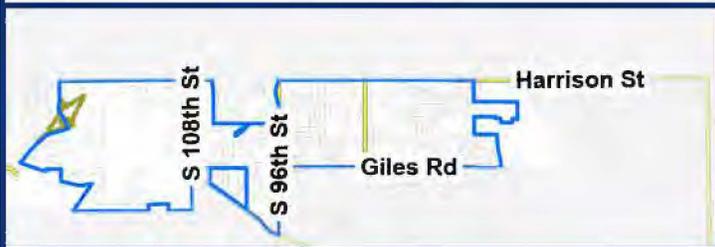


Community Development Director

12/31/24  
Date



**La Vista City Centre Replat 6**



12/12/2024  
CAS





November 7, 2024

Randy Kuszak  
Lamp Rynearson, Inc.  
14710 West Dodge Rd. Suite 100  
Omaha, NE 68154

RE: Replat – La Vista City Centre Replat 6 – Initial Review Letter

Mr. Kuszak,

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

Preliminary Plat:

1. Per Section 3.03.02, please include the proposed grades on the preliminary plat, with contours at intervals of five feet or less.
2. Per Section 3.03.05, please provide the address of the owner and the subdivider.
3. Per Section 3.03.07, please include the depiction of the pedestrian connection between the redevelopment and Marisu Lane, and the subsequent retaining walls.
4. Per Section 3.03.14, please confirm that MU-CC zoning is being utilized when determining building setback lines and proposed uses of land within the proposed subdivision.
5. Per Section 3.03.10, please confirm the easements as proposed are consistent with the as-builts record drawings of the public infrastructure and proposed utility dispositions, The As-Build Record Drawings "City of La Vista, 84<sup>th</sup> Street Redevelopment Area, City Centre Infrastructure, Streets and Sewers" Sheet 8 depict a proposed 75' easement along the portions of the east end of the proposed lots.

**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

Final Plat:

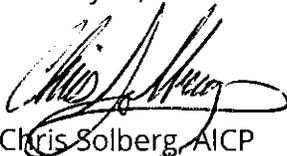
1. Please provide adequate public access easements to allow for the flow of traffic between the lots involved in this plat.
2. Per Section 3.05.11, please provide notarized dedications signed and acknowledged by all parties having any titled interest in or lien upon the land to be subdivided consenting to the final plat including the dedication of parts of land for streets, easements, and other purposes as per Section 10.01. If no mortgage holders, provide a statement to that effect from a title company.
3. Per Section 3.05.18, please provide a signature block for the lending institution as per Section 10.10, if applicable.
4. The approval process for this plat follows the process for Replats as per Section 3.07. As such the signature block for Administrative Plats, as laid out in Section 10.08 is not required. Please remove this signature block.
5. The final plat document has been submitted to Sarpy County Public Works for review, and additional, potential revisions to the plat document may be forthcoming.

General Comments:

1. Please note that any developments on the properties involved will be required to achieve approval through the design review process prior to the submittal for a building permit.

Please resubmit 2 paper copies of the revised preliminary and final plats, and other requested plans (along with an electronic copy) and any other supporting documentation to the City for further review. As La Vista City Centre, LLC has requested the plat to run concurrently with the TIF approval for the proposed development on Lot 1 of this LVCC Replat 6, the dates for Planning Commission and City Council meetings will be determined upon receipt and review of the TIF application. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



Chris Solberg, AICP  
Deputy Community Development Director  
City of La Vista  
csolberg@cityoflavista.org  
(402) 593-6402

cc:

Chris Erickson, La Vista City Centre, LLC

Bruce Fountain, Community Development Director – City of La Vista

Pat Dowse, City Engineer – City of La Vista



December 12, 2024

Randy Kuszak  
Lamp Rynearson, Inc.  
14710 West Dodge Rd. Suite 100  
Omaha, NE 68154

RE: Replat - La Vista City Centre Replat 6 - 2nd Review Letter

Mr. Kuszak,

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

1. The proposed easement along the east end of the property discussed in Comment #5 of the previous review letter appears to be insufficient. Please revise the easement to ensure sufficient width and length to allow for the periodic maintenance of both retaining walls. The westernmost modular block retaining wall extends for a considerable distance into Lot 2; hence, the easement will need to be extended into Lot 2.

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

Thank you,



Chris Solberg, AICP  
Deputy Community Development Director  
City of La Vista  
csolberg@cityoflavista.org  
(402) 593-6402

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**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

cc:

Chris Erickson, La Vista City Centre, LLC

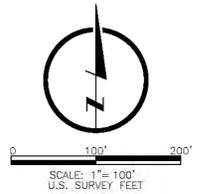
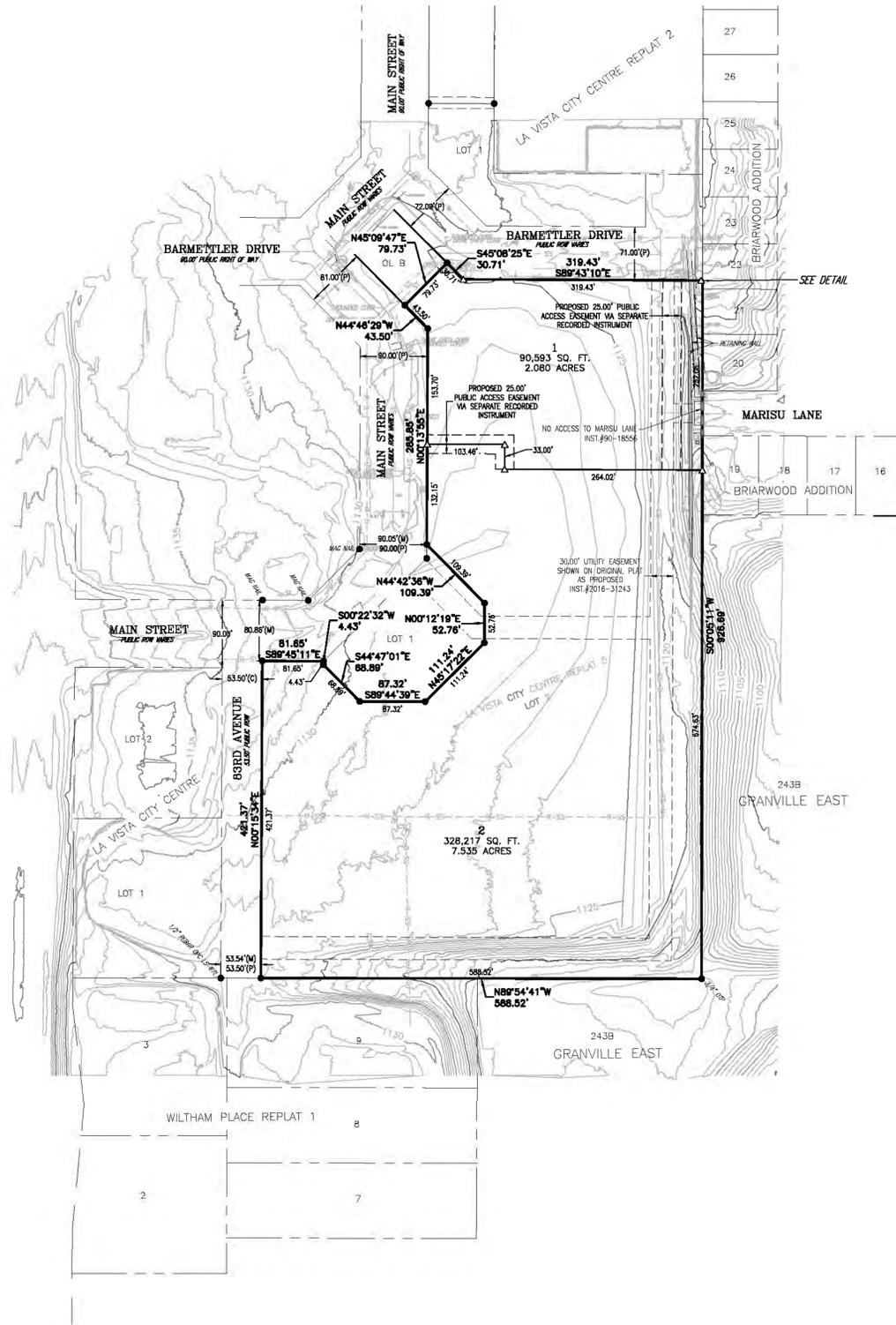
Bruce Fountain, Community Development Director - City of La Vista

Pat Dowse, City Engineer - City of La Vista

# LA VISTA CITY CENTRE REPLAT 6

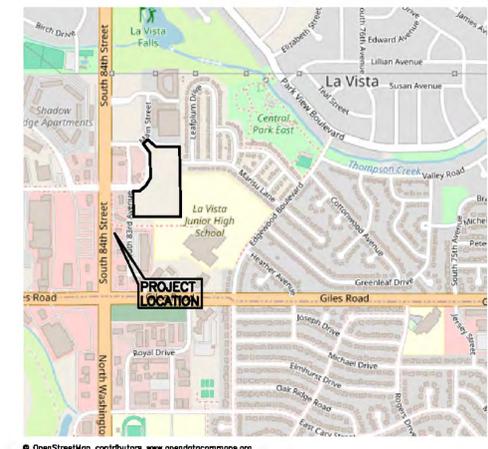
LOTS 1 & 2

BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

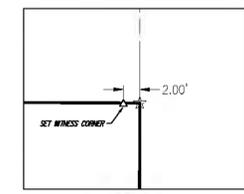


**LEGEND**

—	BOUNDARY LINE
—	LOT LINE
- - -	EXISTING LOT LINE
- - -	SECTION LINE
- - -	EASEMENT
FO	FIBER OPTICS
W	WATER
G	GAS
E	ELECTRIC
R-W	RECORD WATER (PER ONE CALL TICKET)
▲	CONTROL POINT
⌋	CURB INLET
⊞	ELECTRIC PULLBOX
⊞	ELECTRIC TRANSFORMER
⊞	FIRE HYDRANT
⊞	GRATE INLET
⊞	LIGHT POLE
⊞	SANITARY MANHOLE
⊞	SIGN
⊞	STOP SIGN
⊞	STORM MANHOLE
⊞	UNIDENTIFIED MANHOLE
⊞	UNIDENTIFIED VAULT
⊞	WATER MANHOLE
⊞	WATER VALVE
●	MONUMENT FOUND (5/8" REBAR W/ YPC RLS-607) UNLESS NOTED OTHERWISE
▲	CORNER SET (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-561) UNLESS NOTED OTHERWISE
☆	COMPUTED CORNER
P	PLATTED DIMENSION



VICINITY MAP



DETAIL NOT TO SCALE

**LEGAL DESCRIPTION**

LOT 2, LA VISTA CITY CENTRE REPLAT 5, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA. CONTAINS 9.614 ACRES.

**OWNER/ APPLICANT**

LA VISTA CITY CENTRE, LLC  
PO BOX 241458  
OMAHA, NEBRASKA 68124

**ENGINEER**

LAMP RYNEARSON  
14710 WEST DODGE ROAD, SUITE 100  
OMAHA, NEBRASKA 68154-2027

**ZONING**

EXISTING: MU-CC  
PROPOSED: MU-CC  
TOTAL AREA - 9.615 ACRES  
POWER: OMAHA PUBLIC POWER DISTRICT  
444 SOUTH 16TH STREET MALL  
OMAHA, NE 68102-2247  
WATER: METROPOLITAN UTILITIES DISTRICT  
3100 SOUTH 81ST AVENUE  
OMAHA, NE 68106-3621  
WATER: BLACK HILLS ENERGY  
501 WEST 6TH STREET  
PAPILLION, NEBRASKA 68046

**CONTROL NOTE**

- HORIZONTAL DATUM IS BASED ON THE SARPY COUNTY LOW DISTORTION COORDINATE SYSTEM.  
- VERTICAL DATUM IS BASED ON NAVD88 (GEOID-12A).

**NOTES**

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
- ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
- NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.

**LAMP RYNEARSON**

LAMP RYNEARSON.COM  
OMAHA, NEBRASKA  
14710 W. DODGE RD. STE. 100 (602) 496-2498  
NE AUTHORIZATION NO.: CAD130  
FORT COLLINS, COLORADO  
4718 INNOVATION DR. STE. 100 (970) 226-0342  
KANSAS CITY, MISSOURI  
9001 STATE LINE RD. STE. 200 (816) 361-0440  
MO AUTH. NO.: S-2013011903 (LS-2015043127)

PRELIMINARY PLAT  
 LA VISTA CITY CENTRE REPLAT 6 (LOTS 1 & 2)  
 SARPY COUNTY, NEBRASKA



REVISIONS


DESIGNER/DRAFTER  
**TODD WHITFIELD/RACHEL RENNECKER**  
DATE  
**12/5/2024**  
PROJECT NUMBER  
**0123185**  
BOOK AND PAGE  
  
SHEET  
**1 OF 1**

L:\Engineering\0123185 - La Vista City Centre - City - La Vista City Centre - LAMP RYNEARSON - 12/5/2024 9:38:10 AM - 14407 - KUSDAN - LAMP RYNEARSON

LOCATED IN:  
NW 1/4, SW 1/4, SEC. 14-T14N-R12E  
SW 1/4, SW 1/4, SEC. 14-T14N-R12E

# LA VISTA CITY CENTRE REPLAT 6

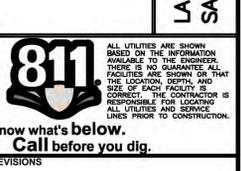
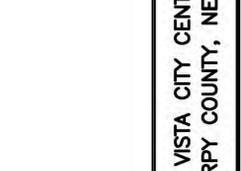
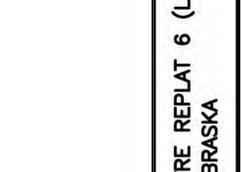
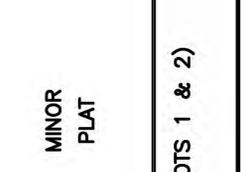
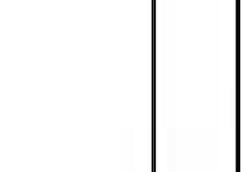
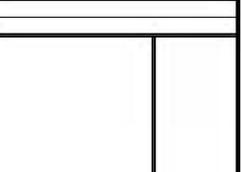
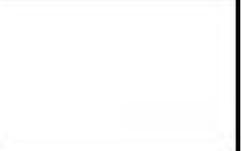
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BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

**LAMP  
RYNEARSON**

LAMPRYNEARSON.COM

OMAHA, NEBRASKA  
14710 W. DODGE RD. STE. 100 (602) 496-2498  
NE AUTHORIZATION NO. CAD130  
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MO AUTH. NO. E-2013011903 | LS-2010643127



DESIGNER/DRAFTER  
TODD WHITFIELD/RACHEL RENNECKER  
DATE  
11/11/2024  
PROJECT NUMBER  
0123185  
BOOK AND PAGE

SHEET  
1 OF 1

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### **FOURTH AMENDMENT TO SUBDIVISION AGREEMENT**

This Fourth Amendment to Subdivision Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section IVt below by and among the City of La Vista, a Nebraska municipal corporation (“City”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 1.2 LLC, a Nebraska limited liability company (“City Centre 1.2”), City Centre 1.3 LLC, a Nebraska limited liability company (“City Centre 1.3”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”), E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) and City Centre Hotel, LLC (“Hotel”) (LVCC, Music Venue, Rocket Property, City Centre 1.1, City Centre 1.2, City Centre 1.3, City Centre 2, E&W and Hotel together herein “Subdivider”).

**Recitals**        The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”), in 2020 by Amendment No. 2 and in 2024 by Amendment No. 3 (the 2016 Redevelopment Plan as amended by Amendments No. 2 and No. 3 referred to herein as “2024 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

**Upon Recording Please Return To:**  
Fitzgerald, Schorr PC LLO  
Attn: Tom McKeon  
10050 Regency Circle  
Omaha, NE 68114

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”), and Lot 2, Replat 5 further replatted in connection with this Amendment as Lots 1 and 2 Replat 6 (“Replat 6”).

Lot ownership:

- (i) Store Master Funding XXI LLC and Rocket Property, as successors of La Vista Car Wash LLC, are owner and leasehold owner, respectively, of land and improvements of Lot 1, La Vista City Centre, and Rocket Property represents that it is authorized under the governing lease to execute this Amendment
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, La Vista City Centre Replat 2,
  - Lots 6, 8, 9 and 11, La Vista City Centre Replat Three (E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat Three),
  - Lot 1, La Vista City Centre Replat Four, and
  - Lots 1 and 2, La Vista City Centre Replat 5,
- (iii) City Centre 1.1, as successor of LVCC and City Centre 1, owns Lots 14 and 15, La Vista City Centre,
- (iv) City Centre 1.3, as successor of LVCC and City Centre 1, owns Lot 2, La Vista City Centre Replat 1,
- (v) City Centre 1.2, as successor of LVCC and City Centre 1, owns Lot 10, La Vista City Centre Replat Three,
- (vi) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three,
- (vii) Music Venue, as successor of LVCC, owns Lot 3, La Vista City Centre Replat Four, and
- (viii) Hotel, contemporaneously with this Fourth Amendment and as successor of LVCC, will acquire Lot 1, La Vista City Centre Replat Six, (lots described in subsections “i” through “viii” together are referred to herein as “City Centre Property”).
- (ix) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, La Vista City Centre Replat 2,
  - Lots 7 and 12, La Vista City Centre Replat Three, and

Lot 2, La Vista City Centre Replat Four.

C. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Saryp County Register of Deeds Instrument Number 2016-31244 (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three, in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2024-05486) pursuant to the 2024 Redevelopment Plan (the 2016 Subdivision Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Subdivision Agreement”). Terms, conditions and exhibits of the 2024 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types of uses and minimum requirements for Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements. The parties desire to amend the 2024 Subdivision Agreement consistent with changes set forth in the Fourth Amendment to Redevelopment Agreement in connection with improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of the subsequent phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel.

D. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Saryp County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2024-05485) pursuant to the 2024 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Redevelopment Agreement”). Terms, conditions and exhibits of the 2024 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area. Contemporaneously with this Amendment, the 2024 Redevelopment Agreement is being amended consistent with this Amendment to provide further specification with respect to building, parking and other related improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of Subsequent Phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel (“Fourth Amendment to Redevelopment Agreement”). Corresponding amendments also are being made to the 2024 Redevelopment Plan (“Amendment No. 4”). Provisions of the 2024 Redevelopment Plan, as amended by Amendment No. 4, and the 2024 Redevelopment Agreement, as amended by the Fourth Amendment to Redevelopment Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. City, in the interests of public health, safety, welfare, necessity and convenience, finds

and determines that improvements pursuant to the 2024 Redevelopment Plan, as amended by Amendment No. 4, (“2025 Redevelopment Plan”), the 2024 Subdivision Agreement, as amended by this Amendment, or the 2024 Redevelopment Agreement, as amended by the Fourth Amendment to Redevelopment Agreement, (“2025 Redevelopment Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as amended by this Amendment or the Fourth Amendment to Redevelopment Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, City, CDA and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2024 Subdivision Agreement and agree as follows:

I. Definitions. Unless otherwise defined or clearly indicated by the context in this Amendment, capitalized terms will have the meanings set forth in the 2024 Subdivision Agreement, 2025 Redevelopment Agreement or 2025 Redevelopment Plan.

II. Subdivider Improvements.

A. As part of the subsequent phases of Subdivider Improvements, Hotel at its sole cost will acquire Lot 1, Replat 6 (“Hotel Site”) and construct, own and otherwise provide for the Hotel Improvements described or depicted in the 2025 Redevelopment Agreement, including without limitation any required public, private or shared infrastructure or improvements. Final layout, facilities, improvements, and features of such Hotel Improvements will be set forth in final Plats, renderings, and site plans approved by the City from time to time in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City.

B. Replats and Final Plans. Replat 6 in connection with this Amendment and the Hotel Improvements is attached hereto as Exhibit II, which replat shall be subject to any modifications or additional replats as the City Engineer determines necessary or appropriate, and final approval by the City Council. Construction of Hotel Improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the 2024 Redevelopment Agreement as amended by this Amendment, the 2025 Subdivision Agreement, or applicable laws or regulations, as amended from time to time. Before the City releases Replat 6 for recording, Redeveloper shall record all easements that the City or CDA requires, as determined by the City Engineer and in form and content to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans, designs, boundaries, dimensions, components and features of the Hotel Improvements are preliminary and shall be subject to adjustment and finalization as the Redeveloper determines necessary or appropriate to carry out the 2025 Redevelopment Plan, subject to applicable laws,

rules and regulations.

C. Subdivider Infrastructure. Subdivider at its cost shall design, construct, operate, repair, replace and maintain the additional infrastructure improvements specified in Exhibit II ("Additional Subdivider Infrastructure Improvements"), which includes a preliminary cost estimate to design and construct said infrastructure improvements. Before the City releases any plat or replat for recording, Subdivider shall provide (i) a copy of the amendment to the CCRs adding responsibilities of the Association with respect to the Additional Subdivider Infrastructure Improvements to the satisfaction of the City Engineer, and (ii) a surety bond satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct Additional Subdivider Infrastructure Improvements, which shall be completed before the City issues a certificate of occupancy for the Hotel.

III. All provisions of the 2024 Subdivision Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2024 Subdivision Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2024 Subdivision Agreement, provisions of this Amendment shall govern and control.

IV. Other.

- a) Boundaries of the Public Improvement Redevelopment Project Area. Boundaries of the Public Improvement Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan, as amended, and shall remain the same and unchanged.
- b) Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Public Improvement Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including areas of La Vista City Centre involved in this Amendment replatted as Replat 6, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.
- c) Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Public Improvement Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to 84<sup>th</sup> Street, previously referred to as Nebraska Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan

and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

- d) Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Public Improvement Redevelopment Project Area after redevelopment, including without limitation parts of the Public Improvement Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2025 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.
- e) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan. Except as may be provided in the 2025 Redevelopment Plan, this Amendment or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2024 Subdivision Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- f) Site Plan of Public Improvement Redevelopment Project Area. The preliminary site plan of the Public Improvement Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- g) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Project Area after redevelopment are preliminarily projected in the 2024 Redevelopment Plan. Additional public facilities or utilities contemplated to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment, if any, are described or depicted in Exhibit II. The final public facilities or utilities, if any, will be subject to any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

- h) Building Requirements. Except for Design Standards as provided by or in accordance with the 2025 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- i) Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement or the 2025 Redevelopment Plan, zoning of the Hotel Site is consistent with the Future Zoning Map and accommodates the Public Improvement Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.
- j) This Amendment shall be subject to and carried out in accordance with the 2025 Redevelopment Plan.
- k) Any improvements described in this Amendment shall be in addition to other improvements described in the 2024 Subdivision Agreement.
- l) This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.
- m) Notwithstanding anything in this Amendment to the contrary:
  - (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement, or the 2025 Redevelopment Plan; and
  - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting

the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement, or the 2025 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2025 Redevelopment Plan, as amended from time to time.

- n) This Amendment has been authorized, issued, and entered into by the City to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.
- o) This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.
- p) The 2025 Redevelopment Plan and 2025 Redevelopment Agreement, including without limitation all exhibits of such 2025 Redevelopment Plan or 2025 Redevelopment Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.
- q) Headings are for convenience only and shall not be used in construing meaning.
- r) This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.
- s) This Amendment shall be subject to consent of all holders of security or other interests

with respect to any party's interest in any City Centre Property, in form and content satisfactory to the City Administrator of the City of La Vista or her designee.

- t) Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

CITY OF LA VISTA:

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

\_\_\_\_\_  
Rachel Carl, City Clerk

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Rachel Carl, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the City of La Vista, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the City to be their voluntary act and deed and the voluntary act and deed of said City.

[Seal]

\_\_\_\_\_  
Notary Public



CITY CENTRE MUSIC VENUE, LLC,  
a Nebraska limited liability company

By: City Ventures Holdings, LLC,  
a Nebraska limited liability company,  
Manager

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Ventures Holdings, LLC, a Nebraska limited liability company, Manager of City Centre Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public





CITY CENTRE 1.2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public



CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska  
limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, Sole Member of E&W Holdings, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said company.

[Seal]

\_\_\_\_\_  
Notary Public



LOCATED IN:  
NW 1/4, SW 1/4, SEC. 14-T14N-R12E  
SW 1/4, SW 1/4, SEC. 14-T14N-R12E

Exhibit II-1

# LA VISTA CITY CENTRE REPLAT 6

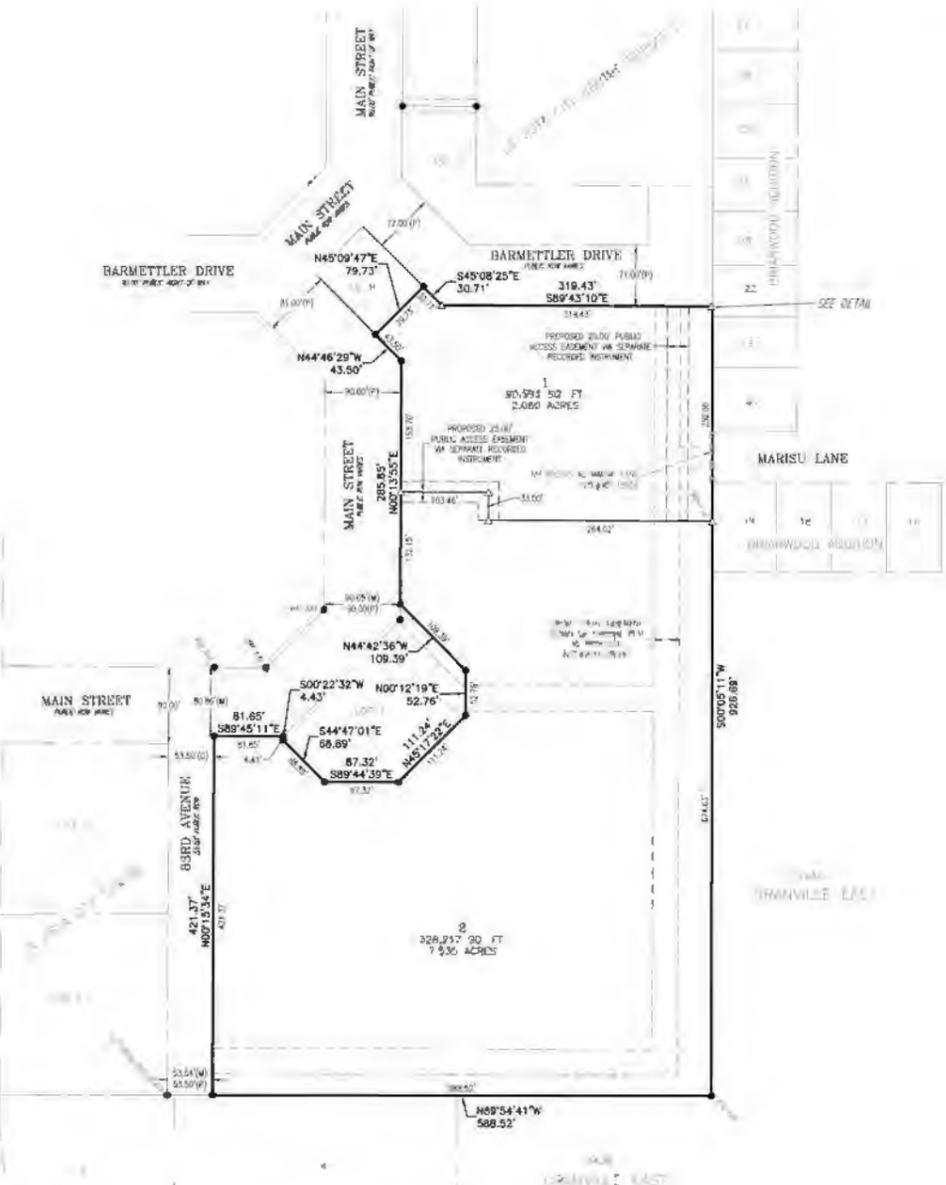
LOTS 1 & 2

BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

LAMP  
RYNEARSON

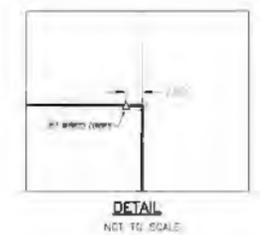
LAMPBYNEARSON.COM

OMAHA, NEBRASKA  
4717 W. 204TH ST. #1000-1001  
NE WOODHURST PARK  
FORT COLLINS, COLORADO  
4775 BRUNNEN DRIVE, SUITE 100  
KANSAS CITY, MISSOURI  
3841 STATE LINE RD. SUITE 200  
PO BOX 100100



- LEGEND**
- BOUNDARY LINE
  - LOT LINE
  - EXISTING LOT LINE
  - SECTION LINE
  - EASEMENT
  - MONUMENT FOUND 1 1/2" REBAR W/ PVC PLS-8877 UNLESS NOTED OTHERWISE
  - CORNER SET 3/8" REBAR W/ 1/4" PVC STAMPED (LS-581) UNLESS NOTED OTHERWISE
  - COMPUTED CORNER
  - PLATTED DIMENSION

- NOTES**
1. ALL DIMENSIONS ARE SHOWN IN METRIC FEET.
  2. ALL ANGLES ARE 90° UNLESS NOTED.
  3. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
  4. ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
  5. NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGES HEREIN TO THE FINAL EASEMENT RECORDED ENCLINUM FOR THE OFFICIAL LOCATION.



**LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I AM A FULLY 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 PERMANENT 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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, SARPY COUNTY, NEBRASKA.

CONTAINS 3.615 ACRES.

TODD L. WHITEFIELD, LS-561

DATE



**DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, LA VISTA CITY CENTRE, LLC, OWNER, AND NEBRASKA BANK, MORTGAGEE OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRAIDED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SURVEYED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2. 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, WITH INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTEE AND TO THE GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS UNLESS BE CONSTRUED TO PASS TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREA; ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

LA VISTA CITY CENTRE, LLC, OWNER

CHRISTOPHER L. ERICKSON  
MANAGING MEMBER

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT ABOVE AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, SAID LIEN BEING RECORDED IN THE OFFICE OF THE CLERK OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. \_\_\_\_\_ DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

NEBRASKA BANK, MORTGAGEE

BY: \_\_\_\_\_  
GEOFF ROWND  
SENIOR VICE PRESIDENT

**APPROVAL OF CITY OF LA VISTA PLANNING COMMISSION**

THIS PLAT OF LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, 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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MAYOR

ATTEST  
CITY CLERK

**ACKNOWLEDGEMENT OF NOTARIES**

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY CHRISTOPHER L. ERICKSON, MANAGING MEMBER OF LA VISTA CITY CENTRE, LLC, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY GEOFF ROWND, SENIOR VICE PRESIDENT OF NEBRASKA BANK, ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC

**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 EMBRAIDED 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 LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SARPY COUNTY SURVEYOR/ENGINEER

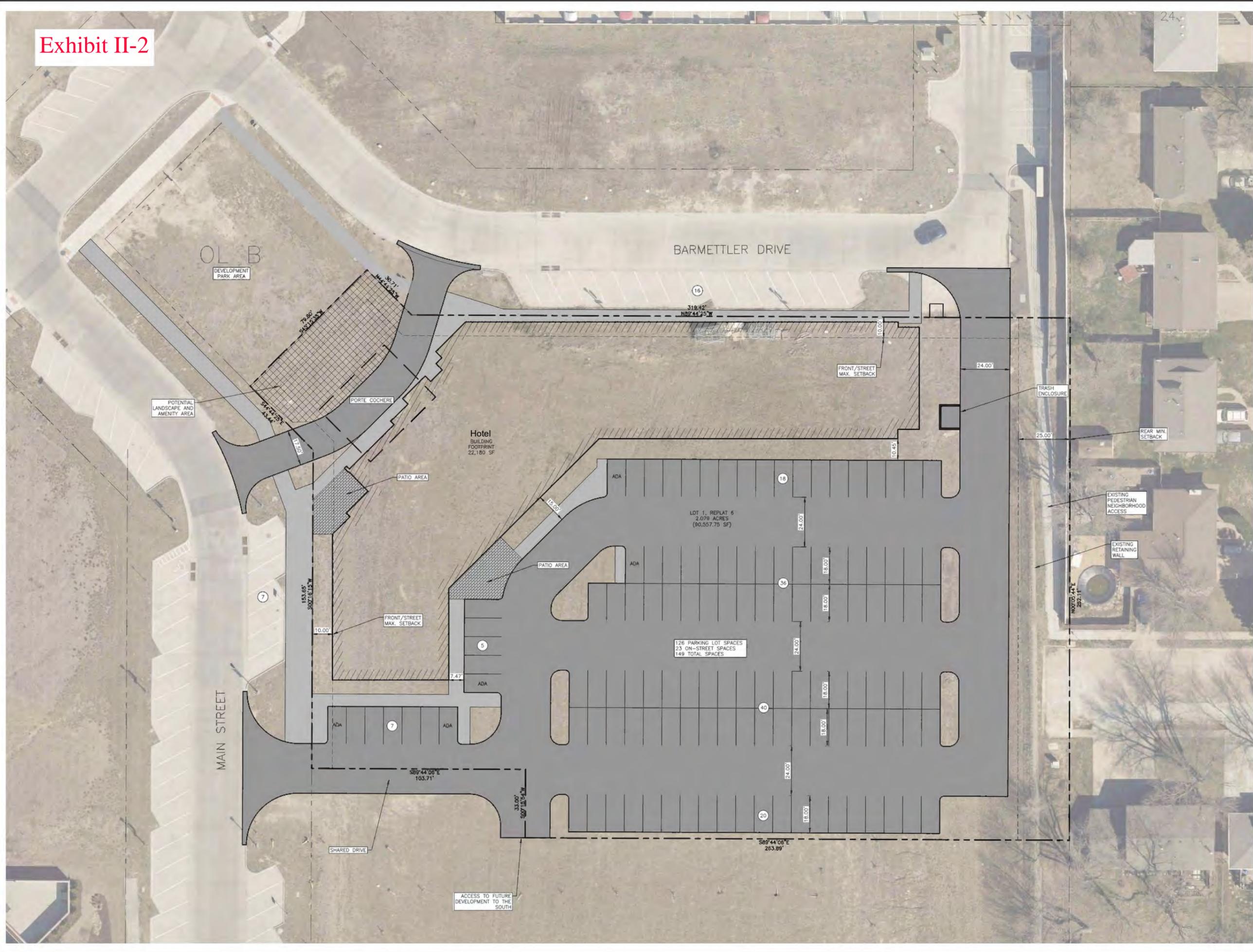
MINOR PLAT  
 LA VISTA CITY CENTRE REPLAT 6 (LOTS 1 & 2)  
 SARPY COUNTY, NEBRASKA



REVISIONS


DESIGNER / DRAFTER  
TODD WHITEFIELD/RACHEL PENNECKER  
DATE  
11/11/2024  
PROJECT NUMBER  
0123185  
BOOK AND PAGE

Exhibit II-2



**LAMP  
RYNEARSON**

LAMPRYNEARSON.COM  
 OMAHA, NEBRASKA  
 14110 W. 122ND RD. STE. 100 (402) 486-2488  
 NE AUTHORIZATION NO. CA0130  
 FORT COLLINS, COLORADO  
 4755 INNOVATION DR. STE. 100 (970) 228-0242  
 KANSAS CITY, MISSOURI  
 9601 STATE LINE RD. STE. 200 (816) 361-5840  
 MO AUTH. NO. E-2015011903 (LS-201603127)



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION  
 RANDALL R. KUSZAK  
 E 1549

CONCEPTUAL  
 SITE PLAN  
 EXHIBIT

LA VISTA CITY CENTRE LOT 1, REPLAT 6  
 LA VISTA, NEBRASKA



ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE, ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND OBTAINING LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER
DATE 10/2/2024
PROJECT NUMBER
BOOK AND PAGE
SHEET
1 OF 1

I:\Projects\0121185\_VistaCity\_Centre\_City\_Centre\Drawings\0121185\_VistaCity\_Centre\_City\_Centre\_10/2/2024\_11:31:31 AM.dwg 10/2/2024 11:31:31 AM RANBY 10:52AM LAMP 01640020

**EXHIBIT II-3**

**ADDITIONAL SUBDIVIDER INFRASTRUCTURE IMPROVEMENTS**

- Public Improvements:  
Sidewalks, Sidewalk Landscaping, Street Furniture \$165,550
- Site Work: Site Utilities \$181,116
- Design of Public Infrastructure \$34,700

**CITY OF LA VISTA  
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
84 <sup>TH</sup> STREET REDEVELOPMENT AREA TAX INCREMENT FINANCING – PART OF MIXED USE REDEVELOPMENT PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve tax increment financing (TIF) and issuance of Tax Increment Revenue Note for paying a portion of the eligible costs of redeveloping the mixed use redevelopment project – 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

The incremental increase in ad valorem taxes on the redeveloped lot will be the only public funds used to repay the TIF notes.

**RECOMMENDATION**

Approve.

**BACKGROUND**

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area as amended (“Redevelopment Plan”) included a multi-year mixed use redevelopment project and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in multiple stages in the vicinity of 84<sup>th</sup> Street and Brentwood Boulevard (“Mixed Use Redevelopment Project”). The Agency in recommending the Redevelopment Plan conducted a cost-benefit analysis which included all stages. City Council in approving the Redevelopment Plan found that the Redevelopment Plan and Mixed Use Redevelopment Project, including all stages, satisfied applicable statutory requirements. The Agency and La Vista City Centre, LLC (“Redeveloper”) are parties to a redevelopment contract, as amended, for the Mixed Use Redevelopment Project and tax increment financing for all stages of such project (“Redevelopment Contract”). Redeveloper through an affiliated entity requests allocation of a portion of the amount of previously approved tax increment financing and issuance of a tax increment revenue note in connection with a particular stage of the Mixed Use Redevelopment Project as on file with the City Clerk and specified in the resolution presented with this agenda item. The resolution corresponds to redevelopment and related tax increment financing of Lot 1, La Vista City Centre Replat 6.

---

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

**OF THE**

**LA VISTA COMMUNITY DEVELOPMENT AGENCY**

**ADOPTED JANUARY 7, 2025**

**\$2,640,035**  
**TAX INCREMENT REVENUE NOTE**  
**(LA VISTA CITY CENTRE HOTEL PROJECT)**  
**SERIES 2025**

---

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

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE HOTEL PROJECT), SERIES 2025, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PROJECT; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS MADE BY THE AGENCY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO**

---

**WHEREAS**, the City of La Vista (the “City”) has established a community development agency (the “Agency”) under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the “Act”);

**WHEREAS**, the Act prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

**WHEREAS**, pursuant to the Act and upon the recommendation of the Planning Commission, the Redevelopment Area was previously declared to be blighted and substandard and in need of redevelopment pursuant to the Act;

**WHEREAS**, the Council previously adopted and the City has in place a comprehensive plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act;

**WHEREAS**, pursuant to the Act and upon the recommendation of the Agency and of the Planning Commission, the City Council approved the Redevelopment Plan for the Redevelopment Area, as amended by Amendment Nos. 1 through 4, and including a multi-year mixed use redevelopment project (the “Mixed Use Redevelopment Project”) and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in phases in the vicinity of 84<sup>th</sup> Street and Brentwood Boulevard;

**WHEREAS**, pursuant to the Act the Agency approved the Redevelopment Agreement, as amended, for the Mixed Use Redevelopment Project between the Agency and La Vista City Centre, LLC, a Nebraska limited liability company, and its affiliates, (together, the “Redeveloper”) and authorized the Redeveloper to undertake all phases of the Mixed Use Redevelopment Project, including the Project (hereinafter defined), and related tax increment financing within the Project Area (hereinafter defined) in accordance with the Act;

**WHEREAS**, the Redevelopment Plan and Agreement provide, among other things, that the Agency will issue debt to be secured by moneys in the TIF Revenue Fund for the purpose of paying a portion of the Project Costs (hereinafter defined) for the Project; and

**WHEREAS**, in connection with commencement of an additional phase of the Mixed Use Redevelopment Project, it is necessary, desirable, advisable, and in the best interest of the Agency to issue the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Hotel Project), Series

2025 (the “**Note**”), in the principal amount of \$2,640,035 to pay a portion of the Project Costs, to pay the costs of issuing the Note, and to be issued and secured in the form and manner as hereinafter provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, AS FOLLOWS:**

## **ARTICLE I**

### **DEFINITIONS**

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

“**Act**” means the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

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

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

“**Chair**” means the Chair of the Community Development Agency of the City of La Vista, Nebraska. The Chair shall be the Mayor of the City of La Vista unless otherwise designated by the governing body of the Agency.

“**City Administrator**” means the Administrator of the City, the interim or acting Administrator of the City, or the Administrator’s designee.

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

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

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

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

“**County**” means The County of Sarpy, in the State of Nebraska.

“**Cumulative Outstanding Principal Amount**” means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

“**Date of Original Issue**” means the date the Note is initially issued and delivered to the Purchaser.

“**Effective Date**” means the date determined pursuant to **Section 6.1** hereof.

“**Government Obligations**” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“**Mayor**” means Mayor of the City.

“**Note**” means the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Hotel Project), Series 2025, in an aggregate principal amount of \$2,640,035 authorized and issued pursuant to this Resolution.

“**Note Payment Date**” means December 15 of each year, beginning on the second December 15<sup>th</sup> after the Effective Date (which Note Payment Date is currently anticipated to be December 15, 2027, if the Effective Date remains January 1, 2026), (or such other periodic payment date or dates as may be approved and incorporated in the Note when issued, but not more frequently than semiannual payments) and ending after fifteen Note Payment Dates (currently anticipated to be December 15, 2041, if the Effective Date remains January 1, 2026).

“**Note Register**” means the books for the registration, transfer and exchange of the Note kept at the office of the City.

“**Permitted Investments**” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds and accounts referred to in **Section 5.1** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Nebraska, or any political subdivision of the State of Nebraska, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificate of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Nebraska.

“**Planning Commission**” means the Planning Commission of the City.

“**Project**” means that portion of the Mixed Use Redevelopment Project for Lot 1, La Vista City Centre Replat Six, and the improvements identified in **Exhibit B-2**, which shall be and is hereby determined to be a separate redevelopment project under the Act.

“**Project Area**” means that portion of the Redevelopment Area described on **Exhibit B-1**.

“**Project Costs**” means the costs attributable to the Project and to work on any “redevelopment project,” as defined in the Act, that may be paid through TIF Revenues and which the Agency has agreed to pay under the Redevelopment Agreement with respect to the Project and such other costs allowed under the Redevelopment Plan and the Redevelopment Agreement, including those identified in **Exhibit B-2**.

“**Project Fund**” means the fund by that name described in **Section 5.1** hereof.

“**Purchaser**” means the Redeveloper or such other party approved by the Chair of the Agency, as the original purchaser of the Note.

“**Record Date**” for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) of the calendar month first preceding such Note Payment Date.

“**Redeveloper**” means La Vista City Centre LLC, a Nebraska limited liability company, and its assignee with respect to the Project, City Centre Hotel, LLC, a Nebraska limited liability company.

“**Redevelopment Area**” means the 84<sup>th</sup> Street Redevelopment Area which the governing body of the City has found to be blighted and substandard pursuant to the Act.

“**Redevelopment Agreement**” means the Redevelopment Agreement, as amended, between the Agency and La Vista City Centre LLC, a Nebraska limited liability company, and City Centre Hotel, LLC as assignee of La Vista City Centre, LLC with respect to the Project Area.

“**Redevelopment Plan**” means the redevelopment plan approved by the City for the Redevelopment Area, as amended by Amendment Nos. 1 through 4.

“**Registered Owner**” or “**Note Owner**” when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

“**Resolution**” means this Resolution as from time to time amended in accordance with the terms hereof.

“**Secretary**” means the Secretary of the Agency. The Secretary shall be the City Clerk of La Vista unless otherwise designated by the Agency governing body.

“**State**” means the State of Nebraska.

“**TIF Revenue Fund**” means the fund by that name described by **Section 5.1** hereof.

“**TIF Revenues**” means the moneys received from the County attributable to the increase in the current equalized assessed valuation of taxable real property in the Project Area over and above the initial equalized assessed value of each such unit of property in the Project Area, all as determined in accordance with the Redevelopment Plan and the Act as in effect on the date the Note is issued.

## ARTICLE II

### AUTHORIZATION OF NOTE

**Section 2.1. Authorization of Note.** There is hereby authorized and directed to be issued a Note of the Agency, designated “Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Hotel Project) Series 2025,” in the principal amount of \$2,640,035, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

**Section 2.2. Description of the Note.** The Note shall be substantially in the form set forth in **Exhibit A** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 2.4** hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment as provided in **Article III**), and shall bear interest at the rate of 6.0% per annum, or such other rate of interest approved by the City Administrator or Chair.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

**Section 2.3. Consideration for the Note.** Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Evidence of payment of Project Costs shall be submitted to the City as such Project Costs are paid by or on behalf of the Purchaser. Prior to each Note Payment Date, evidence of payment of Project Costs submitted to the City shall be equal to or greater than the aggregate amount of principal and interest payments made on the Note.

Upon the third anniversary of the date of delivery of the Note to the Purchaser, if evidence of payment of total Project Costs submitted to the City is less than the original principal amount of the Note issued pursuant to this resolution, the principal amount of the Note shall be reduced so that the original principal amount of the Note issued pursuant to this Resolution is equal to the total Project Costs, and the Cumulative Outstanding Principal Amount of the Note reflected on the Note Register shall be reduced accordingly at such time. In the event of a delay in completion of the Project or payment of Project Costs, the City Administrator may extend such three-year deadline for delivery of evidence of payment of Project Costs in the discretion of the City Administrator. No notation, replacement or reissuance of the Note shall be necessary in the event of a reduction in principal amount of the Note under the provisions of this Section 2.3.

The records maintained by the Clerk shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

**Section 2.4. Method and Place of Payment of Note.** The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon earlier redemption; provided, however, if any interest on the Note is in default, the Note shall bear interest from the date to which interest has been paid.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the Agency written notice to the contrary.

**Section 2.5. Registration, Transfer and Exchange of Note.** The Agency covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the Agency in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the Agency.

The Agency may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and the Agency shall not be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Agency, the Note Register may be inspected and copied by any Registered Owner (or a designated representative thereof).

**Section 2.6. Execution, Authentication and Delivery of the Note.** Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers. The Chair and Secretary of the Agency are hereby authorized and directed to prepare and execute the Note. The Agency shall deliver the Note to the Purchaser upon satisfaction of conditions considered necessary and appropriate by the City Administrator and Chair.

**Section 2.7. Mutilated, Destroyed, Lost and Stolen Note.** If (a) any mutilated Note is surrendered to the Agency, or the Agency receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Agency such security or indemnity as may be required to save the Agency harmless, then, in the absence of notice to the Agency that such Note has been acquired by

a bona fide purchaser, the Agency shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Agency in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the Agency may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Agency) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Agency, and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Note.

**Section 2.8. Sale of Note.** The Sale of the Note to the Purchaser at a purchase price of 100% of the principal amount of the Note, in consideration for the Redeveloper paying Project Costs in an amount equal to or greater than the principal amount of the Note, is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with such terms of sale and satisfaction of conditions considered necessary and appropriate by the City Administrator and Chair.

**Section 2.9. Redemption of Note.** The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

**Section 2.10. Determination of Outstanding Principal Amount of Note.** Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. The Redeveloper may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.

### ARTICLE III

#### TERMS AND PAYMENT

**Section 3.1. Terms and Payment.** The Note shall be issued substantially in the form set forth in **Exhibit A**. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

On each Note Payment Date, an amount equal to all amounts then on deposit in the TIF Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the TIF Revenue Fund are insufficient to pay all of the principal of or interest on the TIF Indebtedness prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and Redeveloper without recourse of any kind to the Agency or the City.

The Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

## ARTICLE IV

### SECURITY FOR THE NOTE

**Section 4.1. Security for the Note.** The Note shall be a limited, special obligation of the Agency payable solely from and secured as to the payment of principal and interest, subject to the provisions of **Section 4.2**, by a pledge of the TIF Revenues and moneys in the Project Fund and no other moneys, revenues, funds or accounts. The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional or statutory provision, limitation or restriction. Payment of principal and interest on the Note shall be subject to reduction as described in Section 2.3 of this Resolution.

**Section 4.2. Pledge of Certain Funds.** The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the TIF Revenue Fund and the Project Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

**Section 4.3. No Recourse.** Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note nor the Redeveloper shall have any recourse of any kind against the Agency or the City in the event of that the TIF Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

## ARTICLE V

### CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

**Section 5.1. Creation of Funds and Accounts.** There are hereby created and ordered to be established within the treasury of the City the following separate funds and accounts:

- (a) City of La Vista, Nebraska, La Vista City Centre Hotel Project TIF Revenue Fund 2025 (the “**TIF Revenue Fund**”).
- (b) City of La Vista, Nebraska, La Vista City Centre Hotel Project Fund 2025 (the “**Project Fund**”).

Such funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City. The TIF Revenue Fund and the Project Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

**Section 5.2. Deposit of Note Proceeds.** Any cash or monies received in exchange for the sale and delivery of the Note shall be deposited in the Project Fund.

**Section 5.3. Application of Moneys in the Project Fund.** Moneys in the Project Fund shall be used solely for the purpose of paying the Project Costs and the costs and expenses incident to the issuance of the Note.

## ARTICLE VI

### DIVISION OF TAXES AND APPLICATION OF REVENUES

**Section 6.1 Division of Taxes.** The effective date for the division of taxes with respect to the Project Area is hereby determined to be January 1, 2026, with taxes to be divided for a period of fifteen (15) years from and after such effective date. Notwithstanding the foregoing, the Mayor and City Administrator may agree with the Redeveloper to delay the effective date to January 1, 2027, upon request of Redeveloper.

**Section 6.2. TIF Revenue Fund.** The moneys in the TIF Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The TIF Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the TIF Revenue Fund shall be expended and used for the sole purpose of paying costs of issuance of the Agency and City and then paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in **Section 3.1**.

## ARTICLE VII

### DEPOSIT AND INVESTMENT OF MONEYS

**Section 7.1. Deposit of Moneys.** Moneys in each of the funds and accounts created by and referred to in this Resolution and held by the Agency or the City shall be continuously and adequately secured as provided by the laws of the State and invested only in Permitted Investments.

**Section 7.2. Investment of Moneys.** All earnings on any investments held in any fund shall accrue to and become a part of such fund.

## ARTICLE VIII

### ADDITIONAL NOTE

**Section 8.1. Additional Note.** The Agency covenants and agrees that so long as the Note remains outstanding, the Agency will not issue any additional bonds, notes or debt payable from the TIF Revenue Fund or the Project Fund or any part thereof without the prior written consent of the Registered Owner.

## ARTICLE IX

### DEFAULT AND REMEDIES

**Section 9.1. Acceleration of Maturity Upon Default.** The Agency covenants and agrees that if it defaults in the payment of the principal of or interest on the Note as the same becomes due on any Note Payment Date, then, at any time thereafter and while such default continues, the Registered Owner may by written notice to the Agency filed in the office of the Clerk or delivered in person to said Clerk, declare the principal of the Note then outstanding to be due and payable immediately, and upon any such declaration the Note shall become and be immediately due and payable, anything in this Resolution or in the Note contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said outstanding Note has been so declared to be due and payable, all arrears of interest upon all of said Note, except interest accrued but not yet due on such Note, and all arrears of principal upon all of said Note has been paid in full and all other defaults, if any, by the Agency under the provisions of this Resolution and under the provisions of the statutes of the State of Nebraska have been cured, then and in every such case the Registered Owner shall, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon. Notwithstanding the foregoing, failure by the Agency to pay any amounts due as principal or interest on any Note Payment Date that are in excess of the amounts available therefor in the TIF Revenue Fund shall not be deemed a default.

**Section 9.2. Remedies.** The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Agency and the Registered Owner. Subject to the limitations set forth in **Section 9.3**, the Registered Owner shall have the following rights:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the Agency and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the Agency, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

**Section 9.3. Remedies Cumulative.** No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the Agency and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all

rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 10.1. Amendments.** The rights and duties of the Agency and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the Agency with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument shall be filed with the Clerk.

Without notice to or the consent of the Registered Owner, the Agency may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the Agency amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the Agency, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

**Section 10.2. Payments Due on Days Other Than Business Days.** In any case where the date of maturity of principal or interest on the Note or the date fixed for prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

**Section 10.3. Notices, Consents and Other Instruments by Registered Owner.** Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Agency with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

**Section 10.4. Further Authority.** The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

**Section 10.5. Severability.** If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

**Section 10.6. Governing Law.** This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

**Section 10.7. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

*[This portion of the page intentionally left blank]*

**PASSED AND APPROVED THIS 7th DAY OF JANUARY 2025, BY THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY**

(Seal)

ATTEST:

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Chair

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Secretary

**EXHIBIT A**  
**[FORM OF NOTE]**

**This Note may be transferred only to a bank, other financial institution or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933).**

**Registered  
No. 1**

**Registered  
\$2,640,035  
(subject to reduction as described herein)**

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA**

**CITY OF LA VISTA, NEBRASKA  
ACTING AS THE  
COMMUNITY DEVELOPMENT AGENCY**

**TAX INCREMENT REVENUE NOTE  
(LA VISTA CITY CENTRE HOTEL PROJECT)  
SERIES 2025**

**Interest Rate**

**Maturity Date**

**Issue Date**

\_\_\_%

As Provided Herein

\_\_\_\_\_, 2025

**REGISTERED OWNER:     CITY CENTRE HOTEL, LLC**

**PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO**

*All capitalized terms used in this Note and not otherwise defined herein shall have the meanings set forth for such terms in the resolution authorizing the issuance of this Note adopted by the Agency on January 7, 2025 (the “**Resolution**”).*

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA**, a municipal corporation and political subdivision of the State of Nebraska (the “**Agency**”), acting as a community development agency pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, for value received, hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on December 15, 2041, if the Effective Date remains January 1, 2026, or on December 15, 2042, if the Effective Date is changed to January 1, 2027, (the “**Maturity Date**”) (or earlier as hereinafter referred to), the Principal Amount, without need for presentation or surrender, at the office of the registrar and paying agent herefor, the Clerk of the City of La Vista, Nebraska (the “**Registrar**”), and in like manner to pay interest on the outstanding principal amount at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable annually on December 15 of each year until payment in full of such Principal Amount, beginning the second December 15<sup>th</sup> after the Effective Date, by check or draft mailed to the Registered Owner hereof as shown

on the bond registration books maintained by the City Clerk on the 15<sup>th</sup> day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

Interest shall be due and payable on December 15 of each year, beginning on the second December 15<sup>th</sup> after the Effective Date, and ending on the final maturity hereof. Payments are to be applied first to interest due and the remainder to principal. The principal and interest payable on this Note on any payment date shall be paid to the person in whose name this Note is registered at the close of business on the 15<sup>th</sup> day (whether or not a business day) of the calendar month first preceding such payment date (a) by check or draft mailed by the Agency to such Registered Owner, or (b) by electronic transfer to such registered owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to such record date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed. The principal of and interest on this Note shall be payable in lawful money of the United States of America.

This Note is a duly authorized Note of the Agency designated "Tax Increment Revenue Note (La Vista City Centre Hotel Project), Series 2025." The Note is being issued for the purpose of paying a portion of the Project Costs in connection with the Project that is the subject of the Redevelopment Agreement between the City and La Vista City Centre, LLC, and paying costs related to the issuance of the Note, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, including particularly the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended, and pursuant to the Resolution. This Note has been issued by the Agency to aid in financing a redevelopment project, as such term is defined in the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

The records maintained by the City Clerk as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the outstanding principal amount of this Note for all purposes. The original stated principal amount of this Note and the Outstanding Principal Amount is subject to reduction as described in **Section 2.3** of the Resolution, and no replacement note need be issued in the event of such reduction.

At its option, the Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind. The Note is subject to redemption and payment in accordance with the terms and conditions as set forth in the Resolution.

The Note is a special obligation of the Agency payable solely from and secured as to the payment of principal and interest by a pledge of (a) TIF Revenues deposited in the TIF Revenue Fund, and (b) moneys in the Project Fund, all as more fully provided in the Resolution.

The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Resolution for a description of the covenants and agreements made by the Agency with respect to the collection, segregation and application of the TIF Revenues to pay the Note, the nature and extent of the security for the Note, the rights, duties and obligations of the Agency with respect thereto, and the rights of the Registered Owner thereof.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the TIF Revenues pledged to the payment of the principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Agency, the City and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution.

This Note is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

This Note may be transferred and exchanged only upon the Note Register as provided in the Resolution. This Note is transferable only to banks, other financial institutions or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933) and only upon the execution by such transferee of an investment letter substantially in the form attached to the Resolution. Upon surrender hereof at the principal office of the Agency, the Agency shall transfer or exchange this Note for a new Note of the same maturity and in the same principal amount as the principal amount outstanding on this Note at such time. The Agency may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Agency.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Note, provision has been duly made for the collection and segregation of the TIF Revenues and for the application of the same as hereinbefore provided.

**IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA,** has executed this Note.

**COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF LA VISTA, NEBRASKA**

This Note is the Note of the issue described in the within-mentioned Resolution.

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

Registration Date: \_\_\_\_\_, 2025

ATTEST:  
By: \_\_\_\_\_  
Secretary

**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints agent to transfer the within Note on the books kept by the City for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
[Name of Eligible Guarantor Institution (as defined by SEC Rule 17Ad-15 (12 CFR 240.17Ad-15) or any similar rule which the City deems appropriate)]

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

*[The remainder of this page intentionally left blank]*

**EXHIBIT B-1**

**BOUNDARY DESCRIPTION OF THE PROJECT AREA**

The Project Area shall include all real property that is (1) within the boundaries described as follows and (2) also situated within the corporate limits of the City, and no other real property:

Lot 1, La Vista City Centre Replat Six, in the City of La Vista, Sarpy County, Nebraska

**EXHIBIT B-2**

**DESCRIPTION OF PROJECT COSTS**

All eligible costs payable from the proceeds of TIF Indebtedness pursuant to the Act including, without limitation, the following:

<b><u>Description</u></b>	<b><u>Estimated Costs</u></b>
Land and Structures	\$3,485,000
Public Improvements (Sidewalks, landscape, street furniture)	165,550
Site Utilities	181,116
TIF Capitalized Interest	175,535
Contractor Fee	1,105,920
Contingency	1,400,000
Design – Architecture and Engineering	415,000
Developer Fee	1,200,000
Other costs as allowed under the Act	

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE SOUTHPORT-WEST TRAIL PAPIO CONNECTOR GRANT APPLICATION METROPOLITAN AREA PLANNING AGENCY(MAPA)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSOCIATE CITY PLANNER

**SYNOPSIS**

A resolution has been prepared authorizing the submittal of a grant application to the Metropolitan Area Planning Agency for funding assistance for the design and construction of the Southport-West Papio Connector pedestrian bridge and trail segment.

**FISCAL IMPACT**

The grant application is for funding assistance in future years. If awarded, a request for the required local match will be proposed in future CIP and budget requests.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A resolution has been prepared for Council to express support and authorize the submittal of a grant application for funding assistance for the design and construction of the Southport-West Papio Connector in 2029. The Metropolitan Area Planning Agency (MAPA) has an open call for projects to solicit grant proposals for funding from the Federal Highway Administration through the regional Transportation Alternatives Program (TAP) and Carbon Reduction Program (CRP) with an application deadline of January 17, 2025.

The Southport-West Papio Connector project would include a pedestrian and trail bridge from the heavily trafficked West Papio Trail over the West Papio Creek between Interstate-80 and Harrison Street, and a short trail segment to connect with the CHI Multisport Complex and the rest of Southport East. This project received a large amount of public support and was identified as a priority project through the City’s Active Mobility Plan.

There is currently no means of accessing Southport East or Southport West via a sidewalk or trail from the rest of La Vista. With many entertainment and commercial offerings that have a regional draw, there is desire from La Vista residents and visitors to be able to access the area safely with alternative modes of transportation. This project will improve safety for these users and promote economic development in the area.

The attached sketch shows the proposed project location.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA FOR THE GRANT APPLICATION TO THE METROPOLITAN AREA PLANNING AGENCY FOR FUNDING ASSISTANCE TO DESIGN AND CONSTRUCT THE WEST PAPIO SOUTHPORT CONNECTOR.

WHEREAS, the City of La Vista recognizes the importance of providing safe and accessible pedestrian infrastructure to promote active transportation, community connectivity, and public health; and

WHEREAS, the proposed pedestrian bridge and trail improvements will address critical connectivity gaps, provide enhanced recreational and economic development opportunities, and align with the City's Comprehensive Development Plan and Active Mobility Plan; and

WHEREAS, the Metropolitan Area Planning Agency (MAPA) has an open call for projects to solicit grant proposals for funding from the Federal Highway Administration through the regional Transportation Alternatives Program and Carbon Reduction Program;

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby support the submission of a grant application to MAPA for funding assistance to develop the pedestrian bridge and trail improvements as part of the West Papio Southport Connector.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

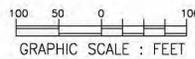
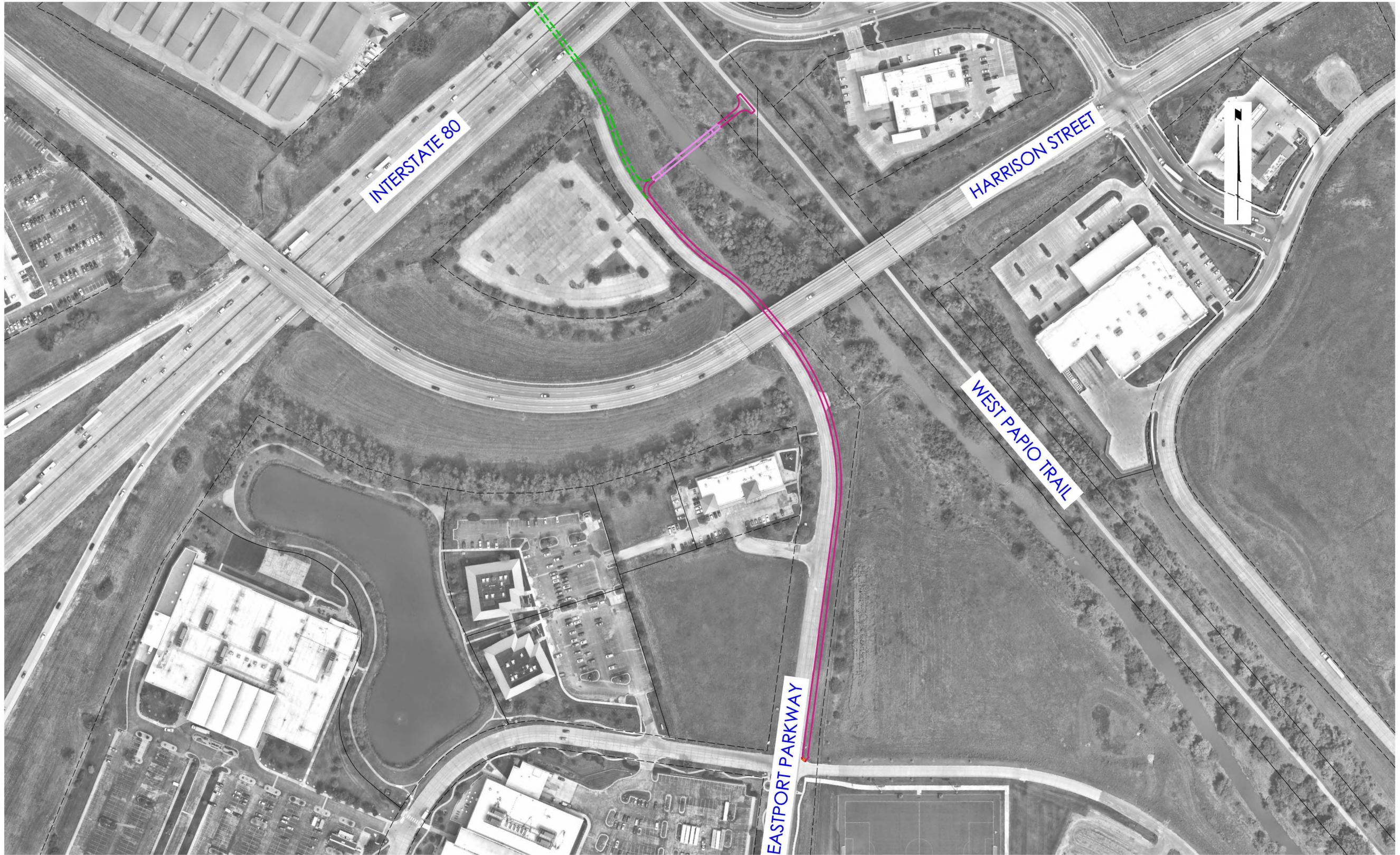
CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk

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DATE PLOTTED: 2/7/2024 11:30 AM DRAWN BY: XXX PLOT SCALE: 1:1



**benesch**  
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Omaha, NE 68118  
(402) 333-5792  
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**CITY OF LA VISTA**  
**ACTIVE MOBILITY PLAN**  
**PROPOSAL 3**

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT – SANITARY IMPROVEMENT DISTRICT #104	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve an interlocal cooperation agreement with Sanitary Improvement District #104 (Millard Highlands South/Millard Highlands South II) to authorize the City to perform the permitting and regulation of communications facilities and construction activity in rights of way within SID #104, within the City of La Vista's extraterritorial zoning jurisdiction.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City has received requests from utility providers to install communications facilities within the right of way in SID #104 which is located within the City's ETJ and is planned to be annexed into the City in the future. Staff recommends the permitting arrangement and execution of the interlocal agreement to ensure that the construction activity adheres to the right of way requirements, construction standards, and procedures of the City. The interlocal agreement also authorizes the City to receive revenues in connection with the private uses of street right of way or public property of the SID to offset the expenses related to the permitting and oversight.

A copy of the proposed interlocal agreement signed by SID #104 is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LA VISTA AND SANITARY IMPROVEMENT DISTRICT #104 FOR PERMITTING OF UTILITY INSTALLATION PERMITS FOR COMMUNICATION FACILITIES IN THE RIGHT OF WAY.

WHEREAS, the City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties in connection with communications lines, equipment and improvements; and

WHEREAS, SID #104 and City determine that it is necessary, desirable and appropriate to also control private uses in connection with communications facilities of the SID in a uniform, consistent, and orderly manner and for the purpose of reducing potential adverse impacts of private uses onto the public's interest in such right-of-way or public property; and

WHEREAS, the City and SID #104 determine that the City is better positioned to provide such control of private uses with respect to street right-of-way or public property of the SID; and

WHEREAS, the City and SID #104 are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., to enter into this agreement with each other;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal agreement between the City of La Vista and Sanitary Improvement District #104 is hereby approved in form and content submitted with this resolution, subject to any additions, subtractions, or changes as the City Administrator or any designee of the City Administrator determines necessary or appropriate in consultation with the City Attorney, and that the Mayor or any designee of the Mayor is hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into on the last date below written, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 104 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID ") and the CITY OF LA VISTA, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as the "City").

1. The parties make and agree to the following findings and determinations.

a. City is a city of the first class duly formed and organized in the State of Nebraska, pursuant to, and having such powers and purposes as specified by applicable Nebraska law, including without limitation chapters 16, 18 and 19 of the Nebraska Revised Statutes.

b. SID is a sanitary and improvement district within the City's extraterritorial zoning jurisdiction duly formed and organized in the State of Nebraska, pursuant to, and having such powers and purposes as specified by applicable Nebraska law, including without limitation chapter 31 of the Nebraska Revised Statutes, and included within its boundaries, as set forth in the plat filed with the Sarpy County Register of Deeds in Book 6 Page 73 is street right-of-way and other public property for the use, enjoyment and welfare of the general public.

c. While recognizing potential use of public right-of-way for communications lines, equipment or improvements, SID and City desire and agree that street right-of-way and other public property of the City or SID must remain open and available for use, enjoyment and welfare of the general public. For purposes of this Agreement right-of-way or property "of" the SID or City means any interests in or to real property within the boundaries of the SID or City that the SID or City owns, holds or controls, or improvement thereon or thereof.

d. City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties ("Private Uses") in connection with communications lines, equipment and improvements ("Communications Facilities"). SID and City determine that it is necessary, desirable and appropriate to also control Private Uses in connection with Communications Facilities of the SID, in a uniform, consistent and orderly manner and for the purpose of reducing potential adverse impact of Private Uses on or to the public's interests in such right-of-way or public property, including without limitation adverse impacts on use and enjoyment of street right-of-way by the general public; and

e. The parties determine that the City is better positioned to provide such control of Private Uses with respect to street right-of-way or public property of the SID, and that doing so shall provide uniformity and consistency within the City and SID with respect to such Private Uses.

f. City and SID are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq., to enter into this Agreement with each other so as to make the most efficient

use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

g. The City and SID wish to enter into an agreement for the City to control Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities in such manner and in accordance with such laws, rules, regulations, policies, procedures, agreements, permits and requirements as the City adopts, approves or otherwise determines from time to time, and find that entering such an agreement is in the common interests of both parties and their residents.

2. No Administrative Entity. There will be no (a) separate legal or administrative entity created to administer this Agreement, (b) financing or separate budget, (c) property that must be disposed of upon partial or complete termination, or (d) taxes authorized pursuant this Agreement. City will budget and pay costs and expenses, and receive revenues, in connection with Private Uses of street right-of-way or public property of the SID pursuant to this Agreement.

3. Right of Way Use. The City at its cost shall control Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities in such manner and accordance with such laws, rules, regulations, policies, procedures, agreements, permits and requirements as the City adopts, approves or otherwise determines from time to time, which shall among other things require contractors while working within street right-of-way to use commercially reasonable efforts to avoid unnecessary boring, excavation, debris, materials or equipment within such street right-of-way, and upon completion of such work to restore such street right-of-way to the condition that existed immediately before such work began, permitted Communications Facilities excepted. City shall have and be authorized to exercise all rights, powers and authority of City or SID under applicable laws, policies, rules, regulations or requirements, as enacted, adopted or modified from time to time, in connection with this Agreement. Without limiting the immediately preceding sentence:

a. All applicable laws, rules, regulations, policies, procedures, agreements, permits and requirements of the City from time to time with respect to Private Uses of street right-of-way or public property of the City in connection with Communications Facilities also shall apply to Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities; and

b. With respect to any Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities, City shall be authorized (i) to specify and require such applications, plans, specifications, maps, information, documentation, certifications, security, reviews, approvals and other requirements, (ii) to require, negotiate, approve, execute, enter, issue, deliver and enforce such agreements or permits, subject to any conditions as the City determines necessary or appropriate, (iii) to require, impose, collect and retain such fees, rents, costs, expenses or other amounts in connection with Private Uses as the City determines from time to time, which City in its discretion may elect to offset

against current or future costs and expenses connected with this Agreement, and (iv) to take any other actions as City in its discretion determines necessary or appropriate.

4. Records. The City shall maintain records with respect to Private Uses of street right-of-way or other public property of the SID in connection with Communications Facilities, and SID, at its sole cost and expense, shall have the right to audit and review such records at any reasonable time.

5. Duration. This Agreement shall begin upon execution by both parties and shall continue in effect for twenty (20) years; provided, however, this Agreement shall automatically renew thereafter for successive additional terms of one year (each a "Renewal Term") unless either party provides the other written notice of nonrenewal at least thirty days before the first day of any Renewal Term; and provided, further that this Agreement shall continue in effect for so long as any agreement or permit of the City is in effect with respect to any Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities. Notwithstanding anything in this Agreement to the contrary, this Agreement automatically shall terminate without any notice or action required of any party with respect to any part of the SID annexed by the City, effective immediately before such annexation is effective.

6. Appointment of Administrators. Legal counsel of the SID, or any designee of legal counsel or the Trustees of the SID, shall administer this Agreement on behalf of the SID, and the Building Inspector or City Engineer of the City, or any designee of the Mayor or City Administrator, shall administer this Agreement on behalf of the City. Administrators each shall be authorized to take all actions on behalf of the respective parties, unless the administrator determines that approval of the governing body of the party is required.

7. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat § 48-1122, all parties to this Agreement agree that neither they nor any of their subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

8. Entire Agreement. This Agreement contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement. The recitals at the beginning of this Agreement are an integral and important part hereof and are incorporated herein.

**[Remainder of Page Left Intentionally Blank; Execution Page Follows.]**

Executed by the City of La Vista, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF LA VISTA, NEBRASKA

BY: \_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Rachel D. Carl  
City Clerk

Executed by Sanitary and Improvement District No. 104 of Sarpy County, this 1st day of May, 2024.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 104 OF SARPY COUNTY, NEBRASKA

BY: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
NDOT PROGRAM AGREEMENT THOMPSON CREEK TRAIL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute a Program Agreement with Nebraska Department of Transportation (NDOT) for construction of a hiking/biking trail along Thompson Creek in an amount not to exceed \$382,200.

**FISCAL IMPACT**

The FY25/FY26 Biennial Budget provides funding for this project. The project funding is 80% from federal funds and 20% from local funds.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City of La Vista submitted the Thompson Creek Trail Project for federal aid through the MAPA Transportation Improvement Program and was successful in getting the project included.

The project consists of constructing a 10 foot wide, 6-inch thick concrete hiking/biking trail along Thompson Creek from the end of the existing Keystone Trail at S. 69<sup>th</sup> St. and James Ave. to the trail connection in Central Park at Edgewood Blvd.

Design, NEPA and right-of-way phases are anticipated in Federal fiscal years 2025 and 2026. Construction is scheduled for Federal fiscal year 2027 or later depending upon the progress of the design, NEPA and right of way phases.

(La Vista CN 22977 Project TAP-77(76))

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) FOR CONSTRUCTION OF A HIKING/BIKING TRAIL ALONG THOMPSON CREEK IN AN AMOUNT NOT TO EXCEED \$382,200.00.

WHEREAS, City of La Vista is proposing a transportation project for which it would like to obtain Federal funds; and

WHEREAS, City of La Vista understands that it must strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, City of La Vista and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska that Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the Program Agreement between the City of La Vista and the NDOT. The City of La Vista is committed to providing local funds for the project as required by the Project Program Agreement.

NDOT Project Number: TAP-77(76)  
NDOT Control Number: 22977  
NDOT Project Name: Thompson Creek Trail, La Vista

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk

## LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS

CITY OF LAVISTA, NEBRASKA  
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
PROJECT NO. TAP-77(76)  
STATE CONTROL NO. 22977  
THOMPSON CREEK TRAIL, LAVISTA

**THIS AGREEMENT** is between the City of LaVista, Nebraska, a local public agency ("LPA"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, certain routes in LPA 's jurisdiction have been designated as being eligible for Transportation Alternative Program (TAP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

**WHEREAS**, TAP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

**WHEREAS**, the Federal share payable on any portion of a TAP project will be a maximum of 80 percent of the eligible and participating costs; LPA's share will be the remaining 20 percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs, and

**WHEREAS**, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to State, and

**WHEREAS**, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

**WHEREAS**, State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

**WHEREAS**, LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

**WHEREAS**, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

**WHEREAS**, LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

**WHEREAS**, if LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

**WHEREAS**, State and LPA agree that State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use, and

**WHEREAS**, State will be responsible for paying directly LPA's construction contractor, preliminary and construction engineering providers, and may pay directly other services providers when specified in subsequent agreements, and

**WHEREAS**, State's role is only federal funding eligibility, including providing quality assurance to ensure FHWA on LPAs behalf that the project is designed, constructed and managed according to federal rules and regulations. State will coordinate with LPA on federal funding issues on behalf of LPA, and

**WHEREAS**, Federal Regulations provide that LPA shall not profit or otherwise gain from local property assessments that exceed LPA's share of project costs, and

**WHEREAS**, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

**WHEREAS**, the total cost of the project, is currently estimated to be \$1,911,000.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

**WHEREAS**, LPA's share of the total project costs is estimated to be \$382,200.00. LPA's share may include both in kind services and a local match. LPA's local match is estimated to be \$382,200.00. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. These costs may increase or decrease due to variations between the estimated and actual project costs, and

**WHEREAS**, the project is described as follows:

This project would establish an east/west pedestrian and bicycle connection from the existing Keystone trail head at S. 69th St. to Central Park.

**WHEREAS**, LPA desires that this project, the location of which is shown on attached **Exhibit "A"**, be developed and constructed under the designation of Project No. TAP-77(76) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of the LPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as **Exhibit "B"** and incorporated herein by this reference.

**NOW THEREFORE**, in consideration of these facts, LPA and State agree as follows:

#### **SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following definitions will apply:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

“**FHWA**” means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

“**LPA**” means Local Public Agency that is sponsoring a Federal-Aid transportation project.

“**NEB. REV. STAT.**” means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

“**OMB**” means the Federal Office of Management and Budget.

“**FULL-TIME PUBLIC EMPLOYEE**” means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to State in advance, that employee’s non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

“**PUBLIC EMPLOYEE**” for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

“**RESPONSIBLE CHARGE**” or “**RC**” means the public employee or elected official who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during and after construction. The RC is the day-to-day project manager, and LPA’s point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents LPA’s interests in the delegated technical tasks.

“**STATE**” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

“**STATE REPRESENTATIVE**” means an individual from the Nebraska Department of Transportation District Office assigned to the project, who will perform State’s federal funding eligibility duties under this Agreement.

## **SECTION 2. DURATION OF THIS AGREEMENT (2-25-14)**

**2.1 *Effective Date*** --This Agreement is binding on the date it is fully executed by State.

**2.2 *Renewal, Extension or Amendment*** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.

**2.3 *Identifying Date*** – For convenience, this Agreement’s identifying date will be the date State signed the Agreement.

**2.4 *Duration***– This Agreement will expire upon completion of LPA’s Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long

term activities of LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.

- 2.5 Termination** -- Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

### **SECTION 3. PURPOSE OF AGREEMENT**

- 3.1 LPA wishes to obtain Federal-aid funding for a transportation project on a street, highway, road, trail or other transportation related facility under LPA's jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project but will provide Federal funding for eligible and participating project costs through State. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. The purpose of this Agreement is to set forth the understanding of LPA and State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this Agreement, LPA shall continue to have all duties concerning any aspect of project management, planning, design, construction, operation and maintenance. Nothing in this Agreement shall be construed to create any duty of State to LPA concerning such matters. LPA further agrees that LPA shall have no claim or right of action against State under this Agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this Agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.
- 3.2 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements and the perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to develop this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.

### **SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS**

- 4.1 LPA hereby designates Jeff Calentine as the RC for this project.
- 4.2 Duties and Assurances of LPA concerning its designated RC for this project.
- 4.2.1 LPA understands the duties and responsibilities of LPA and RC as outlined in LPA Guidelines Manual for Federal-Aid Projects.
- 4.2.2 LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.

- 4.2.3 The RC is a full-time public employee or elected official of LPA, or a full-time employee of another entity as defined in "Public Employee" above.
- 4.2.4 LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that State must meet under 23 CFR 635.105.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer, the LPD Project Coordinator, and State District Representative; after such notification, LPA shall replace the RC no later than ten calendar days or sooner if possible. With advance written approval by State, LPA may use a Provisional RC in accordance with State's Provisional RC Policy.
- 4.2.6 LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to environmental or maintenance. LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that LPAFHWA finds that the project is ineligible for Federal funding, LPA will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.
- 4.2.7 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and State's perceived priority of this project with other projects competing for limited federal-aid funds.
- 4.2.8 The Parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in State of Nebraska or a person under direct supervision of a professional engineer licensed in State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

**SECTION 5. FEDERAL AID PROJECT REQUIREMENTS**

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

**5.1 The Applicable Legal and Contract Requirements.**

- a. The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
- b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the applicable provisions of Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address:  
<https://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event LPA believes that The Manual does not clearly address a particular aspect of the project work, LPA shall seek guidance or clarification from State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

**5.2 Federal Oversight.**

If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of LPA to understand the additional requirements and ensure that State and FHWA are provided timely notice for additional oversight and approvals.

**SECTION 6. FEDERAL AWARD IDENTIFICATION.**

6.1 The following identifying, and other information applies to this Federal-aid project, is included as required by 2 CFR § 200.332 and LPA may be required to report this information is a part of a single audit be required to report this information is a part of a single audit because of receipts of these funds for this project.

- a) Subrecipient name **LAVISTA CITY OF**
- b) Subrecipient Unique Entity Identifier (UEI) Number **HJCPFAFGJMK3**
- c) Federal Award Identification Number (FAIN) **N/A**
- d) Federal Award Date **October 22, 2024**
- e) Period of Performance (Grant start and end date) **10/22/2024-10/22/2029**
- f) Budget Period Start and End Date; **10/22/2024-10/22/2029**
- g) Amount of Federal Funds Obligated by this action; **NA**
- h) Total Amount of Federal Funds Obligated; **NA**
- i) Total Approved Cost Sharing or Matching, where applicable; **\$382,200**
- j) Total Amount of the Federal Award including approved Cost Sharing or Matching; **\$1,911,000**
- k) Budget Approved by the Federal Awarding Agency; **\$1,528,800**
- l) Federal award description, (to comply with statutory requirements (e.g., FFATA));  
**Construction**

- m) Name of Federal awarding agency and contact information for awarding official, **U.S. Department of Transportation, Federal Highway Administration**, grantee **Nebraska Department of Transportation** and contact information for awarding official **Wayne Fedora, Division Administrator, [R.Wayne.Fedora@dot.gov](mailto:R.Wayne.Fedora@dot.gov)**
- n) Assistance Listings Number and Title; **CFDA 20.205 Highway Planning and Construction**
- o) Identification of whether the award is R&D; and **N/A**
- p) Indirect cost rate for the Federal award (including if the de minimis rate is charged per [§ 200.414](#)). **NA**

## **SECTION 7. SCHEDULE**

In order to retain federal funding for this project, LPA shall cause the project to move promptly through all project stages to meet the targeted letting date. LPA shall coordinate with State concerning the progress of the project and notify State of any issues that will affect the project schedule. Failure of LPA to properly advance the project or meet project deadlines may result in suspension or termination and loss of federal funding for this project. See SECTION 19.

SUSPENSION OR TERMINATION.

## **SECTION 8. PROCUREMENT OF PROFESSIONAL SERVICES**

### **8.1 Engineering Services**

LPA shall procure engineering services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Engineering services include, but are not limited to; planning studies, preliminary engineering, environmental activities, Right-of-Way design, construction engineering, or architectural services.

### **8.2 Right-of-Way Services**

LPA shall comply with State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual" for the procurement of Right-of-Way services for property acquisition appraisals, appraisal reviews, negotiations, and relocation assistance.

## **SECTION 9. COORDINATING PROFESSIONAL**

If LPA's project involves more than one licensed professional engineer or architect, LPA will designate a Coordinating Professional for this project, as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). LPA will notify State in writing of such designation prior to commencement of professional services. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. LPA's failure to provide written notice to State under this section may result in the costs of previous professional services being declared ineligible for reimbursement or other sanctions allowed by law or both.

## **SECTION 10. DEVELOPMENT OF THE PROJECT**

LPA shall be responsible for all stages of the development and construction of this Federal-aid project. The stages of LPA's project may include all or any of the following services: environmental, design, right-of-way, utilities, railroad, and construction. This Agreement, in conjunction with the LPA Guidelines Manual, will define the responsibilities and actions required by LPA for each of these applicable services.

## **SECTION 11. ENVIRONMENTAL RESPONSIBILITY**

### **11.1 NEPA**

11.1.1 LPA must comply with the National Environmental Policy Act (NEPA) and all applicable federal, state and local environmental requirements because this project is federally funded. Therefore, prior to letting the project, LPA shall be responsible for (1) completing all environmental reviews, (2) obtaining permits and approvals. Additionally, LPA shall be responsible for meeting all environmental commitments during and after the construction of the project.

11.1.2 Prior to appraising property, acquiring right-of-way, or final design for the project, LPA shall receive approval by State and the FHWA of one of the following: (1) Categorical Exclusion, (2) Environmental Assessment - Finding of No Significant Impact, (3) Environmental Impact Statement - Record of Decision.

11.1.3 Public involvement must be held in accordance with State's "Pursuing Solutions Through Public Involvement" located at: <http://www.transportation.nebraska.gov/docs/public-involvement.pdf>. When the NEPA process requires public involvement, LPA shall conduct necessary location or design hearings or combined location and design public hearings. State Local Projects, Project Coordinator is available to assist LPA in determining what public involvement efforts are required based upon NEPA and public sensitivities.

### **11.2 Municipal Separate Storm Sewer System (MS4) Program**

If LPA's project is within an area that is subject to the federal Storm Water Phase II Regulatory Requirements of 40 CFR 122.34 (b), then LPA or the project consultant will design, construct and maintain, as a part of this project, water quality facilities as required by LPA's National Pollutant Discharge Elimination system (NPDES) permitted Municipal Separate Storm Sewer System (MS4) program. If LPA does not have an active construction storm water management and post construction storm water management program, LPA or the project consultant shall follow the State MS4 program.

## **SECTION 12. DESIGN**

### **12.1 Preparation of Plans, Specifications, and Estimates**

LPA will develop project plans, specifications, and estimates sufficient for a bid letting. This work may be accomplished by LPA or a consultant selected by LPA following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using States' standard template agreement. Any work performed prior to

execution of said agreement, Federal authorization of funding, and receipt of a Notice to Proceed will not be eligible for Federal-aid. All plans, specifications, and estimates must be submitted to State for review and comment for federal funding eligibility.

## **12.2 Professional Performance**

It is understood by the Parties that LPA is solely responsible for the professional performance and ability of LPA and the project consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by State, or acceptance or use of the work product of LPA or the project consultant(s) will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of LPA and the project consultant(s) which would relieve LPA from any expense or liability that would be connected with LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by LPA for the project.

## **SECTION 13. RIGHT-OF-WAY**

### **13.1 Governing Documents**

The Federal law governing acquisition of additional property rights and relocation on federally assisted projects is found in 23 CFR Part 710, and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act (49 CFR Part 24). The LPA shall comply with 23 CFR part 710, the Uniform Act, State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual".

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** State's Relocation Assistance Act, Neb. Rev. Stat. §§ 76-214 to 76-1238 applies on all projects.

### **13.2 Costs**

Any eligible actual Right-of-Way costs incurred by LPA shall be billed to State for reimbursement in accordance with the SECTION 18. FINANCIAL RESPONSIBILITIES in this Agreement.

### **13.3 Encroachments**

Federal law requires that the right-of-way for a Federal-aid project must be dedicated exclusively to the transportation use for which the project is to be constructed. State will not advertise for, or hold, a bid letting for LPA's project until the existing ROW has been cleared of all encroachments. LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. LPA agrees to take all necessary actions, including but not limited to (1) bringing appropriate legal proceedings to remove encroachments if the owner has no right to occupy the public ROW, (2) to acquire and pay for the removal of encroachments when the owner's right to occupy public ROW is clear, or (3) to litigate or otherwise resolve all disputed claims to State's satisfaction at LPA's sole cost. LPA understands that after the project is completed, LPA shall keep the project ROW free of future public or private encroachments or uses. LPA shall

communicate regularly with State about the status of LPA's efforts to remove all encroachments identified on the project

#### **13.4 Land Corners**

LPA shall fully cooperate with State and the project consultants to locate and reference<sup>7</sup> or have located and referenced all section corners, quarter section corners and subdivision lot corners that may be affected by the construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

#### **13.5 Special Assessments**

Prior to initiating a special assessment on a Federal-aid project, LPA shall notify State of LPA's proposed assessment. A special assessment levied as part of this Federal-aid project shall be conducted as described in this section.

LPA is required to provide to State documentation for each of the four points noted below. LPA is also required to follow all the terms of the Uniform Act in the acquisition of right-of-way for this Federal-aid project.

"When federal funds participate in a project, an LPA may not levy a *special assessment*, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances."

LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated in the Uniform Act.
- The acquisition costs will be paid by LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

#### **13.6 Reimbursement of LPA's Right-of-Way**

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to LPA on a case-by-case basis.

All required documentation of Chapter 7 of State's Right-of-Way Manual must be submitted to and approved by State Right of Way Division in order for LPA's ROW expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

### **13.7 LPA Condemnation Attorney Fees**

An LPA may hire a private attorney to represent the LPA in a condemnation proceeding when needed to acquire land for a local federal-aid transportation project. Attorney fees incurred by the private attorney may be reimbursable at the same cost share percentage applicable to other project costs so long as such costs are actually incurred, are reasonable, and are determined by NDOT to be eligible for federal funds. When LPA is seeking reimbursement for attorney's fees related to condemnation proceedings, LPA has a duty to notify State when total billings first exceed \$50,000 in total. State will not reimbursement for any otherwise eligible costs for attorney's fees above the \$50,000 total threshold unless State has been provided with an acceptable schedule for completion of the litigation and an estimate of total attorney's fees necessary to bring the litigation to conclusion. Upon receipt of an acceptable schedule and estimate, State may, in its sole discretion, establish a maximum amount (a cap) of total fees available for reimbursement above \$50,000, assuming all other eligibility requirements are met. LPA will be solely responsible for its proportional share of all attorney's fees reimbursed, and for all attorney's fees incurred in excess of the amount of the cap.

## **SECTION 14. RAILROAD**

This section has intentionally been left blank in this contract.

## **SECTION 15. UTILITIES**

15.1 Utility facilities installed, relocated, or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R. § 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and State's "Policy for Accommodating Utilities on State Highway Right-of-Way." Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R § 635.410. LPA's project utility work shall also follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA Guidelines Manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between LPA and the Utility will need to be executed by both parties and approved by State. A Notice to Proceed given by State to LPA must be obtained prior to beginning the utility rehabilitation or utility installation work. State's standard utility agreement (State Template AGR167) must be used; a copy of this Agreement can be obtained from the LPD Project Coordinator.

15.2 All eligible non-betterment municipally owned and operated utility rehabilitation costs within the corporate limits of LPA will become a project cost. Outside the corporate limits, the non-betterment portion of utility rehabilitation costs will become a project cost for facilities occupying private property.

Further, there will be no Federal reimbursement for utility facilities if they are located on existing public Right-of-Way, unless a right to future reimbursement was retained in the prior project; however, non-betterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it becomes necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and actual costs submitted by the utility and approved by LPA and State up to the amount of federal funding obligation obtained by State.

### 15.3 LPA Owned Utilities

#### 15.3.1 Waterlines and Sanitary Sewer Lines – Along and under the project route

LPA or the project consultant will be responsible for designing the location within the new project of any waterlines or sewer lines that are located along and under the transportation project route. If applicable, LPA shall cooperate with and provide the design consultant with the non-location design items, such as type, size and needed accessories, for any lines of these types.

#### 15.3.2 All other Utility Facilities – Along or crossing the project

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

### 15.4 Non-LPA Owned Utilities

LPA shall develop a Utility Rehabilitation Agreement for LPA to approve and sign with each non-LPA owned Utility Company that has utility facilities that may be affected by the project construction. **LPA shall formally approve and sign all Utility Rehabilitation Agreements with non-LPA owned utilities.** The agreements will require the owner of the utility facilities to develop a plan and schedule the completion of a project for the necessary rehabilitation of each facility caused by the project. State will reimburse the eligible non-betterment rehabilitation costs incurred by the non-LPA owned utility. LPA shall take all actions State deems necessary to comply with any utility rehabilitation agreement(s) on this project, including enforcing

the utility rehabilitation work schedule to avoid to the maximum extent possible any conflict with the project construction contractor's schedule.

#### **15.5 State Highway Right-of-Way**

Any project utility work to be completed within a State Highway ROW will require LPA to obtain approval and a form of a letter of authorization or a permit from State. State shall assist LPA with contacting State's local District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the District Engineer.

### **SECTION 16. FINAL PLANS, BID LETTING AND CONSTRUCTION**

#### **16.1 Plans, Specifications and Estimates (PS&E)**

LPA is solely responsible for the accuracy and completeness of the PS&E package for LPA's project. Approximately five months prior to the targeted letting date, LPA shall submit a complete final plans package (including, but not limited to the following documents; 100 percent plans, specifications, engineers' estimate, status of utilities, status of environmental commitments, environmental permits, right-of-way certificate) to State's Local Projects Division Project Coordinator for review. The PS&E package will be reviewed by State. LPA shall promptly make, or cause to be made, any necessary or requested changes and provide all required certifications, in order for the PS&E package to be ready for advertisement to meet the targeted date of the bid letting.

#### **16.2 Bid Letting and Award of Construction Contract**

State, on behalf of LPA, will provide State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following State's bid letting and award procedures. State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when State rejects all bids. LPA must provide a resolution concurring with the selection of the low bidder before State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

#### **16.3 Construction and Construction Engineering**

LPA agrees to cause the project to be constructed in compliance with the approved PS&E package, State approved change orders, and applicable rules, regulations and statutes. The construction of this project will require a) the services of the RC as LPA's representative, b) construction oversight by a licensed professional engineer (see Neb. Rev. Stat. § 81-3445), and c) a State Representative from the District whose review of the project's construction will relate solely to the eligibility of the project for federal funding.

Trans\*Port SiteManager shall be used as the construction record-keeping system for construction and construction engineering services for this project. The RC and construction Consultants must complete State's training in the use of Trans\*Port SiteManager software.

LPA will be solely responsible for all construction engineering on this project. The construction engineering is an eligible project expense and includes, but is not limited to; construction management, staking, inspection and field testing. This work may be

accomplished by LPA, or a Consultant selected by LPA, following the process set out in SECTION 8. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using State's standard template agreement. Construction engineering services will not be eligible for Federal funding if performed prior to: 1) execution of said agreement, 2) Federal authorization of funding, and 3) receipt of a written Notice to Proceed.

## **SECTION 17. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT**

### **17.1 Tentative Final Acceptance**

Consultant, or LPA providing the construction engineering, shall notify the RC in writing when all contract work is complete and ready for inspection. RC shall, within one week, inspect the work for conformance with the construction contract. Within one week of acceptance of the work by LPA, LPA shall issue a Tentative Final Acceptance letter to the Contractor, with a copy to State, advising them that all contract work has been tentatively accepted.

### **17.2 NDOT Form 91 - Notification of Contract Completion**

Upon receipt by State of LPA's Tentative Final Acceptance letter to the Contractor, State's District Engineer will prepare and distribute a NDOT Form 91. Consultant or LPA providing construction engineering services may only incur expenses for up to 45 days following the construction completion date cited on the NDOT Form 91 or the Tentative Final Acceptance letter.

### **17.3 NDOT Form 299 – Project Construction Conformity Certification**

When the project final records are ready to be submitted to State for approval, LPA and, when applicable, LPA's Consultant shall certify project construction conformity by signing the NDOT Form 299. LPA shall submit the NDOT Form 299, one set of As-Built Plans (per the Nebraska Department of Transportation Construction Manual) and all final records to State Representative.

State Representative assigned to the project will then conduct a final review of the project and determine whether the project meets federal program requirements. If State Representative determines the project meets federal requirements, State Representative will submit the NDOT Form 299, the final records, and one set of As-Built Plans to State Construction Division – Final Review Section. If State Representative determines the project does not meet federal program requirements, State Representative will notify LPA's RC in writing of what must be done to bring the project into compliance.

State Construction Division – Final Review Section will review and approve the finals package, and when approved, will sign the NDOT Form 299 and distribute it to the NDOT Controller Division, to provide notification of project closeout and to request final payment to the Contractor.

### **17.4 Audit and Final Settlement with LPA**

17.4.1 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred on the project are eligible for reimbursement with Federal Funds. LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA

shall take any actions necessary to resolve any issues involved with the audit of the project.

17.4.2 The amount of the final settlement between State and LPA will be LPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to State by LPA.

17.4.3 If LPA's calculated share is more than the amount of local funds previously paid to State, State will bill LPA for the difference. LPA agrees to pay the amount due State within thirty (30) days of receipt of invoice.

17.4.4 If LPA's calculated share is less than the amount of local funds previously paid to State, State will reimburse LPA for the difference.

#### **SECTION 18. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS**

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. LPA will release and hold harmless State and FHWA from any suits brought against State arising out of LPA's operation and maintenance of or related to the project.

#### **SECTION 19. FINANCIAL RESPONSIBILITY**

##### **19.1 General**

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The Parties understand that no State funds will be used to finance the costs of LPA's project. LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by LPA, LPA shall pay or repay State for all costs incurred by State or reimbursed with Federal-aid funds prior to such abandonment.

**19.2 Total Project Costs and Funding Commitments**

The total cost of the project is currently estimated to be \$1,911,000.00 as set out in the table below:

<b>ESTIMATED PROJECT FUNDING (Attach supporting documentation for estimates)</b>						
	<b>FFY of TIP/STIP</b>	<b>Federal</b>	<b>Local Match</b>	<b>Nonparticipating</b>	<b>Other</b>	<b>Total</b>
<b>PE Phase</b>	2025					
PE		151,200.00	37,800.00			189,000.00
NEPA		75,600.00	18,900.00			94,500.00
Final Design	2025					
RC						
NDOT						
<b>PE Subtotal</b>		<b>226,800.00</b>	<b>56,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>283,500.00</b>
<b>ROW</b>	2026	84,000.00	21,000.00			105,000.00
<b>Utilities</b>	2027	84,000.00	21,000.00			105,000.00
<b>Construction</b>	2027	982,800.00	245,700.00			1,228,500.00
<b>CE Phase</b>						
CE		151,200.00	37,800.00			189,000.00
RC						
NDOT						
<b>CE Total</b>		<b>151,200.00</b>	<b>37,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>189,000.00</b>
<b>TOTAL</b>		<b>1,528,800.00</b>	<b>382,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>1,911,000.00</b>

Both LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated for some of the phases set out above, LPA must seek and obtain, from State, additional Federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State's approval of such estimate,
- Receiving notification from State that additional Federal Funds have been obligated,
- Receipt of a notice to proceed from State to incur costs, if applicable

**19.3 LPA Responsibility**

LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the project or any portion of the project LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, LPA shall pay or repay State for all costs incurred by State prior to such abandonment.

**19.4 Reimbursement of Costs Incurred by LPA**

LPA incurred project costs of the five (5) types listed in this section may be eligible for reimbursement from Federal-aid funds for this project if:

- LPA submits a detailed cost estimate, when applicable, and State approves such estimate,
- State has obtained Federal Funds obligation,

- State issues notice to proceed to LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement, and
- LPA submits invoices no more frequently than monthly. LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse LPA for the Federal share of the eligible actual costs. LPA shall retain detailed cost records supporting all invoices, and shall submit those records to State upon request.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by LPA are allowable under this Agreement, including any Professional Services agreements.

#### **19.4.1 LPA Project oversight costs**

Project oversight costs include: direct costs, such as compensation of LPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects. If LPA wishes to be reimbursed for these costs, State will request an initial Federal funding obligation of \$5,000 for this purpose, so that LPA may commence work immediately following receipt of a notice to proceed from State prior to performing any work which would result in exceeding the initial \$5,000 Federal funding authorization.

If additional reimbursement is desired by LPA, LPA must submit a detailed cost estimate for approval by State. If approved, State will request an adjustment to the Federal funding obligation.

#### **19.4.2 LPA provided professional services**

Professional services provided by LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by LPA and associated costs. **Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **19.4.3 Non-betterment Utility Relocation Costs**

Certain utility relocation costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Utility Agreement with the applicable utility using State's template agreement, which shall identify the services to be provided by the utility and associated costs. **Any utility work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **19.4.4 Right-of-Way**

Certain right-of-way costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Eligible ROW expenses include, but are not limited to, appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers' fees. Additional expenses for condemnation proceedings or District Court Trials may be reimbursed to LPA on a case-by-case basis.

If LPA uses ROW service providers, LPA shall execute an agreement using State's template agreement, which shall include a detailed scope of services and associated costs. **Any right-of-way costs incurred prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **19.4.5 Railroad**

Certain railroad costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Railroad Agreement with the applicable railroad using State's template agreement, which shall identify the services to be provided by the railroad and associated costs. **Any railroad work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **19.5 Payment of Consultant Professional Services by State**

When LPA uses consultant professional services for this project, the costs of these services may be eligible for payment from Federal-aid funds. For State to pay for these professional services, LPA must execute an agreement with the service provider using State's template agreement. Such agreement shall include a detailed scope of services and fee proposal. State shall pay the consultant directly, with Federal and local funds, for any eligible costs. Any non-participating costs, or costs determined to be ineligible, shall be the sole responsibility of LPA and LPA shall reimburse State for any such costs paid to the Consultant. **Any professional services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **19.6 Payment of Construction Costs by State**

All project contractor construction costs will be paid directly to the contractor by State, on behalf of LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans\*Port SiteManager Software**. All progress estimates and final estimates must be approved by the RC prior to submittal to State Representative for funding approval and processing of payments.

#### **19.7 State Incurred Costs**

The expense incurred by State employees to perform tasks related to the development and construction of this project may be part of the cost of the project. LPA shall be responsible for such costs as charged by State employees; however, these costs are eligible for Federal-aid participation up to the maximum amounts outlined below.

The maximum amount for which Federal Funds will participate in State incurred costs are:

1. PE Phase (including ROW Design activities)  
Upon execution of this Agreement, State may obligate up to a maximum of \$10,000, allocated in accordance with the table above, for State incurred PE Phase services.
2. Construction Phase  
State will request an obligation of Federal Funds equal to 1% of the estimated construction costs or \$5,000, whichever is greater, allocated in accordance with the table above, for Construction Phase services. State will request an additional obligation of Federal Funds of \$2,500 for internal audit costs incurred by State.  
LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

#### **19.8 LPA Project Budget and Invoicing by State**

- 19.8.1 LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.
- 19.8.2 At times determined by State, and after execution of this Agreement, State will invoice LPA for some or LPA's entire share of State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, State will invoice LPA their share of the total agreement amount.
- 19.8.3 Upon award of the construction contract, State will invoice LPA their share of the construction contract plus contingencies and construction engineering (includes \$2,500 audit costs), and any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon by the Parties. LPA shall pay State within 30 calendar days of receipt of invoice from State.

#### **19.9 Audit and Final Cost Settlement**

- 19.9.1 Final reimbursement requests must be made within 60 days after LPA has filed a completed State DR Form 299 with State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.
- 19.9.2 The final settlement between State and LPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the SECTION 17. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT of this Agreement for additional information.

#### **19.10 Project Withdrawal**

If LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed.

### **SECTION 20. SUSPENSION OR TERMINATION**

#### **20.1 Suspension.**

State, in its sole discretion, reserves the right to suspend LPA's project when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by

LPA. Suspension of the project may include, but is not limited to, State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

## **20.2 Termination.**

This Agreement may be terminated as follows:

- a. State and LPA, by mutual written agreement, may terminate the Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
  1. A decrease or shift in available federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
  2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
    - a) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
    - b) LPA has not advanced the project to Right-of-Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR Part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
    - c) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by State.
    - d) LPA has failed to replace the RC with an RC approved by State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
    - e) LPA either (1) informs State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.
    - f) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
    - g) LPA has not included the project or project phases within LPA's one or six year plans or, when applicable, within LPA's Transportation Improvement Program (TIP), in the correct fiscal year.

3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
  4. A notice or declaration of FHWA or State that any part of the project is or has become ineligible for federal funding.
  5. LPA's failure to sign any State requested project documents in a timely manner.
  6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from State.
  7. LPA's breach of a provision of this Agreement.
  8. LPA's failure to cause the project to be constructed according to the approved project plans and specifications.
- c. LPA may terminate the Agreement upon sixty (60) days written notice of termination to State, subject to LPA meeting the conditions of paragraph 5 below.
  - d. Prior to State terminating this Agreement, State shall provide written notice to LPA of the basis for termination and, when determined applicable by State, provide LPA sixty (60) days to properly resolve all issues identified by State.
  - e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under e.(a). Further, LPA will thereafter be solely responsible for all costs associated with LPA's project.

## **SECTION 21. FEDERAL AUDIT REQUIREMENT**

- 21.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 21.2 LPA shall comply with this Single Audit mandate as described in Section 20.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 21.3 If necessary, the Federal award information needed for the SEFA includes:
- Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
  - Pass-Through Grantor:** Nebraska Department of Transportation
  - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
  - CFDA Number:** 20.205
  - Project Number:** TAP-77(76)

21.4 If a Part 200 Audit is submitted by LPA, LPA shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

**SECTION 22. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY**

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to State, for review and approval, any proposed changes to LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

**SECTION 23. INDEMNITY**

LPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this Agreement.

**SECTION 24. TRAFFIC CONTROL**

LPA shall be responsible for the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's RC shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed. LPA

**SECTION 25. CONFLICT OF INTEREST LAWS**

LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOT CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOT CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on State website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

Consultants and subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

**SECTION 26. DRUG FREE WORKPLACE**

LPA shall have an acceptable and current drug-free workplace policy on file with State.

**SECTION 27. RECORDS RESPONSIBILITY**

LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement; such records must be available for inspection by State and the FHWA or any authorized representatives of the Federal government, and LPA shall furnish copies to those mentioned in this section when requested to do so.

**SECTION 28. FAIR EMPLOYMENT PRACTICES**

If LPA performs any part of the work on this project, LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "LPA".

**SECTION 29. DISABILITIES ACT**

LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

**SECTION 30. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS**

LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

**SECTION 31. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**31.1 Policy**

LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

**31.2 Disadvantaged Business Enterprises (DBEs) Obligation**

LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. LPA shall not

discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts LPA enters into on this project.

Failure of LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

### **SECTION 32. TITLE VI NONDISCRIMINATION CLAUSES**

During LPA's performance of work under this Agreement, LPA, for itself, its assignees and successors in interest agrees as follows:

- 32.1 Compliance with Regulations: LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 32.2 Nondiscrimination: LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 32.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by LPA of LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 32.4 Information and Reports: LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State 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, LPA shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 32.5 Sanctions for Noncompliance: In the event of LPA's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
- (a) Withholding of payments to LPA under this Agreement until LPA complies, and/or
  - (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

32.6 Incorporation of Provisions: LPA shall include the provisions of Sections 31.1 through 31.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: 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, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States to enter into such litigation to protect the interests of the United States.

### **SECTION 33. SEVERABILITY**

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

### **SECTION 34. COMPLETENESS**

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

### **SECTION 35. HOME RULE CHARTER**

State and LPA agree that:

- (a) Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of LPA will have a financial interest, direct or indirect, in any LPA contract. Any violation of this section with the knowledge of the person or corporation contracting with LPA will render the contract or agreement voidable by the Mayor or Council.

***(Remainder of page intentionally left blank.)***

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

WITNESS:

CITY OF LAVISTA, NEBRASKA  
Douglas Kindig

\_\_\_\_\_  
LPA Clerk

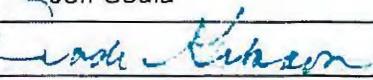
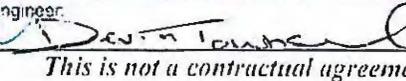
\_\_\_\_\_  
Mayor

**EXECUTED** by State this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager



13. OTHER CONSIDERATIONS						
a. Will special assessments district(s) be used to collect a portion of the required local funding match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
b. Project on One- & Six-Year Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Attach One- and Six-Year Plan Revision or New Plan Documentation.						
c. Does your LPA have a signed ADA Policy and a signed Title VI Nondiscrimination Agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Attach if not previously submitted.)						
14. DESIGN DETAILS						
	Existing	Proposed	Remarks/Existing Condition			
a. Surface Width		10'				
b. Surface Type		PCC				
c. Shoulder Width		2'				
d. Shoulder Type		Earthen				
15. EXISTING STRUCTURES						
Structure No.	Feature Crossed	Type of Structure	Length	Width	Sufficiency Rating	Proposed Treatment
16. SCHEDULE CONSIDERATIONS (Attach explanations and supporting documentation to this form)						
Is there an expectation that the proposed project will involve any of the following:						
Yes No						
a. ROW Acquisition (including Easements)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Estimated No. of Tracts: 12			
b. Relocation of Residences or Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Residences	Businesses		
c. Utility Relocation or Adjustment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Gas	<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Power	<input checked="" type="checkbox"/> Phone <input type="checkbox"/> Other
d. Railroad Involvement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Crossing	<input type="checkbox"/> Parallel	<input type="checkbox"/> Within 50'	
e. New Horizontal Alignment	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
f. Design Relaxation or Exception	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
g. NDOT Permit to Occupy	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
h. Has ROW already been acquired?	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
i. PE Procurement	<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Locally Funded	<input type="checkbox"/> LPA In-House	<input type="checkbox"/> N/A		
j. CE Procurement	<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> NDOT	<input type="checkbox"/> On-Call	<input type="checkbox"/> LPA In-House	<input type="checkbox"/> N/A	
k. Anticipated NEPA level	<input type="checkbox"/> PA		<input checked="" type="checkbox"/> PCE	<input type="checkbox"/> CE	<input type="checkbox"/> EA	<input type="checkbox"/> EIS
l. Project Scheduling Template:						
17. TRAFFIC DATA						
					Construction Year ADT	
					Design Year ADT	
					% Trucks	
18. ADDITIONAL REMARKS OR COMMENTS BY LPA						
(Attach as needed)						
19. SIGNATURES						
Requested by LPA Responsible Charge/Project Liaison: 					Date: 10/17/24	
Approved by MPO (if applicable): 					Date: 9/17/2024	
Approved by NDOT Local Projects Unit Head:					Date:	
Approved by NDOT Programming Engineer: Jeff Soula					Date: 10/11/24	
Approved by NDOT Local Projects Manager: 					Date: 10/11/2024	
Approved by NDOT Program Management Engineer: 					Date: 10/22/24	

*This is not a contractual agreement.*



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ENCROACHMENT EASEMENT AGREEMENT– LOT 1 B & T ADDITION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSOCIATE CITY PLANNER

**SYNOPSIS**

A resolution has been prepared to approve and authorize execution of an encroachment easement agreement to allow the property owners of Lot 1 B & T Addition located at 7801 Park View Blvd to maintain and utilize private storm water improvements within the 15’ drainage and utility easement located on their property.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

After vacating an unused portion of 78<sup>th</sup> Street ROW, the City issued a quitclaim deed for a portion of the property to Wyatt and Elizabeth Buls, at which time the property was replatted to incorporate the vacated right of way. The property owners constructed a garage and home addition on their property located at 7801 Park View Blvd that was built up to the easement line on their property. To assist in the conveyance of stormwater on their property, a drain box and 4” PVC pipe were installed adjacent to the new driveway and alongside the addition, and are located 2 feet inside of the 15 foot drainage and utility easement located on the property, as established by the replat for B & T Addition recorded on February 1, 2024.

The attached encroachment easement agreement will authorize the drainage system to remain in place within 2 feet of the easement, and releases the City of liability in the event that the drainage system were to be damaged due to the City or its agents accessing the easement for maintenance of the sanitary sewer line for which the easement was dedicated.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN ENCROACHMENT EASEMENT AGREEMENT IN CONNECTION WITH STORMWATER IMPROVEMENTS ON LOT 1 B & T ADDITION.

WHEREAS, A 15' drainage and utility easement exists along the eastern edge of Lot 1 B & T Addition as dedicated through the Final Plat for B & T Addition recorded with the Sarpy County Register of Deeds on February 2, 2024 (Sarpy County Instrument Number 2024-01761); and

WHEREAS, Property owners of Lot 1 B & T Addition constructed and installed a drain box and 4" PVC pipe to transport storm water within and about Lot 1 B & T Addition as part of a home addition project, part of which encroaches onto the Public Utilities Easement Area; and

WHEREAS, The Chief Building Official and City Engineer have reviewed and are amenable to the request to maintain the drain box and 4" PVC pipe where they were installed and are located within 2 feet of the easement area; and

WHEREAS, a proposed Encroachment Easement Agreement is presented with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Encroachment Easement Agreement as presented, subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or any designee of the City Administrator or City Engineer determines necessary or appropriate ("Easement").

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Easement and to take all other actions as he determines necessary or appropriate to carry out this Resolution or the Easement.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk

---

Upon Recording Return to:  
Community Development  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

## **ENCROACHMENT EASEMENT AGREEMENT**

THIS ENCROACHMENT EASEMENT AGREEMENT (this “Encroachment Easement Agreement”) is made effective as of the last date executed below by and between the City of La Vista, a Nebraska municipality (“Grantor”) and Wyatt and Elizabeth Buls, husband and wife, (“Grantees”).

WHEREAS, Grantor owns or is the beneficiary of such rights, conditions and limitations (“Public Utilities Easement”) within such areas (“Public Utilities Easement Area”) and for such purposes, including without limitation public utilities, telecommunications, and other infrastructure, improvements or purposes, as described or depicted in City of La Vista Ordinance No. 1431 dated November 16, 2021 (Sarpy County Instrument Number 2024-01757) or the Quitclaim Deed dated January 31, 2024 (Sarpy County Instrument Number 2024-01760) (such Ordinance No. 1431 and Quitclaim Deed together “Public Utilities Easement Instruments”)

WHEREAS, Grantees are the fee owners of Lot 1 B & T Addition that is subject to the Public Utilities Easement, as surveyed, platted, and recorded in Sarpy County, Nebraska (Sarpy County Instrument Number 2024-01761), that contains the Public Utilities Easement Area (“Grantee Parcels”).

WHEREAS, Grantees constructed and installed an approximately 4 inch PVC pipe to transport storm water (collectively “Storm Water Improvements”) within and about the Grantee Parcels, part of which encroaches on the Public Utilities Easement Area as described or depicted in Exhibit “A” attached hereto and incorporated herein by reference (“Encroachment”)

WHEREAS, Grantees request that Grantor grant, and Grantor is willing to grant, Grantees an easement for the Encroachment on the terms and conditions provided in this Encroachment Easement Agreement.

NOW, THEREFORE, incorporating all recitals above, and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Grant of Easement. Grantor hereby grants and conveys unto Grantees a nonexclusive easement for the Encroachment ("Encroachment Easement"), subject to the following terms and conditions:

- a. Use. Use of the Encroachment Easement shall be subject to, and not adversely affect, interfere with, impair or limit any current or future use by Grantor of any part of the Public Utilities Easement Area for any purpose provided in the Public Utilities Easement Instruments, as Grantor from time to time in its sole discretion determines necessary or appropriate. Not in limitation of the foregoing, Grantor or its designee may enter upon the Grantee Parcels for the express purpose of maintaining, inspecting, repairing, constructing, extending, operating or replacing any improvements within the Public Utilities Easement Area.
- b. Maintenance. Grantees at all times at their sole cost and expense shall maintain the Storm Water Improvements in good and working condition and repair.
- c. Removal, Relocation or Safeguarding. If Grantor in the exercise of Grantor's rights under the Public Utilities Easement at any time determines that the Storm Water Improvements must be removed, relocated or safeguarded, Grantees, at the sole cost and expense of Grantees, shall remove, relocate or safeguard the Storm Water Improvements within the time and to the satisfaction of the City Engineer of Grantor. If Grantees fail to remove, relocate or safeguard same within the time specified in such request, then the Grantor shall have the right to carry out such work and to collect from Grantees the reasonable and documented cost of such work or to file a lien against Grantee Parcels for the amount of such cost.
- d. Liability. Grantees acknowledge and agree that the Grantor made, and in connection with this Encroachment Easement Agreement make, no representations to Grantees regarding the Storm Water Improvements or Grantees' use of the Public Utilities Easement, including without limitation the sufficiency of the Storm Water Improvements to convey storm water upon or about the Grantee Parcels, or effects of such Storm Water Improvements on Grantee Parcels or any other property. Grantees, at their sole cost and expense, shall be solely responsible and liable for (i) such Storm Water Improvements and use of the Public Utilities Easement Area pursuant to this Encroachment Easement Agreement, (ii) any effects on Grantee Parcels, the Public Utilities Easement Area or other property in connection with such use or improvements, and (iii) all claims, liabilities, costs and expenses arising out of or resulting from such Storm Water Improvements, use of the Public Utilities Easement Area, or any actions or omissions of Grantees or any employees or agents of Grantees.
- e. Notification. Grantees shall notify the City Engineer in writing at least 30 days before beginning any work on the Storm Water Improvements or within the Public Utilities Easement Area, and at the sole cost and expense of Grantees take such actions as the City Engineer determines necessary or appropriate to safeguard improvements of Grantor or others within the Public Utilities Easement Area.
- f. Duration. This Encroachment Easement Agreement shall remain in effect so long as the Storm Water Improvements remain in substantially the same form

and location as initially constructed or replaced, and upon removal, demolition, abandonment or destruction thereof, this Encroachment Easement Agreement shall terminate.

- g. Indemnification. Grantees, at their sole cost and expense, agree to defend, protect, indemnify, and hold harmless the Grantor and all officers, officials, employees and agents of the Grantor, from and against any and all claims, liabilities, costs, and expenses whatsoever (including, without limitation, all interest attorneys fees and court costs) arising out of or resulting from actions or omissions of Grantees or any employee or agent of Grantees, or any of them, in connection with the Storm Water Improvements or this Encroachment Easement Agreement.
- h. Joint and Several. By signing below, each of the Grantees agrees that he or she shall be jointly and severally liable for all obligations of Grantees under this Encroachment Easement Agreement.
- i. Binding Effect. This Encroachment Easement Agreement is and shall be deemed to constitute covenants running with the land and shall be binding upon the Grantee Parcels, the Parties and all successors and/or assigns of the Grantee Parcels or Parties, and each of them, until terminated as set forth herein.

2. Notice. All notices and correspondence under this Encroachment Easement Agreement shall be given by certified or registered mail or by overnight delivery with a national courier providing confirmation of delivery to the following addresses:

Grantor:

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

Grantees:

Wyatt and Elizabeth Buls  
7801 Park View Blvd  
La Vista, NE 68128

3. Severability. If a court finds that any provision of this Encroachment Easement Agreement is invalid or unenforceable, but that by limiting such provision the same would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. In all other cases if provisions of this Encroachment Easement Agreement are held to be invalid or unenforceable, the invalid or unenforceable provisions shall be deemed deleted and the remaining provisions shall continue to be valid and enforceable.

4. Waiver. The failure of either Party to enforce any provision of this Encroachment Easement Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with each and every provision of this Encroachment Easement Agreement.

5. Headings. The section headings appearing herein are for convenience of the Parties only and do not affect, define, limit, or construe the contents of the various sections in this Encroachment Easement Agreement.

6. Governing Law; Jurisdiction; and Venue. This Encroachment Easement Agreement is made and delivered in, and shall be governed by the laws of, the State of Nebraska, thereof. Any suit in connection with this Encroachment Easement Agreement shall be filed and maintained in the District Court of Sarpy County. All parties consent to jurisdiction of said court and agree that venue is proper.

7. Entire Agreement; Amendment. Each Party acknowledges that he/she has read and fully understands the contents of this Encroachment Easement Agreement. This Encroachment Easement Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior oral or written negotiations, representations, or agreements, with respect to the subject matter hereof. This Encroachment Easement Agreement may be modified only by written instrument duly authorized and executed by all Parties.

8. Counterparts. This Encroachment Easement Agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same instrument. The parties may execute this Encroachment Easement Agreement and exchange counterparts by means of electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

IN WITNESS WHEREBY, the Parties have executed this Encroachment Easement Agreement as of the Effective Date.

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

CITY OF LA VISTA (GRANTOR)

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

\_\_\_\_\_  
Rachel Carl, City Clerk

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF SARPY     )

On this \_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Rachel Carl, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Encroachment Easement Agreement, and acknowledged the execution thereof on behalf of the City to be their voluntary act and deed and the voluntary act and deed of said City.

[Seal]

\_\_\_\_\_  
Notary Public

WYATT AND ELIZABETH BULS, HUSBAND AND WIFE (GRANTEES)

\_\_\_\_\_ and \_\_\_\_\_, husband and wife  
WYATT BULS ELIZABETH BULS

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF SARPY     )

On this \_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Wyatt Buls and Elizabeth Buls, husband and wife and the identical persons whose name are affixed to the foregoing Encroachment Easement Agreement, and acknowledged the execution thereof to be their voluntary act and deed.

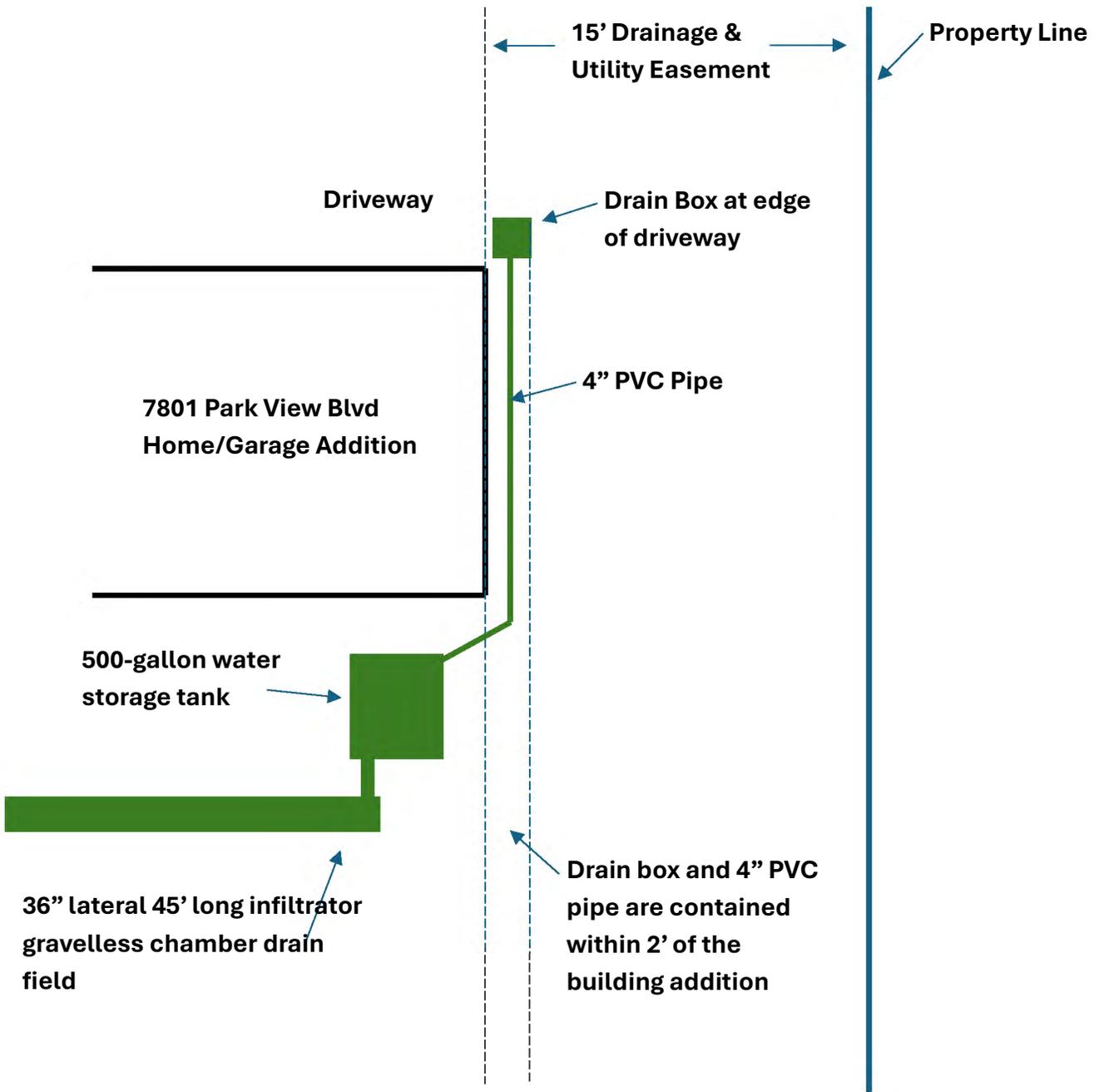
[Seal]

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

Depiction of Encroachment into City Easement Area

The encroachment into the 15' drainage and utility easement on Lot 1 B & T Addition includes a drain box at the side of the driveway with a 4" PVC pipe buried 18" deep within 2 feet of the building. This runs to lower elevation and ends at a 45 degree bend and connects to a 500 gallon water storage tank behind the home addition that is outside of the easement area. This connects to a 36" by 45 foot long infiltrator gravelless chamber drainfield to slow the release of water.



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ADVERTISMENT FOR BIDS – PRIMARY PARK IDENTIFICATION SIGNS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to authorize the advertisement for bids for the fabrication and installation of primary park identification signs in five locations throughout La Vista’s primary parks.

**FISCAL IMPACT**

The FY25/FY26 Biennial Budget provides funding for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

To complete Phase 1 of the Wayfinding Implementation Plan, a resolution has been prepared to authorize bids for the fabrication and installation of five primary park signs. Phase 1 of the Implementation Plan also included the installation of 16 destination arrival signs in parks throughout the City. To finish this phase of the Implementation Plan, five primary park signs will be installed at Central Park, Central Park East, Val Verde Park, City Park, and the Sports Complex.

Based on estimates received from sign companies, the estimate for the proposed work is \$100,000. The recommended schedule for bidding on this work is:

Publish Notice to Contractors	January 9 <sup>th</sup> and 15 <sup>th</sup> , 2025
Open Bids	February 5 <sup>th</sup> at 10:00 am City Hall
Council Award Contract	February 18 <sup>th</sup> , 2025

The Notice to Contractors will also be posted on the City’s website and at [www.standardshare.com](http://www.standardshare.com).

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE FABRICATION AND INSTALLATION OF PRIMARY PARK IDENTIFICATION SIGNS.

WHEREAS, the Mayor and Council have determined that the fabrication and installation of primary park identification signs is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this project; and

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

Publish Notice to Contractors	January 9, 2025 and January 15, 2025
Open Bids	February 5 <sup>th</sup> at 10:00am at City Hall
City Council Award Contract	February 18, 2025

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for the fabrication and installation of primary park identification signs.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk

NOTICE TO CONTRACTORS

City of La Vista  
La Vista, Nebraska

**PRIMARY PARK IDENTIFICATION SIGNAGE**

Sealed proposals will be received by Rachel Carl, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:00 AM on the 5<sup>th</sup> day of February, 2025 for the fabrication and installation Primary Park Identification Signage at select parks within La Vista. At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements. The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

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Item	Description	Estimated	Quantities
1	Design and Engineering	1	LS
2	Fabrication of Five Signs	1	LS
3	Installation	1	LS
4	Landscaping Restoration	1	LS

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by RDG Planning and Design for the City of La Vista.

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

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

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

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

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

Rachel Carl, City Clerk

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# PRIMARY PARK IDENTIFICATION BID PACKAGE

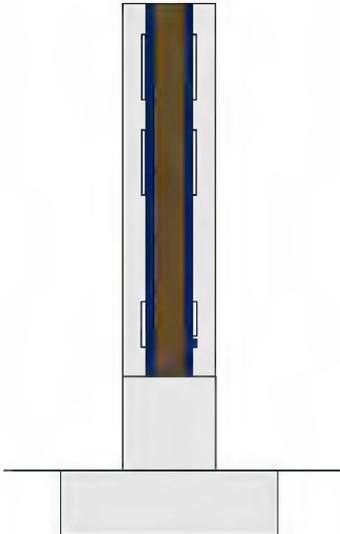
DECEMBER 4, 2024



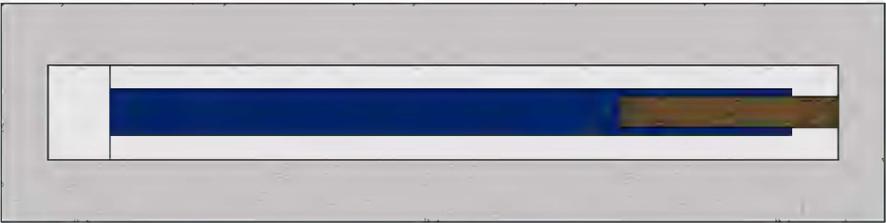




1 PRIMARY PARK IDENTIFICATION  
Scale: 3/4 = 1'



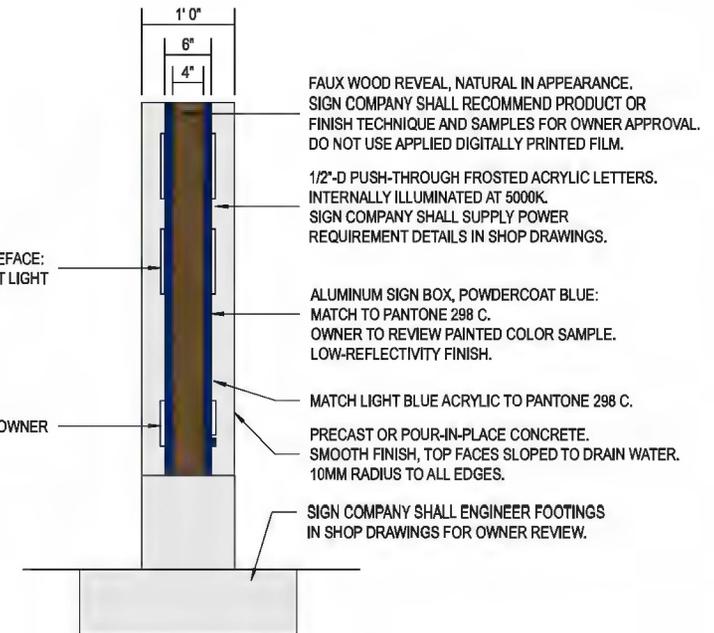
1A PRIMARY PARK ID - SECTION VIEW  
Scale: 3/4 = 1'



1B PRIMARY PARK IDENTIFICATION - TOP VIEW  
Scale: 3/4 = 1'



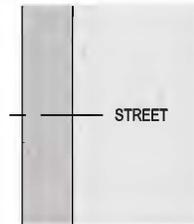
1 PRIMARY PARK IDENTIFICATION  
Scale: 3/4 = 1'



1A PRIMARY PARK ID - SECTION VIEW  
Scale: 3/4 = 1'



1B PRIMARY PARK IDENTIFICATION - TOP VIEW  
Scale: 3/4 = 1'



TWO-SIDED PRIMARY PARK IDS SHALL BE INSTALLED PERPENDICULAR TO THE ROADWAY UNLESS OTHERWISE SPECIFIED BY OWNER. EXACT LOCATIONS TO BE DETERMINED BY OWNER.



1 PRIMARY PARK IDENTIFICATION - CENTRAL PARK EAST  
Scale: 1/2" = 1'



2 PRIMARY PARK IDENTIFICATION - CENTRAL PARK  
Scale: 1/2" = 1'



3 PRIMARY PARK IDENTIFICATION - VAL VERDE PARK  
Scale: 1/2" = 1'



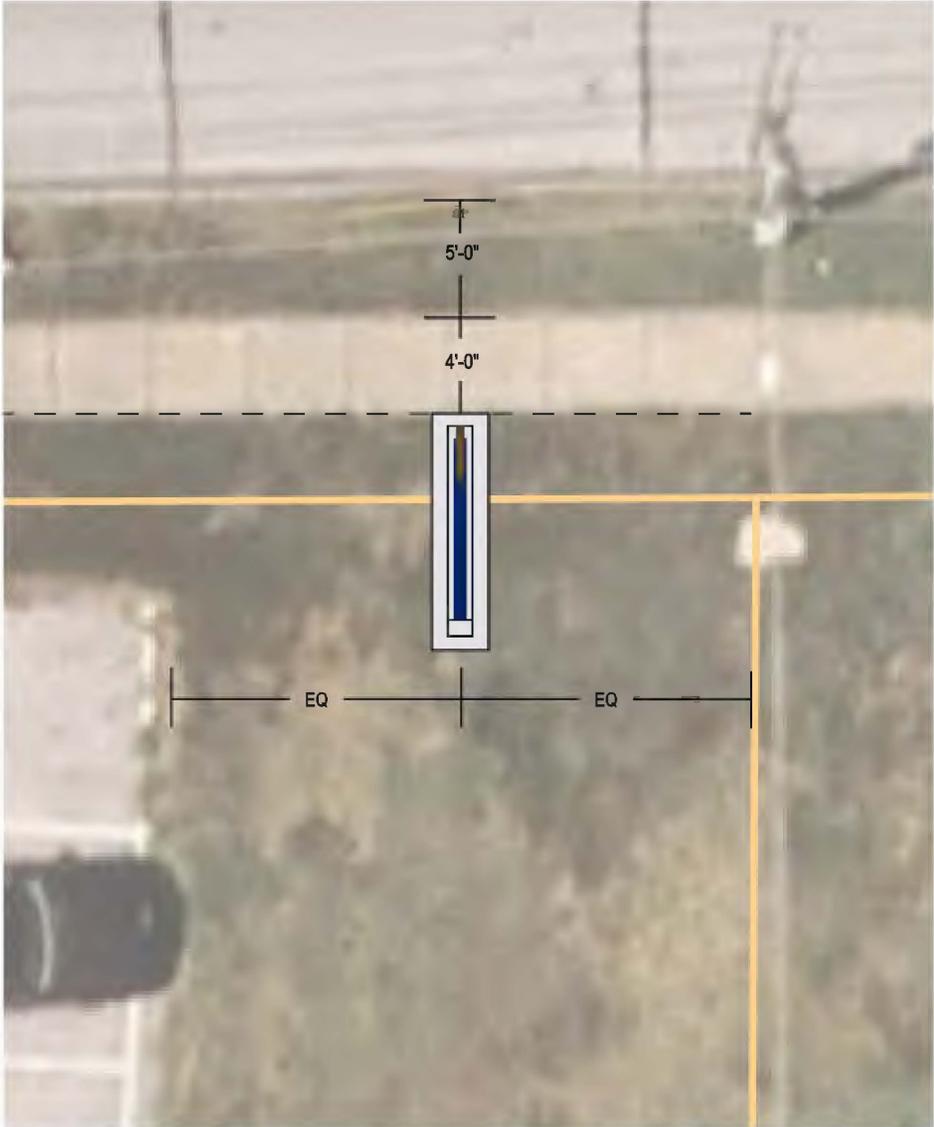
4 PRIMARY PARK IDENTIFICATION - CITY PARK  
Scale: 1/2" = 1'

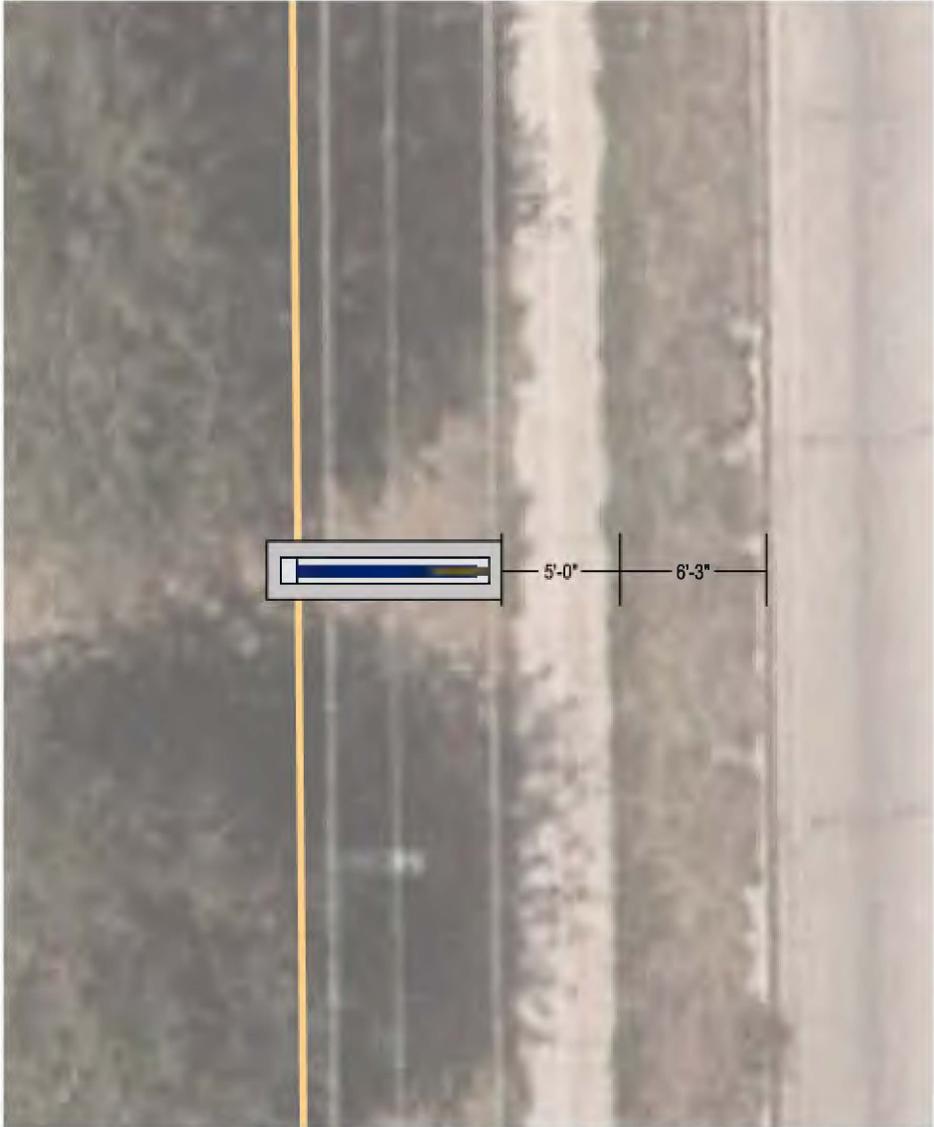


5 PRIMARY PARK IDENTIFICATION - SPORTS COMPLEX  
Scale: 1/2" = 1'

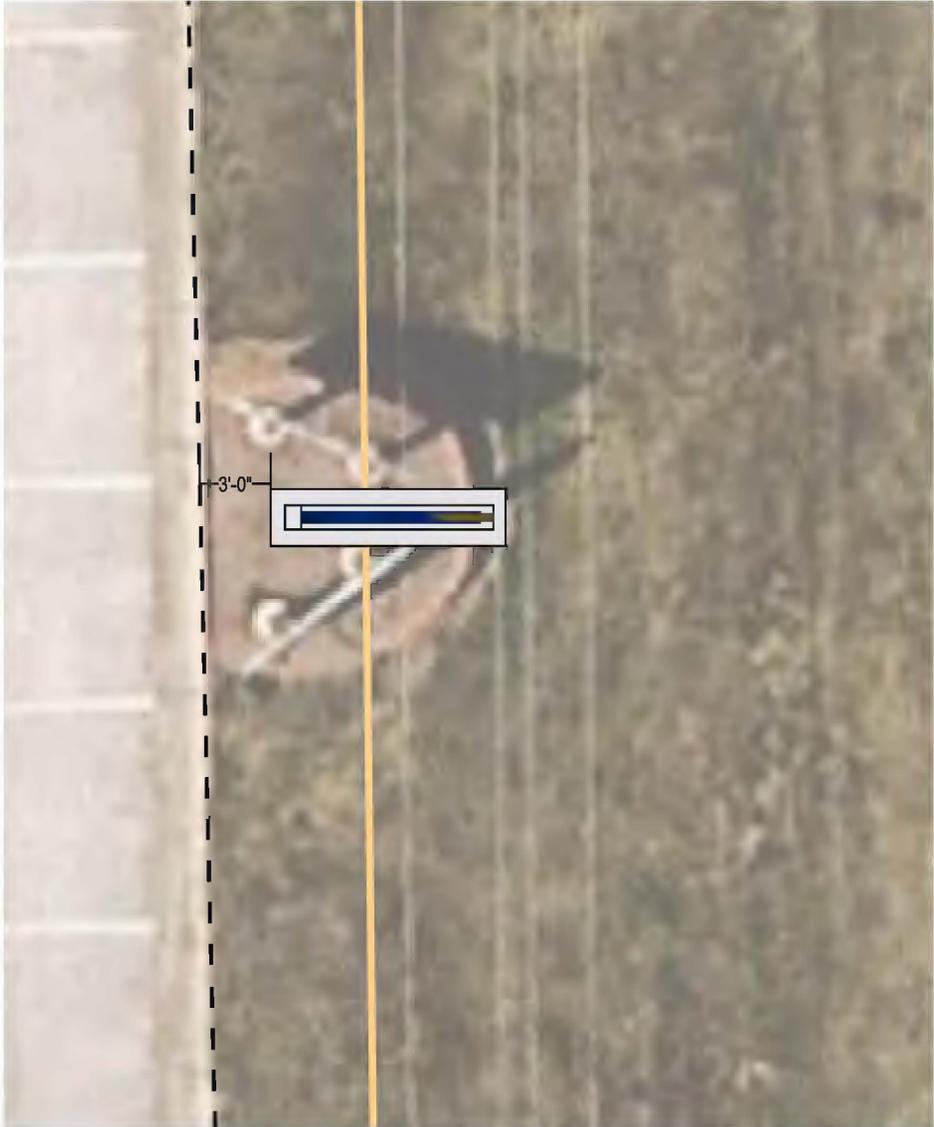
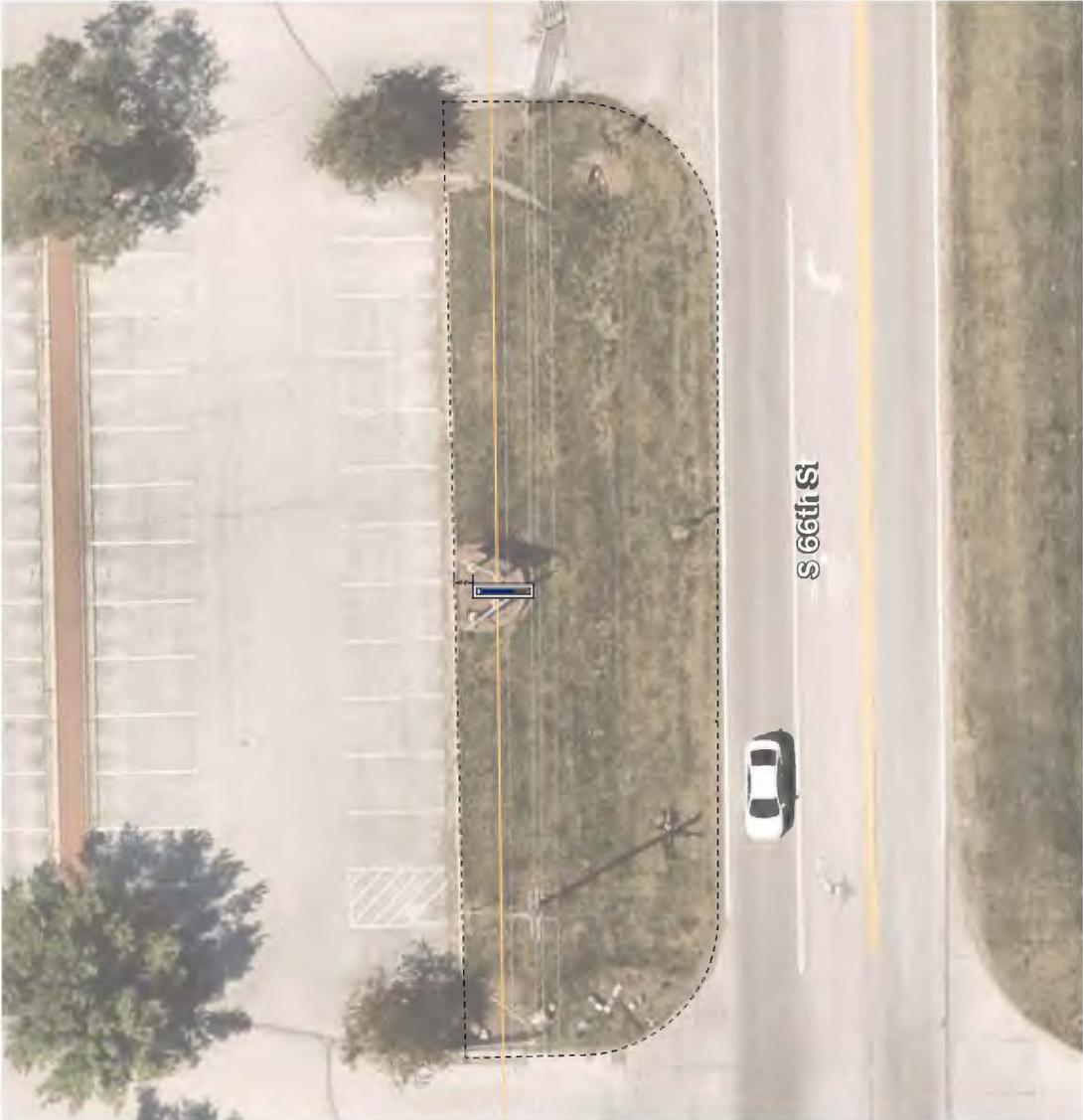


Measurement based on scaled aerials. Field verification and owner input required for final installation location.









**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 7, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – BALLISTIC SHIELD	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to approve the purchase of one (1) BlueRidge Armor rifle rated ballistic shield from BlueRidge Armor LLC, Spindale, NC in an amount not to exceed \$7,821.

**FISCAL IMPACT**

The FY25/FY26 Biennial Budget includes funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The ballistic shield will allow officers to be better prepared to encounter a threat armed with a rifle. The police department currently has one ballistic shield. The purchase of the ballistic shield will allow patrol officers access to this protection more readily.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) BLUERIDGE ARMOR RIFLE RATED BALLISTIC SHIELD FROM BLUERIDGE ARMOR LLC, SPINDALE, NC IN AN AMOUNT NOT TO EXCEED \$7,821.00.

WHEREAS, the City Council of the City of La Vista has determined the purchase of one (1) ballistic shield is necessary, and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase; 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 one (1) BlueRidge Armor rifle rated ballistic shield from BlueRidge Armor LLC, Spindale, NC in an amount not to exceed \$7,821.00.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk

BlueRidge Armor LLC  
1495 College Ave Ste 150192  
Spindale, NC 28160 US  
info@blueridgearmor.com  
blueridgearmor.com



## Estimate

### ADDRESS

Officer C. Casey  
La Vista Police Department  
7701 South 96th Street  
La Vista, NE 68128

### SHIP TO

Officer C. Casey  
La Vista Police Department  
7701 South 96th Street  
La Vista, NE 68128

ESTIMATE # 5028

DATE 11/07/2024

EXPIRATION DATE 12/27/2024

### SALES1

Estimate: 5028

ACTIVITY	QTY	RATE	AMOUNT
<b>BRA SHIELD:IIIA:WMX1-2034-VVP-CF-3A</b> BlueRidge Armor - WMX1 - 20x34 - Vengeance Viewport - Carbon Fiber Handle Standard Color:	3	2,375.00	7,125.00
<b>Carrier:Carry Bag 20x34 SHIELD</b> Carry Bag 20x34 SHIELD	3	157.00	471.00
<b>Shipping</b> No taxes or fees included	3	75.00	225.00

undefined

SUBTOTAL 7,821.00  
TAX 0.00  
TOTAL **\$7,821.00**

Accepted By

Accepted Date