

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING February 7, 2017

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 February 7, 2017. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Administrative Services Pokorny, Community Development Director Birch, Director of Public Works Soucie, Assistant Public Works Director/City Engineer Kottmann, Library Director Barcal, Recreation Director Stopak, and Human Resources Manager Garrod.

A notice of the meeting was given in advance thereof by publication in the Times on January 25, 2017. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

SWEAR IN POLICE OFFICER – KARL MEISTER

Mayor Kindig swore in Karl Meister as a Police Officer for the La Vista Police Department.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JANUARY 17, 2017 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE DECEMBER 21, 2016 PARK AND RECREATION ADVISORY COMMITTEE MEETING
4. APPROVAL OF THE MINUTES OF THE JANUARY 12, 2017 LIBRARY ADVISORY BOARD MEETING
5. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – BIG PAPIO CREEK SIPHON REPAIR - \$907.18
6. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – 72ND STREET AND THOMPSON CREEK CULVERT REHABILITATION – \$2,563.10
7. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES - LA VISTA CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE - \$17,760.37
8. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES - LA VISTA 84TH STREET REDEVELOPMENT SITE PREPARATION - \$11,166.05
9. REQUEST FOR PAYMENT – SUCCESSFACTORS, INC. – PERFORMANCE SOFTWARE AND SUPPORT - \$9,533.89
10. REQUEST FOR PAYMENT – ANDERSON EXCAVATING – CONSTRUCTION SERVICES – DEMOLITION & SITE PREPARATION – MIXED USE REDEVELOPMENT PROJECT AREA - \$211,077.00
11. RESOLUTION – PURCHASE ICE CONTROL SALT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT FROM NEBRASKA SALT & GRAIN COMPANY, GOTHENBURG, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$18,750.00

WHEREAS, the City Council of the City of La Vista has determined that the purchase of ice control salt is necessary; and

WHEREAS, the FY 17 General Fund Budget provides funding for this purchase; and

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WHEREAS, the ice control salt is used by Public Works for winter operations; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt from Nebraska Salt & Grain Company, Gothenburg, Nebraska in an amount not to exceed \$18,750.00.

12. APPROVAL OF CLAIMS

ABOUT FENCE LLC, services	\$620.00
ACTION BATTERIES, maint.	\$595.85
AMERICAN HERITAGE LIFE INS CO, services	\$1,419.13
ANDERSON EXCAVATING CO, services	\$111,156.30
ARBOR DAY FOUNDATION, services	\$15.00
ASPHALT & CONCRETE MATERIALS, services	\$400.90
ATLAS AWNING CO INC, bld&grnds	\$2,490.00
AUSTIN PETERS GROUP INC, services	\$2,700.00
BADGER BODY, services	\$253.26
BAKER & TAYLOR, books	\$68.99
BAXTER CHRYSLER DODGE JEEP, maint.	\$50.40
BISHOP BUSINESS EQUIPMENT, services	\$2,047.47
BKD LLP, services	\$5,500.00
BLACK HILLS ENERGY, utilities	\$7,096.26
BOARD OF EXAMINERS-CTY HWY, services	\$50.00
BRITE IDEAS DECORATING, services	\$25,900.00
CASCADEN, T., travel	\$83.00
CATHERINE DEMES MAYDEW, services	\$975.00
CENTER POINT PUBLISHING, books	\$259.44
CENTURION TECHNOLOGIES, services	\$162.52
CENTURY LINK BUSN SVCS, phones	\$102.50
CENTURY LINK, phones	\$286.78
CITY OF OMAHA, services	\$162,979.62
CITY OF PAPILLION, services	\$8,500.55
CLASS C SOLUTIONS GROUP, maint.	\$149.39
COMP CHOICE INC, services	\$231.50
CONTROL MASTERS INC, bld&grnds	\$251.33
CORNHUSKER INTL TRUCKS, maint.	\$2,799.19
CORNHUSKER STATE INDUSTRIES, services	\$50.20
COX COMMUNICATIONS, phones	\$316.00
COX COMMUNICATIONS, phones	\$490.95
CULLIGAN OF OMAHA, services	\$23.00
DAIKIN APPLIED, bld&grnds	\$667.67
DATASHIELD CORP, services	\$26.04
DEARBORN NAT'L LIFE INS, services	\$1,116.00
DH WIRELESS SOLUTIONS, services	\$1,157.79
DIGITAL ALLY INC, services	\$7,020.00
DITCH WITCH OF OMAHA, services	\$838.40
DOUGLAS CTY SHERIFF'S OFC, services	\$150.00
EDGEWEAR SCREEN PRINTING, apparel	\$263.50
EMBASSY SUITES HOTEL, services	\$309.75
ENCOM WIRELESS DATA SOLUTIONS, services	\$2,317.50
ENTERPRISE LOCKSMITHS INC, services	\$66.00
EXCEL PHYSICAL THERAPY, services	\$50.00
EXPRESS ENTERPRISES, bld&grnds	\$85.00
EYMAN PLUMBING INC, services	\$1,850.55
FILTER CARE, bld&grnds	\$88.05
FIRST NATIONAL BANK FREMONT, bonds	\$54,131.25

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FOCUS PRINTING, services	\$75.00
FRED PETERSON, services	\$590.00
GALE, books	\$127.45
GALLS LLC, apparel	\$1,497.52
GCR TIRES & SERVICE, maint.	\$128.99
GCSAA, services	\$375.00
GENERAL FIRE & SAFETY EQUIP CO, bld&grnds	\$1,751.00
GRAYBAR ELECTRIC CO INC, bld&grnds	\$100.02
GROSSENBACHER BROTHERS INC, services	\$285.00
H & H CHEVROLET LLC, maint.	\$724.85
HANEY SHOE STORE, apparel	\$150.00
HOCKENBERGS, supplies	\$230.34
HSMC ORIZON LLC, services	\$2,100.87
HUNTEL COMMUNICATIONS, INC, services	\$145.00
ICSC-INTL COUNCIL OF SHPG CTRS, services	\$100.00
INGRAM LIBRARY SERVICES, books	\$2,412.01
INSIGHT PUBLIC SECTOR, services	\$4,073.04
IPMA, services	\$397.00
JEBRO INC, services	\$21.00
KINDIG, D., travel	\$28.40
KRIHA FLUID POWER CO INC, maint.	\$217.02
LEAGUE OF NE MUNICIPALITIES, services	\$100.00
LIBRARY IDEAS LLC, books	\$4.00
LIGHT AND SIREN, services	\$350.00
LINCOLN NAT'L LIFE INS, services	\$9,885.58
MAPA-METRO AREA PLANNING AGENCY, services	\$96.00
MATHESON TRI-GAS INC, services	\$439.89
MAX I WALKER UNIFORM RENTAL, apparel	\$1,159.80
MBC CONSTRUCTION, services	\$112,734.86
MENARDS-RALSTON, bld&grnds	\$161.75
METRO AREA TRANSIT, services	\$426.00
METRO CHIEFS ASSN, services	\$35.00
METRO COMM COLLEGE, services	\$15,880.15
MIDWEST DISTRIBUTING CORP, services	\$299.75
MILLER PRESS, services	\$155.00
MNJ TECHNOLOGIES DIRECT INC, services	\$454.00
MPH INDUSTRIES INC, services	\$2,198.00
MUD, utilities	\$2,095.28
NAT'L EVERYTHING WHOLESALE, supplies	\$471.90
NE DEPT OF REVENUE, lottery taxes	\$90,672.00
NE GOLF COURSE SUPERINTENDENTS, services	\$125.00
NE WELDING LTD, services	\$22.88
NEFF TOWING INC, services	\$235.00
NMC EXCHANGE LLC, services	\$86.19
OAKHAVEN HOMES INC, services	\$25,000.00
OCLC INC, media	\$129.42
OFFICE DEPOT INC, supplies	\$788.54
O'KEEFE ELEVATOR CO INC, services	\$1,135.22
OMAHA COMPOUND CO, supplies	\$46.94
OMAHA PNEUMATIC EQUIPMENT CO, services	\$390.35
OMAHA SLINGS INC, services	\$172.25
OMNIGRAPHICS INC, books	\$245.55
ONE CALL CONCEPTS INC, services	\$152.64
PAYFLEX SYSTEMS USA INC, services	\$527.80
PAYLESS OFFICE PRODUCTS INC, supplies	\$179.94
PETTY CASH, supplies	\$233.08
PLAINS EQUIPMENT GROUP, services	\$282.33
PLUTA, D., travel	\$238.00
PUBLIC AGENCY TRAINING COUNCIL, services	\$375.00
REGAL AWARDS OF DISTINCTION, services	\$84.80

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RETRIEVEX, services	\$125.61
ROBERT S LAUSTEN JR, services	\$140.00
RR DONNELLEY, supplies	\$485.13
SAPP BROS PETROLEUM INC, services	\$345.00
SARPY COUNTY TREASURER, services	\$3,109.25
SCARPA, D., travel	\$238.00
SCHEMMER ASSOCIATES INC, services	\$1,959.10
SIGN IT, services	\$12.00
SINNETT, J., travel	\$330.00
SOUCIE, J., travel	\$24.00
SPRINT, phones	\$119.97
STANDARD HEATING & AIR COND, bld&grnds	\$1,184.00
SUBURBAN NEWSPAPERS INC, services	\$43.00
SUNDBERG AMERICA, services	\$25.19
TED'S MOWER SALES, services	\$380.59
THOMPSON DRESSEN & DORNE, services	\$36,853.22
TRANS UNION RISK, services	\$25.00
TY'S OUTDOOR POWER, services	\$80.95
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
UNITED PARCEL, services	\$51.72
UPSTREAM WEEDS, services	\$825.00
V & V MANUFACTURING INC, services	\$155.85
VAL VERDE ANIMAL HOSPITAL INC, services	\$89.31
VERIZON WIRELESS, phones	\$219.10
VERMEER HIGH PLAINS, services	\$49,813.00
WAL-MART, supplies	\$2,276.99
WHITE CAP CONSTR SUPPLY, apparel	\$20.00
WICK'S STERLING TRUCKS INC, maint.	\$607.29
WOODHAVEN COUNSELING ASSOCS, services	\$340.00
ZIMCO SUPPLY CO, supplies	\$406.21

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

MAYOR'S YOUTH LEADERSHIP COUNCIL REPORT

Emma Williams, President of the Mayor's Youth Leadership Council gave a report on Council activities.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Director of Administrative Services Pokorny gave an update on the new BS&A software.

Police Chief Lausten gave Council some history regarding newly sworn in Officer Karl Meister. Lausten also reported on the Sergeant hiring process, which is currently underway.

Rocky Henkel advised utility flags are up on Park View Boulevard, 81st and Birch to 85th and Park View Boulevard.

B. ORDINANCE -- CREATION OF OFF STREET PARKING FACILITIES -- 84TH STREET REDEVELOPMENT AREA

Councilmember Quick introduced Ordinance No. 1301 entitled; AN ORDINANCE PROVIDING FOR THE CREATION OF VEHICLE OFFSTREET PARKING DISTRICT NO. 2 OF THE CITY OF LA VISTA, NEBRASKA, AND OFFSTREET PARKING FACILITIES IN THE 84TH STREET REDEVELOPMENT AREA; MAKING DETERMINATIONS WITH RESPECT TO THE PUBLIC HEALTH, WELFARE,

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CONVENIENCE AND NECESSITY OF SUCH DISTRICT AND FACILITIES; DETERMINING THE OUTER BOUNDARIES OF SUCH DISTRICT; SPECIFYING POTENTIAL SOURCES OF FUNDS; SETTING FORTH THE CITY ENGINEER'S ESTIMATE OF THE SUM OF MONEY TO BE EXPENDED; PROVIDING NOTICE OF REFERENDUM AND LIMITED REFERENDUM RIGHTS; PROVIDING FOR THE PUBLICATION AND EFFECT OF THIS ORDINANCE.

Councilmember Hale moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title, discussion was held, and thereafter Councilmember Frederick moved for final passage of the ordinance which motion was seconded by Councilmember Quick. The Mayor then stated the question, "Shall Ordinance No. 1301 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. ORDINANCE – CREATION OF OFF STREET PARKING FACILITIES – NEAR 120TH STREET AND GILES ROAD

Councilmember Thomas introduced Ordinance No. 1302 entitled; AN ORDINANCE PROVIDING FOR THE CREATION OF VEHICLE OFFSTREET PARKING DISTRICT NO. 3 OF THE CITY OF LA VISTA, NEBRASKA, AND OFFSTREET PARKING FACILITIES IN THE VICINITY OF INTERSTATE 80, NORTH OF 120TH STREET AND EAST OF EASTPORT PARKWAY; MAKING DETERMINATIONS WITH RESPECT TO THE PUBLIC HEALTH, WELFARE, CONVENIENCE AND NECESSITY OF SUCH DISTRICT AND FACILITIES; DETERMINING THE OUTER BOUNDARIES OF SUCH DISTRICT; SPECIFYING POTENTIAL SOURCES OF FUNDS; SETTING FORTH THE CITY ENGINEER'S ESTIMATE OF THE SUM OF MONEY TO BE EXPENDED; PROVIDING NOTICE OF REFERENDUM AND LIMITED REFERENDUM RIGHTS; PROVIDING FOR THE PUBLICATION AND EFFECT OF THIS ORDINANCE.

Councilmember Quick moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title, discussion was held, and thereafter Councilmember Frederick moved for final passage of the ordinance which motion was seconded by Councilmember Hale. The Mayor then stated the question, "Shall Ordinance No. 1302 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. RESOLUTION - AUTHORIZE ADVERTISEMENT OF BIDS – GOLF COURSE TRANSFORMATION PHASE 1 GRADING

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-011; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR PHASE 1 GRADING WORK ASSOCIATED WITH THE GOLF COURSE TRANSFORMATION.

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WHEREAS, the Mayor and Council have determined that grading for the proposed regional recreational area is necessary, and

WHEREAS, the FY17 and FY18 Capital Improvement Program budgets provide funding for the proposed project; and

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors	February 15 and February 22, 2017
Open Bids	February 27, 2017 at 10:00 am
Council Award Contract	March 7, 2017

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista Nebraska hereby authorize the advertisement for bids for Phase 1 Grading Work associated with the Golf Course Transformation.

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

E. RESOLUTION - AUTHORIZE PURCHASE - COMPUTER EQUIPMENT

Councilmember Hale introduced and moved for the adoption of Resolution No.17-012; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TECHNOLOGY RELATED ITEMS FROM WESTERN STATES CONTRACTING ALLIANCE (WSCA), DELL AND EN POINTE IN AN AMOUNT NOT TO EXCEED \$38,690.28.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of technology related items is necessary; and

WHEREAS, the FY 17 Computer Budget provides funding for the proposed Information Technology purchases; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of technology related items, from Western States Contracting Alliance (WSCA), Dell and En Pointe in an amount not to exceed \$38,690.28.

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

F. DISCUSSION - PAY MATRIX

City Administrator Gunn provided and explained handouts regarding the pay matrix. Discussion was held regarding the pay matrix categories, comparisons and percentages.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

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G. EXECUTIVE SESSION - STRATEGY SESSION - POTENTIAL REAL ESTATE ACQUISITION

At 7:58 p.m. Councilmember Crawford made a motion to go into executive for protection of the public to discuss potential real estate acquisition. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:54 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sheehan reminded Council of the Legislative Coffee on February 17. Sheehan proposed an idea for the Mayor's Youth Council to be involved in creating an App of what is on 84th Street. Sheehan also suggested that the Mayors Youth Council be invited to the annual Employee Recognition Dinner.

Mayor Kindig stated he would be testifying as neutral regarding LB546 and LB126 at the State Legislature on February 9th.

At 8:58 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

COPY

A-3

PLANNING COMMISSION MINUTES
JANUARY 19, 2017-7:00 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, January 19th, in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Gayle Malmquist 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, Harold Sargus, Mike Circo, Kathleen Alexander, Jason Dale and Jackie Hill. Members absent were: None. Also in attendance were Chris Solberg, City Planner; Meghan Engberg, Permit Technician; 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.

Approval of Meeting Minutes – December 8, 2016

Krzywicki moved, seconded by *Miller* to approve the December 8, 2016 minutes. **Ayes: Sargus, Krzywicki, Miller, Malmquist, Circo, Wetuski, Alexander, and Dale. Nays: None. Abstain: Hill and Gahan. Absent: None. Motion Carried. (8-0-2)**

2. Old Business

None.

3. New Business

A. Public Hearing for Conditional Use Permit for a Private Recreation Facility – Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, Township 14 North, Range 12 East, of the 6th P.M. – Omaha Multi-Sport Complex

- i. Staff Report – Chris Solberg:** Solberg that the applicant, Nebraska Multisport Complex Board of Directors, is requesting a Conditional Use Permit to develop and operate a private recreational facility. The proposed Nebraska Multisport Complex consists of an Athletic Center and outdoor facilities including playing fields, pools and tennis courts. The indoor facility is composed of four components: Aquatics (known as the Natatorium), Tennis; Sports Medicine, Performance, Training and Fitness; and a Fieldhouse. The applicant is requesting the Conditional Use Permit for property described as Tax Lots 11 and 15,

together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, Township 14 North, Range 12 East, of the 6th P.M., Sarpy County, Nebraska. Staff recommends approval of the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

- ii. **Applicant Presentation:** Trish Hoffman-Ahrens, a representative of the applicant, came up and spoke on behalf of the project. She thanked the commission for letting her speak and then introduced a couple of more people that she brought with her. Hoffman-Ahrens said that she wanted to give an overview of the project, so they can understand the scope and its purpose, its mission and the importance for having this recreational facility. She said that this will be a community-based, high performance sports complex, with swimming, soccer, tennis and a variety of field sports. Hoffman-Ahrens then showed a video showing the inspiration of the project. She mentioned that the video showed local teams, clubs and athletes. She said that the video shows that we need this facility because we have a substantiated community need in the areas of swimming and field sports, so that we can help our athletes regardless of their age, hone and enjoy their sport. This will give them to opportunity to play and train for their sport right here at home. She mentioned that today, people leave the state to train and get ready for the collegiate level stage and will leave due to the lack of facilities in this state. This facility will allow for people of all skill levels and ages to stay right here and take care of that training. Their mission is really all about raising that level of participation and performance and to provide an opportunity, for youth, adults, and seniors to ensure that there is accessibility regardless of their age, their ability or their social-economic status to host local, regional and national athletic events and to provide positive economic growth for the City of La Vista, Sarpy County and the State of Nebraska. Trish showed a slide providing an aerial view of the site. They will be developing approximately 153 acres. There will be 12 outdoor regulation soccer fields, which will also be able to be used for other field activities due to being multi-lined. Additionally, there is an athletic hub which has four components; the tennis courts; the Natatorium, which will contain multiple bodies of water; a support center, which is really for sports medicine and sports performance; and an indoor regulation sized field. Trish then showed a slide of the pools and explained the sizes and different uses for each pool as well as 3,000 seats for spectator use. She then showed a slide of the Support Center, which will have a sports medicine component to it. Trish then explained the field house components and that it will be used for a variety of things, such as practice, training, sporting events, etc. The indoor tennis will have 6 indoor courts and approximately 300 seats. These seats will be elevated and will allow for people to see onto the 6 courts and onto the courts outside as well. There will also be locker rooms and offices below that as well. Trish went on to explain the different events they plan on having and how many of each event that they are anticipating. She said that means that 42-45 weeks out the year will be dedicated to hosting events regionally and locally, while still allowing daily use. Trish brought up an economic impact study that was done by the University of Nebraska and they are anticipating that the facility will bring in \$18 million dollars in the first year. She then talked about how the location is ideal regionally and that there is great interstate access from I80 and great visibility. The facility will have approximately 1800 parking spaces, but they will have

access to public parking across from Cabela's and have an agreement with Embassy Suites. This will give them access to over 3000 parking spaces in total. They are also hoping that this facility will allow them to provide expansion of park and rec activities with the City of La Vista, as well as offering business health and wellness programs with surrounding businesses in the community. She then brought up this facility helping to put La Vista, Sarpy County and the State of Nebraska on the map as an amateur sports destination. It provides significant public relations and media to the area, as well as stimulating economic and community growth.

iii. **Public Hearing – Opened by Malmquist**

Malmquist closed the Public Hearing. No members of the public were present.

Krzywicki brought up the soccer fields in Council Bluffs and asked if Hoffman-Ahrens has ever utilized those facilities with the organization that she is a part of.

Hoffman-Ahrens said that they have not utilized those fields. She then mentioned that the fields at the complex will be turf, which means that they will be able to be utilized more often since they are not grass fields, which require more rest and less usage.

Krzywicki then asked about the fields being regulation sized and asked what the lowest aged group playing on the fields would be.

Hoffman-Ahrens said they will be able to do all ages because they will be able to divide up the fields to accommodate all age players.

Krzywicki asked how the facility will be managed as far as use fees, how they get on a list to use the facilities. He asked if they would need to be registered with their own programs or would they be able to be used by contract users who aren't part of their group.

Hoffman-Ahrens said that the life blood of the complex is serving clubs, team and school districts. She mentioned that Creighton and UNO will also use that facility. They will come in and they will have user agreements, which will be based on the number of hours or lanes that they desire. They will use a master scheduler to work through all those details. They have anchor users already for the facility and will then have secondary users that will use the facility for tournaments and other events.

Solberg then asked Trish if she wanted to talk about the pool out back.

Trish mentioned that they have 2 outdoor pools. One of them is the 2012 US Swim Trials warm up pool and the other will be a community pool for the City of La Vista. She said that they are in talks with the city now on what that looks like and want to provide that 0 depth entry pool for infants and young parents. They will have an area for toddlers that will have structures in there for them to play on and a deeper component for adults and teens, as well as some play structures in that area.

Hill asked why the facility would not be able to host national events.

Hoffman-Ahrens said that it's because they don't have enough seats. She then brought up that they will be hosting some national events, but on a smaller scale.

Sargus asked if they already have contracts and agreements in place.

Hoffman-Ahrens said that they are working on those User Agreements now and are gearing up to do the bidding on those national events. She said that they will start to do that bidding in the next 6-8 months and those will be secured for late 2019 and 2020.

Sargus asked when the facility was supposed to be operational and running.

Hoffman-Ahrens said October of 2018.

Dale asked if the project was fully funded at this stage.

Hoffman-Ahrens said that they are working with the City on the financial structure right now.

Circo asked why basketball, baseball and volleyball were omitted from the Multisport Complex.

Hoffman-Ahrens said that their initial intent has always been aquatics first, tennis second and then soccer came in at the end. She said that they did some very comprehensive feasibility studies so that they would understand long term sustainability for the complex itself. They were looking for what facilities we were greatly lacking, that were significantly outdated and that were greatly impacting athletes in those areas to compete. She said that they found that swimming and soccer were in the highest demands for facilities. As far as the tennis courts were concerned, there was a lack of indoor courts that were available for use by everyone. They wanted to provide facilities that were complimentary and not competing with other facilities in the community.

Gahan asked if the train track ran through the center of the facility.

Hoffman-Ahrens said that it does.

Gahan asked what they are doing to ensure the safety of their visitors.

Tim Holland came up and said that they have development on both sides of the train track and there is an existing bridge structure that allows passage underneath that bridge. They will be fencing off that area on both sides for controlled access and they will limit the traffic to pedestrian only underneath the track.

Gahan asked if this would be a slowdown zone for the train as it goes through.

Holland said that it will not.

Gahan asked if the track is lower than the fields.

Holland said that it's actually both conditions. He said that it doesn't seem like the train goes very fast when they've been out at the site.

Kottmann brought up the fatality that had happened last summer in that vicinity and that they have had various meetings with Burlington Track and their legal counsel after that happened and talked about the new development. Burlington indicated that they felt the development would be beneficial because a lot of what happens today is hidden or clandestine behavior. With this project, it would actually keep more eyes on that area and provide a higher degree of visibility to the track, which will help discourage those activities.

Gahan asked if they will have their own in-house security to monitor the facility.

Hoffman-Ahrens said that those are details that are still being worked out.

Krzywicki asked if during the daytime, where there are not a lot of things booked, will there be security there to prevent people from walking and doing things on their field.

Hoffman-Ahrens said that that is another thing that is being worked out.

Hill brought up that it was mentioned that there will be approximately 1800 parking spaces and that 60 are designated as employee parking and wanted to know if those are specifically for employees or is the public able to use them too.

Hoffman-Ahrens said that they have an area for daily users and that they have a number of different accesses. The spots are designated for employee use, but if they needed to be used for something else, they certainly could be.

Hill then asked if they have been in touch with the other vendors about using their parking and if they were in agreement with them using them.

Hoffman-Ahrens said that they have spoken with them and worked out use of those spots.

Sargus asked if the way in and way out was from the Giles side only.

Hoffman-Ahrens said that it is accessible from Eastport Parkway as well. She then pointed out other access points on the slide.

Hill pointed out a soccer field and asked how close the corner was to the drive.

Hoffman-Ahrens said that it was about 40-50 feet.

Miller asked if there were any benefits to a citizen of La Vista for swimming lessons, soccer, etc.

Hoffman-Ahrens said that there absolutely is. She mentioned that they are a nonprofit and their rates are affordable and that a citizen of La Vista would have

a discounted rate above that. She said that this in works with the City and the City Staff as they work through their agreements.

Miller asked how they would advertise that to the citizens.

Hoffman-Ahrens said that they will have a website where they can sign up, use of PR and advertisements, flyers, etc.

Wetuski asked if they were going to run everything or is the City going to help facilitate leagues and events.

Hoffman-Ahrens said that they are running the facility, that it is their management team and management expertise that will run the facility. They are looking into board expansion and imagine having a position on the Board of Directors for the City of La Vista.

Hill asked about disadvantaged youth and if there were any allowances for them.

Hoffman-Ahrens said that there is a scholarship fund set aside for people to apply for. They want this facility to be accessible for everyone. She said that they also know there are foundation grants available for economically disadvantaged youth.

Gahan mentioned that they have Omaha Multisport Complex as the business name.

Hoffman-Ahrens said that that is their legal name because they originally filed for business in 2012. They do have an official DBA, which is Nebraska Multisport Complex and that is how they do business. They are a nonprofit with renaming capabilities, so the facility could always end up being named something else.

Gahan asked if the City has any ownership.

Hoffman-Ahrens said that they are working that out with the City, but that that question needed to be deferred to the City.

Solberg said that the agreements haven't been finalized yet, but reminded the commission that they are not looking at that, but the land use.

Sargus asked about the traffic and mentioned that studies were done and asked if everyone felt comfortable with that. He wanted to know if the traffic from Werner field would come through the hotel and create issues.

Kottmann said that several traffic impact studies have been done so far and have shown that there is a need to improve capacity on Giles Rd. There is a project in the CIP for the widening of Giles Rd. from Eastport Pkwy. to the interchange, but in order for that to happen there needs to be some cooperation from the Nebraska Dept. of Roads. They've also looked at intersection improvements at Eastport and Southport that need to be done. He said that they are also looking at improving traffic signals and have been conducting other traffic studies as well.

Hill brought up the railroad and asked if they have ever indicated what their speed is going through there. She said that her residence is adjacent to the track and that some of the trains seem to move very quickly. She asked if they had had any conversation with them about putting a slowing in that area.

Hoffman-Ahrens said that they have had conversations with Burlington, along with Kottmann and the City in conjunction with their architects, and their first plan of attack was really the under path the Tim had mentioned earlier and understanding pedestrian safety and access to both sides of the site itself. She said that they did ask about scheduling and understand that there will be about 12 trains in a 24 hour period that go through. She also mentioned that the trains can go up to 55 mph, but that it is in a quiet zone. She said that safety is their main concern and that they have time to work with Burlington on those issues and will have further discussion as time passes.

Wetuski asked if there will be any room for seat expansion on the Natatorium.

Hoffman-Ahrens said no, but that they can always put in some tip and rolls if need be.

Solberg said that any major expansion like that would have to come back to amend the CUP.

- iv. Recommendation:** Krzywicki moved, seconded by Sargus to recommend approval of the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance. **Ayes:** *Sargus, Krzywicki, Miller, Malmquist, Circo, Wetuski, Alexander, Hill, and Gahan.* **Nays:** *None.* **Abstain:** *Dale.* **Absent:** *None.* **Motion Carried. (9-0-1)**

4. Comments from the Floor

None. No members of the public were present.

5. Comments from the Planning Commission

Gahan asked about Marco's pizza no longer being there.

Solberg said that Marco's and Family Video have closed, but that we have received an application for an uricare at that location. He mentioned that the Subway will stay.

Krzywicki asked if there has been any discussion with the owner of Brentwood Square, so it doesn't go into a disrepair situation like the Walmart did.

Solberg said that they are in constant contact with the leasing agent on that site and that there have been some improvements on that site.

6. Comments from Staff

A. Reminder that 2017 Officers will be elected at the February meeting.

Solberg mentioned the demolition on 84th Street and mentioned that the developer is looking at starting construction in the next few months.

Solberg also thanked the Planning Commission for all of their help and efforts with everything that has come up lately.

Solberg brought up NPZA coming up in March and that members are promoted to go to the conference and to contact Meghan if interested in going.

7. Adjournment

Malmquist adjourned at 8:10 p.m.

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chairperson

Approval Date

\\Lvdcp01\Users\Community Development\Planning Department\Planning Commission\Minutes\2015\5-28-2015PC Minutes - Draft.Docx

A-4

City of La Vista
Park & Recreation Advisory Committee Minutes
January 18, 2017

A meeting of the Park and Recreation Advisory Committee for the City of LaVista convened in open and public session at 7:00 p.m. on January 18, 2017. Present was Director Scott Stopak, Assistant Director David Karlson, Denny Dinan from Recreation Dept., and Jeff Thornburg from Public Works. Advisory Board Members present were Chairperson Pat Lodes, Members Greg Johnson and Gene Svensen, and Jeff Kupfer.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on January 11, 2017. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated, in advance notice, to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

CALL TO ORDER

Director Stopak called the meeting to order.

Stopak led the audience in the Pledge of Allegiance.

Stopak made an announcement of the location of the posted copy of the Open Meetings Act for public reference and read the Emergency Procedures Statement.

A. CONSENT AGENDA

1. Director Stopak asked for a motion to approve the Minutes and Program Information from the December 21, 2016 meeting. Motion made by Chairperson Lodes. Seconded by Member Svensen. All Aye. Motion carried.

2. REPORTS FROM RECREATION DIRECTOR AND STAFF

- Assistant Director Karlson reported on special programs, events and the Senior Center.
 - Preschool Playtime met 9 times in December with 214 preschoolers and 166 adults participating. This was an average of over 23 preschoolers and 18 adults attending each session. Preschool Playtime's attendance was up by 69 children from last month.
 - Ms. Jen from the Library hosted her monthly Preschool Story-time and Sing Along on the first Thursday of the month and had 24 preschoolers and 20 parents attended.
 - From December 12th through the 15th, Santa Claus made his annual phone calls to over 3 dozen La Vista kids.

Senior Center

- Throughout each month, seniors are able to attend a lunch catered by Valley Food Services on Monday, Wednesday and Friday. They can play Bingo on Monday and Friday, Chair Volleyball on Wednesday and Friday, participate in Tai Chi on Tuesday and Thursday, join our quilting/sewing/knitting-crocheting group each Wednesday, and play Pinochle on the first and third Wednesday of each month. In addition, on Monday morning we have a Coloring Book Club, and on the second Wednesday of each month, we have the Sarpy/Cass Department of Health & Wellness Senior CARE Clinic at the Center, providing foot care and other miscellaneous health care to seniors for a minimal fee.

- At our City Council meeting on January 17th, Sharron Bailey, from our Wednesday Quilting and Sewing group, presented 30 homemade quilts to the Papillion/La Vista Fire Dept. and the La Vista Police Dept. These quilts are used on the squad and kept in the police cars to be given to people in cases where they may need them. An example would be if there is a car accident in cold weather, the officer or fireman may use a quilt to keep the involved person warm. That person is also allowed to keep the quilt. They are very much appreciated by our first responders! The members of the Quilting and Sewing club also have been making "fidget quilts" for Alzheimer patients, and quilts for cancer patients. The fidget quilts have different squares with different textured materials and items. They have a regular assembly line going while making these quilts!
- Over a two-night period, a total of 24 seniors enjoyed our annual Holiday Light Tours. As a new twist, we had them meet at the Community Center a half hour prior to our departure. We had hot chocolate, cookies and also sang Christmas carols before departing on the tour.
- On Wednesday, December 7th, Leslee Campbell with the Sarpy Department of Health and Wellness gave a presentation on fitness walking programs for seniors. Each participant received a free tote bag with fitness information and a free pedometer.
- December 7th Kim Eames from Merry Makers performed for 26 seniors after lunch.
- Friday December 9th the La Vista Jr. High Show Choir performed for a group of 29 seniors.
- On Tuesday December 13th, we took 12 seniors on a trip to the Mormon Trail Center Gingerbread House Festival.
- Karlson also wanted to give props to the Special Services Bus Driver-Al Cardin, Paul Merkuris and Gary Golike. From October through December 2016, our bus ridership rose by 283 riders compared to last year during the same period. This is due to the drivers rearranging the schedules to be able to fit more passengers in. They have all been doing a great job.

YOUTH AND ADULT SPORTS

Submitted by Denny Dinan

- Dinan discussed youth and adult sports and special events.
 - Adult Women's Volleyball fall league ended on December 28th. The winter session started on January 4th and has 9 teams. The season will run for 14 weeks.
 - Youth Basketball League games started on January 7th and will run through February 26th with a tournament to follow. The La Vista Community Center is schedule for basketball games Saturdays from 10:30 AM through 5:30 PM and on Sundays from 1:30 through 6:30.
 - Youth Basketball Clinic for grades 1 & 2 started on Saturday, January 14th from 9AM – 10 AM and will run for 5 weeks. This is a parent participation clinic where the fundamentals of basketball are the focus. We have 35 boys and girls participating in the clinic this year which is up from the 23 participants we had last year. We have 8 volunteers from the La Vista Police Department who are coaching the clinic.
 - Registrations are now being accepted for the following youth programs: Boy's Baseball, Coed Flag Football, Youth Soccer Clinic (Academy and League), Girls Softball, and T-ball.
 - Adult Spring/Summer Softball League registrations will open on February 1st.

COMMENTS FROM THE FLOOR

None.

COMMENTS FROM COMMITTEE MEMBERS

Chairperson Lodes asked Director Stopak if he had seen the newspaper article on the field usage fees for the new Nebraska Sports Complex. Stopak said he did see them, and we still had lower rates.

Director Stopak reminded the members of the Employee Appreciation Dinner on January 27th at the Embassy Suites. The dinner will begin at 6pm, with dinner at 7:30. Awards and prizes will be given announced afterwards.

Chairperson Lodes motioned for adjournment. Seconded by Member Johnson. All ayes. Motion carried.
Adjourned at 7:15 p.m.

A-5

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



INVOICE #: 043
DATE: FEBRUARY 06, 2017

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

CLIENT PURCHASE ORDER #	PROJECT	INVOICING TERM
N/A	Papillion - La Vista Stormwater Outreach	01/01/2017 - 01/31/2017

SERVICES & PRODUCTS

SPECIFIC DESCRIPTION

QUANTITY

UNIT PRICE

LINE TOTAL

Outreach Event Participations and Hosting:

Direct Youth Educational Involvement and Engagement programming:

La Vista West Elementary 5th grade Bio Blitz

33.00

Public Promotion and Outreach programming:

Nebraska Science Festival, Durham Public Exposition (2017 enrollment)

33.00

La Vista's Salute to Summer festival

33.00

Papillion Days carnival

33.00

La Vista Public Works Day

33.00

Papillion Farmers Market

33.00

World "O" Water booth

33.00

Informational Tours and Presentation

33.00

Engagement Initiatives and Programs:

Maintain and refine PLVSO's online presence:

Website coordination and maintenance	-	33.00	
Social media activities	-	33.00	
CrowdHydrology	-	33.00	
Rain Barrel programs	5	33.00	165.00 ✓
Thompson Creek Learning Station Signage	2	33.00	66.00 ✓
Promotional Video production	-	33.00	
PLVSO Activity & Funding Amplification			
Papillion-La Vista High School involvement	-	33.00	
Papillion La Vista Foundation afterschool and summer school activities	8	33.00	264.00 ✓
Expanding Elementary involvement	-	33.00	
Direct Account Administration:			
Contract Management & Maintenance:	16	33.00	528.00 ✓
Documentation & Reporting:			
Annual Report prep (due Feb. 27 th , 2017)	19	33.00	627.00 ✓
Sub Total			\$1,650.00
50% Cost Share paid by Papillion			(\$825.00)
Total Due			\$825.00

Payments are due upon receipt.
Please make all checks available to Chris Madden dba Upstream Weeds

O.K. to pay
JMK 2-9-2017
02.43.0505

Consent Agenda 2/21/17 (pb)

Check Payment to:
AECOM Technical Services, Inc.
An AECOM Company
1178 Paysphere Circle
Chicago, IL 60674

ACH Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
Account Number 5800937020
ABA Number 071000039

Wire Transfer Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
New York, NY 10001
Account Number 5800937020
ABA Number 026009593
SWIFT CODE BOFAUS3N

AECOM

A-6

303 East Wacker Drive, Suite 1400, Chicago, IL 60601
Tel: 312-373-7700 Fax: 312-373-6800

Federal Tax ID No. 95-2661922

ATTN : RITA RAMIREZ
CITY OF LA VISTA
8116 PARK VIEW BLVD.
LA VISTA, NEBRASKA 68128-2198

Invoice Date: 01-FEB-17
Invoice Number: 37870750

Agreement Number: 60530043
Agreement Description:

Payment Term: 30 NET

Please reference Invoice Number and Project Number with Remittance

Project Number : 60530043
Bill Through Date : 13-DEC-16 - 06-JAN-17
Project Manager: David Stone
Purchase Order No: 162573

Project Name : LaVista- New Amphitheater Feasibility Study

2016.11.01

Phase Lump Sum

Task Number	Description	Percent		Earned	Previous	Current
		Fee	Complete			
01	Project Kickoff	5,000.00	100.00%	5,000.00	0.00	5,000.00
02	Economic Analysis	3,500.00	100.00%	3,500.00	0.00	3,500.00
03	Local Market/Support	7,500.00	50.00%	3,750.00	0.00	3,750.00
04	Complete Facilities	10,000.00	25.00%	2,500.00	0.00	2,500.00
05	Compare Fac/Mrkt	10,000.00	25.00%	2,500.00	0.00	2,500.00
06	Physical Site Analys	6,500.00	0.00%	0.00	0.00	0.00
07	Conclusion/Recom	3,000.00	0.00%	0.00	0.00	0.00
08	Demand Projection	7,000.00	0.00%	0.00	0.00	0.00
09	Finance Pro Forma	14,000.00	0.00%	0.00	0.00	0.00

Total Phase Lump Sum:

17,250.00

Task Number : 300

Task Name : Travel Expenses

Reimbursable

Expenditure Type	Employee/Vendor Name	Date	Inv Number	Billed Amt
Airfare	Stone, David L	08-NOV-16	EXP4852202	468.27
Car Rental	Stone, David L	17-NOV-16	EXP4852202	137.38
Dinner	Stone, David L	15-NOV-16	EXP4852202	49.60
Dinner	Stone, David L	16-NOV-16	EXP4852202	153.35
Hotel	Stone, David L	18-NOV-16	EXP4852202	481.71
Lunch	Stone, David L	15-NOV-16	EXP4852202	15.53
Travel All Other	Stone, David L	15-NOV-16	EXP4852202	30.51
Travel All Other	Stone, David L	17-NOV-16	EXP4852202	40.07
Unallowed Expense Contrat	Stone, David L	18-NOV-16	EXP4852202	-179.07
Unallowed Expenses	Stone, David L	18-NOV-16	EXP4852202	179.07

Total Reimbursable

1,376.42

Task Total : Travel Expenses

1,376.42

Project Total : LaVista- New Amphitheater Feasibility Study

18,626.42

Invoice Summaries

Total Current Amount : 18,626.42
Retention Amount : 0.00
Pre-Tax Amount : 18,626.42
Tax Amount : 0.00

Total Invoice Amount :

18,626.42

16,530,303

R. Ramirez
2-2-17

Consent Agenda 2/21/17 (ph)

ITEM A-7

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2017 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION FOR BIDS CITY HALL CHILLER REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF SIEBELS BUILDING TECHNICIAN

SYNOPSIS

A resolution has been prepared authorizing the advertisement for bids to replace the chiller for the City Hall/Community Center building.

FISCAL IMPACT

The FY17 General Fund Budget provides funding for this replacement.

RECOMMENDATION

Approval.

BACKGROUND

The current reciprocating air-cooled chiller was installed in 1993 when the building was constructed. During the cooling season last year, the unit required over \$11,000 in repairs. The repairs were a temporary fix. The evaporator head was patched together. It is rusty and will leak again. A replacement is not available. One of the 2 compressors is going bad and will likely fail soon. It is operating well under half of its capacity and it has a vibration. Since the old system is a reciprocating style that is no longer used, parts are expensive, if available. The new system will be a scroll type that is more efficient. The schedule is as follows:

Publish Notice	March 1, 2017
Bids Due	March 9, 2017 at 10:00 a.m.
Council Award Contract	March 21, 2017

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR REPLACEMENT OF THE CHILLER FOR THE CITY HALL/COMMUNITY CENTER BUILDING.

WHEREAS, the Mayor and Council have determined that replacement of the Chiller for the City Hall/Community Center building is necessary, and

WHEREAS, the FY17 General Fund Budget provides funding for the proposed replacement; and

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice	March 1, 2017
Bids Due	March 9, 2017 at 10:00 a.m.
Council Award Contract	March 21, 2017

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista Nebraska hereby authorize the advertisement for bids for replacement of the Chiller for the City Hall/Community Center building.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
REQUEST FOR PROPOSAL AND BID SHEET
ON: CITY HALL CHILLER REPLACEMENT

NOT AN ORDER

From: City of La Vista
City Clerk
8116 Park View Blvd.
La Vista, Nebraska 68128

Published: March 1, 2017

BID OPENING:
Month, day, year at time a.m./p.m.
La Vista City Council Chambers
8116 Park View Blvd.

(Contract Award Scheduled for March 22, 2017)

The City of La Vista is requesting proposals for a replacement air-cooled chiller for the City Hall/Community Center Building. The existing chiller is a 97 ton reciprocating type unit.

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS
(Incorporated herein and made part of these specifications)

1. Any discount quoted will be deducted from the price when bill is paid. All appropriate government discounts should apply.
2. The owner reserves the right to reject any or all bids, and to waive informalities or irregularities in the bidding, and to negotiate contract terms with the various bidders when such is deemed by the owner to be in its best interest. The right is also reserved to accept or reject any part of bid unless otherwise indicated by vendor.
3. Instructions, manufacturer's catalog numbers, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard, quality, design, and performance desired and shall not be construed to exclude proposals based on furnishing other types of materials.
4. Any substitutions must equal or surpass the specifications. When submitting a substitute article as equal, full name and description must be given, the City reserving the right, however, of deciding upon its suitability for the purpose intended.
5. BID PRICE ON EQUIPMENT TO BE F.O.B. CITY OF LA VISTA, NEBRASKA AND SHOULD INCLUDE ALL SHIPPING AND DELIVERY CHARGES.
6. Equipment must be of current date (latest model) and meet specifications.
7. Prices quoted shall not be subject to increase during the entire term of the contract. However, should there be a reduction in the price of any one or more items covered by the contract, during the period of

the contract, the price to the City of La Vista shall be reduced to equal the revised list price less the discount herein quoted.

8. The City shall have the right to inspect any material or services specified herein. Equipment, supplies or services that fail to comply with the specification herein as regards to design, material, or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City of La Vista at the expense of the vendor.
9. Each bidder shall submit all necessary catalogs, descriptive literature, etc. needed to describe fully the material he proposed to furnish. Bids shall include technical specs and submittal drawings.
10. Any bidder's exceptions to those terms and conditions or deviations from the written specifications shall be shown in writing on the attached bid form exception sheets. However, such exceptions may be cause for rejection of the bid.
11. All prices and notations must be in ink or typewritten. Mistakes may be crossed out, and corrections typed adjacent and must be initialed in ink by person signing the proposal.
12. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least sixty (60) days.
13. Bids must be submitted on the forms provided in a sealed envelope plainly marked "**SEALED BID**" with material description, date and time of closing written thereon. All bid proposals must be signed by an authorized officer or employee of the company and include the firm name.
14. **Questions should be directed to Pam Buethe, City Clerk, at 402-331-4343 or by e-mail to pbuethe@cityoflavista.org before quotation is submitted.** As required by State Law, neither the vendor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to their hire, tenure, terms, conditions, or privileges of employment or because of their race, color, religion, sex, disability, or natural origin.

ADDITIONAL REQUIREMENTS

Notwithstanding anything in these specifications to the contrary:

1. Purchase Order. The City of La Vista shall issue a purchase order to the successful bidder that contains "Terms of Purchase." By submitting its bid, each bidder agrees to be bound by all terms and conditions of said purchase order if it becomes the successful bidder.

2. Taxes. Purchases by the City are exempt from the payment of federal excise taxes and Nebraska sales and use taxes and all such taxes shall be excluded from bids. Tax exemption certificates will be provided upon request.

3. Modifications. Bidder understands, acknowledges and agrees that no employee, agent or representative of the City has any authority to make any representations, statements, warranties, agreements or modifications to, of or regarding these specifications or any contract of the City without the written approval of the City Administrator; provided, however, that any representation, statement, warranty, agreement or modification that has any actual or potential impact to the City of more than \$5,000 shall require the prior written approval of the Mayor and City Council of the City of La Vista.

4. Fair Labor Standards. Pursuant to Neb. Rev. Stat. Section 73-102, by submitting a bid, supplier hereby represents and certifies to the City of La Vista that supplier is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and, if supplier is the successful bidder, in the execution and performance of the contract on which it is bidding; and in the execution and performance of said contract, fair labor standards will be maintained.

CITY OF LA VISTA
REQUEST FOR PROPOSALS

ON: CITY HALL REPLACEMENT CHILLER

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS is attached hereto and by this reference is incorporated herein and made part of this proposal.

DESCRIPTION: See attached specifications. This will be a replacement for a 24-year-old reciprocating chiller that has reached its life expectancy. It is a rooftop mounted unit. Rigging and crane rental to be considered part of the proposal. Bidders shall respond with in-stock and special order times for the models proposed.

GENERAL: The equipment bid shall meet all current Federal Government and State of Nebraska Safety Regulations. Bidder shall be either a manufacturer, factory branch, or agent, engaged in the business of selling, leasing and servicing the equipment offered. All equipment provided shall be equipped with all factory standard equipment for the model bid. The successful bidder must maintain a full line of replacement parts in order to render the machine serviceable to the City of La Vista

WARRANTY: The equipment furnished under these specifications shall carry a one (1) year (from the date of delivery) warranty on parts, labor and refrigerant.

WE PROPOSE TO FURNISH THE FOLLOWING FOR THE **REPLACEMENT CHILLER**

MAKE _____ MODEL _____

BASE PRICE _____

OPTIONAL EQUIPMENT _____

TOTAL PRICE _____

OPTIONAL CONSIDERATIONS:

EXT WARRANTY (ENTIRE UNIT, COMPRESSOR ONLY, ETC...) _____

MAINTENANCE AGREEMENT (ANNUAL) _____

BY _____

TITLE _____

COMPANY _____

EQUIPMENT SPECIFICATIONS

REPLACEMENT CHILLER CITY HALL

The Chiller to be furnished under this proposal shall be the manufacturers latest model and design. Any deviations, deletions or variations from these specifications must be stated. These specifications shall be regarded as MINIMUM. Bidders must furnish descriptive literature, manufacturer's compliance certificates and all other necessary data on the equipment proposed to be furnished.

Meets Specification – Please indicate – (if other explain on comment line)

YES NO OTHER

_____	_____	_____	1.1 90 Ton Scroll type
_____	_____	_____	1.2 Air Cooled
_____	_____	_____	1.3 Refrig. Circuits – 2
_____	_____	_____	1.4 R410A refrigerant
_____	_____	_____	1.5 Liquid Type - Water
_____	_____	_____	1.6 Remote Evaporator
_____	_____	_____	1.6 Single Point Power, 208 Volt, 3 Phase, 60 Hz
_____	_____	_____	1.7 BAS Interface
_____	_____	_____	1.8 Flow Switch
_____	_____	_____	1.9 Hot-Gas Bypass
_____	_____	_____	2.0 Condenser Hail Guards
_____	_____	_____	2.1 Low Sound Condenser Fans
_____	_____	_____	2.2 Vibration Isolators
_____	_____	_____	2.3 Isolation Valves for Maintenance items
_____	_____	_____	2.4 Factory Start-up

Other or Comment

Maintenance Agreement and Extended Warranty Description

User: AHultberg

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
123303	02/09/2017	ANDERSON EXCAVATING COMPANY	211,077.00	N
123304	02/09/2017	BEACON BUILDING SERVICES	5,812.00	N
123305	02/09/2017	OLSSON ASSOCIATES	28,926.42	N
123306	02/09/2017	SUCCESS FACTORS INCORPORATED	9,533.89	N
123307	02/09/2017	THOMPSON DREESSEN & DORNER	3,470.28	N
123308	02/21/2017	3E-ELECTRICAL ENGINEERING	123.18	N
123309	02/21/2017	4 SEASONS AWARDS	30.00	N
123310	02/21/2017	ACI-NEBRASKA CHAPTER	60.00	N
123311	02/21/2017	ALTEC INDUSTRIES INCORPORATED	476.17	N
123312	02/21/2017	ANN TROE	820.00	N
123313	02/21/2017	ASPHALT & CONCRETE MATERIALS	2,238.88	N
123314	02/21/2017	AWARDS AND MORE COMPANY	62.78	N
123315	02/21/2017	AWE ACQUISITION INC	2,200.00	N
123316	02/21/2017	BABER, BRAD	330.00	N
123317	02/21/2017	BAKER & TAYLOR BOOKS	13.91	N
123318	02/21/2017	BARCAL, ROSE	259.67	N
123319	02/21/2017	BAXTER CHRYSLER DODGE JEEP RAM	402.60	N
123320	02/21/2017	BISHOP BUSINESS EQUIPMENT	358.11	N
123321	02/21/2017	BKD LLP	30,000.00	N
123322	02/21/2017	BLACK HILLS ENERGY	2,156.13	N
123323	02/21/2017	BRODART COMPANY	174.72	N
123324	02/21/2017	BUILDERS SUPPLY CO INC	1,266.11	N
123325	02/21/2017	CAVLOVIC, PAT	150.00	N
123326	02/21/2017	CENTURY LINK	574.28	N
123327	02/21/2017	CENTURY LINK BUSN SVCS	68.93	N
123328	02/21/2017	CITY OF OMAHA	148,397.80	N
123329	02/21/2017	CITY OF PAPIILLION	347,794.00	N
123330	02/21/2017	COX COMMUNICATIONS	143.00	N
123331	02/21/2017	CREATIVE PRODUCT STORE INC	449.29	N
123332	02/21/2017	CULLIGAN OF OMAHA	13.00	N
123333	02/21/2017	DATASHIELD CORPORATION	10.27	N
123334	02/21/2017	DELL MARKETING L.P.	3,403.95	N
123335	02/21/2017	DEMCO INCORPORATED	455.66	N
123336	02/21/2017	DIAMOND VOGEL PAINTS	222.87	N
123337	02/21/2017	DVORAK, DOLORES	26.00	N
123338	02/21/2017	DULTMEIER SALES & SERVICE	21.23	N
123339	02/21/2017	AIDAN J DUMONT	40.00	N
123340	02/21/2017	EBSCO INFORMATION SERVICES	3,860.57	N
123341	02/21/2017	EMBASSY SUITES HOTEL	3,882.93	N
123342	02/21/2017	EN POINTE TECHNOLOGIES SALES	6,024.00	N
123343	02/21/2017	EXPRESS DISTRIBUTION LLC	52.20	N
123344	02/21/2017	FEDEX KINKO'S	108.93	N
123345	02/21/2017	FIRST NATIONAL BANK FREMONT	5,453.65	N
123346	02/21/2017	FITZGERALD SCHORR BARMETTLER	33,329.85	N
123347	02/21/2017	GALE	164.18	N
123348	02/21/2017	GALLS LLC	6,006.70	N
123352	02/21/2017	GCR TIRES & SERVICE	1,377.98	N
123353	02/21/2017	GENERAL FIRE & SAFETY EQUIP CO	437.35	N
123354	02/21/2017	GENUINE PARTS COMPANY-OMAHA	1,903.99	N
123355	02/21/2017	GIBSON, JOHN	150.00	N
123356	02/21/2017	GLENDALE PARADE STORE	724.80	N
123357	02/21/2017	GRAYBAR ELECTRIC COMPANY INC	116.98	N
123358	02/21/2017	H & H CHEVROLET LLC	570.01	N
123359	02/21/2017	HAMPTON INN-KEARNEY	1,221.00	N
123360	02/21/2017	HANEY SHOE STORE	600.00	N
123361	02/21/2017	HOCKENBERGS	100.74	N
123362	02/21/2017	HONEYMAN RENT-ALL #1	913.08	N
123363	02/21/2017	HSMC ORIZON LLC	6,063.96	N
123364	02/21/2017	HYDRAULIC EQUIPMENT SERVICE	1,064.24	N
123365	02/21/2017	IA NE SD PRIMA CHAPTER	40.00	N

User: AHultberg

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
123366	02/21/2017	ICSC-INTL COUNCIL OF SHPG CTRS	100.00	N
123367	02/21/2017	INGRAM LIBRARY SERVICES	2,726.34	N
123368	02/21/2017	JOHN P MULLEN, PC, LLO	5,079.25	N
123369	02/21/2017	JOHNSTONE SUPPLY CO	236.85	N
123370	02/21/2017	MARK A KLINKER	200.00	N
123371	02/21/2017	KRIHA FLUID POWER CO INC	158.94	N
123372	02/21/2017	LA VISTA COMMUNITY FOUNDATION	60.00	N
123373	02/21/2017	LANDPORT SYSTEMS INC	125.00	N
123374	02/21/2017	LEAGUE OF NEBR MUNICIPALITIES	875.00	N
123375	02/21/2017	LERNER PUBLISHING GROUP	12.74	N
123376	02/21/2017	LIBRARY IDEAS LLC	2.50	N
123377	02/21/2017	LOU'S SPORTING GOODS	13.00	N
123378	02/21/2017	MATHESON TRI-GAS INC	428.25	N
123379	02/21/2017	MAX I WALKER UNIFORM RENTAL	962.76	N
123380	02/21/2017	MENARDS-RALSTON	65.40	N
123381	02/21/2017	METRO AREA TRANSIT	549.00	N
123382	02/21/2017	METROPOLITAN COMMUNITY COLLEG	13,977.09	N
123383	02/21/2017	METROPOLITAN UTILITIES DIST.	308.39	N
123384	02/21/2017	MID CON SYSTEMS INCORPORATED	124.95	N
123385	02/21/2017	MID-AMERICAN BENEFITS INC	604.50	N
123386	02/21/2017	MIDLANDS COMMUNITY FOUNDATIO	625.00	N
123387	02/21/2017	MIDWEST SERVICE AND SALES CO	527.22	N
123388	02/21/2017	MIDWEST TAPE	124.97	N
123389	02/21/2017	MNJ TECHNOLOGIES DIRECT INC	578.00	N
123390	02/21/2017	MOCIC MID-STATES ORGANIZED	200.00	N
123391	02/21/2017	MPH INDUSTRIES INCORPORATED	126.72	N
123392	02/21/2017	NEBRASKA CONCRETE & AGGREGATES	450.00	N
123393	02/21/2017	NEBRASKA LIBRARY COMMISSION	238.01	N
123394	02/21/2017	NEBRASKA NOTARY ASSOCIATION	100.00	N
123395	02/21/2017	NEBRASKA SNOW EQUIPMENT	5,126.66	N
123396	02/21/2017	NEFF TOWING INC	265.00	N
123397	02/21/2017	NEWMAN TRAFFIC SIGNS INC	21.45	N
123398	02/21/2017	NUTS AND BOLTS INCORPORATED	21.78	N
123399	02/21/2017	O'REILLY AUTOMOTIVE STORES INC	470.94	N
123400	02/21/2017	OCLC INC	129.42	N
123401	02/21/2017	OFFICE DEPOT INC	1,053.84	N
123402	02/21/2017	OMAHA COMPOUND COMPANY	93.88	N
123403	02/21/2017	OMAHA WORLD-HERALD	1,315.62	N
123404	02/21/2017	OMNIGRAPHICS INC	59.70	N
123405	02/21/2017	ONE CALL CONCEPTS INC	122.34	N
123406	02/21/2017	PAPILLION SANITATION	974.31	N
123407	02/21/2017	PAYFLEX SYSTEMS USA INC	288.75	N
123408	02/21/2017	PAYLESS OFFICE PRODUCTS INC	80.09	N
123409	02/21/2017	PITNEY BOWES GLOBAL FIN SVCS	655.03	N
123410	02/21/2017	PLAINS EQUIPMENT GROUP	1,764.71	N
123411	02/21/2017	PROJECT LIFESAVER INTL	1,558.48	N
123412	02/21/2017	RAPID GRAPHICS & SIGNS	151.45	N
123413	02/21/2017	RECORDED BOOKS, LLC	512.80	N
123414	02/21/2017	REGAL AWARDS OF DISTINCTION	1,740.65	N
123415	02/21/2017	ROY SR, RICK	201.00	N
123416	02/21/2017	SAPP BROS INCORPORATED	770.00	N
123417	02/21/2017	SARPY COUNTY CHAMBER OF	450.00	N
123418	02/21/2017	SARPY COUNTY COURTHOUSE	3,976.44	N
123419	02/21/2017	SARPY COUNTY LANDFILL	120.00	N
123420	02/21/2017	SHAMROCK CONCRETE COMPANY	48.00	N
123421	02/21/2017	SHOULDER CORDS UNLIMITED	187.70	N
123422	02/21/2017	SID DILLON COMMERCIAL/FLEET	35,280.00	N
123423	02/21/2017	SIGN IT	1,360.00	N
123424	02/21/2017	SIMPLEX GRINNELL LP	236.68	N
123425	02/21/2017	SIRCHIE FINGER PRINT LABS	211.33	N

User: AHultberg

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
123426	02/21/2017	SPENCER FANE LLP	2,999.00	N
123427	02/21/2017	SPRINT	642.40	N
123428	02/21/2017	STATE STEEL OF OMAHA	40.53	N
123429	02/21/2017	SUBURBAN NEWSPAPERS INC	43.00	N
123430	02/21/2017	SUNSET LAW ENFORCEMENT LTD	1,678.90	N
123431	02/21/2017	TEAM SIDELINE	599.00	N
123432	02/21/2017	TED'S MOWER SALES & SERVICE	212.17	N
123433	02/21/2017	TORNADO WASH LLC	405.00	N
123434	02/21/2017	TRAIL PERFORMANCE COATING INC	240.00	N
123435	02/21/2017	TRANS UNION RISK AND	25.00	N
123436	02/21/2017	UNITE PRIVATE NETWORKS LLC	3,850.00	N
123437	02/21/2017	VAL VERDE ANIMAL HOSPITAL INC	92.12	N
123438	02/21/2017	VERIZON WIRELESS	90.49	N
123439	02/21/2017	WICK'S STERLING TRUCKS INC	49.94	N
TOTAL:			975,524.75	

APPROVED BY COUNCIL MEMBERS ON: 02/21/2017

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2017 AGENDA**

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – NEBRASKA MULTISPORT COMPLEX (E OF EASTPORT PARKWAY & N OF GILES ROAD)	◆ 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 a private recreational facility (specifically the Nebraska Multisport Complex) on Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, T14N, R12E, of the 6th P.M., Sarpy County, Nebraska, generally located east of Eastport Parkway and north of Giles Road.

FISCAL IMPACT

This request is a zoning action; financing decisions will be addressed in separate actions.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by the Nebraska Multisport Complex Board of Directors for a Conditional Use Permit to locate and operate a private recreation facility (specifically the Nebraska Multisport Complex) on Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, T14N, R12E, of the 6th P.M., Sarpy County, Nebraska. The property is zoned TA Transitional Agriculture, Gateway Corridor Overlay District; a private recreation facility is listed in the TA District as a conditional use. The applicant proposes to construct and operate a multisport complex consisting of indoor and outdoor facilities including pools, playing fields and tennis courts.

A detailed staff report is attached.

The Planning Commission held a public hearing on January 19, 2017, and unanimously voted to recommend approval of the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR THE NEBRASKA MULTISPORT COMPLEX TO ALLOW FOR A PRIVATE RECREATIONAL FACILITY ON TAX LOTS 11 AND 15, TOGETHER WITH ALL OF TAX LOT 2A AND PARTS OF TAX LOTS 2B1 AND 3 LYING NORTH AND WEST OF RAILROAD RIGHT-OF-WAY, TOGETHER WITH TAX LOT 1A1B AND PARTS OF TAX LOTS 2B1 AND 3 LYING SOUTH AND EAST OF RAILROAD RIGHT-OF-WAY, ALL LOCATED IN SECTION 17, T14N, R12E, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the Nebraska Multisport Complex Board of Directors, on behalf of the property owner, Omaha Multi Sport Complex, has applied for a Conditional Use Permit to allow for a private recreational facility on Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, T14N, R12E, of the 6th P.M., Sarpy County, Nebraska, located east of Eastport Parkway and north of Giles Road; 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 the Nebraska Multisport Complex to construct and operate a private recreation facility on Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, T14N, R12E, of the 6th P.M., Sarpy County, Nebraska.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2017.

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-07

FOR HEARING OF: February 21, 2017
Report Prepared on February 14, 2017

I. GENERAL INFORMATION

- A. APPLICANT:** Nebraska Multisport Complex Board of Directors
- B. PROPERTY OWNER:** Omaha Multi Sport Complex
- C. LOCATION:** East of Eastport Parkway and 123rd Plaza
- D. LEGAL DESCRIPTION:** Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, Township 14 North, Range 12 East, of the 6th P. M., Sarpy County, Nebraska
- E. REQUESTED ACTION(S):** Conditional Use Permit to develop and operate a private recreational facility. The proposed Nebraska Multisport Complex (NMSC) consists of an Athletic Center and outdoor facilities including playing fields, pools and tennis courts. The indoor facility is comprised of four components: Aquatics (known as the Natatorium), Tennis; Sports Medicine, Performance, Training and Fitness; and a Fieldhouse.
- F. EXISTING ZONING AND LAND USE:** TA Transitional Agriculture, Gateway Corridor Overlay (Overlay District); the property is a former sod farm
- G. PROPOSED USES:** The Conditional Use Permit (CUP) will allow the applicant to operate a private recreational facility; specifically the Nebraska Multisport Complex as described above.
- H. SIZE OF SITE:** 156.37 acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The property is a former sod farm, mostly undeveloped. An operating cell tower is located along the western edge of the property. The high point of the ground is near the southwestern

corner, sloping downward to the West Papio Creek along the eastern edge. Most of the property is located within a floodplain/floodway.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Harrison Hills; I-1 Light Industrial District/C-3 Highway Commercial/Office Park District with a Gateway Corridor Overlay (Overlay District)
2. **East:** Brook Valley Business Park; I-2 Heavy Industrial District
3. **South:** Brook Valley II Business Park; C-3 Highway Commercial/Office Park District with a Gateway Corridor Overlay (Overlay District)
4. **West:** Southport East; C-3 Highway Commercial/Office Park District with a Gateway Corridor Overlay (Overlay District)

C. RELEVANT CASE HISTORY:

N/A

D. APPLICABLE REGULATIONS:

1. Section 5.05 of the Zoning Regulations – TA Transitional Agriculture District
2. Section 5.17 of the Zoning Regulations – Gateway Corridor Overlay (Overlay District)
3. Article 6 of the Zoning Regulations – Conditional Use Permits

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan currently designates this property for parks and recreation uses.

B. OTHER PLANS: N/A

C. TRAFFIC AND ACCESS:

1. Access will be from multiple egress / ingress to Giles Road and Eastport Parkway. The main entrance would be located northeast of Eastport Parkway and McDermott Plaza, at the location of the existing north access drive to Comfort Suites. A service access drive will be located between the main access point and the intersection of Eastport Parkway and S 123rd Plaza. Additional access points include Eastport Parkway and S 123rd Plaza, Eastport Parkway and Port Grace Blvd., and 120th Street and Giles Road.
2. The City in conjunction with the applicant has undertaken traffic impact studies to identify transportation improvements that will be necessary to support the proposed uses. The study will be updated for the most current site plan which incorporates a new access point from Eastport Parkway. The City is also working with the NDOR to identify future needs and improvements to the Exit 442

Interchange. The City has programmed a widening of Giles Road in the City's Capital Improvement Program as part of the efforts needed to address increased traffic from this project as well as traffic increases from ongoing development in the surrounding area, both inside and outside the City of La Vista jurisdiction, that utilize the Exit 442 Interchange to access I-80.

- D. **UTILITIES:** All utilities are available to the site subject to making necessary extensions as may be required by the utility companies.
- E. **PARKING REQUIREMENTS:** The parking requirements would follow the minimum needed for a recreational facility. The site plan calls for 1,751 parking stalls. Based on the expected occupancy levels of the buildings involved, the parking stall count will be enough to support a large event at the Natatorium or smaller events throughout the site. Additionally, City staff has concentrated on walkability in reviews of proposed developments in the Southport East area. Shuttle services from nearby hotels are also expected to aide in limiting the impact of the development on parking.
- F. **LANDSCAPING:** Landscaping will undergo design review through the City's design review process for projects within the Gateway Corridor Overlay prior to the issuance of a building permit.

IV. REVIEW COMMENTS:

- 1. The elevations included as exhibits to the Conditional Use Permit are preliminary. The building design, site design, and landscaping will undergo design review through the City's design review process for projects within the Gateway Corridor Overlay prior to the issuance of a building permit.

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Staff recommends approval of the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

The Planning Commission held a public hearing on January 19, 2017 and unanimously voted to recommend approval of the Conditional Use Permit 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. Staff Review Letter
4. Draft CUP

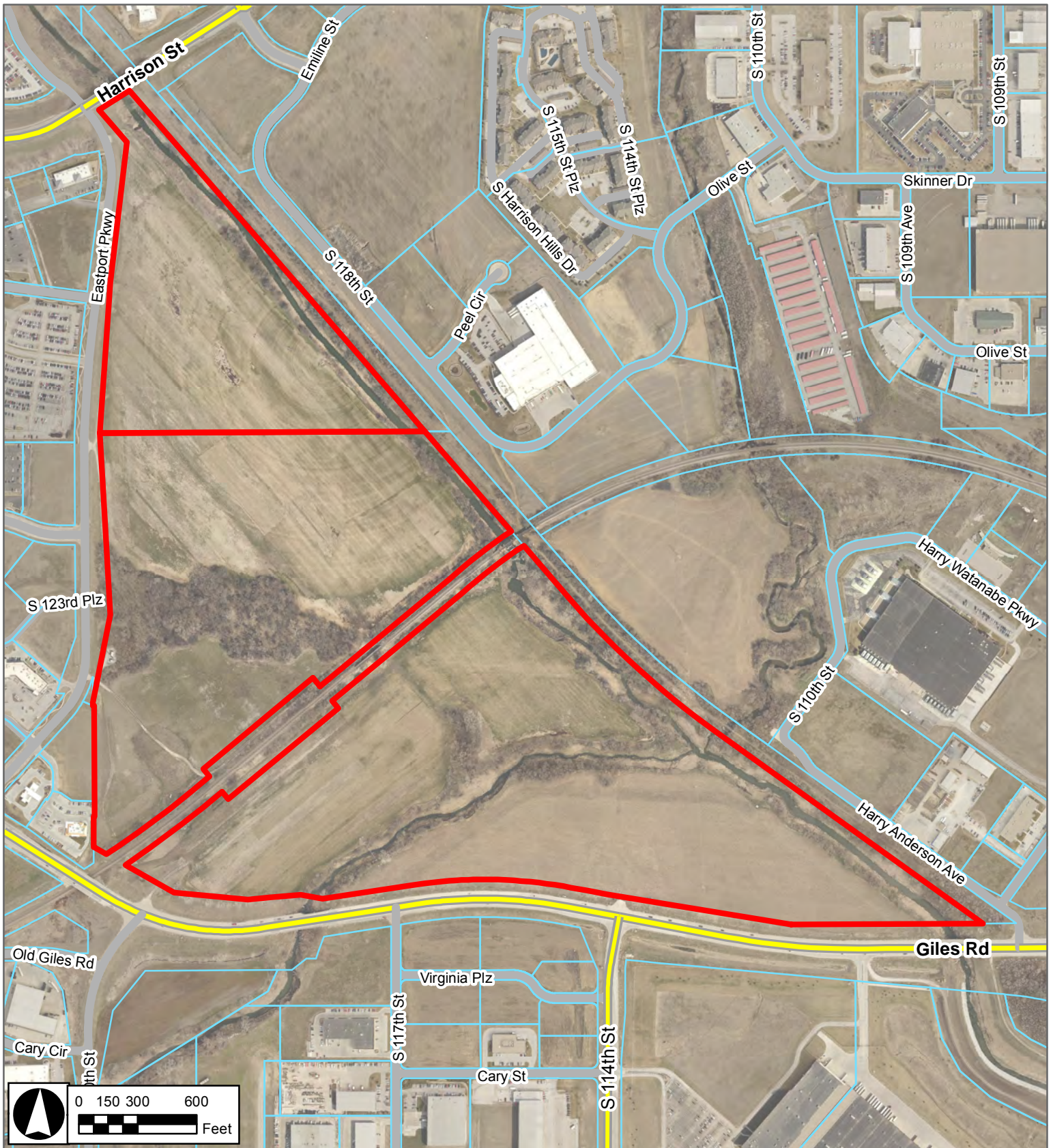
VIII. COPIES OF REPORT TO:

1. Steven L. Nielsen – Brydant Development Services, Applicant
2. Mike Casseling – NMSC Board of Directors, Owner
3. Gary Greckel – Holland Basham Architects, Architect
4. Public Upon Request

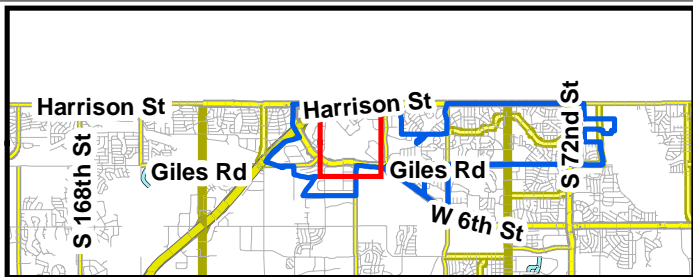

Prepared by: City Planner


Community Development Director

2-15-17
Date



Project Vicinity Map



Nebraska Mutlisport Complex - CUP

1-10-2017
JMC



STATEMENT OF OPERATION

NEBRASKA MULTISPORT COMPLEX

GENERAL DESCRIPTION

The Nebraska Multisport Complex (NMSC) is a public-private partnership between the City of La Vista and the NMSC Foundation for the Design, Financing, Construction and Management of a multi-faceted sports complex. NMSC consists of an Athletic Center and outdoor facilities including playing fields, pools and tennis courts. The indoor facility is comprised of four components: Aquatics (known as the Natatorium), Tennis; Sports Medicine, Performance, Training and Fitness; and a Fieldhouse.

The intent of the project is to provide a “Best in Class” athletic complex that will serve as a true destination sport event and performance facility driving increased sport participation, sports performance, overall health and fitness, and improved quality of life in the City of La Vista, Sarpy County, greater Omaha, and the entire region. At completion, NMSC will generate significant national exposure and economic impact for the city and region, contributing to the growth of the area as a sports, business, and residential destination.

GOALS AND OBJECTIVES OF NMSC

- To inspire healthy living and strengthen community through training, education and outreach at a state-of-the-art, championship athletic park accessible to all.
- To host local, regional and national amateur athletic events
- To raise the level of participation, performance and opportunity for athletes in the greater metro area and the region
- To develop and implement a business model that both supports and ensures long-term sustainability
- To operate in a cash flow positive manner to establish a scholarship fund for aspiring athletes and program participants regardless of their ability to pay
- To make a positive economic and social impact on the City of La Vista, Sarpy County and the region

PROGRAMMING

The programming model for NMSC supports the goals and objectives and includes in-house programs run by the NMSC, sport competition and training facilities for use by existing area athletic teams and programs, and sport performance and fitness training services and facilities. NMSC will also provide a membership program for public use encompassing the aquatic, tennis, and fitness components.

NMSC COMPLEX OCCUPANCY AND PROPOSED USES

The following is an overview of the proposed facilities and uses:

NMSC Swimming will consist of a 177,613 sq. ft. Natatorium with four (4) indoor pools and two (2) outdoor pools designed to accommodate competitive swimming and diving events, with seating capacity in excess of 3,000 seats. The Natatorium will serve competitive training facility needs for swimming, water polo, diving, and synchronized swimming, with Aquatics programming to include aquatic teaching, safety, fitness, training, diving and recreation opportunities for all ages and abilities. NMSC Aquatics will also support the recreational aquatic needs of the City of La Vista, filling the need created in the community by the projected closing of the current La Vista Municipal Pool. The Natatorium will be the premier, world-class competitive swimming facility in the United States, capable of hosting any national and international swimming championships except the US Olympic Trials or the FINA World Championships.

NMSC Tennis will consist of an 89,500 sq. ft. structure with six (6) court indoor and 6-12 outdoor courts to provide for lessons, clinics, camps, and leagues in tennis, squash, and pickle ball. The courts will support the US Tennis Association Quick Start youth development programs for all age groups and will be the only facility in the Greater Omaha Area that provides the combination of indoor and outdoor courts and supports a year-round state-of-the-art tennis program. The facility will provide use and access to all regional tennis programs and teaching pros to provide support for tennis throughout the region. NMSC Tennis will host year round USTA leagues at all levels and can host USTA, collegiate, and high school tournaments and events. It will be the premier indoor/outdoor tennis facility in the state and the region.

NMSC Playing Fields will provide La Vista and the metro area with twelve (12) fully lighted, field turf sport fields, the largest in complex in the state. While soccer will be the priority sport user, the fields will support significant training and event use in all field sports, including the rapidly growing sport of lacrosse as well as rugby, field hockey, and even ultimate Frisbee.

NMSC Indoor Fieldhouse is an 89,500 sq. ft. conditioned space, with turf field designed to meet the growing demand for indoor turf space in metro area and the region. The Fieldhouse will be used by multiple sports, including soccer, lacrosse, rugby, baseball, softball, field hockey, and cheerleading and will be able to host camps, clinics, leagues, and games.

NMSC Sports Performance and Fitness Training Center is attached to the Natatorium and connected to Tennis and the Fieldhouse. The SPFT Center will be privately managed and address sports performance training as well as physical therapy and rehab space. This facility will provide training services for all athletes, players, teams, and sports using the NMSC as well as NMSC daily users and area athletes and teams in other sports.



December 28, 2016

Steven L. Nielsen
Brydant Development Services
2415 E. Camelback Rd. Suite 400
Phoenix, AZ 85016

RE: Conditional Use Permit – Initial Review
Nebraska Multisport Complex
8505 Eastport Parkway
Private Recreation Facility

Mr. Nielsen:

Thank you for your submittal of Nebraska Multisport Complex CUP request to allow for a private recreation facility northeast of Eastport Parkway and Giles Road. 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. In regards to Articles 6.05.02, 6.05.03, 6.05.04 and 6.05.11, the City finds that the proposed use will not violate these conditions on the basis that the City has indicated an intent to provide adequate public infrastructure to serve the proposed project by building new roads, sewers, utilities, and pedestrian access to the property. Projects have been included in the City's Capital Improvement Program to provide such facilities.
2. In regards to Articles 6.05.05 and 6.05.10, concerning traffic congestion, the City in conjunction with the applicant has undertaken traffic impact studies to identify transportation improvements that will be necessary to support the proposed uses. The study will be updated for the most current site plan which incorporates a new access point from Eastport Parkway. The City is also working with the NDOR to identify future needs and improvements to the Exit 442 Interchange. The City has programmed a widening of Giles Road in the City's Capital Improvement Program as part of the efforts needed to address increased traffic from this project as well as traffic increases from ongoing development in the surrounding area, both inside and outside the City of La Vista jurisdiction, that utilize the Exit 442 Interchange to access I-80.
3. The initial application package did not include preliminary elevations of the buildings on the site. Please provide copies of the preliminary elevations of the main buildings proposed to be constructed on the site for inclusion in the CUP as an exhibit. As the site lies with the Gateway Corridor District (Overlay District) the development will need to proceed through the architectural design review approval process. Language within the CUP document will note the "preliminary" status of the elevations, allowing for the finalization of the architectural design review process at a later date.

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

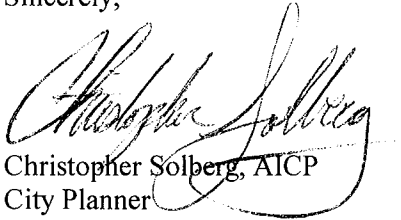
Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

A draft of the Conditional Use Permit has been enclosed. Please review the document and inform us of any questions or concerns that you may have in concern to it.

Please submit four copies of revised documents, along with an electronic copy, by noon January 4th in order to continue to be considered for the January 19th 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 February Planning Commission meeting.

Should you have any questions please contact me at 331-4343.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Solberg". The signature is fluid and cursive, with the first name "Christopher" and last name "Solberg" clearly distinguishable.

Christopher Solberg, AICP
City Planner

Enclosure

Cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Jeff Sinnett, Chief Building Official

City of La Vista Conditional Use Permit

Conditional Use Permit for Private Recreational Facility

This Conditional Use Permit issued this _____th day of February, 2017, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Nebraska Multisports Complex ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a private recreational facility upon the following described tract of land within the City of La Vista zoning jurisdiction:

Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, Township 14 North, Range 12 East, of the 6th P. M. in Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a private 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 "A" hereto for an private 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. The premises shall be developed and maintained in accordance with the site plan (Exhibit "B") and preliminary building elevations (Exhibit "C") as approved by the City and incorporated herein by this reference. Final building and site design review shall be conducted as per the Gateway Corridor

District Design Guideline and approval shall be finalized prior to the issuance of a building permit. Any modifications must be submitted to the Chief Building Official for approval.

- d. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the private rec. facility, except trash receptacles and those approved in writing by the City.
 - e. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height.
 - f. 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.
 - g. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained by the property owner.
 - 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: Steven L. Nielsen Brydant Development Services 2415 E Camelback Rd, Suite 400 Phoenix, AZ 85016 (480) 734-7038	Mike Casseling – President Nebraska Multisports Complex Board of Directors 12308 F. Street Omaha, NE 68138 (402) 334-5000
---	--

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: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2017, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2017, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [_____], personally known by me to be the _____ of _____, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public



January 9, 2017

Steven L. Nielsen
Brydant Development Services
2415 E. Camelback Rd. Suite 400
Phoenix, AZ 85016

RE: Conditional Use Permit – 2nd Review
Nebraska Multisport Complex
8505 Eastport Parkway
Private Recreation Facility

Mr. Nielsen:

Thank you for the resubmittal of documents related to the Nebraska Multisport Complex CUP request to allow for a private recreation facility northeast of Eastport Parkway and Giles Road. 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. Due to non-finalized aspects of the public access pool area, please remove the rendering of items of this area from the sheet N-A3.01 of the elevations provided on January 3, 2017.
2. The size of each building in square feet as listed within the submitted Statement of Operation does not match those provided to the Chief Building Official through an email on January 6, 2017. Please clarify which building sizes are correct and adjust the Statement of Operation accordingly.

In order for the Conditional use Permit to be considered for review at the January 19th Planning Commission meeting, revised documents will need to be provided for the Planning Commission packets. Please submit 14 ledger size (11"x17") copies (along with electronic copies) of the site plan and building elevations by noon on January 12, 2017 to ensure that the application stays on track for the review by the Planning Commission.

If the revised documents have been resubmitted on time, the application will be on the January Planning Commission agenda. The Planning Commission will meet at 7:00pm on January 19, 2017. Please have someone in attendance with a presentation prepared for the Commission.

Should you have any questions please contact me at 402-593-6402.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

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f: 402-331-0410

Golf Course
8305 Park View Blvd.
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Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

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p: 402-331-1582
f: 402-331-7210

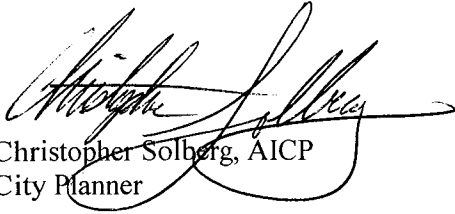
Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

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 black ink, appearing to read "Christopher Solberg". The signature is fluid and cursive, with a large loop at the end.

Christopher Solberg, AICP
City Planner

Enclosure

Cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Jeff Sinnett, Chief Building Official

City of La Vista Conditional Use Permit

Conditional Use Permit for Private Recreational Facility

This Conditional Use Permit issued this ____th day of February, 2017, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, Nebraska Multisports Complex (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a private recreational facility upon the following described tract of land within the City of La Vista zoning jurisdiction:

Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, Township 14 North, Range 12 East, of the 6th P. M. in Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a private 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 “A” hereto for an private 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. The premises shall be developed and maintained in accordance with the site plan (Exhibit “B”) and preliminary building elevations (Exhibit “C”) as approved by the City and incorporated herein by this reference. Final building and site design review shall be conducted as per the Gateway Corridor

- District Design Guideline and approval shall be finalized prior to the issuance of a building permit. Any modifications must be submitted to the Chief Building Official for approval.
- d. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the private rec. facility, except trash receptacles and those approved in writing by the City.
 - e. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height.
 - f. 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.
 - g. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained by the property owner.
 - 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, FAA, 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: Steven L. Nielsen Brydant Development Services 2415 E Camelback Rd, Suite 400 Phoenix, AZ 85016 (480) 734-7038	Mike Casseling – President Nebraska Multisports Complex Board of Directors 12308 F. Street Omaha, NE 68138 (402) 334-5000
---	--

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: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Notary Public

ALTA/ACSM LAND TITLE SURVEY
PART OF THE NW1/4, SW1/4, AND SE1/4 OF SECTION 17
TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M.
SARPY COUNTY, NEBRASKA

ZONING: SUBJECT PROPERTY IS ZONED:
TA - TRANSITIONAL AGRICULTURE DISTRICT

THIS ZONING INFORMATION IS TAKEN FROM THE SARPY COUNTY GIS WEBSITE AS OF THE DATE OF MAY 14TH 2015. CONTACT THE INSURER FOR VERIFICATION OF THE CURRENT ZONING CLASSIFICATION AND BUILDING SETBACK REQUIREMENTS (SEE TABLE A, ITEM 6(c) AND (b) OF THE 2011 ALTA/ACSM STANDARD DETAIL REQUIREMENTS).

LOT SETBACKS

REGULATOR	TA - TRANSITIONAL AGRICULTURE DISTRICT
MINIMUM LOT AREA (ACRES)	20, *NONE
LOT WIDTH (FEET)	660, *NONE
MAXIMUM HEIGHT (FEET)	35, **45, ***45, *17
FRONT YARD SETBACK (FEET)	75, *100
SIDE YARD SETBACK (FEET)	25
REAR YARD SETBACK (FEET)	25, *10
MAXIMUM LOT COVERAGE	NONE

*ACCESSORY BUILDINGS
**OTHER PERMITTED USES
***OTHER PERMITTED CONDITIONAL USES

NOTE:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS INCLUDES PRIVATE AND PUBLIC UTILITIES.

LEGEND

---	BOUNDARY LINE
----	PROPERTY LINE
=====	RAILROAD
-----F0	FIBER OPTIC LINE
-----X	BARBED WIRE FENCE
-----SD	STORM SEWER LINE
-----SS	SANITARY SEWER LINE
-----P-UG	UNDERGROUND POWER LINE
-----G	GAS LINE
-----W	WATER LINE
-----TEL	TELEPHONE LINE
-----M	MEASURED DISTANCE
-----P	PLATTED DISTANCE
-----O	FOUND 5/8" REBAR W/ CAP L.S.566
-----●	SET 5/8" REBAR W/ CAP L.S.607
-----□	TELEPHONE RISER
-----●	BOLLARD
-----●	STORM DRAIN MANHOLE
-----V	SIGN
-----C	CURB INLET
-----LIP	LIGHT POLE
-----E	ELECTRIC VAULT
-----E	WATER MANHOLE
-----E	ELECTRIC RISER
-----E	SANITARY SEWER MANHOLE
-----X	GAS VALVE
-----W	WATER VALVE
-----E	CABLE VAULT
-----E	ELECTRIC BOX
-----E	ELECTRIC MANHOLE
-----E	ELECTRIC METER
-----F	FIRE HYDRANT
-----L	LIGHT POLE
-----P	POWER POLE
-----C	SECTION CORNER
-----E	TRAFFIC CONTROL BOX
-----E	TELEPHONE PEDESTAL
-----E	TELEPHONE MANHOLE
-----E	TRANSFORMER
-----E	TRAFFIC SIGNAL W/ ARM
-----E	TRAFFIC SIGNAL BOX
-----E	TRAFFIC SIGNAL MANHOLE
-----E	WATER WELL

GENERAL NOTES

1. ALL BEARINGS ARE ASSUMED.

FLOOD ZONE

PROPERTY IS IN FLOOD ZONE "AE"
BASE FLOOD ELEVATIONS DETERMINED

AND
FLOODWAY AREAS IN ZONE "AE"

AND
FLOOD ZONE "X",
AREAS DETERMINED TO BE OUTSIDE
THE 500-YEAR FLOOD PLAIN

AND
PROPERTY IS IN FLOOD ZONE "X",
AREAS DETERMINED TO BE OUTSIDE
THE 500-YEAR FLOOD PLAIN

AND
FLOODWAY AREAS IN ZONE "AE"

AND
PROPERTY IS IN FLOOD ZONE "X",
AREAS DETERMINED TO BE OUTSIDE
THE 500-YEAR FLOOD PLAIN

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AND
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TITLE COMMITMENT LEGAL DESCRIPTION

NEBRASKA TITLE COMPANY, AN AUTHORIZED AGENT OF OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY
FILE NO. 0261616
EFFECTIVE DATE: MARCH 19, 2015, 8:00 AM
REVISED: MARCH 23, 2015 J.M.P.

PARCEL 1:
ALL THAT PART OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17), TOWNSHIP FOURTEEN (14), NORTH, RANGE TWELVE (12) EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, LYING SOUTH OF THE RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD, SUBJECT, HOWEVER TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND AS EXISTING ON THE PREMISES A/K/A LOT TAX LOT 1A18;

TAX LOT 11 IN THE WEST HALF OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION SEVENTEEN (17), TOWNSHIP FOURTEEN (14), RANGE TWELVE (12) EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TAX LOT 15 IN THE EAST HALF OF THE NORTHWEST QUARTER (E $\frac{1}{2}$ NW $\frac{1}{4}$) OF SECTION SEVENTEEN (17), TOWNSHIP FOURTEEN (14), NORTH, RANGE TWELVE (12) EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

ALL THOSE PORTIONS OF TAX LOT 2B1 AND TAX LOT 3 IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION SEVENTEEN (17), TOWNSHIP FOURTEEN (14), NORTH, RANGE TWELVE (12) EAST OF THE 6TH P.M., AND LYING WITHIN AN AREA NORTH OF THE C.B. & Q. RAILROAD RIGHT-OF-WAY, SARPY COUNTY, NEBRASKA.

PARCEL 2:
TAX LOT 2A IN THE WEST HALF OF THE SOUTHWEST QUARTER (W $\frac{1}{2}$ SW $\frac{1}{4}$) OF SECTION SEVENTEEN (17), TOWNSHIP FOURTEEN (14), RANGE TWELVE (12) EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

ALL THOSE PORTIONS OF TAX LOT 2B1 AND TAX LOT 3 IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION SEVENTEEN (17), TOWNSHIP FOURTEEN (14), NORTH, RANGE TWELVE (12) EAST OF THE 6TH P.M., AND LYING WITHIN AN AREA NORTH OF THE C.B. & Q. RAILROAD RIGHT-OF-WAY, SARPY COUNTY, NEBRASKA.

COMMUNITY-PANEL NUMBERS:
31153C0061H
MAP REVISED MAY 3, 2010

AND
31153C0062H
MAP REVISED MAY 3, 2010

AND
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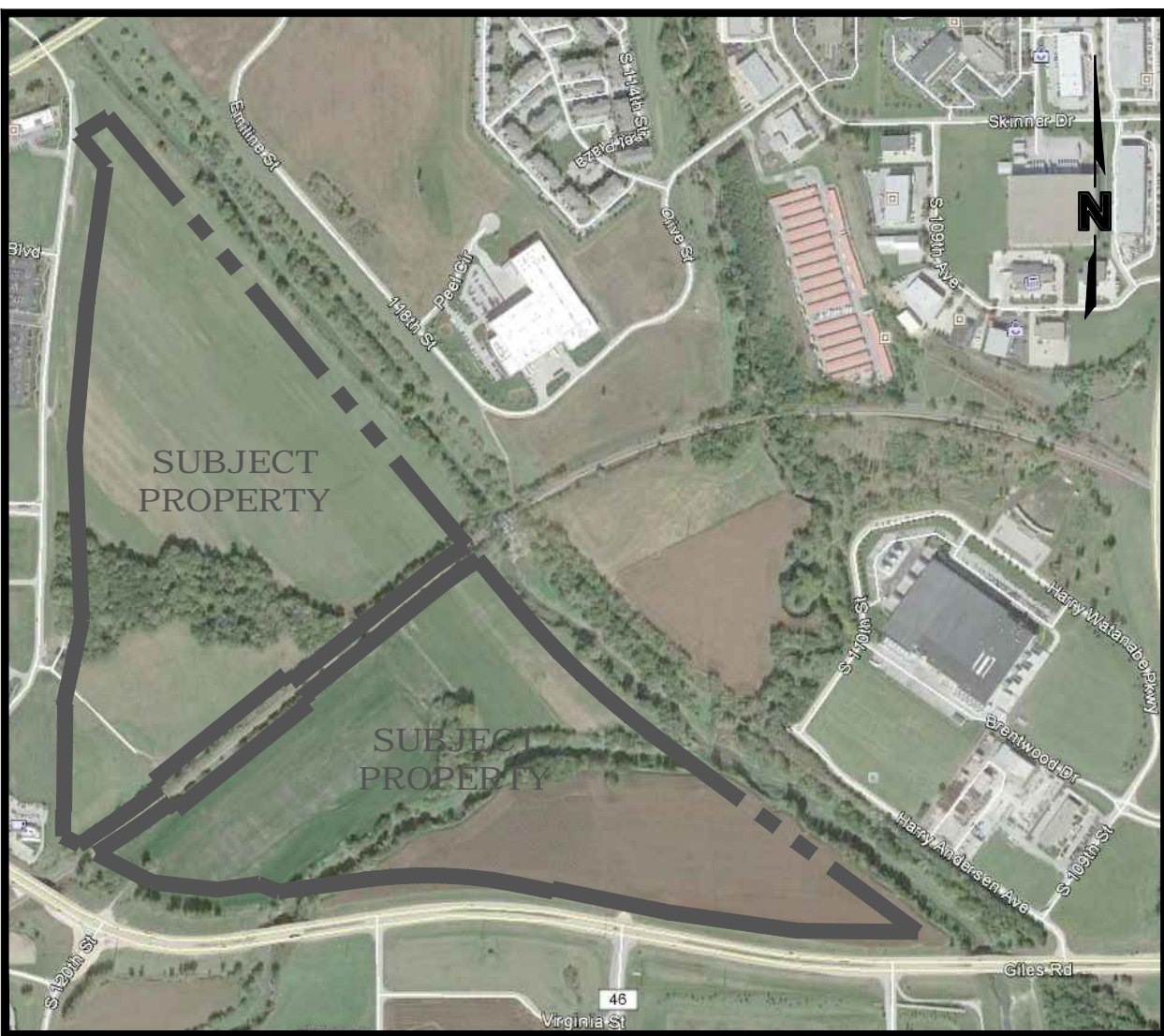
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VICINITY MAP
NOT TO SCALE

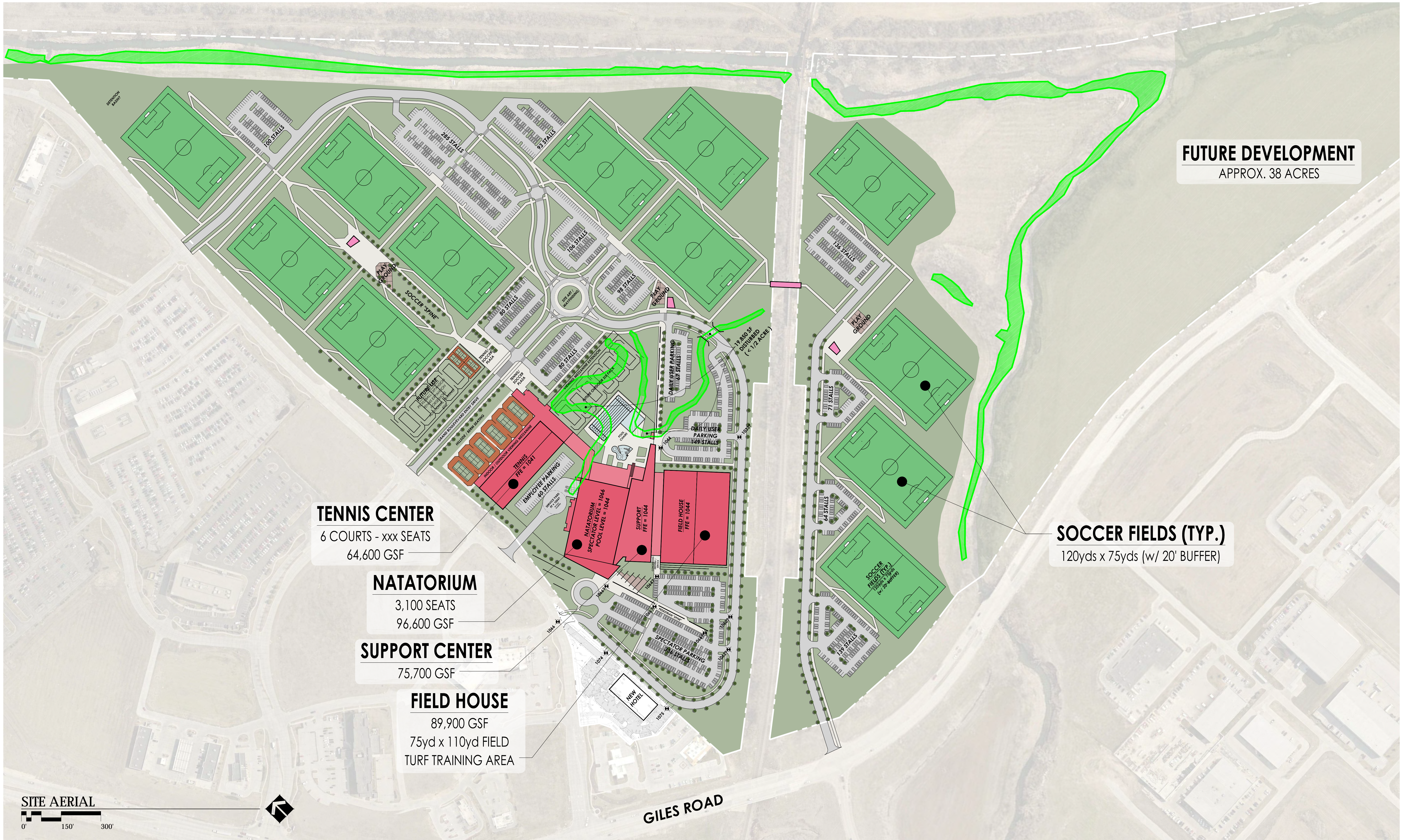
**SCHEDULE B - SECTION 2
EXCEPTIONS**

- CONTRACT BY AND BETWEEN MRS. ANNA PETERS AND THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY RECORDED OCTOBER 24, 1923 IN BOOK 5, PAGE 571; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (ITEM IS BLANKET IN NATURE)
- RIGHT OF WAY AGREEMENT WITH SOCONY-VACUUM OIL COMPANY, INCORPORATED, ITS SUCCESSORS OR ASSIGNS, RECORDED MARCH 11, 1941 IN BOOK 10, PAGE 467; ASSIGNED TO MAGNOLIA PIPE LINE COMPANY BY ASSIGNMENT RECORDED JANUARY 14, 1960 IN BOOK 26, PAGE 126; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (ITEM IS BLANKET IN NATURE)
- RIGHT OF WAY AGREEMENT WITH SOCONY-VACUUM OIL COMPANY, INCORPORATED, ITS SUCCESSORS OR ASSIGNS, RECORDED JULY 24, 1941 IN BOOK 10, PAGE 616; ASSIGNED TO MAGNOLIA PIPE LINE COMPANY BY ASSIGNMENT RECORDED JANUARY 14, 1960 IN BOOK 26, PAGE 126; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (ITEM IS BLANKET IN NATURE)
- PERMIT GRANTED TO SOCONY-VACUUM OIL COMPANY, INCORPORATED, RECORDED FEBRUARY 19, 1947 IN BOOK 13, PAGE 202; ASSIGNED TO MAGNOLIA PIPE LINE COMPANY BY ASSIGNMENT RECORDED JANUARY 14, 1960 IN BOOK 26, PAGE 126; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (ITEM IS BLANKET IN NATURE)
- ACREEMENT BY AND BETWEEN MAGNOLIA PIPE LINE COMPANY AND FRED PETERS, RECORDED SEPTEMBER 21, 1964 IN BOOK 34, PAGE 135; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (NOT SURVEY RELATED)
- RESOLUTION RECORDED MAY 13, 1969 IN BOOK 41, PAGE 242; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (NOT SURVEY RELATED)
- ORDER APPOINTING APPRAISERS RECORDED NOVEMBER 18, 1974 IN BOOK 47, PAGE 700; RECORDS OF SARPY COUNTY, NEBRASKA. (DOES NOT AFFECT SUBJECT PROPERTY)
- STATE OF NEBRASKA POLITICAL SUBDIVISION RIGHT OF WAY CONTRACT CONTROL OF ACCESS BY AND BETWEEN JOSEPH R. AND ADA B. MCDERMOTT, OWNER, AND COUNTY OF SARPY, NEBRASKA, BUYER, RECORDED SEPTEMBER 14, 1992 AS INST. NO. 92-19278; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)
- STATE OF NEBRASKA POLITICAL SUBDIVISION RIGHT OF WAY CONTRACT CONTROL OF ACCESS BY AND BETWEEN JOSEPH R. AND ADA B. MCDERMOTT, OWNER, AND COUNTY OF SARPY, NEBRASKA, BUYER, RECORDED SEPTEMBER 14, 1992 AS INST. NO. 92-19278; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)
- PERMANENT EASEMENT SARPY COUNTY OUTFALL SEWER GRANTED TO SARPY COUNTY, NEBRASKA, RECORDED APRIL 30, 1998 AS INST. NO. 98-8105; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)
- TERMS AND CONDITIONS OF LEASE BY AND BETWEEN ADA B. MCDERMOTT, TRUSTEE OF THE ADA B. MCDERMOTT (GRANTOR) REVOCABLE TRUST EXECUTED THE 28TH DAY OF AUGUST, 1992, LANDLORD, AND A WISCONSIN LIMITED LIABILITY COMPANY, A DELAWARE LIMITED LIABILITY COMPANY, AS EVIDENCED BY MEMORANDUM OF LEASE, RECORDED MARCH 1, 2000 AS INST. NO. 2000-4687; RECORDS OF SARPY COUNTY, NEBRASKA. (DOES NOT AFFECT SUBJECT PROPERTY)
- TERMS AND CONDITIONS OF LEASE BY AND BETWEEN AMERICAN TOWERS, INC., A DELAWARE CORPORATION, AND ALANT CELLULAR, INC., A NEBRASKA CORPORATION, EVIDENCED BY MEMORANDUM OF LEASE, RECORDED JULY 23, 2001 AS INST. NO. 2001-22887; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)
- PERMANENT SEWER EASEMENT GRANTED TO SANITARY AND IMPROVEMENT DISTRICT NO. 65 OF SARPY COUNTY, NEBRASKA, RECORDED MAY 23, 1972 IN BOOK 45, PAGE 232; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)
- EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT, ITS SUCCESSORS AND ASSIGNS, RECORDED NOVEMBER 25, 1974 IN BOOK 47, PAGE 710; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)
- EASEMENT GRANTED TO THE STATE OF NEBRASKA, RECORDED JANUARY 7, 1963 IN BOOK 31, PAGE 123; RECORDS OF SARPY COUNTY, NEBRASKA. (DOES NOT AFFECT SUBJECT PROPERTY)
- LEASE TO NATIONAL ADVERTISING COMPANY RECORDED BOOK 40, PAGE 686; RECORDS OF SARPY COUNTY, NEBRASKA. (DOES NOT AFFECT SUBJECT PROPERTY)
- LEASE TO NATIONAL ADVERTISING COMPANY RECORDED MAY 18, 1971 IN BOOK 44, PAGE 245; RECORDS OF SARPY COUNTY, NEBRASKA. (DOES NOT AFFECT SUBJECT PROPERTY)
- LEASE TO NATIONAL ADVERTISING COMPANY RECORDED JUNE 28, 1971 IN BOOK 44, PAGE 314; RECORDS OF SARPY COUNTY, NEBRASKA. (DOES NOT AFFECT SUBJECT PROPERTY)
- GRANT OF EASEMENT PERMANENT SANITARY SEWER EASEMENT TO SANITARY AND IMPROVEMENT DISTRICT NO. 218 OF SARPY COUNTY, NEBRASKA, AND ITS SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT IN LIMITATION OF THE CITY OF LAWISTA, SARPY COUNTY, NEBRASKA, A MUNICIPAL CORPORATION, RECORDED OCTOBER 10, 2001 AS INST. NO. 2001-32830; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)
- GRANT OF EASEMENT PERMANENT STORM SEWER EASEMENT TO SANITARY AND IMPROVEMENT DISTRICT NO. 218 OF SARPY COUNTY, NEBRASKA, AND ITS SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT IN LIMITATION OF THE CITY OF LAWISTA, SARPY COUNTY, NEBRASKA, A MUNICIPAL CORPORATION, RECORDED OCTOBER 10, 2001 AS INST. NO. 2001-32830; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)
- SARPY COUNTY RIGHT OF WAY CONTRACT PERMANENT EASEMENT RECORDED JANUARY 7, 2003 AS INST. NO. 2003-9223; RECORDS OF SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO:
OMAHA MULTI-SPORT COMPLEX, A NEBRASKA NON-PROFIT CORPORATION;
ADA MCDERMOTT, TRUSTEE OF THE ADA MCDERMOTT REVOCABLE TRUST
EXECUTED THE 28TH DAY OF AUGUST, 1892; MCD GILES FARM, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY; AND NEBRASKA TITLE COMPANY,
AN AUTHORIZED AGENT OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2011, AND INCLUDES ITEMS 1, 3, 4, 5, 6(c), 8, 11(b), AND 14 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF NEBRASKA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY



FUTURE DEVELOPMENT
APPROX. 38 ACRES

TENNIS CENTER
6 COURTS - xxx SEATS
64,600 GSF

NATATORIUM
3,100 SEATS
96,600 GSF

SUPPORT CENTER
75,700 GSF

FIELD HOUSE
89,900 GSF
75yd x 110yd FIELD
TURF TRAINING AREA

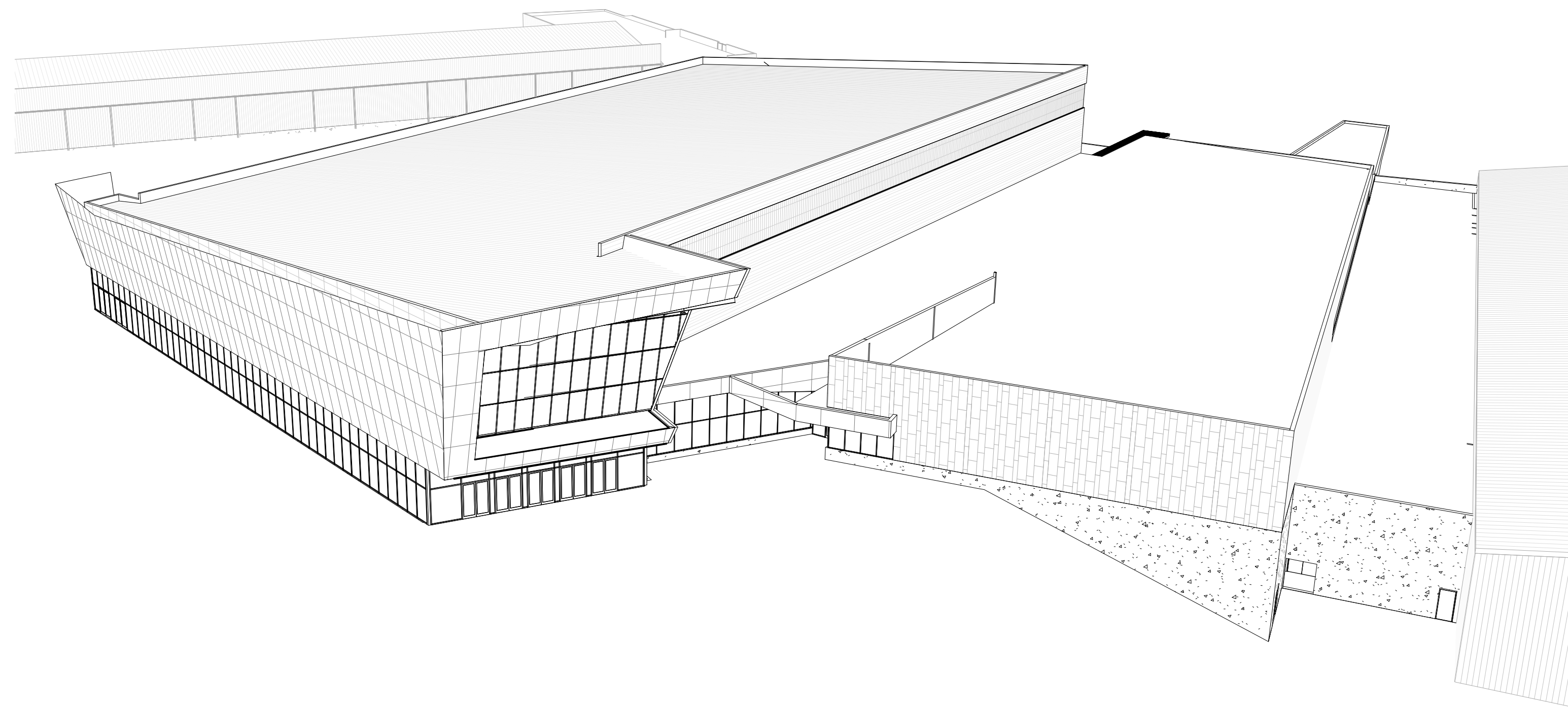
SOCCER FIELDS (TYP.)
120yds x 75yds (w/ 20' BUFFER)

SITE AERIAL

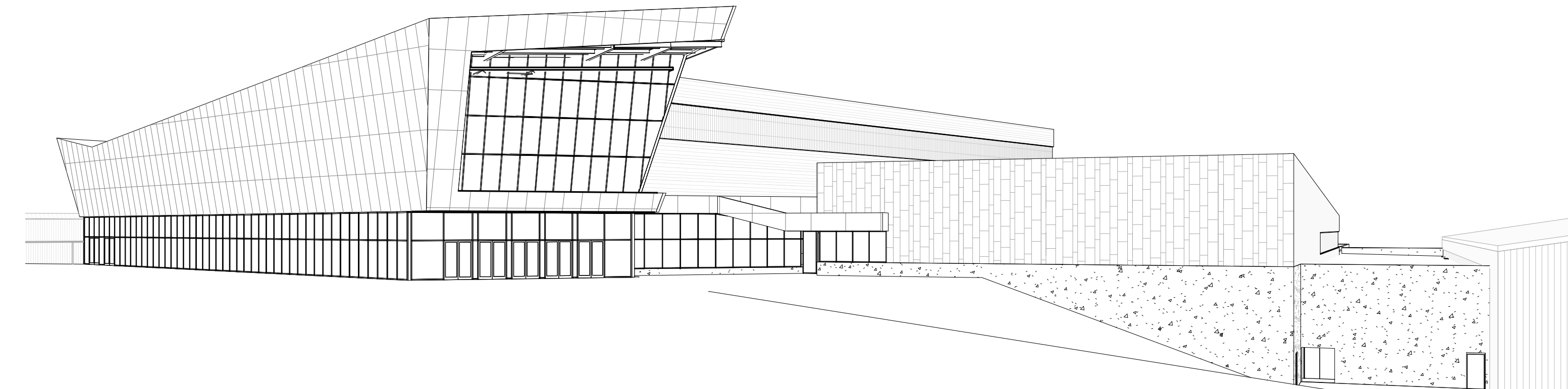
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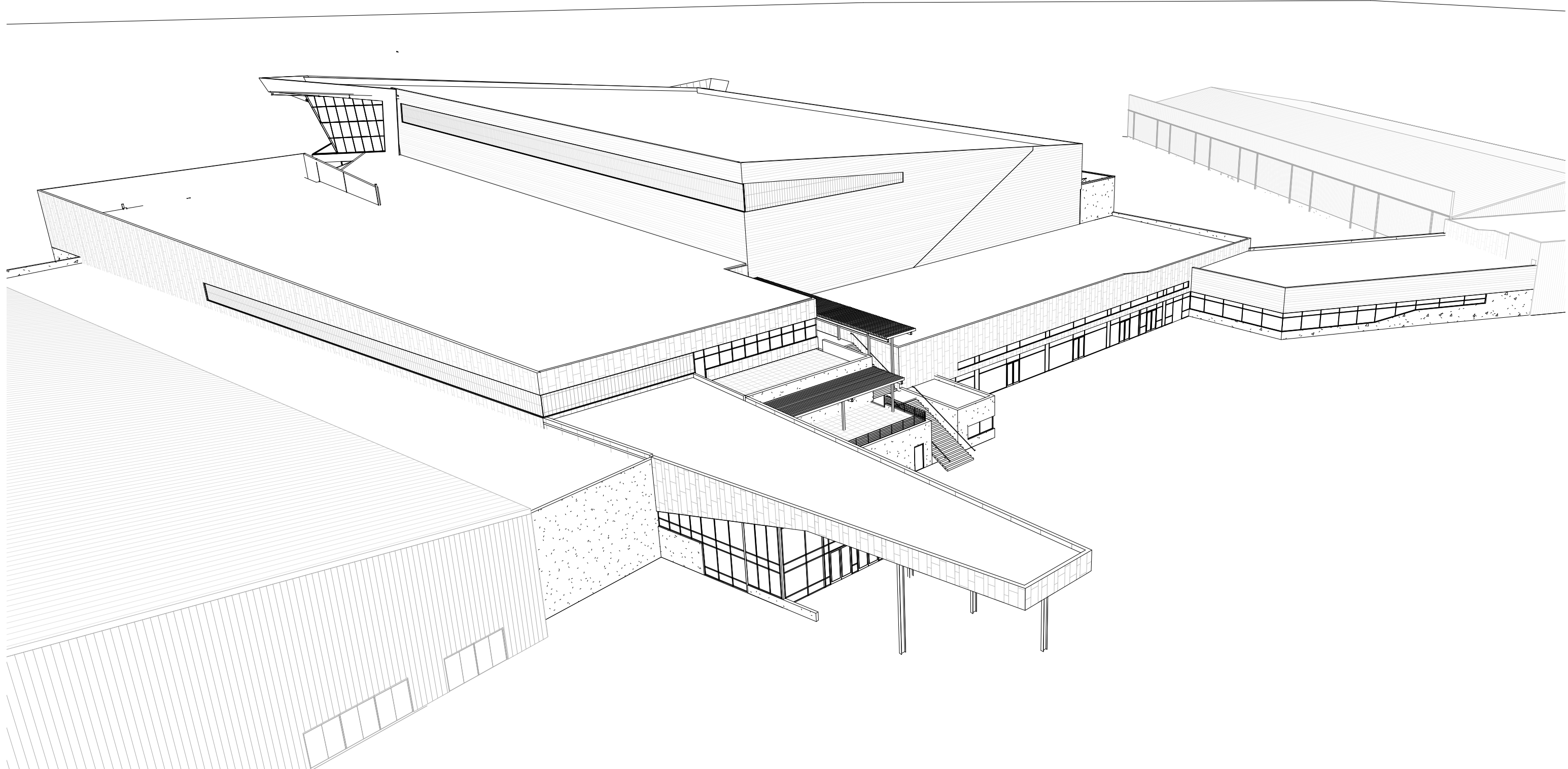
GILES ROAD



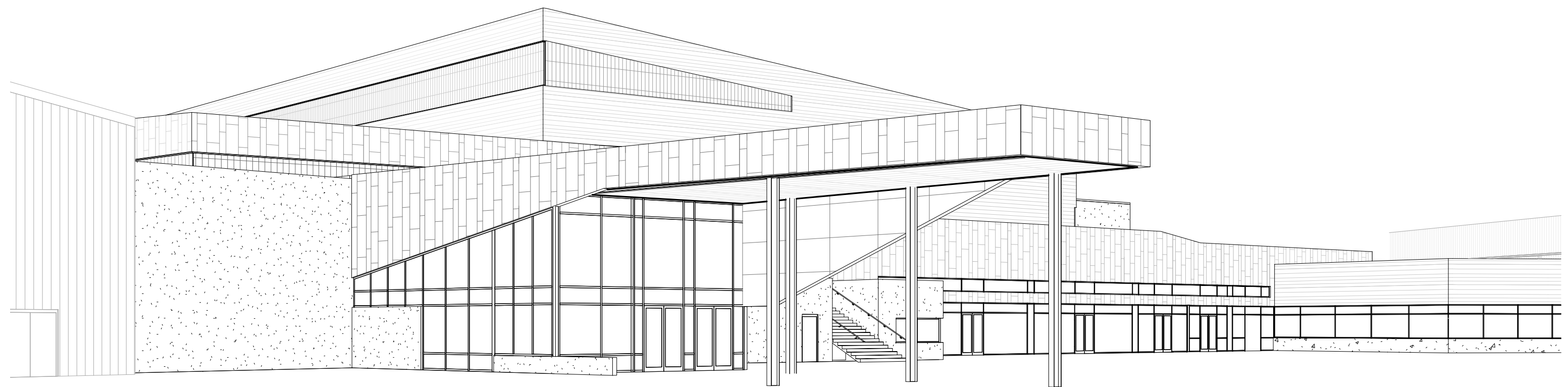
2 EXTERIOR SPECTATOR ENTRY AERIAL PERSPECTIVE
N-A3.01 NOT TO SCALE



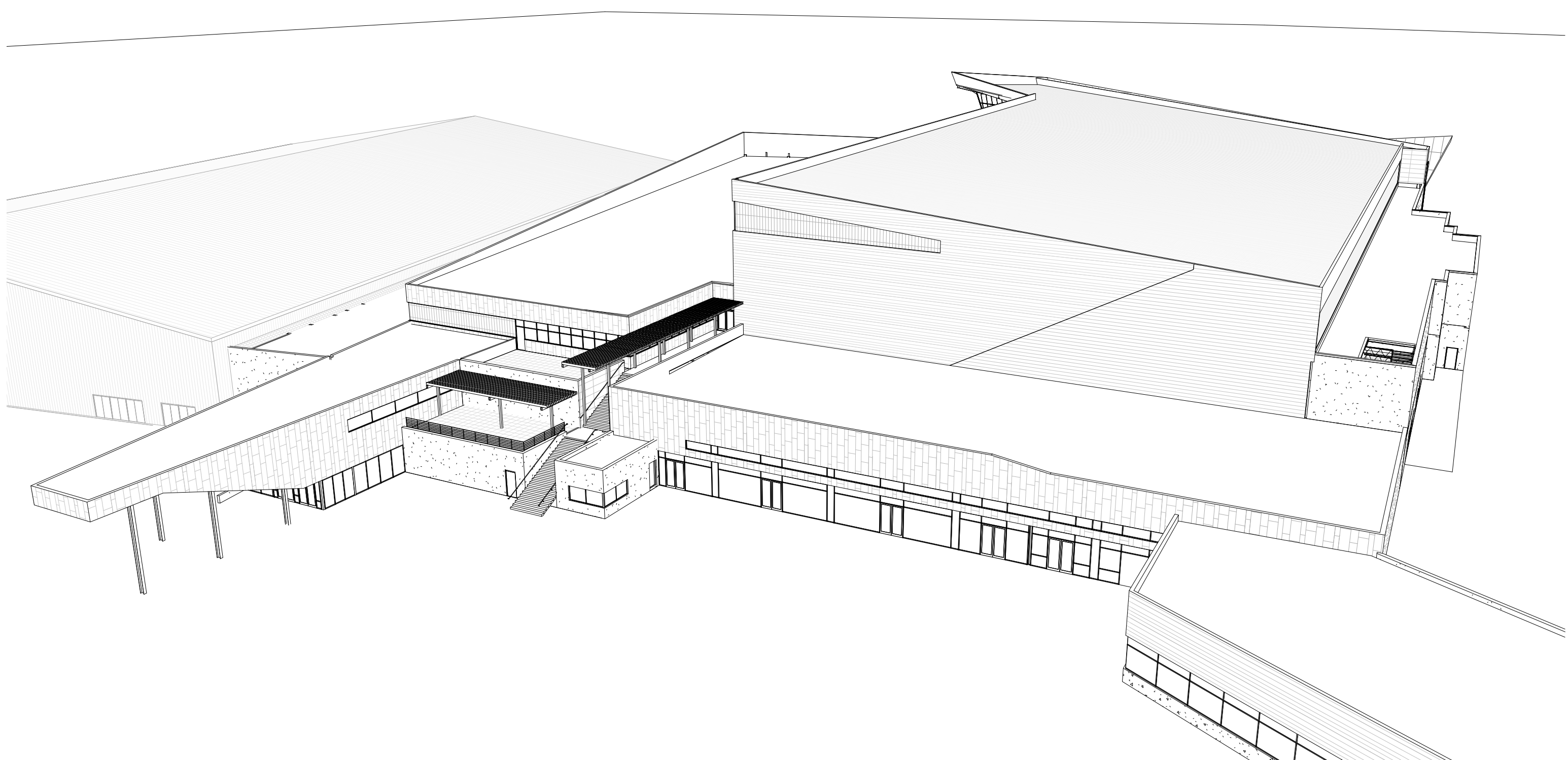
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N-A3.01 NOT TO SCALE



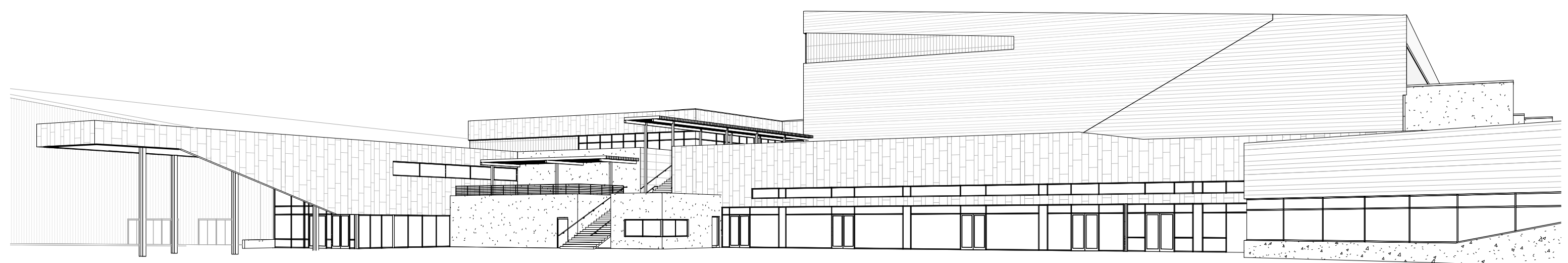
3 EXTERIOR DAILY USER ENTRY - AERIAL PERSPECTIVE
N-A3.01 NOT TO SCALE



4 EXTERIOR DAILY USER ENTRY - PERSPECTIVE
N-A3.01 NOT TO SCALE



5 EXTERIOR DAILY USER ENTRY - AERIAL PERSPECTIVE
N-A3.01 NOT TO SCALE



6 EXTERIOR DAILY USER ENTRY - AERIAL PERSPECTIVE
N-A3.01 NOT TO SCALE

GENERAL AXONOMETRIC / PERSPECTIVE NOTES

1. ALL AXONOMETRIC AND PERSPECTIVE DRAWINGS ARE SHOWN NOT TO SCALE AND ARE FOR REFERENCE ONLY.

No.	Description	Date

SCHEMATIC DESIGN
DOCUMENTS

NEBRASKA
MULTISPORT
COMPLEX

BUILDING AXONOMETRICS / PERSPECTIVES



119 SOUTH 49TH AVENUE
OMAHA, NEBRASKA 68132
(402)551-0800

PROJECT: 15102

ATE: 12-12-16

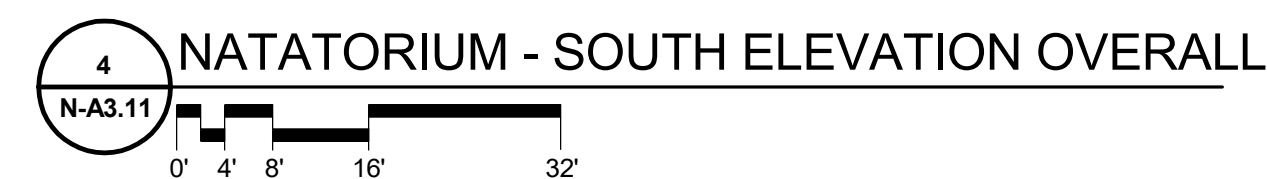
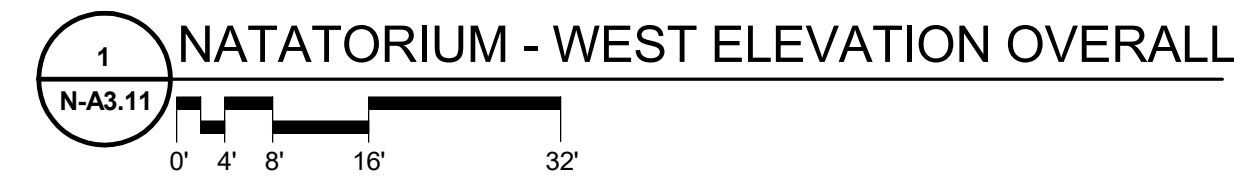
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N-A3.01

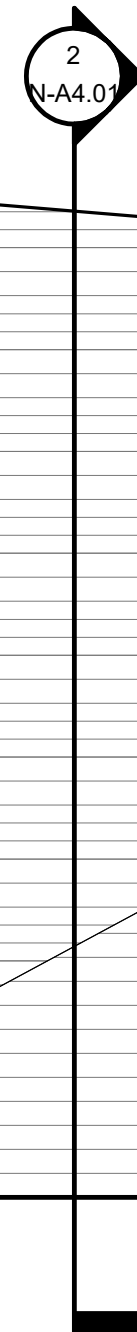
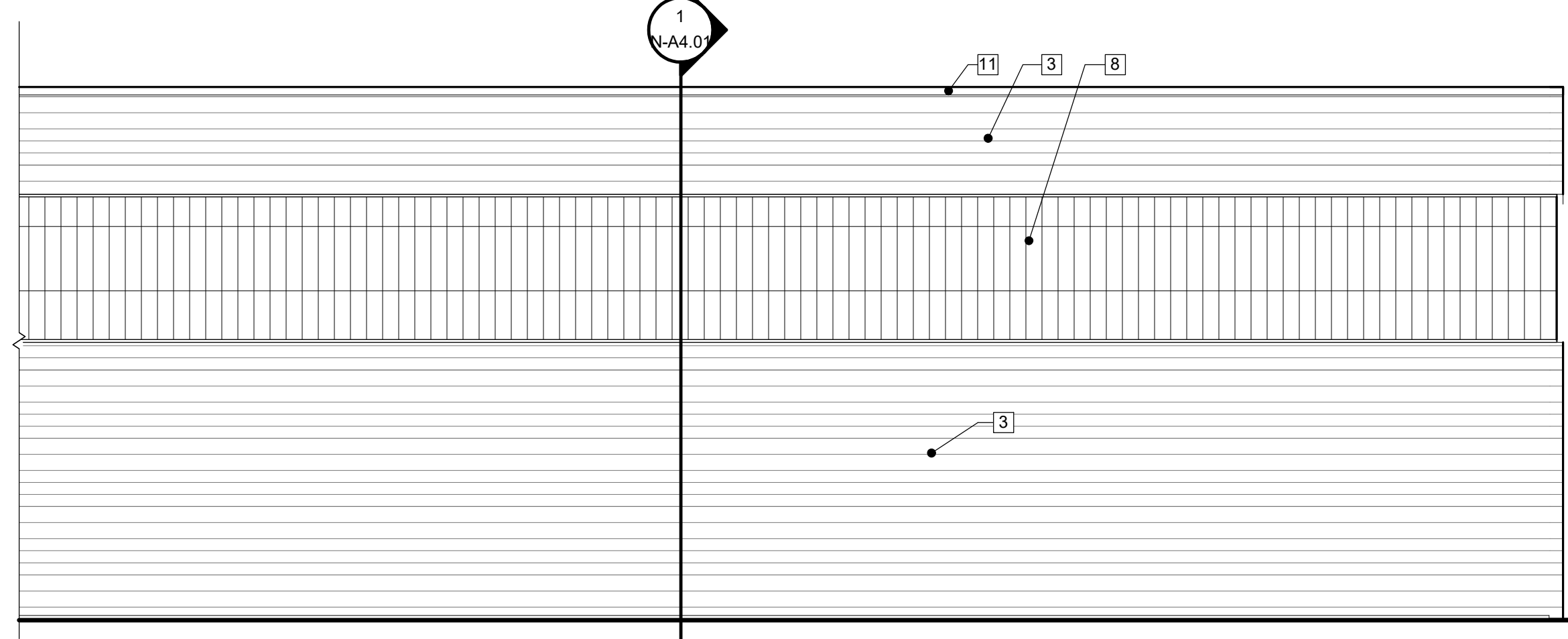
**SCHEMATIC
DESIGN**
NOT FOR CONSTRUCTION

Users\gsuhr\HB1\Documents\Revit15102_Nebraska_Multisport Complex-Natatorium_Arch_Central_R17.qgsuhr.m

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COPYRIGHT 2014

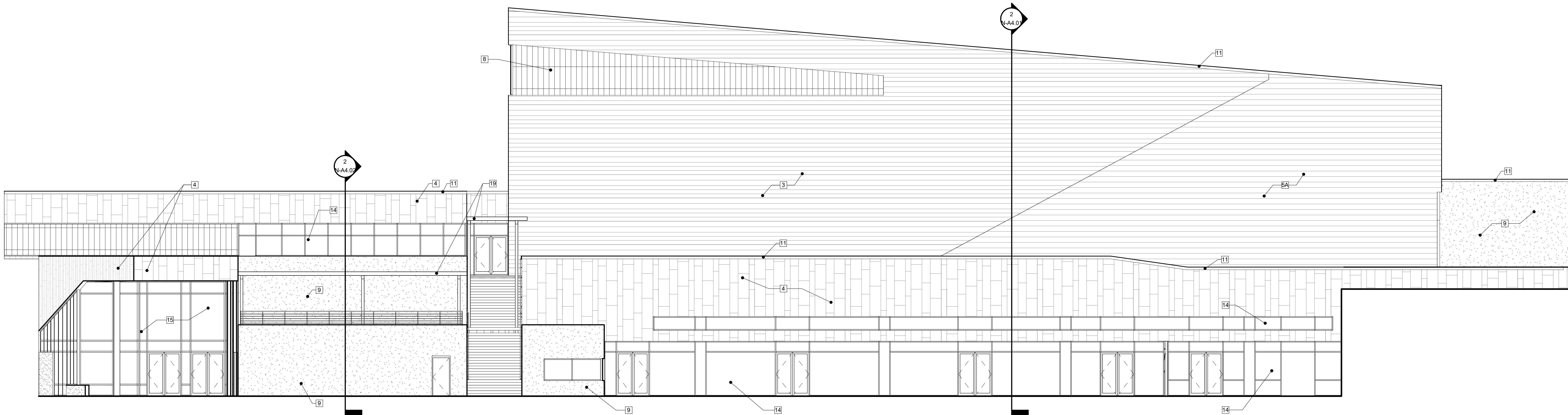


2
N-A3.13

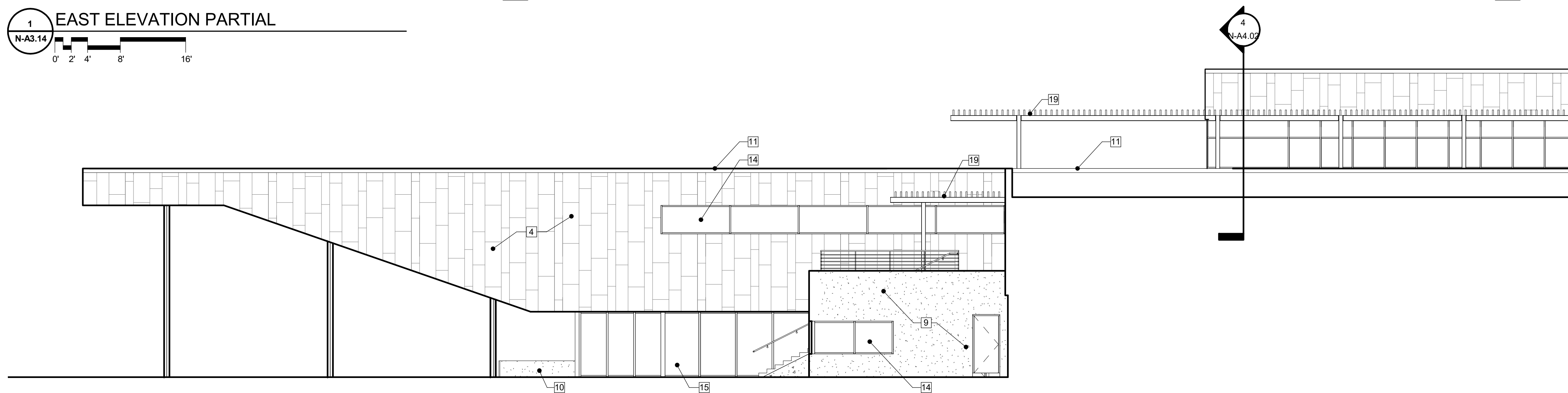


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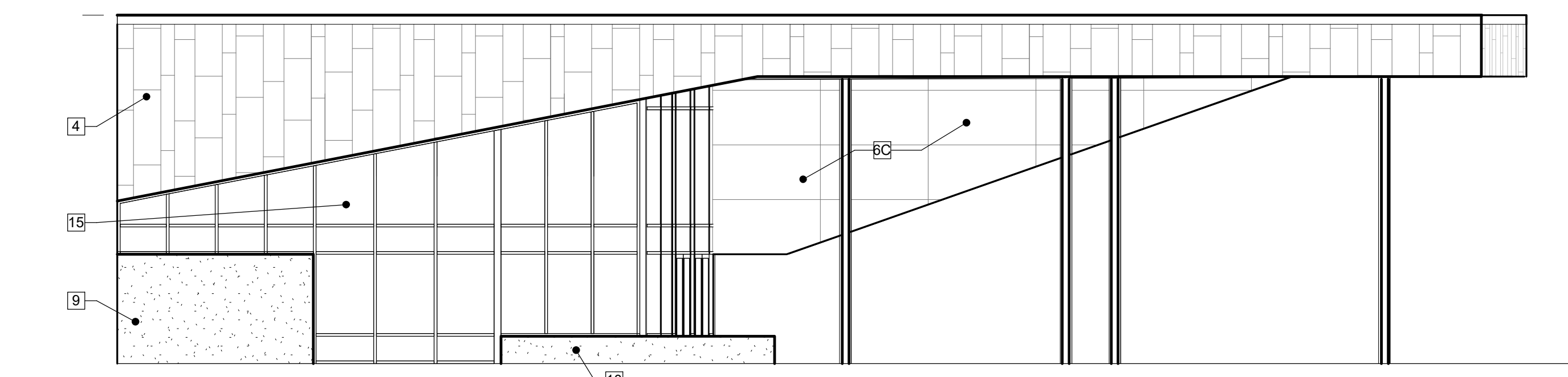
PROJECT: 15102
DATE: 12-12-16
SHEET:
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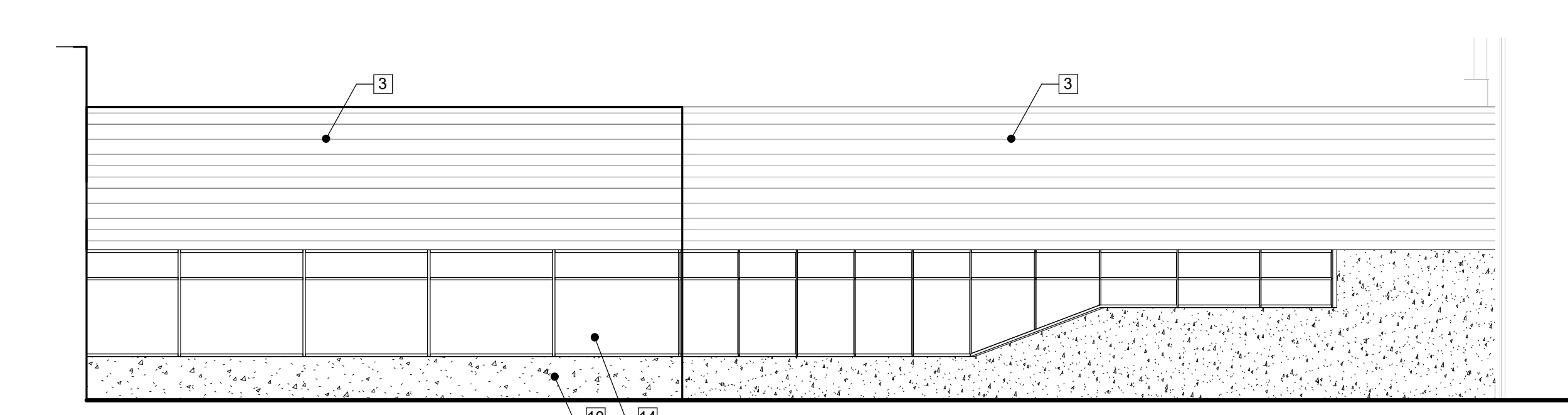
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N-A3.14
0' 2' 4' 8' 16'



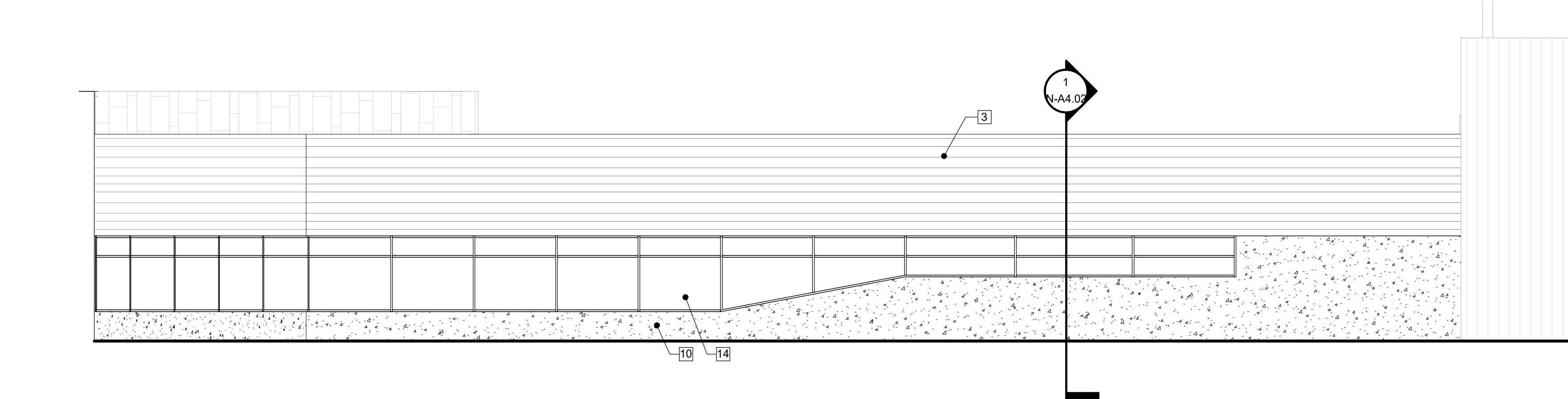
2 NORTH ELEVATION PARTIAL
N-A3.14
0' 2' 4' 8' 16'



3 SOUTH ELEVATION PARTIAL
N-A3.14
0' 2' 4' 8' 16'



4 SOUTH ELEVATION PARTIAL
N-A3.14
0' 2' 4' 8' 16'



5 EAST ELEVATION PARTIAL
N-A3.14
0' 2' 4' 8' 16'

No.	Description	Date

SCHEMATIC DESIGN DOCUMENTS

NEBRASKA MULTISPORT COMPLEX

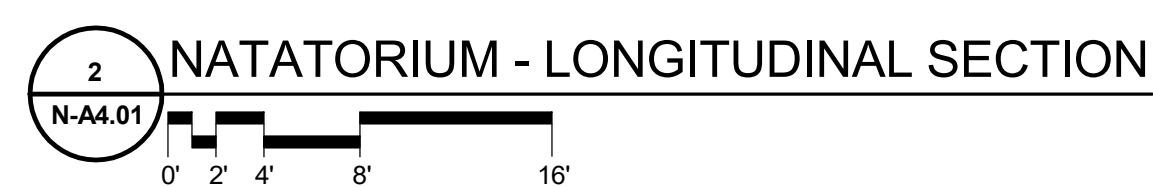
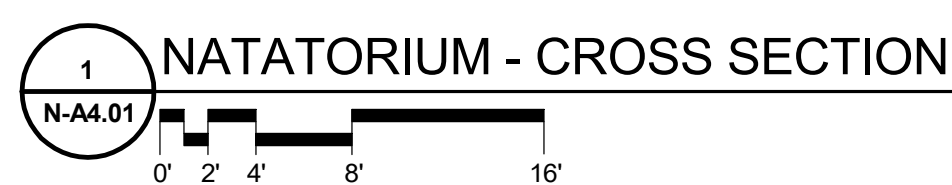
BUILDING ELEVATIONS

HBA
HOLLAND BASHAM ARCHITECTS
119 SOUTH 49TH AVENUE
OMAHA, NEBRASKA 68132
(402) 551-0800

PROJECT: 15102
DATE: 12-12-16
SHEET:
N-A3.14

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

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NEBRASKA
MULTISPORT
COMPLEX



HBA
HOLLAND BASHAM ARCHITECT

**119 SOUTH 49TH AVENUE
OMAHA, NEBRASKA 68132
(402)551-0800**

PROJECT: 15102
DATE: 12-12-16
SHEET:
N-A4.01

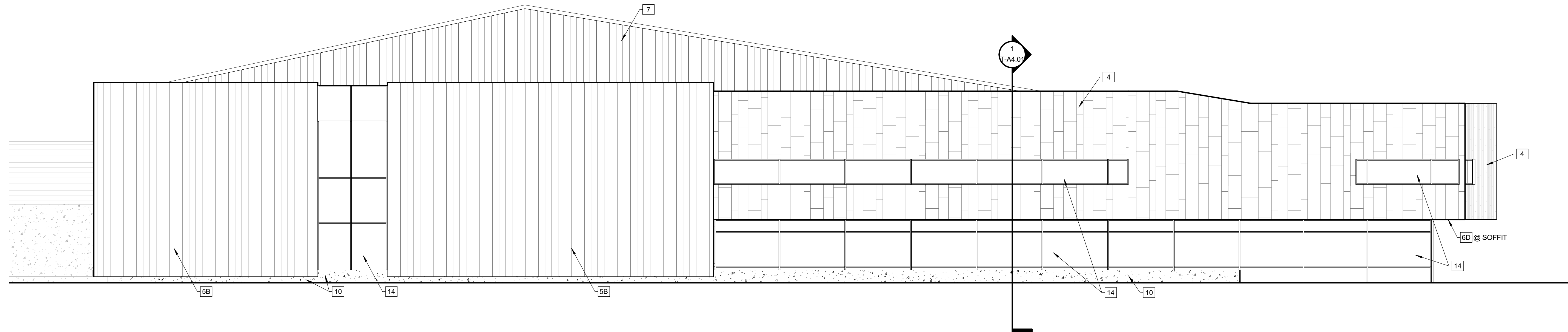


OMAHA, NEBRASKA 68132
402-551-0800

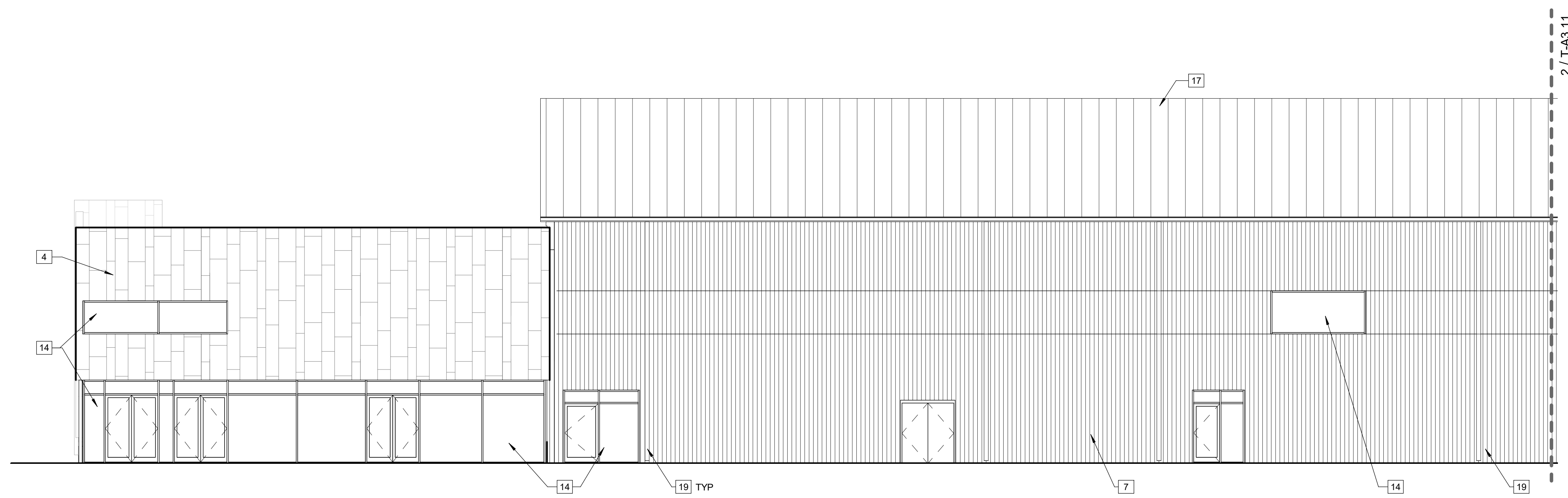
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Design
NOT FOR CONSTRUCTION**

**PROJECT: 16110
DATE: 12-12-16
SHEET:
T-A3.01**

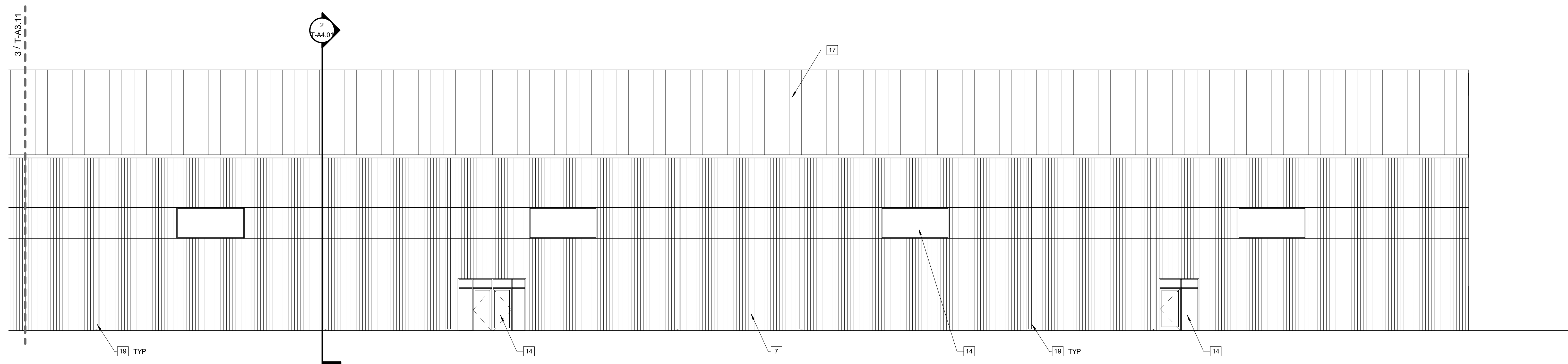
© 2016 HKS



1 EAST ELEVATION
T-A3.11
0' 2' 4' 8' 16'



3 NORTH ELEVATION AREA B - TENNIS
T-A3.11
0' 2' 4' 8' 16'



2 NORTH ELEVATION AREA A - TENNIS
T-A3.11
0' 2' 4' 8' 16'

KEYED ELEVATION NOTES

- TAG USED FOR THIS SCHEDULE
- 1 NOT USED (SEE NATATORIUM BUILDING)
 - 2 NOT USED (SEE NATATORIUM BUILDING)
 - 3 NOT USED (SEE NATATORIUM BUILDING)
 - 4 (MET-4) ZINC ALLOY METAL PLATE WALL PANELS - MANUFACTURER: DRI DESIGN; PRODUCT: VMZINC; ORIENTATION: VERTICAL; COLOR: ANTHRA ZINC
 - 5A NOT USED (SEE NATATORIUM BUILDING)
 - 5B (MET-5B) ARCHITECTURAL METAL WALL PANEL - MANUFACTURER: BERRIDGE; PRODUCT: FW-12; THICKNESS: 22GA; COLOR/FINISH: SHASTA WHITE, EMBOSSED TEXTURE; ORIENTATION: VERTICAL
 - 6A NOT USED (SEE NATATORIUM BUILDING)
 - 6B NOT USED (SEE NATATORIUM BUILDING)
 - 6C NOT USED (SEE NATATORIUM BUILDING)
 - 6D (MET-6D) ARCHITECTURAL COMPOSITE METAL PANEL - MANUFACTURER: VITRASOND; COLOR: LEMON YELLOW
 - 7 (MET-7) METAL WALL PANELS; MANUFACTURER: CHIEF; PRODUCT: AP PANELS (CONCEALED FASTENER); COLOR: CHARCOAL GREY
 - 8 NOT USED (SEE NATATORIUM BUILDING)
 - 9 NOT USED (SEE NATATORIUM BUILDING)
 - 10 CAST-IN-PLACE CONCRETE WALL
 - 11 NOT USED (SEE NATATORIUM BUILDING)
 - 12 NOT USED (SEE NATATORIUM BUILDING)
 - 13 RETAINING WALL
 - 14 ALUMINUM STOREFRONT SYSTEM
 - 15 ALUMINUM CURTAIN WALL SYSTEM
 - 16 PRECAST VENEER
 - 17 STANDING SEAM METAL ROOF
 - 18A NOT USED (SEE NATATORIUM BUILDING)
 - 18B NOT USED (SEE NATATORIUM BUILDING)
 - 19 DOWNSPOUT BY METAL BUILDING MANUFACTURER. SEE CIVIL FOR STORM CONNECTION

No.	Description	Date

SCHEMATIC DESIGN DOCUMENTS

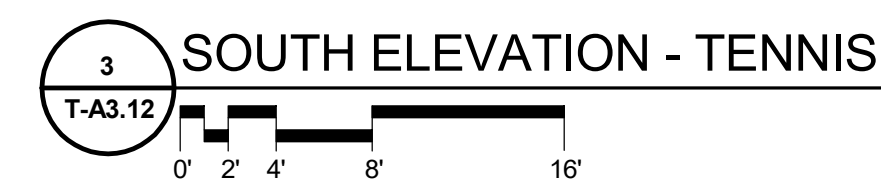
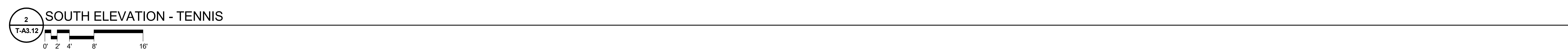
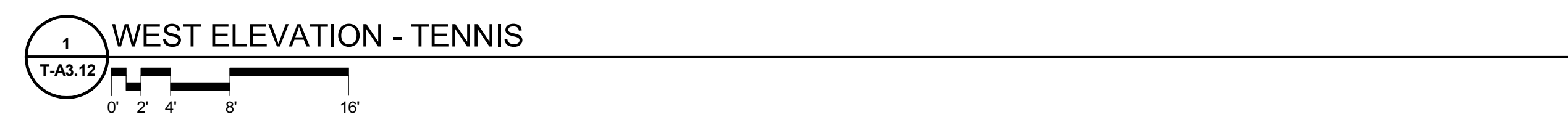
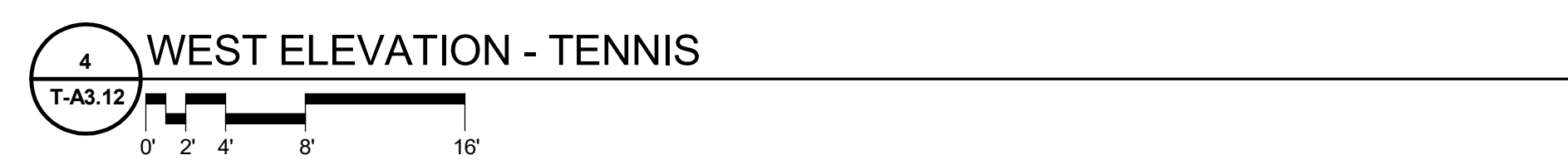
NEBRASKA MULTISPORT COMPLEX

BUILDING ELEVATIONS

HBA
HOLLAND BASHAM ARCHITECTS
119 SOUTH 49TH AVENUE
OMAHA, NEBRASKA 68132
(402) 551-0800

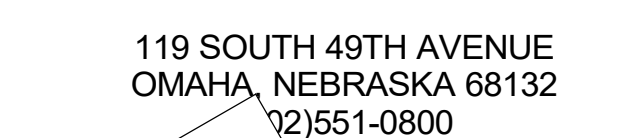
PROJECT: 16110
DATE: 12-12-16
SHEET:
T-A3.11

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

SCHEMATIC DESIGN
DOCUMENTS

NEBRASKA
MULTISPORT
COMPLEX

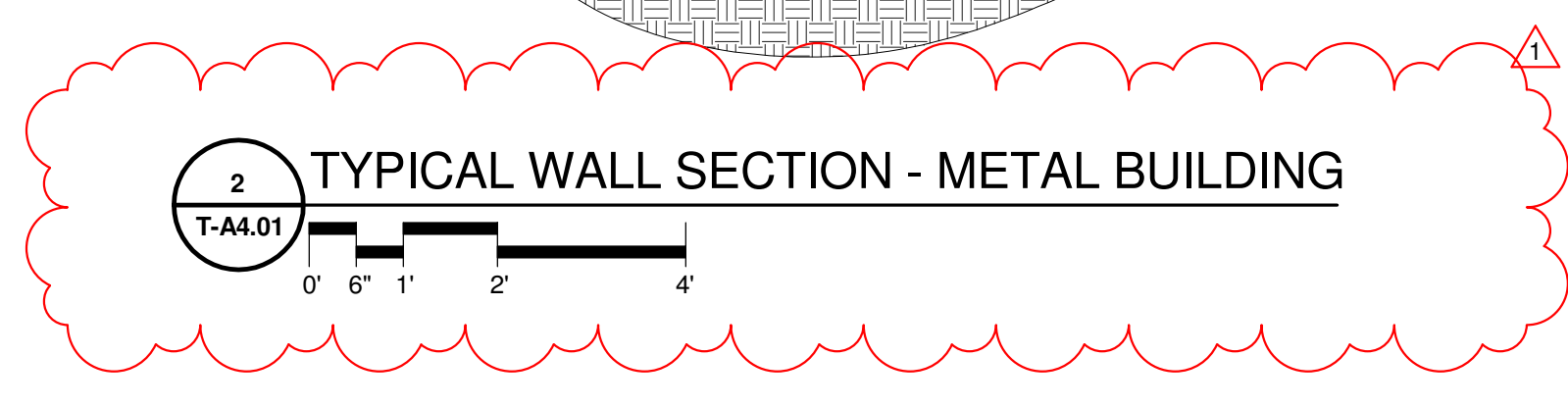
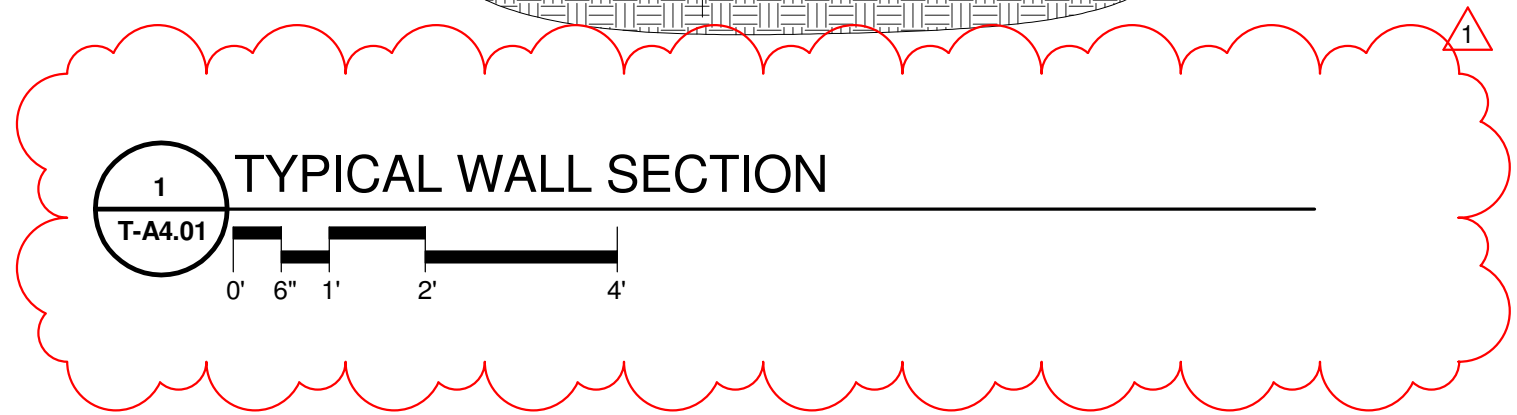
BUILDING ELEVATIONS



SCHEMATIC
DESIGN
CONSTRUCTION

PROJECT: 16110
DATE: 12-12-16
SHEET:
T-A3.12


TENNIS	TENNIS
FIRST FLOOR 01	MEZZANINE 02
1. Lobby	1. Lobby
A. Floor	A. Floor
a. Polished - Stained Concrete	a. Polished - Stained Concrete
B. Wall	B. Wall
a. GWB	a. GWB
• Paint	• Paint
C. Ceiling	C. Ceiling
a. APC: 2x2	a. APC: 2x2
D. Structure (concealed)	D. Structure (concealed)
a. Spray applied fire proofing	a. Spray applied fire proofing
E. Structure Deck / joists	E. Structure Deck / joists
a. Spray applied fire proofing	a. Spray applied fire proofing
2. Corridors	2. Corridors (Elevated Walk-way)
A. Floor	A. Floor
a. Carpet - \$25.00 / sq. yd.	a. Polished - Stained Concrete
B. Wall	B. Wall
a. GWB	a. GWB
• Paint	• Paint
C. Ceiling	C. Ceiling
a. APC: 2x2	a. Exposed
b. Exposed	D. Structure (concealed)
D. Structure (concealed)	a. Spray applied fire proofing
a. Spray applied fire proofing	3. Restrooms (General)
3. Restrooms (General)	A. Floor
A. Floor	a. Stained - Polished concrete
a. Stained - Polished concrete	• Paint
B. Wall	a. GWB
a. GWB	• Paint
• Paint	C. Ceiling
C. Ceiling	a. GWB
a. GWB	D. Structure (concealed)
• Paint	a. Spray applied fire proofing
D. Structure (concealed)	4. Mechanical - Back of House (General)
a. Spray applied fire proofing	A. Floor
4. Mechanical - Back of House (General)	a. Sealed concrete
A. Floor	B. Wall
a. Sealed concrete	a. CMU
B. Wall	b. GWB
a. CMU	• Paint
b. GWB	c. Ceiling
• Paint	Exposed
C. Ceiling	C. Structure (concealed)
• Exposed	a. Spray applied fire proofing
C. Structure (concealed)	5. Office Space (General)
a. Spray applied fire proofing	A. Floor
5. Office Space (General)	a. Carpet 25.00 / sq.yd.
A. Floor	B. Wall
a. Carpet 25.00 / sq.yd.	a. CMU
B. Wall	• Paint
a. CMU	b. GWB
• Paint	• Paint
C. Ceiling	C. Ceiling
a. APC: 2x2	a. APC: 2x2
D. Structure (concealed)	D. Structure (concealed)
a. Spray applied fire proofing	a. Spray applied fire proofing
6. Tennis courts	6. Stairs - Exit
A. Floor	a. Sealed concrete
a. Concrete w/ tennis court topping	b. Metal pan stairs
B. Wall	B. Wall
a. Exposed w/ simple saver insul.	a. Precast
C. Ceiling	• Paint
a. Exposed w/ simple saver insul.	b. CMU
D. Structure	• Paint
a. Intumescent paint:	C. Ceiling
• Exposed structural columns and beams	a. Exposed
E. Structure (concealed)	D. Structure
a. Spray applied fire proofing	a. Spray applied fire proofing
7. Locker Rooms	
A. Floor	
a. Sealed concrete	
B. Wall	
a. GWB	
• Paint	
C. Ceiling	
a. APC: 2x2	
D. Structure (concealed)	
a. Spray applied fire proofing	
8. Stairs - Exit	
A. Floor	
a. Sealed concrete	
b. Metal pan stairs	
B. Wall	
a. Precast	
• Paint	
b. CMU	
• Paint	
C. Ceiling	
a. Exposed	
D. Structure	
a. Spray applied fire proofing	



SCHEMATIC DESIGN
DOCUMENTS

NEBRASKA
MULTISPORT
COMPLEX

WALL SECTIONS / FINISH
SCHEDULE



HOLLAND BASHAM ARCHITECTS

119 SOUTH 49TH AVENUE
OMAHA, NEBRASKA 68132
(402) 551-0800

PROJECT: 16110
DATE: 12-12-16
SHEET:
T-A4.01

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DESIGN
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**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2017 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT 911 TOWER SITE LEASE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROBERT S. LAUSTEN POLICE CHIEF/ DIRECTOR OF PUBLIC SAFETY

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement between the City of La Vista and Sarpy County for the lease of a portion of the Fire Station Property necessary for purposes of providing a site for a communications tower and equipment shelter for effective emergency communications throughout the county.

FISCAL IMPACT

None.

RECOMMENDATION

Approval

BACKGROUND

In 1994, Sarpy County purchased an 800MHz trunked radio system to provide public safety and public works staff with the capability of on-the-street communications using mobile and portable radios. The system has been upgraded several times to replace portions such as controllers and dispatch consoles as they became obsolete. The final portion of the system that has not yet been replaced is the base station infrastructure and microwave radio site connectivity which is at end-of-life after having been in service for over twenty years.

The Sarpy County E911 Communications Department has worked with the system's vendor to develop a plan to replace these end-of-life components and to implement upgrades that will provide the County with improved system capacity and coverage. The radio system currently hosts approximately twice as many user radios as when it was first installed. Further, those users find themselves needing to communicate while inside buildings more often as the County has grown more urban. To provide users with improved coverage in most buildings, the project will increase the number of tower sites from three to six. To support additional users as the County continues to grow, the upgrade also includes additional channels and technology that will enable 40% more simultaneous conversations.

The County contracted with a professional communications consulting firm, Tusa Consulting, to confirm that the equipment is at end-of-life and to meet with representatives of served agencies to insure that the project addresses their needs and concerns. Tower site location was critical to the project. In La Vista, the County considered two candidates for this site designation. (1) An existing tower at the La Vista City Hall location, however, the tower would not support the new antennas and microwave dishes; it would

have to be replaced. (2) a new tower at the City-owned property at the new fire station is the preferred location since it will provide improved coverage to areas where coverage is an issue.

Our partners in providing fire services, the City of Papillion and the Papillion Rural Fire District, are in agreement of the project and the proposed lease.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL LEASE AGREEMENT WITH SARPY COUNTY, NEBRASKA FOR THE LEASE OF CITY PROPERTY AT 10727 CHANDLER ROAD FOR A 911 TOWER SITE.

WHEREAS, City of La Vista Facilities Corporation, a Nebraska nonprofit corporation ("Facilities Corporation") owns and leases to City certain property (hereinafter "the Fire Station Property") located at 10727 Chandler Road, in the City of La Vista, Sarpy County, Nebraska; and

WHEREAS, Sarpy County desires to enter into this Lease of a portion of the Fire Station Property necessary for purposes of providing a site for a communications tower and equipment shelter for effective emergency communications throughout the county, including the City ("911 Communications"); and,

WHEREAS, Pursuant to the Interlocal Cooperation Act, Nebraska Revised Statute §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, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista that the Interlocal Cooperation Agreement with Sarpy County, Nebraska is hereby approved.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized to sign and execute the necessary documents to the Interlocal Cooperation Agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**UNANIMOUS CONSENT OF DIRECTORS OF
THE CITY OF LA VISTA FACILITIES CORPORATION**

The undersigned, constituting all of the Directors of the City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, ("Corporation") hereby adopt and approve the following Resolutions by unanimous written consent.

BE IT RESOLVED that an Interlocal Lease Agreement Between the County of Sarpy and the City of La Vista for 911 Tower Sites is presented with this Unanimous Consent to provide Sarpy County a site on the fire station property at 10727 Chandler Road for a tower for 911 communications ("Interlocal Agreement").

BE IT FURTHER RESOLVED that the Interlocal Agreement and lease described therein is hereby approved.

BE IT FURTHER RESOLVED that the officers of the Corporation are hereby authorized and directed to take all actions necessary or appropriate to carry out the actions approved herein.

All of the foregoing actions are hereby adopted as the unanimous action of all Directors of the Corporation, effective as of the date executed by the last Director below.

DATE

Eugene S. Tschida, Director

DATE

Michael T. Branigan, Director

DATE

Janice Anderson, Director

**INTERLOCAL LEASE AGREEMENT BETWEEN THE COUNTY OF SARPY AND THE CITY OF LA VISTA
FOR 911 TOWER SITE**

This lease ("Lease" or "Agreement") is by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate (hereinafter "Lessee") and the City of La Vista (hereinafter "City" or "Lessor") (jointly referred to as "the Parties").

WHEREAS, the City of La Vista Facilities Corporation, a Nebraska nonprofit corporation ("Facilities Corporation") owns and leases to City certain property (hereinafter "the Fire Station Property") located at 10727 Chandler Road, in the City of La Vista, Sarpy County, Nebraska, legally described as follows: Lot 246A, Val Vista, a subdivision located in the SW ¼ of Section 16, Township 14 North, Range 12 East of the Sixth P.M., Sarpy County, Nebraska; and

WHEREAS, the Parties desire to enter into this Lease of a portion of the Fire Station Property necessary for purposes of providing a site for a communications tower and equipment shelter for effective emergency communications throughout the county, including the City ("911 Communications"). Sheets Numbers C-1.1 through C1.4 as attached contains the portion of the Fire Station Property to be leased, easement areas, and proposed locations for the tower, equipment, and related improvements; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Nebraska Revised Statute §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;

NOW, THEREFORE, it is agreed by and between the Parties as follows:

I. PURPOSE

The purpose of this Agreement is to provide Lessee with a portion of the land and/or space on the Fire Station Property suitable for the building of a tower and the building of an equipment shelter and related improvements to be used by Lessee to provide 911 Communications ("Facilities and Uses").

II. LEASED PREMISES

The portion of the Fire Station Property leased to Lessee pursuant to this Lease is described or depicted in Sheets Numbers C-1.1 through C1.4, attached hereto and incorporated herein by this reference ("Leased Property"). Lessee by this Agreement also is provided nonexclusive easements described and depicted in such Sheets Numbers C-1.1 through C1.4 for use as required for Lessee's access to and use of the Leased Premises ("Easement Area"). Lessee has inspected and determined that the Leased Property and Easement Area are suitable for the Facilities and Uses. Lessee shall be solely responsible for such inspections and determinations, and Lessor gives no warranty or representation as to such suitability. Unless otherwise

specified, provisions of this Lease, including without limitation term and termination provisions, shall apply to and govern Lessee's use of both the Leased Property and Easement Area.

III. TERM OF LEASE

This Lease shall be in full force and effect from March 1st, 2017 to February 28th, 2037. Such term may be extended for up to three (3) successive ten (10) years terms upon the express written consent of both parties. If extended, such term must be agreed upon within one hundred and twenty (120) days of the expiration of the current contract term.

IV. DUTIES OF LESSEE

- A. **COMPENSATION:** Lessee shall pay \$1.00 per year, and provide other good and valuable consideration as set forth in this Lease, to Lessor during the term of this Agreement, including any extensions thereof.
- B. No construction, improvements, repairs, alterations, replacements, additions, subtractions, or changes of any kind or character will be made at any time on or to the Leased Property or Easement Area, or on or to any improvements of the Leased Property or Easement Area, by or on behalf of Lessee ("Improvements") without prior written consent of Lessor or its authorized agent, including, without limitation, any Buildings, structures, or other improvements necessary to or in connection with the Facilities or Uses or 911 Services. Such consent will not be unreasonably withheld. Plans for any such Improvements shall be subject to prior review and written approval of the City Engineer.
- C. Lessee shall not hinder Lessor's access to any portion of the Leased Property or Easement Area.
- D. Lessee shall be responsible for and pay all costs and expenses of Lessee's Facilities and Uses, including without limitation, all Improvements and the installation of Lessee's equipment and property.
- E. Access to the Leased Property necessary for purposes of the Facilities and Uses will be made via a concrete path constructed on the access easement of the Easement Area by the Lessee, to the satisfaction of the City Administrator, City Engineer, or her or his designee.
- F. Lessor, at the election of the City Administrator, City Engineer, or her or his designee, from time to time during this Lease shall have access and the right to install and use, or authorize the installation and use, of equipment on the tower located on the Leased Property at no cost or expense to Lessor, except for the cost or expense to acquire, install, operate, maintain, repair, or replace the equipment; provided such equipment shall not interfere with the use of equipment already located on the tower.

V. DUTIES OF LESSOR

- A. Lessor upon execution of this Lease shall provide Lessee use of the Leased Property and Easement Area, and allow Lessee 24 hour access to the Leased Property and Easement Area, in accordance with this Agreement from the time of the execution of this Lease through the end of the Lease term, including any extensions, for the Facilities and Uses.

VI. COMPLIANCE WITH LAWS

- A. This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
- B. Pursuant to Nebraska Revised Statute §13-804(5), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- C. Lessee warrants that it has neither employed nor retained any company or person, other than a bona fide employee working for Lessee, to solicit or secure this Agreement, and that Lessee has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Lessor shall have the right to terminate this Lease without liability, or, in its discretion, to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee from Lessee.
- D. The Parties hereto promise and agree to comply with all Federal and State laws, County and City ordinances, and other such rules and regulations which may apply to this Lease, including but not limited to those set forth herein.
- E. Pursuant to Nebraska Revised Statute §23-3113, the Parties hereto declare and affirm that no officer, member, or employee of Lessor, and no member of its governing body and no other public official of Lessor who exercises any functions or responsibilities in the review or approval of the undertaking described in this Lease, or the performing of either Parties' obligations pursuant to this Lease, shall participate in any decision relating to this lease which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of Lessor, nor any member of its governing body, have any interest, direct or indirect, in this Lease or the proceeds thereof.

VII. GENERAL PROVISIONS

- A. **TERMINATION:** This Lease may not be terminated by a party for any reason during the original term or during successive terms except upon material breach and failure to cure by the other party, or by written Agreement of both parties, and no less than one hundred and twenty (120) days notice.
- B. **HOLD HARMLESS:** Each party ("Indemnifying Party") agrees it is responsible for its own officers, officials, agents, and employees in performing this Agreement, and hereby agrees to release, indemnify and hold harmless, to the full extent allowed by law, the other party, its officers, officials, agents, and employees, from and against all losses, claims, damages, and expenses, proximately caused by any negligent acts or omissions of the Indemnifying Party, its officers, officials, agents, or employees in performing this agreement.
- C. **SEVERABILITY:** It is understood and agreed by the Parties hereto that if any part, term, condition, or provision of this Lease is held to be illegal or in conflict with any law of this State or the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be

construed and enforced as if the Lease did not contain the particular part, term, condition, or provision held to be invalid.

- D. **ASSIGNMENT:** Neither party shall convey or assign this Lease or any rights or obligations under this Lease without the prior written consent of the other party. Provided, however, Lessee shall have the right to lease space on its tower to third parties for reasonable compensation, subject to: rules that Lessee shall establish before entering any such lease that govern facilities or equipment permitted on the tower or Leased Property or their use, including limitations as to the maximum size, location, and number and extent of total facilities and equipment permitted on or in the tower or Leased Property, to the satisfaction of the City Administrator, City Engineer, or her or his designee. Lessor will be paid 50% of all such compensation Lessee receives.
- E. **INTEGRATION:** This Lease contains the entire agreement between the Parties, and there are no other written or oral promises, contracts, or warrants which may affect it, except as contained herein. This Lease cannot be amended except by written agreement of both parties. Notice to the parties shall be given in writing to the agents for each party named below:

Lessee: Ms. Deb Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Lessor: Ms. Pam Buethe
City Clerk
8116 Park View Boulevard
La Vista, NE 68128

- F. **SUBLEASE:** This Agreement shall constitute a sublease of the Leased Property from City to Lessee during the period of any lease of the Fire Station Property by the La Vista Facilities Corporation to the City ("Primary Lease"), after which and the City takes title to the Fire Station Property, this Lease shall continue in effect uninterrupted as a lease of the Leased Property from the City to Lessee for the remainder of the Lease term and any extensions thereof. This Lease and provisions governing the Leased Property and Easement Area shall be subject to the terms and conditions of the Primary Lease while the Primary Lease is in effect.
- G. **CONSENT OF FACILITIES CORPORATION:** This Lease shall be subject to written consent of the La Vista Facilities Corporation.
- H. **Recitals** at the beginning of this Lease shall be incorporated into this Lease by reference.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents,
hereto affix our signatures and seals in duplicate this ____ day of _____, 2017.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate, Lessee

(Seal)

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form:

Deputy Sarpy County Attorney

CITY OF LA VISTA, NEBRASKA,
Lessor

(Seal)

ATTEST:

City Clerk

Mayor

[Deleted - City of La Vista does not use this process]

CONSENT OF CITY OF LA VISTA FACILITIES CORPORATION:

The INTERLOCAL LEASE AGREEMENT BETWEEN THE COUNTY OF SARPY AND THE CITY OF LA VISTA FOR 911 TOWER SITES above and lease of property and related easements according to the terms and conditions stated therein are hereby approved.

Dated this _____ day of _____, 2017.

CITY OF LA VISTA FACILITIES CORPORATION,
a Nebraska nonprofit corporation

By: _____
Eugene S. Tschida, President

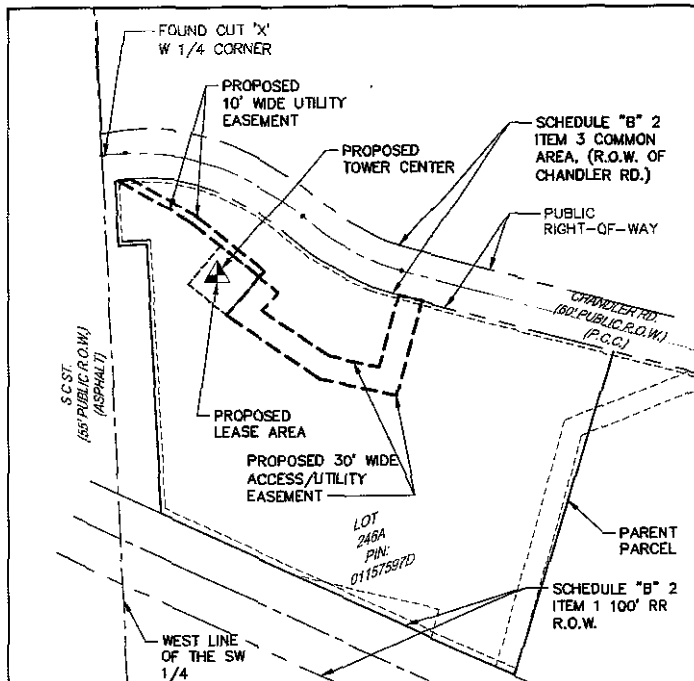
ATTEST:

Michael T. Branigan, Secretary

EXHIBIT C

LEASED PREMISES

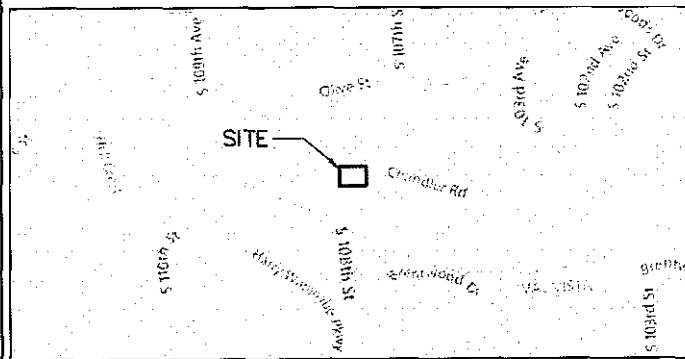
[Attach Sheet C 1.1 through C1.4]



PARENT PARCEL

SCALE: 1"=150'

SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST
SARPY COUNTY, NEBRASKA



VICINITY MAP

SCALE: NONE

DESCRIPTION OF PARENT PARCEL

(PER WARRANTY DEED RECORDED IN THE SARPY COUNTY RECORDERS' OFFICE IN INSTRUMENT NUMBER 2005-13486)

LOT 246A, VALVISTA, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

COMMONLY KNOWN AS 10727 CHANDLER RD., LA VISTA, NE

SCHEDULE 'B' - SECTION II ITEMS

ITEM 1: TERMS AND CONDITIONS OF RIGHT OF WAY DEED TO OMAHA AND NORTH PLATTE RAILROAD COMPANY ITS SUCCESSORS AND ASSIGNS, RECORDED IN BOOK Q, PAGE 122; RECORDS OF SARPY COUNTY, NEBRASKA. (AS SHOWN)

ITEM 2: EASEMENTS AND RESTRICTIONS RESERVED AND SHOWN IN THE PLAT AND DEDICATION OF VAL VISTA RECORDED JUNE 3, 2002 AS INST. NO. 2002-20539; RATIFICATION RECORDED SEPTEMBER 13, 2002 AS INST. NO. 2002-38015; INSTRUMENT RECORDED APRIL 27, 2005 AS INST. NO. 2005-13485; PARTIAL RELEASE OF EASEMENT RECORDED JULY 1, 2005 AS INST. NO. 2005-22113; DISCLAIMER AND RELEASE RECORDED AUGUST 23, 2005 AS INST. NO. 2005-30366; AND DISCLAIMER AND RELEASE RECORDED AUGUST 23, 2005 AS INST. NO. 2005-30367; RECORDS OF SARPY COUNTY, NEBRASKA. (EASEMENTS SHOWN)

ITEM 3: TERMS AND CONDITIONS OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS LOTS 241 THROUGH 248, INCLUSIVE, AND OUTLOT "E", VAL VISTA SUBDIVISION (COMMONLY KNOWN AS VAL VISTA BUSINESS PARK), RECORDED JUNE 3, 2002 AS INST. NO. 2002-20540; AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS LOTS 241 THROUGH 248, INCLUSIVE, AND OUTLOT "E", VAL VISTA SUBDIVISION (COMMONLY KNOWN AS VAL VISTA BUSINESS PARK), RECORDED APRIL 27, 2005 AS INST. NO. 2005-13484; AND AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS LOTS 241 THROUGH 248, INCLUSIVE, AND OUTLOT "E", VAL VISTA SUBDIVISION (COMMONLY KNOWN AS VAL VISTA BUSINESS PARK), RECORDED OCTOBER 22, 2010 AS INST. NO. 2010-29452; RECORDS OF SARPY COUNTY, NEBRASKA. (AS SHOWN)

ITEM 4: TERMS AND CONDITIONS OF ADMINISTRATIVE PLAT - BOUNDARY ADJUSTMENT CITY OF LA VISTA, NEBRASKA RECORDED AS INST. NO. 2005-06704; RECORDS OF SARPY COUNTY, NEBRASKA.

ITEM 5: TERMS AND CONDITIONS OF LICENSE AND EASEMENT FROM THE CITY OF LA VISTA, NEBRASKA, TO CITY OF LA VISTA FACILITIES CORPORATION, RECORDED DECEMBER 29, 2005 AS INST. NO. 2005-47745; RECORDS OF SARPY COUNTY, NEBRASKA.

ITEM 6: TERMS AND CONDITIONS OF LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF LA VISTA FACILITIES CORPORATION, A NONPROFIT CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA, AND THE CITY OF LA VISTA, NEBRASKA, RECORDED DECEMBER 29, 2005 AS INST. NO. 2005-47747; RECORDS OF SARPY COUNTY, NEBRASKA.

SURVEYOR'S NOTES

BEARINGS ARE BASED ON THE NEBRASKA STATE PLANE COORDINATE SYSTEM, U.S. FOOT (NAD83) FROM GPS EQUIPMENT USING THE H-P RTK NETWORK.

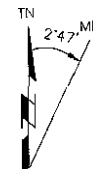
SITE BENCHMARK:

TOP OF PIER FOOTING FOR LIGHT POST EAST OF LEASE AREA
-ELEVATION=1113.91' (NAVD 88)

SITE SURVEY

PROPERTY OWNERS: CITY OF LA VISTA, NE

TN=TRUE NORTH
MN=MAGNETIC NORTH
(MAGNETIC DECLINATION TAKEN FROM NATIONAL GEODETIC SURVEY WEB SITE FOR THIS AREA, 09/14/2016) CHANGING BY 0° 6' W PER YEAR (PLUS OR MINUS 0° 22')



TOWER INFORMATION

TOWER TYPE	HEIGHT
SELF-SUPPORT	120.0'

GEOGRAPHIC COORDINATES

LATITUDE:	41°10'58.86"	NAD83
LONGITUDE:	96°04'50.74"	NAD83
SITE ELEVATION:	1109 FEET	NAVD88

UTILITY NOTE

THE LOCATIONS OF UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SURVEYOR THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS NOT KNOWN TO SURVEYOR AND NOT SHOWN ON THIS DRAWING.

GENERAL NOTES

THIS PARCEL IS ZONED I-1 LIGHT INDUSTRIAL; SARPY COUNTY JURISDICTION.

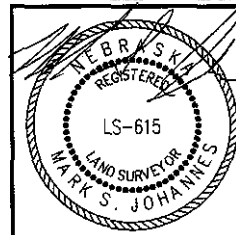
SETBACKS: FRONT = 35'; REAR = 25'; SIDE = 30'.

ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 31153C062H, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND WITH AN EFFECTIVE DATE OF MAY 3, 2010, THIS SITE APPEARS TO BE LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SURVEYOR UTILIZED THE ABOVE REFERENCED FLOODPLAIN PANEL FOR THIS DETERMINATION; FURTHERMORE, THE SURVEYOR DOES NOT CERTIFY THAT REVISED FLOODPLAIN INFORMATION HAS NOT BEEN PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR SOME OTHER SOURCE.

A FULL BOUNDARY SURVEY WAS NOT PERFORMED ON THE PARENT PARCEL SHOWN ON THIS SHEET. ONLY MONUMENTS SHOWN AS "FOUND" WERE USED TO DESCRIBE THE EASEMENTS AND LEASE AREA.

THIS SURVEY WAS PREPARED WITH THE AID OF A TITLE COMMITMENT, PREPARED BY NEBRASKA COMPANY, AS COMMITMENT NUMBER 0271519, WITH AN EFFECTIVE DATE OF SEPTEMBER 23, 2016, WHICH SHOWS DEEDS, CHAIN OF TITLE, TAXES, AND EASEMENTS OF RECORD OF DESCRIBED PARENT PARCEL.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED, AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND ALL DIMENSIONS ARE IN FEET AND ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

SIGNATURE: *Mark S. Johannes*
NAME: MARK S. JOHANNES
DATE: 12/29/16 LICENSE NUMBER: 615
MY LICENSE RENEWAL DATE IS: SEPTEMBER 26, 2016
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: C11, C12, C13, C-14

PYRAMID
Geomatics Services, LLC

MOTOROLA
SOLUTIONS



PROJECT NO. 16-02-48
DRAWN BY: JAP
CHECKED BY: JMD
01/07/2017 REVIEW
11/29/16 FINAL

LA VISTA

10727
CHANDLER RD.
LA VISTA, NE 68128
SARPY COUNTY
SELF-SUPPORT

SHEET TITLE
SITE
SURVEY

SHEET NUMBER
C-11

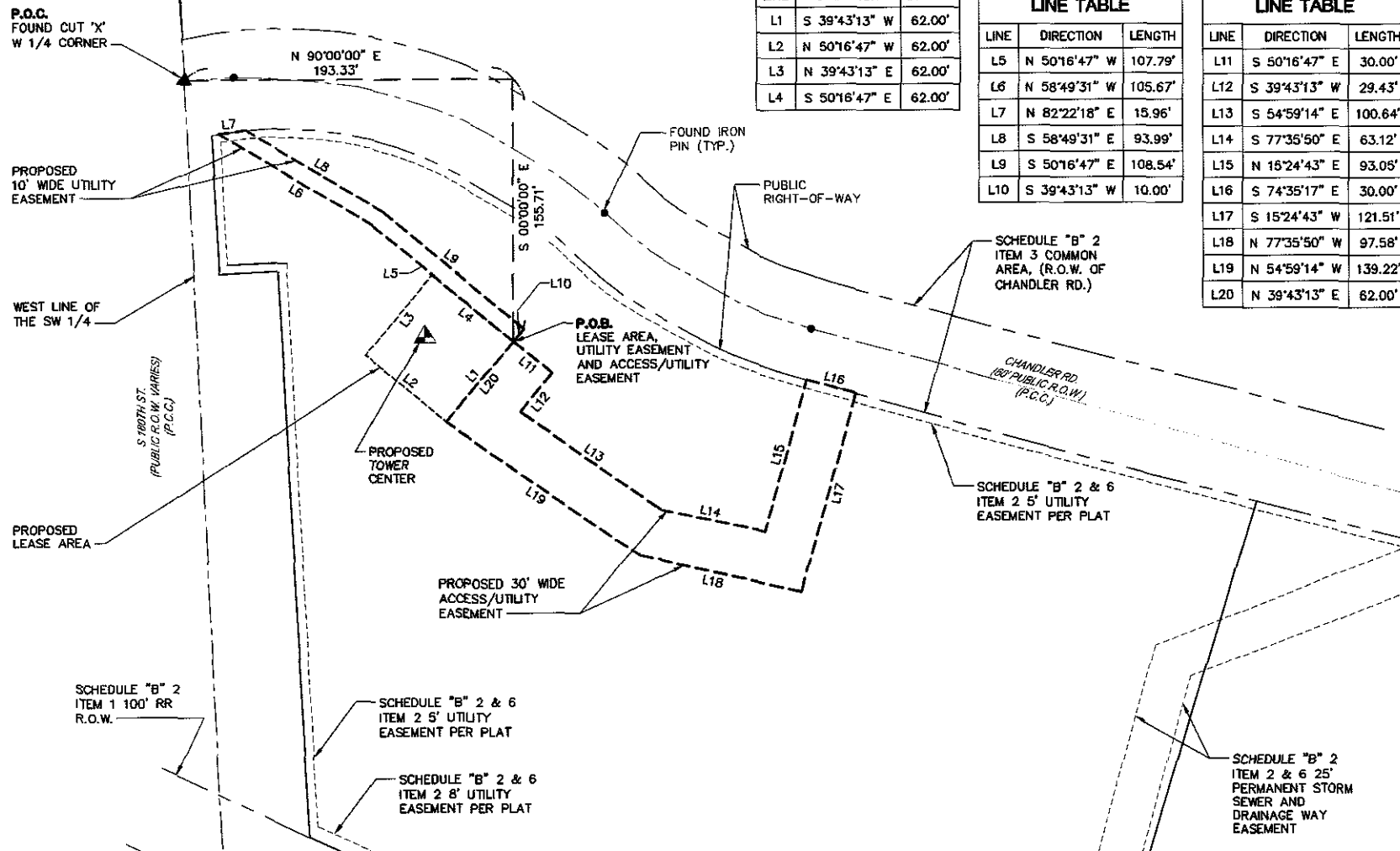
▲ FOUND SECTION CORNER (AS NOTED) **P.O.C.** POINT OF COMMENCEMENT

● FOUND IRON PIN (AS NOTED) **P.O.B.** POINT OF BEGINNING

LINE	DIRECTION	LENGTH
L1	S 39°43'13" W	62.00'
L2	N 50°16'47" W	62.00'
L3	N 39°43'13" E	62.00'
L4	S 50°16'47" E	62.00'

LINE	DIRECTION	LENGTH
L5	N 50°16'47" W	107.79'
L6	N 58°49'31" W	105.67'
L7	N 82°22'18" E	15.96'
L8	S 58°49'31" E	93.99'
L9	S 50°16'47" E	108.54'
L10	S 39°43'13" W	10.00'

LINE	DIRECTION	LENGTH
L11	S 50°16'47" E	30.00'
L12	S 39°43'13" W	29.43'
L13	S 54°59'14" E	100.64'
L14	S 77°35'50" E	63.12'
L15	N 15°24'43" E	93.05'
L16	S 74°35'17" E	30.00'
L17	S 15°24'43" W	121.51'
L18	N 77°35'50" W	97.58'
L19	N 54°59'14" W	139.22'
L20	N 39°43'13" E	62.00'



SCALE: 1" = 60'



Pyramid
Network Services, LLC



PROJECT NO: 16-02-48

PROJECT NO: 16-02-48

DRAWN BY: JAP

CHECKED BY: JMD

Figure 1

0	10/18/20	QUANT REVIEW
1	12/21/15	FINALS

[illegible][illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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[illegible]

[illegible]

LA VISTA

1000

1111

10727
CHANDLER RD

LA VISTA, NE 68128

SARPY COUNTY

SELF-SUPPORT

SHEET TITLE

LEASE AREA &

EASEMENTS

.....

SHEET NUMBER

C-13

0.0

DESCRIPTION OF 30' WIDE ACCESS/UTILITY EASEMENT

A 30 FOOT WIDE PARCEL OF LAND, BEING A PART OF AND LYING ENTIRELY WITHIN THE SOUTHWEST QUARTER, OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 16;

THENCE LEAVING SAID WEST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 193.33 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 155.71 FEET TO THE **POINT-OF-BEGINNING**;

THENCE SOUTH 50°16'47" EAST, A DISTANCE OF 30.00 FEET (L11);

THENCE SOUTH 39°43'13" WEST, A DISTANCE OF 29.43 FEET (L12);

THENCE SOUTH 54°59'14" EAST, A DISTANCE OF 100.64 FEET (L13);

THENCE SOUTH 77°35'50" EAST, A DISTANCE OF 63.12 FEET (L14);

THENCE NORTH 15°24'43" EAST, A DISTANCE OF 93.05 FEET (L15) TO A POINT ON THE SOUTH RIGHT-OF-WAY OF CHANDLER RD.;

THENCE ALONG AND UPON SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 74°35'17" EAST, A DISTANCE OF 30.00 FEET (L16);

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 15°24'43" WEST, A DISTANCE OF 121.51 FEET (L17);

THENCE NORTH 77°35'50" WEST, A DISTANCE OF 97.58 FEET (L18);

THENCE NORTH 54°59'14" WEST, A DISTANCE OF 139.22 FEET (L19);

THENCE NORTH 39°43'13" EAST, A DISTANCE OF 62.00 FEET (L20), TO THE **POINT OF BEGINNING**;

CONTAINING 10,598 SQUARE FEET (0.24 ACRES) MORE OR LESS.

DESCRIPTION OF 62'x62' LEASE AREA

A PARCEL OF LAND, BEING A PART OF AND LYING ENTIRELY WITHIN THE SOUTHWEST QUARTER, OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 16;

THENCE LEAVING SAID WEST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 193.33 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 155.71 FEET TO THE **POINT-OF-BEGINNING**;

THENCE SOUTH 39°43'13" WEST, A DISTANCE OF 62.00 FEET (L1);

THENCE NORTH 50°16'47" WEST, A DISTANCE OF 62.00 FEET (L2);

THENCE NORTH 39°43'13" EAST, A DISTANCE OF 62.00 FEET (L3);

THENCE SOUTH 50°16'47" EAST, A DISTANCE OF 62.00 FEET (L4), TO THE **POINT OF BEGINNING**;

CONTAINING 3,844 SQUARE FEET (0.09 ACRES) MORE OR LESS.

DESCRIPTION OF 10' WIDE UTILITY EASEMENT

A 10 FOOT WIDE PARCEL OF LAND, BEING A PART OF AND LYING ENTIRELY WITHIN THE SOUTHWEST QUARTER, OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 16;

THENCE LEAVING SAID WEST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 193.33 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 155.71 FEET TO THE **POINT-OF-BEGINNING**;

THENCE NORTH 50°16'47" WEST, A DISTANCE OF 107.79 FEET (L5);

THENCE NORTH 58°49'31" WEST, A DISTANCE OF 105.67 FEET (L6) TO A POINT ON THE SOUTH RIGHT-OF-WAY OF CHANDLER RD.;

THENCE ALONG AND UPON SAID SOUTH RIGHT-OF-WAY LINE, NORTH 82°22'18" EAST, A DISTANCE OF 15.96 FEET (L7);

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 58°49'31" EAST, A DISTANCE OF 93.99 FEET (L8);

THENCE SOUTH 50°16'47" EAST, A DISTANCE OF 108.54 FEET (L9);

THENCE SOUTH 39°43'13" WEST, A DISTANCE OF 10.00 FEET (L10), TO THE **POINT OF BEGINNING**;

CONTAINING 2,079 SQUARE FEET (0.05 ACRES) MORE OR LESS.

PYRAMID
WIRELESS SERVICES, LLC

MOTOROLA
SOLUTIONS



Thank you for the design.

PROJECT NO. 16-07-48

DRAWN BY: JAD

CHECKED BY: MD

01/08/2018 CLIENT REVIEW

11/12/2018 DRAWS

LA VISTA

10727

CHANDLER RD.

LA VISTA, NE 68128

SARPY COUNTY

SELF-SUPPORT

SHEET TITLE

DESCRIPTIONS

SHEET NUMBER

C-14

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2017 AGENDA**

Subject:	Type:	Submitted By:
1 AND 6 YEAR STREET IMPROVEMENT PLAN AMENDMENT TO 1 YR PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve an amendment to the current 1 Year Plan from the 1 and 6 Year Street Improvement Plan for highway, road and street improvements for the City of La Vista. This amendment is necessary due to the addition of the project to improve Portside Parkway in Southport West as part of the City Parking District Access Improvement project.

FISCAL IMPACT

No Impact

RECOMMENDATION

Approval

BACKGROUND

The Nebraska Board of Public Roads Classifications and Standards requires that amendments be filed when there are substantive changes to the adopted 1 and 6 Year Street Improvement Plan. The addition of the project to improve Portside Parkway between Westport Parkway and South 125th Street needed to be added to the One Year Plan. The reporting procedures require the amendment to be approved by City Council resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A REVISION TO THE ONE YEAR PLAN FOR HIGHWAY, ROAD AND STREET IMPROVEMENTS FOR THE CITY OF LA VISTA AS SUBMITTED BY THE CITY PUBLIC WORKS DIRECTOR.

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

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska have approved a project to construct Portside Parkway between Westport Parkway and South 125th Street; and

WHEREAS, projects in the revised One Year Street Plan have been incorporated into the City of La Vista's Capital Improvement Plan.

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

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2017

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Board of Public Roads Classifications and Standards
Form 8 Summary of One- Year Plan, Revised

Year Ending

2016

Sheet

1

of

1

COUNTY:		CITY: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">LA VISTA</div>		VILLAGE:	
PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)	
1	M376 (189)	66th Street (Harrison Street to Giles Road) and Giles Road (66 th Street to 69 th Street) Short Term Repairs	1.30	157.3 s.c. 262.1 L.V. <hr style="width: 50%; margin: 0;"/> 419.4	
2	M376 (190)	Intersection of 132nd Street and West Giles Road Engineering/ROW	0.20	15.0 s.c. 15.0 L.V. 120.0 Fed. <hr style="width: 50%; margin: 0;"/> 150.0	
3	M376(381)	Portside Parkway (Westport Parkway to South 125 th Street)	0.24	1233	
SIGNATURE:		TITLE: <div style="text-align: center; font-weight: bold;">STREET SUPERINTENDENT (S-1046)</div>		DATE: <div style="text-align: center; font-weight: bold;">REV. 02/21/2017</div>	

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2017 AGENDA**

Subject:	Type:	Submitted By:
GOLF COURSE TRANSFORMATION TEMPORARY TRANSMISSION LINE BYPASS AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the execution of an agreement with OPPD for a temporary bypass of the overhead transmission line that runs along the south side of the golf course. This work is necessary to facilitate future construction activities within La Vista City Centre.

FISCAL IMPACT

Funding for this project is contained in the CIP under Golf Course Transformation (PWP-17-009).

RECOMMENDATION

Approval

BACKGROUND

OPPD overhead transmission line #26 currently spans overhead of Lot 14, Outlot A and Lot 12 within La Vista City Centre. In order to facilitate proposed construction on these lots, the transmission line requires a temporary bypass to the north until a permanent reroute of the line can be agreed upon.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA, APPROVING AN AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT FOR REMOVAL, RELOCATION AND REBUILDING OVERHEAD TRANSMISSION FACILITIES IN THE 84TH STREET REDEVELOPMENT AREA.

WHEREAS, the Mayor and City Council have determined that removal, relocation, and rebuilding overhead transmission facilities in the 84th Street Redevelopment Area are necessary; and

WHEREAS, a proposed agreement is presented for Omaha Public Power District to perform the necessary work.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council hereby approve the agreement with Omaha Public Power District, as presented, for removal, relocation and rebuilding overhead transmission facilities in the 84th Street Redevelopment Area, subject to any additions, subtractions, of modifications as the City Administrator or City Engineer determines necessary or advisable ("Agreement").

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor or his designee to execute the Agreement, or any other document or instrument approved in this resolution,

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT
FEBRUARY 21, 2017 AGENDA**

Subject:	Type:	Submitted By:
GOLF COURSE TRANSFORMATION TEMPORARY TRANSMISSION LINE BYPASS AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the execution of an agreement with OPPD for a temporary bypass of the overhead transmission line that runs along the south side of the golf course. This work is necessary to facilitate future construction activities within La Vista City Centre.

FISCAL IMPACT

Funding for this project is contained in the CIP under Golf Course Transformation (PWP-17-009).

RECOMMENDATION

Approval

BACKGROUND

OPPD overhead transmission line #26 currently spans overhead of Lot 14, Outlot A and Lot 12 within La Vista City Centre. In order to facilitate proposed construction on these lots, the transmission line requires a temporary bypass to the north until a permanent reroute of the line can be agreed upon.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, APPROVING AN AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT FOR REMOVAL, RELOCATION AND REBUILDING OVERHEAD TRANSMISSION FACILITIES IN THE 84TH STREET REDEVELOPMENT AREA.

WHEREAS, the City Council, acting as the La Vista Community Development Agency, has determined that removal, relocation, and rebuilding overhead transmission facilities in the 84th Street Redevelopment Area are necessary; and

WHEREAS, a proposed agreement is presented for Omaha Public Power District to perform the necessary work.

NOW, THEREFORE, BE IT RESOLVED, that the City Council acting as the La Vista Community Development Agency ("Agency") hereby approves the agreement with Omaha Public Power District, as presented, for removal, relocation and rebuilding overhead transmission facilities in the 84th Street Redevelopment Area, subject to any additions, subtractions, of modifications as the City Administrator or City Engineer determines necessary or advisable ("Agreement").

BE IT FURTHER RESOLVED, that the Mayor or his designee shall be authorized to take any actions on behalf of the Agency that are necessary or appropriate to enter or carry out the Agreement or any actions approved in this resolution, including, without limitation, executing the Agreement or any other document or instrument.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2017 AGENDA**

Subject:	Type:	Submitted By:
ADOPTION OF PAY MATRIX FOR 2016-17 PERFORMANCE EVALUATION PERIOD	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared authorizing the adoption of a pay matrix for the Performance evaluation period April 1, 2016 through March 31, 2017.

FISCAL IMPACT

The FY18 budget will be adjusted to reflect actual salary increases awarded for the 2016-17 evaluation period.

RECOMMENDATION

Approval

BACKGROUND

In August 2009, via Resolution #09-071, the City Council issued a Council policy statement adopting a Pay for Performance compensation program for employees. Updates to that policy were made in May 2011 and September 2011. Two new policies were adopted (Employee Performance Management and Employee Compensation PFP) in February 2016 and April 2016 respectively, as a result of a recommendation from the employee work group tasked with improving the City's performance management program. Implementation of the new policies began April 1, 2016.

Under the new program, employee performance reviews will take place in April of each year and the resulting employee pay increase, if any, will be granted in October in conjunction with the start of the new fiscal year. The compensation policy indicates City Council will approve a pay matrix annually, which outlines the salary increase range for eligible employees. *(In the future it is anticipated that this will occur during annual budget discussion).*

Following discussion of the recommended pay matrix at the January 17 and February 7, 2017 City Council meetings, this item has been placed on the agenda for action.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE ADOPTION OF A PAY MATRIX FOR THE EVALUATION PERIOD APRIL 1, 2016 THROUGH MARCH 31, 2017.

WHEREAS, the Mayor and City Council have established an Employee Performance Management program; and

WHEREAS, the Council policy statement adopted in 2016 entitled Employee Compensation PFP calls for the governing body to annually determine the performance pay matrix for salary increases; and

WHEREAS, a recommendation has been made to establish a performance pay matrix for the period April 1, 2016 through March 31, 2017 that sets the salary range at 0-7%.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that a performance pay matrix for the period April 1, 2016 through March 31, 2017 with a salary range of 0-7% is hereby adopted.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Recommended Pay Matrix

City of La Vista Performance Evaluation Pay Matrix

[illegible]

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2017 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT — JANITORIAL SERVICES AT MUNICIPAL FACILITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared to award a contract to FBG Service Corporation, Omaha, Nebraska, for janitorial services in an amount not to exceed \$72,980 annually for three years.

FISCAL IMPACT

The FY17/ General Fund biennial budget provides funding for janitorial services.

RECOMMENDATION

Approval to award the contract in form and content approved by the City Administrator and City Attorney

BACKGROUND

Beacon Building Services has been cleaning the City facilities since 1999. They gave notice to the City that they will no longer be providing this service effective the end of February 2017. They have, however, agreed to continue into March until we have another service in place.

On January 3, 2017 the City Council authorized the advertisement for bids for janitorial services. Seven proposals were received from the following businesses:

Darn Dependable Cleaning Service	\$105,600/yr.	FBG Service Corp.	\$ 71,580/yr.
The Office Cleaners	\$102,000/yr.	ATS Facility Services	\$ 68,160/yr.
Midwest Maintenance Co. Inc.	\$ 85,549/yr.	BMI Janitorial Group	\$ 40,980/yr
City Wide of Omaha	\$ 71,892/yr.		

As a part of the RFP Public Works requested annual carpet and floor stripping and waxing be alternate bid items for their Facilities. The total of these alternate items would not exceed \$1,400.00 over the proposed amounts listed above and is recommended.

Staff has also evaluated the feasibility of in-house custodial services and recommends contracting with an outside provider (a copy of the analysis is included in this packet).

Based upon review of the proposals and contact with references, it is recommended that the City enter a 3 year contract with FBG Service Corporation as the lowest most responsible bidder.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO FBG SERVICE CORPORATION, OMAHA NEBRASKA FOR JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$72,980 ANNUALLY FOR THREE YEARS.

WHEREAS, the City Council of the City of La Vista has determined that janitorial services for City facilities are necessary; and

WHEREAS, the FY17/18 General Fund Biennial Budget provides funding for janitorial services; and

WHEREAS, Bids were solicited and seven bids was received, and

WHEREAS, FBG Service Corporation., Omaha Nebraska has submitted the lowest most responsible bid, and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to FBG Service Corporation, Omaha Nebraska for janitorial services in an amount not to exceed \$72,980 annually for three years in form and content approved by the City Administrator and City Attorney.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

February 14, 2017

TO: Brenda Gunn
City Administrator

FROM: Joe Soucie
Director of Public Works

RE: In-House Custodial Service Estimate

Public Works has reviewed the process of providing city wide custodial service with part-time staff. The group performing this review included the Director, Deputy Director, Park Superintendent and Building Maintenance Technician. It was concluded that this service could be provided in-house with a part-time Custodian Supervisor position and two part-time custodian positions, or 1.85 full time equivalents (FTE's).

A spreadsheet has been provided with a breakdown of first year costs which include some start up purchases. First year costs are estimated at \$70,114. The estimate for the second year is approximately \$67,270.

The group does have a few concerns with bringing the custodial service in-house. After visiting with the vendors that provide custodial service, one of their biggest challenges is continual turnover of staff. With the proposed internal staffing plan, there is concern with losing a staff member. It will take from four to six weeks to back fill that position, which would cause a significant interruption in service. The 28-hour per week maximum on part-time employees hours limits being able to add extra hours to other staff members if a staff member leaves or is absent.

The attached spreadsheet for in-house services includes the purchase of paper products by the city for \$4,800, this amount needs to be factored into the proposed cost for contractual services.

Based on the potential challenges and minimal cost differential it is recommended that we contract for services.

Please let me know if you need any additional information or clarification on this matter.

In-House Custodial Service Estimate				
			Year 1	Year 2
125	(1) Custodian Supervisor	\$14.16 x 1456 hrs (28 per week)	\$20,617	\$21,236
		FICA	\$ 1,077	\$1,109
		Uniform	\$ 120	\$120
		Phone Allowance	\$ 240	\$240
		Total	\$22,054	\$22,705
105	(2) Custodians	\$10.99 x 1040 hrs (20 per week)	\$11,430	\$11,773
		FICA	\$ 875	\$901
		Uniform	\$ 120	\$120
		Sub-Total	\$12,425	\$12,794
		x 2	\$24,850	\$25,588
	Equipment Start Up			
	(5) Vacuum Cleaners	\$600 each	\$3,000	
	(5) Dust Mops/Wet Mops	\$16 per week each	\$4,160	\$4,243
	(5) Mop Buckets	\$70 each	\$ 350	
	(5) Various Equipment	\$200 each	\$1,000	\$250
		Sub-Total	\$8,510	\$4,493
	Material			
	Chemicals*	Glass Cleaner, Bowl Cleaner, etc.	\$3,600	\$3,672
	Paper Products**	Toilet Paper, Paper Towels, Liners	\$4,800	\$4,896
		Sub-Total	\$8,400	\$8,568
	Additional Services			
	Carpet Cleaning*	Once a year at six locations	\$3,000	\$3,060
	Striping & Waxing Floors*	Twice a year at six locations	\$2,800	\$2,856
		Sub-Total	\$5,800	\$5,916
		Total:	\$69,614	\$67,270
	*Included in new cleaning contract			
	**Currenty supplied by the city.			