

LA VISTA CITY COUNCIL MEETING AGENDA

May 17, 2016
7:00 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

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the May 3, 2016 City Council Meeting
3. Approval of the Minutes of the May 10, 2016 City Council Meeting
4. Approval of the Minutes of the April 21, 2016 Planning Commissions Meeting
5. Request for Payment – Nebraska Department of Roads – Construction Services – 96th Street from Portal Rd to Harrison St – \$5,946.34
6. Request for Payment – Midwest Right of Way Services, Inc. – Professional Services – Southport Parkway Turn Lane Project - \$856.38
7. Request for Payment – Upstream Weeds - Professional Services – Papillion-La Vista Partnership – \$1,608.13
8. Request for Payment – Logan Simpson – Professional Services – Comprehensive Plan Update - \$5,859.55
9. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Big Papio Creek Siphon Repair - \$2,655.00
10. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – City Parking District Access Improvements - Drainage - \$1,467.50
11. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Thompson Creek - \$10,560.47
12. Request for Payment – BerryDunn – Professional Services – Financial Information Software System Selection - \$1,750.00
13. Request for Payment – Olsson Associates – Professional Services – La Vista Parking District Access Improvements - \$32,586.77
14. Request for Payment – MBC Construction – Construction Services – La Vista Parking District Access Improvements - \$16,085.87
15. Resolution – Approve Agreement - Financial Information Software System.
16. Approval of Claims.

- Reports from City Administrator and Staff

B. Amendment to the Comprehensive Plan – Chapter 4; Land Use and Development

1. Public Hearing
2. Ordinance

C. Zoning Text Amendments – Various Amendments to Provide for a New Mixed Use – City Centre District

1. Public Hearing
2. Ordinance – Amend Sections 2.02, 2.14, 2.16, 5.01, 5.15, 7.01.05, and 7.17; and add new Section 5.19

D. Conditional Use Permit – Cauble Sports LLC – Lot 24A, Brook Valley Business Park (NE of 109th & Skinner Drive)

1. Public Hearing
2. Resolution

E. Conditional Use Permit Amendment – Convenience Store with Limited Fuel Sales – Lot 179 Southwind (Casey's)

1. Public Hearing
2. Resolution

F. Application for PUD Site Plan Approval – Lot 10, Southport East Replat Six (NW of McDermott Plaza & Eastport Pkwy)

1. Public Hearing
2. Resolution

G. Ordinance – Amend Cox Cable Franchise Agreement

- H. Resolution – Authorize Advertisement of Bids – City Parking District Access Improvements Intersection Modifications
- I. Resolution – Award of Contract – Eastern Nebraska Office on Aging
- J. Resolution – Approve Agreement – Redevelopment Plan – 84th Street Redevelopment Area
- K. Resolution – Approve Agreement – Redevelopment Plan – 84th Street Redevelopment Area (Action on this item will be taken by the Community Development Agency)
- L. Resolution – Authorize Preparation & Submission of Redevelopment Plan Amendments (Action on this item will be taken by the Community Development Agency)
- M. Executive Session - Strategy Session - Potential Real Estate Acquisition
 - 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 five minutes. We ask for your cooperation in order to provide for an organized meeting.

MINUTE RECORD

A-2

No. 729 — REEDFIELD & COMPANY, INC., OMAHA, NE 68105-5610

LA VISTA CITY COUNCIL MEETING May 3, 2016

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on May 3, 2016. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Community Development Director Birch, Director of Public Works Soucie, Director of Administrative Services Pokorny, Finance Director Miserez, Library Director Barcal, Human Resources Manager Garrod, Recreation Director Stopak and Assistant Public Works Director/City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on April 20, 2016. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

CITIZEN RECOGNITION

Mayor Kindig and Police Officer Harald Rappold presented a Certificate of Appreciation to Deb Kilmurray in recognition of her selfless acts and personal sacrifices while helping those citizens of La Vista less fortunate than herself.

PROCLAMATION – NATIONAL POLICE WEEK

Mayor Kindig read a proclamation honoring National Police Week.

SERVICE AWARD – BRIAN STOLLEY, JAMIE BROWN – 10 YEARS; MANDY GARROD – 5 YEARS

Mayor Kindig presented a service awards to Brian Stolley and Jamie Brown for 10 years of service to the City of La Vista and to Mandy Garrod for 5 years of service to the City of La Vista.

1. CONSENT AGENDA
1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE APRIL 19, 2016 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT – RDG PLANNING - DESIGN – PROFESSIONAL SERVICES – THOMPSON CREEK OUTREACH – \$637.50
4. APPROVAL OF CLAIMS.

529 CSP, payroll	\$50.00
911 CUSTOM LLC, supplies	\$217.50
ACCREDITED COLLECTION SVC INC, payroll	\$162.08
ACTION BATTERIES, supplies	\$103.08
ALAMAR UNIFORMS, apparel	\$3,575.24
ANDERSON EXCAVATING CO., services	\$120,440.20
ANN TROE, services	\$1,040.00
A-RELIEF, services	\$140.00
ASCAP, services	\$325.83
ASPHALT & CONCRETE MATERIALS, maint.	\$147.00
B & B TECHNOLOGIES, maint.	\$32.91
BARONE SECURITY SYSTEMS, services	\$804.00
BEACON BUILDING, services	\$5,812.00
BERRY DUNN, services	\$875.00

MINUTE RECORD

May 3, 2016

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

BIRCH, A., travel	\$405.00
BISHOP BUSINESS EQUIPMENT, services	\$54.62
BKD LLP, services	\$11,090.00
BLACK HILLS ENERGY, utilities	\$3,847.93
BOBCAT OF OMAHA, maint.	\$164.34
BRIDGESTONE GOLF, supplies	\$306.00
BUILDERS SUPPLY CO, bld&grnds	\$150.10
CARROT-TOP INDUSTRIES, bld&grnds	\$303.55
CENTURY LINK, phones	\$107.08
CHRIS MADDEN, services	\$1,990.05
CITY OF PAPILLION PARKS/RECR, services	\$35.00
CITY OF PAPILLION, services	\$2,928.05
CONRECO INC, bld&grnds	\$42.00
CONSOLIDATED MGMT, travel	\$640.50
CONTROL MASTERS Inc, services	\$290.00
COX COMMUNICATIONS, services	\$160.09
CULLIGAN OF OMAHA, bld&grnds	\$10.00
D & K PRODUCTS, supplies	\$3,562.75
DATASHIELD CORP, services	\$6.75
DEARBORN NAT'L LIFE CO, services	\$9,911.25
DH WIRELESS SOLUTIONS, services	\$5,773.74
DHHS REG/LIC-POOL PERMIT, services	\$240.00
DIAMOND VOGEL PAINTS, bldg&grnds	\$183.46
DULTMEIER SALES & SERVICE, maint.	\$436.30
EARL RISER CONCRETE, bld&grnds	\$2,000.00
EDGEWEAR SCREEN PRINTING, apparel	\$1,006.00
EFTPS, payroll	\$67,857.63
EXCHANGE BANK, services	\$305.79
FASTENAL CO, services	\$34.93
FERGUSON ENTERPRISES, services	\$220.66
FILTER CARE, maint.	\$18.00
FIRST NATIONAL BANK FREMONT, services	\$16,867.50
GCR TIRES & SERVICE, maint.	\$322.94
GREAT PLAINS GFOA, services	\$550.00
GREENKEEPER CO, supplies	\$483.76
GT DISTRIBUTORS INC , services	\$1,710.00
GUNN, B., travel	\$405.00
HARM'S CONCRETE, maint.	\$105.00
HOBBY LOBBY STORES, supplies	\$11.98
HUNDEN STRATEGIC PARTNERS, services	\$4,901.00
ICMA, payroll	\$35,616.67
INSIGHT PUBLIC SECTOR, services	\$3,879.25
J & J SMALL ENGINE SERVICE, maint.	\$423.83
J Q OFFICE EQUIPMENT, services	\$128.64
KINDIG, D., travel	\$256.00
KRIHA FLUID POWER CO INC, maint.	\$151.82
LA VISTA COMM FOUNDATION, payroll	\$60.00
LFOP DUES, payroll	\$1,220.00
MAPA-METRO AREA PLAN AGNCY, services	\$60.00
MARK A KLINKER, services	\$200.00
MARTIN MARIETTA AGGREGATES, services	\$4,262.44
MATHESON TRI-GAS, maint.	\$13.50
MAX I WALKER UNIFORM RENTAL, services	\$609.70
MENARDS-RALSTON, bld&grnds	\$818.73
METRO COMM COLLEGE, services	\$17,305.46
MIDWEST RIGHT OF WAY, services	\$1,675.00
MIDWEST TURF & IRRIGATION, supplies	\$187.67
MILLER PRESS, services	\$213.00
MUD, utilities	\$905.98
NE CHILD SUPPORT PAYMENT CTR, payroll	\$966.08

MINUTE RECORD

May 3, 2016

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

NE DEPT OF REVENUE-LOTTERY, taxes	\$88,185.00
NE SOFTBALL ASSN, services	\$1,295.00
NE STATE INCOME TAX, payroll	\$9,947.24
NEWMAN TRAFFIC SIGNS, maint.	\$3,025.40
NIGHT FLYER GOLF INC, supplies	\$1,157.00
NPZA-NE PLANNING/ZONING ASSN, services	\$560.00
NUTS AND BOLTS INC, maint.	\$4.29
ODB COMPANY, maint.	\$294.27
OFFICE DEPOT INC, supplies	\$340.55
OFFUTT YOUTH CENTER, services	\$1,008.00
OMAHA MAGAZINE LTD, services	\$446.00
OMAHA WINNELSON, bld&grnds	\$425.00
OMNI, maint.	\$579.15
ONE CALL CONCEPTS, services	\$253.53
PAYLESS OFFICE PRODUCTS, supplies	\$251.32
PLAINS EQUIPMENT GROUP, maint.	\$1,221.10
POLICE INSURANCE, payroll	\$261.89
PREMIER-MIDWEST BEVERAGE CO, supplies	\$320.25
PRO-PAPILLION RECREATION ORG, services	\$1,725.00
QUALITY BRANDS OF OMAHA, supplies	\$363.40
RAMIREZ, R., travel	\$405.00
RAY ALLEN MANUFACTURING, services	\$40.49
RECORDED BOOKS, LLC, media	\$195.74
REGAL AWARDS, supplies	\$470.00
RETRIEVEX, services	\$125.61
SAPP BROS PETROLEUM , supplies	\$2,062.06
SARPY COUNTY COURTHOUSE, services	\$4,100.37
SARPY COUNTY TREASURER, services	\$2,447.75
SCHEMMIER ASSOCIATES, services	\$573.75
SIGN IT, supplies	\$80.00
SOLBERG, C., travel	\$405.00
SPRINT, services	\$119.97
STOPAK, S., travel	\$405.00
TED'S MOWER SALES, services	\$12.50
THOMPSON DREESSEN & DORNER, services	\$3,486.32
TIELKE'S SANDWICHES, supplies	\$44.82
TORNADO WASH, maint.	\$410.00
TRANS UNION RISK, services	\$25.00
TURFWERKS, maint.	\$27.26
UNITED SEEDS INC, supplies	\$330.00
VAN RU CREDIT CORP, payroll	\$31.24
VERIZON WIRELESS, phones	\$272.21
WAL-MART, supplies	\$1,925.04
WHITE CAP CONSTR SUPPLY, maint.	\$79.99
WICK'S STERLING TRUCKS, maint.	\$147.00

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

1ST QUARTER REPORT – SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION

Andrew Rainbolt representing the Sarpy County Economic Development Corporation presented Council with the first quarter report.

MINUTE RECORD

May 3, 2016

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Assistant City Administrator Ramirez reminded the Mayor and Council of the Park Tour on May 10, 2016 at 5:30.

Director of Public Works Soucie gave updates on Thompson Creek and 66th Street. Soucie also informed Council that clean up days were April 22nd and 23rd.

B. RESOLUTION – INTERLOCAL AGREEMENT – LAW RECORDS MANAGEMENT SYSTEM CONSULTING SERVICES

Councilmember Hale introduced and moved for the adoption of Resolution No.16-043; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, THE CITY OF BELLEVUE AND THE CITY OF PAPILLION FOR THE SELECTION OF A LAW RECORDS MANAGEMENT CONSULTANT IN AN AMOUNT NOT TO EXCEED \$8,335.00.

WHEREAS, the Mayor and Council have determined that replacement of the current law records management system may be necessary; and

WHEREAS, the Parties in the Agreement would benefit jointly from the purchase and use of a Law Records Management System (LRMS); and

WHEREAS, the purpose of this Agreement is to share the cost for a technical study of benefits, needs, and uses of a shared LRMS system; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq., the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to 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 local communities;

WHEREAS, the Agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with Sarpy County, the City of Bellevue, and the City of Papillion for the selection of a LRMS consultant in an amount not to exceed \$8,335.00.

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

C. RESOLUTION – MAINTENANCE AGREEMENT – THOMPSON CREEK CHANNEL REHABILITATION – GROUP B CHANNEL RECONSTRUCTION

Councilmember Quick introduced and moved for the adoption of Resolution No.16-044; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH YANO'S NURSERY, INC., OMAHA, NEBRASKA, TO PERFORM YEAR 1, YEAR 2 AND YEAR 3 CHANNEL MAINTENANCE IN THE THOMPSON CREEK CHANNEL REHABILITATION – GROUP B CHANNEL RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$33,000

WHEREAS, the City has determined it is necessary to contract the channel maintenance directly with a sub-contractor; and

WHEREAS, the FY 16 Capital Improvement Program provides funding for this maintenance and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, to authorize an agreement with Yano's

MINUTE RECORD

May 3, 2016

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

Nursery, Inc., Omaha, Nebraska to perform Year 1, Year 2 and Year 3 Channel Maintenance in the Thompson Creek Channel Rehabilitation — Group B Channel Reconstruction Project in an amount not to exceed \$33,000.

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

D. RESOLUTION – PARTIAL ACQUISITION CONTRACT – SUPPLEMENTAL SERVICES – CITY PARKING DISTRICT ACCESS IMPROVEMENTS

Councilmember Sell introduced and moved for the adoption of Resolution No.16-045; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PARTIAL ACQUISITION CONTRACT WITH PINNACLE BANK TO ACQUIRE A PORTION OF LOT 1, SOUTHPORT EAST REPLAT THREE FOR ADDITIONAL RIGHT OF WAY TO WIDEN SOUTHPORT PARKWAY AT ITS INTERSECTION WITH GILES ROAD IN AN AMOUNT NOT TO EXCEED \$10,600.

WHEREAS, the City Council of the City of La Vista has determined that said partial acquisition of right of way to widen Southport Parkway at its intersection with Giles Road; and

WHEREAS, the FY 16 Capital Improvement Program (CIP) provides funding for this project; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the City Administrator to execute a partial acquisition contract with Pinnacle Bank to acquire a portion of Lot 1, Southport East Replat Three for additional right of way to widen Southport Parkway at its intersection with Giles Road in an amount not to exceed \$10,600.

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

E. CLASS I LIQUOR LICENSE – SSL OPERATING GROUP LLC DBA SWIZZLE STIX LOUNGE

1. PUBLIC HEARING

At 7:25 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Class I Liquor License for SSL Operating Group LLC dba Swizzle Stix Lounge.

At 7:25 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Hale introduced and moved for the adoption of Resolution No.16-046; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION FOR SSL OPERATING GROUP LLC DBA SWIZZLE STIX LOUNGE, IN LA VISTA, NEBRASKA.

WHEREAS, SSL Operating Group LLC dba Swizzle Stix Lounge, 7101 S 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

MINUTE RECORD

May 3, 2016

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by SSL Operating Group LLC dba Swizzle Stix Lounge, 7101 S 84th Street, La Vista, Sarpy County, Nebraska.

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

Councilmember Crawford made a motion to move Comments from the Floor ahead of Item F Executive Session. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

F. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 7:27 p.m. Councilmember Crawford made a motion to go into executive for protection of the public interest for contract negotiations Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:52 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig reminded the City Council that the Carnival at G. Stanley Hall is Friday May 6 and those able to help should be there around 4:15 p.m.

At 7:57 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

MINUTE RECORD

A-3

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

LA VISTA CITY COUNCIL MEETING – PARK TOUR May 10, 2016

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 5:30 p.m. on May 10, 2016. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Community Development Director Birch, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak and Assistant Public Works Director/City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on April 27, 2016. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

OVERVIEW OF THE PARK TOUR

Assistant City Administrator Ramirez gave an overview of the purpose of this park tour. Ramirez stated that they would visit parks and areas that have recently completed projects or anticipate have projects done in reference to the Master Park Plan. Ramirez stated that they would visit City Park Softball fields, Triangle Park, Centennial Park, Applewood Creek Trail, Jaycee Park, Camenzind Park, Thompson Creek area, and the Golf Course.

PARK TOUR

All those present at the meeting participated in the tour of the city parks and areas mentioned previously.

At 7:30 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

[Signature]

Pamela A. Buethe, CMC
City Clerk



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

A-4

COPY

PLANNING COMMISSION MINUTES
APRIL 21ST, 2016-7:00 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, April 21st, in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman John Gahan called the meeting to order at 7:00 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, John Gahan, Tom Miller, Kevin Wetuski, Kathleen Alexander and Mike Circo. Members absent were: Harold Sargus, Jackie Hill and Jason Dale. Also in attendance were Chris Solberg, City Planner; Meghan Engberg, Permit Technician; Ann Birch, Community Development Director; and John Kottmann, City Engineer.

Legal notice of the public meeting and hearing were posted, distributed and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

1. Call to Order

The meeting was called to order by Chairman Malmquist at 7:00 p.m. Copies of the agenda and staff reports were made available to the public.

2. Approval of Meeting Minutes – February 18, 2016

Krzywicki moved, seconded by Miller to approve the February 18th minutes. **Ayes:** Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, and Miller. **Nays: None. Abstain: None. Absent: Hill, Sargus, and Dale. Motion Carried. (7-0)**

3. Old Business

4. New Business

A. Public Hearing for an amendment to Conditional Use Permit – Casey's General Stores, Inc.

i. **Staff Report – Chris Solberg:** Solberg states that Casey's Retail Company is requesting to amend the Conditional Use Permit for their current use at 9542 Giles Rd. The owner wishes to continue the operation of a convenience store with limited motor fuel sales, while expanding the use by providing for two building additions and modifications to the site plan. Staff recommends approval of the Conditional Use Permit for Casey's General Store, conditional on the correction of the existing landscaping issues through the building permit process for the building additions, as the CUP amendment request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ii. **Public Hearing- Opened by Gayle Malmquist**
Wally Pelds from Pelds Engineering Company came and spoke on behalf of this project. He stated that they are looking to expand due to the fact that their food sales are rising and the kitchen is not big enough to accommodate for this. Expansion will be on the east and west sides of the building to include room to

build a freezer to hold more pizza dough. He asked for approval on their CUP recommendation and offered to answer any questions that the commission may have.

Miller stated that the citizens of La Vista seem to eat a lot of pizza.

Pelds agreed.

Circo asked if the expansions were going to be similar to the stores in Council Bluffs.

Pelds said that this expansion will be a little different because the expansion on the west side will connect with the hip roof to keep the design of the building the same and on the east side it will have a walk in freezer with a flat roof to blend in with that side of the building.

Malmquist asked if they had looked over the changes and concurred with the changes.

Pelds said yes and that the latest site plan should be in compliance including showing additional plantings. They are also going to be replanting a tree and some bushes that have died. He also mentioned that it was brought up that the entrance was looking a little beat up and will be meeting with their concrete guy to address that issue when the expansion is being done.

Krzywicki asked Solberg if the plan did not include where the dumpster needed to be relocated to yet.

Solberg said that they did request dumpster relocation. At one time it was on the south and requested that it be moved back to the north side. He said that the site plan does show that.

Krzywicki asked if it is flush to the front of the building because that is where the plans show it.

Solberg said that there was some back and forth with the engineering company and that he doesn't think that it is fully flush at this time.

Pelds said that they pushed it back as far as they could to make it appear flush to the building.

Malmquist closed the Public Hearing.

- iii. Recommendation:*** Circo moved, seconded by Alexander to approve the Conditional Use Permit for Casey's General Store, conditional on the correction of the existing landscaping issues through the building permit process for the building additions, as the CUP amendment request is consistent with the Comprehensive Plan and the Zoning Ordinance. ***Ayes: Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, and Miller. Nays: None. Abstain: None. Absent: Hill, Sargus, and Dale. Motion Carried. (7-0)***

B. Public Hearing for Final PUD Site Plan – Cutchall Property Management, LLC

- i. **Staff Report – Chris Solberg:** Solberg states that Cutchall Property Management, LLC is requesting a PUD Site Plan to allow for a fast food establishment with drive thru. Staff's recommendation is to approve of the PUD Site Plan for a fast food establishment, as the PUD Site Plan is consistent with the Comprehensive Plan and the Zoning Ordinance.
- ii. **Public Hearing – opened by Gayle Malmquist**

Brad Blakeman from Blakeman Engineering came up and spoke on behalf of Cutchall Management Company. They are looking at constructing a Sonic at the southwest corner of Eastport Pkwy. and McDermott. He said that Mr. Cutchall was out of town, but his partner Tim Grieggs, was here tonight. He said that after doing some extensive searching, that this would a good place to build. The lot is vacant and they would be building a new store on that site. He offered for himself or Mr. Grieggs to answer any questions they may have.

Krzywicki mentioned that the Sonic on 72nd has 2 sided parking under the canopy and that this one appeared to only have one. He asked for clarification on this.

Grieggs said that that was correct.

Krzywicki asked why they were only going with one side having a canopy.

Grieggs said that as they have continued to develop the restaurants, 90% of their sales are through the drive thru and the extra stalls are not needed.

Krzywicki asked about the plan not having an entrance only or exit only areas. He asked if this was looked at with this site.

Solberg said that he would have to defer that to Kottmann, but he believed that there access controlled spots on Southport Pkwy. and some setback of the connections.

Kottmann said there is no access allowed on Eastport Pkwy. and a limited number of driveways allowed in the development plan for that area in general. He said that due to traffic, that putting one driveway on that site is an acceptable situation.

Grieggs said that the reason that the driveway is located where it is at on the plans is because right across from them is another driveway on the north.

Malmquist closed the Public Hearing.

- iii. **Recommendation:** Gahan moved, seconded by Wetuski to approve the PUD Site Plan as it is consistent with the Comprehensive Plan. **Ayes:** Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, and Miller. **Nays:** None. **Abstain:** None. **Absent:** Hill, Sargus, and Dale. **Motion Carried. (7-0)**

C. Public Hearing for Conditional Use Permit – Cauble Sports, LLC

- i. **Staff Report – Chris Solberg:** Solberg states that Jeff Cauble of Cauble Sports, LLC is requesting a Conditional Use Permit to allow for indoor recreation, specifically cross-training in an approximately 5,000 square foot bay within a

30,933 square foot building in Lot 24A, Brook Valley Business Park. Staff recommends approval of the Conditional Use Permit for Cauble Sports, conditional on the resolution of the issues listed within the Review Comments prior to issuance of a Certificate of Occupancy as the CUP is request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ii. **Public Hearing – Opened by Gayle Malmquist**

Jeff Cauble from Cauble Sports, LLC stated that he is trying to get this zoned so he can open this facility. He said that he owns a youth track club and has been a personal trainer for 20 years. He usually trains clients one at a time because his current facility is so small. He coaches long jump and high jump and needs a facility that he can use year round. He said that this will be done in groups of about 4-5 kids at a time, with 12 being the maximum at one time. He will also be opening this up to parties and dodge ball for up to 12 kids, as well as personal training sessions for 1-3 people. He will also be having a morning yoga class for 10-12 people. His focus is private, personal service.

Miller asked how he gained his clients.

Cauble said mostly word of mouth, but with the track club, he trains a lot of his kids off season at the studio he is at now. He feels that by being able to open a bigger facility, he can train 4-5 kids at a time, making it more cost effective and affordable for his clients.

Malmquist asked if the dodge ball would take place inside.

Cauble said yes. He said about 1/3 of the space is offices and the rest he will be laying field turf down.

Wetuski asked if everything was going to be done 100% inside.

Cauble said yes, there will be no outside activities.

Gahan asked if this his first location.

Cauble said that he has a location as a personal trainer, but this would be his first expansion.

Malmquist asked where his current location was.

Cauble said that he is located at 168th and Q, but he does do some in home stuff and also trains kids at the Papillion La Vista High School track.

Gahan mentioned that there are 2 items under the review comments concerning the entrance and exit requirements and with the Papillion Fire Marshall about the type of fire resistant construction. He asked if Cauble had addressed those 2 issues.

Cauble said yes, but that he is having problem with the owner, who is in New York. He said that the owner has been very difficult and are not letting him doing of this stuff until he has the permit and will not give him a lease or sink any money until he has the CUP.

Malmquist mentioned there was something stated about there not being enough parking, but that the applicant stated that the clients are mostly kids that are being dropped off and picked up.

Cauble reaffirmed that and also reiterated that his class sizes are very small as well.

Krzywicki asked Solberg with the conditions put on the approval recommendation, if he thought that the CUP covers that satisfactorily if a recommendation and approval of the permit was issued that he wouldn't be able to operate until those conditions were met.

Solberg stated that that is how we operate here. He would have to obtain a C.O. in order to start operations. He said that those are aspects that are typically reviewed during the building permit process and in order to get his C.O., he has to clear those aspects anyway, but they wanted to make sure that it was part of the CUP approval process.

Gahan asked if those are normal fire codes that all businesses would have to meet regardless.

Solberg said that is correct. He said that this type of occupancy has certain fire codes that they have to meet just like any other occupancy.

Malmquist closed the Public Hearing.

- iii. **Recommendation:** Miller moved, seconded by Alexander for approval of the Conditional Use Permit for Cauble Sports, conditional on the resolution of the issues listed within the Review Comments prior to issuance of a Certificate of Occupancy as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance. **Ayes: Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, and Miller. Nays: None. Abstain: None. Absent: Hill, Sargus, and Dale. Motion Carried. (7-0)**

D. Public Hearing regarding an amendment to the City of La Vista Comprehensive Plan – Page 4.20 – Narrative under “Commercial”. Chapter 4: Land Use and Development.

- i. **Staff Report – Chris Solberg:** Solberg states that in 2010 City Council adopted A Vision Plan for 84th Street which included an extensive public process resulting in a master plan which identifies that the vision for 84th Street is the creation of a downtown for the community. Numerous references throughout the plan called for a mixed use city center. Step 7 of the “Next Steps” section of the plan also noted the need to identify action items, such as rezoning of the property. Staff, in review of A Vision Plan for 84th Street, have concluded at a mixed use district is necessary for the proper implementation of the plan. In order to incorporate mixed-use zoning into the City of La Vista Zoning Ordinance, an amendment to the City of La Vista – Comprehensive Plan 2007 is necessary. Chapter 4: Land Use and Development profiles that land uses within the planning jurisdiction. The attached amendments to this chapter are consistent with the need for mixed – use redevelopment along the 84th Street corridor. Staff recommends approval of the amendment of the City of La Vista Comprehensive Plan 2007 – Chapter 4: Land Use and Development.

ii. **Public Hearing – opened by Gayle Malmquist.**

Public Hearing Closed by Malmquist, as there were no members of the public present.

Krzywicki asked if the changes were fairly open as long as it was a redevelopment for anything along 84th Street.

Solberg said yes, that this opens up a way to implement a mixed use district. The intention is to have a mixed use district in the 84th Street district.

Krzywicki confirmed that it would be Harrison to Giles that would be able to be rezoned.

Solberg said yes.

Malmquist asked if the City Center area was defined anywhere.

Solberg said that the City Center is defined in the 84th Street Vision Plan as well as the redevelopment plan to be the Walmart area from the golf course to the car wash. He said that area is the main focus of the mixed use zoning regulations that will be seen in agenda item 4E, however it will allow for other mixed use zoning in that district.

iii. **Recommendation:** Krzywicki moved, seconded by Circo to approve the amendment of the City of La Vista Comprehensive Plan 2007 – Chapter 4: Land Use and Development as highlighted in the attachment. **Ayes: Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, and Miller. Nays: None. Abstain: None. Absent: Hill, Sargus, and Dale. Motion Carried. (7-0)**

E. Public Hearing for Zoning Ordinance Text Amendments – Sections 2.02, 2.14, and 2.16 (Definitions “A”, “M”, and “O”); 5.00-5.01 (Districts; Use); 5.15 (Planned Unit Development District); 5.19 (Mixed Use – Town Center District); 7.01.05 (Permitted Signs and Limitations); 7.07 (Off-Street Parking: Shared Parking); and 7.17 (Landscaping Requirements) – City of La Vista

i. **Staff Report – Chris Solberg:** Solberg states that in 2010, the City Council adopted A Vision for 84th Street which included an extensive public process resulting in a master plan which identifies that the vision for 84th Street is the creation of a downtown for the community. Numerous references throughout the plan called for a mixed use city center. Step 7 of the “Next Steps” section of the plan also noted the need to identify action items, such as rezoning of the property. Staff, in review of A Vision Plan for 84th Street, have concluded a mixed use district is necessary for the proper implementation of the plan. He mentions that the commissioners have before them is not a mixed use city center district, but also several changes throughout the zoning ordinance that are necessary because each of those sections refer back to different districts throughout the zoning district. Staff recommends approval of the zoning text changes to the City of La Vista’s zoning ordinance.

ii. **Public Hearing- Opened by Gayle Malmquist**

Krzywicki asked that on the definition section for Artist's Live-Work Space if it was intended only for artist's businesses or could it be for other businesses as long as they complied with the other part that talks about not including activity that causes noise, odor, vibration, etc.

Solberg said that the term is Artist Live- Work Space, which means that they look to make sure that it lines up with the main term which includes artists involved in it, so in order to maintain that narrow view so it doesn't go awry, they make sure that artist is part of the use.

Krzywicki asked if another type of use would need to be included in mixed use development, you would have to insert another one with that definition.

Solberg said yes, that there a number of uses in that district, but if there was something that they haven't listed as a use in the mixed use district, they would have to come back and do a zoning text amendment to put that use in.

Malmquist asked if there has been some call for Artist Work-Live Space.

Solberg said that there hasn't been a call for that specifically, but in their review of the base model for this mixed use district that came from the American Planning Association, this was one of the uses that was listed within that district that they're using as a model. They feel they need to provide some flexibility for that to allow for that creativity throughout the city and to allow for startup businesses like that in this community and they decided to add that as a use.

Krzywicki compared to it being like loft living where you live and work at the same location.

Solberg mentioned that there a few spots in Council Bluffs that are using something similar to that.

Malmquist asked if this definition for Artist Live-Work Space and manufacturing artist unlimited coincide with one another. Allowing for manufacturing by the artisan in the live-work space.

Solberg said it allows for minor manufacturing, but it's not necessarily a live-work space, so if you had someone who was making a sculpture in one of the tenant bays on the commercial side, they could be doing some sculpting in that tenant bay, but they wouldn't necessarily be living there. They wanted to make sure it was limited so there wasn't full out manufacturing of that stuff.

Krzywicki mentioned the one difference between that and home occupation is that customers can come to the place where they live at and work at, where a home occupation does not.

Solberg said yes; in their definition that would not be listed as a home occupation conditional use permit. This would be permitted out right as it is.

Krzywicki said that this would be better for someone who does not have a property here yet because it would allow for them to have customers come to their home operation.

Solberg reiterated that it was for artists.

Malmquist mentioned that they had added an Open Air Farmer's Market because there probably had not been one there before.

Solberg said that it's one of those things that if you are trying to create a downtown for the City of La Vista, you are going to want some type of farmer's market space.

Krzywicki asked if these types of definitions are more than just mixed use or not.

Solberg said that whenever an amendment to a section definition has been done, the entire section has to be shown, per the City Attorney. The red line is just what's new and all of the other is existing definitions.

Krzywicki asked if the Open Air Farmer's Market would be allowed in a C-1 District.

Solberg said that he believed that they do allow for it as an accessory use.

Birch mentioned that she believed that this was the only place they have it as a permitted use.

Solberg agreed and said that he believed that this is the only place that they have allowed for this specific use.

Krzywicki asked about section 5.19 and what the P's and C's were designating on there.

Solberg said that if you look above section 5.19.03, the key for that is there.

Public Hearing closed by Malmquist.

- iii.* **Recommendation:** Gahan moved, seconded by Wetuski to approve of item 4E, the Zoning Ordinance Text Amendments as described earlier by the chair, as they are consistent with the Comprehensive Plan and Zoning Ordinance. **Ayes:** Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, and Miller. **Nays:** None. **Abstain:** None. **Absent:** Hill, Sargus, and Dale. **Motion Carried. (7-0)**

5. Comments from the Floor

None, no members of the public were present.

6. Comments from Planning Commission

Miller asked if we were any closer to negotiations with Kroenke and purchasing of the property.

Solberg said that we haven't moved forward with the purchase of the property yet. He said that this one of the items he has been tasked with since he was hired back in February of 2010. He mentioned there has been push from administration to get this done and hopefully something will be seen in the near future to get this moving along down the road.

Gahan asked if acquiring the property for a developer from Kroenke is what we were waiting to do. He asked if this was holding things up from happening on 84th Street. He said that he is being asked by his neighbors what the problem and hold up has been on this.

Birch told him to tell his neighbors to stay tuned and that hopefully more information will be available at the next meeting.

Solberg agreed and said that he would have more information for them at the next Planning Commission meeting.

Gahan asked if we were closer to getting something to pop.

Solberg said that he would give more information at the next meeting.

Krzywicki asked what the number of work days remaining were being permitted for 66th Street resurfacing.

Kottmann said that Sarpy County is actually leading that project. We are participating with them in the cost of the project, so they are the ones monitoring it. However, had it not rained on Monday and yesterday, they would have been done this week. He said that the project will most likely be done at the end of next week.

Krzywicki reiterated that that would not include rectorbing until the sewers were done.

Kottmann said that this was an interim project and we are doing asphalt patching and an asphalt overlay. This will buy us 7-8 years until we can actually do the federal aid project, which includes a 3 lane road with curbs, storm sewer and make it a regular urban street. This is an approved project with the MAPA transportation program. Design work is to start next year, construction will begin in the 2020-21 year, with completion not being any sooner than 2021.

7. Comments from Staff

Solberg said that the Comprehensive Plan is underway. They had another phone call with the consultant today and hopefully will have things running down the road pretty soon. They are looking to have some meetings in the near future on it. There is going to be another Taste of La Vista event this summer and hope to have a draft of the plan at that event. There are also plans to have a meeting with the Planning Commission, as well as the advisory committee as we go through this process. Solberg also talked about Costco being fully underway with construction and mentioned that there are also a number of other developments underway at this time.

8. Adjournment

Meeting adjourned by Malmquist

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chairperson

Approval Date

\\\Lvdcfp01\Users\Community Development\Planning Department\Planning Commission\Minutes\2015\5-28-2015PC Minutes - Draft.Docx

INVOICE

A-5

TO: CITY OF LAVISTA
ATTN: JOE SOUCIE
8116 PARK VIEW
LAVISTA NE 68128

Billing Address:
Nebraska Department of Roads
c/o Controller Division
1500 Hwy 2
PO Box 94759
Lincoln NE 68509-4759

	DATE	ACCOUNT NUMBER	INVOICE NUMBER
COST DESCRIPTION	03-14-2016	L2075	0635493
			COST

FINAL SETTLEMENT TOWARDS FINANCING PROJECT # MAPA 5017(4)
IMPROVEMENTS ON 96TH STREET FROM PORTAL RD NORTH 1.8
MILES TO HARRISON STREET IN LAVISTA.

PROJECT #: MAPA 5017(4)
CONTROL #: 22478
AGREEMENT #: BM1129

AMOUNT DUE THIS INVOICE: \$5,946.34
SEE ATTACHED FOR DETAILS.

5,946.34

Date <u>5-10-16</u>	<input type="checkbox"/> Pay by Petty Cash
Code <u>05.71.0846.09</u>	Dept. Head <u>JS</u>
Dept. Head _____	

CONTACT R NIMMICH

AT 402-479-3528 WITH ANY QUESTIONS

PREPARED BY:	DESCRIPTION:	PAY THIS AMOUNT
R NIMMICH	5017(4)	5,946.34

DETACH THIS PORTION AND RETURN WITH A PAYMENT

Make checks payable to & Mail to:

Nebraska Department of Roads
c/o Controller Division
PO Box 94759
Lincoln NE 68509-4759

LAVISTA/CITY OF

CUSTOMER NAME

03-14-2016

DATE OF INVOICE

TERMS

This amount is due
upon receipt of this
invoice



Pete Ricketts
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Kyle Schneweis, P.E., Director

1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759
Phone (402) 471-4567 • FAX (402) 479-4325 • www.roads.nebraska.gov

March 14, 2016

City of La Vista
% Joe Soucie
8116 Park View
La Vista, NE 68128

Final settlement towards financing Project # MAPA 5017(4), Improvements on 96th Street from Portal Rd North 1.8 miles to Harrison St in La Vista. Agreement # BM1129.

FINAL PROJECT STATEMENT PARTICIPATION

	TOTAL	FEDERAL	STATE	CITY
Preliminary Engineering	\$ 2,966.09	2,372.87		593.22
Construction	\$ 513,394.69	410,715.75		102,678.94
Construction Engineering	\$ 72,090.06	57,672.04		14,418.02
 TOTALS	 \$ 588,450.84	 \$ 470,760.66	 \$	 \$ 117,690.18
City Credits				<u>(111,743.84)</u>
DUE STATE BY CITY				\$ 5,946.34

This project is complete. This letter is notification of project completion for your records and file retention per Section 14.8 of the LPA Manual. Please retain all project and accounting records pertaining to this project for a period of three years from the date of this letter.

Rhonda Nimmich

Rhonda Nimmich
Controller Division-Project Finance
402-479-3528
Rhonda.Nimmich@Nebraska.gov

CN# 22478



Right of Way Services, Inc.

www.midwestrow.com

A-6

April 28, 2016

John Kottman, City Engineer
c/o City of La Vista, Nebraska
8116 Park View Blvd
La Vista, Nebraska 68128

Invoice No.: 4283
Midwest Right of Way Services #474
Services in connection with the
City of La Vista - Southport Parkway Turn Lane Project

Total Contract	\$ 4,955.00
Amount Previously Invoiced	\$ 1,675.00

For the period of March 26, 2016 through April 22, 2016

Project Manager	1.00	hours at	\$95	per hour	\$ 95.00
Acquisition Agent	8.50	hours at	\$85	per hour	\$ 722.50
Miles	72.00	miles	\$0.540	per mile	\$ 38.88

Total Amount Due for this Invoice:	\$ 856.38
-------------------------------------------	------------------

Total Remaining on Contract (after this invoice)	\$ 2,423.62
---------------------------------------------------------	--------------------

Past Due Invoices:

Total Amount for Past Due Invoices:	\$ -
--------------------------------------------	-------------

TOTAL AMOUNT CURRENTLY DUE:	<u>\$ 856.38</u>
------------------------------------	-------------------------

For questions regarding this invoice, please call Jack Borgmeyer at 402-955-2900.

O.K. to pay
JMK 5-4-2016

Consent Agenda 5/17/16 (P.D.)

05.71.0899.03

A-7
Invoice

Upstream Weeds

*Bringing Science to People, &
People to Science!*

3942 N. 66th Street
Omaha, NE 68104
Phone 402-881-6919
Email: Chris@upstreamweeds.com

Upstream Weeds

Chris Madden company
*Bringing Science to People, &
People to Science!*

INVOICE # 023
DATE: MAY 2, 2016

INVOICING TERM: 4/01/16- 4/30/16

TO John Kottmann, City Engineer
City of La Vista, Nebraska
Public Works Department
9900 Portal Road
La Vista, NE 68128

CONTRACTOR	PROJECT	PAYMENT TERMS
Chris Madden	Papillion-La Vista Partnership	Due on receipt

Description	Qty	Unit Price	line total
April 1 - 7, 2016			
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	5	\$ 25.00	\$ 125.00 ✓
Client Account Management and Administration (reporting, documentation, & billing)	3	\$ 25.00	\$ 75.00 ✓
External meeting (preparation, attendance, & follow-ups)	4	\$ 25.00	\$ 100.00 ✓
New Contract execution-plan development	4	\$ 25.00	\$ 100.00 ✓
Event Coordination	11	\$ 25.00	\$ 275.00 ✓
Event Coordination (7 hours Pro Bono)	7	\$ -	\$ -
UNO- Collaborative Time	3	\$ 25.00	\$ 75.00 ✓
April 8 - 14, 2016			
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	8	\$ 25.00	\$ 200.00 ✓
Client Account Management and Administration (reporting, documentation, & billing)	3	\$ 25.00	\$ 75.00 ✓
Citizen Science Initiatives (planning, implementation, & maintenance)	4	\$ 25.00	\$ 100.00 ✓
Event Coordination	11	\$ 25.00	\$ 275.00 ✓
Event Coordination (24 hours Pro Bono)	24	\$ -	\$ -
Documentation & Field Research	3	\$ 25.00	\$ 75.00 ✓
UNO- Collaborative Time	1	\$ 25.00	\$ 25.00 ✓
April 15 - 21, 2016			

Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	12	\$ 25.00	\$ 300.00	✓
Citizen Science Initiatives (planning, implementation, & maintenance)	9	\$ 25.00	\$ 225.00	✓
Citizen Science Initiatives (planning, implementation, & maintenance) (10 hours Pro Bono)	10	\$ -	\$ -	
Event Execution	9	\$ 25.00	\$ 225.00	✓
Event Execution (8 hours Pro Bono- Kaplan Intern)	8	\$ -	\$ -	
April 22 - 31, 2016				
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	12	\$ 25.00	\$ 300.00	✓
Partner Correspondence (recruitment, retention, collaboration, and follow-ups) (5 hours Pro Bono)	5	\$ -	\$ -	
Client Account Management and Administration (reporting, documentation, & billing)	2	\$ 25.00	\$ 50.00	✓
New Contract execution-plan development	4	\$ 25.00	\$ 100.00	✓
Event Coordination	5	\$ 25.00	\$ 125.00	✓
UNO- Collaborative Time	1	\$ 25.00	\$ 25.00	✓
Event Execution	6	\$ 25.00	\$ 150.00	✓
Event Execution (6 hours Pro Bono- Public School Intern)	6	\$ -	\$ -	
Expenses				
Day of Event Expenses	1	\$ 216.26	\$ 216.26	✓
Sub Total		\$ 3,216.26		
50% Cost Share paid by Papillion		\$ (1,608.13)		
Total Due		\$ 1,608.13		

Please make all checks available to Chris Madden

O.K. to pay

✓MK 5-3-2016
02.43.0505

Consent Agenda 5/17/16 (P)

A-8

APPROVED

AB 5-2-16
05-71-0874.01

LOGAN SIMPSON

City of La Vista
Attn: Accounts Payable
8116 Park View Boulevard
La Vista, NE 68128

Project Number: 145281 City of La Vista Comprehensive Plan Update
Principal: Bruce Meighen

Invoice Number: 18524
Date: April 22, 2016

Professional Services for the period of 12/05/2015 through 03/25/2016

Task Description	Contract Amount	% Complete	Complete to Date	Previous Billed	Current Amount
1 PLAN FOR A PLAN					
1.1 Ongoing Project Management	\$ 3,412.00	88%	\$ 2,985.50	\$ 2,814.90	\$ 170.60
1.2 Staff Kickoff Workshop	\$ 3,492.00	100%	\$ 3,492.00	\$ 3,492.00	\$ -
1.3 Public Involvement Plan	\$ 658.00	100%	\$ 658.00	\$ 658.00	\$ -
1.4 Public Kickoff Event	\$ 7,584.00	100%	\$ 7,584.00	\$ 7,584.00	\$ -
1.4A Public Kickoff Event #2 (Salute to Summer)	\$ 4,400.00	100%	\$ 4,400.00	\$ 4,400.00	\$ -
1.5 Existing Conditions Snapshots	\$ 4,562.00	100%	\$ 4,562.00	\$ 4,562.00	\$ -
1.6 Stakeholder / Focus Group Interviews	\$ 4,792.00	100%	\$ 4,792.00	\$ 4,792.00	\$ -
1.7 Advisory Committee Establishment	\$ 310.00	100%	\$ 310.00	\$ 310.00	\$ -
1.8 Comprehensive Plan Audit & Issues Summary	\$ 2,770.00	100%	\$ 2,770.00	\$ 2,770.00	\$ -
2 VISIONING, OPPORTUNITIES & FRAMEWORKS					
2.1 Visioning Survey	\$ 910.00	100%	\$ 910.00	\$ 910.00	\$ -
2.2 Public Visioning Event	\$ 8,784.00	100%	\$ 8,784.00	\$ 8,784.00	\$ -
2.3 Vision Document	\$ 5,632.00	100%	\$ 5,632.00	\$ 5,632.00	\$ -
2.4 Opportunities	\$ 4,532.00	100%	\$ 4,532.00	\$ 4,532.00	\$ -
2.5 Character Districts, Opportunity Areas & Policy Choices	\$ 4,564.00	100%	\$ 4,564.00	\$ 4,564.00	\$ -
2.6' Community Opportunities & Choices Workshops	\$ 8,784.00	100%	\$ 8,784.00	\$ 8,784.00	\$ -
2.7 Refinement of Community Choices	\$ 870.00	100%	\$ 870.00	\$ 826.50	\$ 43.50
3 THE PLAN					
3.1 Strategies & Plan Development	\$ 2,990.00	100%	\$ 2,990.00	\$ 598.00	\$ 2,392.00
3.2 Preliminary Land Use Plan	\$ 4,510.00	20%	\$ 902.00	\$ 902.00	\$ -
3.3 Preliminary Implementation Strategies	\$ 1,550.00	25%	\$ 387.50	\$ -	\$ 387.50
3.4 Sustainability Optimization	\$ 670.00	5%	\$ 33.50	\$ -	\$ 33.50
3.5 Transportation Optimization	\$ 1,110.00	5%	\$ 55.50	\$ -	\$ 55.50
3.6 Health Optimization	\$ 670.00	5%	\$ 33.50	\$ -	\$ 33.50
3.7 Preliminary Draft Plan	\$ 5,784.00	60%	\$ 3,470.40	\$ 1,156.80	\$ 2,313.60
3.7a Recreational Component Inclusions	\$ 2,552.00	15%	\$ 382.80	\$ -	\$ 382.80
3.8 Public Review/ Open House	\$ 5,712.00	0%	\$ -	\$ -	\$ -
3.9 Final Comprehensive Plan	\$ 2,970.00	0%	\$ -	\$ -	\$ -
3.10 Adoption	\$ 2,280.00	0%	\$ -	\$ -	\$ -
	<u>\$ 96,854.00</u>		<u>\$ 73,884.70</u>	<u>\$ 68,072.20</u>	<u>\$ 5,812.50</u>
Direct Expenses Total	\$ 11,575.00		\$ 16,984.84	\$ 18,937.79	\$ 47.05

Current Amount Due: \$ 5,859.55

Consent Agenda 5/17/16 (b)

A-9



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

INVOICE

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

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 114890
Date 04/26/2016
Project 0171-413 BIG PAPIO CREEK SIPHON
REPAIR

Professional Services from February 15, 2016 through April 10, 2016

PO #16-0094

Description	Current Billed
Topographic Survey	0.00
Engineering Services	2,655.00
Total	2,655.00

Invoice total **2,655.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
114890	04/26/2016	2,655.00	2,655.00				
		Total	2,655.00	2,655.00	0.00	0.00	0.00

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

OK to pay
JMK 5-2-2016
02.42.0314

Consent Agenda 5/17/16 *yes*

A-10



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

INVOICE

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

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 114874
Date 04/26/2016
Project 0171-414 CITY PARKING DISTRICT
ACCESS IMPROVEMENTS - DRAINAGE

Professional Services from March 14, 2016 through April 10, 2016

CIP Project No. PWST-16-002

PO #16-0094

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey (Downstream)	6,819.00	6,819.00	0.00	0.00
Task 2 - Conceptual Analysis	38,270.00	26,337.00	10,465.50	1,467.50
Total	45,089.00	33,156.00	10,465.50	1,467.50

Invoice total 1,467.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
114874	04/26/2016	1,467.50	1,467.50				
	Total	1,467.50	1,467.50	0.00	0.00	0.00	0.00

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

O.K. to pay
of MK 5-2-2016
05.71.0899.02

Consent Agenda 5/17/16

A-11

INVOICE



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

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

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 114873
Date 04/26/2016
Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from March 14, 2016 through April 17, 2016

P.O. #15-0092/16-0094

Description	Current Billed
Task A-Project Start-up	0.00
Task B-Design Development	0.00
Task C-Construction Documentation	0.00
Task D-Phase 2 Grant Acquisition	0.00
Task E-Pre-Construction Monitoring	0.00
Construction Phase Services	10,560.47
Contract Administration and Project Management	\$4,378.67
Erosion Control Monitoring and Reporting Services	350.15
Construction Staking	1,765.85
Construction Observation	4,065.80
Additional Services - OPPD	0.00
	Total 10,560.47

Invoice total 10,560.47

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
114873	04/26/2016	10,560.47	10,560.47				
	Total	10,560.47	10,560.47	0.00	0.00	0.00	0.00

O.K. to pay

EFMK 5-2-2016

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

Splits to:

05.71.0871.03 \$5,280.24
(NET)

05.71.0870.03 \$5,280.23
(NRD)

Consent Agenda 5/17/16 pb



A-12
4592

PO Box 1100, 100 Middle Street, Portland, ME 04104-1100

I N V O I C E

05/09/2016

Client #: 110382.41

Invoice #: 358096

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

\$ _____
AMOUNT REMITTED

City of La Vista

BerryDunn
Invoice #: 358096

05/09/2016

Professional services rendered by our Government Consulting Group related to the project to assist the City of La Vista with consulting services for Financial Information Software System Selection.

Task 4: Contract Negotiations (75% Complete) \$1,750.00

Current Amount Due \$ 1,750.00

OK to pay
Please

05.71.0859.01

A late charge of 1.5% per month (18% per annum) is added to the balance after 30 days.
For your convenience, we accept VISA and MASTERCARD or for information on
ACH Payments, please send an email to AR@berrydunn.com.

(207)775-2387
www.berrydunn.com

A-13

Invoice



601 P Street, Suite 200
 PO Box 84608
 Lincoln, NE 68501-4608
 Tel 402.474.6311, Fax 402.474.5160

May 04, 2016

Invoice No: 252225

John Kottmann
 City Engineer/Assistant Public Works Director
 City of La Vista NE
 8116 Park View Blvd
 La Vista, NE 68128-2198

OA Project No. C14-2258 La Vista Parking District Access Improvements

Professional services rendered from January 3, 2016 through April 9, 2016 for work completed in accordance with our Agreement executed on September 16, 2015.

Amendment No. 1 - \$58,919.43

Phase	100	Project Management		
Professional Personnel		Hours	Rate	Amount
Team Leader				
Underwood, Katie		9.00	45.19 ✓	406.71 ✓
Project Engineer				
Rolling, Christopher		41.25	39.42 ✓	1,626.08 ✓
Associate Engineer				
Heideman, Kellen		1.75	31.73 ✓	55.53 ✓
Sasse, Kevin		2.50	32.93 ✓	82.33 ✓
Senior Administrative Coordinator				
Chambers, Veronica		.75	21.25 ✓	15.94 ✓
Administrative Coordinator				
Hillis, Brittany		.25	17.50 ✓	4.38 ✓
	Totals	55.50		2,190.97 ✓
	Total Labor			2,190.97 ✓
Additional Fees				
Overhead		176.96 % of 2,190.97		3,877.14 ✓
Profit		12.00 % of 6,068.11		728.17 ✓
	Total Additional Fees	/		4,605.31 ✓
Reimbursable Expenses				
Telephone			1.51	
	Total Reimbursables		1.51	1.51 ✓
Billing Limits		Current	Prior	To-Date
Total Billings		6,797.79	7,117.73	13,915.52
Limit				14,621.83

Project	C14-2258	La Vista Parking District Access	Invoice	252225
---------	----------	----------------------------------	---------	--------

Balance Remaining	706.31
	Total this Phase
	\$6,797.79

Phase	200	Survey			
Professional Personnel					
		Hours	Rate	Amount	
Associate Surveyor					
Laughlin, Timothy			1.00	22.77	22.77
Peterson, Drew			1.00	22.25	22.25
Assistant Surveyor					
Johnson, Zachary			1.00	20.70	20.70
Senior Technician					
Hastings, Douglas			5.25	23.10	121.28
Totals			8.25		187.00
					187.00
Additional Fees					
Overhead			176.76 % of 187.00	330.54	
Profit			12.00 % of 517.54	62.10	
Total Additional Fees				392.64	392.64
Internal Unit Billing					
Field Vehicle			15.0 Miles @ 0.75	11.25	
Total Internal Units				11.25	11.25
Billing Limits			Current	Prior	To-Date
Total Billings			590.89	3,125.72	3,716.61
Limit					3,747.07
Balance Remaining					30.46
				Total this Phase	\$590.89

Phase	300	Conceptual Design			
Professional Personnel					
		Hours	Rate	Amount	
Student Intern - Level 1					
Weatherly, Blake			4.50	14.00	63.00
Totals			4.50		63.00
					63.00
Additional Fees					
Overhead			176.96 % of 63.00	111.48	
Profit			12.00 % of 174.48	20.94	
Total Additional Fees				132.42	132.42
Billing Limits			Current	Prior	To-Date
Total Billings			195.42	2,775.46	2,970.88
Limit					2,991.92
Balance Remaining					21.04

Project	C14-2258	La Vista Parking District Access	Invoice	252225
			Total this Phase	\$195.42
Phase	400	Drainage Analysis		
Professional Personnel				
		Hours	Rate	Amount
Associate Engineer				
Sasse, Kevin		27.50	32.93	905.58
Totals		27.50		905.58
Total Labor				905.58
Additional Fees				
Overhead		176.96 % of 905.58		1,602.51
Profit		12.00 % of 2,508.09		300.97
Total Additional Fees			1,903.48	1,903.48
Billing Limits			Current	Prior
Total Billings		2,809.06	510.73	3,319.79
Limit				3,300.48
Over Limit Adjustment				-19.31
			Total this Phase	\$2,789.75
Phase	500	Geotechnical Exploration		
Professional Personnel				
		Hours	Rate	Amount
Administrative Coordinator				
Walter, Rebecca		1.00	14.65	14.65
Totals		1.00		14.65
Total Labor				14.65
Additional Fees				
Overhead		176.96 % of 14.65		25.92
Profit		12.00 % of 40.57		4.87
Total Additional Fees			30.79	30.79
Billing Limits			Current	Prior
Total Billings		45.44	3,090.33	3,135.77
Limit				3,135.77
			Total this Phase	\$45.44
Phase	600	Prelim & Final Roadway Design		
Professional Personnel				
		Hours	Rate	Amount
Team Leader				
Underwood, Katie		3.75	45.19	169.46
Senior Engineer				
Egelhoff, Anthony		1.00	50.72	50.72
Project Engineer				
Rolling, Christopher		9.00	39.42	354.78

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	C14-2258	La Vista Parking District Access			Invoice	252225
Associate Engineer						
Heideman, Kellen		3.75	31.73	118.99		
Sasse, Kevin		4.00	32.93	131.72		
Assistant Engineer						
Bellizzi, Daniel		6.50	25.96	168.74		
Minarik, Kara		22.50	25.24	567.90		
Senior Technician						
Mueller, David		37.00	22.22	822.14		
Assistant Technician						
Lockhorn, Ryan		58.50	16.00	936.00		
Associate Construction Manager						
Feik, Justin		25.25	31.25	789.06		
Technical Leader						
Fairchild, Kenneth		22.00	59.86	1,316.92		
Senior Administrative Coordinator						
Pflueger, Delores		1.00	24.15	24.15		
CAD Manager						
Bickford, Michael		3.25	31.25	101.56		
	Totals	197.50		5,552.14		
	Total Labor					5,552.14
Additional Fees						
Overhead		176.96 % of 5,552.14		9,825.07		
Profit		12.00 % of 15,377.21		1,845.27		
	Total Additional Fees			11,670.34		11,670.34
Internal Unit Billing						
Automobile		254.0 Miles @ 0.575		146.05		
	Total Internal Units			146.05		146.05
Billing Limits		Current	Prior	To-Date		
Total Billings	17,368.53	20,121.25	37,489.78			
Limit			37,471.10			
Over Limit Adjustment						-18.68
		Total this Phase				\$17,349.85
Phase	700	Bid Package Documents				
Professional Personnel		Hours	Rate	Amount		
Team Leader						
Underwood, Katie		3.00	45.19	135.57		
Senior Engineer						
Rolling, Christopher		14.50	39.42	571.59		
Associate Construction Manager						
Feik, Justin		26.00	31.25	812.50		
	Totals	43.50		1,519.66		
	Total Labor					1,519.66

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	C14-2258	La Vista Parking District Access	Invoice	252225
---------	----------	----------------------------------	---------	--------

Additional Fees

Overhead	176.96 % of 1,519.66	2,689.19
Profit	12.00 % of 4,208.85	505.06
Total Additional Fees		3,194.25

Billing Limits

Total Billings	Current	Prior	To-Date
Limit	4,713.91	0.00	4,713.91
Balance Remaining			4,736.68
			22.77
		Total this Phase	\$4,713.91

Phase	900	Expenses
-------	-----	----------

Reimbursable Expenses

Personal Vehicle Mileage	9.18
Total Reimbursables	9.18

Internal Unit Billing

Duplication-KIP	181.805 Feet @ 0.20	36.36
Duplication-KIP	290.889 Feet @ 0.20	58.18
Total Internal Units		94.54

Billing Limits

Total Billings	Current	Prior	To-Date
Limit	103.72	0.00	103.72
Balance Remaining			3,232.83
			3,129.11
		Total this Phase	\$103.72

AMOUNT DUE THIS INVOICE **\$32,586.77**

Billings to Date	Current	Prior	Total
	32,586.79	36,741.22	69,328.01

Email Invoice to: jkottmann@cityoflavista.org

Total Compensation: \$70,887.68

Authorized By: Christopher Rolling

O.K. to pay

JK 5-9-2016

05.71.0899.02

APPLICATION AND CERTIFICATION FOR PAYMENT

SHEET 702

PAGE 1

TO ENGINEER:

Olsson Associates
2111 S. 67th Street Suite 200

Omaha, NE 68106

FROM CONTRACTOR:

MBC Construction
3108 South 67th Street

Omaha, NE 68106

CONTRACT FOR: City Parking District Access Improvements - Items 1-55

PROJECT: City of La Vista
City Parking District
Access Improvements

APPLICATION NO: 1

Distribution to:

ENGINEER
 OWNER

PERIOD TO: _____

PROJECT NOS: C14-2258CONTRACT DATE 3/28/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE (Column G on 703)

\$	<u>928,411.53</u>
\$	<u>0.00</u>
\$	<u>928,411.53</u>
\$	<u>17,873.19</u>

5. RETAINAGE:
 - a. 10 % of Completed Work (\$ 1,787.32)
 - b. % of Stored Material (\$)

Total Retainage (Lines 5a + 5b or

- Total in Column I of 703) \$ 16,085.87
6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total) \$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00
8. CURRENT PAYMENT DUE \$ 16,085.87
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 912,325.66

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$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:

By: Date: 5/1/16

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer'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 \$ 16,085.87

*O.K. to pay
JMK 5-11-2016
05.71.0899.03*

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

By:  Date: 5/2/2016

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.

A-14

City of La Vista

c/o Olsson & Associates

2111 S 67th St., Ste 200

Omaha, NE 68106

EST #

1602

DATE

5/2/2016

Meeting:

NAME: City Parking Dist. Access Improve.

bid: 3/4/16

PWST 16-002

125th & Westport Parkway

E&A

ITEM NO.	DESCRIPTION	ok Quantity	Unit	BID		PRIOR UNITS	CURRENT		Total to Date	
				UNIT \$	EXT		UNITS	\$	UNITS	\$
1	Mobilization	1	LS	\$ 50,433.65	\$ 50,433.65	\$0.00	0.1	\$5,043.37	0.1	\$5,043.37
2	Install Silt Fence	200	LF	\$ 2.74	\$ 548.00	\$0.00	0	\$0.00		\$0.00
3	Install Curb Inlet Protection	6	EA	\$ 473.86	\$ 2,843.16	\$0.00	0	\$0.00		\$0.00
4	Install Const Entrance	2	EA	\$ 1,095.44	\$ 2,190.88	\$0.00	0	\$0.00		\$0.00
5	Clear/Grub - General	1	LS	\$ 5,477.22	\$ 5,477.22	\$0.00	0.1	\$547.72	0.1	\$547.72
6	Clear/Grub-Trees > 9"-18" Dia	3	EA	\$ 328.63	\$ 985.89	\$0.00	3	\$985.89	3	\$985.89
7	Remove Curb Inlet	2	EA	\$ 821.58	\$ 1,643.16	\$0.00	0	\$0.00		\$0.00
8	Remove Pavement	1333	SY	\$ 13.15	\$ 17,528.95	\$0.00	0	\$0.00		\$0.00
9	Remove Sidewalk	170	SF	\$ 1.10	\$ 187.00	\$0.00	0	\$0.00		\$0.00
10	Remove Curb	172	LF	\$ 8.22	\$ 1,413.84	\$0.00	0	\$0.00		\$0.00
11	Excavation Haul-Off	7923	CY	\$ 4.22	\$ 33,435.06	\$0.00	0	\$0.00		\$0.00
12	Subgrade Prep	6489	SY	\$ 3.30	\$ 21,413.70	\$0.00	0	\$0.00		\$0.00
13	6" PCC Type L65	1329	SY	\$ 40.52	\$ 53,851.08	\$0.00	0	\$0.00		\$0.00
14	9" PCC Type L65	5200	SY	\$ 47.17	\$ 245,284.00	\$0.00	0	\$0.00		\$0.00
15	6" PCC Sidewalk	8548	SF	\$ 4.77	\$ 40,773.96	\$0.00	0	\$0.00		\$0.00
16	Const Curb Ramp	688	SF	\$ 11.39	\$ 7,836.32	\$0.00	0	\$0.00		\$0.00
17	Const Det Warning Panel	134	SF	\$ 21.91	\$ 2,935.94	\$0.00	0	\$0.00		\$0.00
18	15" RCP, CI III	185	LF	\$ 39.98	\$ 7,396.30	\$0.00	0	\$0.00		\$0.00
19	18" RCP, CI III	452	LF	\$ 42.17	\$ 19,060.84	\$0.00	0	\$0.00		\$0.00
20	24" RCP, CI III	135	LF	\$ 53.68	\$ 7,246.80	\$0.00	0	\$0.00		\$0.00
21	30" RCP, CI III	26	LF	\$ 75.04	\$ 1,951.04	\$0.00	0	\$0.00		\$0.00
22	Const 30" PCC Collar	1	EA	\$ 520.34	\$ 520.34	\$0.00	0	\$0.00		\$0.00
23	Tap Ex Storm Sewer MH	1	EA	\$ 575.11	\$ 575.11	\$0.00	0	\$0.00		\$0.00
24	60" ID St MH	13	VF	\$ 690.13	\$ 8,971.69	\$0.00	0	\$0.00		\$0.00
25	72" ID St MH	10	VF	\$ 712.04	\$ 7,120.40	\$0.00	0	\$0.00		\$0.00
26	Adj MH to Grade	3	EA	\$ 273.86	\$ 821.58	\$0.00	0	\$0.00		\$0.00
27	Curb Inlet w/Face Armor, Type I	5	EA	\$ 2,000.00	\$ 10,000.00	\$0.00	0	\$0.00		\$0.00
28	Curb Inlet w/Face Armor, Type II	1	EA	\$ 2,000.00	\$ 2,000.00	\$0.00	0	\$0.00		\$0.00
29	Curb Inlet w/Face Armor, Type III	4	EA	\$ 2,000.00	\$ 8,000.00	\$0.00	0	\$0.00		\$0.00

30	Install Ext Frame Seal	4	EA	\$ 438.18	\$ 1,752.72	\$0.00	0	\$0.00	\$0.00
31	Perform CCTV Pipeline Inspection	798	LF	\$ 1.10	\$ 877.80	\$0.00	0	\$0.00	\$0.00
32	Clean St Sewer Pipe	798	LF	\$ 0.55	\$ 438.90	\$0.00	0	\$0.00	\$0.00
33	Install Seeding - Type A	1	AC	\$ 2190.89	\$ 2,190.89	\$0.00	0	\$0.00	\$0.00
34	Install Rolled Erosion Ctrl-Type I	2410	SY	\$ 1.15	\$ 2,771.50	\$0.00	0	\$0.00	\$0.00
35	Install Sodding	11886	SF	\$ 0.82	\$ 9,746.52	\$0.00	0	\$0.00	\$0.00
36	Const 42" Wrought Iron Fence	311	LF	\$ 63.37	\$ 19,708.07	\$0.00	0	\$0.00	\$0.00
37	Per Pref Tape-Type 4,5" Ylw Groov	3426	LF	\$ 3.83	\$ 13,121.58	\$0.00	0	\$0.00	\$0.00
38	Per Pref Tape-Type 4,5" Wht Groov	300	LF	\$ 3.83	\$ 1,149.00	\$0.00	0	\$0.00	\$0.00
39	Per Pref Tape-Type 4,18" Wht Groov	130	LF	\$ 14.24	\$ 1,851.20	\$0.00	0	\$0.00	\$0.00
40	Per Pref Tape-Type 4,24" Wht Groov	240	LF	\$ 18.62	\$ 4,468.80	\$0.00	0	\$0.00	\$0.00
41	Perm Pref Tape Sym-"Only"	7	EA	\$ 315.49	\$ 2,208.43	\$0.00	0	\$0.00	\$0.00
42	Perm Pref Tape Sym-Dir Arrow Wht	3	EA	\$ 315.49	\$ 946.47	\$0.00	0	\$0.00	\$0.00
43	Install Traf Posts & Signs	12	EA	\$ 164.32	\$ 1,971.84	\$0.00	0	\$0.00	\$0.00
44	Provide Temp Traffic Control	1	LS	\$ 4222.94	\$ 4,222.94	\$0.00	0	\$0.00	\$0.00
45	R/R PCC Pavement	340	SY	\$ 76.68	\$ 26,071.20	\$0.00	0	\$0.00	\$0.00
46	Const Large Block Ret Wall A	2341	SF	\$ 36.28	\$ 84,931.48	\$0.00	0	\$0.00	\$0.00
47	Const Large Block Ret Wall B	532	SF	\$ 36.28	\$ 19,300.96	\$0.00	0	\$0.00	\$0.00
48	Relocate Light Pole	7	EA	\$ 2920.45	\$ 20,443.15	\$0.00	2	\$5,840.90	2 \$5,840.90
49	Install New Light Pole	12	EA	\$ 9740.69	\$ 116,888.28	\$0.00	0	\$0.00	\$0.00
50	Rep Sprinkler Sys	1	LS	\$ 11228.3	\$ 11,228.30	\$0.00	0	\$0.00	\$0.00
51	Landscaping	1	LS	\$ 12049.88	\$ 12,049.88	\$0.00	0	\$0.00	\$0.00
52	Perm 4" Parking Lot Stripe	2169	LF	\$ 0.44	\$ 954.36	\$0.00	0	\$0.00	\$0.00
53	Rem 15"-18" Sewer Pipe	38	LF	\$ 21.91	\$ 832.58	\$0.00	0	\$0.00	\$0.00
54	Rem 27" to 30" Sewer Pipe	14	LF	\$ 27.39	\$ 383.46	\$0.00	0	\$0.00	\$0.00
55	Install Const. Fence	1	LS	\$ 5455.31	\$ 5,455.31	\$0.00	1	\$5,455.31	1 \$5,455.31

\$928,411.53 \$0.00 \$6,576.98

EARNED TO DATE	LESS 10% RETENTION	\$17,873.19
DUE TO DATE	(\$1,787.32)	\$16,085.87
PAID TO DATE		
BALANCE DUE THIS ESTIMATE		\$16,085.87

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA**

Subject:	Type:	Submitted By:
APPROVE AGREEMENT — FINANCIAL INFORMATION SOFTWARE SYSTEM AND IMPLEMENTATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared authorizing the execution of an agreement with BS&A Software, Bath, MI for the implementation of a new Financial Information Software System in an amount not to exceed \$275,000.

FISCAL IMPACT

The FY 16 Capital Improvement Program contains funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

At their March 1, 2016, the City Council approved the selection of a vendor and the negotiation of an agreement for the implementation of a new Financial Information Software System for the City up to \$275,000.

The attached draft agreement has been negotiated and reviewed by City Staff and the City Attorney and the recommendation is to authorize the execution of the agreement. It is marked as a draft as staff is waiting for some exhibits.

Upon authorization and execution of the agreement the process to implement the new Financial Software will begin around the middle of June 2016 with completion of all modules by July of 2017.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BS&A SOFTWARE, BATH, MI FOR THE IMPLEMENTATION OF A NEW FINANCIAL INFORMATION SOFTWARE SYSTEM FOR THE CITY OF LA VISTA IN AN AMOUNT NOT TO EXCEED \$275,000.

WHEREAS, the City Council of the City of La Vista has determined that the selection of a vendor for a new financial information software system is necessary; and

WHEREAS, the FY 16 Capital Improvement Program contains funding for this project; and

WHEREAS, ON March 1, 2016 the City Council approved the selection of a vendor and the negotiation of an agreement for the implementation of a new financial information software system; 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 the execution of an agreement with BS&A Software Bath, MI for implementation of a new financial information software system for the City of La Vista, subject to any modifications the City Administrator or her designee determines necessary in an amount not to exceed \$275,000.

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement that includes attached Exhibits ("Agreement") is between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation and the City of La Vista, Sarpy County NE ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain licensed software and certain services described herein to Customer.

SECTION A – SOFTWARE LICENSE

1. License Grant.

- 1.1. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to install and use the BSA Software Products for Customer's internal business purposes only (and not, for example, as a data center, reseller, or service bureau for third parties) only on servers owned by Customer and located at Customer's facilities, and otherwise in accordance with this Agreement. In the event that the Customer uses offsite servers, the Customer shall take all necessary precautions to ensure that use and access is restricted to fulfilling the Customer's use only. "BSA Software Product(s)" means, the: (i) BSA software products set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A** including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members. Customer may make and keep (securely) one archival copy of each BSA Software Product solely for use as backup.
- 1.2. Customer will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of the BSA. Without limiting the foregoing, the source code of the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

2. **License Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the license granted herein, the software fees set forth in **Schedule 1 to Exhibit A**.

3. Limited Software Warranty.

- 3.1. BSA warrants and represents for a period of one (1) year from the go-live date for each BSA Software Product that: (i) such BSA Software Product will perform substantially in the same manner as official demonstration versions, as actually demonstrated to Customer, and in accordance with BSA's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; and (ii) the BSA Software Product shall conform to the Documentation and be free of material defects in workmanship and materials. Any claim under this Limited Software Warranty must be made within ninety (90) days after the one (1) year warranty period ends. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, or in the event that is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the BSA Software Product.
- 3.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS, INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, *BUT NOT LIMITED TO*, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS

WILL MEET ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCT(S) CAN BE FOUND IN ORDER TO BE CORRECTED.

4. Ownership of BSA Software Products/Proprietary Information.

- 4.1. BSA shall retain ownership of, including all intellectual property rights in and to, the BSA Software Products. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purposes of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.
5. **Source Code Escrow.** The source code for the software products included will be placed into escrow by BS&A Software, subject to separate escrow agreement, as detailed in Exhibit D.

SECTION B – PROFESSIONAL SERVICES

6. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A and Exhibit J** (Statement of Work), for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. The Parties may enter into future Statements of Work, which shall become part of this Agreement.

- 6.1. Once assigned, the assigned personnel will not be removed from the project without advance notice to the customer. In the case that personnel reassignment is necessary, these personnel will be assigned by mutual agreement. If BSA personnel are not providing services as outlined in the Professional Services Warranty, the City will inform BSA in order to provide BSA the opportunity to take corrective action. If the issue(s) persist, BSA will provide replacement personnel.
7. **Change Orders.** If Customer requires the performance of professional services not covered by the existing Agreement, or requires a change to the existing Professional Services, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plans; (ii) the timeframe for performance; and (iii) the estimated price for such performance. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and Go-Live Dates.

8. License and Ownership.

- 8.1. All rights, including all intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product or portion thereof shall be governed by Section A including Section 1.1 thereof.
- 8.2. Subject to Section 7.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.

9. **Cancellation.** In the event Customer cancels or reschedules Professional Services, and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all expenses incurred by BSA on Customer's behalf that cannot be cancelled, such as non-refundable flights, hotel reservations, rental car reservations, as well as per diem costs already incurred prior to the cancellation; and (ii) daily fees for the number of onsite implementation days associated with the canceled Professional Services (in accordance with the daily fee rate), if less than two weeks advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required. Customer shall not be held liable for such charges and reimbursements in the event of cancellation by BSA.

10. Limited Professional Services Warranty.

- 10.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, materially in accordance with the Statement of Work attached as Exhibit E and the prevailing standards of BSA's industry. In the event of a breach of the foregoing warranty and a claim in accordance with the next sentence, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA re-perform at no additional cost to the city, including travel expenses, or by mutual agreement, to refund the amount paid for, the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. These services apply only to the Scope of Services identified in the Statement of Work, and does not apply to additional services not identified therein. Prior to any required re-performance, BSA and the City will mutually agree to the services to be provided in order to bring the Professional Services into compliance. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance

of, the portion of the Professional Services with respect to which the claim is made, or said claim shall be deemed waived.

- 10.2. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

SECTION C – MAINTENANCE AND SUPPORT

11. Maintenance and Support Generally.

- 11.1. For a one-year period, commencing on the installation of the BSA Software Products, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support," meaning the following: (i) Modifications (such as patches, corrections, and updates) as are generally provided at no additional charge (beyond the cost of annual Maintenance and Support) by BSA to BSA customers; and (ii) technical support, as further described in Section 11, during BSA's normal business hours.
- 11.2. Commencing one (1) year from the installation of the BSA Software Products, Maintenance and Support will be provided on an annual basis, subject to compliance with the terms of the Agreement and payment of the annual Maintenance and Support fees outlined in **Exhibit B**. Maintenance and Support will be renewed annually unless either Party notifies the other at least sixty (60) days prior to the anniversary of installation of its intent to terminate.
- 11.3. BSA guarantees that the Maintenance and Support annual fee set forth in **Exhibit B** will not change for two (2) years from the date of the installation of the BSA Software Products. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers – U.S. City Average (the "Annual Renewal Fee").

12. Support.

- 12.1. With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this section 11. Subject to Customer's compliance with the terms of the Agreement and purchase of Maintenance and Support, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable failure of a BSA Software Product, which can be reproduced by following the same steps on the same data, to operate in accordance with the existing program manuals, to be supplemented by help documents, Courseware and Tutorials, under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.

- 12.1.1. In the event of an error which cannot be reproduced, BSA and the City will make every effort to evaluate possible resolutions, including, but not limited to, attempts to isolate possible hardware causes, attempts to reproduce via other methods, evaluation of other software installed which may have an adverse impact on operations, or introduction of programming in the source code, intended to reveal the specific nature of the problem.

- 12.2. Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its agents; (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc.; and (vii) support of the BSA Software Products that have not incorporated current Modifications. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.

- 12.3. Notwithstanding anything to the contrary, in order to maintain the integrity and proper operation of the Software, Customer agrees to use commercially reasonable efforts to implement, in the manner instructed by BSA, all Modifications in a timely manner. Customer's failure to implement any Modifications may limit or restrict the ability of Customer to implement future Modifications. Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt

telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercial reasonable judgment to determine if an Error exists.

- 12.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA's system in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate BSA's remote access to BSA's system. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer, provided under BS&A's license, at no cost to the Customer.

SECTION D – GENERAL TERMS AND CONDITIONS

13. **Customer Assistance.** Customer acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other milestones agreed to by the Parties for implementation. Neither party shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Paragraph 1. above) or to the failure by personnel of the other party to provide such cooperation and assistance (either through action or omission).

14. **BSA Proprietary Information.**

- 14.1. Customer acknowledges that the information associated with or contained in the BSA Software Products and information used in the performance of Professional Services include trade secrets and other confidential and proprietary information of BSA (the "Proprietary Information").

- 14.2. The Customer shall maintain in confidence and not disclose Proprietary Information, beyond that strictly necessary for administration by the Third Party Information Technology provider directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard for cities of a similar class and resources as Customer. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.

- 14.3. Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act or breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.

- 14.4. If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times, cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

15. **Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION, AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED TO DIRECT DAMAGES NOT IN EXCESS OF THE PURCHASE PRICE OF BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR

LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

16. Customer is solely responsible for its data, its database, and for maintaining suitable back-ups of the data and database to prevent data loss in the event of any hardware or software malfunction. Customer covenants and agrees to undertake all necessary measures to protect and secure its data, including implementation of technical, administrative and physical protections. BSA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA LOSS REGARDLESS OF THE REASONS FOR SAID LOSS. in the event that BSA is required to perform activities that may impact the City's data, or database, both parties will mutually agree to the activities to be performed. If data loss occurs as a result of this agreed upon activity, BSA will work with the City to attempt to recover lost data. To the maximum extent authorized by law, Customer agrees to defend, indemnify and hold BSA harmless for any claim by any person or entity arising out of any loss or compromise of data or data security or arising out of Customer's breach of this Agreement.
17. **Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE. EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.
18. **Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA at its sole cost will indemnify, defend and hold harmless Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) Customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA except for defense costs; and (d) Customer remains in compliance with the Agreement and has continued to purchase Maintenance and Support Services. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense either procure the right for Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder).
19. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
20. **Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement for the other Party's material breach upon failure to cure such breach after thirty (30) days' written notice identifying with specificity the nature of the breach. Upon termination of this Agreement: (a) Customer shall promptly pay all amounts payable to BSA for Services rendered up to the date of termination; and (b) Customer shall return or destroy, at the direction of the BSA, BSA's Proprietary Information in its possession after Customer's data and software conversion to a successor provider is completed, no later than thirty (30) days after the termination of the agreement. Notwithstanding anything in the Agreement to the contrary, Customer shall have the option to terminate this Agreement upon thirty (30) days written notice if BSA is unable to promptly correct any critical error involving BSA software or services. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 1.2, 4.1, 8.1, 14 through 17, 18, 19, 22 through 30, and the provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
- 20.1. **Termination for Lack of Appropriations.** In the event that public funds are unavailable and/or not appropriated for the City's obligations under this contract, the contract shall automatically expire without penalty to the City upon receipt of a written thirty (30) day notice by the City to BSA of the unavailability and/or non-appropriation of funds. The City will pay the license fees fees and services received from BSA prior to the termination.
- 20.2. **Termination for convenience.** The City may terminate the entire agreement, or a portion of the agreement as mutually agreed upon by the City and BSA for convenience. The City shall provide to BSA a written notice of termination for convenience indicating if the entire agreement or a portion of the agreement is terminated. If a portion is terminated, the written notice will indicate the applicable sections of the agreement. The termination will be considered effective thirty days after the City submits the notice to BSA. The City will pay the license fees and services received from BSA prior to the termination.
21. **Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.
22. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Nebraska, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Sarpy, State of Nebraska, or in any court of the United States of America lying in the Eastern District of Nebraska.

23. **Entire Agreement.** This Agreement, which shall include BSA's bid as accepted by Customer's City Council, represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
24. **Export.** Customer will comply with all applicable laws, including applicable export control laws that prohibit export or diversion of certain products and technology to certain countries or individuals, including foreign nationals in the United States. Customer undertakes to determine any export licensing requirements and to comply with such obligations. The BSA Software Products are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display, or disclosure of BSA's Software Products by the U.S. Government shall be solely in accordance with the terms of this Agreement.
25. **Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
26. **Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.
27. **Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
28. **Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, via registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:

BSA Software
14965 Abbey Lane
Bath, MI 48808
Attn: Contracts Manager
Telephone: 517-641-8900

If to Customer:

City Clerk
City of La Vista
8116 Park View Blvd
La Vista, NE 68128
Telephone No.: (402) 331-4343

29. **Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
30. The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules.

31. Contract Documents and Order of Precedence. The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

Exhibit A – Payment Terms Generally

Schedule 1 to Exhibit A - License/Interface/Customization Fees

Schedule 2 to Exhibit A – Professional Services Fees

Exhibit B – Maintenance and Support Fees

Exhibit C – Support Call Process

Exhibit D – Source Code Escrow Agreement

Exhibit E - Original La Vista NE RFP

Exhibit F - BSA Response to La Vista RFP

Exhibit G – La Vista NE Request for Clarification

Exhibit H – BSA Response to La Vista Request for Clarification

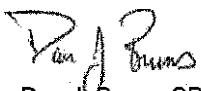
Exhibit I - Insurance Information

Exhibit J – Statement of Work

Exhibit K - Additional BSA Products

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BSA SOFTWARE, INC.

By: 

Name: Dan J. Burns, CPA

Title: Account Executive

Date: 3/9/16

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the undisputed unpaid balance from the date due until the date payment is received
2. The City agrees to pay BSA the professional services fees, not to exceed the amounts identified in Schedule 2 to Exhibit A, for the activities described. BSA will deliver the professional services to the City based on the Statement of Work. If BSA is not able to deliver the professional services to the City as described in the Statement of Work, BSA will provide the services to complete the Statement of Work at no additional cost to the City so long as the City has met the obligations of the Statement of Work, and the fault is that of BSA, and not the City
3. Any amount not subject to good faith dispute and not paid within thirty (30) days of the date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing on or before due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute. If the City believes that the software, or services provided, does not meet the warranties identified within the master agreement, the City shall submit written notice to BSA within thirty (30) days from the invoice date of the invoice identifying the software or service under dispute.. BSA will respond, in writing, within 30 days of notification of dispute. Both the City and BSA will work to identify and enact a mutually agreed upon solution.
4. BSA shall invoice Customer \$43,165 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
5. BSA shall invoice Customer \$71,365 at start of Phase I On-Site Implementation and Training. Such amount equals BSA's software license fees as set forth in Schedule 1.
6. BSA shall invoice Customer \$47,230 at completion of Phase I On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.
7. BSA shall invoice Customer \$28,975 upon the initiation of Phase II of the project for the remainder of the Project Management/Implementation Planning Fees and Data Conversion fees, relating to Phase II, as set forth in Schedule 2.
8. BSA shall invoice Customer \$35,895 at start of Phase II On-Site Implementation and Training. Such amount equals BSA's software license fees relating to Phase II, as set forth in Schedule 1.
9. BSA shall invoice customer \$28,840 at completion of Phase II On-Site Implementation and Training. Such amount equal On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.
10. Customer shall be responsible for all taxes (including sales taxes) imposed as a result of any transaction associated with this Agreement, exclusive of taxes on BSA's net income, provided, however, Customer is a Nebraska political subdivision and exempt from Nebraska sales taxes .

Schedule 1 to Exhibit A

License/Interface/Customization Fees

License fees:

General Ledger .NET	\$10,495
Accounts Payable .NET	\$8,920
Cash Receipting .NET	\$8,920
Miscellaneous Receivables .NET	\$8,920
Fixed Assets .NET	\$8,920
Purchase Order .NET	\$8,920
Work Order .NET	\$8,920
Citizen's Request for Action	\$7,350
Building Department. NET	\$13,115
Field Inspection .NET	\$3,150
AccessMyGov/Building Department	\$7,870

Please select the features you would like to use. All of the features can be included without impacting the Annual Service Fee or Project Management and Implementation Planning Fee.

- View My Activity (always enabled): Enables contractors and the general public to easily access inspections and permits they have requested.
- Inspection Scheduling: Enables contractors and the general public to submit requests for inspections online.
- Building Department Search: Performs a search by any record number, including addresses, permits, and certificates.
- Rental Property Search: Enables users to search for addresses that are flagged as rental properties.
- Permit Applications: Enables contractors and the general public to submit permit applications online (see "Application Fee," below). This feature requires the Payment of Fees feature.
- Payment of Fees: Enables contractors and the general public to pay for permit and other fees online (see "Payment Processing Requirements," below).

Business Licensing .NET	\$7,350
AMG/Business Licensing	\$4,410

Please select the features you would like to use. All of the features can be included without impacting the Annual Service Fee or Project Management and Implementation Planning Fee.

- View My Activity (always enabled): Enables businesses to view a history of their licenses, renewals, and business information changes.
- License Application and Business Management: Enables businesses to submit license applications, pay for business renewal fees, and edit business information online. This feature requires the Payment of Fees feature.
- Payment of Fees: Enables businesses to pay fees online (see "Payment Processing Requirements," below).

Subtotal **\$107,260**

Schedule 2 to Exhibit A
Professional Services Fees

Conversion Services

Data Conversion

Convert existing Summit Financial Management System provided by Data Tech to BS&A format. Conversion pricing provided for estimation purposes only. Firm pricing, as well as scope of data conversion to be determined upon a review of data provided.

General Ledger	\$5,250
Accounts Payable	\$4,460
Cash Receipting	\$4,460
Fixed Assets	\$4,460
Work Order	\$4,460
Convert existing Blue Prince data to BS&A format:	
Building Department	\$11,150

Database Setup:

Miscellaneous Receivables (Setup of Billing Items, Penalties)	\$1,650
Business Licensing	\$6,250
Subtotal	\$42,140

No conversion to be performed for:

Field Inspection
Purchase Order
Citizen's Request for Action

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$30,000

Customization and Training Services

Custom Import Training	\$1,500	
Software Setup	\$47,000	
General Ledger .NET	Days: 4	\$4,000
Accounts Payable .NET	Days: 2	\$2,000
Cash Receipting .NET	Days: 3	\$3,000
Miscellaneous Receivables .NET	Days: 5	\$5,000
Fixed Assets .NET	Days: 2	\$2,000
Purchase Order .NET	Days: 1	\$1,000
Work Order .NET	Days: 4	\$4,000
Citizen's Request for Action	Days: 3	\$3,000
Building Department .NET	Days: 3	\$3,000
Field Inspection .NET	Days: 10	\$10,000
AMG-Building Department	Days: 2	\$2,000
Business Licensing .NET	Days: 2	\$2,000
Post-Go Live for all Financial Mgt apps for which training was performed	Days: 2	\$2,000
Travel Expenses	Days: 4	\$4,000
Total	\$27,570	
Grand Total	\$76,070	
		\$148,210

EXHIBIT B

Maintenance and Support Fees

General Ledger .NET	\$2,100
Accounts Payable .NET	\$1,780
Cash Receipting .NET	\$1,780
Miscellaneous Receivables .NET	\$1,780
Purchase Order .NET	\$1,780
Fixed Assets .NET	\$1,780
Work Order .NET	\$1,780
Citizen Request for Action .NET	\$1,470
Building Department .NET	\$2,620
Field Inspection .NET	\$630
AccessMyGov/Building Department	\$1,570
Business Licensing .NET	\$1,470
AccessMyGov/Business Licensing .NET	\$880
Grand Total	\$21,420

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (EST), Monday through Thursday, and 8:30 a.m. to 5:00 p.m. (EST) on Friday.

You can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of our applications (ii) our toll-free support line (1-855-BSA-SOFT) or (iii) via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) day.
 - ii. Moderate.** Cases where an Error causes inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within our standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not impede functionality in any significant way. These issues are assigned a priority level at our regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop via the Internet to provide Customer with virtual on-site support. BSA's support team is able to quickly connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.



EXHIBIT D

Source Code Escrow Agreement
for BS&A Software Programs

Software Products of Bellefonte, Szur, & Associates, Inc.

This Escrow Agreement is entered into and effective as of the _____ day of _____ by and among Licensee having its principal place of business in **Michigan** and Lessor, having its principal place of business in **Nebraska** and **IT Right**, ("the Independent third party Escrow Agent"), having its principal place of business in Michigan.

WHEREAS, Lessor has granted a license to Licensee to use certain computer software pursuant to the terms and conditions of a Computer Software License Agreement (the "License Agreement"), and

WHEREAS, the uninterrupted availability of all forms of such computer software is critical to Licensee in the conduct of its business; and

WHEREAS, Lessor has agreed to deposit in escrow a copy of the source code form of the computer program (the "Software") included in the Software System covered by the License Agreement, as well as any corrections or enhancements to such source code, to be held by Escrow Agent in accordance with the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Deposit

Lessor has concurrently herewith deposited with Escrow Agent a copy of the source code form of the Software (the "Source Code"), including all relevant commentary, explanations, and other documentation of the Source Code (collectively, "Commentary"). Lessor also agrees to deposit with Escrow Agent, at such times as they are made, a copy of all revisions to the Source Code or Commentary encompassing all corrections or enhancements made to the Software by Lessor pursuant to the License Agreement or any Software Maintenance Contract between the parties.

2. Term

This Escrow Agreement shall remain in effect during the term of the License Agreement and any Software Maintenance Contract between Licensee and Lessor. Termination hereof is automatic upon delivery of the deposited Source Code and Commentary to Licensee in accordance with the provisions hereof.

3. Default

A default by Lessor shall be deemed to have occurred under this Escrow Agreement upon the occurrence of any of the following:

- (a) if Licensor has availed itself of, or been subjected to by any third party, a proceeding in bankruptcy in which Licensor is the named debtor, an assignment by Licensor for the benefit of its creditors, the appointment of a receiver for Licensor, or any other proceeding involving insolvency or the protection of, or from, creditors, and same has not been discharged or terminated without any prejudice to Licensee's rights or interests under the License Agreement within thirty (30) days; or
- (b) if Licensor has ceased its on-going business operations, or sale, licensing, maintenance or other support of the Software; or
- (c) if Licensor fails to pay the annual fee, if any, due to Escrow Agent hereunder; or
- (d) if any other event or circumstance occurs which demonstrates with reasonable certainty the inability or unwillingness of Licensor to fulfill its obligations to Licensee under the License Agreement, this Escrow Agreement or any Software Maintenance Contract between the parties, including, without limitation, the correction of defects in the Software.

4. Notice of Default

Licensee shall give written notice to Escrow Agent and Licensor of the occurrence of a default hereunder, except that Escrow Agent shall give notice of the default to Licensee and Licensor if same is based on the failure of Licensor to pay Escrow Agent's annual fee, if any. Unless within seven (7) days thereafter Licensor files with the Escrow Agent its affidavit executed by a responsible executive officer stating that no such default has occurred or that the default has been cured, then the Escrow Agent shall upon the eighth (8th) day deliver to Licensee in accordance with Licensee's instructions the entire Source Code and Commentary with respect to the Software then being held by Escrow Agent.

5. Compensation

As compensation for the services to be performed by Escrow Agent hereunder, Licensor shall pay to Escrow Agent an initial fee of \$ 0, payable at the time of execution of this Agreement, and an annual fee in the amount of \$ 0, to be paid to Escrow Agent in advance on each anniversary date hereafter during the term of this Agreement.

6. Liability

Escrow Agent shall not, by reason of its execution of its Agreement, assume any responsibility or liability for any transaction between Licensor and Licensee, other than the performance of its obligations, as Escrow Agent, with respect to the Source Code and Commentary held by it in accordance with this Agreement.

7. Confidentiality

Except as provided in this Agreement, Escrow Agent agrees that it shall not divulge or disclose or otherwise make available to any third person whatsoever, or make any use whatsoever, of the Source Code or Commentary, without the express prior written consent of Licensor.

8. Address

All notices or other communications required or contemplated herein shall be in writing, sent by certified mail, return receipt requested, addressed to another party at the address indicated below or as same may be changed from time to time by notice similarly given:

If to Licensor: BS&A Software, 14965 Abbey Lane, Bath MI 48808

Attention: Contracts Manager

If to Licensee: _____

Attention: _____

If to Escrow Agent: IT Right, 13937 Webster Rd, Bath MI 48808 _____

Attention: Dan Eggleston, President

9. Assignment

Neither this Escrow Agreement, nor any rights, liabilities nor obligations hereunder may be assigned by Escrow Agent without the prior written consent of Licensee and Licenser.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

ESCROW AGENT

By: _____ Date: _____

LICENSEE

By: _____ Date: _____

LICENSOR

By: _____ Date: _____

APCHCKRP
10.30.14

Thu May 12, 2016 2:49 PM

City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

A-16
PAGE 1BANK NO
CHECK NOBANK NAME
DATE
VENDOR NO
VENDOR NAMECHECK AMOUNT
CLEARED
VOIDED
MANUAL

1 BK NE CKG MAIN (600-873)

46425

Payroll Check

Thru 46426
120979

Gap in Checks

120980	5/05/2016	4653 RDG PLANNING & DESIGN	537.50	**MANUAL**
120981	5/05/2016	156 CREDIT MANAGEMENT SVCS	164.10	**MANUAL**
120982	5/05/2016	4867 VAN RU CREDIT CORPORATION	41.97	**MANUAL**
120983	5/05/2016	4514 PATRICK STIBBS	4,600.00	**MANUAL**

120984	Gap in Checks	Voided check not entered-Used for ACH setup.
--------	---------------	----------------------------------------------

120985	5/10/2016	436 PINNACLE BANK	10,600.00	**MANUAL**
120986	5/10/2016	3760 BUETHE, PAM	107.00	**MANUAL**
120987	5/10/2016	1270 PREMIER-MIDWEST BEVERAGE CO	691.80	**MANUAL**
120988	5/10/2016	1194 QUALITY BRANDS OF OMAHA	268.50	**MANUAL**
120989	5/10/2016	2930 REPUBLIC NATIONAL DISTR CO LLC	101.25	**MANUAL**
120990	5/12/2016	1194 QUALITY BRANDS OF OMAHA	160.65	**MANUAL**
120991	5/17/2016	804 3E-ELECTRICAL ENGINEERING	201.88	
120992	5/17/2016	4545 4 SEASONS AWARDS	30.00	
120993	5/17/2016	2892 AA WHEEL & TRUCK SUPPLY INC	39.35	
120994	5/17/2016	411 ABOUT FENCE LLC	890.50	
120995	5/17/2016	762 ACTION BATTERIES UNLTD INC	71.36	
120996	5/17/2016	571 ALAMAR UNIFORMS	144.46	
120997	5/17/2016	557 APWA-AMER PUBLIC WORKS ASSN	775.00	
120998	5/17/2016	188 ASPHALT & CONCRETE MATERIALS	253.76	
120999	5/17/2016	201 BAKER & TAYLOR BOOKS	3.03	
121000	5/17/2016	3058 BAXTER CHRYSLER DODGE JEEP RAM	234.90	
121001	5/17/2016	3318 BIG RIG TRUCK ACCESSORIES INC	1,109.00	
121002	5/17/2016	4781 BISHOP BUSINESS EQUIPMENT	1,297.88	
121003	5/17/2016	196 BLACK HILLS ENERGY	408.14	
121004	5/17/2016	259 BLU SIMON LLC	1,400.00	
121005	5/17/2016	2757 BOBCAT OF OMAHA	2,277.94	
121006	5/17/2016	432 CARLOS BRITOS	30.00	
121007	5/17/2016	36 BRYAN HILL ENTERTAINMENT	375.00	
121008	5/17/2016	3760 BUETHE, PAM	237.00	
121009	5/17/2016	76 BUILDERS SUPPLY CO INC	19.83	
121010	5/17/2016	2625 CARDMEMBER SERVICE-ELAN	222.32	
121011	5/17/2016	2285 CENTER POINT PUBLISHING	427.20	
121012	5/17/2016	219 CENTURY LINK	.00	**Cleared** **Voided**
121013	5/17/2016	219 CENTURY LINK	763.87	
121014	5/17/2016	2540 CENTURY LINK BUSN SVCS	111.84	
121015	5/17/2016	914 CITY OF COUNCIL BLUFFS	120.00	
121016	5/17/2016	301 CITY OF PAPILLION	150,654.00	
121017	5/17/2016	3176 COMP CHOICE INC	365.00	
121018	5/17/2016	4615 CONSOLIDATED MANAGEMENT	599.52	
121019	5/17/2016	2158 COX COMMUNICATIONS	143.00	
121020	5/17/2016	3892 DILLON BROS HARLEY DAVIDSON	359.65	
121021	5/17/2016	2149 DOUGLAS COUNTY SHERIFF'S OFC	75.00	

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
121022	5/17/2016	3334 EDGEWEAR SCREEN PRINTING	515.00			
121023	5/17/2016	3159 FASTENAL COMPANY	55.65			
121024	5/17/2016	4269 FUN SERVICES - OM	1,489.00			
121025	5/17/2016	1344 GALE	318.62			
121026	5/17/2016	4644 GARROD, MANDY	248.50			
121027	5/17/2016	53 GCR TIRES & SERVICE	854.98			
121028	5/17/2016	966 GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
121029	5/17/2016	966 GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
121030	5/17/2016	966 GENUINE PARTS COMPANY-OMAHA	1,280.78			
121031	5/17/2016	262 GILMORE & BELL PC	2,500.00			
121032	5/17/2016	285 GRAYBAR ELECTRIC COMPANY INC	545.40			
121033	5/17/2016	71 GREENKEEPER COMPANY INC	302.75			
121034	5/17/2016	1044 H & H CHEVROLET LLC	73.95			
121035	5/17/2016	2407 HEIMES CORPORATION	87.99			
121036	5/17/2016	3496 HELWIG, JOHN	237.00			
121037	5/17/2016	2888 HOME DEPOT CREDIT SERVICES	59.72			
121038	5/17/2016	1496 HOPE HEALTH/IHAC	178.56			
121039	5/17/2016	4151 HUNDEN STRATEGIC PARTNERS	9,805.00			
121040	5/17/2016	2761 IA NE SD PRIMA CHAPTER	40.00			
121041	5/17/2016	1151 ICMA MEMBERSHIP RENEWALS	1,133.35			
121042	5/17/2016	2323 INGRAM LIBRARY SERVICES	2,241.91			
121043	5/17/2016	3050 INSIGHT PUBLIC SECTOR	3,193.76			
121044	5/17/2016	3646 INTERNATIONAL CODE COUNCIL INC	714.48			
121045	5/17/2016	18 INTOXIMETERS INCORPORATED	45.35			
121046	5/17/2016	1896 J Q OFFICE EQUIPMENT INC	135.41			
121047	5/17/2016	4425 LANDPORT SYSTEMS INC	125.00			
121048	5/17/2016	231 LEAGUE OF NEBRASKA MUNICIPAL	466.00			
121049	5/17/2016	4784 LIBRARY IDEAS LLC	10.50			
121050	5/17/2016	2664 LOU'S SPORTING GOODS	1,211.00			
121051	5/17/2016	263 LOVELAND GRASS PAD	228.77			
121052	5/17/2016	346 MAX I WALKER UNIFORM RENTAL	589.59			
121053	5/17/2016	4943 MENARDS-RALSTON	288.27			
121054	5/17/2016	153 METRO AREA TRANSIT	451.00			
121055	5/17/2016	553 METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
121056	5/17/2016	553 METROPOLITAN UTILITIES DIST.	1,175.64			
121057	5/17/2016	184 MID CON SYSTEMS INCORPORATED	151.02			
121058	5/17/2016	398 MID-AMERICAN BENEFITS INC	656.50			
121059	5/17/2016	2299 MIDWEST TAPE	876.40			
121060	5/17/2016	429 CYNTHIA MISEREZ	15.00			
121061	5/17/2016	4085 MNJ TECHNOLOGIES	916.00			
121062	5/17/2016	1028 NATIONAL EVERYTHING WHOLESALE	641.45			
121063	5/17/2016	3303 NEBRASKA WELDING LTD	29.50			
121064	5/17/2016	808 NEWMAN TRAFFIC SIGNS INC	511.76			
121065	5/17/2016	1152 NLA-NEBRASKA LIBRARY ASSN	615.00			
121066	5/17/2016	408 NOBBIES INC	177.94			
121067	5/17/2016	179 NUTS AND BOLTS INCORPORATED	32.81			
121068	5/17/2016	1968 O'KEEFE ELEVATOR COMPANY INC	182.00			
121069	5/17/2016	1808 OCLC INC	123.61			
121070	5/17/2016	1014 OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121071	5/17/2016	1014 OFFICE DEPOT INC	154.30			
121072	5/17/2016	79 OMAHA COMPOUND COMPANY	308.88			
121073	5/17/2016	195 OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
121074	5/17/2016	195 OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	

APCHCKRP
10.30.14

THU May 12, 2016 2:49 PM

City of Lavista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 3

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
121075	5/17/2016	195 OMAHA PUBLIC POWER DISTRICT	51,182.34			
121076	5/17/2016	109 OMNIGRAPHICS INC	163.70			
121077	5/17/2016	3039 PAPILLION SANITATION	2,702.34			
121078	5/17/2016	976 PAPILLION TIRE INCORPORATED	282.01			
121079	5/17/2016	256 PARK YOUR PAWZ INC	75.00			
121080	5/17/2016	4654 PAYFLEX SYSTEMS USA INC	261.45			
121081	5/17/2016	1723 PENWORTHY COMPANY	980.99			
121082	5/17/2016	1821 PETTY CASH-PAM BUETHE	.00	**Cleared**	**VOIDED**	
121083	5/17/2016	1821 PETTY CASH-PAM BUETHE	604.17			
121084	5/17/2016	1821 PETTY CASH-PAM BUETHE	108.98			
121085	5/17/2016	1784 PLAINS EQUIPMENT GROUP	1,689.21			
121086	5/17/2016	172 QP ACE HARDWARE	.00	**Cleared**	**VOIDED**	
121087	5/17/2016	172 QP ACE HARDWARE	.00	**Cleared**	**VOIDED**	
121088	5/17/2016	172 QP ACE HARDWARE	.00	**Cleared**	**VOIDED**	
121089	5/17/2016	172 QP ACE HARDWARE	872.54			
121090	5/17/2016	191 READY MIXED CONCRETE COMPANY	598.20			
121091	5/17/2016	487 SAPP BROS PETROLEUM INC	71.25			
121092	5/17/2016	1335 SARPY COUNTY CHAMBER OF	40.00			
121093	5/17/2016	490 SARPY COUNTY REGISTER OF DEEDS	38.00			
121094	5/17/2016	738 SIGN IT	222.00			
121095	5/17/2016	2272 SMALL, BRADY	237.00			
121096	5/17/2016	4272 SOLBERG, CHRISTOPHER	113.57			
121097	5/17/2016	3838 SPRINT	689.35			
121098	5/17/2016	4335 STOLTENBERG NURSERIES	295.00			
121099	5/17/2016	264 TED'S MOWER SALES & SERVICE	300.38			
121100	5/17/2016	822 THERMO KING CHRISTENSEN	306.15			
121101	5/17/2016	961 TIELKE'S SANDWICHES	39.24			
121102	5/17/2016	161 TRACTOR SUPPLY CREDIT PLAN	123.08			
121103	5/17/2016	4869 TRANS UNION RISK AND	25.00			
121104	5/17/2016	863 TROUT, DONNA L	300.00			
121105	5/17/2016	176 TURFWERKS	29.85			
121106	5/17/2016	4979 UNITE PRIVATE NETWORKS LLC	3,850.00			
121107	5/17/2016	4480 VAL VERDE ANIMAL HOSPITAL INC	301.38			
121108	5/17/2016	766 VIERREGGER ELECTRIC COMPANY	123.00			
121109	5/17/2016	3150 WHITE CAP CONSTR SUPPLY/HDS	264.91			
121110	5/17/2016	4832 WOODHOUSE LINCOLN	434.56			
121111	5/17/2016	984 ZIMCO SUPPLY COMPANY	4,489.20			

2753001
Thru 2769301

1260882	5/06/2016	5017 EFTPS	Federal Payroll Taxes	69,800.15	**E-PAY**
1260883	5/06/2016	5018 NE STATE INCOME TAX		10,337.42	**E-PAY**
1260884	5/06/2016	5019 ICMA PAYROLL	Pension	36,130.55	**E-PAY**
1260885	5/06/2016	5020 NE CHILD SUPPORT PAYMENT CTR		715.08	**E-PAY**
1260886	5/06/2016	5023 LFOP DUES		1,220.00	**E-PAY**
1260887	5/06/2016	5024 POLICE INSURANCE		261.89	**E-PAY**
1260888	5/06/2016	5025 529 CSP	College Savings Plan	50.00	**E-PAY**

BANK TOTAL	407,237.24
OUTSTANDING	407,237.24
CLEARED	.00
VOIDED	.00

APCHCKRP
10.30.14

Thu May 12, 2016 2:49 PM

City of Lavista
ACCOUNTS PAYABLE CHECK REGISTER****
OPER: AKH

PAGE 4

BANK NO BANK NAME
CHECK NO DATE

VENDOR NO VENDOR NAME

CHECK AMOUNT CLEARED VOIDED MANUAL

FUND

TOTAL

OUTSTANDING

CLEARED

VOIDED

01 GENERAL FUND

331,824.76

331,824.76

.00

.00

02 SEWER FUND

12,081.98

12,081.98

.00

.00

04 BOND(S) DEBT SERVICE FUND

27,200.00

27,200.00

.00

.00

05 CONSTRUCTION

11,032.14

11,032.14

.00

.00

08 LOTTERY FUND

9,114.65

9,114.65

.00

.00

09 GOLF COURSE FUND

5,318.33

5,318.33

.00

.00

15 OFF-STREET PARKING

860.38

860.38

.00

.00

16 REDEVELOPMENT

9,805.00

9,805.00

.00

.00

REPORT TOTAL

407,237.24

OUTSTANDING

407,237.24

CLEARED

.00

VOIDED

.00

+ Gross Payroll 05/06/16

369,413.00

- Payroll ACH Payments

118,515.09

GRAND TOTAL

\$658,135.15

APPROVED BY COUNCIL MEMBERS 05/17/16

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA

Subject:	Type:	Submitted By:
AMENDMENT TO THE COMPREHENSIVE PLAN — CHAPTER 4: LAND USE AND DEVELOPMENT	◆ RESOLUTION ◆ ORDINANCE ◆ RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to amend the Comprehensive Plan, Chapter 4: Land Use and Development.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and an ordinance prepared to consider amending the Comprehensive Plan, Chapter 4: Land Use and Development.

In 2010, the City Council adopted *A Vision Plan for 84th Street* which included an extensive public process resulting in a master plan which identifies that the vision for 84th Street is the creation of a downtown for the community. Numerous references throughout the plan called for a mixed use city center. In the next steps section of the plan, step 7 noted the need to identify action items, such as rezoning the property. Staff has determined that a mixed use district is necessary for the proper implementation of the vision plan.

In order to incorporate a mixed use zoning district in to the Zoning Ordinance, it is necessary to amend the *City of La Vista Comprehensive Plan 2007*, Chapter 4: Land Use and Development, to include mixed uses in the redevelopment area within the category of “Commercial” land uses.

A red-line copy of the proposed change is attached.

The Planning Commission held a public hearing on April 21, 2016, and unanimously recommended approval of the amendment.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, CHAPTER 4: LAND USE AND DEVELOPMENT; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. AMENDMENT OF THE LA VISTA COMPREHENSIVE PLAN. The 1997 Comprehensive Plan Update titled "Comprehensive Plan 2007" for the City of La Vista dated September 11, 1997, and prepared by Hanna:Keelan Associates P.C., as adopted by Ordinance No. 693 is hereby amended to add the following language to the "Commercial" category in Chapter 4: Land Use and Development:

"Redevelopment activities in the 84th Street corridor, especially the City Center area, are identified as mixed-use redevelopment as detailed within A Vision Plan for 84th Street".

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

facilities for the Police Station has also been considered by the City of La Vista. If the current facility cannot be expanded to meet future needs, then a new, larger facility should be developed. La Vista's population would not, however, necessitate two separate facilities

**A need for expanded
*COMMERCIAL***

La Vista's future commercial land use areas are anticipated to include the existing facilities along the 84th Street corridor, as well as in close proximity to Interstate 80 and east of 108th Street. Expansion of commercial areas are provided for in the Future Land Use Plan, **Illustrations 4.5a and 4.5b**. One of the primary growth areas for commercial uses is located east and southeast of the Oakdale Business Park. Proposed uses in these locations are primarily professional office development with some general commercial areas along Harrison and 108th Streets. These commercial uses are proposed as a means of buffering the industrial area from residential uses to the east and southeast.

Redevelopment activities in the 84th Street corridor, especially the City Center area, are identified as mixed-use redevelopment as detailed within A Vision Plan for 84th Street.

The other primary areas identified as future commercial growth areas are concentrated in the region just east of Interstate 80, along 126th Street and Giles Road, as well as along Harrison Street west of the Brook Valley Business Park.

Secondary neighborhood commercial areas are proposed at the northwest, northeast and southwest corners of 96th Street and Giles Road, the southwest corner of 72nd and Harrison Streets (between 66th and 72nd Streets) and at the northwest corner of 72nd Street and Giles Road.

The subarea concept discussed in this chapter will identify and prioritize the future commercial development and redevelopment areas. Although local and state economic incentives are available for several commercial districts, future development will proceed as the market dictates.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA

Subject:	Type:	Submitted By:
ZONING TEXT AMENDMENTS — VARIOUS AMENDMENTS TO PROVIDE FOR A NEW MIXED USE – CITY CENTRE DISTRICT	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.02, 2.14 and 2.16 (Definitions “A”, “M”, and “O”), Article 5 (Zoning Districts), Section 5.01 (Districts; Use), Section 5.15 (Planned Unit Development District), Section 7.01.05 (Permitted Signs and Limitations) and Section 7.17 (Landscaping Requirements) of the Zoning Ordinance; and add new Section 5.19 (Mixed Use – City Centre District) to the Zoning Ordinance.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider amendments to Sections 2.02, 2.14 and 2.16 (Definitions “A”, “M”, and “O”), Article 5 (Zoning Districts), Section 5.01 (Districts; Use), Section 5.15 (Planned Unit Development District), Section 7.01.05 (Permitted Signs and Limitations), and Section 7.17 (Landscaping Requirements) of the Zoning Ordinance; and add new Section 5.19 (Mixed Use – City Centre District) to the Zoning Ordinance.

In 2010 the City Council adopted A Vision Plan for 84th Street which included an extensive public process resulting in a master plan which identifies that the vision for 84th Street is the creation of a downtown for the community. Numerous references throughout the plan call for a mixed use city center. In the next steps section of the plan, step seven noted the need to identify action items, such as the rezoning of the property. Staff has concluded that a mixed use district is necessary for the proper implementation of the vision plan.

The proposed Mixed Use – City Centre District is intended for the following purposes:

1. Accommodate mixed use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units and office uses above the ground floor;

2. Buildings can be solely residential provided they are designed in a building-forward environment, with buildings at the street edge or having only shallow front setbacks;
3. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets; and
4. Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction.

With the development of this new zoning district, a number of related existing zoning regulations need to be modified to relate back to the new district and to remove conflicts with the intent of the new district. The following additional amendments are proposed:

1. Sections 2.02, 2.14, and 2.16 – Definitions
2. Article 5 – Zoning Districts
3. Section 5.01 – Districts; Use
4. Section 5.15 – Planned Unit Development District (Overlay District)
5. Section 7.01.05 – Permitted Signs and Limitations
6. Section 7.17 – Landscaping Requirements

Staff drafted the new mixed use district based on a model code from the American Planning Association. The regulations for the proposed new district differ substantially from the regulations of the city's other zoning districts, including:

1. No minimum building setbacks (with the exception of lots which abut residential districts). The district does establish a maximum setback of 10 feet: "The entire building façade must abut front and street side property lines or be located within 10 feet of such property line." This is typical of downtown zoning districts where the goal is to increase the density of development. Buildings may be constructed up to the public sidewalk of lot lines, and buildings may be connected to one another.
2. There is no maximum to the amount of building coverage on a lot. The lot may be 100% covered by a building.
3. There are no parking requirements for individual uses. The intention is to provide shared parking, either on the street or in the public lots or parking structures.
4. Residential uses are permitted to be "mixed in" with commercial uses.

A red-line version of the proposed amendments are attached.

The Planning Commission held a public hearing on April 21, 2016, and voted unanimously to recommend approval of the amendments.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 2.02, 2.14, 2.16, 5.01, 5.15, 7.01.05 AND 7.17 OF ORDINANCE NO. 848, AS PREVIOUSLY AMENDED (ZONING ORDINANCE); ADD NEW SECTION 5.19 OF ORDINANCE NO. 848 AS PREVIOUSLY AMENDED; TO REPEAL SECTIONS 2.02, 2.14, 2.16, 5.01, 5.15, 7.01.05, AND 7.17 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED OR AMENDED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Section 2.02. Section 2.02 of Ordinance No. 848, as previously amended, is hereby amended to read as follows:

Section 2.02 – Definitions: A

ABANDONMENT shall mean to cease or discontinue a use or activity without intent to resume as distinguished from short term interruptions such as during periods of remodeling, maintenance, or normal periods of vacation or seasonal closure.

ABUT, ABUTTING shall mean to border on, being contiguous with or have property or district lines in common, including property separated by an alley.

ACCESS OR ACCESS WAY shall mean the place, means, or way by which pedestrians and vehicles shall have safe, adequate and usable ingress and egress to a property or use as required by this Regulation.

ACCESSORY BUILDING (see Building, accessory)

ACCESSORY STRUCTURE shall mean a detached subordinate structure located on the same lot with the principal structure, the use of which is incidental and accessory to that of the principal structure.

ACCESSORY USE shall mean a use incidental, related, appropriate and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of the subject lot or affect other properties in the district.

ADJACENT shall mean near, close, or abutting, for example, an Industrial District across the street or highway from a Residential District shall be considered as "Adjacent".

ADULT BOOKSTORE shall mean any premises from which minors are excluded and in which the retail sale of books, magazines, newspapers, movie films, devices, slides, or other photographic or written reproductions is conducted as a principal use of the premises, if such services are distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas." (Ordinance No. 1083, 2-17-09)

ADULT COMPANIONSHIP ESTABLISHMENT shall mean an establishment which provides the service of engaging in or listening to conversation, talk or discussion between an employee of the establishment and a customer, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

ADULT ENTERTAINMENT ESTABLISHMENT shall mean any business which offers its patrons services or entertainment characterized by an emphasis on matter depicting, exposing, describing, discussing or relating to "specified sexual activities" or "specified anatomical areas," including, but without limitation, adult bookstores, adult motion picture theaters, *adult* saunas, adult companionship establishments, adult health clubs, adult cabarets, adult novelty businesses, adult motion picture arcades, adult modeling studios, adult hotel or motel, *adult* internet industries, and *adult* massage parlor / health club. (Ordinance No. 1083, 2-17-09)

ADULT HOTEL OR MOTEL shall mean a hotel or motel from which minors are specifically excluded from patronage and wherein material is presented which is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas."

ADULT INTERNET INDUSTRIES shall mean any business within an enclosed building or outdoors that is producing materials for distribution on the Internet, including live video streaming, tape delayed video broadcasts, live simulcasting, still photographs, audio broadcasts, animated video or hard copy, wherein material is presented which is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas." Said uses are intended for viewing by other parties while on-line and for a specified charge. (Ordinance No. 891, 2-04-03); (Ordinance No. 1083, 2-17-09)

ADULT MASSAGE PARLOR, HEALTH CLUB shall mean a massage parlor or health club, which restricts minors by reason of age, and which provides the services of massage, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

ADULT MINI-MOTION PICTURE THEATER shall mean a business premises within an enclosed building with a capacity for less than 50 persons used for presenting visual-media material if such business as a prevailing practice excludes minors by virtue of age, or if said material is distinguished or characterized by an emphasis on the

depiction or description of "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADULT MOTION PICTURE ARCADE shall mean any place to which the public is permitted or invited wherein coin or slug-operated or electronically, electrically or mechanically controlled still or motor picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing "specified sexual activities" or "specified anatomical areas."

ADULT MOTION PICTURE THEATERS shall mean a business premises within an enclosed building with a capacity of 50 or more persons used for presenting visual media material if said business as a prevailing practice excludes minors by virtue of age, or if said material is distinguished or characterized by an emphasis on the depiction of description of "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADULT NOVELTY BUSINESS shall mean a business which has as a principal activity of the sale of devices which simulate human genitals or devices which are designed for sexual stimulation.

ADULT SAUNA shall mean a sauna which excludes minors by reason of age, or which provides a steam bath or heat bathing room used for the purpose of bathing, relaxation, or reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent, if the service provided by the sauna is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

ADVERTISING STRUCTURE shall mean any notice or advertisement, pictorial or otherwise, and all such structures used as an outdoor display, regardless of size and shape, for the purposes of making anything known, the origin or place of sale of which is not on the property with such Advertising Structure.

AGRICULTURAL AND FARM BUILDINGS AND STRUCTURES shall mean any building or structure which is necessary or incidental to the normal conduct of a farm including but not limited to residence of the operator, residence of hired men, barns, buildings and sheds for housing livestock, poultry and farm machinery, buildings for the storage or shelter of grain, hay and other crops, silos, windmills and water storage tanks.

AGRICULTURE shall mean the use of land for agricultural purposes, of obtaining a profit by raising, harvesting, and selling crops or by the feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products, or any other agricultural or horticultural use. Agricultural use shall not be construed to include any parcel of land of less than twenty acres or any non-agricultural commercial or industrial development.

AIRPORT shall mean any area which is used or is intended to be used for the taking off and landing of aircraft, including helicopters, and any appurtenant areas which are used or are intended to be used for airport buildings or facilities, including open spaces, taxiways, and tie-down areas.

ALLEY shall mean a minor public service street or public thoroughfare 20 feet or less in width, through a block of lots primarily for vehicular service access to the rear or side of properties otherwise abutting on another street. Buildings facing an alley shall not be construed as satisfying the requirements of this regulation related to frontage on a dedicated street.

ALTERATION shall mean any change, addition or modification in construction or occupancy of an existing structure.

AMENDMENT shall mean a change in the wording, context, or substance of this Regulation, an addition or deletion or a change in the district boundaries or classifications upon the zoning map.

AMUSEMENT ARCADE shall mean a building or a part of a building where five or more pinball machines, video games, or other similar player-orientated amusement devices are available and are maintained for use.

ANIMAL HOSPITAL (see Hospital, animal)

ANIMAL SPECIALTY SERVICES shall refer to establishments primarily engaged in pet grooming, clipping, bathing, daycare, training courses, obedience classes, and similar services. Does not include veterinary services, but may include overnight boarding of animals, excluding exotic animals and farm animals such as horses, cattle, goats, sheep and poultry. (Ordinance No. 1251, 6-16-15)

ANTENNA shall mean any attached or external system of wires, poles, rods, reflecting disks or similar devices used for the transmission or reception of electromagnetic waves. (Also, see Satellite Dish Antenna.)

ANTIQUE STORE shall mean a place offering primarily antiques for sale. An antique for the purpose of this ordinance shall be a work of art, piece of furniture, decorative object, or the like, belonging to the past, at least 30 years old. (Ordinance No. 1083, 2-17-09)

APARTMENT shall mean a room or a suite of rooms within an apartment house or multiple family dwelling arranged, intended or designed for a place of residence of a single family or group of individuals living together. (Also, see Dwelling Unit)

APPAREL SHOP shall mean retail stores where clothing is sold, such as department stores, shoe stores, and dress, hosiery, and millinery shops. (Ordinance No. 1083, 2-17-09)

APPLIANCE STORE shall refer to retail shops selling equipment used for domestic functions. A store may include heavy appliances such as refrigerators, washers, dryers, ovens, dishwashers, or other similar domestic equipment. The store may also include smaller appliances such as televisions, computers, radios, microwaves, and other similar domestic equipment. (Ordinance No. 1083, 2-17-09)

APPEARANCE shall mean the outward aspect visible to the public.

APPROPRIATE shall mean the sympathetic, or fitting, to the context of the site and the whole community.

APPURTENANCES shall mean the visible, functional objects accessory to and part of buildings.

ARCHITECTURAL CANOPY SIGN (see Sign, architectural canopy)

ARCHITECTURAL CHARACTER (see Architectural Concept)

ARCHITECTURAL CONCEPT shall mean the basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development. (Ordinance No. 1083, 2-17-09)

ARCHITECTURAL FEATURE shall mean a prominent or significant part or element of a building, structure, or site. Architectural features may include special lines, massing, and/or texture.

LINES shall mean visual elements of the building, either within the façade or on the building edge, which are in a linear form either horizontally or vertically and may be composed of masonry, glass, or other related materials.

MASS shall pertain to the volume or bulk of a building or structure.

TEXTURE shall mean the quality of a surface, ranging from mirror finish, smooth, to coarse and unfinished.

ARCHITECTURAL STYLE shall mean the characteristic form and detail, as of buildings of a particular historic period.

ART GALLERY shall mean an establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This clarification does not include libraries, museums, or non-commercial art galleries. (Ordinance No. 1083, 2-17-09)

ARTIST LIVE-WORK SPACE shall mean dwelling unit that is also used for work purposes, provided that the 'work' component is restricted to the uses of artist's workshop, studio, or other similar uses and is located on the street level and constructed as separate units under a condominium regime or as a single unit. The 'live' component may be located on the street level (behind the work component) or any other level of the building. Live-work unit is distinguished from a home occupation otherwise defined by this ordinance in that the work use is not required to be incidental to the dwelling unit, non-resident employees may be present on the premises and customers may be served on site.

ASSISTED LIVING FACILITIES shall mean a type of long-term care facility for elderly or disabled people needing assistance with daily activities such as eating, bathing, dressing, laundry, housekeeping, and medicating. These facilities typically have a central cafeteria and nursing staff on call.

ATTACHED shall mean attached to real estate in such a way as to require dismantling, cutting away, unbolting from a permanent foundation or structural change in such structure in order to relocate it to another site. (Ordinance No. 1083, 2-17-09)

AUCTION SALES shall mean a building or structure or lands used for the storage of goods, materials or livestock which are to be sold on the premises by public auction and for the sale of the said goods, materials or livestock by public auction and on an occasional basis. Auction sales also includes motor vehicle wholesale sales, including trailers, trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. (Ordinance No. 891, 2-04-03)

AUTOMATED TELLER MACHINE (ATM) shall mean an automated device that performs banking or financial functions at a location remote from the controlling financial institution. (Ordinance No. 1083, 2-17-09)

AUTOMOBILE SALES shall mean the storage and display for sale or lease of more than two motor vehicles or any type of trailer (provided the trailer is unoccupied) at any one time and/or a total of ten or more sold or leased during the course of a calendar year, and where repair or body work is incidental to the operation of the new or used vehicle sales or leasing. Automobile sales includes all motor vehicle retail sales and leases including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. (Also, see Auction Sales) (Ordinance No. 891, 2-04-03)

AUTOMOTIVE REPAIR SERVICES shall refer to any building, structure, improvements, or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, or similar vehicles including but not limited to body, fender, muffler, or upholstery work; oil change and lubrication; major painting services; collision services; and tire service and sales. (Ordinance No. 1053, 1-15-08)

AUTOMOTIVE SERVICES shall refer to any building, structure, improvements or land used for the general maintenance of automobiles, motorcycles, trucks, trailers or similar vehicles including but not limited to washing,

cleaning, and/or detailing; installation of car stereos, accessories, or other light equipment; and minor painting. (Ordinance No. 1053, 1-15-08)

SECTION 2. Amendment of Section 2.14. Section 2.14 of the Ordinance No. 848, as previously amended, is hereby amended to read as follows:

Section 2.14 - Definitions: M

MAIL ORDER SERVICES shall mean an establishment primarily engaged in the retail sale of products by television, telemarketing, internet, catalog, and mail order. Such a use may include warehousing, shipping, and receiving of merchandise intended for retail sale. (Ordinance No. 1083, 2-17-09)

MANUFACTURED HOME A factory-built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles, and which bears a label certifying that it was built in compliance with standards promulgated by the United States Department of Housing and Urban Development. (Ordinance No. 1083, 2-17-09)

MANUFACTURED HOME PARK shall mean a parcel of land under single ownership that has been planned and improved for the placement of manufactured housing used or to be used for dwelling purposes and where manufactured home spaces are not offered for sale or sold. The term "manufactured home park" does not include sales lots on which new or used manufactured homes are parked for the purposes of storage, inspection, or sale.

MANUFACTURED HOME SUBDIVISION shall mean any area, piece, parcel, tract or plot of ground subdivided and used or intended to be used for the purpose of selling lots for occupancy by manufactured homes.

MANUFACTURING shall mean uses primarily engaged in the mechanical or chemical transformation of materials or substances into new products. These uses are usually described as plants, factories, or mills and characteristically use power driven machines and materials handling equipment. Uses engaged in assembling component parts of manufactured products are also considered manufacturing if the new product is neither a structure nor other fixed improvement. Also included is the blending of material such as lubricating oils, plastics, resins, or liquors. Manufacturing production is usually carried on for the wholesale market, for interplant transfer, or to order for industrial users, rather than for direct sale to the domestic consumer.

MANUFACTURING, ARTISAN (LIMITED) shall mean the manufacture and production of commercial goods by a manual worker or craftsman, such as jewelry, metalwork, cabinetry, stained glass, textiles, ceramics, or hand-made food products. Artisan Manufacturing and Production does not include any activity that causes noise, odor, or vibration to be detectable on a neighboring property.

MANUFACTURING, LIGHT shall mean an establishment engaged in the indoor manufacturing, assembly, fabrication, packaging or other industrial processing of finished parts or products, primarily from previously prepared materials, or the indoor provision of industrial services, where there are few external effects across property lines. This term includes but is not limited to a business engaged in the processing, fabrication, assembly, treatment, or packaging of food, textile, leather, wood, paper, chemical, plastic, or metal products, but does not include basic industrial processing from raw materials. (Ordinance No. 1053, 1-15-08)

MAP, OFFICIAL ZONING DISTRICT shall mean a map delineating the boundaries of zoning districts which, along with the zoning text, is officially adopted by the La Vista City Council.

MASTER FEE SCHEDULE shall mean a fee schedule maintained by the City of La Vista and passed, and amended periodically, which establishes the required fees to be collected for specific Planning, Zoning, Subdivision, and Building Inspection activities.

MECHANICAL EQUIPMENT shall mean equipment, devices, and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning, and similar purposes.

MEDICAL / DENTAL OFFICES / CLINICS shall mean a building or portion of a building containing offices and facilities for providing medical, dental, and psychiatric services for outpatients only. (Ordinance No. 1083, 2-17-09)

MEETING HALL shall mean a building designed for public assembly. (Ordinance No. 1083, 2-17-09)

MICROBREWERY (see Brew Pub) (Ordinance No. 1083, 2-17-09)

MINI-STORAGE OR MINI-WAREHOUSE (See Self-Service Storage Facility)

MISCELLANEOUS REPAIR SERVICES shall include electrical repair shops; watch, clock and jewelry repair shops; and re-upholstery and furniture repair. (See also Standard Industrial Classification (SIC) Major Group 76, published by the U.S. Department of Labor) (Ordinance No. 1053, 1-15-08)

MISCELLANEOUS STRUCTURES shall mean structures, other than buildings, visible from public ways. Examples are: memorials, antennas, water tanks and towers, sheds, shelters, fences, and walls, kennels, transformers, drive-up facilities. (Ordinance No. 1083, 2-17-09)

MIXED USE shall mean properties where various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design.

MOBILE HOME (See Dwelling, Mobile Home)

MOBILE HOME PARK (See Manufactured Home Park)

MOBILE HOME SUBDIVISION (See Manufactured Home Subdivision)

MORTUARY shall mean an establishment in which the deceased are prepared for burial or cremation. The facility may include funeral services and spaces for informal gatherings or display of funeral equipment. This classification excludes cemeteries. (Ordinance No. 1083, 2-17-09)

MOTEL (See Hotel)

MOTOR VEHICLE shall mean every self-propelled vehicle, not operated upon rails, except mopeds and self-propelled invalid chairs. (Ordinance No. 891, 2-04-03)

SECTION 3. Amendment of Section 2.16. Section 2.16 of the Ordinance No. 848, as previously amended, is hereby amended to read as follows:

Section 2.16 - Definitions: O

OFFICE shall mean a building or a portion of a building wherein services are performed involving, primarily, administrative, professional, or clerical operations.

OFFICE PARK shall mean a development which contains two or more separate office buildings, accessory and supporting uses, and open space all designed, planned, constructed, and maintained on a coordinated basis. (Ordinance No. 1083, 2-17-09)

OPEN AIR FARMERS' MARKET shall mean a site where outdoor stalls, booths, tables and/or the like are used by one or more vendors for the display and/or sale of locally produced fruits, vegetables, plants, flowers, plant products, and/or animal products such as eggs, milk, butter, cheese and honey. A farmers' market shall not include the display and/or sale of animals.

OPEN SPACE shall mean a parcel or parcels of land, together with the improvements thereon, primarily set aside for recreational use and enjoyment, exclusive of land areas used for streets, alleys, roads, driveways, parking areas, structures, and buildings.

OPEN SPACE, COMMON shall mean a separate and distinct area set aside as open space within or related to a development, and not on individually owned lots or dedicated for public use, but which is designed and intended for the common use or enjoyment of the residents of the development. Rights-of-way, private streets, driveways, parking lots or other surfaces designed or intended for vehicular use or required yards shall not be included as common open space.

OUTLOT shall mean a lot remnant or parcel of land left over after platting, which is intended as open space or other use, for which no building permit shall be issued on any private structures.

OUTDOOR STORAGE shall mean the storage of any material for a period greater than 72 hours not in an enclosed building, including items for sale, lease, processing, and repair (including motor vehicles). (Ordinance No. 1083, 2-17-09)

OVERLAY DISTRICT shall mean a district in which additional requirements act in conjunction with the underlying zoning district. The underlying zoning district designation does not change. (Ordinance No. 1083, 2-17-09)

OWNER shall mean one (1) or more persons, including corporations, who have title to the property, building or structure in question.

SECTION 4. Adding new Section 5.19 to the list of Zoning Districts. Section 5.19, Mixed-Use – City Centre District is added to Article 5 of Ordinance No. 848 and is hereby amended to read as follows:

ARTICLE 5: ZONING DISTRICTS

5.01	Districts; Uses	
5.02	Districts; Boundaries	
5.03	District Boundaries; Interpretation	
5.04	Districts; Classification of Districts upon Annexation and Conformance with Land Use Plan	
5.05	District (TA);	Transitional Agricultural
5.06	District (R-1);	Single-Family Residential

5.07	District (R-2);	Two-Family Residential
5.08	District (R-3);	High Density Residential
5.09	District (R-4);	Condominium Residential
5.10	District (C-1);	Shopping Center District
5.11	District (C-2);	General Commercial
5.12	District (C-3);	Highway Commercial / Office Park District
5.13	District (I-1);	Light Industrial
5.14	District (I-2);	Heavy Industrial
5.15	District (PUD);	Planned Unit Development
5.16	District (R-M);	Mobile Home Residential
5.17	District (GWAY);	Gateway Corridor (overlay)
5.18	District (FF/FW);	Flood Plain (overlay)
5.19	District (MU-CC);	Mixed Use – City Centre

SECTION 5. Amendment of Section 5.01. Section 5.01 of Ordinance No. 848, as previously amended, is hereby amended to read as follows:

Section 5.01 Districts; Use. For the purpose of this Ordinance, the Municipality is hereby divided into fifteen (15) districts, designated as follows:

(TA)	Transitional Agricultural
(R-1)	Single-Family Residential
(R-2)	Two-Family Residential
(R-3)	High Density Residential
(R-4)	Condominium Residential
(C-1)	General Commercial District
(C-2)	Shopping Center Commercial
(C-3)	Highway Commercial / Office Park District
(I-1)	Light Industrial
(I-2)	Heavy Industrial
(PUD)	Planned Unit Development
(R-M)	Mobile Home Residential
(GWAY)	Gateway Corridor Overlay
(FF/FW)	Flood Plain (overlay)
(MU-CC)	Mixed Use – City Centre

SECTION 6. Amendment of Section 5.15. Section 5.15 of Ordinance No. 848, as previously amended, is hereby amended to read as follows:

Section 5.15 PUD PLANNED UNIT DEVELOPMENT DISTRICT (Overlay District)

5.15.01 Intent: The intent of the PUD District is to encourage creative design in buildings, open space, and their inter-relationship while protecting the health, safety, and general welfare of existing and future residents of surrounding neighborhoods.

The PUD District is an overlay zone. Although the specific conditions within this district are predetermined, the location of a proposed district must be carefully reviewed to assure that these conditions can be met. A specific PUD site plan shall be submitted by each applicant for "PUD" zoning in accordance with the provisions and conditions that follow.

5.15.02 Recommendation, findings of fact and development sizes

The planning commission, in its minutes, shall set forth its reasons for recommendation of approval or denial of the application for a PUD District, along with specific evidence and facts showing that the proposal meets or does not meet the following conditions.

- 5.15.02.01 Said planned unit development shall be in general conformity with the provisions of the La Vista Comprehensive Plan.
- 5.15.02.02 Said planned unit development shall not have a substantially adverse effect on the development of the neighboring area.
- 5.15.02.03 The minimum size allowed for a PUD District shall be 3 acres.
- 5.15.02.04 Permitted uses, lot sizes, height limits, bulk, density, parking, and setback requirements may be varied so as to promote an efficient and creative PUD District.

5.15.03 Use regulations.

All uses in the underlying zoning district may be permitted or conditionally permitted, unless certain uses are limited by City Council. Additionally, other uses (outside the underlying zoning district) may be allowed by City Council to promote mixed-use development.

5.15.04 Standards and conditions for development.

A planned unit development shall be consistent with the following general standards for use of land, and the use, type, bulk, and location of buildings, the density or intensity of use, open space, and public facilities.

- 5.15.04.01 The applicant shall submit a schedule of construction. The proposed construction shall begin within a period of twelve (12) months following the approval of the application by the City Council. A minimum of fifty (50) percent of the total planned construction

- shown on the final plan shall be completed within a period of five (5) years following such approval or the PUD plan shall expire. The period of time established for the completion of the development may be modified from time to time by the City Council upon review and recommendation by the Planning Commission upon the showing of good cause by the developer.
- 5.15.04.02 The developer shall provide and record easements and covenants, shall make such other arrangements, and shall furnish such performance bonds, escrow deposit, or other financial guarantees for public improvements as may be determined by the City Council to be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion.
- 5.15.04.03 The site shall be accessible from public roads and/or private roads that are adequate to carry the traffic that will be imposed upon them by the proposed development. The streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development.
- 5.15.04.04 The development shall not impose an undue burden on public services and facilities, such as fire and police protection.
- 5.15.04.05 The entire tract or parcel of land to be occupied by the planned unit development shall be held in single ownership or control, or if there are two (2) or more owners, the application for such planned unit development shall be filed jointly by all owners.
- 5.15.04.06 The location and arrangement of structures, parking areas, walks, lighting, and appurtenant facilities shall be compatible with the surrounding land uses, and any part of a planned unit development not used for structures, parking and loading areas, or access ways shall be landscaped or left as common open space.
- 5.15.04.07 Adequate parking shall be provided for each building and use as per the regulations of the underlying zoning district. Planned Unit Development (PUD) plans may reduce the minimum parking requirements, in Section 7.06, if parking is shared by more than one land use or business.
- 5.15.04.08 PUD Districts shall abide by Section 7.17 (Landscaping Requirements) of this ordinance to ensure suitable screening between developments is maintained.
- 5.15.04.09 Except for the MU-CC district, all residential, commercial, and industrial buildings shall set back not less than twenty-five (25) feet from the right-of-way of any street and ten (10) feet from any district boundary lines that do not abut a street right-of-way. *PUD's within the MU-CC district shall abide by the setbacks of that district.* Additional setback from a heavily traveled thoroughfare may be required, when found reasonable by the Planning Commission and City Council for the protection of health, safety, and general welfare.
- 5.15.04.10 Except for the MU-CC district, building coverage shall not exceed the following percentages of the net developable area of each individual parcel of the total development for each type of planned unit development:
 Residential, forty (40) percent maximum.
 Commercial, sixty (60) percent maximum. (*Ordinance No. 882, 11-19-02*)
 Industrial, sixty-five (65) percent maximum. (*Ordinance No. 882, 11-19-02*)
Uses within the MU-CC District, no requirement.
- 5.15.04.11 Except for the MU-CC district, a minimum of thirty (30) percent of the net area of that part of a planned unit development reserved for residential use shall be provided for open space as defined by these regulations under Section 5.15.04.16 below. Common open space for the leisure and recreation shall be maintained, through a homeowner's association or other approved entity. (*Ordinance No. 950, 3-1-05*) Open space as defined under this zoning district shall mean land area of the site not covered by buildings, parking, structures, or accessory structures, except recreational structures. Common open space as defined under this zoning district shall mean open space which is accessible and available to all occupants or their guests.
- 5.15.04.12 The PUD District shall include such provisions for the ownership and maintenance of the common open spaces as are reasonably necessary to insure its continuity, care, conservation, and maintenance, and to insure that remedial measures will be available to the City Council if the common open space is permitted to deteriorate, or is not maintained in a condition consistent with the best interests of the planned unit development or of the entire community.
- 5.15.04.13 No single family residential lot shall have direct access onto an arterial street.
- 5.15.04.14 All commercial areas must have access via a collector or arterial street; however, no individual commercial use may have direct access onto collector or arterial streets, unless the access is shared among more than one lot or building.
- 5.15.04.15 Sidewalks shall be built to City specifications along all public and private streets; however, an alternative pedestrian and sidewalk plan may be required which provides pedestrian access between each building or use in the planned unit development.
- 5.15.04.16 When a developer intends to design a new concept development, the Planning Commission and City Council may grant lesser front, side, and rear yard setbacks, including zero (0) lot line setbacks.
- 5.15.04.17 Architectural design and style are not restricted; however architectural style should be consistent throughout the PUD District. See Gateway Corridor District Design Guideline Booklet for examples of developments considered meeting this concept. Evaluation of the appearance of a project shall be based on the quality of its design and relationship to surroundings.

- 5.15.04.18 Building materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.
- 5.15.04.19 All building within the PUD District shall use harmonious colors and shall use only compatible accents.
- 5.15.04.20 Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting of individual buildings may be used to prevent a monotonous appearance.
- 5.15.04.21 Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be directed downward and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas (i.e. Dark Sky compliant.)
- 5.15.04.22 Developments within the MU-CC District are exempt from Sections 5.15.04.17 through 5.15.04.21 of this ordinance.

5.15.05 Application for approval of PUD plan.

- 5.15.05.01 An application for a PUD shall be handled in the same manner prescribed for amending this Ordinance. The same requirements for notice, advertisement of public hearing, protests, and adoption shall be required as zoning changes.
- 5.15.05.02 The applicant shall prepare the PUD plan for review and approval by the planning commission. Said PUD plan shall include a site plan showing:
1. Contours at intervals of two (2) feet or spot elevations on a one hundred (100) foot grid shall be required on flat land;
 2. Location, size, height, and use of all proposed structures in conformance with the yard requirements;
 3. All points of ingress and egress, driveways, circulation aisles, parking lots, parking spaces, and service areas;
 4. All pedestrian sidewalks and walkways for internal circulation among buildings within the PUD as well as existing and proposed perimeter sidewalks.
 5. All streets adjoining subject property and the width of the existing right-of-way;
 6. Areas set aside for public and private open space with the type of recreational facilities planned for each;
 7. Designation of individual parcels if the proposed development is to be set up in separate construction phases;
 8. Designation of individual lots if such lots are proposed to be sold to individual owners;
 9. Location of required screening;
 10. Location of natural features such as ponds, tree clusters, and drainageways;
 11. Existing development on adjacent properties within two hundred (200) feet.
- 5.15.05.03 The above-described site plan shall also include a section designated as "general provisions," and said section shall include the following when said items are applicable:
1. Net area in square feet or acres. (*Note:* Net area does not include land dedicated or necessary to be dedicated for public street right-of-way. If more than one parcel is proposed, designate net area by parcel as well as total net area.)
 2. Density of dwelling units per acre of the total dwelling units for the entire plan.
 3. Building coverage of the net area of the planned unit development by individual parcel or total development.
 4. The percentage of the development plan provided for common open space as defined by this regulation.
 5. If more than one parcel is proposed, a statement relating to the sequence of development shall be included.
 6. Required number of off-street parking spaces.
 7. Gross floor area proposed for commercial buildings.
- 5.15.05.04 A statement or adequate drawings shall be included describing the manner for the disposition of sanitary waste and storm water.
- 5.15.05.05 The full legal description of the parcels of the property or properties shall be included in the planned unit development.
- 5.15.05.06 A vicinity map, shall be included, showing the general arrangement of streets within an area of one thousand (1,000) feet from the boundaries of the proposed planned unit development.
- 5.15.05.07 A rendering or drawing of the general characteristics of the proposed buildings shall be submitted.
- 5.15.05.08 When a planned unit development includes provisions for common space, or recreational facilities, a statement describing the provision that is to be made for the care and maintenance for such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed articles of incorporation and bylaws of such entity shall be submitted.
- 5.15.05.09 Copies of any restrictive covenants that are to be recorded with respect to property included in the planned development district.

- 5.15.05.10 The Planning Commission shall hold a Public Hearing on the PUD after the PUD has been reviewed by City of La Vista staff after giving notice as required by Statute for hearings.
- 5.15.05.11 Said public hearing may be adjourned from time to time and, within a reasonable period of time after the conclusion of said public hearing, the Planning Commission shall prepare and transmit to the City Council and the applicant specific findings of fact with respect to the extent which the PUD plan complies with those regulations, together with its recommendations in respect to the action to be taken on the PUD.
- 5.15.05.12 The City Council may or may not approve the PUD plan.
- 5.15.05.13 Substantial or significant changes in the PUD shall only be made after rehearing and re-approval.
- 5.15.05.14 After approval of a plan by the City Council, the applicant may apply for a building permit. The building permit shall include the same information as the plan.
- 5.15.05.15 The Planning Department shall review the building permit for compliance with the approved plan.
- 5.15.05.16 In the event that the building permit submitted contains substantial changes from the approved development plan, the applicant shall resubmit the original plan. This development plan shall be modified in the same manner prescribed in this division as for original approval.

5.15.06 Enforcement

The approved PUD site plan is binding and shall be a restriction on development which runs with the land. Any unauthorized deviation therefrom shall be punishable and enforceable as a violation of this title.

5.15.09 Amendments.

The PUD District ordinance or an approved PUD plan may be amended in the same manner prescribed in this section for approval of a PUD plan. Application for amendment may be made by the homeowner's association or fifty-one (51) percent of the owners of the property within the PUD District.

5.15.11 Fees.

For the following applications the indicated fee shall be paid to the City:

1. PUD; as set in the Master Fee Schedule.

The fee does not include any Preliminary and Final Plat Fees required by the City of La Vista. (*Ordinance No. 882, 11-19-02*)

SECTION 7. New Section 5.19. Ordinance No. 848, as previously amended, is hereby amended and a new section, Section 5.19, is added to read as follows:

Section 5.19 MU-CC Mixed Use City Centre District

5.19.01 Intent: The intent of the Mixed Use Town Centre District (MU-CC) is to:

1. Accommodate mixed use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units and office uses above the ground floor;
2. Buildings can be solely residential provided they are designed in a building-forward environment, with buildings at the street edge or having only shallow front setbacks.
3. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets; and
4. Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction.

5.19.02 Permitted Uses:

Uses are allowed in "MU-CC" zoning districts in accordance with the use table of this section.

Uses Allowed in the MU-CC Zoning District

Use Category (Specific Use Type)	MU-CC District
Residential:	
Artist Live/Work Space located above the ground floor	P
Artist Live/Work Space, ground floor	P
Bed & breakfasts	P
Townhouses/condominiums	P
Multi-Family, above ground floor	P
Multi-Family, ground floor	C
Senior living: nursing care, rehab facility & assisted living facility	C
Public and Civic:	
Meeting hall	C

Museum	P
Publicly owned and operated facilities	P
Public services	P
Recreation areas/parks (public)	P
Social club/fraternal organizations	C
Parking Structures or Lots	P
Commercial:	
Antique store	P
Apparel shop	P
Art gallery	P
Attorneys	P
Automated Teller Machines	C
Bakery shop (retail)	P
Banks	P
Barber and beauty shop	P
Bicycle shop	P
Book store, not including uses defined in Adult Establishment.	P
Brew pubs	P
Brew-on premises store	P
Business or trade school	C
Business services	P
Camera store	P
Charitable organizations	C
Child care (center)	P
Coffee kiosks	P
Communication services	C
Computer store	P
Confectionery	P
Credit services	P
Dairy product sales	P
Dance studio	P
Dental office	P
Department store	P
Drug store	P
Dry cleaning & laundry pickup	P
Event center	C
Exercise, fitness & tanning spa	P
Finance/investment services	P
Fireworks stands	T
Floral shop	P
Food sales (general)	P
Food sales (limited)	P
Furniture store or showroom	P
Gift shop	P
Gunsmith	C
Hardware store	P
Health club or recreation facility, not including uses defined in Adult Establishment.	C
Hobby, craft store	P
Home occupations	C
Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.	P
Insurance	P
Jewelry store	P
Liquor store	P

Locksmith	P
Mail order services	C
Meat market, retail	C
Medical office	P
Micro-breweries, connected to restaurant	P
Music retail store	P
Music studio	P
Newsstands	P
Office	P
Open-air farmers markets	P
Outdoor display of merchandise	P
Paint store	P
Pet health services	P
Pet shop	C
Photographer	P
Picture framing shop	P
Pinball or video games business	C
Produce stands	P
Real estate offices	P
Recreational establishments	C
Restaurants, café, and fast food	P
Second hand stores	C
Security brokers	P
Shoe store	P
Sporting goods	P
Stamp and coin stores	P
Tailors and dressmakers	P
Tanning salon	P
Tavern and cocktail lounge, not including uses defined in Adult Establishment.	P
Theater, indoor, not including uses defined in Adult Establishment.	P
Title abstracting	P
Toy store	P
Travel agencies	P
Video store, not including uses defined in Adult Establishment.	P

Industrial:

Manufacturing: Artisan (Limited)	C
(hand tools only: e.g., jewelry or ceramics)	

Other:

Temporary structures (events)	T
Temporary structures (construction)	T

P = permitted by right; C = conditional use; T = temporary

5.19.03 Permitted Accessory Uses

- 5.19.03.01 Buildings and uses customarily incidental to the permitted uses.
- 5.19.03.02 Urban residential storage as an accessory to a primary residential use.
- 5.19.03.03 Parking as permitted in Section 7.05 through 7.09.
- 5.19.03.04 Signs allowed in Section 7.01 through 7.04.
- 5.19.03.05 Landscaping as required by Section 7.17.

5.19.04 Setbacks

- 1. The entire building façade must abut front and street side property lines or be located within 10 feet of such property lines.

2. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:
 - a. There shall be a minimum rear setback of twenty (25) feet the full width of the lot;
3. No interior side setbacks are required in the MU-CC district, except when MU-CC zoned property abuts R-zoned property, in which case the minimum side setback required in the MU-CC district shall be the same as required for a residential use on the abutting residentially-zoned lot.

5.19.05 Building Height

The maximum building height shall be 90 feet.

5.19.06 Off-Street Parking

1. No off-street parking is required in the MU-CC district.
2. If off-street parking is utilized, it shall comply with Sections 7.08-7.09 of this ordinance.
3. All parking spaces shall be paved with asphalt, concrete or other approved hard surface.
4. The use of shared parking is encouraged.
5. Off-street parking spaces should be located to the rear of the main façade of the principal building or otherwise screened to satisfy the screening requirements of the district design standards.

5.19.10 Circulation and Connectivity

Uses shall be integrated with the surrounding community, easily accessible, and have a good internal circulation system for a variety of travel options.

1. Internal walk connections are required between buildings, and from buildings to all on site facilities, such as parking areas, bicycle facilities, and open space.
2. External walk connections are required to provide direct access from all buildings on the site to existing or planned sidewalks, adjacent multi-use trails, parks, and greenways.

SECTION 8. Amendment of Section 7.01.05. Section 7.01.05 of Ordinance No. 848, as previously amended, is hereby amended to read as follows:

7.01.05 Permitted Signs and Limitations

1. *Ground Monument*

- A. Monument signs shall be located along the frontage of the zoned lot. All signs shall be of permanent construction and are subject to the provisions of local codes and ordinances. On corner lots, the monument sign may be placed on either frontage.
- B. All ground monument signs shall be located on the same lot as the advertised use.
- C. Signs shall contain only the name or trademark of the business, building or complex which it identifies.
- D. With the exception of change panels permitted for gas stations to advertise gasoline prices, no change panels, advertising or names of individual tenants will be allowed.
- E. Setbacks for all ground monument signs are ten (10) feet, no setbacks are required in the MU-CC District.
- F. The following criteria apply to Ground Monument signs:

District	Design Limitations for Ground Monuments		
	Max. Size	Max. Height	Max. Number
TA	50 square feet	10 feet	One (1) per lot frontage.
R-1	32 square feet	10 feet	One (1) per lot frontage.
R-2	32 square feet	10 feet	One (1) per lot frontage.
R-3	32 square feet	10 feet	One (1) per lot frontage.
R-4	32 square feet	10 feet	One (1) per lot frontage.
C-1	32 square feet	10 feet	One (1) per lot frontage.
C-2	32 square feet	10 feet	One (1) per lot frontage.
C-3	50 square feet	10 feet	Two (2) per lot frontage
MU-CC	32 square feet	10 feet	One (1) per lot frontage.
I-1	32 square feet	10 feet	One (1) per lot frontage.
I-2	32 square feet	10 feet	One (1) per lot frontage.
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

2. *Center Identification Signs*

- A. All Center Identification signs shall be a ground monument style sign.
- B. A maximum of two Center Identification signs per development shall be allowed. No two signs shall be allowed closer than five-hundred (500) feet to each other on the same side of the street, measured along the edge of the street.
- C. All Center Identification signs shall be constructed in a manner that is permanent.
- D. Acceptable materials include:
 - Exterior Insulation Finish System (EIFS)
 - Brick
 - Split face Concrete Masonry Units
 - Stone
 - Metal
 - Simulated Acrylic, or
 - Other materials provided said design is reflective of the character of the use.

- E. All Center Identification signs shall advertise only the name of the development *and/or major tenants*, unless in compliance with Subsection F below.
- F. Setbacks for all Center Identification Signs shall be twenty (20) feet along a street designated as an arterial or collector and ten (10) feet along any street designated as a local, minor or private street.
- G. Change panels and/ or changeable copy may be allowed provided:
 - Signs shall only include business names *or logos*
 - Fonts shall be similar to that of the development name
 - Said panels and / or copy match in color and material to the overall sign.
- H. *Electronic Message Boards shall only be allowed as part of a Center Identification Sign. provided the following:*
 - *No more than one-half of the permitted sign area shall be used for changeable copy or electronic message board signs.*
 - *The board may be double-faced.*
 - *Each board shall be permanently installed or located.*
 - *Electronic messages shall not be animated or flash continuously (blinking) in any manner.*
 - *Electronic message boards must use automatic level controls to reduce light levels at night and under cloudy and other darkened conditions, in accordance with the standards set forth in this sub-section. All electronic message boards must have installed ambient light monitors, and must at all times allow such monitors to automatically adjust the brightness level of the electronic sign based on ambient light conditions. Maximum brightness levels for electronic message boards may not exceed 5000 nits when measured from the signs face at its maximum brightness, during daylight hours, and 500 nits when measured from the signs face at its maximum brightness between sunset and sunrise, as those times are determined by the National Weather Service.*
 - *The message cannot change copy at intervals of less than one (1) minute. Changes of message image must be instantaneous as seen by the human eye and may not use fading, rolling, window shading, dissolving, or similar effects as part of the change.*

- I. The following criteria apply to Center Identification signs:

District	Design Limitations for Center Identification Signs		
	Max. Size	Max. Height	Max. Number
TA			
R-1			
R-2			
R-3			
R-4			
C-1	100 square feet	20 feet	One (1) per main entrance but not more than two (2) per street frontage of the development
C-2	100 square feet	20 feet	One (1) per main entrance but not more than two (2) per street frontage of the development
C-3	150 square feet	24 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
MU-CC	150 square feet	24 feet	One (1) per main entrance but not more than two (2) per street frontage of the development
I-1	100 square feet	20 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
I-2	100 square feet	20 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

(Ordinance No. 883, 11-19-02) (Ordinance No. 896, 2-04-03) (Ordinance No. 1145, 5-17-11)

3. **Wall Signs**

- A. All wall signs shall be mounted to the primary face of the use, *unless otherwise substituted by the Building Official. (Ordinance No. 988, 4-18-06)*
- B. The following criteria apply to Wall Signs:

District	Design Limitations for Wall Signs		
	Max. Size	Max. Height	Max. Number
TA	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) per storefront Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
R-1			
R-2			
R-3			
R-4			
C-1	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) per storefront Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
C-2	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) per storefront Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
C-3	2.5 square feet per lineal foot of building / storefront to a Max. of 600 sq. ft.	45 feet above grade	One (1) per main frontage One (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
MU-CC	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) per storefront Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
I-1	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) per main frontage Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
I-2	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) per main frontage Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
PUD	The maximum allowed within the underlying zoning district, or otherwise prescribed in the approved P.U.D Plan of said lot development.	The maximum building height allowed in the approved P.U.D Plan of said lot development.	The maximum allowed within the underlying zoning district, or otherwise prescribed in the approved P.U.D Plan of said lot development.

(*Ordinance No. 988, 4-18-06*)

4. **Incidental Signs**

- A. Incidental signs shall be placed in locations along the primary face of the building.
- B. Incidental signs may be placed on a second building face, when the building has dual frontage.
- C. The following criteria apply to Incidental Signs:

District	Design Limitations for Incidental Signs		
	Max. Size	Max. Height	Max. Number
TA	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
R-1			
R-2			
R-3			
R-4			
C-1	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
C-2	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
C-3	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
MU-CC	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
I-1	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
I-2	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

5. **Project Directory Signs (Ordinance No. 1145, 5-17-2011)**

In order to maintain the flow of traffic on arterial and collector roads and to promote vehicular safety, emphasis is made to limit the number of ingress and egress points off of such roads. Project directory signs are intended to direct attention to planned multi-tenant developments which are not easily accessible off of such roads and where on-premise signage for that development (or any tenants within the development) would not otherwise be visible by the motorists traveling on nearby arterial or collector roads at the closest point of access. Provisions are provided to allow project directory signs which identify the name of the particular development and/or the names of

their tenants. Such signs would be supplemental to signage otherwise provided for such developments.

Supplemental directional signs may be erected under the following conditions:

- A. Access to the development is restricted. Full ingress and egress to the development off an arterial or collector road is limited by access constraints or non-existent.
- B. Such signs may be placed on or off-premises. All such signs shall be constructed and located, however, so as to be visible by the motorist traveling on the arterial or collector road which intersects with the local road providing access to the development.
- C. Setbacks for all Project Directory Signs shall be twenty (20) feet along a street designated as an arterial or collector and ten (10) feet along any street designated as a local, minor or private street.
- D. A maximum of two project directory signs per development shall be allowed. No two signs shall be allowed closer than five-hundred (500) feet to each other on the same side of the street, measured along the edge of the street.
- E. No such sign shall be allowed further than one-thousand (1,000) feet from any entity advertising on the sign using the closest straight line measurement.
- F. The minimum distance between a sign location and any residential zoning district shall be 50 feet.
- G. The sign may contain the name of the development, names of tenants within the development, directional arrows and distance information. If off-premises, sign shall identify multiple businesses or industries.
- H. The size of each sign shall be a function of the number of tenants within the development. Each eight (8) square feet per principal use within the development, whichever is greater, with a maximum area of eighty (80) square feet.
- I. All such signs shall be a ground-mounted, monument-style sign.
- J. Such signs shall be subject to the design standards of the PUD or Gateway Corridor Overlay District, if within such district.

District	Design Limitations for Project Directory Signs			
	Max. Size	Max. Height	Max. Number	
TA				
R-1				
R-2				
R-3				
R-4				
C-1	80 square feet	10 feet	One (1) per main entrance but not more than two (2)	
C-2	80 square feet	10 feet	One (1) per main entrance but not more than two (2)	
C-3	80 square feet	10 feet	One (1) per main entrance but not more than two (2)	
MU-CC	80 square feet	10 feet	One (1) per main entrance but not more than two (2);	
I-1				
I-2				
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	

6. Other Permitted Signs

Canopy
Identification
Projecting
Real Estate
Nameplate
Temporary (see Section 7.03.02)
Window

Subdivision (Ordinance No. 873, 10-15-02)

Construction (Ordinance No. 873, 10-15-02)

Signs shall be permitted in the various districts at the listed square footage and heights according to the following schedule:

Sign Type	Zoning District	FW	TA	R-1	R-2	R-3	R-4	C-1	C-2	C-3	MU-CC	I-1	I-2	PUD
<i>Identification</i>														
Max. Size (Square Ft.)	-	2 ¹												
Max. Height (Ft.)	-	NA												
Number Allowed per building	-	1	1	1	1	1	1	1	1	1	1	1	1	1
<i>Real Estate</i>														
Max. Size (Square Ft.)	-	32	6	6	6	6	32	32	32	32	32	32	32	6
Max. Height (Ft.)	-	6	-	-	-	-	6	6	6	6	6	6	6	-
Number Allowed per lot	-	2	1	1	1	1	2 ¹	1						
<i>Subdivision</i>														
Max. Size (Square Ft.)	-	32	32	32	32	32	32	32	50	32	32	32	32	32
Max. Lot Coverage (Sq. Ft.)	-	2,500 ^d												
Max. Height (Ft.)	-	10	10	10	10	10	10	10	15	10	10	10	10	10

<u>Number Allowed per lot</u>	-	2 ⁴	2 ⁵	2 ⁵	2 ⁵	2 ⁵	2 ⁵	2 ⁵	2 ⁵				
<u>Construction</u>	-												
Max. Size (Square Ft.)	-	32	32	32	32	32	32	32	32	32	32	32	32
Max. Height (Ft.)	-	8	8	8	8	8	8	8	8	8	8	8	8
Number Allowed per lot	-	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶
<u>Canopy</u>	-												
Max. Size	-	25% ²	-	-	-	-	25% ²						
Max. Height (Ft.)	-	NA	-	-	-	-	NA						
Number Allowed per building	-	1	-	-	-	-	1	1	1	1	1	1	1
<u>Window</u>	-												
Max. Size	-	25% ³	-	-	-	-	25% ³						
Max. Height (Ft.)	-	NA	-	-	-	-	NA						
Number Allowed per building/ storefront	-	2	-	-	-	-	2	2	2	2	2	2	2
<u>Projecting</u>	-												
Max. Size (Square Ft.)	-	12	12	12	12	12	12	12	12	12	12	12	12
Max. Height (Ft.)	-	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Number Allowed per building	-	1	1	1	1	1	1	1	1	1	1	1	1
<u>Nameplate</u>	-												
Max. Size (Square Ft.)	-	2	2	2	2	2	2	2	2	2	2	2	2
Max. Height (Ft.)	-	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Number Allowed per building	-	1	1	1	1	1	1	1	1	1	1	1	1

-: not permitted

NA: Not Applicable

(Ordinance No. 873, 10-15-02) (Ordinance No. 897, 2-04-03) (Ordinance No. 951, 3-15-05)

1: Maximum letter height is equal to 12 inches

2: percentage of total Canopy area

3: percentage of total window area

4: When constructed as a landscaping element on an outlet or plat lot

5: Per Entrance

6: Maximum number equal to four (4) when every sign equals the maximum size, no maximum number when using six (6) square foot signs

7: On corner lots or lots one (1) acre or greater, otherwise one (1) per lot (Ordinance No. 897, 2-04-03)

Note: All signs shall have a Vertical Clearance of nine (9) feet above any sidewalk, private drive, or parking.

All signs shall have a Vertical Clearance of twelve (12) feet above any Public Street.

7. Sign type, District Permitted

A. Signs shall be permitted in the various districts according to the following schedule:

<u>Zoning District</u>	<u>FW</u>	<u>TA</u>	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>R-4</u>	<u>C-1</u>	<u>C-2</u>	<u>C-3</u>	<u>MU-CC</u>	<u>I-1</u>	<u>I-2</u>	<u>PUD</u>
<u>Sign Type</u>													
<u>Building Marker</u>	-	+	+	+	+	+	+	+	+	-	+	+	+
<u>Identification</u>	-	+	+	+	+	+	+	+	+	+	+	+	+
<u>Temporary</u>	-	+	+	+	+	+	+	+	+	-	+	+	+
<u>Construction</u>	-	+	+	+	+	+	+	+	+	+	+	+	+
<u>Real Estate</u>	-	+	+	+	+	+	+	+	+	+	+	+	+
<u>Incidental</u>	-	+	+	+	+	+	+	+	+	+	+	+	+
<u>Subdivision</u>	-	+	+	+	+	+	+	+	+	-	+	+	+
<u>Wall</u>	-	+	-	-	-	-	+	+	+	-	+	+	C
<u>Canopy</u>	-	+	-	-	-	-	C	C	C	-	+	+	C
<u>Window</u>	-	+	C	C	C	C	+	+	+	-	+	+	C
<u>Projecting</u>	-	+	C	C	C	C	+	+	+	-	+	+	+
<u>Name Plate</u>	-	C	+	+	+	+	+	+	+	-	+	+	+
<u>Monument</u>	-	C	C	C	C	C	+	+	+	-	+	+	C
<u>Billboard</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Pole</u>	-	-	-	-	-	-	-	-	-	-	-	-	-

+: permitted -: not permitted C: Conditional Use

(Ordinance No. 873, 10-15-02)

8. Special Signage Conditions

The following special conditions apply to stand-alone ATM's, Coffee Kiosks and other Kiosks.

A. Stand-alone ATM's may have the following:

- One (1) wall sign on each exterior wall provided each wall sign does not exceed ten (10) percent of the applicable exterior wall and the total shall not exceed forty (40) square feet in size.
- Where a canopy is integrated into the ATM, a canopy sign may be placed on each face of the ATM, provided the overall height of the canopy and sign do not exceed twenty-four (24) inches. In addition, the overall size of all canopy signs shall not exceed forty (40) square feet.
- Directional signage shall be contained on the ATM, painted within a drive lane or in any curbing defining a drive lane.
- All signs are subject to the required permitting process of this Ordinance.
- Said signage may be incorporated with lighting plan and backlit in order to provide for greater security on the premises.

- B. Coffee Kiosks and other Kiosks may have the following:
- One (1) wall sign on each exterior wall not used for drive-up service, provided each wall sign does not exceed ten (10) percent of the applicable exterior wall and the total shall not exceed forty (40) square feet in size.
 - Where a canopy is integrated into the Coffee Kiosks / Kiosks, a canopy sign may be placed on each face of the Coffee Kiosk / Kiosks, provided the overall height of the canopy and sign do not exceed twenty-four (24) inches. In addition, the overall size of all canopy signs shall not exceed forty (40) square feet.
 - Directional signage shall be contained on the Coffee Kiosk /Kiosk, painted within a drive lane or in any curbing defining a drive lane
 - Window signs limited to menu boards and daily specials shall not require a sign permit.
 - All signs are subject to the required permitting process of this Ordinance, unless otherwise noted.

SECTION 9. Amendment of Section 7.17. Section 7.17 of Ordinance No. 848, as previously amended, is hereby amended to read as follows:

7.17.01 Intent:

The intent of the landscaping requirements are to improve the appearance of lot areas and soften paved areas and buildings; to provide a buffer between differing land uses; to minimize the adverse effect of uses from one another; to minimize the effect of heat, noise and glare; to conserve the value of property and neighborhoods within the community; and to enhance the physical environment within the City of La Vista by ensuring that yards, open spaces, parking lots and those areas abutting public rights-of-way are designed, installed and maintained in accordance with the provisions of this section.

Property development shall consider and respect land capabilities and constraints, minimize erosion and destruction of natural amenities and provide a buffer between differing land uses.

7.17.02 Application and Scope:

The provisions of the section shall apply to all new construction and development including, but not limited to, structures, dwellings, buildings, parking lots, residential subdivisions, office parks, shopping centers, and redevelopment for which either a building or zoning permit approval is required, except the following:

- 7.17.02.01 Agricultural buildings, structures and uses.
- 7.17.02.02 Replacement of lawfully existing structures or uses.
- 7.17.02.03 Additions, remodeling or enlargements of existing uses or structures provided that the enlargement of surface parking is more than 4,000 square feet shall not be accepted. Where such enlargement is less than 4,000 square feet, the provisions of this section shall apply only to that portion of the lot or site where the enlargement occurs.
- 7.17.02.04 Where there is more than one lot or site being developed together as one unit with common property lines, the entire site shall be treated as one lot or site for the purpose of conforming to the requirements of this section.
 - 1. When a lot or site with more than one ownership has been partially developed at the time of the adoption of this section. The application of the requirements of this section shall be determined by the City.

7.17.03 Landscaping Requirements:

Landscaping shall be required and provided as follows:

- 7.17.03.01 Single-family and two-family dwellings shall provide and maintain a minimum of thirty percent (30%) of lot area as a permeable and uncovered surface that contains living material. Single-family and two-family dwellings shall be exempt from all other requirements of this section. The MU-CC District shall be exempt from all requirements of this section.

7.17.03.02 Street Frontage:

A landscaped area having a minimum depth of fifteen feet (15') from the property line shall be provided along the street frontage of all lots or sites including both street frontage of corner lots.

- 1. The required landscaped area fifteen feet (15') may be reduced to ten feet (10') if an equal amount of square feet of landscaped area, exclusive of required side and rear yard landscaped areas, is provided elsewhere on the site.
- 2. Exclusive of driveways and sidewalks not more than twenty five percent (25%) of the surface of the landscaped area shall have inorganic materials such as brick, stone, concrete, asphalt, aggregate, metal or artificial turf.
- 3. A minimum of one (1) tree shall be planted for every forty lineal feet (40') or fraction thereof.

7.17.03.03 Side Yard:

A landscaped area having a minimum depth of ten feet (10') from the property line shall be provided along the side yard abutting any Residential District.

- 1. Exclusive of driveways and sidewalks, not more than ten percent (10%) of the surface of the landscaped area shall be inorganic materials such as brick, stone, concrete, asphalt, aggregate, metal or artificial turf. If the slope of ground

- within the landscape area exceeds 2:1, not more than fifty percent (50%) of the surface shall be inorganic material.
2. Landscaping shall include a hedge screen or a random or informal screen of plant materials substantially blocking the views and attaining a minimum height of six feet (6') within four (4) years. A landscaped earth berm not exceeding six feet (6') in height may be used in combination with the plant materials.
 3. A six foot (6') solid wood and/or masonry fence or wall, may be used in lieu of or in combination with the plant materials required in section 7.17.03.03 (1), provided that such fence is at least five feet (5') from the property line.
- 7.17.03.04 Rear Yard:**
A landscaped area having a minimum depth of ten feet (10') from the property line shall be provided along the rear yard abutting any Residential District or Transitional Agriculture District.
1. The landscape requirements for the rear yard shall be the same as for the side yard described in section 7.17.03.03.
- 7.17.03.05 Off-Site Parking Lots:**
Parking lots not located on the property where the use served is located, shall conform to this section provided that a parking lot with an area of four thousand (4,000) square feet or less shall be exempt from the requirements of this section.
- 7.17.03.06 Parking Area Interior Landscaping:**
Off-street parking lots, as defined in 7.17.03.05, and other vehicular use areas shall have at least ten (10) square feet of interior landscaping for each parking space excluding those spaces abutting a perimeter for which landscaping is required by other sections of this Ordinance, and excluding all parking spaces which are directly served by an aisle abutting and running parallel to such perimeter.
- The front of a vehicle may encroach upon any interior landscaped area when said area is at least four (4) feet in depth per abutting parking space and protected by curbing. Two (2) feet of said landscaped area may be part of the required depth of each abutting parking space. No more than two (2) drive aisles shall be placed parallel to one another without an intervening planter aisle of at least four (4) feet in width; eight (8) feet is required if parking spaces overlap the curbs of the aisle.
- 7.17.03.07 Perimeter Landscaping:**
All commercial office and industrial developments, buildings, or additions thereto shall provide perimeter landscaping to include a minimum of one (1) tree for each forty (40) lineal feet of street frontage or fraction thereof. Such landscaped area shall consist of sufficient area for the species of tree to be planted. Other perimeter landscaping shall require approval of the City.
- 7.17.03.08 Plant Materials:**
Landscape living plant materials shall consist of trees, shrubs, ground covers, vines, grasses, flowers, and any other plants.
1. The plant nomenclature shall conform with the recommendations and requirements of the "American Standard for Nursery Stock", as amended, published by the American Association of Nurserymen, Inc.
 2. Size. The minimum size of plant materials to be installed shall be as follows:
 - A. Deciduous trees having a mature height of twenty feet (20') or less shall have a minimum caliper of one and one-fourth inches (1-1/4").
 - B. Deciduous trees having a mature height of more than twenty feet (20') shall have a minimum caliper of one and one-half inches (1-1/2").
 - C. Evergreen (conifer) trees shall have a minimum height of three feet (3').
 - D. Deciduous shrubs shall have a minimum height of eighteen inches (18").
 - E. Evergreen shrubs shall have a minimum spread of eighteen inches (18").
- 7.17.03.09 Planting Schedule:**
The plant materials shall be installed prior to the issuance of the certificate of occupancy. If, because of seasonal reasons, the landscaping cannot be installed, a surety satisfactory to the City of La Vista equal to the contract cost shall be submitted to the City. The City shall release the surety when the plant materials have been installed. If the plant materials have not been installed within twelve (12) months of the effective date of the certificate of occupancy, the City may install the required landscaping.
- 7.17.03.10 Required Plans:**
Upon application of a building permit, a landscape-planting plan shall be submitted to the City of La Vista for review and approval.
1. Three copies of the plan shall be submitted.

2. The plan shall include, but not be limited to, the following:
 - A. Property lines and other physical features necessary to show the proposed installation of plants.
 - B. The location and spacing of plant materials.
 - C. The scientific name, common name, plant size, quantity and planting method.
 - D. The plan shall have a scale of not more than one-inch (1") equals one hundred feet (100').
 - E. When necessary, existing and proposed contours shall be provided.

7.17.04 Screening Requirements

- 7.17.04.01 All parking areas or vehicular use areas abutting a residential district or public right-of-way shall be screened from grade level to a height not less than three (3) feet.
- 7.17.04.02 All commercial and industrial uses that abut residential or office districts shall provide screening not less than six (6) feet in height along the abutting property line(s).
- 7.17.04.03 Screening required by this section shall be equivalent to the following:
 1. Solid fences or walls as approved by the City on the final development plan.
 2. Hedges, shrubs, or evergreen trees of thirty-six (36) inches in height at planting spaced appropriately to provide a solid screen within three (3) years after planting.
 3. Berms of not less than three (3) feet in height and that provide a maximum slope of 3:1 for easy maintenance. Such berms may be used in conjunction with plantings to achieve the solid visual screen as described in 7.17.04.03 (1) above.
 4. All projects except one-and-two family dwellings shall include a detailed drawing on the landscape plan indicating the method of enclosure and screening to be used on trash dumpsters. All dumpsters or trash bins shall maintain a solid six (6) foot enclosure around each unit. Said enclosure shall be of complementary materials.
 5. All plant material used for screening shall meet the standards in section 7.17.03.08.
- 7.17.04.04 The MU-CC District shall be exempt from all requirements of this section.

7.17.05 Installation and Maintenance of Landscaping and Screening:

- 7.17.05.01 **Installation:**
All landscaping shall be installed in a sound workmanship like manner and according to accepted good planting procedures. Landscaped areas shall require protection from vehicular encroachment. The Building Inspector shall inspect all landscaping and no certificates of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein provided. Temporary occupancy permits may be issued due to weather related conditions upon approval by the Building Inspector.

- 7.17.05.02 **Maintenance:**
The owner, developer, tenant and/or their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a healthy condition by necessary and appropriate measures. When replacement is necessary all plants and other non-living landscape materials shall be equal in size, density and appearance, at maturity, to those items requiring replacement when feasible. Underground sprinkler systems are encouraged to serve all landscaped areas except individual one and two family dwellings unless an equivalent watering system is approved by the Building Inspector.

All required screening and fencing shall be maintained and, whenever necessary, replaced with materials that provide equivalent size, density, and appearance. All landscaping and screening shall be kept free from refuse and debris so as to present a healthy, neat and orderly appearance. Turf grass shall be maintained on all areas not covered by other landscaping, parking, drives, buildings, or similar structures. Existing yards shall be maintained with grass or other approved ground cover.

7.17.06 Preliminary Plan Approval

A landscape plan indicating both proposed and existing landscaping and screening shall be submitted, with the preliminary plat, PUD, or preliminary site plan for development, for review and recommendation by City Staff. Said Plan shall be in sufficient detail to provide the City with a reasonable understanding of what is being proposed. Site calculations used in computing quantities shall also be submitted which are proposed to be used to satisfy the required amounts of landscaping.

7.17.07 Final Plan Approval

A detail listing of all plant materials to be used, quantities, size, and spacing shall be submitted to the City on separate sheets for review and recommendation and approval by the City Staff along with a planting schedule at final development plan submission.

7.17.08 Parking Lot Plan Approval

A final site development plan shall be submitted to the Building Inspector with the necessary landscaping and screening required herein for each of the following types of parking lot improvements:

- 7.17.08.01 New construction.

- 7.17.08.02 Expansion of existing facilities.
- 7.17.08.03 Maintenance of existing facilities where an overlay is proposed at which time the landscaping and screening shall be required. Modifications to the required parking lot landscaping and screening may be granted by the Planning Commission after review of submitted plans and in consideration of surrounding uses.
- 7.17.08.04 No parking lot shall be exempted from these regulations; unless previously exempted.

SECTION 10. Repeal of Sections 2.02, 2.14, 2.16, 5.01, 5.15, 7.01.05, and 7.17 as Previously Enacted. Sections 2.02, 2.14, 2.16, 5.01, 5.15, 7.01.05 and 7.17 of Ordinance No. 848 as previously enacted or amended is hereby repealed.

SECTION 11. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 12. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 13. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 17TH DAY OF MAY 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

\\Lvdefp01\Users\Administration\BRENDA\My Documents\COUNCIL\ORDINANCE\Amend Zoning Ordinance - Mixed Use - City Centre District Amendments.Docx

Section 2.02 – Definitions: A

ABANDONMENT shall mean to cease or discontinue a use or activity without intent to resume as distinguished from short term interruptions such as during periods of remodeling, maintenance, or normal periods of vacation or seasonal closure.

ABUT, ABUTTING shall mean to border on, being contiguous with or have property or district lines in common, including property separated by an alley.

ACCESS OR ACCESS WAY shall mean the place, means, or way by which pedestrians and vehicles shall have safe, adequate and usable ingress and egress to a property or use as required by this Regulation.

ACCESSORY BUILDING (see Building, accessory)

ACCESSORY STRUCTURE shall mean a detached subordinate structure located on the same lot with the principal structure, the use of which is incidental and accessory to that of the principal structure.

ACCESSORY USE shall mean a use incidental, related, appropriate and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of the subject lot or affect other properties in the district.

ADJACENT shall mean near, close, or abutting; for example, an Industrial District across the street or highway from a Residential District shall be considered as "Adjacent".

ADULT BOOKSTORE shall mean any premises from which minors are excluded and in which the retail sale of books, magazines, newspapers, movie films, devices, slides, or other photographic or written reproductions is conducted as a principal use of the premises, if such services are distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas." *(Ordinance No. 1083, 2-17-09)*

ADULT COMPANIONSHIP ESTABLISHMENT shall mean an establishment which provides the service of engaging in or listening to conversation, talk or discussion between an employee of the establishment and a customer, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

ADULT ENTERTAINMENT ESTABLISHMENT shall mean any business which offers its patrons services or entertainment characterized by an emphasis on matter depicting, exposing, describing, discussing or relating to "specified sexual activities" or "specified anatomical areas," including, but without limitation, adult bookstores, adult motion picture theaters, adult saunas, adult companionship establishments, adult health clubs, adult cabarets, adult novelty businesses, adult motion picture arcades, adult modeling studios, adult hotel or motel, adult internet industries, and adult massage parlor / health club. *(Ordinance No. 1083, 2-17-09)*

ADULT HOTEL OR MOTEL shall mean a hotel or motel from which minors are specifically excluded from patronage and wherein material is presented which is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas."

ADULT INTERNET INDUSTRIES shall mean any business within an enclosed building or outdoors that is producing materials for distribution on the Internet, including live video streaming, tape delayed video broadcasts, live simulcasting, still photographs, audio broadcasts, animated video or hard copy, wherein material is presented which is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas." Said uses are intended for viewing by other parties while on-line and for a specified charge. *(Ordinance No. 891, 2-04-03); (Ordinance No. 1083, 2-17-09)*

ADULT MASSAGE PARLOR, HEALTH CLUB shall mean a massage parlor or health club, which restricts minors by reason of age, and which provides the services of massage, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

ADULT MINI-MOTION PICTURE THEATER shall mean a business premises within an enclosed building with a capacity for less than 50 persons used for presenting visual-media material if such business as a prevailing practice excludes minors by virtue of age, or if said material is distinguished or characterized by an emphasis on the depiction or description of "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADULT MOTION PICTURE ARCADE shall mean any place to which the public is permitted or invited wherein coin or slug-operated or electronically, electrically or mechanically controlled still or motor picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing "specified sexual activities" or "specified anatomical areas."

ADULT MOTION PICTURE THEATERS shall mean a business premises within an enclosed building with a capacity of 50 or more persons used for presenting visual media material if said business as a prevailing practice excludes minors by virtue of age, or if said material is distinguished or characterized by an emphasis on the depiction of description of "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADULT NOVELTY BUSINESS shall mean a business which has as a principal activity of the sale of devices which simulate human genitals or devices which are designed for sexual stimulation.

ADULT SAUNA shall mean a sauna which excludes minors by reason of age, or which provides a steam bath or heat bathing room used for the purpose of bathing, relaxation, or reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent, if the service provided by the sauna is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

ADVERTISING STRUCTURE shall mean any notice or advertisement, pictorial or otherwise, and all such structures used as an outdoor display, regardless of size and shape, for the purposes of making anything known, the origin or place of sale of which is not on the property with such Advertising Structure.

AGRICULTURAL AND FARM BUILDINGS AND STRUCTURES shall mean any building or structure which is necessary or incidental to the normal conduct of a farm including but not limited to residence of the operator, residence of hired men, barns, buildings and sheds for housing livestock, poultry and farm machinery, buildings for the storage or shelter of grain, hay and other crops, silos, windmills and water storage tanks.

AGRICULTURE shall mean the use of land for agricultural purposes, of obtaining a profit by raising, harvesting, and selling crops or by the feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products, or any other agricultural or horticultural use. Agricultural use shall not be construed to include any parcel of land of less than twenty acres or any non-agricultural commercial or industrial development.

AIRPORT shall mean any area which is used or is intended to be used for the taking off and landing of aircraft, including helicopters, and any appurtenant areas which are used or are intended to be used for airport buildings or facilities, including open spaces, taxiways, and tie-down areas.

ALLEY shall mean a minor public service street or public thoroughfare 20 feet or less in width, through a block of lots primarily for vehicular service access to the rear or side of properties otherwise abutting on another street. Buildings facing an alley shall not be construed as satisfying the requirements of this regulation related to frontage on a dedicated street.

ALTERATION shall mean any change, addition or modification in construction or occupancy of an existing structure.

AMENDMENT shall mean a change in the wording, context, or substance of this Regulation, an addition or deletion or a change in the district boundaries or classifications upon the zoning map.

AMUSEMENT ARCADE shall mean a building or a part of a building where five or more pinball machines, video games, or other similar player-orientated amusement devices are available and are maintained for use.

ANIMAL HOSPITAL (see Hospital, animal)

ANIMAL SPECIALTY SERVICES shall refer to establishments primarily engaged in pet grooming, clipping, bathing, daycare, training courses, obedience classes, and similar services. Does not include veterinary services, but may include overnight boarding of animals, excluding exotic animals and farm animals such as horses, cattle, goats, sheep and poultry. (*Ordinance No. 1251, 6-16-15*)

ANTENNA shall mean any attached or external system of wires, poles, rods, reflecting disks or similar devices used for the transmission or reception of electromagnetic waves. (Also, see Satellite Dish Antenna.)

ANTIQUE STORE shall mean a place offering primarily antiques for sale. An antique for the purpose of this ordinance shall be a work of art, piece of furniture, decorative object, or the like, belonging to the past, at least 30 years old. (*Ordinance No. 1083, 2-17-09*)

APARTMENT shall mean a room or a suite of rooms within an apartment house or multiple family dwelling arranged, intended or designed for a place of residence of a single family or group of individuals living together. (Also, see Dwelling Unit)

APPAREL SHOP shall mean retail stores where clothing is sold, such as department stores, shoe stores, and dress, hosiery, and millinery shops. (*Ordinance No. 1083, 2-17-09*)

APPLIANCE STORE shall refer to retail shops selling equipment used for domestic functions. A store may include heavy appliances such as refrigerators, washers, dryers, ovens, dishwashers, or other similar domestic equipment. The store may also include smaller appliances such as televisions, computers, radios, microwaves, and other similar domestic equipment. (*Ordinance No. 1083, 2-17-09*)

APPEARANCE shall mean the outward aspect visible to the public.

APPROPRIATE shall mean the sympathetic, or fitting, to the context of the site and the whole community.

APPURTENANCES shall mean the visible, functional objects accessory to and part of buildings.

ARCHITECTURAL CANOPY SIGN (see Sign, architectural canopy)

ARCHITECTURAL CHARACTER (see Architectural Concept)

ARCHITECTURAL CONCEPT shall mean the basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development. (*Ordinance No. 1083, 2-17-09*)

ARCHITECTURAL FEATURE shall mean a prominent or significant part or element of a building, structure, or site. Architectural features may include special lines, massing, and/or texture.

LINES shall mean visual elements of the building, either within the façade or on the building edge, which are in a linear form either horizontally or vertically and may be composed of masonry, glass, or other related materials.

MASS shall pertain to the volume or bulk of a building or structure.

TEXTURE shall mean the quality of a surface, ranging from mirror finish, smooth, to coarse and unfinished.

ARCHITECTURAL STYLE shall mean the characteristic form and detail, as of buildings of a particular historic period.

ART GALLERY shall mean an establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This clarification does not include libraries, museums, or non-commercial art galleries. (*Ordinance No. 1083, 2-17-09*)

ARTIST LIVE-WORK SPACE shall mean dwelling unit that is also used for work purposes, provided that the 'work' component is restricted to the uses of artist's workshop, studio, or other similar uses and is located on the street level and constructed as separate units under a condominium regime or as a single unit. The 'live' component may be located on the street level (behind the work component) or any other level of the building. Live-work unit is distinguished from a home occupation otherwise defined by this ordinance in that the work use is not required to be incidental to the dwelling unit, non-resident employees may be present on the premises and customers may be served on site.

ASSISTED LIVING FACILITIES shall mean a type of long-term care facility for elderly or disabled people needing assistance with daily activities such as eating, bathing, dressing, laundry, housekeeping, and medicating. These facilities typically have a central cafeteria and nursing staff on call.

ATTACHED shall mean attached to real estate in such a way as to require dismantling, cutting away, unbolting from a permanent foundation or structural change in such structure in order to relocate it to another site. (Ordinance No. 1083, 2-17-09)

AUCTION SALES shall mean a building or structure or lands used for the storage of goods, materials or livestock which are to be sold on the premises by public auction and for the sale of the said goods, materials or livestock by public auction and on an occasional basis. Auction sales also includes motor vehicle wholesale sales, including trailers, trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. (Ordinance No. 891, 2-04-03)

AUTOMATED TELLER MACHINE (ATM) shall mean an automated device that performs banking or financial functions at a location remote from the controlling financial institution. (Ordinance No. 1083, 2-17-09)

AUTOMOBILE SALES shall mean the storage and display for sale or lease of more than two motor vehicles or any type of trailer (provided the trailer is unoccupied) at any one time and/or a total of ten or more sold or leased during the course of a calendar year, and where repair or body work is incidental to the operation of the new or used vehicle sales or leasing. Automobile sales includes all motor vehicle retail sales and leases including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. (Also, see Auction Sales) (Ordinance No. 891, 2-04-03)

AUTOMOTIVE REPAIR SERVICES shall refer to any building, structure, improvements, or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, or similar vehicles including but not limited to body, fender, muffler, or upholstery work; oil change and lubrication; major painting services; collision services; and tire service and sales. (Ordinance No. 1053, 1-15-08)

AUTOMOTIVE SERVICES shall refer to any building, structure, improvements or land used for the general maintenance of automobiles, motorcycles, trucks, trailers or similar vehicles including but not limited to washing, cleaning, and/or detailing; installation of car stereos, accessories, or other light equipment; and minor painting. (Ordinance No. 1053, 1-15-08)

Section 2.14 - Definitions: M

MAIL ORDER SERVICES shall mean an establishment primarily engaged in the retail sale of products by television, telemarketing, internet, catalog, and mail order. Such a use may include warehousing, shipping, and receiving of merchandise intended for retail sale. (Ordinance No. 1083, 2-17-09)

MANUFACTURED HOME A factory-built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles, and which bears a label certifying that it was built in compliance with standards promulgated by the United States Department of Housing and Urban Development. (Ordinance No. 1083, 2-17-09)

MANUFACTURED HOME PARK shall mean a parcel of land under single ownership that has been planned and improved for the placement of manufactured housing used or to be used for dwelling purposes and where manufactured home spaces are not offered for sale or sold. The term "manufactured home park" does not include sales lots on which new or used manufactured homes are parked for the purposes of storage, inspection, or sale.

MANUFACTURED HOME SUBDIVISION shall mean any area, piece, parcel, tract or plot of ground subdivided and used or intended to be used for the purpose of selling lots for occupancy by manufactured homes.

MANUFACTURING shall mean uses primarily engaged in the mechanical or chemical transformation of materials or substances into new products. These uses are usually described as plants, factories, or mills and characteristically use power driven machines and materials handling equipment. Uses engaged in assembling component parts of manufactured products are also considered manufacturing if the new product is neither a structure nor other fixed improvement. Also included is the blending of material such as lubricating oils, plastics, resins, or liquors. Manufacturing production is usually carried on for the wholesale market, for interplant transfer, or to order for industrial users, rather than for direct sale to the domestic consumer.

MANUFACTURING, ARTISAN (LIMITED) shall mean the manufacture and production of commercial goods by a manual worker or craftsperson, such as jewelry, metalwork, cabinetry, stained glass, textiles, ceramics, or handmade food products. Artisan Manufacturing and Production does not include any activity that causes noise, odor, or vibration to be detectable on a neighboring property.

MANUFACTURING, LIGHT shall mean an establishment engaged in the indoor manufacturing, assembly, fabrication, packaging or other industrial processing of finished parts or products, primarily from previously prepared materials, or the indoor provision of industrial services, where there are few external effects across property lines. This term includes but is not limited to a business engaged in the processing, fabrication, assembly, treatment, or packaging of food, textile, leather, wood, paper, chemical, plastic, or metal products, but does not include basic industrial processing from raw materials. (Ordinance No. 1053, 1-15-08)

MAP, OFFICIAL ZONING DISTRICT shall mean a map delineating the boundaries of zoning districts which, along with the zoning text, is officially adopted by the La Vista City Council.

MASTER FEE SCHEDULE shall mean a fee schedule maintained by the City of La Vista and passed, and amended periodically, which establishes the required fees to be collected for specific Planning, Zoning, Subdivision, and Building Inspection activities.

MECHANICAL EQUIPMENT shall mean equipment, devices, and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning, and similar purposes.

MEDICAL / DENTAL OFFICES / CLINICS shall mean a building or portion of a building containing offices and facilities for providing medical, dental, and psychiatric services for outpatients only. (Ordinance No. 1083, 2-17-09)

MEETING HALL shall mean a building designed for public assembly. (Ordinance No. 1083, 2-17-09)

MICROBREWERY (see Brew Pub) (Ordinance No. 1083, 2-17-09)

MINI-STORAGE OR MINI-WAREHOUSE (See Self-Service Storage Facility)

MISCELLANEOUS REPAIR SERVICES shall include electrical repair shops; watch, clock and jewelry repair shops; and re-upholstery and furniture repair. (See also Standard Industrial Classification (SIC) Major Group 76, published by the U.S. Department of Labor) (Ordinance No. 1053, 1-15-08)

MISCELLANEOUS STRUCTURES shall mean structures, other than buildings, visible from public ways. Examples are: memorials, antennas, water tanks and towers, sheds, shelters, fences, and walls, kennels, transformers, drive-up facilities. (Ordinance No. 1083, 2-17-09)

MIXED USE shall mean properties where various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design.

MOBILE HOME (See Dwelling, Mobile Home)

MOBILE HOME PARK (See Manufactured Home Park)

MOBILE HOME SUBDIVISION (See Manufactured Home Subdivision)

MORTUARY shall mean an establishment in which the deceased are prepared for burial or cremation. The facility may include funeral services and spaces for informal gatherings or display of funeral equipment. This classification excludes cemeteries. (*Ordinance No. 1083, 2-17-09*)

MOTEL (See Hotel)

MOTOR VEHICLE shall mean every self-propelled vehicle, not operated upon rails, except mopeds and self-propelled invalid chairs. (*Ordinance No. 891, 2-04-03*)

Section 2.16 - Definitions: O

OFFICE shall mean a building or a portion of a building wherein services are performed involving, primarily, administrative, professional, or clerical operations.

OFFICE PARK shall mean a development which contains two or more separate office buildings, accessory and supporting uses, and open space all designed, planned, constructed, and maintained on a coordinated basis. (*Ordinance No. 1083, 2-17-09*)

OPEN AIR FARMERS' MARKET shall mean a site where outdoor stalls, booths, tables and/or the like are used by one or more vendors for the display and/or sale of locally produced fruits, vegetables, plants, flowers, plant products, and/or animal products such as eggs, milk, butter, cheese and honey. A farmers' market shall not include the display and/or sale of animals.

OPEN SPACE shall mean a parcel or parcels of land, together with the improvements thereon, primarily set aside for recreational use and enjoyment, exclusive of land areas used for streets, alleys, roads, driveways, parking areas, structures, and buildings.

OPEN SPACE, COMMON shall mean a separate and distinct area set aside as open space within or related to a development, and not on individually owned lots or dedicated for public use, but which is designed and intended for the common use or enjoyment of the residents of the development. Rights-of-way, private streets, driveways, parking lots or other surfaces designed or intended for vehicular use or required yards shall not be included as common open space.

OUTLOT shall mean a lot remnant or parcel of land left over after platting, which is intended as open space or other use, for which no building permit shall be issued on any private structures.

OUTDOOR STORAGE shall mean the storage of any material for a period greater than 72 hours not in an enclosed building, including items for sale, lease, processing, and repair (including motor vehicles). (*Ordinance No. 1083, 2-17-09*)

OVERLAY DISTRICT shall mean a district in which additional requirements act in conjunction with the underlying zoning district. The underlying zoning district designation does not change. (*Ordinance No. 1083, 2-17-09*)

OWNER shall mean one (1) or more persons, including corporations, who have title to the property, building or structure in question.

ARTICLE 5: ZONING DISTRICTS

5.01	Districts; Uses
5.02	Districts; Boundaries
5.03	District Boundaries; Interpretation
5.04	Districts; Classification of Districts upon Annexation and Conformance with Land Use Plan
5.05	District (TA); Transitional Agricultural
5.06	District (R-1); Single-Family Residential
5.07	District (R-2); Two-Family Residential
5.08	District (R-3); High Density Residential
5.09	District (R-4); Condominium Residential
5.10	District (C-1); Shopping Center District
5.11	District (C-2); General Commercial
5.12	District (C-3); Highway Commercial / Office Park District
5.13	District (I-1); Light Industrial
5.14	District (I-2); Heavy Industrial
5.15	District (PUD-1); Planned Unit Development
5.16	District (R-M); Mobile Home Residential
5.17	District (GWAY); Gateway Corridor (overlay)
5.18	District (FF/FW); Flood Plain (overlay)
5.19	<u>District (MU-CC); Mixed Use – City Centre</u>

Section 5.01 Districts; Use. For the purpose of this Ordinance, the Municipality is hereby divided into ~~fourteen~~
~~fifteen (1415)~~ districts, designated as follows:

(TA)	Transitional Agricultural
(R-1)	Single-Family Residential
(R-2)	Two-Family Residential
(R-3)	High Density Residential
(R-4)	Condominium Residential
(C-1)	General Commercial District
(C-2)	Shopping Center Commercial
(C-3)	Highway Commercial / Office Park District
(I-1)	Light Industrial
(I-2)	Heavy Industrial
(PUD-1)	Planned Unit Development
(R-M)	Mobile Home Residential
(GWAY)	Gateway Corridor Overlay
(FF/FW)	Flood Plain (overlay)
<u>(MU-CC)</u>	<u>Mixed Use – City Centre</u>

Section 5.15 PUD PLANNED UNIT DEVELOPMENT DISTRICT (Overlay District)

5.15.01 Intent: The intent of the PUD District is to encourage creative design in buildings, open space, and their inter-relationship while protecting the health, safety, and general welfare of existing and future residents of surrounding neighborhoods.

The PUD District is an overlay zone. Although the specific conditions within this district are predetermined, the location of a proposed district must be carefully reviewed to assure that these conditions can be met. A specific PUD site plan shall be submitted by each applicant for "PUD" zoning in accordance with the provisions and conditions that follow.

5.15.02 Recommendation, findings of fact and development sizes

The planning commission, in its minutes, shall set forth its reasons for recommendation of approval or denial of the application for a PUD District, along with specific evidence and facts showing that the proposal meets or does not meet the following conditions.

- 5.15.02.01 Said planned unit development shall be in general conformity with the provisions of the La Vista Comprehensive Plan.
- 5.15.02.02 Said planned unit development shall not have a substantially adverse effect on the development of the neighboring area.
- 5.15.02.03 The minimum size allowed for a PUD District shall be 3 acres.
- 5.15.02.04 Permitted uses, lot sizes, height limits, bulk, density, parking, and setback requirements may be varied so as to promote an efficient and creative PUD District.

5.15.03 Use regulations.

~~In the PUD District no building, structure, land, or premises shall be used, and no building shall be erected, constructed, or altered, except for mixed-use development or any use permitted in R-1 through R-4 Districts inclusive and C-1 through C-3 Districts, and I-1 and I-2 Districts.~~ All uses in the underlying zoning district may be permitted or conditionally permitted, unless certain uses are limited by City Council. Additionally, other uses (outside the underlying zoning district) may be allowed by City Council to promote mixed-use development.

5.15.04 Standards and conditions for development.

A planned unit development shall be consistent with the following general standards for use of land, and the use, type, bulk, and location of buildings, the density or intensity of use, open space, and public facilities.

- 5.15.04.01 The applicant shall submit a schedule of construction. The proposed construction shall begin within a period of twelve (12) months following the approval of the application by the City Council. A minimum of fifty (50) percent of the total planned construction shown on the final plan shall be completed within a period of five (5) years following such approval or the PUD plan shall expire. The period of time established for the completion of the development may be modified from time to time by the City Council upon review and recommendation by the Planning Commission upon the showing of good cause by the developer.
- 5.15.04.02 The developer shall provide and record easements and covenants, shall make such other arrangements, and shall furnish such performance bonds, escrow deposit, or other financial guarantees for public improvements as may be determined by the City Council to be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion.
- 5.15.04.03 The site shall be accessible from public roads and/or private roads that are adequate to carry the traffic that will be imposed upon them by the proposed development. The streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development.
- 5.15.04.04 The development shall not impose an undue burden on public services and facilities, such as fire and police protection.

- 5.15.04.05 The entire tract or parcel of land to be occupied by the planned unit development shall be held in single ownership or control, or if there are two (2) or more owners, the application for such planned unit development shall be filed jointly by all owners.
- 5.15.04.06 The location and arrangement of structures, parking areas, walks, lighting, and appurtenant facilities shall be compatible with the surrounding land uses, and any part of a planned unit development not used for structures, parking and loading areas, or access ways shall be landscaped or left as common open space.
- 5.15.04.07 Adequate parking shall be provided for each building and use as per the regulations of the underlying zoning district. Planned Unit Development (PUD) plans may reduce the minimum parking requirements, in Section 7.06, if parking is shared by more than one land use or business.
- 5.15.04.08 PUD Districts shall abide by Section 7.17 (Landscaping Requirements) of this ordinance to ensure suitable screening between developments is maintained.
- 5.15.04.09 Except for the MU-CC district, All residential, commercial, and industrial buildings shall set back not less than twenty-five (25) feet from the right-of-way of any street and ten (10) feet from any district boundary lines that do not abut a street right-of-way. PUD's within the MU-CC district will shall abide by the setbacks of that district. Additional setback from a heavily traveled thoroughfare may be required, when found reasonable by the Planning Commission and City Council for the protection of health, safety, and general welfare.
- 5.15.04.10 Except for the MU-CC district, bBuilding coverage shall not exceed the following percentages of the net developable area of each individual parcel of the total development for each type of planned unit development:
 Residential, forty (40) percent maximum.
 Commercial, sixty (60) percent maximum. (*Ordinance No. 882, 11-19-02*)
 Industrial, sixty-five (65) percent maximum. (*Ordinance No. 882, 11-19-02*)
Mixed-use Uses within the MU-CC District, no requirement.
Except for the MU-CC district, aA minimum of thirty (30) percent of the net area of that part of a planned unit development reserved for residential use shall be provided for open space as defined by these regulations under Section 5.15.04.16 below. Common open space for the leisure and recreation shall be maintained, through a homeowner's association or other approved entity. (*Ordinance No. 950, 3-1-05*) Open space as defined under this zoning district shall mean land area of the site not covered by buildings, parking, structures, or accessory structures, except recreational structures. Common open space as defined under this zoning district shall mean open space which is accessible and available to all occupants or their guests.
- 5.15.04.11 The PUD District shall include such provisions for the ownership and maintenance of the common open spaces as are reasonably necessary to insure its continuity, care, conservation, and maintenance, and to insure that remedial measures will be available to the City Council if the common open space is permitted to deteriorate, or is not maintained in a condition consistent with the best interests of the planned unit development or of the entire community.
- 5.15.04.12 No single family residential lot shall have direct access onto an arterial street.
- 5.15.04.13 All commercial areas must have access via a collector or arterial street; however, no individual commercial use may have direct access onto collector or arterial streets, unless the access is shared among more than one lot or building.
- 5.15.04.14 Sidewalks shall be built to City specifications along all public and private streets; however, an alternative pedestrian and sidewalk plan may be required which provides pedestrian access between each building or use in the planned unit development.
- 5.15.04.15 When a developer intends to design a new concept development, the Planning Commission and City Council may grant lesser front, side, and rear yard setbacks, including zero (0) lot line setbacks.
- 5.15.04.16 Architectural design and style are not restricted; however architectural style should be consistent throughout the PUD District. See Gateway Corridor District Design Guideline Booklet for examples of developments considered meeting this concept. Evaluation of the

- appearance of a project shall be based on the quality of its design and relationship to surroundings.
- 5.15.04.18 Building materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.
- 5.15.04.19 All building within the PUD District shall use harmonious colors and shall use only compatible accents.
- 5.15.04.20 Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting of individual buildings may be used to prevent a monotonous appearance.
- 5.15.04.21** Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be directed downward and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas (i.e. Dark Sky compliant.)

5.15.04.215.15.04.22 Developments within the MU-CC District are exempt from Sections 5.15.04.17 through 5.15.04.21 of this ordinance.

5.15.05 Application for approval of PUD plan.

- 5.15.05.01 An application for a PUD shall be handled in the same manner prescribed for amending this Ordinance. The same requirements for notice, advertisement of public hearing, protests, and adoption shall be required as zoning changes.
- 5.15.05.02 The applicant shall prepare the PUD plan for review and approval by the planning commission. Said PUD plan shall include a site plan showing:
1. Contours at intervals of two (2) feet or spot elevations on a one hundred (100) foot grid shall be required on flat land;
 2. Location, size, height, and use of all proposed structures in conformance with the yard requirements;
 3. All points of ingress and egress, driveways, circulation aisles, parking lots, parking spaces, and service areas;
 4. All pedestrian sidewalks and walkways for internal circulation among buildings within the PUD as well as existing and proposed perimeter sidewalks.
 5. All streets adjoining subject property and the width of the existing right-of-way;
 6. Areas set aside for public and private open space with the type of recreational facilities planned for each;
 7. Designation of individual parcels if the proposed development is to be set up in separate construction phases;
 8. Designation of individual lots if such lots are proposed to be sold to individual owners;
 9. Location of required screening;
 10. Location of natural features such as ponds, tree clusters, and drainageways;
 11. Existing development on adjacent properties within two hundred (200) feet.
- 5.15.05.03 The above-described site plan shall also include a section designated as "general provisions," and said section shall include the following when said items are applicable:
1. Net area in square feet or acres. (Note: Net area does not include land dedicated or necessary to be dedicated for public street right-of-way. If more than one parcel is proposed, designate net area by parcel as well as total net area.)
 2. Density of dwelling units per acre of the total dwelling units for the entire plan.
 3. Building coverage of the net area of the planned unit development by individual parcel or total development.
 4. The percentage of the development plan provided for common open space as defined by this regulation.

- 5. If more than one parcel is proposed, a statement relating to the sequence of development shall be included.
- 6. Required number of off-street parking spaces.
- 7. Gross floor area proposed for commercial buildings.

- 5.15.05.04 A statement or adequate drawings shall be included describing the manner for the disposition of sanitary waste and storm water.
- 5.15.05.05 The full legal description of the parcels of the property or properties shall be included in the planned unit development.
- 5.15.05.06 A vicinity map, shall be included, showing the general arrangement of streets within an area of one thousand (1,000) feet from the boundaries of the proposed planned unit development.
- 5.15.05.07 A rendering or drawing of the general characteristics of the proposed buildings shall be submitted.
- 5.15.05.08 When a planned unit development includes provisions for common space, or recreational facilities, a statement describing the provision that is to be made for the care and maintenance for such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed articles of incorporation and bylaws of such entity shall be submitted.
- 5.15.05.09 Copies of any restrictive covenants that are to be recorded with respect to property included in the planned development district.
- 5.15.05.10 The Planning Commission shall hold a Public Hearing on the PUD after the PUD has been reviewed by City of La Vista staff after giving notice as required by Statute for hearings.
- 5.15.05.11 Said public hearing may be adjourned from time to time and, within a reasonable period of time after the conclusion of said public hearing, the Planning Commission shall prepare and transmit to the City Council and the applicant specific findings of fact with respect to the extent which the PUD plan complies with those regulations, together with its recommendations in respect to the action to be taken on the PUD.
- 5.15.05.12 The City Council may or may not approve the PUD plan.
- 5.15.05.13 Substantial or significant changes in the PUD shall only be made after rehearing and re-approval.
- 5.15.05.14 After approval of a plan by the City Council, the applicant may apply for a building permit. The building permit shall include the same information as the plan.
- 5.15.05.15 The Planning Department shall review the building permit for compliance with the approved plan.
- 5.15.05.16 In the event that the building permit submitted contains substantial changes from the approved development plan, the applicant shall resubmit the original plan. This development plan shall be modified in the same manner prescribed in this division as for original approval.

5.15.06 Enforcement

The approved PUD site plan is binding and shall be a restriction on development which runs with the land. Any unauthorized deviation therefrom shall be punishable and enforceable as a violation of this title.

5.15.09 Amendments.

The PUD District ordinance or an approved PUD plan may be amended in the same manner prescribed in this section for approval of a PUD plan. Application for amendment may be made by the homeowner's association or fifty-one (51) percent of the owners of the property within the PUD District.

5.15.11 Fees.

For the following applications the indicated fee shall be paid to the City:

1. PUD; as set in the Master Fee Schedule.

The fee does not include any Preliminary and Final Plat Fees required by the City of La Vista. (*Ordinance No. 882, 11-19-02*)

SECTION 5.19 is a new section to the zoning ordinance.

Section 5.19 MU-CC Mixed Use City Centre District

5.19.01 Intent: The intent of the Mixed Use Town Centre District (MU-CC) is to:

1. Accommodate mixed use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units and office uses above the ground floor;
2. Buildings can be solely residential provided they are designed in a building-forward environment, with buildings at the street edge or having only shallow front setbacks.
3. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets; and
4. Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction.

5.19.02 Permitted Uses:

Uses are allowed in “MU-CC” zoning districts in accordance with the use table of this section.

Uses Allowed in the MU-CC Zoning District

Use Category (Specific Use Type)	MU-CC District
Residential:	
Artist Live/Work Space located above the ground floor	P
Artist Live/Work Space, ground floor	P
Bed & breakfasts	P
Townhouses/condominiums	P
Multi-Family, above ground floor	P
Multi-Family, ground floor	C
Senior living: nursing care, rehab facility & assisted living facility	C
Public and Civic:	
Meeting hall	C
Museum	P
Publicly owned and operated facilities	P
Public services	P
Recreation areas/parks (public)	P
Social club/fraternal organizations	C
Parking Structures or Lots	P
Commercial:	
Antique store	P
Apparel shop	P
Art gallery	P
Attorneys	P
Automated Teller Machines	C
Bakery shop (retail)	P
Banks	P
Barber and beauty shop	P

Bicycle shop	P
Book store, not including uses defined in Adult Establishment.	P
Brew pubs	P
Brew-on premises store	P
Business or trade school	C
Business services	P
Camera store	P
Charitable organizations	C
Child care (center)	P
Coffee kiosks	P
Communication services	C
Computer store	P
Confectionery	P
Credit services	P
Dairy product sales	P
Dance studio	P
Dental office	P
Department store	P
Drug store	P
Dry cleaning & laundry pickup	P
Event center	C
Exercise, fitness & tanning spa	P
Finance/investment services	P
Fireworks stands	T
Floral shop	P
Food sales (general)	P
Food sales (limited)	P
Furniture store or showroom	P
Gift shop	P
Gunsmith	C
Hardware store	P
Health club or recreation facility, not including uses defined in Adult Establishment.	C
Hobby, craft store	P
Home occupations	C
Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.	P
Insurance	P
Jewelry store	P
Liquor store	P
Locksmith	P

Mail order services	C
Meat market, retail	C
Medical office	P
Micro-breweries, connected to restaurant	P
Music retail store	P
Music studio	P
Newsstands	P
Office	P
Open-air farmers markets	P
Outdoor display of merchandise	P
Paint store	P
Pet health services	P
Pet shop	C
Photographer	P
Picture framing shop	P
Pinball or video games business	C
Produce stands	P
Real estate offices	P
Recreational establishments	C
Restaurants, café, and fast food	P
Second hand stores	C
Security brokers	P
Shoe store	P
Sporting goods	P
Stamp and coin stores	P
Tailors and dressmakers	P
Tanning salon	P
Tavern and cocktail lounge, not including uses defined in Adult Establishment.	P
Theater, indoor, not including uses defined in Adult Establishment.	P
Title abstracting	P
Toy store	P
Travel agencies	P
Video store, not including uses defined in Adult Establishment.	P

Industrial:

Manufacturing: Artisan (Limited) C
(hand tools only: e.g., jewelry or ceramics)

Other:

Temporary structures (events) T

P = permitted by right; C = conditional use; T = temporary

5.19.03 Permitted Accessory Uses

- 5.19.03.01 Buildings and uses customarily incidental to the permitted uses.
- 5.19.03.02 Urban residential storage as an accessory to a primary residential use.
- 5.19.03.03 Parking as permitted in Section 7.05 through 7.09.
- 5.19.03.04 Signs allowed in Section 7.01 through 7.04.
- 5.19.03.05 Landscaping as required by Section 7.17.

5.19.04 Setbacks

- 1. The entire building façade must abut front and street side property lines or be located within 10 feet of such property lines.
- 2. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:
 - a. There shall be a minimum rear setback of twenty (25) feet the full width of the lot;
- 3. No interior side setbacks are required in the MU-CC district, except when MU-CC zoned property abuts R-zoned property, in which case the minimum side setback required in the MU-CC district shall be the same as required for a residential use on the abutting residentially-zoned lot.

5.19.05 Building Height

The maximum building height shall be 90 feet.

5.19.06 Off-Street Parking

- 1. No off-street parking is required in the MU-CC district.
- 2. If off-street parking is utilized, it shall comply with Sections 7.08-7.09 of this ordinance.
- 3. All parking spaces shall be paved with asphalt, concrete or other approved hard surface.
- 4. The use of shared parking is encouraged.
- 5. Off-street parking spaces should be located to the rear of the main façade of the principal building or otherwise screened to satisfy the screening requirements of the district design standards.

5.19.10 Circulation and Connectivity

Uses shall be integrated with the surrounding community, easily accessible, and have a good internal circulation system for a variety of travel options.

- 1. Internal walk connections are required between buildings, and from buildings to all on site facilities, such as parking areas, bicycle facilities, and open space.
- 2. External walk connections are required to provide direct access from all buildings on the site to existing or planned sidewalks, adjacent multi-use trails, parks, and greenways.

7.01.05 Permitted Signs and Limitations

1. *Ground Monument*

- A. Monument signs shall be located along the frontage of the zoned lot. All signs shall be of permanent construction and are subject to the provisions of local codes and ordinances. On corner lots, the monument sign may be placed on either frontage.
- B. All ground monument signs shall be located on the same lot as the advertised use.
- C. Signs shall contain only the name or trademark of the business, building or complex which it identifies.
- D. With the exception of change panels permitted for gas stations to advertise gasoline prices, no change panels, advertising or names of individual tenants will be allowed.
- E. Setbacks for all ground monument signs are ten (10) feet, no setbacks are required in the MU-CC District.
- F. The following criteria apply to Ground Monument signs:

District	Design Limitations for Ground Monuments		
	Max. Size	Max. Height	Max. Number
TA	50 square feet	10 feet	One (1) per lot frontage.
R-1	32 square feet	10 feet	One (1) per lot frontage.
R-2	32 square feet	10 feet	One (1) per lot frontage.
R-3	32 square feet	10 feet	One (1) per lot frontage.
R-4	32 square feet	10 feet	One (1) per lot frontage.
C-1	32 square feet	10 feet	One (1) per lot frontage.
C-2	32 square feet	10 feet	One (1) per lot frontage.
C-3	50 square feet	10 feet	Two (2) per lot frontage
MU-CC	32 square feet	10 feet	One (1) per lot frontage.
I-1	32 square feet	10 feet	One (1) per lot frontage.
I-2	32 square feet	10 feet	One (1) per lot frontage.
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

2. *Center Identification Signs*

- A. All Center Identification signs shall be a ground monument style sign.
- B. *A maximum of two Center Identification signs per development shall be allowed. No two signs shall be allowed closer than five-hundred (500) feet to each other on the same side of the street, measured along the edge of the street.*
- C. All Center Identification signs shall be constructed in a manner that is permanent.
- D. Acceptable materials include:
 - Exterior Insulation Finish System (EIFS)
 - Brick
 - Split face Concrete Masonry Units
 - Stone
 - Metal
 - Simulated Acrylic, or
 - Other materials provided said design is reflective of the character of the use.
- E. All Center Identification signs shall advertise only the name of the development *and/or major tenants*, unless in compliance with Subsection F below.
- F. Setbacks for all Center Identification Signs shall be twenty (20) feet along a street designated as an arterial or collector and ten (10) feet along any street designated as a local, minor or private street.
- G. Change panels and/ or changeable copy may be allowed provided:
 - Signs shall only include business names *or logos*
 - Fonts shall be similar to that of the development name
 - Said panels and / or copy match in color and material to the overall sign.
- H. *Electronic Message Boards shall only be allowed as part of a Center Identification Sign, provided the following:*
 - *No more than one-half of the permitted sign area shall be used for changeable copy or electronic message board signs.*
 - *The board may be double-faced.*

- *Each board shall be permanently installed or located.*
- *Electronic messages shall not be animated or flash continuously (blinking) in any manner.*
- *Electronic message boards must use automatic level controls to reduce light levels at night and under cloudy and other darkened conditions, in accordance with the standards set forth in this sub-section. All electronic message boards must have installed ambient light monitors, and must at all times allow such monitors to automatically adjust the brightness level of the electronic sign based on ambient light conditions. Maximum brightness levels for electronic message boards may not exceed 5000 nits when measured from the signs face at its maximum brightness, during daylight hours, and 500 nits when measured from the signs face at its maximum brightness between sunset and sunrise, as those times are determined by the National Weather Service.*
- *The message cannot change copy at intervals of less than one (1) minute. Changes of message image must be instantaneous as seen by the human eye and may not use fading, rolling, window shading, dissolving, or similar effects as part of the change.*

I. The following criteria apply to Center Identification signs:

District	Design Limitations for Center Identification Signs		
	Max. Size	Max. Height	Max. Number
TA			
R-1			
R-2			
R-3			
R-4			
C-1	100 square feet	20 feet	One (1) per main entrance but not more than two (2) per street frontage of the development
C-2	100 square feet	20 feet	One (1) per main entrance but not more than two (2) per street frontage of the development
C-3	150 square feet	24 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
<u>MU-CC</u>	<u>150 square feet</u>	<u>24 feet</u>	<u>One (1) per main entrance but not more than two (2) per street frontage of the development</u>
I-1	100 square feet	20 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
I-2	100 square feet	20 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

(Ordinance No. 883, 11-19-02) (Ordinance No. 896, 2-04-03) (Ordinance No. 1145, 5-17-11)

3. **Wall Signs**

- A. All wall signs shall be mounted to the primary face of the use, *unless otherwise substituted by the Building Official. (Ordinance No. 988, 4-18-06)*
 B. The following criteria apply to Wall Signs:

District	Design Limitations for Wall Signs		
	Max. Size	Max. Height	Max. Number
TA	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) per storefront Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
R-1			
R-2			
R-3			
R-4			
C-1	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) per storefront Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
C-2	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) per storefront Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
C-3	2.5 square feet per lineal foot of building / storefront to a Max. of 600 sq. ft.	45 feet above grade	One (1) per main frontage One (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
<i>MU-CC</i>	<i>1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.</i>	<i>45 feet above grade</i>	<i>One (1) per storefront</i> <i>Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.</i>
I-1	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) per main frontage Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
I-2	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) per main frontage Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.
PUD	The maximum allowed within the underlying zoning district, or otherwise prescribed in the approved P.U.D Plan of said lot/development.	The maximum building height allowed in the approved P.U.D Plan of said lot/development.	The maximum allowed within the underlying zoning district, or otherwise prescribed in the approved P.U.D Plan of said lot/development.

(Ordinance No. 988, 4-18-06)

4. **Incidental Signs**

- A. Incidental signs shall be placed in locations along the primary face of the building.
- B. Incidental signs may be placed on a second building face, when the building has dual frontage.
- C. The following criteria apply to Incidental Signs:

District	Design Limitations for Incidental Signs		
	Max. Size	Max. Height	Max. Number
TA	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
R-1			
R-2			
R-3			
R-4			
C-1	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
C-2	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
C-3	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
MU-CC	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
I-1	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
I-2	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

5. **Project Directory Signs (Ordinance No. 1145, 5-17-2011)**

In order to maintain the flow of traffic on arterial and collector roads and to promote vehicular safety, emphasis is made to limit the number of ingress and egress points off of such roads. Project directory signs are intended to direct attention to planned multi-tenant developments which are not easily accessible off of such roads and where on-premise signage for that development (or any tenants within the development) would not otherwise be visible by the motorists traveling on nearby arterial or collector roads at the closest point of access. Provisions are provided to allow project directory signs which identify the name of the particular development and/or the names of their tenants. Such signs would be supplemental to signage otherwise provided for such developments.

Supplemental directional signs may be erected under the following conditions:

- A. Access to the development is restricted. Full ingress and egress to the development off an arterial or collector road is limited by access constraints or non-existent.
- B. Such signs may be placed on or off-premises. All such signs shall be constructed and located, however, so as to be visible by the motorist traveling on the arterial or collector road which intersects with the local road providing access to the development.
- C. Setbacks for all Project Directory Signs shall be twenty (20) feet along a street designated as an arterial or collector and ten (10) feet along any street designated as a local, minor or private street.
- D. A maximum of two project directory signs per development shall be allowed. No two signs shall be allowed closer than five-hundred (500) feet to each other on the same side of the street, measured along the edge of the street.
- E. No such sign shall be allowed further than one-thousand (1,000) feet from any entity advertising on the sign using the closest straight line measurement.
- F. The minimum distance between a sign location and any residential zoning district shall be 50 feet.
- G. The sign may contain the name of the development, names of tenants within the development, directional arrows and distance information. If off-premises, sign shall identify multiple businesses or industries.
- H. The size of each sign shall be a function of the number of tenants within the development. Each eight (8) square feet per principal use within the development, whichever is greater, with a maximum area of eighty (80) square feet.
- I. All such signs shall be a ground-mounted, monument-style sign.

J. Such signs shall be subject to the design standards of the PUD or Gateway Corridor Overlay District, if within such district.

District	Design Limitations for Project Directory Signs		
	Max. Size	Max. Height	Max. Number
TA			
R-1			
R-2			
R-3			
R-4			
C-1	<i>80 square feet</i>	<i>10 feet</i>	<i>One (1) per main entrance but not more than two (2)</i>
C-2	<i>80 square feet</i>	<i>10 feet</i>	<i>One (1) per main entrance but not more than two (2)</i>
C-3	<i>80 square feet</i>	<i>10 feet</i>	<i>One (1) per main entrance but not more than two (2);</i>
MU-CC	<i>80 square feet</i>	<i>10 feet</i>	<i>One (1) per main entrance but not more than two (2);</i>
I-1			
I-2			
PUD	<i>The maximum allowed within the underlying zoning district</i>	<i>The maximum allowed within the underlying zoning district</i>	<i>The maximum allowed within the underlying zoning district</i>

6. **Other Permitted Signs**

Canopy
Identification
Projecting
Real Estate
Nameplate
Temporary (see Section 7.03.02)
Window

Subdivision (Ordinance No. 873, 10-15-02)

Construction (Ordinance No. 873, 10-15-02)

Signs shall be permitted in the various districts at the listed square footage and heights according to the following schedule:

<u>Sign Type</u>	<u>Zoning District</u>	<u>FW</u>	<u>TA</u>	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>R-4</u>	<u>C-1</u>	<u>C-2</u>	<u>C-3</u>	<u>MU-CC</u>	<u>I-1</u>	<u>I-2</u>	<u>PUD</u>
<u>Identification</u>														
Max. Size (Square Ft.)	-	2 ¹												
Max. Height (Ft.)	-	NA												
Number Allowed per building	-	1	1	1	1	1	1	1	1	1	1	1	1	1
<u>Real Estate</u>														
Max. Size (Square Ft.)	-	32	6	6	6	6	32	32	32	32	32	32	32	6
Max. Height (Ft.)	-	6	-	-	-	-	6	6	6	6	6	6	6	-
Number Allowed per lot	-	2	1	1	1	1	2 ⁷	1						
<u>Subdivision</u>														
Max. Size (Square Ft.)	-	32	32	32	32	32	32	32	32	50	32	32	32	32
Max. Lot Coverage (Sq. Ft.)	-	2,500 ⁴												
Max. Height (Ft.)	-	10	10	10	10	10	10	10	10	15	10	10	10	10
Number Allowed per lot	-	2 ⁵												
<u>Construction</u>														
Max. Size (Square Ft.)	-	32	32	32	32	32	32	32	32	32	32	32	32	32
Max. Height (Ft.)	-	8	8	8	8	8	8	8	8	8	8	8	8	8
Number Allowed per lot	-	4 ⁶												
<u>Canopy</u>														
Max. Size	-	25% ²	-	-	-	-	-	25% ²						
Max. Height (Ft.)	-	NA	-	-	-	-	-	NA						
Number Allowed per building	-	1	-	-	-	-	-	1	1	1	1	1	1	1
<u>Window</u>														
Max. Size	-	25% ³	-	-	-	-	-	25% ³						
Max. Height (Ft.)	-	NA	-	-	-	-	-	NA						
Number Allowed per building/ storefront	-	2	-	-	-	-	-	2	2	2	2	2	2	2
<u>Projecting</u>														
Max. Size (Square Ft.)	-	12	12	12	12	12	12	12	12	12	12	12	12	12
Max. Height (Ft.)	-	NA												
Number Allowed per building	-	1	1	1	1	1	1	1	1	1	1	1	1	1
<u>Nameplate</u>														
Max. Size (Square Ft.)	-	2	2	2	2	2	2	-	-	-	-	-	-	2
Max. Height (Ft.)	-	NA	NA	NA	NA	NA	NA	-	-	-	-	-	-	NA
Number Allowed per building	-	1	1	1	1	1	1	-	-	-	-	-	-	1

-: not permitted

NA: Not Applicable

(Ordinance No. 873, 10-15-02) (Ordinance No. 897, 2-04-03) (Ordinance No. 951, 3-15-05)

1: Maximum letter height is equal to 12 inches

2: percentage of total Canopy area

3: percentage of total window area

4: When constructed as a landscaping element on an outlet or plat lot

5: Per Entrance

6: Maximum number equal to four (4) when every sign equals the maximum size, no maximum number when using six (6) square foot signs

7: On corner lots or lots one (1) acre or greater, otherwise one (1) per lot **(Ordinance No. 897, 2-04-03)**

Note: All signs shall have a Vertical Clearance of nine (9) feet above any sidewalk, private drive, or parking.

All signs shall have a Vertical Clearance of twelve (12) feet above any Public Street.

7. Sign type, District Permitted

A. Signs shall be permitted in the various districts according to the following schedule:

<u>Zoning District</u>	<u>FW</u>	<u>TA</u>	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>R-4</u>	<u>C-1</u>	<u>C-2</u>	<u>C-3</u>	<u>MU- CC</u>	<u>I-1</u>	<u>I-2</u>	<u>PUD</u>
Sign Type													
Building Marker	-	+	+	+	+	+	+	+	+	+	+	+	+
Identification	-	+	+	+	+	+	+	+	+	+	+	+	+
Temporary	-	+	+	+	+	+	+	+	+	+	+	+	+
Construction	-	+	+	+	+	+	+	+	+	+	+	+	+
Real Estate	-	+	+	+	+	+	+	+	+	+	+	+	+
Incidental	-	+	+	+	+	+	+	+	+	+	+	+	+
Subdivision	-	+	+	+	+	+	+	+	+	+	+	+	+
Wall	-	+	-	-	-	-	+	+	+	+	+	+	C
Canopy	-	+	-	-	-	-	C	C	C	+	+	+	C
Window	-	+	C	C	C	C	+	+	+	+	+	+	C
Projecting	-	+	C	C	C	C	+	+	+	+	+	+	+
Name Plate	-	C	+	+	+	+	+	+	+	+	+	+	+
Monument	-	C	C	C	C	C	+	+	+	+	+	+	C
Billboard	-	-	-	-	-	-	-	-	-	-	-	-	-
Pole	-	-	-	-	-	-	-	-	-	-	-	-	-

+: permitted -: not permitted C: Conditional Use

(Ordinance No. 873, 10-15-02)

8. Special Signage Conditions

The following special conditions apply to stand-alone ATM's, Coffee Kiosks and other Kiosks.

A. Stand-alone ATM's may have the following:

- One (1) wall sign on each exterior wall provided each wall sign does not exceed ten (10) percent of the applicable exterior wall and the total shall not exceed forty (40) square feet in size.
- Where a canopy is integrated into the ATM, a canopy sign may be placed on each face of the ATM, provided the overall height of the canopy and sign do not exceed twenty-four (24) inches. In addition, the overall size of all canopy signs shall not exceed forty (40) square feet.
- Directional signage shall be contained on the ATM, painted within a drive lane or in any curbing defining a drive lane.
- All signs are subject to the required permitting process of this Ordinance.
- Said signage may be incorporated with lighting plan and backlit in order to provide for greater security on the premises.

B. Coffee Kiosks and other Kiosks may have the following:

- One (1) wall sign on each exterior wall not used for drive-up service, provided each wall sign does not exceed ten (10) percent of the applicable exterior wall and the total shall not exceed forty (40) square feet in size.
- Where a canopy is integrated into the Coffee Kiosks / Kiosks, a canopy sign may be placed on each face of the Coffee Kiosk / Kiosks, provided the overall height of the canopy and sign do not exceed twenty-four (24) inches. In addition, the overall size of all canopy signs shall not exceed forty (40) square feet.
- Directional signage shall be contained on the Coffee Kiosk /Kiosk, painted within a drive lane or in any curbing defining a drive lane
- Window signs limited to menu boards and daily specials shall not require a sign permit.

- All signs are subject to the required permitting process of this Ordinance, unless otherwise noted.

Section 7.17 Landscaping Requirements

7.17.01 Intent:

The intent of the landscaping requirements are to improve the appearance of lot areas and soften paved areas and buildings; to provide a buffer between differing land uses; to minimize the adverse effect of uses from one another; to minimize the effect of heat, noise and glare; to conserve the value of property and neighborhoods within the community; and to enhance the physical environment within the City of La Vista by ensuring that yards, open spaces, parking lots and those areas abutting public rights-of-way are designed, installed and maintained in accordance with the provisions of this section.

Property development shall consider and respect land capabilities and constraints, minimize erosion and destruction of natural amenities and provide a buffer between differing land uses.

7.17.02 Application and Scope:

The provisions of the section shall apply to all new construction and development including, but not limited to, structures, dwellings, buildings, parking lots, residential subdivisions, office parks, shopping centers, and redevelopment for which either a building or zoning permit approval is required, except the following:

- 7.17.02.01 Agricultural buildings, structures and uses.
- 7.17.02.02 Replacement of lawfully existing structures or uses.
- 7.17.02.03 Additions, remodeling or enlargements of existing uses or structures provided that the enlargement of surface parking is more than 4,000 square feet shall not be accepted. Where such enlargement is less than 4,000 square feet, the provisions of this section shall apply only to that portion of the lot or site where the enlargement occurs.
- 7.17.02.04 Where there is more than one lot or site being developed together as one unit with common property lines, the entire site shall be treated as one lot or site for the purpose of conforming to the requirements of this section.
 - 1. When a lot or site with more than one ownership has been partially developed at the time of the adoption of this section. The application of the requirements of this section shall be determined by the City.

7.17.03 Landscaping Requirements:

Landscaping shall be required and provided as follows:

- 7.17.03.01 Single-family and two-family dwellings shall provide and maintain a minimum of thirty percent (30%) of lot area as a permeable and uncovered surface that contains living material. Single-family and two-family dwellings shall be exempt from all other requirements of this section. The MU-CC District shall be exempt from all requirements of this section.

7.17.03.02 Street Frontage:

A landscaped area having a minimum depth of fifteen feet (15') from the property line shall be provided along the street frontage of all lots or sites including both street frontage of corner lots.

- 1. The required landscaped area fifteen feet (15') may be reduced to ten feet (10') if an equal amount of square feet of landscaped area, exclusive of required side and rear yard landscaped areas, is provided elsewhere on the site.
- 2. Exclusive of driveways and sidewalks not more than twenty five percent (25%) of the surface of the landscaped area shall have inorganic materials such as brick, stone, concrete, asphalt, aggregate, metal or artificial turf.
- 3. A minimum of one (1) tree shall be planted for every forty lineal feet (40') or fraction thereof.

7.17.03.03 Side Yard:

A landscaped area having a minimum depth of ten feet (10') from the property line shall be provided along the side yard abutting any Residential District.

1. Exclusive of driveways and sidewalks, not more than ten percent (10%) of the surface of the landscaped area shall be inorganic materials such as brick, stone, concrete, asphalt, aggregate, metal or artificial turf. If the slope of ground within the landscape area exceeds 2:1, not more than fifty percent (50%) of the surface shall be inorganic material.
2. Landscaping shall include a hedge screen or a random or informal screen of plant materials substantially blocking the views and attaining a minimum height of six feet (6') within four (4) years. A landscaped earth berm not exceeding six feet (6') in height may be used in combination with the plant materials.
3. A six foot (6') solid wood and/or masonry fence or wall, may be used in lieu of or in combination with the plant materials required in section 7.17.03.03 (1), provided that such fence is at least five feet (5') from the property line.

7.17.03.04

Rear Yard:

A landscaped area having a minimum depth of ten feet (10') from the property line shall be provided along the rear yard abutting any Residential District or Transitional Agriculture District.

1. The landscape requirements for the rear yard shall be the same as for the side yard described in section 7.17.03.03.

7.17.03.05

Off-Site Parking Lots:

Parking lots not located on the property where the use served is located, shall conform to this section provided that a parking lot with an area of four thousand (4,000) square feet or less shall be exempt from the requirements of this section.

7.17.03.06

Parking Area Interior Landscaping:

Off-street parking lots, as defined in 7.17.03.05, and other vehicular use areas shall have at least ten (10) square feet of interior landscaping for each parking space excluding those spaces abutting a perimeter for which landscaping is required by other sections of this Ordinance, and excluding all parking spaces which are directly served by an aisle abutting and running parallel to such perimeter.

The front of a vehicle may encroach upon any interior landscaped area when said area is at least four (4) feet in depth per abutting parking space and protected by curbing. Two (2) feet of said landscaped area may be part of the required depth of each abutting parking space. No more than two (2) drive aisles shall be placed parallel to one another without an intervening planter aisle of at least four (4) feet in width; eight (8) feet is required if parking spaces overlap the curbs of the aisle.

7.17.03.07

Perimeter Landscaping:

All commercial office and industrial developments, buildings, or additions thereto shall provide perimeter landscaping to include a minimum of one (1) tree for each forty (40) lineal feet of street frontage or fraction thereof. Such landscaped area shall consist of sufficient area for the species of tree to be planted. Other perimeter landscaping shall require approval of the City.

7.17.03.08

Plant Materials:

Landscape living plant materials shall consist of trees, shrubs, ground covers, vines, grasses, flowers, and any other plants.

1. The plant nomenclature shall conform with the recommendations and requirements of the "American Standard for Nursery Stock", as amended, published by the American Association of Nurserymen, Inc.
2. Size. The minimum size of plant materials to be installed shall be as follows:
 - A. Deciduous trees having a mature height of twenty feet (20') or less shall have a minimum caliper of one and one-fourth inches (1-1/4").

- B. Deciduous trees having a mature height of more than twenty feet (20') shall have a minimum caliper of one and one-half inches (1-1/2").
- C. Evergreen (conifer) trees shall have a minimum height of three feet (3').
- D. Deciduous shrubs shall have a minimum height of eighteen inches (18").
- E. Evergreen shrubs shall have a minimum spread of eighteen inches (18").

7.17.03.09

Planting Schedule:

The plant materials shall be installed prior to the issuance of the certificate of occupancy. If, because of seasonal reasons, the landscaping cannot be installed, a surety satisfactory to the City of La Vista equal to the contract cost shall be submitted to the City. The City shall release the surety when the plant materials have been installed. If the plant materials have not been installed within twelve (12) months of the effective date of the certificate of occupancy, the City may install the required landscaping.

7.17.03.10

Required Plans:

Upon application of a building permit, a landscape-planting plan shall be submitted to the City of La Vista for review and approval.

- 1. Three copies of the plan shall be submitted.
- 2. The plan shall include, but not be limited to, the following:
 - A. Property lines and other physical features necessary to show the proposed installation of plants.
 - B. The location and spacing of plant materials.
 - C. The scientific name, common name, plant size, quantity and planting method.
 - D. The plan shall have a scale of not more than one-inch (1") equals one hundred feet (100').
 - E. When necessary, existing and proposed contours shall be provided.

7.17.04 Screening Requirements

- 7.17.04.01 All parking areas or vehicular use areas abutting a residential district or public right-of-way shall be screened from grade level to a height not less than three (3) feet.
- 7.17.04.02 All commercial and industrial uses that abut residential or office districts shall provide screening not less than six (6) feet in height along the abutting property line(s).
- 7.17.04.03** Screening required by this section shall be equivalent to the following:
1. Solid fences or walls as approved by the City on the final development plan.
 2. Hedges, shrubs, or evergreen trees of thirty-six (36) inches in height at planting spaced appropriately to provide a solid screen within three (3) years after planting.
 3. Berms of not less than three (3) feet in height and that provide a maximum slope of 3:1 for easy maintenance. Such berms may be used in conjunction with plantings to achieve the solid visual screen as described in 7.17.04.03 (1) above.
 4. All projects except one-and-two family dwellings shall include a detailed drawing on the landscape plan indicating the method of enclosure and screening to be used on trash dumpsters. All dumpsters or trash bins shall maintain a solid six (6) foot enclosure around each unit. Said enclosure shall be of complementary materials.
 5. All plant material used for screening shall meet the standards in section 7.17.03.08.

7.17.04.04 The MU-CC District shall be exempt from all requirements of this section.

7.17.05 Installation and Maintenance of Landscaping and Screening:

7.17.05.01

Installation:

All landscaping shall be installed in a sound workmanship like manner and according to accepted good planting procedures. Landscaped areas shall require protection from vehicular encroachment. The Building Inspector shall inspect all landscaping and no certificates of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein provided. Temporary occupancy permits may be issued due to weather related conditions upon approval by the Building Inspector.

7.17.05.02

Maintenance:

The owner, developer, tenant and/or their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a healthy condition by necessary and appropriate measures. When replacement is necessary all plants and other non-living landscape materials shall be equal in size, density and appearance, at maturity, to those items requiring replacement when feasible. Underground sprinkler systems are encouraged to serve all landscaped areas except individual one and two family dwellings unless an equivalent watering system is approved by the Building Inspector.

All required screening and fencing shall be maintained and, whenever necessary, replaced with materials that provide equivalent size, density, and appearance. All landscaping and screening shall be kept free from refuse and debris so as to present a healthy, neat and orderly appearance. Turf grass shall be maintained on all areas not covered by other landscaping, parking, drives, buildings, or similar structures. Existing yards shall be maintained with grass or other approved ground cover.

7.17.06 Preliminary Plan Approval

A landscape plan indicating both proposed and existing landscaping and screening shall be submitted, with the preliminary plat, PUD, or preliminary site plan for development, for review and recommendation by City Staff. Said Plan shall be in sufficient detail to provide the City with a reasonable understanding of what is being proposed. Site calculations used in computing quantities shall also be submitted which are proposed to be used to satisfy the required amounts of landscaping.

7.17.07 Final Plan Approval

A detail listing of all plant materials to be used, quantities, size, and spacing shall be submitted to the City on separate sheets for review and recommendation and approval by the City Staff along with a planting schedule at final development plan submission.

7.17.08 Parking Lot Plan Approval

A final site development plan shall be submitted to the Building Inspector with the necessary landscaping and screening required herein for each of the following types of parking lot improvements:

- 7.17.08.01 New construction.
- 7.17.08.02 Expansion of existing facilities.
- 7.17.08.03 Maintenance of existing facilities where an overlay is proposed at which time the landscaping and screening shall be required. Modifications to the required parking lot landscaping and screening may be granted by the Planning Commission after review of submitted plans and in consideration of surrounding uses.
- 7.17.08.04 No parking lot shall be exempted from these regulations; unless previously exempted.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – CAUBLE SPORTS LLC LOT 24A, BROOK VALLEY BUSINESS PARK (NE OF 109 TH & SKINNER DRIVE	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution prepared for Council to consider an application for a Conditional Use Permit to locate and operate an indoor recreational facility on Lot 24A, Brook Valley Business Park, generally located northeast of 109th Street and Skinner Drive.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by Jeff Cauble for a Conditional Use Permit to locate and operate an indoor recreation facility on Lot 24A, Brook Valley Business Park. The property is zoned I-2 Heavy Industrial; an indoor recreation facility is listed in the I-2 District as a conditional use. The applicant proposes to operate an indoor cross-training facility in a 5,000 sq. ft. bay of an existing 30,000 sq. ft. building located northeast of 109th Street and Skinner Drive.

A detailed staff report is attached.

The Planning Commission held a public hearing on April 21, 2016, and unanimously recommended approval of the Conditional Use Permit to City Council conditional on the resolution of the issues listed within the Review Comments prior to issuance of a Certificate of Occupancy as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

RESOLUTION NO. 16-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR CAUBLE SPORTS, LLC, TO ALLOW FOR AN INDOOR RECREATIONAL FACILITY ON LOT 24A, BROOK VALLEY BUSINESS PARK.

WHEREAS, Cauble Sports, LLC, on behalf of the property owner, LSREF4 Bison, LLC, has applied for a Conditional Use Permit for to allow for an indoor recreation facility on Lot 24A, Brook Valley Business Park located northeast of 109th Street and Skinner Drive; and

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

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes,

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Cauble Sports, LLC, to allow for an indoor recreation facility on Lot 24A, Brook Valley Business Park.

PASSED AND APPROVED THIS 17th DAY OF MAY, 2016.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2016-CUP-03

FOR HEARING OF: May 17, 2016
Report Prepared on May 4, 2016

I. GENERAL INFORMATION

- A. APPLICANT:** Jeff Cauble, Cauble Sports LLC
- B. PROPERTY OWNER:** LSREF4 Bison, LLC
- C. LOCATION:** 7009 South 109th Street
- D. LEGAL DESCRIPTION:** Lot 24A, Brook Valley Business Park
- E. REQUESTED ACTION(S):** Use of a portion of the building for an indoor recreational facility as conditionally permitted in the I-2 Heavy Industrial district of the La Vista Zoning Ordinance.
- F. EXISTING ZONING AND LAND USE:**
I-2 Heavy Industrial; the property contains one existing building which houses six bays for permitted industrial uses.
- G. PROPOSED USES:** The Conditional Use Permit would allow for indoor recreation, specifically cross-training in an approximately 5,000 sq. ft. bay within a 30,933 sq. ft. building.
- H. SIZE OF SITE:** 2.53 acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The property contains one building which has tenant bays for industrial flex space. Carlson Systems, Berg Helix, and Integrated Life Choices operate in separate bays of the same building.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 1. **North:** Brook Valley Business Park; I-2 Heavy Industrial
 2. **East:** Brook Valley Business Park; I-2 Heavy Industrial
 3. **South:** Brook Valley Business Park; I-2 Heavy Industrial
 4. **West:** Brook Valley Business Park; I-2 Heavy Industrial
- C. RELEVANT CASE HISTORY:** N/A

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for industrial uses.
- B. OTHER PLANS:** N/A
- C. TRAFFIC AND ACCESS:**
 - 1. Access would be from existing drives providing egress / ingress to S. 109th Street and Skinner Drive. Two access points currently exist on the property.
 - 2. After review of the application it was determined that the additional traffic load would have no significant impact on the peak-hour traffic loads as the proposed activities do not include tournaments or other large events. Other conditional use permits for indoor recreation facilities in industrial areas have included large events and we have asked for Traffic Impact Studies in those circumstances, but that is not applicable to this case.
- D. UTILITIES:** All utilities are available to the site.
- E. PARKING REQUIREMENTS:**
 - 1. Parking requirements would follow the minimum needed for a recreational facility. The zoning requirement for recreational facilities is 1 parking space per 4 occupants. The zoning requirement for industrial flex space is 1 parking space per 3,000 square feet of gross floor area (this would apply to the other tenants in the building).

The proposed use will utilize a 5,000 square foot bay. Based on the building code, this space would allow for a maximum of 75 occupants. This equates to a need for 19 parking spaces for the proposed conditional use. The other tenants of the building utilize 25,000 square feet of the remaining space within the facility, creating a need for a minimum of 9 spaces to be reserved for the other tenants.

The applicant has noted an expected peak parking demand of 15 parking spaces within the attached Operational Statement. Although this calculation is less than what is calculated through the zoning regulations, the expected younger pre-driving age clientele, as described within the Operational Statement, would limit the need for additional parking. Regardless of the activity at a youth-oriented indoor recreation facility, a varying percentage of the children are dropped off, to be picked up after the activity has been completed. This reduces the typical parking demand.

A total of 87 parking spaces exist on-site now, which is well in excess of what is required for the current and proposed uses of the bays within the building.

F. LANDSCAPING: N/A

IV. REVIEW COMMENTS:

1. The facility will need to comply with building ingress/egress requirements and restroom requirements for the type of use being proposed.
2. The facility will need to comply with fire code regulations as enforced by the Papillion Fire Marshall. As the occupancy and use type for this bay will change from the previous tenant, the applicant will need to verify whether or not there is fire resistive construction on the adjoining inside wall.

V. STAFF RECOMMENDATION:

Approval of the Conditional Use Permit for Cauble Sports, conditional on the resolution of the issues listed within the Review Comments prior to issuance of a Certificate of Occupancy as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION:

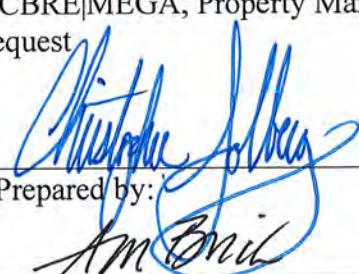
The Planning Commission held a public hearing on April 21, 2016 and unanimously recommended approval of the Conditional Use Permit for Cauble Sports, conditional on the resolution of the issues listed within the Review Comments prior to issuance of a Certificate of Occupancy as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Applicant's Operational Statement
3. Draft CUP

VIII. COPIES OF REPORT TO:

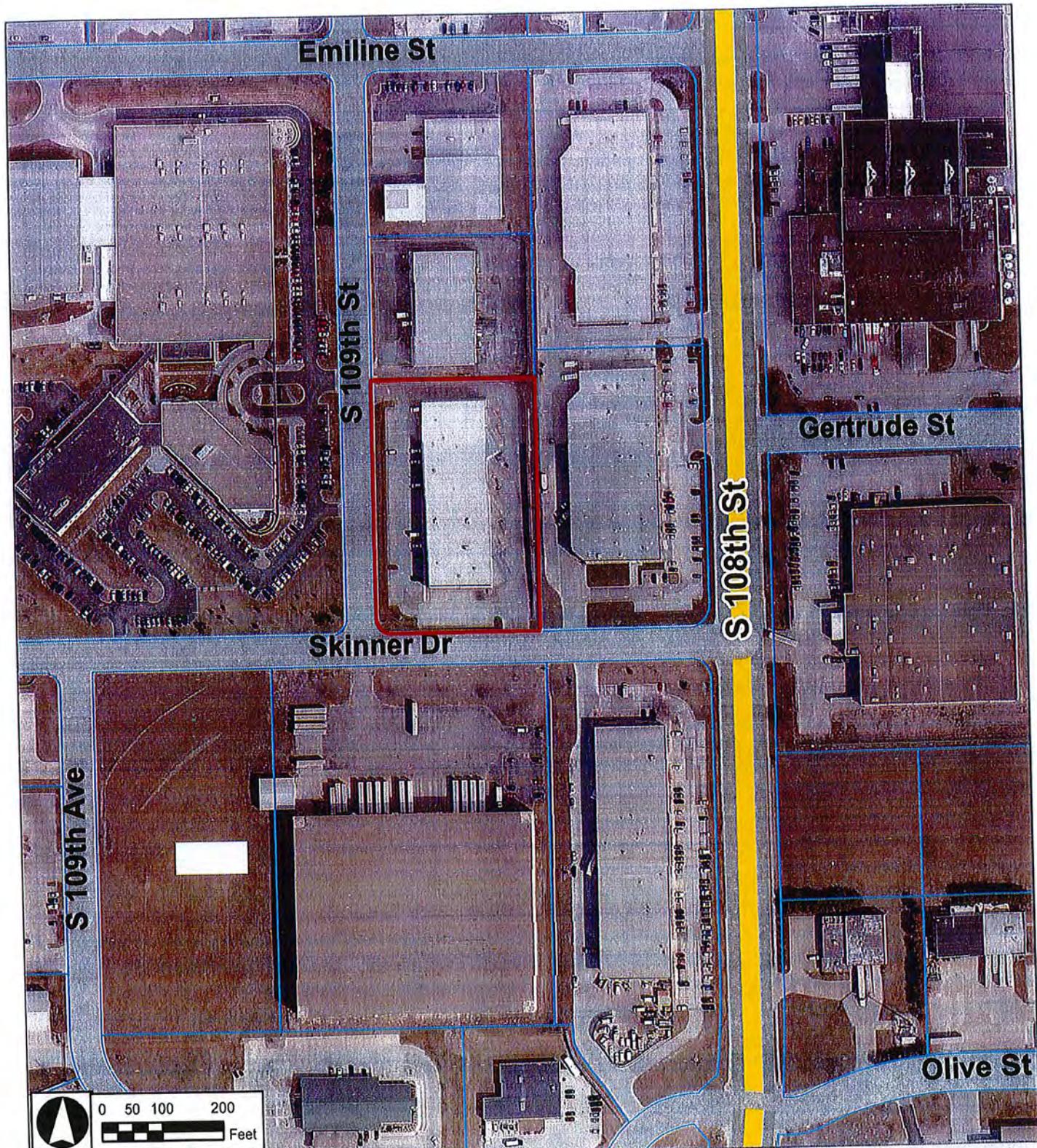
1. Jeff Cauble, Applicant
2. Dale Novacek, CBRE|MEGA, Property Manager
3. Public Upon Request


Prepared by:

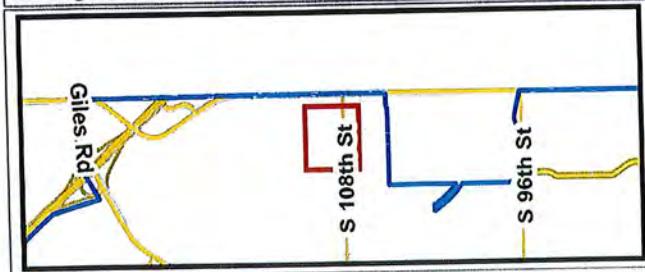

Community Development Director


5-9-16

Date



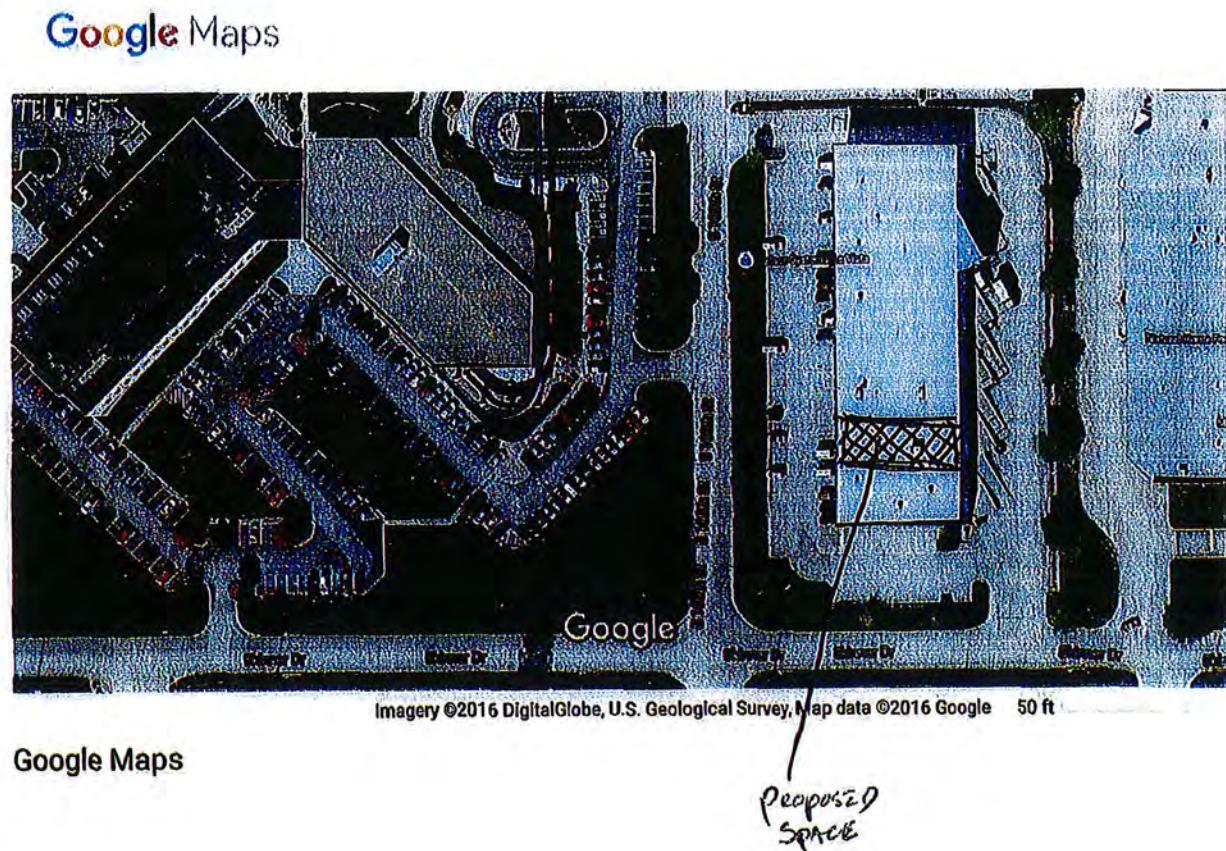
Project Vicinity Map



Cauble Sports CUP

4-13-2016
JMC





Property Detail Report

from maps.sarpy.com



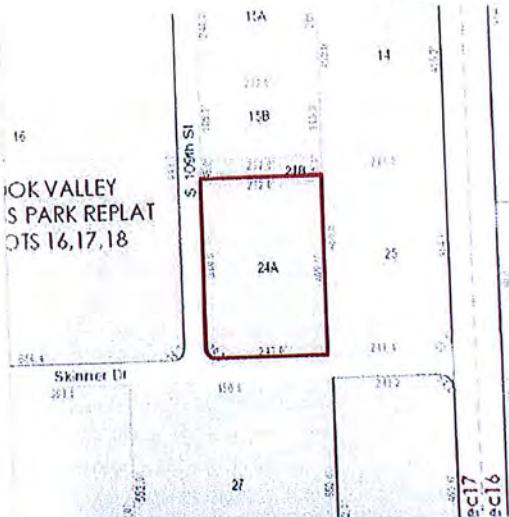
Parcel Information

PIN: 011229039
Property Address: 7001 S 109TH ST

Owner: LSREF4 BISON LLC

C/O:
Mailing Address: 888 SEVENTH AVE 11TH
FLOOR
NEW YO NEW YO, RK
Legal Description: LOT 24A BROOK VALLEY
BUSINESS PARK (2.53 AC)

Approximate Acreage: 2.52387301
Tax District: 27142



Jurisdiction Information

PLSS: NE 1/4 Section 17 T14N R12E
City Limit: La Vista
ETJ: La Vista
Subdivision: BROOK VALLEY
BUSINESS PARK



Zoning Information

Zoning Classification: I-2
Zoning Jurisdiction: La Vista

Flood Zone Information

Drainage Basin: Missouri River
Floodway: X
Flood Zone(s): X

Future Land Use(s): IND

Service Area Information

School District: Papillion-La Vista
Police District: LA VISTA POLICE
Fire District: PAPILLION FIRE
OPPD District: Subdivision 4
MUD District: MUD
Wastewater Agreement Area: LaVista

This report was dynamically assembled from various layers of geographical information, some of which is not maintained by Sarpy County. This report may or may not accurately represent the source parcel completely and correctly and is dependant on where the user clicked on the map to create it. Any reliance on this data is at the sole risk of the user.

Printed on Mar 25, 2016



March 21, 2016

Jeff Cauble
Cauble Sports LLC
5006 S 171st Circle
Omaha, NE 68135

RE: Conditional Use Permit
Cauble Sports

Mr. Cauble:

Thank you for your submittal of the Cauble Sports CUP request to allow for an indoor recreation facility in an existing multi-tenant industrial flex-space building at 7009 S. 109th Street. Based on the elements for consideration set forth in Article 6.05 of the Zoning Ordinance, our staff has reviewed the submittal and has provided the following comments:

1. A comment needs to be included in the Operational Statement that states the maximum number of parking spaces is anticipated to be used during peak periods for the business.
2. The operational statement also needs to identify that all activities will be conducted inside the facility.
3. The facility will need to comply with ingress/egress and restroom requirements for the type of use being proposed.
4. The facility will need to comply with fire code regulations as enforced by the Papillion Fire Marshall. As the occupancy and use type for this bay will change from the previous tenant, applicant will need to verify fire resistive construction on adjoining inside wall.
5. In relation to Article 6.05.10, after review of the application it was determined that the additional traffic load would have no significant impact on the peak-hour traffic loads as the proposed activities do not include tournaments or other large events. Other conditional use permits for indoor recreation facilities in industrial areas have included large events and we have asked for Traffic Impact Studies in those circumstances, but that is not applicable in this case.

Please submit four copies of revised documents by March 28th in order to continue to be considered for the April Planning Commission meeting. If you cannot re-submit by this date, or additional changes are required after the next submittal, the application will be considered for the May Planning Commission meeting.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

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

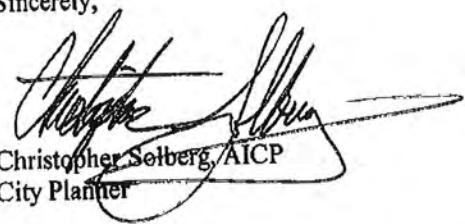
Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

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

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

Should you have any questions please contact me at 331-4343.

Sincerely,



Christopher Selberg, AICP
City Planner

Cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Jeff Sinnett, Chief Building Official

Cauble Sports

Operational Statement:

Cauble Sports LLC is looking to open a personal fitness facility at 7001 S. 109th St in LaVista. This space would be used for small fitness classes (8-12 clients) and children's birthday parties (8-12 kids). This gym will not be the YMCA and the like. We will have limited memberships available, with the Gym time being used for small group classes and parties. All activities will take place inside the premises.

Hours of Operation:

Monday-Friday 2:00pm-9:00pm

Saturday-Sunday 10:00am-5:00pm

*The busiest times for customers will be during the after school and weekend hours with the need for a maximum of 15 parking spaces.

Employees:

We will have approximately 8-10 employees on staff. A maximum of 2 employees on duty during business hours.

**City of La Vista
Conditional Use Permit**

Conditional Use Permit for Indoor Recreational Facility (Training Facility)

This Conditional Use Permit issued this _____ day of _____, 2016, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Cauble Sports, LLC, DBA Cauble Sports ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to locate and operate an indoor recreational facility upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 24A, Brook Valley Business Park located in the NE ¼ Section 17, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska, located at 7009 S. 109th Street (5,000 sq. ft. of the building).

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a indoor recreational facility; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit "B" hereto for an indoor recreational facility, said use hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the Permitted Use:
 - a. The use shall be limited to the type of operation as described in the applicant's Operational Statement (Exhibit "A") and staff report. Any change in the operational characteristics including, but not limited to, the hours of operation and additional services provided, shall require review by the Planning Department and may require an amendment to the Conditional Use Permit, subject to either City Planner or Planning Commission and City Council approval, depending on the nature of the proposed change.
 - b. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as "Exhibit B".
 - c. Hours of operation for said indoor recreational facility will generally be Monday through Friday from 2:00 p.m. – 9:00 p.m.; and Saturday and Sunday from 10:0 a.m. – 5:00 p.m.
 - d. There will be approximately 8-10 staff members on site for the Permitted Use. During peak use, approximately 12 clients will utilize the facility at any one time.
 - e. There shall be no storage, placement or display of goods, supplies or any other material, substance,

container or receptacle outside of the indoor recreational facility, except trash receptacles and those approved in writing by the City.

- f. There shall not be any games, tournaments, or other events that draw a larger spectator crowd than typical training activities.
 - g. Off-street parking shall be provided for the Permitted Use and the number of parking spaces shall be adequate to accommodate the patrons and guests of the Permitted Use without negatively impacting or limiting the number of parking spaces for other existing or future tenants.
 - h. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
 - i. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
 - j. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
 - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
 - c. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
5. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

6. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address: Jeff Cauble
Cauble Sports LLC
5006 S 171st Circle
Omaha, NE 68135
(402) 578-4228

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pamela A. Buethe
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

By: _____

Title: _____

Date: _____

Cauble Sports

EX-1000
EX-1000 A

Operational Statement:

Cauble Sports LLC is looking to open a personal fitness facility at 7001 S. 109th St in LaVista. This space would be used for small fitness classes (8-12 clients) and children's birthday parties (8-12 kids). This gym will not be the YMCA and the like. We will have limited memberships available, with the Gym time being used for small group classes and parties. All activities will take place inside the premises.

Hours of Operation:

Monday-Friday 2:00pm-9:00pm

Saturday-Sunday 10:00am-5:00pm

*The busiest times for customers will be during the after school and weekend hours with the need for a maximum of 15 parking spaces.

Employees:

We will have approximately 8-10 employees on staff. A maximum of 2 employees on duty during business hours.

Google Maps

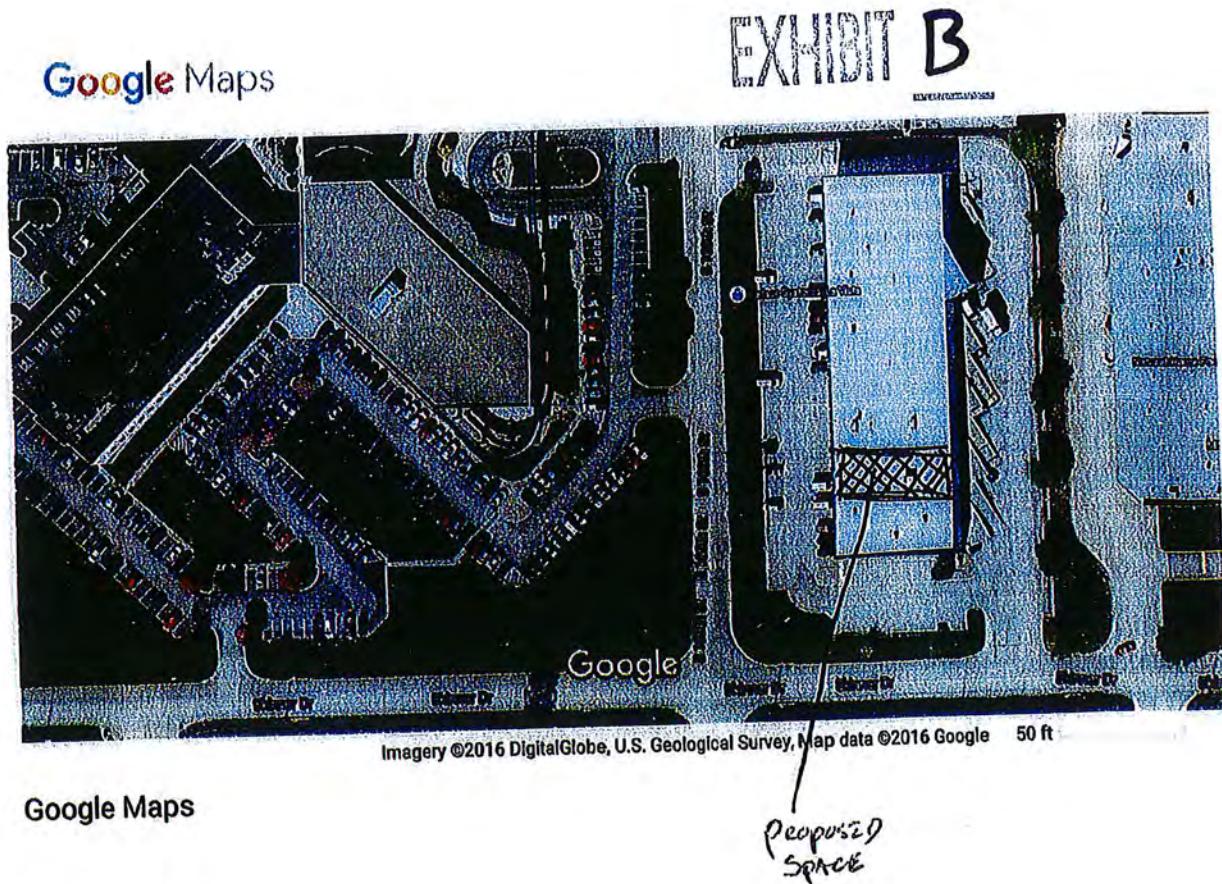


EXHIBIT B

sarpy county
GIS

Property Detail Report

from maps.sarpy.com

Parcel Information

PIN: 011229039
Property Address: 7001 S 109TH ST

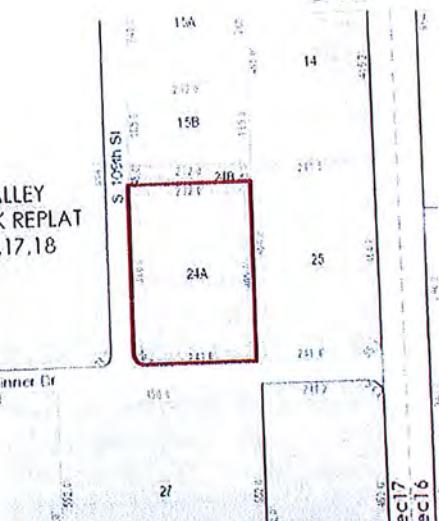
Owner: LSREF4 BISON LLC

C/O:
Mailing Address: 888 SEVENTH AVE 11TH
FLOOR
NEW YO NEW YO, RK
Legal Description: LOT 24A BROOK VALLEY
BUSINESS PARK (2.53 AC)

Approximate Acreage: 2.52387301
Tax District: 27142

Jurisdiction Information

PLSS: NE 1/4 Section 17 T14N R12E
City Limit: La Vista
ETJ: La Vista
Subdivision: BROOK VALLEY
BUSINESS PARK



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT AMENDMENT – CONVENIENCE STORE WITH LIMITED FUEL SALES, LOT 179 SOUTHWIND (CASEY'S)	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled for Council to consider an application by Casey's General Store to amend their Conditional Use Permit in order to construct two building additions and modify the site plan, generally located on the northeast corner of 96th Street and Giles Road.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval subject to correction of existing landscaping noncompliance.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by Casey's General Store to construct two building additions and modify the site plan. In 2014, the CUP was modified to allow Casey's to expand the hours of operation to 24-hours a day. During the review of the application it was discovered that their current landscaping was not in conformance with their existing permit. Staff recommends approval subject to installing the required landscaping.

A detailed staff report is attached.

The Planning Commission held a public hearing on April 21, 2016 and unanimously recommended approval of the Conditional Use Permit to City Council, conditional on the correction of the existing landscaping issues through the building permit process for the building additions, as the CUP amendment request is consistent with the Comprehensive Plan and Zoning Ordinance.

RESOLUTION NO. 16-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AMENDMENT TO THE CONDITIONAL USE PERMIT FOR A CONVENIENCE STORE WITH LIMITED FUEL SALES ON TAX LOT 179, SOUTHWIND, SARPY COUNTY, NEBRASKA.

WHEREAS, Casey's General Store, LLC, has applied for an amendment to the conditional use permit for the convenience store with limited fuel sales in order to construct two building additions and modify the site plan on Tax Lot 179, Southwind, Sarpy County, Nebraska; and

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

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes, subject to the following condition:

1. Correction of the existing landscaping issues through the building permit process for the building additions.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the amendment of the Conditional Use Permit, subject to the satisfaction of the conditions listed in the last recital above.

PASSED AND APPROVED THIS 17th DAY OF MAY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2016-CUP-02

FOR HEARING OF: May 17, 2016

Report Prepared on May 4, 2016

I. GENERAL INFORMATION

- A. APPLICANT:** Casey's General Store
- B. PROPERTY OWNER:** Casey's Retail Company
- C. LOCATION:** 9542 Giles Road
- D. LEGAL DESCRIPTION:** Lot 179 Southwind
- E. REQUESTED ACTION(S):** Amend the Conditional Use Permit to provide for two building additions and modifications to the site plan.
- F. EXISTING ZONING AND LAND USE:**
C-1 Shopping Center Commercial and Gateway Corridor District (Overlay District); the property contains one existing building which houses the convenience store and a canopy over six gas pumps.
- G. PROPOSED USES:** Owner wishes to continue the operation of a convenience store with limited motor fuel sales, while expanding the use by providing for two building additions and modifications to the site plan.
- H. SIZE OF SITE:** 1.10 acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The facility has been developed and maintained in accordance with the existing Conditional Use Permit. However, a site review determined that the existing landscaping is not in conformance with the existing landscaping plan. The existing landscaping will need to come into conformance through the building permit and inspection process.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 1. **North:** WalMart Neighborhood Market; C-1 Shopping Center Commercial and Gateway Corridor District (Overlay District)
 2. **East:** WalMart Neighborhood Market; C-1 Shopping Center Commercial and Gateway Corridor District (Overlay District)

3. **South:** Single Family Residential; R-2 Single Family Residential (Medium Density) - Papillion
 4. **West:** Alegent Health Clinic; C-1 Shopping Center Commercial and Gateway Corridor District (Overlay District)
- C. RELEVANT CASE HISTORY:** The original Special Use Permit was approved on December 18, 2001. An amendment to modify the Special Use Permit to a Conditional Use Permit and expand the hours of operation to 24 hours, was approved on March 18, 2014.

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses.
- B. OTHER PLANS:** N/A
- C. TRAFFIC AND ACCESS:**
 1. Two access points currently exist on the property. One from 96th Street through an easement on the Walmart Neighborhood Market property. The other access is through a right-in/right-out on Giles Road via an easement on the Walmart Neighborhood Market property.
- D. UTILITIES:** All utilities are available to the site.
- E. PARKING REQUIREMENTS:**
 1. The existing parking layout was reviewed at the time of initial development and a site plan depicting the parking was included as an exhibit to the Special Use Permit; the site plan did not change when it was converted to a Conditional Use Permit. The new site plan provides 16 striped parking stalls along the entrance to the convenience store. In addition to the existing 12 stalls alongside the pumps (allowed to count towards the requirement), the total parking spaces provided equals 28. The existing 2,720 square foot structure, combined with the 600 square foot addition, requires 17 parking stalls. The number of stalls provided exceeds the minimum requirements.
- F. LANDSCAPING:**
 1. This original landscaping plan has been modified based on changes to the site plan.

IV. REVIEW COMMENTS:

1. A site review determined that the existing facility is not in conformance with the existing landscaping plan. The existing landscaping will need to

come into conformance through the building permit and inspection process.

V. STAFF RECOMMENDATION:

Approval of the Conditional Use Permit for Casey's General Store, conditional on the correction of the existing landscaping issues through the building permit process for the building additions, as the CUP amendment request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – PUD SITE PLAN:

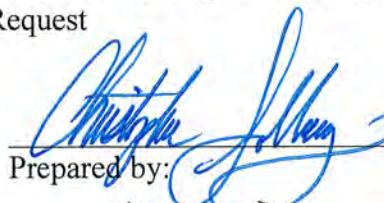
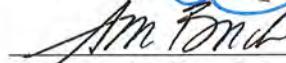
The Planning Commission held a public hearing on April 21, 2016 and unanimously recommended approval of the Conditional Use Permit for Casey's General Store, conditional on the correction of the existing landscaping issues through the building permit process for the building additions, as the CUP amendment request is consistent with the Comprehensive Plan and the Zoning Ordinance.

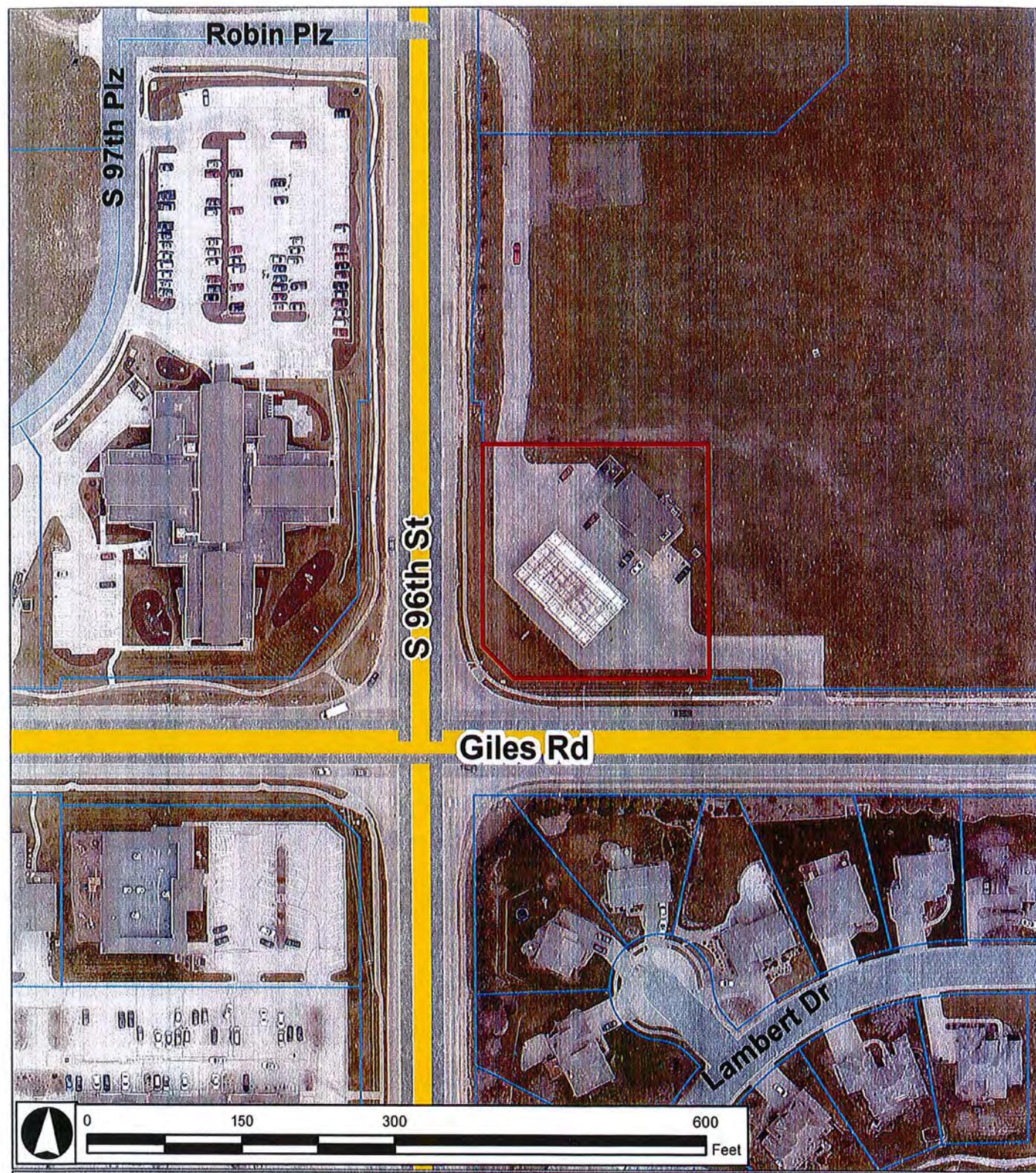
VII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Draft CUP

VIII. COPIES OF REPORT TO:

1. David Rachuy, Casey's Retail Company, Applicant
2. Elara Jondle, A. Leo Pelds Engineering Company; Project Contact
3. Public Upon Request


Prepared by: _____
 5-9-16
Community Development Director Date



Project Vicinity Map



Casey's General Store - Amendment #2

04-13-2016
JMC





February 12, 2016

Elara Jondle
A Leo Pelds Engineering Company
2323 Dixon Street
Des Moines, IA 50316

RE: Conditional Use Permit Amendment
Casey's General Store
9542 Giles Road
Proposed Building Additions

Ms. Jondle:

Thank you for your submittal of the Casey's General Store CUP amendment request to allow for two building additions and some modifications to the parking lot for the current store located at 9542 Giles Road in La Vista. Our staff has reviewed the submittal and has provided the following comments:

1. The proposed trash enclosure location places it immediately adjacent to a customer sidewalk and forward from the face of the building. Relative to Article 6.05.01 it is recommended to move the trash enclosure back to the northwest side of the building and behind the front building line, keeping it out of the front yard as per Section 4.09 of the Zoning Ordinance.
2. Relative to Article 6.05.04, if the proposed modifications result in more than 5,000 square feet of increased impervious area, then it will be necessary to comply with Post Construction Storm Water Management requirements for treatment of the first half-inch of runoff and for no increase in 2-year peak flows above existing conditions. It does not appear that the impervious increase will be this large, but the applicant needs to submit data identifying the increase in impervious area above existing conditions.
3. Public Works has received public complaints about the condition of the pavement in the drive approach onto Giles Road. This is a shared drive approach with the Walmart Neighborhood Market. The applicant needs to review their access easement with the abutting property owner and pursue repairs to this entrance. This is relevant to Article 6.05.10 of the Zoning Ordinance.
4. The proposed site plan depicts the new cooler/freezer along the southwest exterior wall of the facility. However, the building elevations provided depict the new cooler in the existing ground equipment enclosure. Please clarify the location of the new cooler/freezer. Regardless of location, the cooler/freezer

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

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

Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

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

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

should be screened in similar fashion as the existing ground equipment enclosure as per Section III(I) of the Gateway Corridor Design Guideline.

5. The transformer on the east side of the property needs to be screened as well. This is typically completed with ornamental grasses, allowing for access by OPPD if necessary.

Please submit four copies of revised plans by February 19th in order to continue to be considered for the March Planning Commission meeting. If you cannot re-submit by this date, or additional changes are required after the next submittal, the application will be considered for the April Planning Commission meeting.

Should you have any questions please contact me at 331-4343.

Sincerely,



Christopher Solberg, AICP
City Planner

Cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Jeff Sinnett, Chief Building Official
File

February 12, 2016



Elara Jondle
A Leo Pelds Engineering Company
2323 Dixon Street
Des Moines, IA 50316

RE: Conditional Use Permit Amendment
Casey's General Store
9542 Giles Road
Proposed Building Additions

Ms. Jondle:

Thank you for your re-submittal of the plans for the Casey's General Store CUP amendment request to allow for two building additions and some modifications to the parking lot for the current store located at 9542 Giles Road in La Vista. Our staff has reviewed the re-submittal and has provided the following comments:

1. The proposed trash enclosure location places it immediately adjacent to a customer sidewalk and forward from the face of the building. Relative to Article 6.05.01 it the trash enclosure needs to move back to the northwest side of the building and behind the front building line, keeping it out of the front yard as per Section 4.09 of the Zoning Ordinance. Such a move will not have an enough of an impact on the impervious coverage change to need to comply Post Construction Storm Water Management Requirements.
2. The proposed site plan depicts the new cooler/freezer along the southeast exterior wall of the facility, and has been updated to show screening as requested. However, the building elevations provided are still incorrect, please adjust the building elevations to reflect the site plan.

In order for the CUP amendment to be considered for review at the March 17, 2016 Planning Commission meeting, revised documents will need to be provided for the Planning Commission packets. Please submit 10 full-size and 4 ledger-size (11"x17") copies (along with electronic copies) of the revised CUP documents by March 3, 2016 to ensure that the application stays on track for review by the Planning Commission.

If the revised documents have been resubmitted on time, the application will be on the March Planning Commission agenda. The Planning Commission will meet at 7:00pm on March 17th. Please have someone in attendance with a presentation prepared for the Commission.

Should you have any questions please contact me via email or at 402-331-4343.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

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

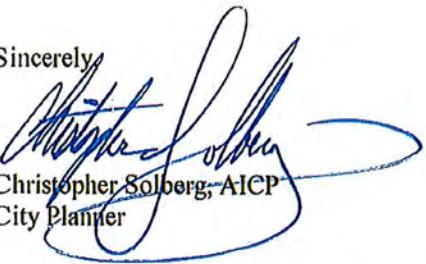
Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

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

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

www.cityoflavista.org
info@cityoflavista.org

Sincerely,

A handwritten signature in blue ink, appearing to read "Christopher Solberg".

Christopher Solberg, AICP
City Planner

Cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Jeff Sinnott, Chief Building Official

City of La Vista Conditional Use Permit

Conditional Use Permit for Convenience Store with Limited Fuel Sales

This Conditional Use Permit issued this 17th day of May, 2016, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Casey's Retail Company ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to expand the building structure of a convenience store with limited motor fuel sales (and motor fuel storage and dispensing related to said sales) upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 179, Southwind, a subdivision located in the SW ¼ of Section 15, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

WHEREAS, Owner has applied for an amendment to their conditional use permit to operate a convenience store with limited motor fuel sales (and motor fuel storage and dispensing related to said sales); and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of an amendment to the conditional use permit to Owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is amended to allow the Owner to use the area designated on Exhibit "A" hereto for a convenience store with limited motor fuel sales (and motor fuel storage and dispensing related to said sales), said uses hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed use:
 - a. The premises shall be developed and maintained in accordance with the CUP Site Plan ("Exhibit A"), Landscaping Plan ("Exhibit B"), and Building Elevations ("Exhibit C") as presented to the City Council on _____ and incorporated herein by this reference. Any modifications must be submitted to the Building Inspector for approval.
 - b. Hours of operation for convenience store will be 24 hours a day, seven days a week.
 - c. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the convenience store, except as approved in writing by the City.

- d. The City acknowledges that the use will involve the construction, placement and maintenance of underground motor fuel storage tanks and gasoline dispensing pumps (permitted structures) on the premises. The structures shall be constructed, maintained and operated in a safe and responsible manner, and in accordance with any applicable laws, rules or regulations, including, but not limited to, applicable environmental or safety laws, as amended or in effect from time to time, and shall not cause, or create risk of injury or damage to, or loss of life, property or the environment. The owner shall make annual inspections of the premises and structures, and the operation thereof for any hazard or risk, including, but not limited to, those of an environmental or safety nature. The owner shall take immediate action to protect persons, property and the environment from any damage, injury or loss, or risk thereof, arising out of or resulting from any hazard or risk on the premises, including, but not limited to, hazard or risk involving the permitted structures, that is discovered or should be discovered (including, but not limited to, those of an environmental or safety nature) and to abate any hazard or risk and remove it from the premises in accordance with any applicable laws, rules or regulations, as amended or in effect from time to time.
- e. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the City Planner.
- f. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- g. Owner hereby indemnifies the city against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. In respect to the special commercial corridor building design criteria:

- a. Building Exterior
 - i. The reddish brown brick (per sample submitted) is approved. If another type of brick is preferred, a sample must be submitted for approval.
 - ii. The type of glass is noted and should be clear or tinted.
- b. Gas Pump Canopy
 - i. The vertical canopy supports shall be clad with the same brick as the building.
 - ii. The standard height canopy is permitted provided that the lights underneath result in little or no glare.
- c. Monument Sign
 - i. The reddish brown brick (per sample) is approved.
- d. Trash Enclosure
 - i. The trash enclosure is acceptable. The three sides of the trash enclosures shall be constructed of the same brick as used on the building. Gate material on the fourth side shall be of material approved by the City.
- e. Exterior Light Fixtures
 - i. Any exterior light fixtures used on this project shall be similar to the light fixtures at the new LaVista Public Library.
 - ii. All exterior light fixtures must be submitted for approval.
- f. Landscaping
 - i. The landscaping plan as submitted (Exhibit B) is acceptable.

- g. Signage
 - i. All signs shall comply with the City's sign regulations.
- 4. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
 - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
 - c. All obsolete or unused structures and accessory facilities and any remaining environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the special use.
- 5. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
 - a. Owner's abandonment of the Permitted Use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Conditional Use.
 - c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
 - d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
- 6. If the Permitted Use is not commenced within one (1) year from May 17, 2016, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to Owner's right to file for an extension of time pursuant to Section 11-710 of the La Vista Municipal Code.
- 7. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove the permitted structures or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the Owner shall reimburse the city the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
- 8. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this Permit shall be binding upon Owner, his successors and assigns.

1. Delay of City to terminate this Permit on account of breach of Owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the Owner as follows:

Contact Name and Address: Jill Reams-Widder
EPA Dept.
Casey's General Stores, Inc.
P.O. Box 3001
One Convenience Blvd.
Ankeny, IA 50021-8045

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam Buethe, CMC
City Clerk
CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by Owner to be performed or discharged.

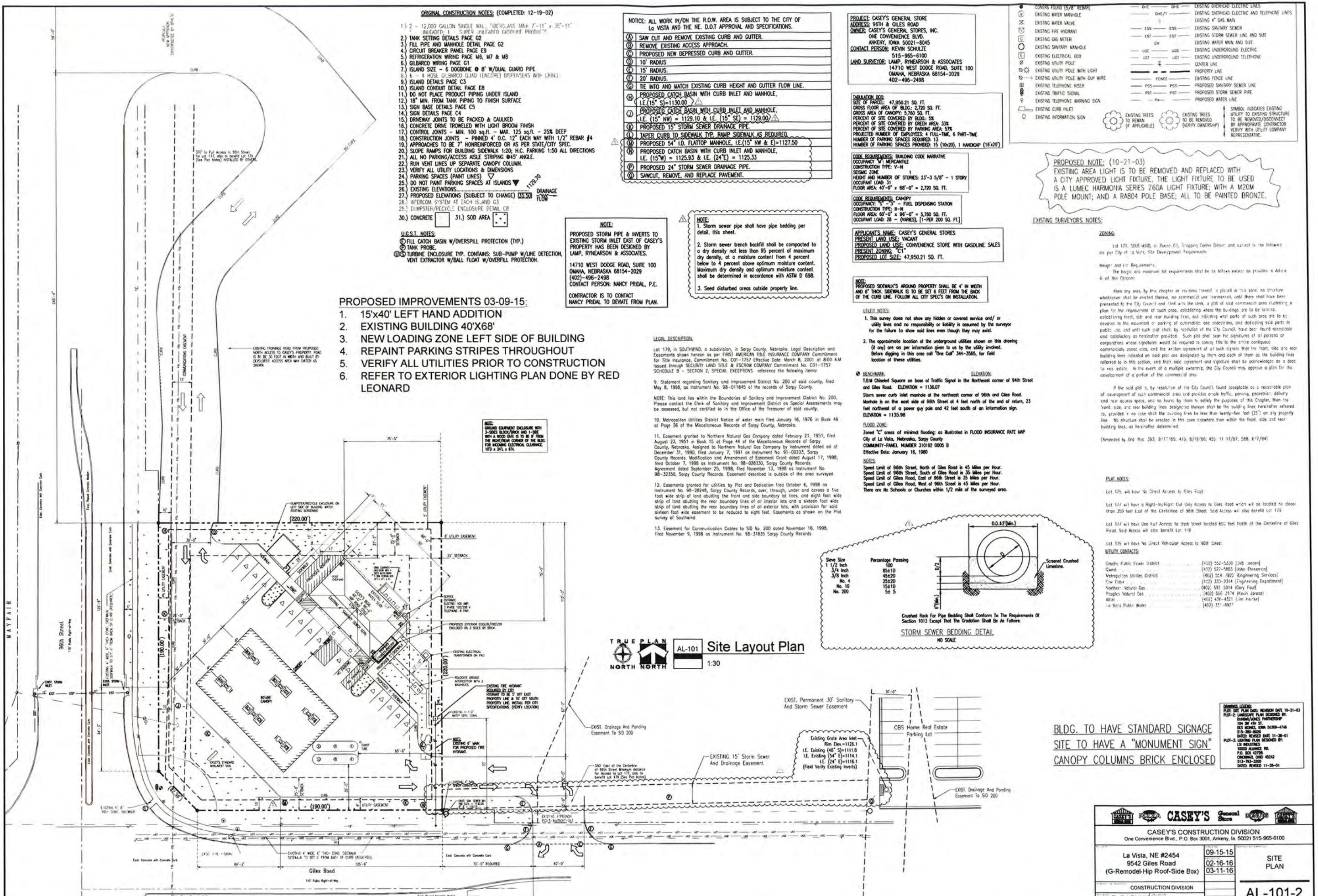
Owner:

By: _____

Title: _____

Date: _____

Exhibit A
CUP Site Plan



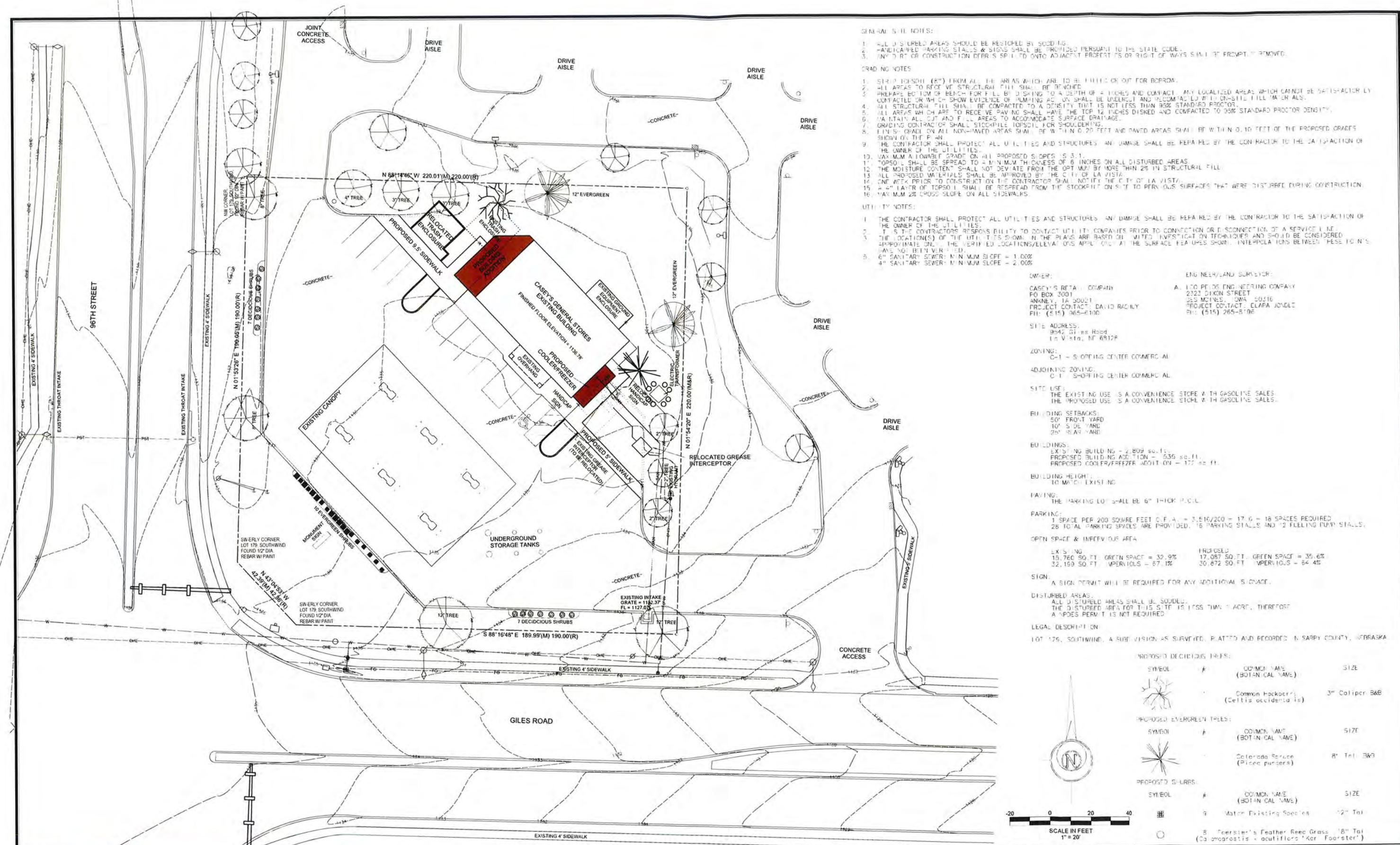
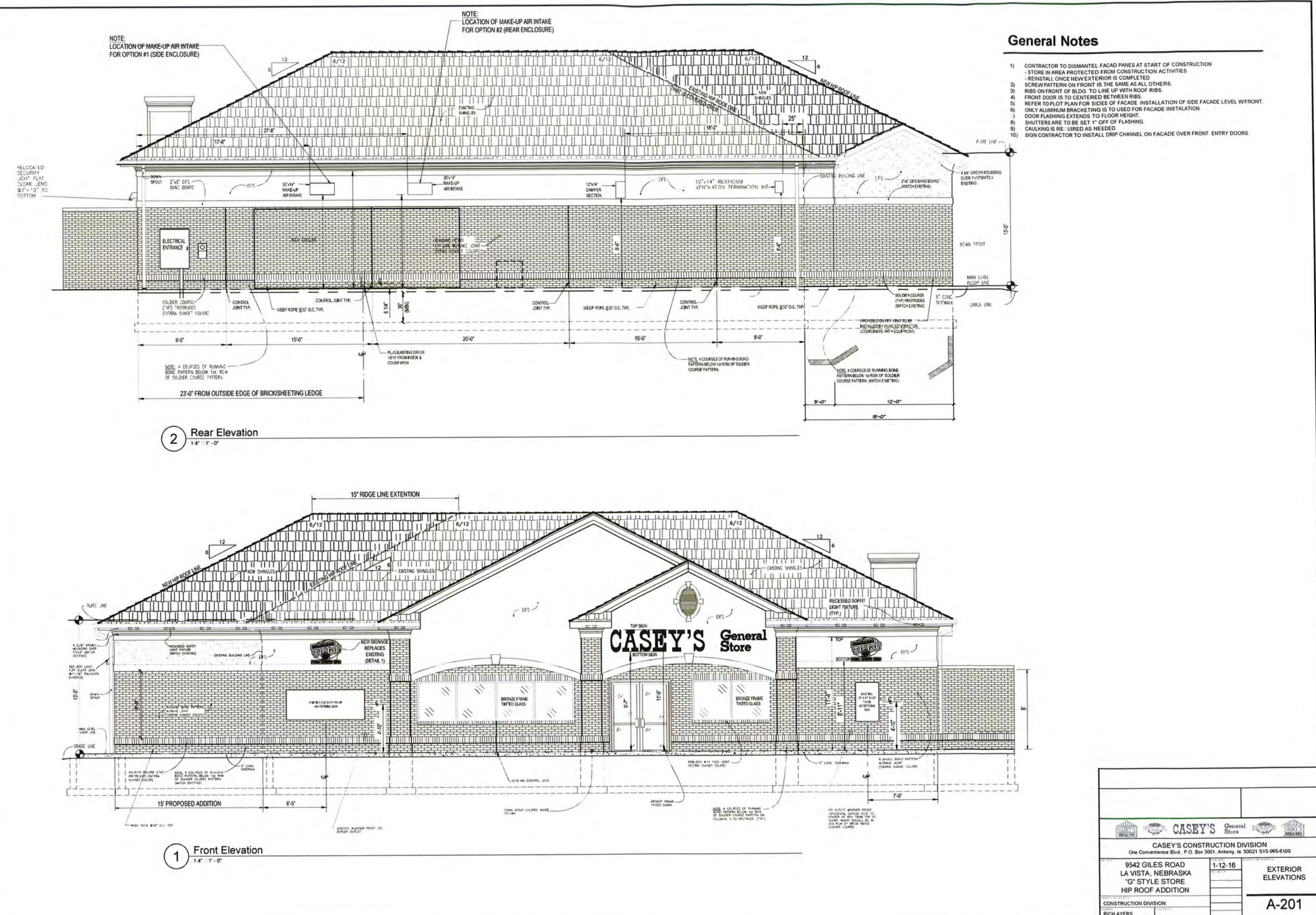
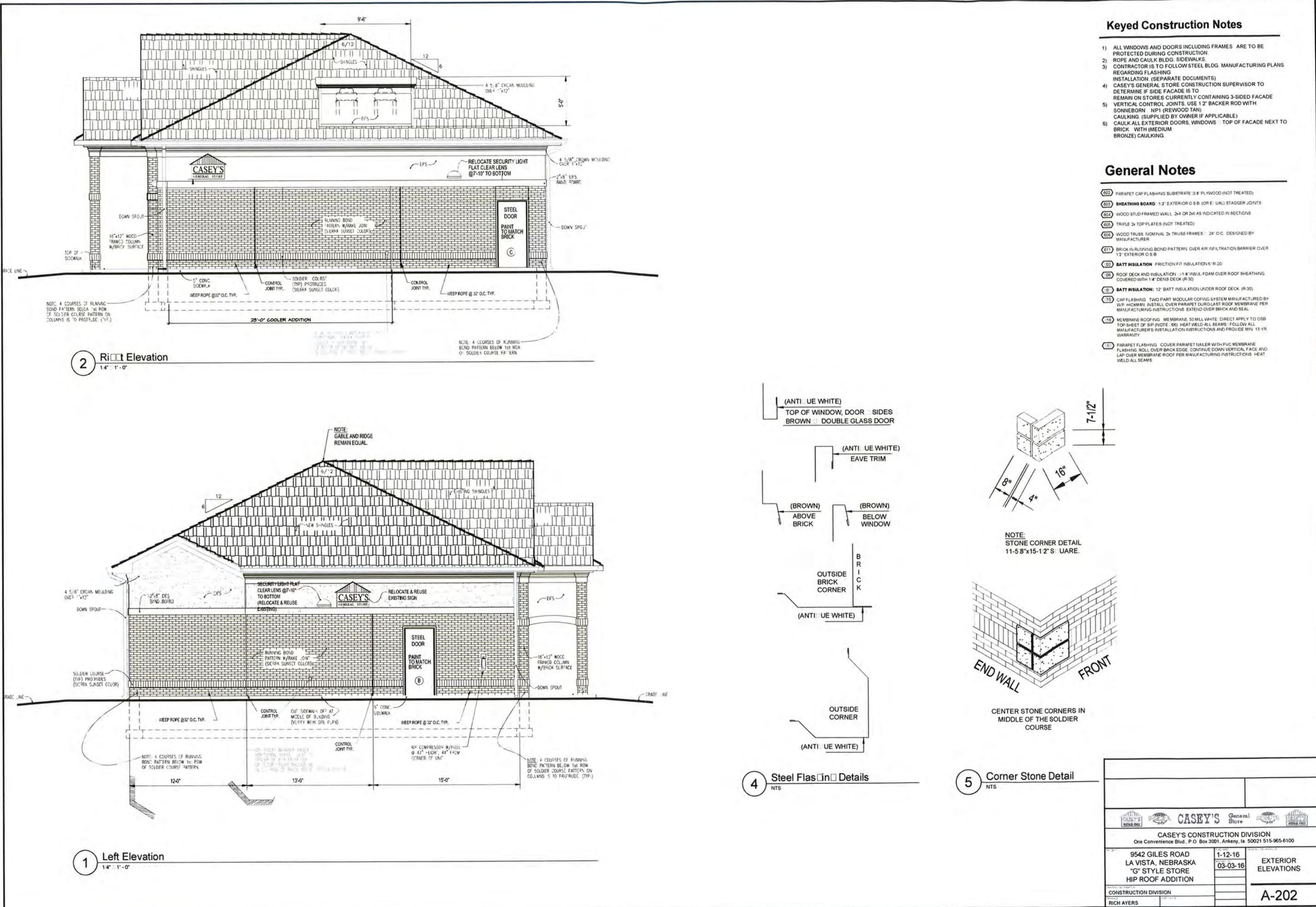
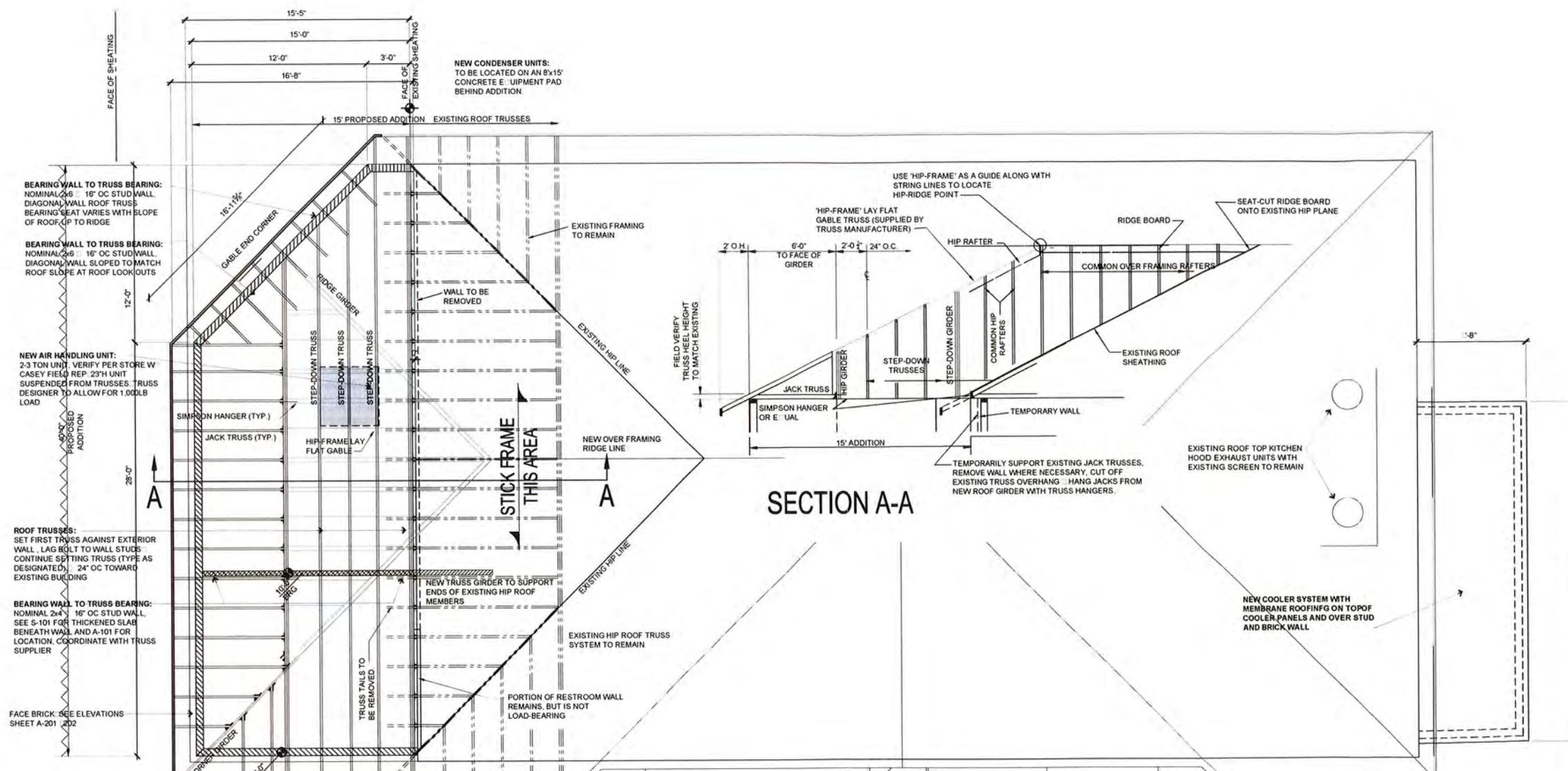


Exhibit C
Building Elevations







1 Roof Truss Plan

(1) RUU

 CASEY'S General Store		 Casey's ROOF TRUSS PROFILES	
CASEY'S CONSTRUCTION DIVISION One Convenience Blvd., P.O. Box 3001, Ankeny, Ia. 50021 515-965-6100			
 9542 GILES ROAD LA VISTA, NEBRASKA "G" STYLE STORE HIP ROOF ADDITION	1-12-16 03-03-16		ROOF TRUSS PLAN PROFILES
	CONSTRUCTION DIVISION		
	RELIANCES		
	S-102		

ITEM F

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR PUD SITE PLAN APPROVAL – LOT 10, SOUTHPORT EAST REPLAT SIX (NW OF McDERMOTT PLAZA & EASTPORT PKWY)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution prepared for a Planned Unit Development (PUD) Site Plan approval on approximately 0.95 acres acres located northwest of McDermott Plaza and Eastport Parkway.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider a PUD Site Plan approval application submitted by Cutchall Property Management, LLC, on behalf of the property owners, Michael J. McDermott & John L. Hoich, for approximately 0.95 acres platted as Lot 10, Southport East Replat Six. The project is located on the northwest corner of McDermott Plaza and Eastport Parkway.

The applicant proposes to construct and operate a Sonic restaurant with a drive thru.

A detailed staff report is attached.

The Planning Commission held a public hearing on April 21, 2016, and unanimously recommended approval of the PUD Site Plan as it is consistent with the Comprehensive Plan.

I:\Administration\BRENDA\My Documents\COUNCIL\Cutchall Prop Mngmt - PUD.Doc

RESOLUTION NO. 16 -

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOT 10, SOUTHPORT EAST REPLAT SIX, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Cutchall Property Management, LLC, on behalf of the owners of the above described piece of property, Michael J. McDermott & John L. Hoich, have made application for approval of a planned unit development plan for Lot 10, Southport East Replat Six; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the Planned Unit Development (PUD) plan for Lot 10, Southport East Replat Six, located in the SE 1/4 of Section 18, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located southwest of McDermott Plaza and Eastport Parkway be, and hereby is, approved.

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

\\Lvdcfp01\Users\Administration\BRENDA\My Documents\COUNCIL\16 Resolutions\PUD - Sonic.Doc



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2016-PUD-03

FOR HEARING OF: May 17, 2016
Report Prepared on May 4, 2016

I. GENERAL INFORMATION

- A. APPLICANT:** Cutchall Property Management, LLC
- B. PROPERTY OWNER:** Michael J. McDermott & John L. Hoich
- C. LOCATION:** Western corner of McDermott Plaza and Eastport Parkway
- D. LEGAL DESCRIPTION:** Lot 10, Southport East Replat Six
- E. REQUESTED ACTION(S):** Planned Unit Development (PUD) Site Plan approval to allow for a fast food establishment with drive thru.
- F. EXISTING ZONING AND LAND USE:**
C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District) with a PUD zoning overlay; the property is currently vacant.
- G. PROPOSED USES:** Developer wishes to construct a restaurant with drive thru.
- H. SIZE OF SITE:** 0.95 Acres.

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The existing site is vacant ground that is relatively flat.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 - 1. **North:** Commercial strip center; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District), with a PUD zoning overlay.
 - 2. **West:** Runza; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District), with a PUD zoning overlay.
 - 3. **South:** Vacant; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District), with a PUD zoning overlay.

4. **East:** American National Bank; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District), with a PUD zoning overlay.
- C. RELEVANT CASE HISTORY:** A PUD Ordinance (Ordinance 1045) that covers this property was approved on August 17, 2007. It allows for 10-foot setbacks (front, side, and rear) and a 55-foot maximum building height, among other regulations and guidelines.

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses. The proposed commercial use is consistent with the Future Land Use Map.
- B. OTHER PLANS:** N/A
- C. TRAFFIC AND ACCESS:**
1. A traffic impact study was performed in 2006 as part of Southport East Replat Six which resulted in widening Eastport Parkway between McDermott Plaza and Giles Road. In that study the trip generation from this site was included in the analysis. At that time the study anticipated a sit down restaurant on this parcel. The proposed trip generation for the fast food establishment is marginally higher than what was assigned in the original traffic study.

Two of the current uses on the east side of the Eastport Parkway / McDermott Plaza intersection have lower traffic impacts than the uses listed for those parcels within the traffic study. This helps to offset some of the limited traffic impacts of this development.

Based on this information, it was concluded that no additional traffic-related changes would be necessary based on the impacts of this development.

2. The property will have access to McDermott Plaza which is a private roadway that exists from Eastport Parkway to South 123rd Plaza.

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

E. PARKING REQUIREMENTS:

1. Zoning regulations require one space per 150 sq. feet of gross floor area, plus five stacking spaces for the drive through window. The proposed 1,608 sq. ft. building would require 11 parking stalls; 1 of these stalls would be required to be handicapped accessible. The PUD Site Plan depicts a total of 28 parking stalls and includes the required

number of accessible stalls. No additional parking is anticipated to be needed.

F. LANDSCAPING:

1. The landscaping plan has been reviewed as per the Southport East and the Gateway Corridor District design guidelines. Comments regarding the landscaping plan are stated within the design review letter from the City's Design Review Architect attached to this report. The Design Review Architect has stated his approval of the landscaping plan in its current form with detailed review to be conducted at the time of full design review submission.

G. BUILDING DESIGN:

1. The building design will be reviewed as part of the design review process that is required for developments within Southport East and the Gateway Corridor District prior to building permit approval. The design review process will be conducted outside of the PUD approval process, with the exception of the review of the landscaping plan. Comments regarding the landscaping plan are stated within the design review letter from the City's Design Review Architect attached to this report.

IV. REVIEW COMMENTS:

1. The proposed sidewalk feature at the intersection of Eastport Parkway and McDermott Plaza is setback further from Eastport than the feature on the opposite side of the street. This is due to an electrical vault that prevents matching the location. The alternative location and layout is acceptable, however, additional sidewalk easement will be required in order to accommodate the revised location. The easement will need to be recorded prior to the issuance of a building permit.
2. The location of the monument sign will need to be reviewed at the time of sign permit application to ensure compliance with sight lines and design guidelines.

V. STAFF RECOMMENDATION – PUD SITE PLAN:

Approval of the PUD Site Plan for a fast food establishment, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – PUD SITE PLAN:

The Planning Commission held a public hearing on April 21, 2016 and unanimously recommended approval of the PUD Site Plan as the PUD Site Plan as it is consistent with the Comprehensive Plan.

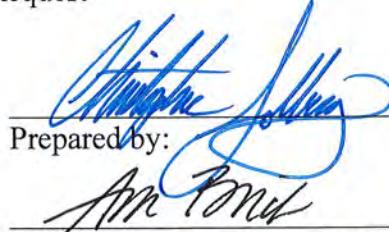
VII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review Letter
3. Design Review Architect's Letter
4. Draft PUD Site Plan

VIII. COPIES OF REPORT TO:

1. Greg Cutchall, Cutchall Property Management, LLC; Applicant
2. Michael S. McDermott; Property Owner
3. Brad Blakeman, Blackeman Engineering; Engineer
4. Public Upon Request

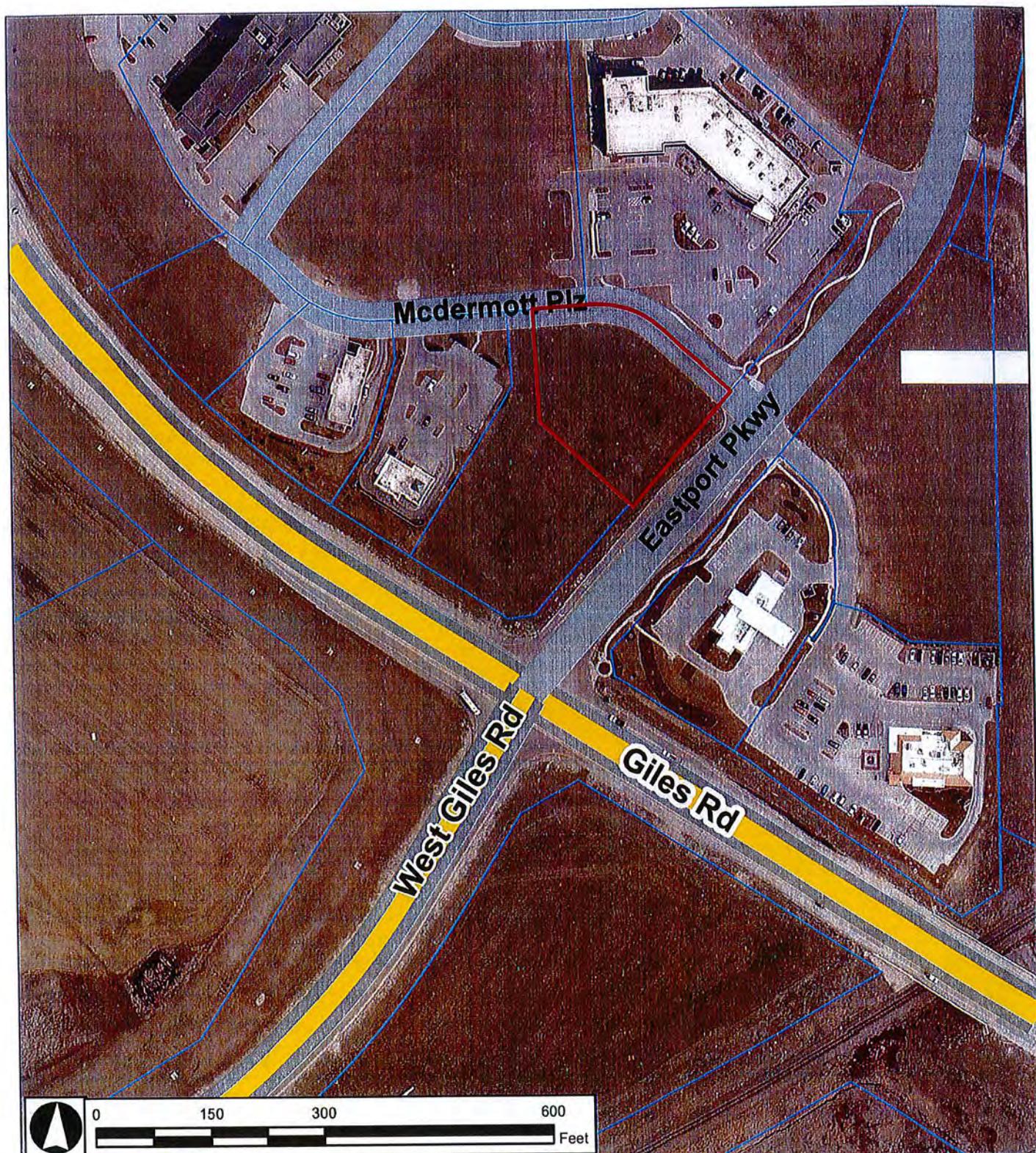
Prepared by:


Ami Bond

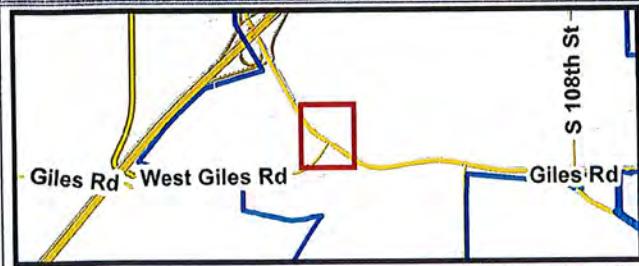
5-9-16

Community Development Director

Date



Project Vicinity Map



Southport East - PUD - Sonic

4-13-2016
JMC





March 16, 2016

Brad Blakeman
Blakeman Engineering
10423 Hansen Ave
Omaha, NE 68124

RE: PUD Site Plan - Initial Review
Lot 10, Southport East Replat Six - Sonic

Mr. Blakeman,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Zoning Regulations for the Planned Unit Development (PUD), the City has the following comments:

City Engineer

PUD

1. To address Article 5.15.04.03 the applicant needs to provide estimates of the weekday, PM peak hour traffic that will be generated by this facility.
2. The proposed sidewalk feature at the intersection of Eastport Parkway and McDermott Plaza is setback further from Eastport than the feature on the opposite side of the street. This is due to an electrical vault that prevents matching the location. The alternative location and layout is acceptable, however, additional sidewalk easement will be required in order to accommodate the revised location.
3. In regards to Article 5.15.05.02.1, the proposed 74 contour is missing and is needed to help identify the proposed drainage pattern.
4. In regards to Article 5.15.05.04, there needs to be some notation on C1.1 as to the type of storm water quality and detention system that is proposed. The notes on this sheet about storm sewer data also need to include the proposed 2-year peak flow in post-developed conditions. At this stage it would be acceptable to state that the flow will be limited to the pre-developed condition value if the detention system has not been fully designed yet.

Southport East Replat Six PUD

5. The green space along Eastport Parkway (formerly 120th Street) needs to comply with the requirements set forth on Page 6-1 of these regulations. This

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

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

Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

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

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

means 20 feet of landscaped and bermed greenspace. The plan scales 15 feet from parking lot drive aisle to right-of-way line.

Fire Marshall

No Comments

City Planner

PUD

1. Building setbacks are properly dimensioned and the proposed development meets the required building setbacks.
2. Drive-thru stacking design is illogical based on the location of the entrance and the path that an automobile would need to take to align with initial menu board. Recommend removal of the seventh stacking space and adjusting the striping accordingly. The initial menu board would be moved west as well.
3. Remove and replace references to "PUD-1" zoning district with "PUD" zoning district. Although the Southport East Replat Six PUD references a "PUD-1" district, this district has since been renamed within the Zoning Ordinance.
4. The proposed monument sign will need to be reviewed in conformance with the sight triangle standards as per Section 2.20 of the Zoning Ordinance.

Southport East Replat Six PUD

1. The PUD plan set is currently under review by the City's third-party architect for compliance with the Southport East Design Guidelines. A separate review letter will be provided upon receipt by the City.
2. Building elevations are not required as part of the PUD Site Plan approval process, please remove from the next submittal package.
3. The landscaping plan, as printed, lacks legibility. Please make changes to the landscaping plan to improve the legibility of the document.
4. Prior to submission for a building permit, an application for design review approval, through the Southport East Design Guidelines, will need to be submitted. Be advised that the design review process has recently averaged roughly three months per review. Please take this into consideration as a minimum in your development timeline.
5. All light fixtures will need to meet the requirements of the Southport East Design Guidelines, not the Gateway Corridor Overlay District as noted on the plans. Parking lot fixtures will need to conform Appendix I of the Guidelines, whereas the corner feature fixtures will need to conform to Appendix H of the Guidelines.
6. Design of the monument sign will need to comply with Section 7.01 of the Zoning Ordinance and the Southport East Design Guidelines. Review of the monument sign in relation to these regulations will be conducted at time of sign permit application.

The applicant should be aware that there are private protective covenants that were recorded against the property that should be reviewed.

In order for the PUD Site Plan to be considered for review at the April 21, 2016 Planning Commission meeting, revised documents will need to be provided for further review. Please submit 4 full size copies (along with electronic copies) of the revised documents by March 28, 2016 to ensure that the application stays on track for the review by Planning Commission.

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

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg, AICP, City Planner".

Christopher Solberg, AICP
City Planner

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

City Review comments dated March 16, 2016 responses

Project PUD Site Plan, Lot 10, Southport East Replat 6, LaVista, NE

CITY ENGINEER

1. Per traffic studies done at several Sonic of similar size and nature traffic counts are anticipated as follows: 24 total AM peak hour (12 in and 12 out), 112 MD peak hour (56 in and 56 out), 104 PM peak hour (52 in and 52 out) trips.
2. Sonic will provide additional sidewalk easement to accommodate sidewalk at intersection of McDermott Plaza and Eastport Parkway. A note has been added to drawings regarding this and final limits of easement area to be determined at time of Construction Drawing review stage.
3. The 74 contour is on the curb all around the building and on retaining wall. Added a "74" on curb for clarity and wall was deleted.
4. Added notes regarding type of storm sewer detention and quality system planned and added note about post construction flows proposed. (Pre-2year condition maintained)
5. Revised to 20'.

City Planner/PUD

1. Noted.
2. Removed 2 stacking stalls and restriped. The menu board noted on submittal is actually a initial preview menu board and the actual ordering station and final menu board are shown at the 5th car in stacking lane. We removed the preview menu board and relabeled the final menu board only for clarity. Complied.
3. Complied. Removed references to PUD-1.
4. Monument sign to be permitted separately. Added note that it will conform to required standards.

City Planner/SPE Replat 6 PUD

1. Noted
2. Removed building elevations from submittal. Complied.
3. We feel landscape plan is legible but have enhanced some features to make it more so. Complied.
4. Noted.
5. Revised light note to read "Southport East Design Guidelines"
6. Sign will be permitted separately and noted on this drawing.

Brad Blakeman
402-933-5777
Blakeman Engineering
03/22/2016





March 28, 2016

Mr. Chris Solberg
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Sonic Restaurant - Design Review #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the applicant's PUD submittal package dated March 7, 2016. For tracking purposes I have noted deficiencies in the submittal package, and where appropriate, the corresponding requirements outlined in the Southport East Design Guidelines.

Civil/Site Drawings:

1. Site Grading and Storm Sewer Plan C1.1, Site Paving and Utilities Plan C2.1, and Landscape Plan C3.1:
 - a. Sheet C2.1 appears to demonstrate the perimeter green space required at both the public street frontages, but dimensions aren't provided. Please provide a fully dimensioned plan at the next submittal.
 - b. Sheet C2.1 refers to a masonry block trash enclosure with gates. The Guidelines specify a required Trash Screen design (refer to Appendix R). Please submit design details at next review.
 - c. Segmental retaining walls indicated will be required to match the color and quality of the base of the building.
 - d. The Guidelines specify specific Exterior Pole Mounted Luminaires and colors (refer to Appendix H & I). Parking lot lighting locations are shown and noted on Sheet C2.1, but not clearly scheduled or demonstrated. It is assumed all lighting will comply with the Guidelines and product data sheets will be submitted at the next review.
 - e. All roof top and/or ground mounted HVAC equipment shall be screened from view from public right-of-ways by permanent architectural screens constructed from materials integrated with the overall building design.
 - f. Refer to Appendix P for Site Furnishings required at the circular corner streetscape.

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

SCHEMMER.COM



April 13, 2016

Mr. Chris Solberg
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Sonic Restaurant - Design Review #2

Dear Chris:

This letter shall provide recommendations and/or corrections for the applicant's revised PUD submittal package received April 7, 2016. For tracking purposes I have noted any deficiencies in the submittal package, and where appropriate, the corresponding requirements outlined in the Southport East Design Guidelines.

Civil/Site Drawings:

1. Site Grading and Storm Sewer Plan C1.1, Site Paving and Utilities Plan C2.1, and Landscape Plan C3.1:
 - a. Sheet C2.1, dimensions have been added to satisfactorily demonstrate the perimeter green space required at both of the public street frontages.
 - b. Sheet C2.1 refers to a "MASONRY BLOCK TRASH ENCLOSURE WITH GATES IN ACCORDANCE WITH CITY GUIDELINES". This is acceptable as this stage of review and will be reviewed in detail during the Design Review. The Guidelines specify a required Trash Screen design (refer to Appendix R).
 - c. Segmental retaining walls indicated will be required to match the color and quality of the base of the building. This will be reviewed in detail during the Design Review.
 - d. Sheet C2.1, notes have been expanded regarding parking lot lighting locations to represent they will be "...IN ACCORDANCE WITH THE SOUTHPORT EAST DESIGN GUIDELINES, APPENDIX I & H". This is acceptable at this stage of review and product data sheets will be reviewed during the Design Review.
 - e. All roof top and/or ground mounted HVAC equipment shall be screened from view from public right-of-ways by permanent architectural screens constructed from materials integrated with the overall building design. This will be reviewed during the Design Review.
 - f. Sheet C2.1, notes have been expanded regarding Site Furnishings required at the circular corner streetscape to represent they will be "...IN ACCORDANCE WITH APPENDIX P OF THE SOUTHPORT EAST

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

SCHEMMER.COM

DESIGN GUIDELINES". This is acceptable at this stage of review and product data sheets will be reviewed during the Design Review.

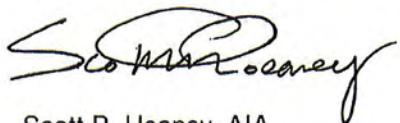
- g. Sheet C3.1, Plant Schedule, tree and plant types have been satisfactorily revised to match the Southport guidelines. The layout and varieties have been well placed to compliment the circular corner streetscape element, bermed areas, and serpentine sidewalks.

Please feel free to contact me regarding additional clarifications or questions.

(402) 431-6317 direct
sheaney@schemmer.com

Sincerely,

THE SCHEMMER ASSOCIATES, INC.
ARCHITECTS | ENGINEERS | PLANNERS



Scott P. Heaney, AIA
Architect, Associate

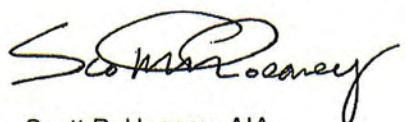
- g. Sheet C3.1, Plant Schedule, lists several non-compliant selections. Specific plants not on the approved list are: Skyline Honeylocust, Autumn Blaze Maple, Columnar Blue Spruce, Dwarf Burning Bush, Karl Foerster Grass, Happy Returns Daylily, and Lil' Trudy Catmint. Refer again to the Guidelines for landscaping strategies along streetscapes, property lines, and Appendix F and G. for approved Street Tree and Plant Lists.

Please feel free to contact me regarding additional clarifications or questions.

(402) 431-6317 direct
sheaney@schemmer.com

Sincerely,

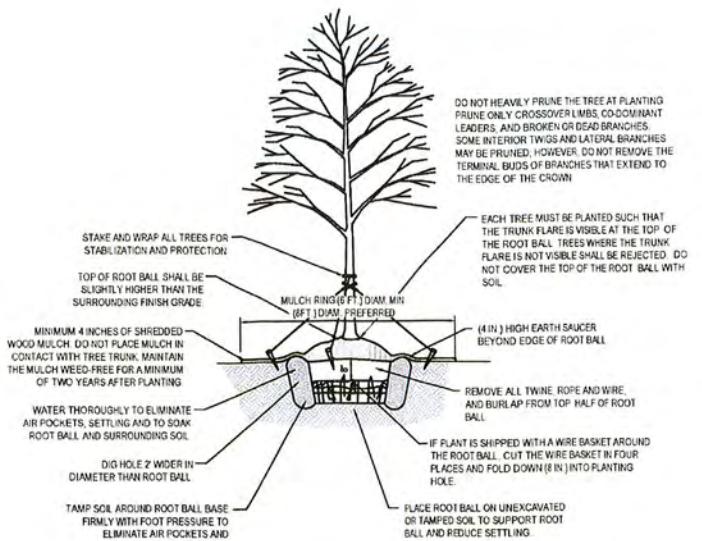
THE SCHEMMER ASSOCIATES, INC.
ARCHITECTS | ENGINEERS | PLANNERS



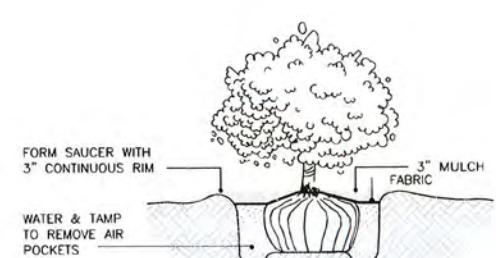
Scott P. Heaney, AIA
Architect, Associate



**FINAL PUD
SONIC DRIVE-IN**
12059 McDERMOTT PLAZA
SOUTHPORT EAST REPLAT SIX, LOT 10
LAVISTA, SARPY COUNTY, NEBRASKA

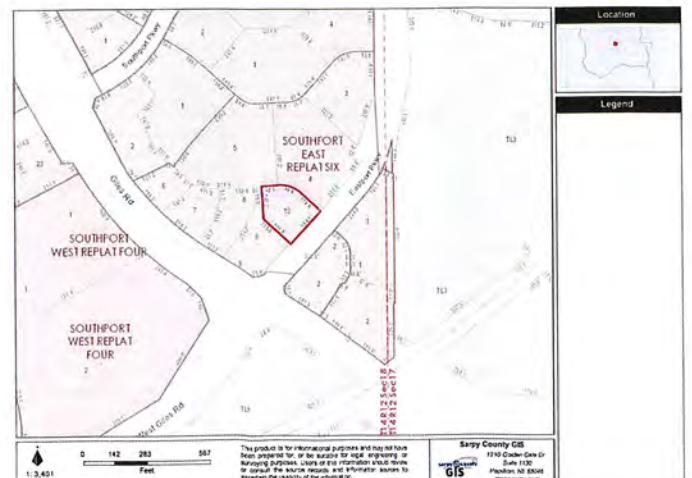


TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE



NOTES:
1. REMOVE BURLAP AND TILES FROM TOP 1/3 OF BALL.

SHRUB PLANTING DETAIL
NO SCALE



BLAKEMAN
ENGINEERING © 2016
DESIGN AND CONSTRUCTION DOCUMENTS AS
INSTRUMENTS OF SERVICE ARE OWNED AS
CONFIDENCE AND REMAIN THE PROPERTY OF
BLAKEMAN ENGINEERING. DUPLICATION
AND THE INFORMATION CONTAINED HEREIN
MAY NOT BE REPRODUCED OR EXCERPTED
FROM THESE DOCUMENTS. THE REPRODUCTION
OR EXCERPTING OF THESE DOCUMENTS
BY BLAKEMAN ENGINEERING UNAUTHORIZED
DISCLOSURE OR USE OF THESE DOCUMENTS
ARE PROHIBITED BY COPYRIGHT LAW.

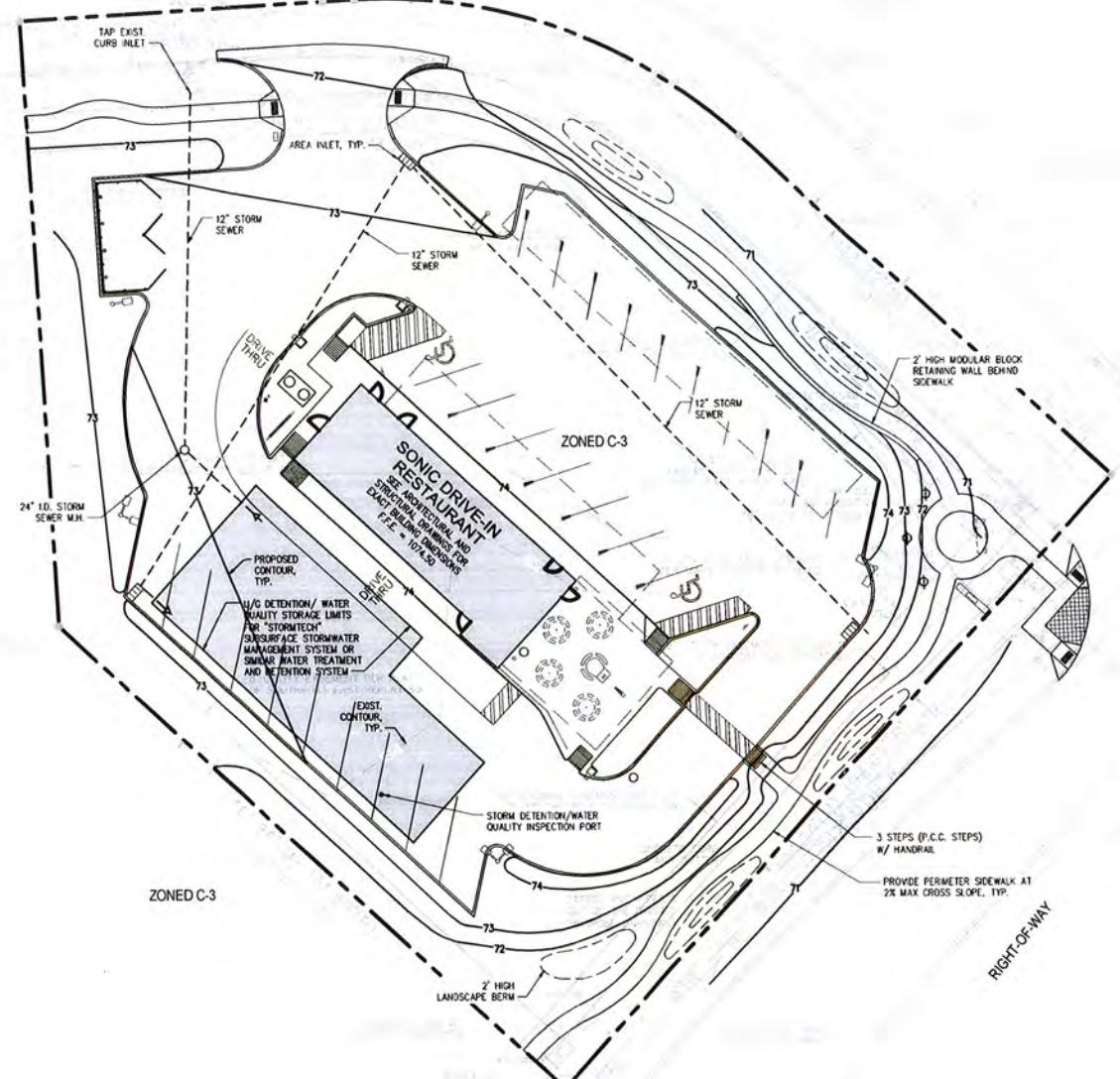
REVISIONS:

DRAWN BY: JSP
CHECKED BY: BKB
ISSUED: P.U.D. PACKAGE
DATE: 3-7-2016
SHEET NO: C1.1

ZONED C-3

ZONED C-3

ZONED C-3



SITE INFORMATION AND STORM SEWER DATA

LOT AREA = 41,573 SF = 0.954 AC
EXISTING IMPERVIOUS COVERAGE = 3100 SF = 12.3%
EXISTING C-FACTOR = [5100](0.95)(3674)(0.45)(41573) = 0.51
2 YEAR PRE-DEVELOPED STORM FLOW = (6.0 in/hr)(0.51)(0.954 AC) = 2.9 CFS

PROPOSED IMPERVIOUS COVERAGE = 29,880 SF = 72.1%
GAIN OF IMPERVIOUS COVERAGE = 24,880 SF
PROPOSED C-FACTOR = [29880](0.95)(11593)(0.45)(41573) = 0.81
100 YEAR POST DEVELOPED STORM FLOW = (12.1 in/hr)(1.25)(0.81)(0.954 AC) = 11.69 CFS

THEREFORE
DETENTION REQUIRED ON SITE = 5,068 CF AND
PROPOSED OFFSITE STORM FLOWS = PRE-DEVELOPED 2-YEAR RUNOFF = 2.9 CFS

TRAFFIC STUDY INFORMATION

ANTICIPATED TRAFFIC COUNTS
PM PEAK HOUR 52 IN AND 52 OUT = 104 PM PEAK HOUR TRIPS

OWNERS
DODD, JEFF & MICHAEL McDERMOTT
425 NORTH KAWTHIG DRIVE
OLATHI, KANSAS 66101

ENGINEER
BLAKEMAN ENGINEERING
10423 HANSEN AVENUE
OMAHA, NEBRASKA 68124

DEVELOPER
Greg S. Hall, Pres. CEO
CIVIL, LAND & PROPERTY MANAGEMENT, LLC
13305 BIRCH Dr. # 201
OMAHA, NE 68164
402.555.1333

LEGEND
—1275— EXISTING CONTOUR
—X— PROPOSED CONTOUR
—SILT FENCE—

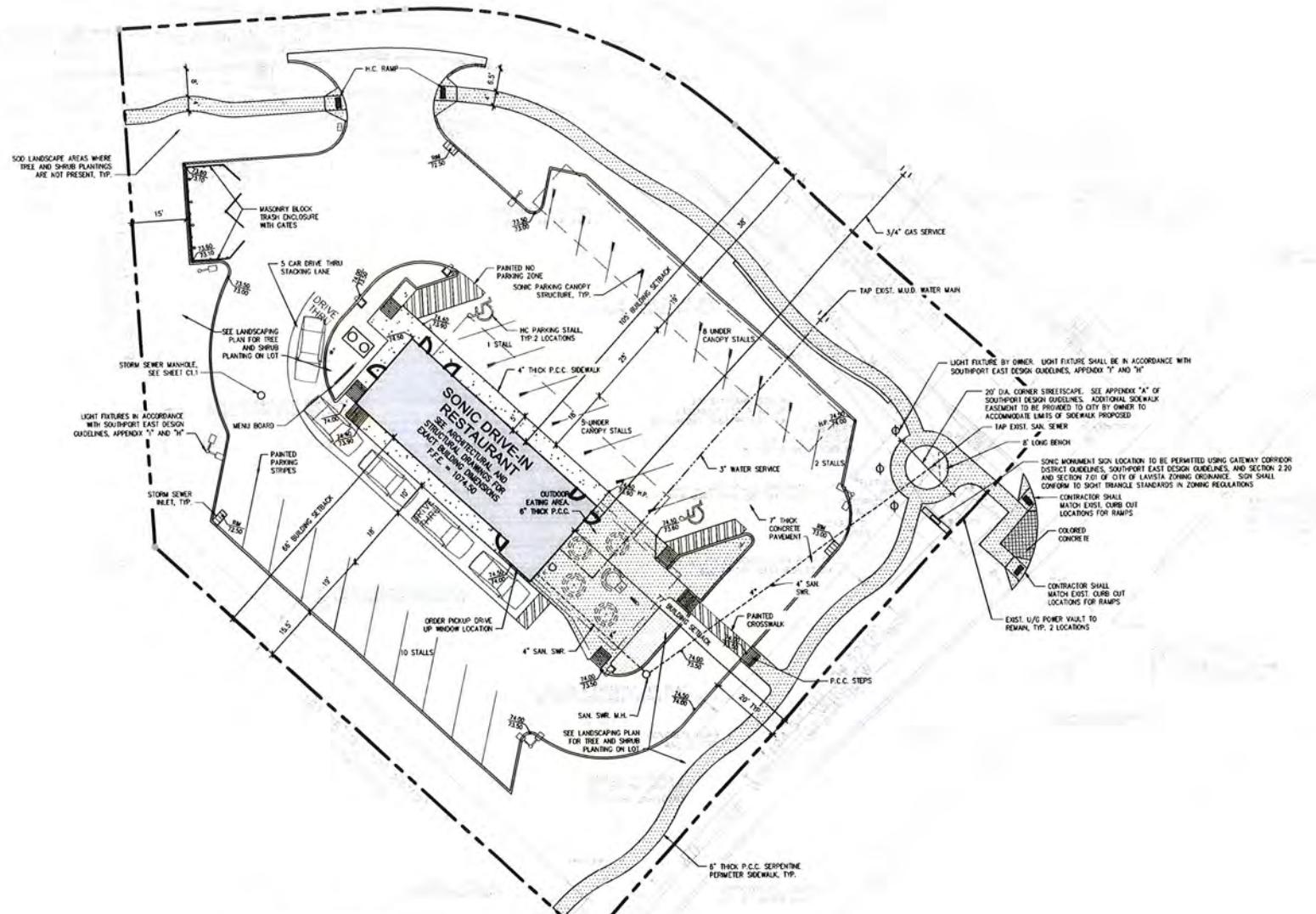
SITE GRADING AND STORM SEWER PLAN
SCALE: 1" = 20'-0"

N VICINITY MAP
SCALE: NONE

C1.1



**FINAL PUD
SONIC DRIVE-IN**
12059 McDERMOTT PLAZA
SOUTHPORT EAST REPLAT SIX, LOT 10
LAVISTA, SARPY COUNTY, NEBRASKA



PARKING STALLS	
CANOPY PARKING = 13	
HANDICAP PARKING = 2	
NON-COVERED PARKING = 13	
28 STALLS	
DRIVE THRU STACKING = 5 CARS	
TOTAL 33 STALLS & DRIVE THRU	

SITE PAVING AND UTILITIES PLAN
SCALE: 1" = 20'-0"

LEGEND

25.50 SPOT ELEVATION (TOP OF CURB / GUTTER ELEVATION)
25.50 TW SPOT ELEVATION (TOP OF WALL / BOTTOM OF WALL)
4" P.C.C. PAVEMENT
7" P.C.C. PAVEMENT
6" P.C.C. PAVEMENT

LEGAL DESCRIPTION
LOT 10, SOUTHPORT EAST REPLAT SIX, LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 4th PM, SARPY COUNTY, NEBRASKA
CONTAINING 0.954 ACRES, MORE OR LESS

ADDRESS
12059 McDERMOTT PLAZA

OWNER
JOHN HOGH & MICHAEL McDERMOTT
425 NORTH RAWHIDE DRIVE
OLATHE, KANSAS 66061

ENGINEER
BLAKEMAN ENGINEERING
10423 HANSEN AVENUE
OMAHA, NEBRASKA 68124

DEVELOPER
Greg St. John, Pres. C/E
CUTCHILL PROPERTY MANAGEMENT, LLC
11005 BIRCH DR. #201
OMAHA, NE 68164
402.558.3333

NOTES

1. EXISTING AND PROPOSED ZONING IS C-3
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 1 FOOT INTERVALS AND BASED ON USGS DATUM
3. THERE WILL BE NO DIRECT VEHICULAR ACCESS ONTO GILES ROAD OR EASTPORT PARKWAY FROM LOT 10.
4. WATER SERVICE WILL BE PROVIDED BY MUD
5. PROPOSED CONSTRUCTION START 06/01/2016
CONSTRUCTION START 06/01/2016
BUILDING OPENING 01/01/2017

ZONING REGULATIONS (C-3)

LOT AREA	10,000 SF MIN
LOT WIDTH	NO REQUIREMENT
FRONT YARD	25' (1)
SIDE YARD	15'
REAR YARD	15'
OFF- STREET PARKING 1 SPACE / 150 SF OF GROSS FLOOR AREA (3)	NO REQUIREMENT
MAX HEIGHT	99'(2)
MAX LOT COVERAGE	60%

(1) 25' FRONT YARD SETBACK, HIGH BEEFY ONLY WHEN NO PARKING IS PRESENT IN THE FRONT YARD IF PARKING IS PRESENT IN FRONT YARD THEN FRONT YARD SETBACK IS A MIN. OF 50%
(2) ANY BUILDING WITHIN 100' OF A RESIDENTIALLY ZONED DISTRICT SHALL NOT EXCEED 45' IN HEIGHT
(3) FOR RESTAURANTS W/ DRIVE-THRU PLUS ADDITIONAL 3 SPACES FOR DRIVE-THRU WINDOW

ZONING ORDINANCES (GATEWAY DEVELOPMENT ORDINANCE 1045 - PUD PLANNED UNIT DEVELOPMENT) FOR LOTS 1-10, SOUTHPORT EAST REPLAT SIX
CITY OF LAVISTA ZONING ORDINANCE 58-TRN 5.12 (C-3 HIGHWAY COMMERCIAL DISTRICT) AND SECTION 7 OFF STREET PARKING AND LANDSCAPING REQUIREMENTS
GATEWAY CORRIDOR DISTRICT DESIGN GUIDELINE

BUILDING AND SITE INFORMATION
USING CITY OF LAVISTA ORDINANCES AND ORDINANCE 1045 - PUD (PLANNED UNIT DEVELOPMENT) FOR LOTS 1-10, SOUTHPORT EAST REPLAT SIX

ITEM	PROVIDED	REQUIRED ALLOWED
LOT SIZE	41,573 SF	10,000 SF MIN
BUILDING HEIGHT	18'-0"	55' MAX (PUD)
BUILDING SETBACK	66' MIN PROVIDED	10' MIN (PUD)
OPEN SPACE	11,593 SF (79%)	25% MIN (PUD)

TOTAL PAVED AREA 28,320 SF
(INCL. McDERMOTT PLAZA PAVEMENT)

PARKING LOT PAVING 18,800 SF
NO REQUIREMENT
OFF-STREET PARKING 28 STALLS
1ST ALL 10' 0" - 5 STACKING STALLS -
5 DRIVE THRU
1,660 SF / 150 SF / 5 STACKING STALLS -
STACKING STALLS - 16 1 STACKING STALLS
33 STACKING STALLS

LANDSCAPE NOTES

1. Locate and verify locations of all utilities prior to start of construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or improvements caused by the Contractor will be repaired in no cost to Owner.
2. All landscape areas shall be irrigated with an automatic irrigation system including turf and plant bed areas and in areas next to right of ways.
3. All trees shall be staked for a period of not less than one year after planting.
4. The Landscape Contractor shall remove all construction debris injurious to plant material from planting pits and beds prior to backfilling. All plant material shall be good quality and size shall meet City and specifications. Owner reserves the right to substitute plant material types, size, and quality.
5. Contractor shall water plants immediately after planting and not less than one week for a period not less than three months from time of planting.
6. All plant acceptance shall be guaranteed to be alive and healthy growing condition for two full growing seasons after final project acceptance or shall be replaced with new plants with the same size and species including labor.
7. Verify soil conditions and grades before planting. Adjacent field locations as required to avoid improvements and underground utilities.
8. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 4 inch minimum depth. Mulch ring to extend 1 foot beyond planting pit.

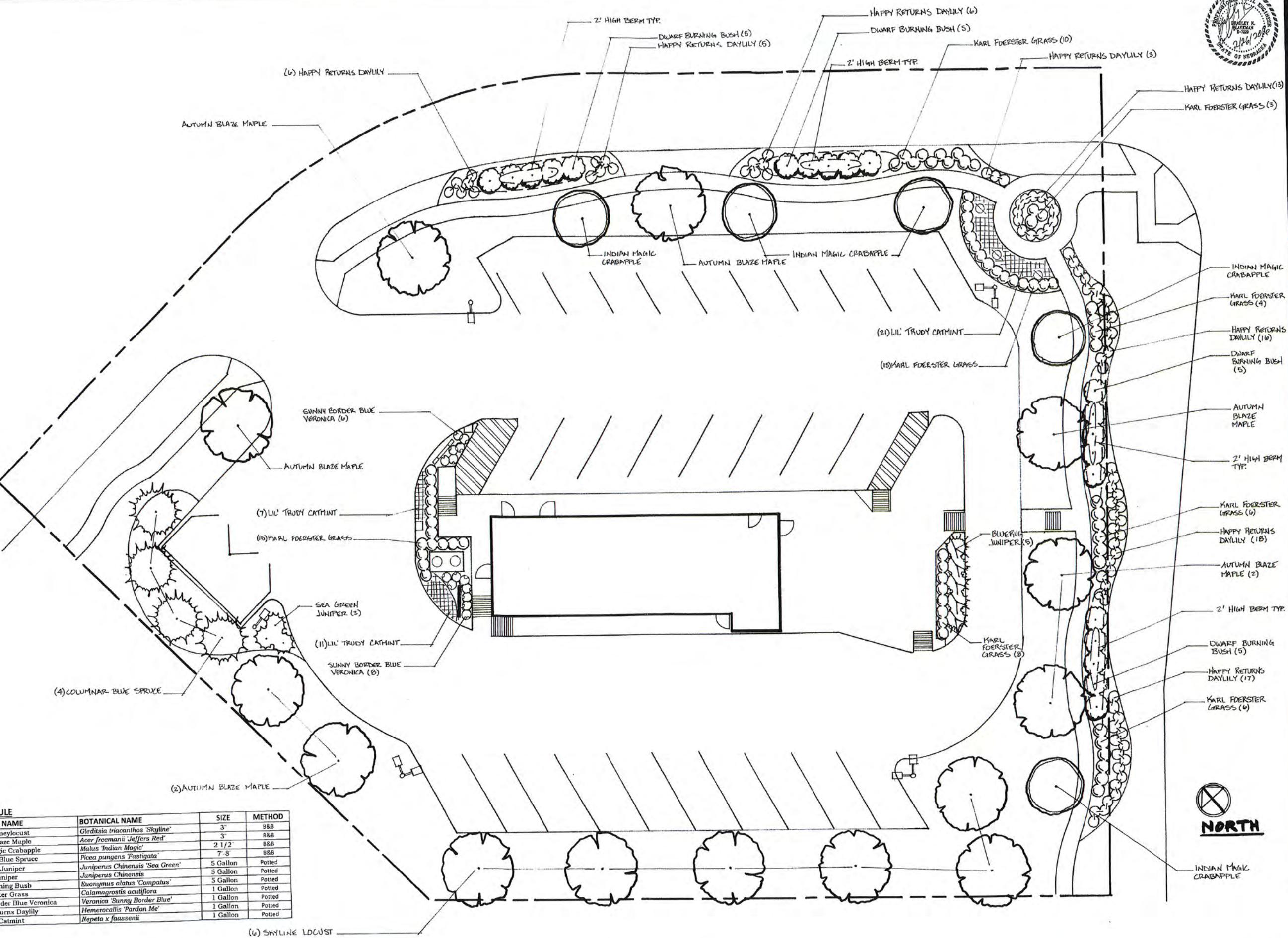
**BLAKEMAN
ENGINEERING © 2016**
DESIGN AND CONSTRUCTION DOCUMENTS AS
INSTRUMENTS OF SERVICE ARE GIVEN IN
CONFIDENCE AND BELIEVE THE PROPERTY OF
BLAKEMAN ENGINEERING. THE INFORMATION CONTAINED
HEREIN MAY NOT BE COPIED, REPRODUCED, OR
DISCLOSED WITHOUT EXPRESS WRITTEN PERMISSION
OF BLAKEMAN ENGINEERING. UNAUTHORIZED
DISCLOSURE, COPIES, OR REPRODUCTION
ARE PROHIBITED BY COPYRIGHT LAW.

REVISIONS:

DRAWN BY: JSP
CHECKED BY: BKB
ISSUED: P.U.D. PACKAGE
DATE: 3-7-2016

SHEET NO:

C2.1


PLANT SCHEDULE

QTY	COMMON NAME	BOTANICAL NAME	SIZE	METHOD
6	Skyline Honeylocust	<i>Gleditsia triacanthos 'Skyline'</i>	3"	S&B
8	Autumn Blaze Maple	<i>Acer freemanii 'Jeffers Red'</i>	3"	S&B
5	Indian Magic Crabapple	<i>Malus 'Indian Magic'</i>	2 1/2"	S&B
4	Columnar Blue Spruce	<i>Picea pungens 'Fastigata'</i>	7'-8'	S&B
3	Sea Green Juniper	<i>Juniperus chinensis 'Sea Green'</i>	5 Gallon	Potted
5	Bluerug Juniper	<i>Juniperus chinensis</i>	5 Gallon	Potted
20	Dwarf Burning Bush	<i>Euonymus alatus 'Compactus'</i>	5 Gallon	Potted
67	Karl Foerster Grass	<i>Calamagrostis acutiflora</i>	1 Gallon	Potted
14	Sunny Border Blue Veronica	<i>Veronica 'Sunny Border Blue'</i>	1 Gallon	Potted
84	Happy Returns Daylily	<i>Hemerocallis 'Pardon Me'</i>	1 Gallon	Potted
39	Lil' Trudy Catmint	<i>Nepeta x faassenii</i>	1 Gallon	Potted

(6) SKYLINE LOCUST

192nd & WEST CENTER ROAD
OMAHA NEBRASKA 68130
(402) 289-4103
FAX 289-2060



The Lanoha Plan is the property of LANOHANURSERIES. The payment of the landscape design fee does not permit the implementation of any portion of the design or plant materials selection without the written permission of LANOHANURSERIES.
© Copyright 2004

Designed for:	SONIC DRIVE-IN	Job site:	LAVISTA, SARPY COUNTY, NE
Address:			
Telephone:			
Date:	3-1-2010	Scale:	1" = 10'-0"
Comments:	Designed by John Schindel		

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA**

Subject:	Type:	Submitted By:
ORDINANCE AMENDMENT - COX CABLE FRANCHISE AGREEMENT 6 MONTH EXTENSION	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

An ordinance has been prepared to amend the Cox Cable Franchise Agreement ordinance to provide for a 6 month extension.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

The Director of Administrative Services and the City Attorney have proposed a 6 month year extension of the existing franchise agreement with Cox Cable to November 15, 2016. During the next few months the City Attorney and Staff will be negotiating a new franchise agreement with Cox Cable for Council's consideration.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE NONEXCLUSIVE CABLE FRANCHISE AGREEMENT, CERTIFICATE OF FRANCHISE AND COMMUNITY SERVICES AGREEMENT AND PERMIT COX COMMUNICATIONS OMAHA, L.L.C. TO CONTINUE TO OPERATE A CABLE SYSTEM; TO REPEAL CONFLICTING ORDINANCES, PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

SECTION 1. Proposed Amendment. The Mayor and City Council by Ordinance No. 805 on May 16, 2000 approved a nonexclusive franchise agreement between the City and Cox Communications Omaha, L.L.C. ("Company"), as subsequently amended by Ordinance No. 827 on February 20, 2001, and by Ordinance No. 1248 on May 5, 2015 ('Franchise Agreement'). The City and Company desire to amend the Franchise Agreement and related certificate of franchise and community services agreement as set forth in the Amendment presented at this City Council meeting ("Amendment").

SECTION 2. Approval of Amendment. The Amendment and modification of Section 12.18 of the Franchise Agreement is hereby adopted and approved.

SECTION 3. Further Authorization. The Mayor and City Clerk are hereby authorized to execute the Amendment and take such further actions as necessary or appropriate to carry out said amendment or actions approved herein.

SECTION 4. Repeal. All ordinances in conflict with this Ordinance, or any parts of ordinances in conflict with any parts of this Ordinance, are hereby repealed.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the 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 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Amendment

**Nonexclusive Franchise Agreement
Between
Cox Communications Omaha, L.L.C.
And
City of La Vista, Nebraska**

WHEREAS, the City of La Vista, Nebraska ("City") and Cox Communications Omaha, L.L.C. ("Company") entered a Nonexclusive Franchise Agreement Between Cox Communications Omaha, L.L.C. and City of La Vista, Nebraska, as amended ("Franchise Agreement") and related certificate of franchise and community services agreement; and

WHEREAS, the most recent amendment in part permitted the Company to continue to operate and maintain the cable system, entitled the Company to exercise all rights, and required the Company to perform all obligations in accordance with the Franchise Agreement and related certificate of franchise and community services agreement through May 31, 2016; and

WHEREAS, City and Company desire to further amend the Franchise Agreement and related certificate of franchise and community service agreement as described in this Amendment.

NOW THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Company hereby agree as follows:

1. The Company shall be permitted to continue to operate and maintain the cable system, shall be entitled to exercise all rights, and shall perform all obligations in accordance with the Franchise Agreement and related certificate of franchise and community services agreement through October 31, 2016.
2. All provisions of the Franchise Agreement and related certificate of franchise and community services agreement shall be deemed modified to be consistent with this Amendment.
3. The recitals above are incorporated into this Amendment by reference.
4. The provisions of this Amendment relating to the Franchise Agreement shall modify and replace Section 12.18 of the Franchise Agreement.
5. The Franchise Agreement and related certificate of franchise and community services agreement, except as modified by this Amendment, shall continue in full force and effect.

AGREED to this _____ day of _____, 2016.

CITY OF LA VISTA, a Municipal Corporation

Douglas Kindig, Mayor

Attest:

Pamela A. Buethe, City Clerk, CMC

COX COMMUNICATIONS OMAHA, L.L.C.

(Name)

(Title)

Attest:

, Secretary

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISEMENT OF BIDS – CITY PARKING DISTRICT ACCESS IMPROVEMENTS INTERSECTION MODIFICATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the advertisement of bids for construction of the City Parking District Access Improvements, PWST 16-002A.

FISCAL IMPACT

The FY 16 Capital Improvement Program provides funding this project.

RECOMMENDATION

Approval

BACKGROUND

Olsson Associates has prepared the plans and specifications for improvements including grading, storm sewers, pavement, sidewalks, traffic control signage and pavement markings, landscaping restoration and appurtenances.

This work relates to intersection improvements at the Southport Parkway and 125th Street intersection and the Giles Road and Southport Parkway intersection.

The Engineer's Estimate is \$164,136 for the proposed construction work including a 15% contingency. The related engineering services were included in the recent Amendment No. 1 to the professional services agreement with Olsson Associates. An agreement with Pinnacle Bank was recently approved for the acquisition of a small piece of property for additional right of way to construct the improvements. The following schedule is suggested:

Publish Notice to Contractors May 25, June 1 and June 8, 2016

Open Bids June 10, 2016 at 10 A.M. at City Hall

City Council Award Contract June 21, 2016

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR CONSTRUCTION OF THE CITY PARKING DISTRICT ACCESS IMPROVEMENTS – INTERSECTION MODIFICATIONS FOR THE CITY OF LA VISTA.

WHEREAS, the Mayor and Council have determined that construction of the City Parking District Access Improvements – Intersection Modifications is necessary, and

WHEREAS, the FY16 Capital Improvement Program provides funding for the proposed project; and

WHEREAS, Proposals will be due June 10, 2016 with the award of contract date of June 21, 2016;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertisement for bids for construction of the City Parking District Access Improvements – Intersection Modifications for the City of La Vista.

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

NOTICE TO CONTRACTORS

CITY PARKING DISTRICT ACCESS IMPROVEMENTS
PWST 16-002a
CITY OF LA VISTA, NEBRASKA

Sealed proposals will be received by Pamela Buethe, City Clerk of the City of La Vista, at City Hall, 8116 Park View Boulevard, La Vista, Nebraska 68128, until June 10, 2016, at 10:00 A.M., for City Parking District Access Improvements, PWST 16-002a, in and for said City according to plans and specifications for said improvements now on file at the office of the City Clerk. At such hour, or as soon as practicable thereafter, the bids will be opened publicly in the presence of the bidders for furnishing labor, materials, and equipment necessary for the proper construction of this project.

The extent of the work includes earthwork, storm sewer, pavement, sidewalks, traffic control signage and pavement markings, landscaping restoration and appurtenances.

Plans, Specifications and Contract Documents may be examined online at www.standardshare.com. Search for the project name in the Plan Room found at www.standardshare.com. 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.

All work shall be furnished in strict accordance with the plans, specifications and contract documents prepared by Olsson Associates, Engineers for the City of La Vista. All proposals must be submitted on the Proposal form prepared by Olsson Associates. This form is part of the documents that can be obtained at the StandardSHARE web site or offices.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount not less than five (5) 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 perform the work in accordance with this Notice and other contract documents, and will furnish the required bonds in amount equal to 100% of the contract price.

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.

No Bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids. The City of La Vista, Nebraska reserves the right to reject any or all bids and to waive informalities.

ITEM I

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT — EASTERN NEBRASKA OFFICE ON AGING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a contract with the Eastern Nebraska Office On Aging to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County.

FISCAL IMPACT

There is no cost to the city for the nutrition program. The city does pay the Program Coordinator salary.

RECOMMENDATION

Approval.

BACKGROUND

Eastern Nebraska Office On Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to not less than twenty five (25) older adults between the hours of 9:00 a.m. and 1:00 p.m. three (3) days per week on Monday, Wednesday, and Friday.

RESOLUTION NO. _____

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista do hereby authorize the execution of an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA

Subject:	Type:	Submitted By:
AGREEMENT – REDEVELOPMENT PLAN 84 TH STREET REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve an agreement between the City and the La Vista Community Development Agency for demolition, clearance, site preparation and improvements in accordance with the Redevelopment Plan for the 84th Street Redevelopment Area and Initial Redevelopment Project to eliminate and prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan.

FISCAL IMPACT

Funding for the engineering services is anticipated from the redevelopment fund revenue resulting from the additional half cent sales and use tax approved by voters in 2014.

RECOMMENDATION

Approval.

BACKGROUND

The City has been working on the redevelopment of 84th Street since the departure of the Walmart store. The City in 2013 adopted a redevelopment plan which included an Initial Redevelopment Project within a specified Redevelopment Project Area. The Initial Redevelopment Project, to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan, in part provided for the La Vista Community Development Agency to demolish, clear, prepare, improve and dispose of the Initial Redevelopment Project Area or improvements thereon using such funding sources as the Agency or City determines (“Demolition and Site Preparation”).

The work would include building and parking lot demolition, removal and relocation of remaining businesses and public and private utility lines, and rough grading. The Agency would perform the work, which would be funded by the additional half cent sales and use tax or other available sources. The City Engineer would be the project manager. A first step would be obtaining engineering services necessary to prepare plans and specifications and construction phase services for site preparation improvements. Statements of qualifications will be solicited from at least two engineering firms based on their preexisting knowledge of the Brentwood Crossing infrastructure.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA,
APPROVING AN AGREEMENT WITH THE LA VISTA COMMUNITY DEVELOPMENT AGENCY
PURSUANT TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT
AREA**

**WHEREAS, the Community Development Agency ("Agency") consisting of and governed by
the Mayor and City Council of the City of La Vista has been created; and**

**WHEREAS, The City Council, upon recommendation of the Agency and Planning Commission,
on July 16, 2013 approved a Redevelopment Plan for the 84th Street
Redevelopment Area, which included an Initial Redevelopment Project and
demolition, clearance, preparation, improvement, or disposal of the Initial
Redevelopment Project Area or improvements thereon to eliminate or prevent
recurrence of the substandard and blighted area or otherwise carry out the
Redevelopment Plan ("Demolition and Site Preparation"); and**

**WHEREAS, the City Council on behalf of the City of La Vista desires to approve and enter with
the Agency an Agreement for Demolition and Site Preparation.**

**NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista hereby
approves the Agreement presented with this Resolution.**

**BE IT FURTHER RESOLVED, that the Mayor, on behalf of the City, is authorized to execute the
Agreement; and the Mayor, City Administrator, or his or her designee is authorized
to take such further actions as he or she determines necessary or appropriate to
carry out the actions approved herein.**

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

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

AGREEMENT

This Agreement is made and entered into effective as of the ____ day of _____, 2016 by and between the LA VISTA COMMUNITY DEVELOPMENT AGENCY, created pursuant to Neb. Rev. Stat. Section 18-2101.01, ("Agency") and the CITY OF LA VISTA, a Nebraska municipal corporation ("La Vista").

WITNESSETH

WHEREAS, the Agency adopted and recommended to the City, and the City approved, the Redevelopment Plan for the 84th Street Redevelopment Area ("Redevelopment Plan"), which Redevelopment Plan included an Initial Redevelopment Project within a specified Initial Redevelopment Project Area; and

WHEREAS, the Initial Redevelopment Project, to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan, in part provided for the Agency to demolish, clear, prepare, improve, and dispose of the Initial Redevelopment Project Area or improvements thereon using such Funding Sources as the Agency or City determines ("Demolition and Site Preparation"); and

WHEREAS, the City and Agency desire to enter this Agreement to provide for such Demolition and Site Preparation and related funding.

NOW THEREFORE, in consideration of, and based on, the foregoing and the mutual promises and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agency will serve as lead agent and shall contract or otherwise provide for all actions or requirements for Demolition and Site Preparation as determined or approved by the City Engineer. Not in limitation of the foregoing, actions of the Agency as lead agent will include (i) contracting with one or more consultants of its choice for engineering or other services, including without limitation, design, construction and oversight services; (ii) contracting with one or more contractors for carrying out Demolition and Site Preparation or related work or requirements; (iii) entering contracts or obtaining rights or taking other actions connected with relocation of businesses or utilities or as the City Engineer otherwise determines necessary or appropriate. The Agency shall be permitted to enter or execute any contract or instrument or take any other action connected with work or performance under this Agreement without any additional approval or consent required of the City.
2. The City Engineer will be the designated project manager and point of contact for the parties with respect to Demolition and Site Preparation and all work or performance pursuant to this Agreement, which shall include the rights to construe and interpret plans,

designs, specifications, or addenda, inspect the work at any time, and determine whether or not work is satisfactory. Not in limitation of the foregoing, the City Engineer shall be the final arbiter and determine whether performance of work, workmanship, quality of materials, or acceptability of work is satisfactory and in accordance with applicable specifications and contract documents.

3. The City will fund and pay all costs arising under this Agreement, including without limitation, all design, demolition, transportation, disposal, grading, relocation, and construction costs, from proceeds of the additional one-half of one percent local sales and use tax approved by voters in 2014 for public infrastructure projects within the 84th Street Redevelopment Area, or from other available sources.
5. It is the mutual desire and intention of the parties that the Demolition and Site Preparation shall be completed as expeditiously as possible. Accordingly, the parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of the work contemplated by this Agreement as expeditiously as possible.
6. The City, at its cost, will provide such staff and other administrative services to the Agency to carry out this Agreement, Initial Redevelopment Project, or Redevelopment Plan, as amended from time to time, as the City Administrator from time to time determines necessary or advisable.
7. Plans, specifications, and cost estimates as the City Engineer requires shall be presented to the City Engineer for review and approval before related construction bids are advertised. Construction documents shall be subject to review and approval of the City Engineer. All construction and work shall be performed and carried out in accordance with the approved plans, specifications and other documents. Each party shall have the right to separately or jointly assert and enforce any warranty or other right or requirement with respect to any of the work. Each party, upon final completion, testing, certification and acceptance of the work, shall be entitled to a complete copy of all warranties, test results, certifications and any other documents related to the work as from time to time requested.
11. This Agreement shall remain in effect until all of the work has been completed, paid for and accepted, as determined by the City Engineer, unless earlier terminated by the parties; provided, however that any provision hereof requiring any warranty, or requiring any document retention or maintenance with regard to the work or any other performance beyond the end of this Agreement, shall continue in effect and survive after this Agreement terminates. Except as otherwise provided in this Agreement, amendments hereto shall be made in writing adopted and executed by both parties.
13. This Agreement is being entered into by the City and Agency to provide financing for an approved redevelopment project as described above. If the Redevelopment Plan is amended, the Initial Redevelopment Project is modified, or additional redevelopment

projects are adopted, encompassing matters described in this Agreement, this Agreement shall be deemed automatically amended to reflect the Redevelopment Plan or Initial Redevelopment Project amendments or modifications or additional redevelopment projects, and shall continue in full force and effect as amended.

14. The parties to this Agreement shall not in the performance of the terms of this agreement discriminate or permit discrimination against any parties on account of race, national origin, sex, age, disability, or political or religious affiliations in violation of federal or state laws or local ordinances.
15. The City at its cost agrees to indemnify and defend the Agency, and all officials, officers, employees or agents of the City or Agency (“Indemnified Parties”) from and against all claims, costs, liabilities and expenses arising out or resulting from this Agreement or the Redevelopment Plan, as amended from time to time. The City will name Indemnified Parties as additional insureds under its insurance policies. This section shall continue in effect after this Agreement ends.
16. This Agreement shall be subject to approval of the governing body of each party. Nebraska law shall govern this Agreement in all respects
17. Recitals on page 1 above are incorporated into this Agreement by reference. This Agreement contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties.
18. In accordance with the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 1997), if applicable, (i) this Agreement shall expire upon the performance of all the obligations of the parties as described herein; (ii) there shall be no separate legal or administrative entity created to administer this Agreement, and the parties do not contemplate acquiring, holding or disposing of any real or personal property pursuant to this Agreement; provided, however, any property that is acquired shall be owned, held and disposed of by the party providing the acquisition funds; (iii) no separate budget will be established; (iv) this Agreement shall not be terminated before full performance of the parties; (v) any property remaining at the end of this Agreement shall be returned to the party who provided the property or funds to acquire it; (vi) the City Administrator or her designee shall administer this Agreement for the parties.

DATED THIS _____ day of _____, 2016

La Vista Community Development Agency

Douglas Kindig, Mayor
City of La Vista

City of La Vista

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, City Clerk

Date

CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT
MAY 17, 2016 AGENDA

Subject:	Type:	Submitted By:
AGREEMENT – REDEVELOPMENT PLAN 84 TH STREET REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve an agreement between the City and the La Vista Community Development Agency for demolition, clearance, site preparation, improvements and related work and requirements in accordance with the Redevelopment Plan for the 84th Street Redevelopment Area and Initial Redevelopment Project to eliminate and prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan.

FISCAL IMPACT

Funding for the engineering services is anticipated from the redevelopment fund revenue resulting from the additional half cent sales and use tax approved by voters in 2014.

RECOMMENDATION

Approval.

BACKGROUND

The City has been working on the redevelopment of 84th Street since the departure of the Walmart store. The City in 2013 adopted a redevelopment plan which included an Initial Redevelopment Project within a specified Redevelopment Project Area. The Initial Redevelopment Project, to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan, in part provided for the La Vista Community Development Agency to demolish, clear, prepare, improve, and dispose of the Initial Redevelopment Project Area or improvements thereon using such funding sources as the Agency or City determines (“Demolition and Site Preparation”).

The work would include building and parking lot demolition, removal and relocation of remaining businesses and public and private utility lines, and rough grading. The Agency would perform the work, which would be funded by the additional half cent sales and use tax or other available sources. The City Engineer would be the project manager. A first step would be obtaining engineering services necessary to prepare plans and specifications and construction phase services for site preparation improvements. Statements of qualifications will be solicited from at least two engineering firms based on their preexisting knowledge of the Brentwood Crossing infrastructure.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AN AGREEMENT WITH THE CITY OF LA VISTA PURSUANT TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA

WHEREAS, the Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, The City Council, upon recommendation of the Agency and Planning Commission, on July 16, 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area, which included an Initial Redevelopment Project and demolition, clearance, preparation, improvement, or disposal of the Initial Redevelopment Project Area or improvements thereon to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan ("Demolition and Site Preparation"); and

WHEREAS, the City Council acting as the La Vista Community Development Agency desires to approve and enter with the City an Agreement for Demolition and Site Preparation.

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby approves the Agreement presented with this Resolution.

BE IT FURTHER RESOLVED, that the Mayor, on behalf of the Agency, is authorized to execute the Agreement; and the Mayor, City Administrator, or his or her designee is authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016.

LA VISTA COMMUNITY DEVELOPMENT
AGENCY

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, CMC
City Clerk

AGREEMENT

This Agreement is made and entered into effective as of the ____ day of _____, 2016 by and between the LA VISTA COMMUNITY DEVELOPMENT AGENCY, created pursuant to Neb. Rev. Stat. Section 18-2101.01, ("Agency") and the CITY OF LA VISTA, a Nebraska municipal corporation ("La Vista").

WITNESSETH

WHEREAS, the Agency adopted and recommended to the City, and the City approved, the Redevelopment Plan for the 84th Street Redevelopment Area ("Redevelopment Plan"), which Redevelopment Plan included an Initial Redevelopment Project within a specified Initial Redevelopment Project Area; and

WHEREAS, the Initial Redevelopment Project, to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan, in part provided for the Agency to demolish, clear, prepare, improve, and dispose of the Initial Redevelopment Project Area or improvements thereon using such Funding Sources as the Agency or City determines ("Demolition and Site Preparation"); and

WHEREAS, the City and Agency desire to enter this Agreement to provide for such Demolition and Site Preparation and related funding.

NOW THEREFORE, in consideration of, and based on, the foregoing and the mutual promises and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agency will serve as lead agent and shall contract or otherwise provide for all actions or requirements for Demolition and Site Preparation as determined or approved by the City Engineer. Not in limitation of the foregoing, actions of the Agency as lead agent will include (i) contracting with one or more consultants of its choice for engineering or other services, including without limitation, design, construction and oversight services; (ii) contracting with one or more contractors for carrying out Demolition and Site Preparation or related work or requirements; (iii) entering contracts or obtaining rights or taking other actions connected with relocation of businesses or utilities or as the City Engineer otherwise determines necessary or appropriate. The Agency shall be permitted to enter or execute any contract or instrument or take any other action connected with work or performance under this Agreement without any additional approval or consent required of the City.

2. The City Engineer will be the designated project manager and point of contact for the parties with respect to Demolition and Site Preparation and all work or performance pursuant to this Agreement, which shall include the rights to construe and interpret plans,

designs, specifications, or addenda, inspect the work at any time, and determine whether or not work is satisfactory. Not in limitation of the foregoing, the City Engineer shall be the final arbiter and determine whether performance of work, workmanship, quality of materials, or acceptability of work is satisfactory and in accordance with applicable specifications and contract documents.

3. The City will fund and pay all costs arising under this Agreement, including without limitation, all design, demolition, transportation, disposal, grading, relocation, and construction costs, from proceeds of the additional one-half of one percent local sales and use tax approved by voters in 2014 for public infrastructure projects within the 84th Street Redevelopment Area, or from other available sources.
5. It is the mutual desire and intention of the parties that the Demolition and Site Preparation shall be completed as expeditiously as possible. Accordingly, the parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of the work contemplated by this Agreement as expeditiously as possible.
6. The City, at its cost, will provide such staff and other administrative services to the Agency to carry out this Agreement, Initial Redevelopment Project, or Redevelopment Plan, as amended from time to time, as the City Administrator from time to time determines necessary or advisable.
7. Plans, specifications, and cost estimates as the City Engineer requires shall be presented to the City Engineer for review and approval before related construction bids are advertised. Construction documents shall be subject to review and approval of the City Engineer. All construction and work shall be performed and carried out in accordance with the approved plans, specifications and other documents. Each party shall have the right to separately or jointly assert and enforce any warranty or other right or requirement with respect to any of the work. Each party, upon final completion, testing, certification and acceptance of the work, shall be entitled to a complete copy of all warranties, test results, certifications and any other documents related to the work as from time to time requested.
11. This Agreement shall remain in effect until all of the work has been completed, paid for and accepted, as determined by the City Engineer, unless earlier terminated by the parties; provided, however that any provision hereof requiring any warranty, or requiring any document retention or maintenance with regard to the work or any other performance beyond the end of this Agreement, shall continue in effect and survive after this Agreement terminates. Except as otherwise provided in this Agreement, amendments hereto shall be made in writing adopted and executed by both parties.
13. This Agreement is being entered into by the City and Agency to provide financing for an approved redevelopment project as described above. If the Redevelopment Plan is amended, the Initial Redevelopment Project is modified, or additional redevelopment

projects are adopted, encompassing matters described in this Agreement, this Agreement shall be deemed automatically amended to reflect the Redevelopment Plan or Initial Redevelopment Project amendments or modifications or additional redevelopment projects, and shall continue in full force and effect as amended.

14. The parties to this Agreement shall not in the performance of the terms of this agreement discriminate or permit discrimination against any parties on account of race, national origin, sex, age, disability, or political or religious affiliations in violation of federal or state laws or local ordinances.
15. The City at its cost agrees to indemnify and defend the Agency, and all officials, officers, employees or agents of the City or Agency (“Indemnified Parties”) from and against all claims, costs, liabilities and expenses arising out or resulting from this Agreement or the Redevelopment Plan, as amended from time to time. The City will name Indemnified Parties as additional insureds under its insurance policies. This section shall continue in effect after this Agreement ends.
16. This Agreement shall be subject to approval of the governing body of each party. Nebraska law shall govern this Agreement in all respects
17. Recitals on page 1 above are incorporated into this Agreement by reference. This Agreement contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties.
18. In accordance with the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 1997), if applicable, (i) this Agreement shall expire upon the performance of all the obligations of the parties as described herein; (ii) there shall be no separate legal or administrative entity created to administer this Agreement, and the parties do not contemplate acquiring, holding or disposing of any real or personal property pursuant to this Agreement; provided, however, any property that is acquired shall be owned, held and disposed of by the party providing the acquisition funds; (iii) no separate budget will be established; (iv) this Agreement shall not be terminated before full performance of the parties; (v) any property remaining at the end of this Agreement shall be returned to the party who provided the property or funds to acquire it; (vi) the City Administrator or her designee shall administer this Agreement for the parties.

DATED THIS _____ day of _____, 2016

La Vista Community Development Agency

Douglas Kindig, Mayor
City of La Vista

City of La Vista

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, City Clerk

Date

CITY OF LA VISTA
COMMUNITY DEVELOPMENT AGENCY REPORT
MAY 17, 2016 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PREPARATION & SUBMISSION OF REDEVELOPMENT PLAN AMENDMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared for City Council, acting as the Community Development Agency, authorizing amendments to the Redevelopment Plan for the 84th Street Redevelopment Area, and to authorize the Redevelopment Plan Amendment be submitted for review, hearings, recommendations and approvals.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

On February 7, 2012, the City Council adopted Resolution No. 12-011 declaring the 84th Street Redevelopment Area a substandard and blighted area, and in need of redevelopment.

Also on February 7, 2012, the City Council adopted Ordinance No. 1167 creating 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.

Also on February 7, 2012, the City Council acting as the La Vista Community Development Agency adopted Resolution No. 12-012 which authorized the Mayor, on behalf of the Agency, to have a Redevelopment Plan prepared and submitted for review, hearings, recommendations and approvals in accordance with Nebraska Community Development Law. The Redevelopment Plan for the 84th Street Redevelopment Area was completed by Hanna:Keelan Associates, P.C.

On July 16, 2013, the City Council, with recommendation of the Planning Commission and Agency, adopted Resolution No. 13-065 which approved the Redevelopment Plan for the 84th Street Redevelopment Area.

The attached resolution authorizes amendments to be prepared to the Redevelopment Plan and submitted for reviews, hearings, recommendations and approvals.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, AUTHORIZING AMENDMENTS TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA FROM TIME TO TIME TO BE PREPARED AND SUBMITTED FOR REVIEWS, HEARINGS, RECOMMENDATIONS AND APPROVALS IN ACCORDANCE WITH APPLICABLE LAW.

WHEREAS, the Community Development Agency (Agency) consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, The City Council, upon recommendation of the Agency and Planning Commission, on July 16, 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area; and

WHEREAS, the City Council acting as the La Vista Community Development Agency determines that amendments to the Redevelopment Plan for the 84th Street Redevelopment Area from time to time may be necessary or appropriate.

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby authorizes the Mayor, City Administrator, or his or her designee, on behalf of the Agency, to contract for or otherwise cause amendments to the Redevelopment Plan for the 84th Street Redevelopment Area from time to time to be prepared, and submitted for reviews, hearings, recommendations and approvals in accordance with applicable Nebraska law, including but not limited to NRS Sections 18-2101 through 18-2154, as the Mayor, City Administrator, or his or her designee determines necessary or appropriate.

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, or his or her designee is authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ITEM 

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA**

Subject:	Type:	Submitted By:
POSITION DESCRIPTION UPDATED	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

The position description for the Executive Assistant position has been updated and is attached for your review.

FISCAL IMPACT

This is currently a budgeted position.

RECOMMENDATION

Approval.

BACKGROUND

A job description update is proposed for the Executive Assistant position at City Hall which is currently vacant. The Executive Assistant performs highly responsible and confidential administrative support for the City Administrator, Mayor and City Council and designated administrative staff.

We currently review and evaluate all open positions in order to make recommendations regarding possible updates. Consequently, we have made some changes to the Executive Assistant position description. Based on our recent hiring experience for this position and area salary comparison research, we have made some changes to the position description and adjusted the salary range.

POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Executive Assistant

POSITION REPORTS To: City Administrator

POSITION SUPERVISES:

DESCRIPTION:

The Executive Assistant performs highly responsible and confidential administrative support for the City Administrator, the Mayor and City Council, and designated Administrative staff.. This is an advanced administrative position distinguished from other administrative positions by the higher level complexity of assignments and broad scope of responsibility working with a high level of sensitive and confidential matters. Assignments require independent judgment and involve high-level interactions with executive management and elected officials.

ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Provides administrative support to the City Administrator including: drafting and distributing correspondence, organizing and maintaining records/files, analyzing and preparing routine staff reports and documents; scheduling and coordinating meetings; and attending meetings and drafting minutes.
2. Completes a broad variety of administrative tasks for the Mayor including: managing an active calendar of appointments and ensuring that the Mayor is adequately prepared for appearances and that his/her schedule is followed and respected; maintaining an email account; drafting correspondence; and arranging travel plans, itineraries and agendas.
3. Builds effective working relationships with elected officials, city leaders, managers and other city staff.
4. Acts as the liaison between the city administrator and various city committees to ensure that meeting schedules, minutes and work results are reported in an accurate and timely manner.
5. Ensures accurate and timely information flow between the City Administrator, Mayor and City Council, and other city staff.
6. Researches, prioritizes and follows up on incoming issues and concerns addressed to the Mayor, City Council and City Administrator, including those of a sensitive or confidential nature. Determines appropriate course of action, referral or response that sometimes requires considerable sensitivity, discretion, judgment or negotiation in replying to and/or presenting or requesting information.
7. Assists with planning, coordinating and monitoring special programs or projects initiated by city leaders.
8. Prioritizes conflicting needs; handles matters expeditiously, proactively and follows through on projects to successful completion, often with deadline pressures.
9. Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.
10. Provides administrative support for other Administration staff as necessary.
11. Makes travel arrangements; arranges meetings and conferences for City Hall Administrative staff members including scheduling and preparing appropriate meeting space, ordering catering, assisting with materials, presentations, technology and other resources as requested or as the situation dictates.
12. Works directly with the City Council on a continuing basis performing such tasks as: coordinating activities and event participation; providing miscellaneous clerical support as requested; making travel arrangements, lodging and meal planning as needed; and maintains discretion in relationships with all City Council Members.
13. Conducts or assists with special projects and performs other duties as assigned or as the situation dictates.

Note: Physical examination and drug screening tests will follow all conditional offers of employment.

ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

1. Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
2. While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
3. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
4. Must be able to hear and understand voices at normal conversational levels.

EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE

1. Associate degree in any area or equivalent.
2. Strong work tenure. Three (3) or more years of increasingly responsible experience in office and administrative support procedures and processes. Work for management personnel under the supervision of a top manager in the organization preferred.
3. Any equivalent combination of education, training and experience which provides the requisite knowledge, skills and abilities for this job may be substituted for evaluation at the discretion of city management.

KNOWLEDGE, SKILLS AND ABILITIES

1. Knowledge of modern office procedures, methods and equipment including Microsoft Office (Outlook, Word, Excel & Power Point), Adobe Acrobat and other program applications appropriate to assigned duties.
2. Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
3. Strong organizational skills that reflect ability to perform and prioritize multiple tasks seamlessly with proven accuracy and attention to detail.
4. Expert level written and verbal skills.
5. Proven ability to handle confidential information with discretion, be adaptable to various competing demands and demonstrate the highest level of customer/client service and response.
6. Emotional maturity and conflict resolution skills.
7. Ability to understand, organize, index and reference a wide variety of administrative information and records.
8. Basic mathematical skills.
9. Flexibility, excellent interpersonal skills, ability to work well with all levels of internal management and staff as well as members of the public and vendors.
10. Demonstrated proactive approaches to problem-solving with strong decision-making capability and ability to exercise good judgment in a variety of situations and balance among multiple priorities.
11. Highly resourceful team-player with the ability to be extremely effective independently.
12. Demonstrated ability to achieve high performance goals and meet deadlines in fast paced environment.
13. Forward looking thinker, who actively seeks opportunities and proposes solutions.
14. Ability to type or enter data at a speed necessary for successful job performance.
15. Ability to explain complex problems and situations in an understandable manner and apply common sense understanding in carrying out written and oral instructions.
16. Ability to work a varying schedule, including evenings and weekends.
17. Ability to establish and maintain effective working relations with elected and appointed officials and the public.
18. Ability to maintain regular and dependable attendance on the job.

Pay Range: 175
Date: 5/18/2016
Non-Exempt

Disclaimer:

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

I have read and understand the requirements of this position description.

Signature

Date