

LA VISTA CITY COUNCIL MEETING AGENDA
July 18, 2017
7:00 P.M.

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

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the July 5, 2017 City Council Meeting
3. Approval of the Minutes of the June 15, 2017 Planning Commission Meeting
4. Monthly Financial Report – May 2017
5. Request for Payment – Thompson, Dreessen & Dorner Inc. – Professional Services – Thompson Creek Landscaping Maintenance and Erosion Control Observations - \$343.50
6. Request for Payment – Thompson, Dreessen & Dorner Inc. – Professional Services – Culvert Extension – 108th and Chandler - \$253.75
7. Request for Payment – Thompson, Dreessen & Dorner Inc. – Professional Services – Big Papio Creek Siphon Repair - \$3,690.75
8. Request for Payment – Olsson Associates – Professional Services – 84th Street Redevelopment Site Preparation - \$14,374.69
9. Request for Payment – Olsson Associates – Professional Services – La Vista Parking District Access Improvements - \$7,921.17
10. Request for Payment – Blade Masters Grounds Maintenance Inc. – Construction Services - \$136,798.74
11. Request for Payment – AECOM – Professional Services – Amphitheater Feasibility Study - \$2,411.75
12. Request for Payment – HDR Engineering, Inc. – Professional Services – Public Improvements and Other Works - \$45,184.62
13. Resolution – Approve Payment – Tree Grinding Services
14. Resolution – Advertise for Bids – Harrison Street Panel Repair
15. Approval of Claims

- Reports from City Administrator and Department Heads

- B. Application to Amend PUD Site Plan & Conditional Use Permit – Lot 2, Mayfair 2nd Addition Replat Five (SW of Brentwood Drive & 97th Plaza)
1. Resolution – Approve Amendments to PUD Site Plan
 2. Resolution – Approve Conditional Use Permit

- C. Resolution – Authorize purchase – HVAC Controls for Community Development/Fire Station #4 Building

- **D. Resolution – 84th Street Redevelopment Area Redevelopment Contract Revisions – Mixed Use Redevelopment Project (Action on this item will be taken by the Community Development Agency)

- **E. Ordinance – Amend Master Fee Ordinance

- F. Executive Session – Contract Negotiations

- Comments from the Floor
- Comments from Mayor and Council
- Adjournment

** Amended 7/17/17 5:00 p.m.

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

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING July 5, 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 July 5, 2017. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, City Clerk Bueth, Police Chief Lausten, Director of Administrative Services Pokorny, Director of Public Works Soucie, Community Development Director Birch, City Engineer Kottmann, Assistant Library Director Norton, Recreation Director Stopak, and Finance Director Miserez.

A notice of the meeting was given in advance thereof by publication in the Times on June 21, 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.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 20, 2017 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE MAY 17, 2017 PARK & RECREATION ADVISORY COMMITTEE MINUTES
4. REQUEST FOR PAYMENT — UPSTREAM WEEDS — PROFESSIONAL SERVICES — STORMWATER OUTREACH — \$825.00
5. REQUEST FOR PAYMENT — OLSSON ASSOCIATES — PROFESSIONAL SERVICES — 84TH STREET REDEVELOPMENT SITE PREPARATION — \$21,505.31
6. REQUEST FOR PAYMENT — OLSSON ASSOCIATES — PROFESSIONAL SERVICES — CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE — \$59,629.13
7. REQUEST FOR PAYMENT — DLR GROUP — PROFESSIONAL SERVICES — CITY CENTRE PARKING FACILITIES — \$10,745.00
8. REQUEST FOR PAYMENT — ANDERSON EXCAVATING CO. — CONSTRUCTION SERVICES — DEMOLITION & SITE PREPARATION — MIXED — USE REDEVELOPMENT PROJECT AREA — \$71,986.25
9. REQUEST FOR PAYMENT — THOMPSON, DREESSEN & DORNER, INC. — PROFESSIONAL SERVICES — PHASE 1 GOLF COURSE TRANSFORMATION — \$9,509.27
10. APPROVAL OF CLAIMS

911 CUSTOM LLC, services	\$12,744.70
A TO Z DATABASES, services	\$909.00
AA WHEEL & TRUCK SUPPLY INC, maint.	\$20.05
ACCO UNLIMITED CORP, supplies	\$289.80
ACCURATE TESTING INC, services	\$556.40
ACE PIPE CLEANING INC, services	\$31,819.75
AED ZONE, supplies	\$380.00
A-RELIEF, services	\$378.00
ASPHALT & CONCRETE MATERIALS, maint.	\$439.51
AWAREITY, supplies	\$99.00
BABER, BRAD, apparel	\$133.30
BAXTER CHRYSLER DODGE, maint.	\$45.75
BAXTER FORD 144TH & I-80, maint.	\$211.30
BISHOP BUSINESS EQUIPMENT, services	\$3,153.84
BLACK HILLS ENERGY, utilities	\$1,798.70

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BLADE MASTERS GROUNDS MNTNC, services	\$243,486.00
BLUE CROSS BLUE SHIELD OF NEBR, services	\$91,668.76
BRITE IDEAS DECORATING, services	\$12,740.45
BRODART CO, supplies	\$117.92
BROWN, JAMIE, travel	\$86.99
BRYAN ROCK PRODUCTS, bld&grnds	\$1,644.33
CELEBRITY STAFFING, services	\$1,382.40
CENTER POINT PUBLISHING, books	\$309.78
CENTURY LINK BUSN SVCS, phones	\$17.07
CENTURY LINK, phones	\$786.20
CITY OF OMAHA, services	\$343,989.82
CITY OF PAPILLION, services	\$10,233.43
CLARK, CALEB, services	\$90.00
CNA SURETY, services	\$1,177.50
COLIBRI SYSTEMS, books	\$1,024.66
CONTROL MASTERS INC, services	\$291.49
COX COMMUNICATIONS, services	\$145.91
CULLIGAN OF OMAHA, services	\$147.00
CUMMINS CENTRAL POWER LLC, services	\$594.36
DATASHIELD CORP, services	\$158.08
DEARBORN NATL LIFE INS CO, services	\$1,054.00
DEERE & CO, services	\$53,119.00
DEMCO INC, supplies	\$948.52
DLR GROUP, services	\$55,100.32
DOUGLAS COUNTY SHERIFF'S OFC, services	\$137.50
EDGEWEAR SCREEN PRINTING, apparel	\$447.60
ELAN FINANCIAL, services	\$144.78
ELAN FINANCIAL, services	\$22,401.05
ENTERPRISE FM TRUST, services	\$580.01
EXCHANGE BANK, services	\$305.79
FASTENAL CO, supplies	\$27.23
FBG SERVICE CORP, bld&grnds	\$5,965.00
FOCUS PRINTING, services	\$8,232.73
FOREMOST PROMOTIONS, services	\$667.06
GALE, books	\$125.95
GRAYBAR ELECTRIC CO, bld&grnds	\$68.52
GUTTERLOCK ENTERPRISES LLC, refund	\$145.00
HANEY SHOE STORE, apparel	\$94.99
HARTS AUTO SUPPLY, maint.	\$228.00
HDR ENGINEERING INC, services	\$24,512.15
HEARTLAND PAPER, supplies	\$100.00
HOSE & HANDLING INC, maint.	\$8.19
INCIDENT RESPONSE TECHNOLOGIES INC, services	\$3,120.00
INDUSTRIAL SALES CO INC, services	\$355.73
INGRAM LIBRARY SERVICES, books	\$1,784.65
INTERNATIONAL CODE COUNCIL, services	\$20,313.00
J & J SMALL ENGINE SERVICE, maint.	\$294.14
KRIHA FLUID POWER CO, maint.	\$265.01
LOGAN CONTRACTORS SUPPLY, services	\$104.22
LOVELAND GRASS PAD, services	\$26.32
MANPOWER, services	\$2,637.55
MANPOWER, services	\$1,182.35
MARCO INC, services	\$159.00
MAX I WALKER UNIFORM, services	\$590.29
MENARDS-RALSTON, bld&grnds	\$59.03
MH ENTERPRISE, services	\$150.00
MID CON SYSTEMS INC, maint.	\$980.80
MIDWEST TAPE, media	\$140.96
MILLER PRESS, services	\$85.00
MMC MECHANICAL CONTRACTORS INC, services	\$745.00

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MOBOTREX MOBILITY & TRAFFIC, services	\$5,528.50
MONARCH OIL INC, services	\$427.00
MUD, utilities	\$6,143.22
NAT'L EVERYTHING WHOLESALE, supplies	\$376.57
NE AIR FILTER INC, bld&grnds	\$441.60
NE ENVIRONMENTAL PRODS, maint.	\$332.00
NE LAW ENFORCEMENT, services	\$1,000.00
NL & L CONCRETE, services	\$30,301.27
OFFICE DEPOT INC, supplies	\$1,179.92
OFFUTT YOUTH CENTER, services	\$1,120.00
OLSSON ASSOCIATES, services	\$19,383.30
OMAHA STORM CHASERS BASEBALL, services	\$50.00
OMNIGRAPHICS INC, books	\$283.10
PAPIO-MO NRD STORM WATER, services	\$266,503.34
PAYLESS OFFICE PRODUCTS INC, supplies	\$276.60
PEPSI COLA CO, supplies	\$418.76
PLAINS EQUIPMENT GROUP, maint.	\$3,587.86
POKORNY, KEVIN L, travel	\$236.00
POSITIVE PROMOTIONS, supplies	\$1,216.05
QUINN, JEFF, services	\$175.00
READY MIXED CONCRETE CO, maint.	\$1,510.02
RETRIEVEX, services	\$151.49
ROBERT S LAUSTEN JR, services	\$2,340.00
RYAN WILLMS, refund	\$40.00
SARPY COUNTY REGISTER OF DEEDS, services	\$44.00
SCHEMMER ASSOCIATES INC, services	\$843.75
SCHMADER ELECTRIC CO, services	\$2,858.00
SHAMROCK CONCRETE CO, services	\$934.66
SMART HOME PROS INC, refund	\$2,500.00
SOURCE 1 ENVIRONMENTAL LLC, services	\$569.90
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$192.99
SWANK MOTION PICTURES INC, services	\$593.00
THOMPSON DREESSEN & DORNER, services	\$886.00
THREE RIVERS LIBRARY SYSTEM, services	\$10.00
TODCO BARRICADE CO, services	\$400.00
TOSHIBA, services	\$392.80
TRACTOR SUPPLY, services	\$530.47
VERIZON WIRELESS, phones	\$128.79
VIERREGGER ELECTRIC CO, services	\$1,858.50
WAL-MART, supplies	\$2,280.55
WICK'S STERLING TRUCKS INC, maint.	\$88.83
YANO'S NURSERY, services	\$5,000.00
ZEE MEDICAL SERVICE INC, supplies	\$108.95
ZIMCO SUPPLY CO, servuces	\$1,416.00

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn recommended that we review the budget updates in one night, proposed 6:00 p.m. on July 18 with the City Council Meeting to follow at 7:00 p.m.

City Clerk Buethe stated that the first City Council meeting in August would be on Wednesday, August 2, 2017 at 7:00pm.

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Director of Administrative Services Pokorny stated the next summer outdoor movie will be July 7, 2017 with the concert featuring a John Denver & Johnny Cash Tribute band and the movie being "Rogue One".

Assistant Library Director Norton introduced Elizabeth Brown, the library's new Teen Coordinator.

Police Chief Lausten stated that there were 43 fireworks complaints this year with 27 of those occurring between July 1 and July 4, no injuries were reported. There were no tent or site issues with fireworks sales. Officer Jamie Brown received the Woodman Woman of the World award.

B. 84TH STREET REDEVELOPMENT AREA PHASE 1 TAX INCREMENT FINANCING - MIXED USE REDEVELOPMENT PROJECT (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY) (TABLED FROM THE JUNE 20, 2017 MEETING)

1. RESOLUTION - APPROVE PHASE 1A TIF FINANCING

Councilmember Thomas introduced and moved for the adoption of Resolution No. 17-073; **A RESOLUTION AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PHASE 1A PROJECT), SERIES 2017, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PROJECT; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS MADE BY THE AGENCY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO**

WHEREAS, the City of La Vista (the "City") has established a community development agency (the "Agency") under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the "Act");

WHEREAS, the Act prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

WHEREAS, pursuant to the Act and upon the recommendation of the Planning Commission, the Redevelopment Area was previously declared to be blighted and substandard and in need of redevelopment pursuant to the Act;

WHEREAS, the Council previously adopted and the City has in place a comprehensive plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act;

WHEREAS, pursuant to the Act and upon the recommendation of the Agency and of the Planning Commission, the City Council approved the Redevelopment Plan for the Redevelopment Area, as amended by Amendment No. 1 and including a multi-year mixed use redevelopment project (the "Mixed Use Redevelopment Project") and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in phases in the vicinity of 84th Street and Brentwood Boulevard;

WHEREAS, pursuant to the Act the Agency approved the Redevelopment Agreement, a redevelopment contract between the Agency and La Vista City Centre, LLC, a Nebraska limited liability company, and its assignee City Centre I, LLC, a Nebraska limited liability company, (together, the "Redeveloper"), and authorized the Redeveloper to undertake all phases of the Mixed Use Redevelopment Project, including the Project (hereinafter defined), and related tax increment financing within the Project Area (hereinafter defined) in accordance with the Act;

WHEREAS, the Redevelopment Plan and Agreement provide, among other things, that the Agency will issue debt to be secured by moneys in the TIF Revenue Fund for the purpose of paying a portion of the Project Costs (hereinafter defined) for the Project; and

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WHEREAS, in order to pay a portion of the Project Costs, it is necessary, desirable, advisable, and in the best interest of the Agency to issue the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IA Project), Series 2017 (the "Note"), in the principal amount of \$5,312,561 to pay a portion of the Project Costs, to pay the costs of issuing the Note, and to be issued and secured in the form and manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

"Act" means the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

"Agency" means the Community Development Agency of the City of La Vista, Nebraska.

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

"Chair" means the Chair of the Community Development Agency of the City of La Vista, Nebraska. The Chair shall be the Mayor of the City of La Vista unless otherwise designated by the governing body of the Agency.

"City Administrator" means the Administrator of the City or the Administrator's designee.

"City" means the City of La Vista, Nebraska.

"Clerk" means the Clerk of the City of La Vista, Nebraska.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

"Council" means Council of the City of La Vista, Nebraska.

"County" means The County of Sarpy, in the State of Nebraska.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

"Date of Original Issue" means the date the Note is initially issued and delivered to the Purchaser.

"Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Mayor" means Mayor of the City.

"Note" means the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IA Project), Series 2017, in an aggregate principal amount of \$5,312,561, authorized and issued pursuant to this Resolution.

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"Note Payment Date" means December 15 of each year, beginning on December 15, 2019, (or such other periodic payment date or dates as may be approved and incorporated in the Note when issued, but not more frequently than semiannual payments) and ending on December 15, 2034.

"Note Register" means the books for the registration, transfer and exchange of the Note kept at the office of the City.

"Permitted investments" means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds and accounts referred to in **Section 5.1** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Nebraska, or any political subdivision of the State of Nebraska, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificate of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Nebraska.

"Planning Commission" means the Planning Commission of the City.

"Project" means that portion of Phase I of the Mixed Use Redevelopment Project as described in the Redevelopment Agreement and Redeveloper Submittal, which shall be and is hereby determined to be a separate redevelopment project under the Act, which includes Lots 3 and 15 of the Mixed Use Redevelopment Project and the improvements identified in **Exhibit B-2**.

"Project Area" means that portion of the Redevelopment Area described on **Exhibit B-1**.

"Project Costs" means the costs attributable to the Project and to work on any "redevelopment project," as defined in the Act, that may be paid through TIF Revenues and which the Agency has agreed to pay under the Redevelopment Agreement with respect to the Project and such other costs allowed under the Redevelopment Plan and the Redevelopment Agreement, including those identified in **Exhibit B-2**.

"Project Fund" means the fund by that name described in **Section 5.1** hereof.

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"Purchaser" means the Redeveloper or such other party approved by the Chair of the Agency, as the original purchaser of the Note.

"Record Date" for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) of the calendar month first preceding such Note Payment Date.

"Redeveloper" means La Vista City Centre LLC, a Nebraska limited liability company, and its assignee with respect to the Project, City Centre I, LLC, a Nebraska limited liability company.

"Redeveloper Submittal" means the portion of the Tax Increment Financing Allocation submitted by City Centre I LLC which relates to Lots 3 and 15, La Vista City Centre as on file with the Clerk.

"Redevelopment Area" means the 84th Street Redevelopment Area which the governing body of the City has found to be blighted and substandard pursuant to the Act.

"Redevelopment Agreement" means the Redevelopment Agreement between the Agency and La Vista City Centre LLC, a Nebraska limited liability company, and City Centre I, LLC as assignee of La Vista City Centre, LLC with respect to the Project Area.

"Redevelopment Plan" means the redevelopment plan approved by the City for the Redevelopment Area, as amended by Amendment No. 1.

"Registered Owner" or **"Note Owner"** when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

"Resolution" means this Resolution as from time to time amended in accordance with the terms hereof.

"Secretary" means the Secretary of the Agency. The Secretary shall be the City Clerk of La Vista unless otherwise designated by the Agency governing body.

"State" means the State of Nebraska.

"TIF Revenue Fund" means the fund by that name described by **Section 5.1** hereof.

"TIF Revenues" means the moneys received from the County attributable to the increase in the current equalized assessed valuation of taxable real property in the Project Area over and above the initial equalized assessed value of each such unit of property in the Project Area, all as determined in accordance with the Redevelopment Plan and the Act as in effect on the date the Note is issued.

ARTICLE II

AUTHORIZATION OF NOTE

Section 2.1. Authorization of Note. There is hereby authorized and directed to be issued a Note of the Agency, designated "Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IA Project) Series 2017," in the principal amount of \$5,312,561, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

Section 2.2. Description of the Note. The Note shall be substantially in the form set forth in **Exhibit A** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 2.4** hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment as provided in **Article III**), and shall bear interest at the rate of 5.5% per annum.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

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Section 2.3. Consideration for the Note. Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Evidence of payment of Project Costs shall be submitted to the City as such Project Costs are paid by or on behalf of the Purchaser. Prior to each Note Payment Date, evidence of payment of Project Costs submitted to the City shall be equal to or greater than the aggregate amount of principal and interest payments made on the Note.

Upon the third anniversary of the date of delivery of the Note to the Purchaser, if evidence of payment of total Project Costs submitted to the City is less than the original principal amount of the Note issued pursuant to this resolution, the principal amount of the Note shall be reduced so that the original principal amount of the Note issued pursuant to this Resolution is equal to the total Project Costs, and the Cumulative Outstanding Principal Amount of the Note reflected on the Note Register shall be reduced accordingly at such time. In the event of a delay in completion of the Project or payment of Project Costs, the City Administrator may extend such three-year deadline for delivery of evidence of payment of Project Costs in the discretion of the City Administrator. No notation, replacement or reissuance of the Note shall be necessary in the event of a reduction in principal amount of the Note under the provisions of this Section 2.3.

The records maintained by the Clerk shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

Section 2.4. Method and Place of Payment of Note. The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon earlier redemption; provided, however, if any interest on the Note is in default, the Note shall bear interest from the date to which interest has been paid.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the Agency written notice to the contrary.

Section 2.5. Registration, Transfer and Exchange of Note. The Agency covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the Agency in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the Agency.

The Agency may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and the Agency shall not be affected by any notice to the contrary.

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At reasonable times and under reasonable regulations established by the Agency, the Note Register may be inspected and copied by any Registered Owner (or a designated representative thereof).

Section 2.6. Execution, Authentication and Delivery of the Note. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers. The Chair and Secretary of the Agency are hereby authorized and directed to prepare and execute the Note. The Agency shall deliver the Note to the Purchaser, upon payment of the purchase price of the Note plus accrued interest thereon to the date of their delivery.

Section 2.7. Mutilated, Destroyed, Lost and Stolen Note. If (a) any mutilated Note is surrendered to the Agency, or the Agency receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Agency such security or indemnity as may be required to save the Agency harmless, then, in the absence of notice to the Agency that such Note has been acquired by a bona fide purchaser, the Agency shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Agency in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the Agency may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Agency) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Agency, and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Note.

Section 2.8. Sale of Note. The Sale of the Note to the Purchaser at a purchase price of 100% of the principal amount of the Note, in consideration for the Redeveloper paying Project Costs in an amount equal to or greater than the principal amount of the Note, is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with such terms of sale.

Section 2.9. Redemption of Note. The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.10. Determination of Outstanding Principal Amount of Note. Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. The Redeveloper may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.

ARTICLE III

TERMS AND PAYMENT

Section 3.1. Terms and Payment. The Note shall be issued substantially in the form set forth in **Exhibit A**. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

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On each Note Payment Date, an amount equal to all amounts then on deposit in the TIF Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the TIF Revenue Fund are insufficient to pay all of the principal of or interest on the TIF Indebtedness prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and Redeveloper without recourse of any kind to the Agency or the City.

The Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

ARTICLE IV

SECURITY FOR THE NOTE

Section 4.1. Security for the Note. The Note shall be a limited, special obligation of the Agency payable solely from and secured as to the payment of principal and interest, subject to the provisions of **Section 4.2**, by a pledge of the TIF Revenues and moneys in the Project Fund and no other moneys, revenues, funds or accounts. The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional or statutory provision, limitation or restriction. Payment of principal and interest on the Note shall be subject to reduction as described in Section 2.3 of this Resolution.

Section 4.2. Pledge of Certain Funds. The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the TIF Revenue Fund and the Project Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

Section 4.3. No Recourse. Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note nor the Redeveloper shall have any recourse of any kind against the Agency or the City in the event of that the TIF Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

ARTICLE V

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 5.1. Creation of Funds and Accounts. There are hereby created and ordered to be established within the treasury of the City the following separate funds and accounts:

(a) City of La Vista, Nebraska, La Vista City Centre Phase IA Project TIF Revenue Fund (the "TIF Revenue Fund").

(b) City of La Vista, Nebraska, La Vista City Centre Phase IA Project Fund (the "Project Fund").

Such funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City. The TIF Revenue Fund and the Project Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

Section 5.2. Deposit of Note Proceeds. Any cash or monies received in exchange for the execution and delivery of the Note shall be deposited in the Project Fund.

Section 5.3. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used solely for the purpose of paying the Project Costs and the costs and expenses incident to the issuance of the Note.

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ARTICLE VI

DIVISION OF TAXES AND APPLICATION OF REVENUES

Section 6.1 Division of Taxes. The effective date for the division of taxes with respect to the Project Area is hereby determined to be January 1, 2018, with taxes to be divided for a period of fifteen (15) years from and after such effective date.

Section 6.2. TIF Revenue Fund. The moneys in the TIF Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The TIF Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the TIF Revenue Fund shall be expended and used for the sole purpose of paying costs of issuance of the Agency and City and then paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in **Section 3.1**.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 7.1. Deposit of Moneys. Moneys in each of the funds and accounts created by and referred to in this Resolution and held by the Agency or the City shall be continuously and adequately secured as provided by the laws of the State and invested only in Permitted Investments.

Section 7.2. Investment of Moneys. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

ARTICLE VIII

ADDITIONAL NOTE

Section 8.1. Additional Note. The Agency covenants and agrees that so long as the Note remains outstanding, the Agency will not issue any additional bonds, notes or debt payable from the TIF Revenue Fund or the Project Fund or any part thereof without the prior written consent of the Registered Owner.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1. Acceleration of Maturity Upon Default. The Agency covenants and agrees that if it defaults in the payment of the principal of or interest on the Note as the same becomes due on any Note Payment Date, then, at any time thereafter and while such default continues, the Registered Owner may by written notice to the Agency filed in the office of the Clerk or delivered in person to said Clerk, declare the principal of the Note then outstanding to be due and payable immediately, and upon any such declaration the Note shall become and be immediately due and payable, anything in this Resolution or in the Note contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said outstanding Note has been so declared to be due and payable, all arrears of interest upon all of said Note, except interest accrued but not yet due on such Note, and all arrears of principal upon all of said Note has been paid in full and all other defaults, if any, by the Agency under the provisions of this Resolution and under the provisions of the statutes of the State of Nebraska have been cured, then and in every such case the Registered Owner shall, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon. Notwithstanding the foregoing, failure by the Agency to pay any amounts due as principal or interest on any Note Payment Date that are in excess of the amounts available therefor in the TIF Revenue Fund shall not be deemed a default.

Section 9.2. Remedies. The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Agency and the Registered Owner. Subject to the limitations set forth in **Section 9.3**, the Registered Owner shall have the following rights:

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(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the Agency and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the Agency, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

Section 9.3. Remedies Cumulative. No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the Agency and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Amendments. The rights and duties of the Agency and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the Agency with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument shall be filed with the Clerk.

Without notice to or the consent of the Registered Owner, the Agency may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the Agency amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the Agency, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

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Section 10.2. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal of or interest on the Note or the date fixed for prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

Section 10.3. Notices, Consents and Other Instruments by Registered Owner. Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Agency with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

Section 10.4. Further Authority. The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 10.5. Severability. If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 10.6. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 10.7. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

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

2. RESOLUTION – APPROVE PHASE 1B TIF FINANCING

Councilmember Quick introduced and moved for the adoption of Resolution No.17-074; **A RESOLUTION AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PHASE 1B PROJECT), SERIES 2017, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PROJECT; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS MADE BY THE AGENCY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO**

WHEREAS, the City of La Vista (the "City") has established a community development agency (the "Agency") under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the "Act");

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WHEREAS, the Act prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

WHEREAS, pursuant to the Act and upon the recommendation of the Planning Commission, the Redevelopment Area was previously declared to be blighted and substandard and in need of redevelopment pursuant to the Act;

WHEREAS, the Council previously adopted and the City has in place a comprehensive plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act;

WHEREAS, pursuant to the Act and upon the recommendation of the Agency and of the Planning Commission, the City Council approved the Redevelopment Plan for the Redevelopment Area, as amended by Amendment No. 1 and including a multi-year mixed use redevelopment project (the "**Mixed Use Redevelopment Project**") and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in phases in the vicinity of 84th Street and Brentwood Boulevard;

WHEREAS, pursuant to the Act the Agency approved the Redevelopment Agreement, a redevelopment contract between the Agency and La Vista City Centre, LLC, a Nebraska limited liability company, and its assignee City Centre I, LLC, a Nebraska limited liability company, (together, the "**Redeveloper**"), and authorized the Redeveloper to undertake all phases of the Mixed Use Redevelopment Project, including the Project (hereinafter defined), and related tax increment financing within the Project Area (hereinafter defined) in accordance with the Act;

WHEREAS, the Redevelopment Plan and Agreement provide, among other things, that the Agency will issue debt to be secured by moneys in the TIF Revenue Fund for the purpose of paying a portion of the Project Costs (hereinafter defined) for the Project; and

WHEREAS, in order to pay a portion of the Project Costs, it is necessary, desirable, advisable, and in the best interest of the Agency to issue the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IB Project), Series 2017 (the "**Note**"), in the principal amount of \$8,222,287 to pay a portion of the Project Costs, to pay the costs of issuing the Note, and to be issued and secured in the form and manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

"**Act**" means the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

"**Agency**" means the Community Development Agency of the City of La Vista, Nebraska.

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

"**Chair**" means the Chair of the Community Development Agency of the City of La Vista, Nebraska. The Chair shall be the Mayor of the City of La Vista unless otherwise designated by the governing body of the Agency.

"**City Administrator**" means the Administrator of the City or the Administrator's designee.

"**City**" means the City of La Vista, Nebraska.

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"Clerk" means the Clerk of the City of La Vista, Nebraska.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

"Council" means Council of the City of La Vista, Nebraska.

"County" means The County of Sarpy, in the State of Nebraska.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

"Date of Original Issue" means the date the Note is initially issued and delivered to the Purchaser.

"Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Mayor" means Mayor of the City.

"Note" means the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IB Project), Series 2017, in an aggregate principal amount of \$8,222,287 authorized and issued pursuant to this Resolution.

"Note Payment Date" means December 15 of each year, beginning on December 15, 2020, (or such other periodic payment date or dates as may be approved and incorporated in the Note when issued, but not more frequently than semiannual payments) and ending on December 15, 2035.

"Note Register" means the books for the registration, transfer and exchange of the Note kept at the office of the City.

"Permitted Investments" means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds and accounts referred to in **Section 5.1** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Nebraska, or any political subdivision of the State of Nebraska, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d) above, which shall have a market value, exclusive of accrued interest, at all

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times at least equal to the principal amount of such certificate of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Nebraska.

"Planning Commission" means the Planning Commission of the City.

"Project" means that portion of Phase I of the Mixed Use Redevelopment Project as described in the Redevelopment Agreement and Redeveloper Submittal, which shall be and is hereby determined to be a separate redevelopment project under the Act, which includes Lots 10 and 14 of the Mixed Use Redevelopment Project and the improvements identified in **Exhibit B-2**.

"Project Area" means that portion of the Redevelopment Area described on **Exhibit B-1**.

"Project Costs" means the costs attributable to the Project and to work on any "redevelopment project," as defined in the Act, that may be paid through TIF Revenues and which the Agency has agreed to pay under the Redevelopment Agreement with respect to the Project and such other costs allowed under the Redevelopment Plan and the Redevelopment Agreement, including those identified in **Exhibit B-2**.

"Project Fund" means the fund by that name described in **Section 5.1** hereof.

"Purchaser" means the Redeveloper or such other party approved by the Chair of the Agency, as the original purchaser of the Note.

"Record Date" for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) of the calendar month first preceding such Note Payment Date.

"Redeveloper" means La Vista City Centre LLC, a Nebraska limited liability company, and its assignee with respect to the Project, City Centre I, LLC, a Nebraska limited liability company.

"Redeveloper Submittal" means the portion of the Tax Increment Financing Allocation submitted by City Centre I LLC which relates to Lots 10 and 14, La Vista City Centre as on file with the Clerk.

"Redevelopment Area" means the 84th Street Redevelopment Area which the governing body of the City has found to be blighted and substandard pursuant to the Act.

"Redevelopment Agreement" means the Redevelopment Agreement between the Agency and La Vista City Centre LLC, a Nebraska limited liability company, and City Centre I, LLC as assignee of La Vista City Centre, LLC with respect to the Project Area.

"Redevelopment Plan" means the redevelopment plan approved by the City for the Redevelopment Area, as amended by Amendment No. 1.

"Registered Owner" or **"Note Owner"** when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

"Resolution" means this Resolution as from time to time amended in accordance with the terms hereof.

"Secretary" means the Secretary of the Agency. The Secretary shall be the City Clerk of La Vista unless otherwise designated by the Agency governing body.

"State" means the State of Nebraska.

"TIF Revenue Fund" means the fund by that name described by **Section 5.1** hereof.

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"TIF Revenues" means the moneys received from the County attributable to the increase in the current equalized assessed valuation of taxable real property in the Project Area over and above the initial equalized assessed value of each such unit of property in the Project Area, all as determined in accordance with the Redevelopment Plan and the Act as in effect on the date the Note is issued.

ARTICLE II

AUTHORIZATION OF NOTE

Section 2.1. Authorization of Note. There is hereby authorized and directed to be issued a Note of the Agency, designated "Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IB Project) Series 2017," in the principal amount of \$8,222,287, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

Section 2.2. Description of the Note. The Note shall be substantially in the form set forth in **Exhibit A** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 2.4** hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment as provided in **Article III**), and shall bear interest at the rate of 5.5% per annum.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

Section 2.3. Consideration for the Note. Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Evidence of payment of Project Costs shall be submitted to the City as such Project Costs are paid by or on behalf of the Purchaser. Prior to each Note Payment Date, evidence of payment of Project Costs submitted to the City shall be equal to or greater than the aggregate amount of principal and interest payments made on the Note.

Upon the third anniversary of the date of delivery of the Note to the Purchaser, if evidence of payment of total Project Costs submitted to the City is less than the original principal amount of the Note issued pursuant to this resolution, the principal amount of the Note shall be reduced so that the original principal amount of the Note issued pursuant to this Resolution is equal to the total Project Costs, and the Cumulative Outstanding Principal Amount of the Note reflected on the Note Register shall be reduced accordingly at such time. In the event of a delay in completion of the Project or payment of Project Costs, the City Administrator may extend such three-year deadline for delivery of evidence of payment of Project Costs in the discretion of the City Administrator. No notation, replacement or reissuance of the Note shall be necessary in the event of a reduction in principal amount of the Note under the provisions of this Section 2.3.

The records maintained by the Clerk shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

Section 2.4. Method and Place of Payment of Note. The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon earlier redemption; provided, however, if any interest on the Note is in default, the Note shall bear interest from the date to which interest has been paid.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon

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written notice given to the Agency by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the Agency written notice to the contrary.

Section 2.5. Registration, Transfer and Exchange of Note. The Agency covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the Agency in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the Agency.

The Agency may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and the Agency shall not be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Agency, the Note Register may be inspected and copied by any Registered Owner (or a designated representative thereof).

Section 2.6. Execution, Authentication and Delivery of the Note. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers. The Chair and Secretary of the Agency are hereby authorized and directed to prepare and execute the Note. The Agency shall deliver the Note to the Purchaser, upon payment of the purchase price of the Note plus accrued interest thereon to the date of their delivery.

Section 2.7. Mutilated, Destroyed, Lost and Stolen Note. If (a) any mutilated Note is surrendered to the Agency, or the Agency receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Agency such security or indemnity as may be required to save the Agency harmless, then, in the absence of notice to the Agency that such Note has been acquired by a bona fide purchaser, the Agency shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Agency in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the Agency may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Agency) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Agency, and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Note.

Section 2.8. Sale of Note. The Sale of the Note to the Purchaser at a purchase price of 100% of the principal amount of the Note, in consideration for the Redeveloper paying Project Costs in an amount equal to or greater than the principal amount of the Note, is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with such terms of sale.

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Section 2.9. Redemption of Note. The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.10. Determination of Outstanding Principal Amount of Note. Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. The Redeveloper may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.

ARTICLE III

TERMS AND PAYMENT

Section 3.1. Terms and Payment. The Note shall be issued substantially in the form set forth in **Exhibit A**. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

On each Note Payment Date, an amount equal to all amounts then on deposit in the TIF Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the TIF Revenue Fund are insufficient to pay all of the principal of or interest on the TIF Indebtedness prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and Redeveloper without recourse of any kind to the Agency or the City.

The Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

ARTICLE IV

SECURITY FOR THE NOTE

Section 4.1. Security for the Note. The Note shall be a limited, special obligation of the Agency payable solely from and secured as to the payment of principal and interest, subject to the provisions of **Section 4.2**, by a pledge of the TIF Revenues and moneys in the Project Fund and no other moneys, revenues, funds or accounts. The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional or statutory provision, limitation or restriction. Payment of principal and interest on the Note shall be subject to reduction as described in Section 2.3 of this Resolution.

Section 4.2. Pledge of Certain Funds. The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the TIF Revenue Fund and the Project Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

Section 4.3. No Recourse. Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note nor the Redeveloper shall have any recourse of any kind against the Agency or the City in the event of that the TIF Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

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ARTICLE V

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 5.1. Creation of Funds and Accounts. There are hereby created and ordered to be established within the treasury of the City the following separate funds and accounts:

(a) City of La Vista, Nebraska, La Vista City Centre Phase IB Project TIF Revenue Fund (the "TIF Revenue Fund").

(b) City of La Vista, Nebraska, La Vista City Centre Phase IB Project Fund (the "Project Fund").

Such funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City. The TIF Revenue Fund and the Project Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

Section 5.2. Deposit of Note Proceeds. Any cash or monies received in exchange for the sale and delivery of the Note shall be deposited in the Project Fund.

Section 5.3. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used solely for the purpose of paying the Project Costs and the costs and expenses incident to the issuance of the Note.

ARTICLE VI

DIVISION OF TAXES AND APPLICATION OF REVENUES

Section 6.1 Division of Taxes. The effective date for the division of taxes with respect to the Project Area is hereby determined to be January 1, 2019, with taxes to be divided for a period of fifteen (15) years from and after such effective date.

Section 6.2. TIF Revenue Fund. The moneys in the TIF Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The TIF Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the TIF Revenue Fund shall be expended and used for the sole purpose of paying costs of issuance of the Agency and City and then paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in **Section 3.1**.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 7.1. Deposit of Moneys. Moneys in each of the funds and accounts created by and referred to in this Resolution and held by the Agency or the City shall be continuously and adequately secured as provided by the laws of the State and invested only in Permitted Investments.

Section 7.2. Investment of Moneys. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

ARTICLE VIII

ADDITIONAL NOTE

Section 8.1. Additional Note. The Agency covenants and agrees that so long as the Note remains outstanding, the Agency will not issue any additional bonds, notes or debt payable from the TIF Revenue Fund or the Project Fund or any part thereof without the prior written consent of the Registered Owner.

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ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1. Acceleration of Maturity Upon Default. The Agency covenants and agrees that if it defaults in the payment of the principal of or interest on the Note as the same becomes due on any Note Payment Date, then, at any time thereafter and while such default continues, the Registered Owner may by written notice to the Agency filed in the office of the Clerk or delivered in person to said Clerk, declare the principal of the Note then outstanding to be due and payable immediately, and upon any such declaration the Note shall become and be immediately due and payable, anything in this Resolution or in the Note contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said outstanding Note has been so declared to be due and payable, all arrears of interest upon all of said Note, except interest accrued but not yet due on such Note, and all arrears of principal upon all of said Note has been paid in full and all other defaults, if any, by the Agency under the provisions of this Resolution and under the provisions of the statutes of the State of Nebraska have been cured, then and in every such case the Registered Owner shall, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon. Notwithstanding the foregoing, failure by the Agency to pay any amounts due as principal or interest on any Note Payment Date that are in excess of the amounts available therefor in the TIF Revenue Fund shall not be deemed a default.

Section 9.2. Remedies. The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Agency and the Registered Owner. Subject to the limitations set forth in **Section 9.3**, the Registered Owner shall have the following rights:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the Agency and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;
- (b) by suit, action or other proceedings in equity or at law to require the Agency, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

Section 9.3. Remedies Cumulative. No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the Agency and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

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ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Amendments. The rights and duties of the Agency and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the Agency with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument shall be filed with the Clerk.

Without notice to or the consent of the Registered Owner, the Agency may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the Agency amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the Agency, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

Section 10.2. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal or interest on the Note or the date fixed for prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

Section 10.3. Notices, Consents and Other Instruments by Registered Owner. Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Agency with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

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Section 10.4. Further Authority. The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 10.5. Severability. If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 10.6. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 10.7. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

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

C. APPLICATION FOR FINAL PLAT – LOT 2, LAKEVIEW SOUTH II REPLAT 6 & S 1551.37 FT OF TAX LOT 4 (NW OF 145TH & MEADOWS BLVD.)

1. RESOLUTION – APPROVAL OF FINAL PLAT

Councilmember Hale introduced and moved for the adoption of Resolution No.17-075; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR LOT 2 LAKEVIEW SOUTH II REPLAT 6 & S 1551.37 FT OF TAX LOT 4, SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1-5, HEIMES, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, J & H Investments, LLC has made application for approval of a final plat for Lot 2, Lakeview South II Replat 6 & S 1551.37 FT of Tax Lot 4, Section 23, T14N, R11E; and

WHEREAS, the City Engineer has reviewed the final plat; and

WHEREAS, on April 20, 2017, the La Vista Planning Commission reviewed the final plat and recommended approval subject to the following conditions:

1. Approval of the traffic and drainage studies.
2. Finalization of a subdivision agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Lot 2, Lakeview South II Replat 6 & S 1551.37 FT of Tax Lot 4, Section 23, Township 14 North, Range 11 East, to be replatted as Lots 1-5, Heimes, a subdivision located in the northeast quarter of Section 23, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, generally located northwest of 145th Street and Meadows Blvd, be, and hereby is, approved.

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

2. RESOLUTION – APPROVAL OF SUBDIVISION AGREEMENT

Councilmember Hale introduced and moved for the adoption of Resolution No.17-076; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1-5, HEIMES SUBDIVISION.

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WHEREAS, the City Council did on July 5, 2017, approve the final plat for Lots 1-5, Heimes Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, J & H Investments, LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the July 5, 2017, City Council meeting for the Heimes Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

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

D. RESOLUTION - RELEASE OF EASEMENTS

Councilmember Frederick introduced and moved for the adoption of Resolution No.17-077; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO RELEASE UTILITY EASEMENTS ON LOTS 1-17 AND OUTLOTS A - C LA VISTA CITY CENTRE, FORMERLY PLATTED AS BRENTWOOD CROSSING, BRENTWOOD CROSSING REPLAT NO. 1, AND BRENTWOOD CROSSING REPLAT NO. 2 AND TO AUTHORIZE THE ACTIONS AS NECESSARY OR APPROPRIATE TO CARRY OUT THE ACTIONS APPROVED HEREIN.

WHEREAS, The City of La Vista (Easement Holder) has been granted certain utility easements as depicted on the below listed plats;

1. Plat and Dedication of Brentwood Crossing filed December 26, 1990 at Instrument No. 90-18556, records of Sarpy County, Nebraska;
2. Plat and Dedication of Brentwood Crossing, Replat No. 1 filed March 3, 1993 at Instrument No. 93-04107, records of Sarpy County, Nebraska;
3. Plat and Dedication of Brentwood Crossing, Replat No. 2 filed March 11, 1994 at Instrument No. 1994-05583, records of Sarpy County, Nebraska; and

WHEREAS, the City of La Vista approved a final plat for Lots 1-17 and Outlots A-C La Vista City Centre; and

WHEREAS, new easements will replace the current easements; and

WHEREAS, the location of the utility easements are shown on the attached Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the release of the utility easements and authorize such further actions necessary or appropriate to carry out the actions approved herein

Seconded by Councilmember Hale. Councilmember Sheehan asked how long before the new easements would be in place. City Attorney McKeon stated they are already on the plat. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

E. RESOLUTION - PROFESSIONAL SERVICES AGREEMENT - STREETSCAPE PLAN FOR 84TH STREET

Councilmember Sell introduced and moved for the adoption of Resolution No.17-078; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SELECTION OF DESIGN WORKSHOP, DENVER, COLORADO, TO PROVIDE STREETSCAPE DESIGN SERVICES FOR THE 84TH STREET CORRIDOR AND AUTHORIZING STAFF TO NEGOTIATE A DETAILED SCOPE OF WORK AND TERMS OF AN AGREEMENT.

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WHEREAS, the Mayor and City Council of the City of La Vista have determined that professional streetscape design services for the 84th Street corridor are necessary; and

WHEREAS, the FY17/18 Biennial Budget contains funding for multiple potential public infrastructure improvements and associated services; and

WHEREAS, Design Workshop was determined to be the company that most closely meets the City's needs.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby select Design Workshop, Denver, Colorado to provide streetscape design services and authorize staff to negotiate a detailed scope of work and terms of an agreement.

Seconded by Councilmember Quick. Mayor Kindig asked about the timeline. City Planner Solberg gave an overview of the timeline. City Administrator Gunn stated staff will define the scope and fee and come back to Council. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

F. RESOLUTION -- DESIGN & CONSTRUCTION PHASE ENGINEERING AGREEMENT -- AMENDMENT NO. 1 -- PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT

Councilmember Hale introduced and moved for the adoption of Resolution No.17-079; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE DESIGN PHASE ENGINEERING SERVICES FOR ADDITIONAL IMPROVEMENTS RELATED TO THE 84TH STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$183,000.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional engineering services related the 84th Street Redevelopment Area are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number one to the professional services agreement with Olsson Associates to provide design phase engineering for additional improvements; and

WHEREAS, The FY17/18 Biennial Budget Capital Improvement Program provides funding for the project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number one to the professional services agreement with Olsson Associates to provide design phase engineering services for additional improvements related to the 84th Street Redevelopment Area in an amount not to exceed \$183,000.

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

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G. RESOLUTION – SUPPLEMENTAL AGREEMENT NO. 2 – ARCHITECTURAL SERVICES – PUBLIC OFFSTREET PARKING FACILITIES – 84TH STREET PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT

Councilmember Hale introduced and moved for the adoption of Resolution No.17-080; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP INC. FOR ADDITIONAL ARCHITECTURAL DESIGN SERVICES FOR PUBLIC OFFSTREET PARKING FACILITIES AND RELATED PUBLIC INFRASTRUCTURE IN THE 84TH STREET PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT AREA FOR A TOTAL FEE OF \$374,556.

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

WHEREAS, the FY17 Capital Improvement Program provides funding for the proposed additional services for the project; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve Amendment No. 2 to a professional services agreement with DLR Group, Inc. for additional Architectural Design Services for public offstreet parking facilities and related public infrastructure in the 84th Street public improvement redevelopment project area for a total fee of \$374,556. and is approved in form and content on file with the City Clerk, subject to any changes the City Administrator or City Engineer determines necessary or advisable.

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

H. RESOLUTION – INTERLOCAL AGREEMENT – WEST PAPIO TRAIL – GILES ROAD TO MILLARD

Councilmember Sell introduced and moved for the adoption of Resolution No.17-081; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A REVISED INTERLOCAL COOPERATION AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT AND THE CITY OF OMAHA FOR THE DESIGN, PERMITTING AND BIDDING OF A WEST PAPIO TRAIL EXPANSION FROM GILES ROAD TO MILLARD.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and

WHEREAS, the expansion of the West Papio Trail is a vital link to connecting western portions of the metro area to the existing trail, and

WHEREAS, the FY17 Budget provides funding for this project; and

WHEREAS, the revised interlocal cooperation agreement will include an EEO clause, and E-Verify clause and a termination date of June 30, 2018; and

WHEREAS, such a revised agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of a revised Interlocal Cooperation Agreement with the PMNRD and the City of Omaha for the design, permitting and bidding of the West Papio Trail Expansion from Giles Road to Millard in form and content approved by the City Attorney.

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

I. RESOLUTION – AWARD CONTRACT – BIG PAPIO CREEK TEMPORARY SIPHON REPAIR

Councilmember Hale introduced and moved for the adoption of Resolution No.17-082; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDED A CONTRACT TO MARK VII ENTERPRISES OF OMAHA NEBRASKA FOR FURNISHING LABOR AND MATERIALS FOR THE BIG PAPIO CREEK TEMPORARY SIPHON REPAIR IN AN AMOUNT NOT TO EXCEED \$72,859.10.

WHEREAS, the City Council of the City of La Vista has determined temporary siphon repair in the Big Papio Creek is necessary; and

WHEREAS, the FY17 Sewer Fund budget includes funding for the proposed; and

WHEREAS, Bids were received from two (2) contractors, and

WHEREAS, Mark VII Enterprises, Omaha, Nebraska has submitted the low, qualified bid, 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 award a contract to Mark VII Enterprises, Omaha, Nebraska for the Big Papio Creek temporary siphon repair in an amount not to exceed \$72,859.10.

Seconded by Councilmember Frederick. Councilmember Sell asked why there was such a big discrepancy between bids. City Engineer Kottmann stated there was no reason for such a high bid and the project should not cost that much. Councilmember Crawford asked if we verified references. City Engineer Kottmann confirmed references were checked. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried

J. RESOLUTION – SANITARY SEWER EXTENSION

Councilmember Hale introduced and moved for the adoption of Resolution No.17-083; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING SARP COUNTY SEWER DISPOSAL SYSTEM PROJECT FOR EXTENSION OR IMPROVEMENT OF EXISTING SANITARY SEWER SYSTEM TO MEET FUTURE NEEDS OF PLANNED COMMERCIAL OR INDUSTRIAL USERS WITHIN CITY OF LA VISTA EXTRATERRITORIAL ZONING JURISDICTION PURSUANT TO SECTION 23-3604(2) OF NEBRASKA STATUTES

WHEREAS, Sarpy County has constructed an outfall sewer pursuant to the County Industrial Sewer Construction Act, (the Act) found at Neb. Rev. Stat. Sect 23-3601, *et seq.*; and,

WHEREAS, anticipated growth of commerce and industry require the extension of the existing sewerage disposal system; and,

WHEREAS, the future needs of planned commercial or industrial users of the sewer system require the availability and extension of an outfall sewer to serve the area generally located at Highway 50 and Giles Road, which area is not presently served by sanitary sewer; and,

WHEREAS, the Board of County Commissioners has determined by Resolution dated June 20, 2017 ("County Resolution") that the County is prepared to proceed with an order for development of the sewer

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No. 729 -- REDFIELD & COMPANY, INC. OMAHA E1310558LD

extension ("Proposed Sewer Project") as shown on the "Proposed Sewer" map, attached or presented with this Resolution or the County Resolution, which area is in the City's extraterritorial zoning jurisdiction ("ETJ"), and to proceed with related engineering studies, plans and specifications, subject to approvals required under the Act; and

WHEREAS, Section 23-3604(2) of the Act requires City Council approval before proceeding with the Proposed Sewer Project in the City's ETJ.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby finds and approves as follows:

- 1 Recitals and referenced documents above are incorporated into this resolution by this reference.
- 2 The Proposed Sewer Project within the City's ETJ is approved and the County at its cost, and/or the developer of such area using private funds and not public financing or funds, shall be authorized to construct some or all of the Proposed Sewer Project within the City's ETJ.
- 3 The Mayor, City Administrator, City Clerk, or City Engineer, or the designee of any such person, shall be authorized to provide a copy of this Resolution to the County and to take all actions on behalf of the City as he or she determines necessary or appropriate to carry out the actions approved in this Resolution.

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

K. RESOLUTION - ADVERTISEMENT FOR BIDS - PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT - PHASE 1 PAVEMENT & SEWERS

Councilmember Hale introduced and moved for the adoption of Resolution No.17-084; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR PHASE 1 PAVEMENT AND SEWERS CONSTRUCTION ASSOCIATED WITH THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT IN THE 84TH STREET REDEVELOPMENT AREA.

WHEREAS, the Mayor and Council have determined that pavement and sewer construction in the 84th street redevelopment area is necessary, and

WHEREAS, the FY17/18 Biennial Budget provides funding in the Capital Improvement Program for the proposed project; and

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

Publish Notice to Contractors	July 12 and July 19, 2017
Non-Mandatory Pre-Bid Meeting	July 17, 2017 at 10:00 am
Open Bids	July 24, 2017 at 10:00 am at City Hall
Award Contract	August 2, 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 pavement and sewer construction associated with the public improvement redevelopment in the 84th street redevelopment area.

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

MINUTE RECORD

July 5, 2017

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

L. ORDINANCE — PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN

Councilmember Sell introduced Ordinance No. 1310 entitled; AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HERewith; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Sheehan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Quick 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, Hale and Sell. Nays: None. Abstain: None. Absent: None. 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, and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Frederick. The Mayor then stated the question, "Shall Ordinance No. 1310 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. 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.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

M. EXECUTIVE SESSION —PERSONNEL; STRATEGY SESSION - POTENTIAL REAL ESTATE ACQUISITION

At 7:28 p.m. Councilmember Crawford made a motion to go into executive for the protection of the reputation of an individual to discuss personnel matters, and for protection of the public interest for a strategy session about a potential real estate acquisition. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:07 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig advised that the La Vista Community Foundation is currently interviewing for a new Director.

At 8:09 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

MINUTE RECORD

July 5, 2017

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

PASSED AND APPROVED THIS 18TH DAY OF JULY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buehe, CMC
City Clerk



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

COPY

PLANNING COMMISSION MINUTES
JUNE 15, 2017-7:00 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, June 15th, 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, and Jackie Hill. Members absent were: Mike Circo, Jason Dale and Kathleen Alexander. 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.

2. Approval of Meeting Minutes – April 20, 2017

Miller moved, seconded by Gahan to approve the April 20, 2017 minutes. Ayes: Krzywicki, Malmquist, Gahan, Wetuski, Sargus, and Miller. Nays: None. Abstain: Hill. Absent: Circo, Dale, and Alexander. Motion Carried. (6-0-1)

3. Old Business

None.

4. New Business

A. Public Hearing for an Amendment to the Planned Used Development (PUD) Site Plan and an Amendment to the Conditional Use Permit (CUP) – Lot 2, Mayfair 2nd Addition Replat Five – La Vista Senior Living, LLC

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, La Vista Senior Housing, LLC is requesting a PUD site plan amendment and Conditional Use Permit amendment for a continuing care retirement community to remove independent living, adjust unit counts of memory and assisted living care units, along with associated site plan and building design changes. The proposed development is Lot 2, Mayfair 2nd Addition Replat Five near the Southwest corner of Brentwood Dr. and South 97th Plaza. Staff recommends approval of the amended PUD Site Plan, contingent on Papillion Fire Department approval of proposed changes to the fire lane and approval of building design prior to City Council review. Staff also

recommends approval of the Conditional Use Permit, contingent on Papillion Fire Department approval of proposed changes to the fire lane and approval of building design prior to City Council review.

- ii. **Applicant Presentation:** Nate Buss, from Olsson and Associates, came up and spoke on behalf of the applicant. He brought up that they had presented this project around 2 years ago and in that time, they've adjusted some things, done some market research and have come to find out that independent living is not really needed, so they took that out. He mentioned that the facility will now be just assisted living and memory care. He then showed and explained to the commissioners the new site plan. He said that the main and visitor entrance will still be off of 97th Plaza, but the steep drop-offs and slopes have been made to be more gradual. He then went over the new plans for the units and invited any questions.

(Note: Due to audio equipment difficulties, not all questions and discussion may be included in these minutes.)

Krzywicki talked about the handouts they were given and mentioned that North is pointing the wrong direction.

Sargus asked if the construction starts next week.

Buss said yes.

Hill mentioned that the definition of a continued care retirement facility includes independent living and asked if the applicant still considered themselves that, even though they no longer have independent living, or if they were calling themselves a nursing home.

Buss said that he wasn't sure exactly how that reads, but that he was still envisioning themselves as a continued living care facility.

Hill said that as she reads the ordinance, the definition of continued care includes all 3 levels; the independent living, the assisted living and the memory care and you omit that one, it no longer falls under that definition. Hill then asked if the CUP should be for a nursing home instead of a CCRC.

Brian Scheif then came up to speak on behalf of the applicant and said that it is an assisted living and memory care facility.

Solberg said that Hill brought up an interesting point considering the verbiage of the definition of continuing care facility. He said that that would be a minor tweak to the CUP and that he would bring it up to the Community Development Director and that they might make a change to the CUP. He said that it still falls under the same realm of conditional use as continuing care, if you were to say it's an assisted living facility; nursing care or rehabilitation facility. It's all in the same wheel house, but it's a technical thing that needs to be looked at.

- iii. Recommendation – PUD Site Plan Amendment:** Krzywicki moved, seconded by Sargus to recommend approval to City Council the PUD Site Plan amendment, contingent on Fire Department approval of proposed changes to the fire lane and approval of building design review and change on the North directional on the elevations to make them correct prior to City Council review. **Ayes: Krzywicki, Malmquist, Gahan, Wetuski, Sargus, Hill, and Miller. Nays: None. Abstain: None. Absent: Circo, Dale, and Alexander. Motion Carried. (7-0)**
- iv. Recommendation – CUP Amendment:** Sargus moved, seconded by Miller to recommend approval of the amended Conditional Use Permit, contingent on Papillion Fire Department approval of proposed changes to the fire lane and approval of building design prior to City Council review, as well as changes to CUP definition of continued care facility. **Ayes: Krzywicki, Malmquist, Gahan, Wetuski, Sargus, Hill, and Miller. Nays: None. Abstain: None. Absent: Circo, Dale, and Alexander. Motion Carried. (7-0)**

5. Comments from the Floor

No members of the public came forward.

6. Comments from the Planning Commission
None.

7. Comments from Staff
None.

Krzywicki mentioned that he was looking over the minutes from the last meeting and how he asked about updates on the Multisport Complex and that if Solberg had any further updates he would let them know. He asked if anything had changed on that.

Kottmann updated the Planning Commission on the status of the project.

8. Adjournment

Malmquist adjourned at 7:31 p.m.

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chairperson

Approval Date

A-4

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2017
67% of the Fiscal Year 2017

Preliminary

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
General Fund	\$ 15,800,755	\$ 1,437,234	\$ 9,061,804	\$ (6,738,951)	57%
Sewer Fund	4,160,873	266,084	2,405,955	(1,754,918)	58%
Debt Service Fund	5,041,969	477,665	2,613,139	(2,428,830)	52%
Lottery Fund	1,394,657	105,450	850,981	(543,676)	61%
Golf Fund	-	18	1,965	1,965	0%
Economic Development Fund	17,027,331	-	593,287	(16,434,044)	3%
Off Street Parking Fund	514	-	25	(489)	5%
Redevelopment Fund	2,198,762	206,917	1,136,411	(1,062,351)	52%
Total Revenues	45,624,861	2,493,369	16,663,567	(28,961,294)	37%
EXPENDITURES					
General Fund	15,759,564	1,099,416	9,419,204	(6,340,360)	60%
Sewer Fund	3,787,942	128,153	1,728,529	(2,059,413)	46%
Debt Service Fund	3,942,953	183,963	2,519,538	(1,423,415)	64%
Lottery Fund	709,076	57,982	394,883	(314,193)	56%
Golf Fund	-	-	6,199	6,199	0%
Economic Development Fund	2,005,741	-	1,995,741	(10,000)	100%
Off Street Parking Fund	595,619	45,097	569,241	(26,378)	96%
Redevelopment Fund	11,476,229	51,596	244,362	(11,231,867)	2%
Total Expenditures	38,277,124	1,566,207	16,877,698	(21,399,426)	44%
REVENUES NET OF EXPENDITURES					
General Fund	41,191	337,818	(357,400)	(398,591)	
Sewer Fund	372,931	137,932	677,426	304,495	
Debt Service Fund	1,099,016	293,703	93,601	(1,005,415)	
Lottery Fund	685,581	47,467	456,097	(229,484)	
Golf Fund	-	18	(4,234)	(4,234)	
Economic Development Fund	15,021,590	-	(1,402,454)	(16,424,044)	
Off Street Parking Fund	(595,105)	(45,097)	(569,216)	25,889	
Redevelopment Fund	(9,277,467)	155,321	892,048	10,169,515	
Revenues Net of Expenditures	7,347,737	927,162	(214,132)	(7,561,869)	
Capital Improvement Program Fund					
REVENUES	136,617	-	31	(136,586)	0%
EXPENDITURES	17,141,700	410,928	6,118,831	(11,022,869)	36%
REVENUES NET OF EXPENDITURES	(17,005,083)	(410,928)	(6,118,800)	10,886,283	
TRANSFERS IN & BOND PROCEEDS	17,005,200	-	6,585,592	(10,419,608)	39%
Net Activity	117	(410,928)	466,792	466,675	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2017
67% of the Fiscal Year 2017

Preliminary

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>TRANSFERS IN & BOND PROCEEDS</u>					
General Fund	90,675	-	60,000	(30,675)	66%
Sewer Fund	-	-	-	-	-
Debt Service Fund	10,000,000	-	-	(10,000,000)	0%
Capital Improvement Program Fund	17,005,200	-	6,585,592	(10,419,608)	39%
Lottery Fund	170,843	-	-	(170,843)	0%
Golf Fund	-	-	-	-	-
Economic Development Fund	800,000	-	800,000	-	100%
Off Street Parking Fund	590,000	-	414,000	(176,000)	70%
Redevelopment Fund	13,100,170	-	-	(13,100,170)	0%
Transfers In	<u>41,756,888</u>	<u>-</u>	<u>7,859,592</u>	<u>(33,897,296)</u>	<u>19%</u>
<u>TRANSFERS OUT</u>					
General Fund	(1,456,500)	-	(1,252,041)	204,459	86%
Sewer Fund	-	-	(512)	(512)	-
Debt Service Fund	(7,661,200)	-	(1,077,400)	6,583,800	14%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(720,675)	-	(390,152)	330,523	54%
Golf Fund	(170,843)	-	-	170,843	0%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	(8,647,500)	-	(5,139,487)	3,508,013	59%
Transfers Out	<u>(18,656,718)</u>	<u>-</u>	<u>(7,859,592)</u>	<u>10,797,126</u>	<u>42%</u>
<u>NET TRANSFERS & BOND PROCEEDS</u>					
General Fund	(1,365,825)	-	(1,192,041)	173,784	87%
Sewer Fund	-	-	(512)	(512)	-
Debt Service Fund	2,338,800	-	(1,077,400)	(3,416,200)	-
Capital Improvement Program Fund	17,005,200	-	6,585,592	(10,419,608)	39%
Lottery Fund	(549,832)	-	(390,152)	159,680	71%
Golf Fund	(170,843)	-	-	170,843	0%
Economic Development Fund	800,000	-	800,000	-	100%
Off Street Parking Fund	590,000	-	414,000	(176,000)	70%
Redevelopment Fund	4,452,670	-	(5,139,487)	(9,592,157)	-
Bond Proceeds	<u>23,100,170</u>	<u>-</u>	<u>-</u>	<u>(23,100,170)</u>	<u>-</u>
<u>NET FUND ACTIVITY</u>					
General Fund	(1,324,634)	337,818	(1,549,441)	(224,807)	-
Sewer Fund	372,931	137,932	676,914	303,983	-
Debt Service Fund	3,437,816	293,703	(983,798)	(4,421,614)	-
Capital Improvement Program Fund	117	(410,928)	466,792	466,675	-
Lottery Fund	135,749	47,467	65,945	(69,804)	-
Golf Fund	(170,843)	18	(4,234)	166,609	-
Economic Development Fund	15,821,590	-	(602,454)	(16,424,044)	-
Off Street Parking Fund	(5,105)	(45,097)	(155,216)	(150,111)	-
Redevelopment Fund	(4,824,797)	155,321	(4,247,439)	577,358	-
Net Activity	<u>\$ 13,442,824</u>	<u>\$ 516,234</u>	<u>\$ (6,332,932)</u>	<u>\$ (19,775,756)</u>	<u>-</u>

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2017
67% of the Fiscal Year 2017

<u>Preliminary</u>	<u>General Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>REVENUES</u>					
Property Taxes	\$ 6,213,792	\$ 442,146	\$ 3,601,791	\$ (2,612,001)	58%
Sales and use taxes	4,349,841	413,831	2,255,266	(2,094,575)	52%
Payments in Lieu of taxes	275,000	260,206	260,206	(14,794)	95%
State revenue	1,663,713	125,827	1,108,315	(555,398)	67%
Occupation and franchise taxes	1,049,200	7,999	650,329	(398,872)	62%
Hotel Occupation Tax	950,000	71,234	551,020	(398,980)	58%
Licenses and permits	537,536	16,000	198,513	(339,023)	37%
Interest income	26,594	2,011	13,658	(12,936)	51%
Recreation fees	159,730	11,361	81,785	(77,945)	51%
Special Services	23,175	2,002	14,670	(8,505)	63%
Grant Income	258,945	720	92,863	(166,082)	36%
Other	293,229	83,898	233,389	(59,840)	80%
Total Revenues	15,800,755	1,437,234	9,061,804	(6,738,951)	57%
<u>EXPENDITURES</u>					
Current:					
Administrative Services	599,146	37,389	375,237	(223,909)	63%
Mayor and Council	231,537	12,899	120,061	(111,476)	52%
Boards & Commissions	9,934	104	3,288	(6,646)	33%
Public Buildings & Grounds	528,515	17,388	260,709	(267,806)	49%
Administration	540,122	47,000	335,738	(204,384)	62%
Police and Animal Control	4,331,296	315,594	2,740,160	(1,591,136)	63%
Fire	1,918,317	178,269	1,380,927	(537,390)	72%
Community Development	613,192	40,164	341,768	(271,424)	56%
Public Works	3,529,463	253,660	2,005,199	(1,524,264)	57%
Recreation	775,013	46,638	379,362	(395,651)	49%
Library	802,913	56,810	463,379	(339,534)	58%
Information Technology	231,478	21,000	158,247	(73,231)	68%
Human Resources	828,425	50,607	450,867	(377,558)	54%
Public Transportation	96,014	7,370	44,536	(51,478)	46%
Capital outlay	724,199	14,523	359,726	(364,473)	50%
Total Expenditures	15,759,564	1,099,416	9,419,204	(6,340,360)	60%
<u>REVENUES NET OF EXPENDITURES</u>	41,191	337,818	(357,400)	(398,591)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (Lottery)	90,675	-	60,000	(30,675)	66%
Operating transfers out (EDF, OSP, CIP)	(1,456,500)	-	(1,252,041)	204,459	86%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	(1,365,825)	-	(1,192,041)	173,784	87%
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ (1,324,634)	\$ 337,818	\$ (1,549,441)	\$ (224,807)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the eight months ending May 31, 2017
67% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Sewer Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<u>REVENUES</u>					
User fees	\$ 4,033,536	\$ 265,268	2,234,407	\$ (1,799,129)	55%
Service charge and hook-up fees	101,282	800	160,665	59,383	159%
Grant Income	22,918	-	10,046	(12,872)	44%
Miscellaneous	450	16	170	(280)	38%
Total Revenues	4,158,186	266,084	2,405,287	(1,752,899)	58%
<u>EXPENDITURES</u>					
General & Administrative	604,748	40,726	356,087	(248,661)	59%
Maintenance	3,044,914	39,788	1,317,390	(1,727,524)	43%
Storm Water Grant	58,500	6,275	13,689	(44,811)	23%
Capital Outlay	79,780	41,363	41,363	(38,417)	52%
Total Expenditures	3,787,942	128,153	1,728,529	(2,059,413)	46%
OPERATING INCOME (LOSS)	370,244	137,932	676,758	306,514	
<u>NON-OPERATING REVENUE (EXPENSE)</u>					
Interest income	2,687	-	668	(2,019)	25%
	2,687	-	668	(2,019)	25%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	372,931	137,932	677,426	304,495	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers out (CIP)	-	-	(512)	(512)	0%
NET INCOME (LOSS)	\$ 372,931	\$ 137,932	\$ 676,914	\$ 303,983	

Note: City of Omaha billing (Maintenance Expense) in arrears for April and May, approximately \$340,000.

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2017
67% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Debt Service Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
<u>REVENUES</u>					
Property Taxes	\$ 1,989,954	\$ 138,055	1,129,480	\$ (860,474)	57%
Sales and use taxes	2,174,920	206,915	1,127,633	(1,047,287)	52%
Payments in Lieu of taxes	15,000	88,851	88,851	73,851	592%
Interest income	11,087	10	4,160	(6,927)	38%
Other (Special Assessments; Fire Reimbursmt)	851,008	43,834	263,016	(587,992)	31%
Total Revenues	5,041,969	477,665	2,613,139	(2,428,830)	52%
<u>EXPENDITURES</u>					
Current:					
Administration	90,000	918	17,080	(72,920)	19%
Fire Contract Bond	300,056	25,005	200,040	(100,016)	67%
Debt service					
Principal	2,780,000	-	1,815,000	(965,000)	65%
Interest	772,897	158,040	487,418	(285,479)	63%
Total Expenditures	3,942,953	183,963	2,519,538	(1,423,415)	64%
<u>REVENUES NET OF EXPENDITURES</u>	1,099,016	293,703	93,601	(1,005,415)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (Lottery Bond)	-	-	-	-	0%
Operating transfers out (CIP)	(7,661,200)	-	(1,077,400)	6,583,800	14%
Bond/registered warrant proceeds	10,000,000	-	-	(10,000,000)	0%
Total other Financing Sources (Uses)	2,338,800	-	(1,077,400)	(3,416,200)	
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ 3,437,816	\$ 293,703	\$ (983,798)	\$ (4,421,614)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2017
67% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Capital Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
<u>REVENUES</u>					
Interest income	\$ 117	\$ -	\$ 31	\$ (86)	26%
Grant Income	-	-	-	-	0%
Interagency	136,500	-	-	(136,500)	0%
Total Revenues	136,617	-	31	(136,586)	0%
<u>EXPENDITURES</u>					
Current:					
Capital outlay	17,141,700	410,928	6,118,831	(11,022,869)	36%
Total Expenditures	17,141,700	410,928	6,118,831	(11,022,869)	36%
REVENUES NET OF EXPENDITURES	(17,005,083)	(410,928)	(6,118,800)	10,886,283	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	17,005,200	-	6,585,592	(10,419,608)	39%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	17,005,200	-	6,585,592	(10,419,608)	39%
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ 117	\$ (410,928)	\$ 466,792	\$ 466,675	

Note: Operating transfers in and expenditures include land purchase of \$4,265,102.

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2017
67% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Lottery Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 74,944	\$ 595,948	\$ (404,052)	60%
Lottery Tax Form 51	360,000	29,978	238,393	(121,607)	66%
Event Revenue	25,700	500	14,974	(10,726)	58%
Interest income	8,957	28	1,666	(7,291)	19%
Miscellaneous / Other	-	-	-	-	0%
Total Revenues	1,394,657	105,450	850,981	(543,676)	61%
EXPENDITURES					
Current:					
Professional Services	246,466	5,678	110,433	(136,033)	45%
Salute to Summer	29,900	9,401	10,364	(19,536)	35%
Community Events	9,090	1,284	8,474	(616)	93%
Events - Marketing	26,600	7,295	16,905	(9,695)	64%
Recreation Events	9,400	425	1,129	(8,271)	12%
Concert & Movie Nights	10,200	3,375	3,375	(6,825)	33%
Travel & Training	13,420	547	5,812	(7,608)	43%
State Taxes	360,000	29,978	238,393	(121,607)	66%
Other	-	-	-	-	0%
Capital outlay	4,000	-	-	(4,000)	0%
Total Expenditures	709,076	57,982	394,883	(314,193)	56%
REVENUES NET OF EXPENDITURES	685,581	47,467	456,097	(229,484)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	170,843	-	-	(170,843)	0%
Operating transfers out	(720,675)	-	(390,152)	330,523	54%
Bond/registered warrant proceeds	-	-	-	-	
Total other Financing Sources (Uses)	(549,832)	-	(390,152)	159,680	71%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ 135,749	\$ 47,467	\$ 65,945	\$ (69,804)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the eight months ending May 31, 2017
67% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Golf Course Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<u>REVENUES</u>					
Greens Fees	\$	\$ -	\$ 873	\$ 873	0%
Carts		-	250	250	0%
Concessions		-	607	607	0%
Total Golf Proceeds	<u>-</u>	<u>-</u>	<u>1,730</u>	<u>1,730</u>	<u>0%</u>
Pro-Shop Merchandise		-	25	25	0%
Fee Income		-	76	76	0%
Miscellaneous		-	-	-	0%
Total Other Revenue	<u>-</u>	<u>-</u>	<u>101</u>	<u>101</u>	<u>0%</u>
Total Revenue	<u>-</u>	<u>-</u>	<u>1,831</u>	<u>1,831</u>	<u>0%</u>
<u>EXPENDITURES</u>					
General & Administrative		-	5,227	5,227	0%
Cost of merchandise sold		-	-	-	0%
Maintenance		-	972	972	0%
Capital Outlay		-	-	-	0%
Total Expenditures	<u>-</u>	<u>-</u>	<u>6,199</u>	<u>6,199</u>	<u>0%</u>
OPERATING INCOME (LOSS)	<u>-</u>	<u>-</u>	<u>(4,368)</u>	<u>(4,368)</u>	
<u>NON-OPERATING REVENUE (EXPENSE)</u>					
Interest income		18	134	134	0%
	<u>-</u>	<u>18</u>	<u>134</u>	<u>134</u>	<u>0%</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS	<u>-</u>	<u>18</u>	<u>(4,234)</u>	<u>(4,234)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (Lottery)		-	-	-	0%
Operating transfers out (Lottery)	<u>(170,843)</u>	<u>-</u>	<u>-</u>	<u>170,843</u>	<u>0%</u>
NET INCOME (LOSS)	<u>\$ (170,843)</u>	<u>\$ 18</u>	<u>\$ (4,234)</u>	<u>\$ 166,609</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2017
67% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Economic Development</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>REVENUES</u>					
JQH Payment	16,997,264	-	593,287	(16,403,977)	3%
Interest income	30,067	-	-	(30,067)	0%
Total Revenues	17,027,331	-	593,287	(16,434,044)	3%
<u>EXPENDITURES</u>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	10,000	-	-	(10,000)	0%
Debt service: (Warrants)					0%
Principal	730,000	-	730,000	-	100%
Interest	1,265,741	-	1,265,741	-	100%
Total Expenditures	2,005,741	-	1,995,741	(10,000)	100%
<u>REVENUES NET OF EXPENDITURES</u>	15,021,590	-	(1,402,454)	(16,424,044)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	800,000	-	800,000	-	100%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds		-	-	-	0%
Total other Financing Sources (Uses)	800,000	-	800,000	-	100%
EXCESS OF REVENUES AND OTHER FINANCING					
SOURCES OVER (UNDER) EXPENDITURES					
AND OTHER FINANCING USES	\$ 15,821,590	\$ -	\$ (602,454)	\$ (16,424,044)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2017
67% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Off Street Parking</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
Interest income	514	-	25	(489)	5%
Total Revenues	514	-	25	(489)	5%
EXPENDITURES					
Current:					
General & Administrative	20,116	869	7,452	(12,664)	37%
Professional Services		-	-		0%
Maintenance	19,500	4,320	5,787	(13,713)	30%
Debt service: (Warrants)					
Principal	475,000	-	475,000	-	100%
Interest	81,003	39,908	81,003	(1)	100%
Total Expenditures	595,619	45,097	569,241	(26,378)	96%
REVENUES NET OF EXPENDITURES	(595,105)	(45,097)	(569,216)	25,889	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	590,000		414,000	(176,000)	70%
Operating transfers out					0%
Bond/registered warrant proceeds		-	-	-	0%
Total other Financing Sources (Uses)	590,000	-	414,000	(176,000)	70%
EXCESS OF REVENUES AND OTHER FINANCING					
SOURCES OVER (UNDER) EXPENDITURES					
AND OTHER FINANCING USES	\$ (5,105)	\$ (45,097)	\$ (155,216)	\$ (150,111)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2017
67% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Redevelopment Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>REVENUES</u>					
Sales and use taxes	2,174,920	206,915	1,127,633	(1,047,287)	52%
Interest income	23,842	2	8,778	(15,064)	37%
Total Revenues	2,198,762	206,917	1,136,411	(1,062,351)	52%
<u>EXPENDITURES</u>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	102,000	40,688	74,898	(27,102)	73%
Financial / Legal Fees	50,000	10,909	111,208	61,208	222%
Debt service: (Warrants)					
Principal	11,210,000	-	-	(11,210,000)	0%
Interest	114,229	-	58,256	(55,973)	51%
Total Expenditures	11,476,229	51,596	244,362	(11,231,867)	2%
<u>REVENUES NET OF EXPENDITURES</u>	<u>(9,277,467)</u>	<u>155,321</u>	<u>892,048</u>	<u>10,169,515</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in			-	-	0%
Operating transfers out	(8,647,500)	-	(5,139,488)	3,508,012	59%
Bond/registered warrant proceeds	13,100,170		-	(13,100,170)	0%
Total other Financing Sources (Uses)	4,452,670	-	(5,139,488)	(9,592,158)	
EXCESS OF REVENUES AND OTHER FINANCING					
SOURCES OVER (UNDER) EXPENDITURES					
AND OTHER FINANCING USES	\$ (4,824,797)	\$ 155,321	\$ (4,247,440)	\$ 577,357	

Note: Operating transfers out include land purchase of \$4,265,102.



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

A-5
INVOICE

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

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

CITY OF LA VISTA
JOHN KOTTMANN
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 121357
Date 06/26/2017

Project 0171-408 THOMPSON CREEK PHASE 1
*Landscaping Intc. & Erosion
Control Observations*

Professional Services from March 6, 2017 through June 11, 2017

P.O. #17-0089

Description	Current Billed
Task A-Project Start-up	0.00
Task B-Design Development	0.00
Task C-Construction Documentation	0.00
Task D-Phase 2 Grant Acquisition	0.00
Task E-Pre-Construction Monitoring	0.00
Construction Phase Services	343.50
<i>Erosion control monitoring and reporting services</i>	
Additional Services - OPPD	0.00
Total	343.50

Invoice total 343.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
121357	06/26/2017	343.50	343.50				
	Total	343.50	343.50	0.00	0.00	0.00	0.00

*O.K. to pay
8/1/17 6-30-2017
05.71.0915.003*

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

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

A-6

INVOICE

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

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

CITY OF LA VISTA
JOHN KOTTMANN
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 121359
Date 06/26/2017

Project 0171-418 CULVERT EXTENSION - 108TH
AND CHANDLER

Professional Services from March 6, 2017 through June 11, 2017

PO #17-0089

Description	Current Billed
Topographic Survey	0.00
Engineering Services	253.75
CORPS Submittal	
Total	253.75

Invoice total 253.75

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
121359	06/26/2017	253.75	253.75				
	Total	253.75	253.75	0.00	0.00	0.00	0.00

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

O.K. to pay
JMK 6-30-2017
05.71.0895.003



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

A-7
INVOICE

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

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

CITY OF LA VISTA
JOHN KOTTMANN
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 121358
Date 06/26/2017
Project 0171-413 BIG PAPIO CREEK SIPHON
REPAIR

Professional Services from December 26, 2016 through June 11, 2017

PO #17-0089

Description	Current Billed
Topographic Survey	0.00
Engineering Services	3,690.75
Total	3,690.75

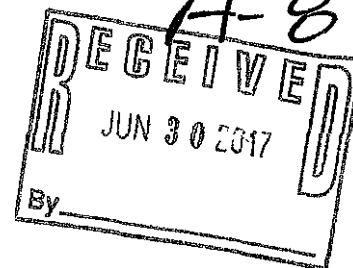
Invoice total 3,690.75

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
121358	06/26/2017	3,690.75	3,690.75				
	Total	3,690.75	3,690.75	0.00	0.00	0.00	0.00

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

OK to pay
JMK 6-30-2017
02.42.0314

Invoice

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

June 29, 2017

Invoice No: 280279

Invoice Total \$14,374.69

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

OA Project No. A16-0546 City of LaVista 84th Street Redevelopment Site Preparation
Professional services rendered May 7, 2017 through June 10, 2017 for work completed in accordance with agreement dated June 21, 2016.

Phase 100 Survey Verification

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	5,000.00	5,000.00
Limit			5,000.00
Total this Phase			0.00

Phase 110 Survey (Post Construction Verification)

Labor

	Hours	Rate	Amount
Senior Technician	5.50	100.00	430.00 ✓
Group Leader	1.00	112.00	112.00 ✓
Associate Surveyor	2.00	70.00	140.00 ✓
2-Man Survey Crew w/ GPS	9.00	150.00	1,350.00 ✓
Totals	17.50		2,032.00
Total Labor			2,032.00 ✓

Some is at 60¢/hr.

Billing Limits	Current	Prior	To-Date
Total Billings	2,032.00	4,192.00	6,224.00
Limit			10,000.00 ✓
Balance Remaining			3,776.00
Total this Phase			\$2,032.00

Phase 200 Utility & Tennant Coordination

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	280279
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Labor

	Hours	Rate	Amount	
Assistant Professional				
Niewohner, Philip	33.50	88.00	2,948.00 ✓	
Totals	33.50		2,948.00	
Total Labor				2,948.00 ✓

Billing Limits	Current	Prior	To-Date	
Total Billings	2,948.00	11,960.00	14,908.00	
Limit			15,000.00	
Balance Remaining			92.00	
		Total this Phase		\$2,948.00

Phase	210	Preliminary Construction Documents
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Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	13,168.25	13,168.25	
Limit			15,000.00	
Balance Remaining			1,831.75	
		Total this Phase		0.00

Phase	220	Final Construction Documents
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Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	30,000.00	30,000.00	
Limit			30,000.00	
		Total this Phase		0.00

Phase	300	Project Management
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Labor

	Hours	Rate	Amount	
Principal				
Galley, Eric	2.00	121.00	242.00 ✓	
Assistant Professional				
Niewohner, Philip	5.75	88.00	506.00 ✓	
Totals	7.75		748.00	
Total Labor				748.00 ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	280279
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Billing Limits	Current	Prior	To-Date	
Total Billings	748.00	20,000.00	20,748.00	
Limit			20,000.00	
Over Limit Adjustment				-748.00 ✓
Total this Phase				0.00 ✓

Phase 400 On-Site Construction Administration

Labor

	Hours	Rate	Amount	
Technician	.50	50.00	25.00 ✓	
Project Manager	9.50	115.00	1,092.50 ✓	
Assistant Engineer	2.75	75.00	206.25 ✓	
Construction Services Senior Technician	9.00	70.00	630.00 ✓	
Senior Engineer	5.25	140.00	735.00 ✓	
Totals	27.00		2,688.75 ✓	
Total Labor				2,688.75 ✓

Billing Limits	Current	Prior	To-Date	
Total Billings	2,688.75	14,207.50	16,896.25	
Limit			23,500.00	
Balance Remaining			6,603.75	
Total this Phase				\$2,688.75

Phase 410 SWPPP Inspections

Labor

	Hours	Rate	Amount	
SWPPP Inspections	5.25	60.00	315.00 ✓	
Totals	5.25		315.00	
Total Labor				315.00 ✓

Billing Limits	Current	Prior	To-Date	
Total Billings	315.00	2,270.00	2,585.00	
Limit			8,000.00	
Balance Remaining			5,415.00	
Total this Phase				\$315.00 ✓

Phase 420 On-Site Construction Observation

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	280279
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Labor

	Hours	Rate	Amount	
Project Manager	7.25	115.00	833.75 ✓	
Construction Services Senior Technician	62.00	70.00	4,340.00 ✓	
Totals	69.25		5,173.75	
Total Labor				5,173.75 ✓

Unit Billing

Field Vehicle	234.0 Miles @ 0.75	175.50	
Total Units		175.50	175.50

Billing Limits

	Current	Prior	To-Date
Total Billings	5,349.25	24,498.75	29,848.00
Limit			37,500.00
Balance Remaining			7,652.00

Total this Phase **\$5,349.25 ✓**

Phase 430 Special Inspections / Testing

Labor

	Hours	Rate	Amount	
Technician	11.75	50.00	587.50	
Totals	11.75		587.50	
Total Labor				587.50 ✓

Unit Billing

Atterberg Limit			
1 Test @ \$75/Test			75.00
Standard Proctor			
1 Test @ \$150/Test			150.00
Total Units			225.00
			225.00 ✓

Billing Limits

	Current	Prior	To-Date
Total Billings	812.50	2,531.00	3,343.50
Limit			6,000.00
Balance Remaining			2,656.50

Total this Phase **\$812.50 ✓**

Phase 900 Expenses

Reimbursable Expenses

Personal Vehicle Mileage	12.84	
Total Reimbursables	12.84	12.84

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	280279
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Unit Billing

Field Vehicle	22.0 Miles @ 0.75	16.50	
Field Vehicle	34.0 Miles @ 0.75	25.50	
Field Vehicle	11.0 Miles @ 0.75	8.25	
Field Vehicle	26.0 Miles @ 0.75	19.50	
Field Vehicle	89.0 Miles @ 0.75	66.75	
Field Vehicle	11.0 Miles @ 0.75	8.25	
Field Vehicle	28.0 Miles @ 0.75	21.00	
Field Vehicle	14.0 Miles @ 0.75	10.50	
Survey Supplies		36.60	
Duplication-KIP	17.5 Feet @ 0.20	3.50	
Total Units		216.35	216.35

Billing Limits

	Current	Prior	To-Date
Total Billings	229.19	3,968.53	4,197.72
Limit			10,000.00
Balance Remaining			5,802.28

Total this Phase **\$229.19** ✓

AMOUNT DUE THIS INVOICE **\$14,374.69** ✓

Outstanding Invoices

Number	Date	Balance
278385	5/26/2017	21,505.31
Total		21,505.31

O.K. to pay
 JMK 6-30-2017
 CD-17-007
 05.71.0908.603

Authorized By: Eric Galley

A-9

Invoice



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

June 29, 2017

Invoice No: 280251

Invoice Total \$7,921.17

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

OA Project No. C14-2258 City of La Vista Parking District Access Improvements
Professional services rendered from November 7, 2016 through June 10, 2017 for work completed in accordance with our Agreement executed on September 16, 2015 and Amendment No. 1 dated April 20, 2016, and Amendment No. 2 dated May 19, 2017.

This is a final invoice.

Phase	100	Project Management			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	14,621.83	14,621.83
Limit					14,621.83
Total this Phase				0.00	

Phase	200	Survey			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	3,747.07	3,747.07
Limit					3,747.07
Total this Phase				0.00	

Phase	300	Conceptual Design			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	2,970.88	2,970.88
Limit					2,970.88
Total this Phase				0.00	

Phase	400	Drainage Analysis			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	3,300.48	3,300.48
Limit					3,300.48
Total this Phase				0.00	

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	C14-2258	La Vista Parking District Access	Invoice	280251
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Phase	500	Geotechnical Exploration			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	3,135.77	3,135.77	
Limit				3,135.77	
Total this Phase					0.00

Phase	600	Preliminary & Final Roadway Design			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	37,471.10	37,471.10	
Limit				37,471.10	
Total this Phase					0.00

Phase	700	Bid Package Documents			
Labor			Hours	Rate	Amount
Senior Engineer					
Rolling, Christopher			8.25	39.42	325.22 ✓
Assistant Engineer					
Bellizzi, Daniel			1.00	25.96	25.96 ✓
Senior Project Landscape Architect					
Fjare, David			3.00	33.77	101.31 ✓
Totals			12.25		452.49
Total Labor					452.49 ✓
Additional Fees					
Overhead		176.96 % of 452.49			800.73 ✓
Profit		12.00 % of 1,253.22			150.39 ✓
Total Additional Fees					951.12 ✓
Billing Limits		Current	Prior	To-Date	
Total Billings		1,403.61	4,734.84	6,138.45	
Limit				5,513.73	
Over Limit Adjustment					-624.72
Total this Phase					\$778.89 ✓

Phase	800	Amendment #1 Construction Services			
Labor			Hours	Rate	Amount
Principal					
Rolling, Christopher			5.75	39.42	226.87 ✓
Rolling, Christopher			2.25	41.39	93.13 ✓
Construction Services					
Feik, Justin			11.50	31.25	359.38 ✓
Feik, Justin			8.00	32.81	262.48 ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	C14-2258	La Vista Parking District Access	Invoice	280251
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Administrative/Clerical

Zablocki, Stacy 5.50 20.00 110.00 ✓

Totals 33.00 1,051.66

Total Labor 1,051.66 ✓

Additional Fees

Overhead 176.96 % of 1,051.66 1,861.02 ✓

Profit 12.00 % of 2,912.68 349.52 ✓

Total Additional Fees 2,210.54 2,210.54 ✓

Consultants

Utilities Service Group

12/16/2016 Utilities Service Group 11554 635.88

12/16/2016 Utilities Service Group 11554 635.87

Total Consultants 1,271.75 1,271.75 ✓

Billing Limits

Total Billings Current Prior To-Date 4,533.95 ✓ 95,983.42 100,517.37

Limit 100,499.29

Over Limit Adjustment -18.08 ✓

Total this Phase \$4,515.87

Phase 810 Amendment #1 Turn Lane & Signal Modification

Labor

Hours Rate Amount

Project Engineer

Rolling, Christopher 8.00 39.42 315.36 ✓

Associate Engineer

Golka, Michael 14.25 30.53 435.05 ✓

Administrative Coordinator

Zablocki, Stacy 4.75 19.50 92.63 ✓

Totals 27.00 843.04

Total Labor 843.04 ✓

Additional Fees

Overhead 176.96 % of 843.04 1,491.84

Profit 12.00 % of 2,334.88 280.19

Total Additional Fees 1,772.03 1,772.03

Billing Limits

Total Billings Current Prior To-Date 2,615.07 13,896.44 16,511.51

Limit 16,511.51

Total this Phase \$2,615.07

Phase 900 Reimbursable Expenses

Reimbursable Expenses

Personal Vehicle Mileage 11.34

Total Reimbursables 11.34 11.34

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	C14-2258	La Vista Parking District Access	Invoice	280251
---------	----------	----------------------------------	---------	--------

Billing Limits	Current	Prior	To-Date	
Total Billings	11.34	196.66	208.00	
Limit			3,232.83	
Balance Remaining			3,024.83	
		Total this Phase		\$11.34
		AMOUNT DUE THIS INVOICE		\$7,921.17

Billings to Date

	Current	Prior	Total
Labor	2,141.60	44,922.32	47,063.92
Consultant	1,266.67	33,849.79	35,116.46
Expense	11.34	73.44	84.78
Internal Unit	0.00	6,791.13	6,791.13
Add-on	4,501.56	94,421.81	98,923.37
Totals	7,921.17	180,058.49	187,979.66

O.K. to pay
 \$MK 6-30-2017
 05,71,0899.002

Email invoice to: jkottmann@cityoflavista.org

Total Compensation: \$191,004.49

Authorized By: Christopher Rolling

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

A-10

TD² File No. 171-417.11

July 11, 2017

**PAYMENT RECOMMENDATION NO. 3 ON CONTRACT FOR GOLF COURSE TRANSFORMATION,
PHASE 1 GRADING**

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

Contractor: Blade Masters Grounds Mntc, Inc.
P.O. Box 167
Bennington, NE 68007

ORIGINAL CONTRACT AMOUNT: \$1,121,368.50

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS: \$ 343,700.10

Item	Description	Approx. Quantities	Unit Price	Amount
1	Mobilization	1 LS	\$ 33,000.00 / LS	\$ 33,000.00
2	Install and Maintain Construction Entrance	1 EA	\$ 9,000.00 / EA	\$ 9,000.00
3	Existing Lake Draining/Dewatering	1 EA	\$ 33,000.00 / EA	\$ 33,000.00
4	Clearing and Grubbing	1 LS	\$ 24,000.00 / LS	\$ 24,000.00
5	Exploratory Excavation	5.25 HRS	\$ 133.00 / HRS	\$ 698.25
6	Remove and Replace Topsoil (17,000 CY Moved Twice)	17,200 CY	\$ 3.00 / CY	\$ 51,600.00
7	Common Excavation with Placement on Site	23,100 CY	\$ 4.20 / CY	\$ 97,020.00
8	Lake Excavation with Placement on Site	41,550 CY	\$ 6.00 / CY	\$ 249,300.00
9	Lake Excavation with Haul Off to Contractor's Designated Site	420 CY	\$ 8.33 / CY	\$ 3,498.60
10	Lake Excavation with Haul Off to School Site	0 CY	\$ 6.33 / CY	\$ 0.00
11	Scarify, Recompact and Stabilize Lake Bottom	0 SY	\$ 0.40 / SY	\$ 0.00
12	Construct Temporary Crossing Over existing Storm Sewer	3 LS	\$ 1,000.00 / LS	\$ 3,000.00
13	Remove and Dispose of Debris Including Markers, Sprinkler Lines and Drains from Sand Traps	1 LS	\$ 6,000.00 / LS	\$ 6,000.00
14	Remove and Salvage Bridge	0 LS	\$ 4,500.00 / LS	\$ 0.00
15	Remove Articulated Concrete Block	0 SF	\$ 3.00 / SF	\$ 0.00
16	Remove Pump Structure Enclosure and Waterline	0 LS	\$ 2,000.00 / LS	\$ 0.00
17	Remove Wood Retaining Wall	0 LF	\$ 6.00 / LF	\$ 0.00
18	Remove Chain link Fence	70 LF	\$ 8.00 / LF	\$ 560.00
19	Remove Golf Net Pole and Base	10 EA	\$ 330.00 / EA	\$ 3,300.00
20	Remove P.C.C. Cart Path with Full Depth Saw Cut	0 SF	\$ 0.80 / SF	\$ 0.00

Item	Description	Approx. Quantities		Unit Price		Amount
21	Remove A.C.C. Cart Path	1,400	SF	\$ 0.80 /	SF	\$ 1,120.00
22	Remove Rock Surfacing	0	SY	\$ 1.00 /	SY	\$ 0.00
23	Remove Abandoned Water Line	0	LF	\$ 10.00 /	LF	\$ 0.00
24	Remove Abandoned Sewer Line	0	LF	\$ 20.00 /	LF	\$ 0.00
25	Silt Fence, in place	6,833	LF	\$ 2.75 /	LF	\$ 18,790.75
26	Construct 6" P.C.C Trail	0	SF	\$ 5.00 /	SF	\$ 0.00
27	Construct 9" P.C.C. Trail	0	SF	\$ 6.00 /	SF	\$ 0.00
28	Place Type B Rip Rap with Geotextile Fabric	0	TON	\$ 60.00 /	TON	\$ 0.00
29	Seeding and Fertilizer with Erosion Control Fabric	0	SY	\$ 1.55 /	SY	\$ 0.00
30	Seeding and Fertilizer with Mulch	0	AC	\$ 2,700.00 /	AC	\$ 0.00
TOTAL						\$ 533,887.60
LESS 10% RETAINED						\$ 53,388.76
LESS PREVIOUS PAYMENT RECOMMENDATIONS						\$ 343,700.10
AMOUNT DUE CONTRACTOR						\$ 136,798.74

We recommend that payment in the amount of \$136,798.74 be made to Blade Masters Grounds Mntc, Inc.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.


 Charles E. Riggs, P.E.
 Contract Engineer

CER/tjp

cc: Blade Masters Grounds Mntc, Inc.

O.K. to pay
 BMK 7-11-2017
 05.71.0916.003

Consent Agenda 7/18/17 

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



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: 07-JUL-17
Invoice Number: 37936301

Agreement Number: 60530043
Agreement Description: Local Authority - 3810440

Payment Term: 30 NET

Please reference Invoice Number and Project Number with Remittance

Project Number : 60530043
Bill Through Date : 08-APR-17 - 30-JUN-17
Project Manager: Chris Brewer
Purchase Order No: 162573 RRamirez@cityoflavista.org

Project Name : LaVista- New Amphitheater Feasibility Study

Phase Lump Sum

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

Total Phase Lump Sum: 0.00

Task Number : 300

Task Name : Travel Expenses

Reimbursable

Expenditure Type	Employee/Vendor Name	Date	Inv Number	Billed Amt
Con-Subcontractors	THE ROONEY SPORTS & ENTERTAINMENT GROUP LLC	03-MAR-17	1115	591.34
Outside Contractors	HUNDEN STRATEGIC PARTNERS INC	05-MAY-17	10778REV	1,237.10
Outside Contractors	INTERNATIONAL FACILITIES GROUP LL	16-MAY-17	RCL855936767	583.31

Total Reimbursable 2,411.75

Task Total : Travel Expenses 2,411.75

Project Total : LaVista- New Amphitheater Feasibility Study 2,411.75

Invoice Summaries

Total Current Amount:	2,411.75
Retention Amount:	0.00
Pre-Tax Amount:	2,411.75
Tax Amount:	0.00
Total Invoice Amount:	2,411.75

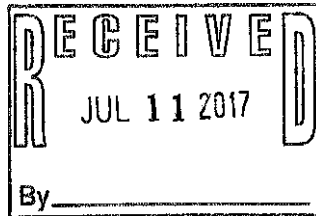
Billing Summaries

Billing Summary	Current	Prior	Total	Limit	Remain
Billings	2,411.75	69,721.79	72,133.54	69,721.79	-2,411.75
Billing Total:	2,411.75	69,721.79	72,133.54		

16 53.0303

7-11-17

Chris + Amanda 7/18/17



A-12

Invoice

HDR Engineering Inc.
Omaha, NE 68114-4098
Phone: (402) 399-1000

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

Reference Invoice Number with Payment

HDR Invoice No. 1200061352
Invoice Date 10-JUL-2017
Invoice Amount Due \$45,184.62
Payment Terms 30 NET

Remit To PO Box 74008202
Chicago, IL 60674-8202
Wire Transfer To Bank of America ML US
ABA# 081000032
Account# 355004076604

Project Management for Services for Public Improvements and Other Works.

Professional Services
From: 28-MAY-2017 To: 01-JUL-2017

Professional Services Summarization	Hours	Billing Rate	Amount
Administrative	1.50		75.06
Civil Engineer	34.50		3,977.91
Communications Coordinator	0.50		32.88
Communications Coordinator Sr	11.50		1,658.76
Multimedia Specialist	23.50		2,286.32
Project Controller	1.00		96.99
Project Manager	63.00		13,608.00
Sr. Civil Engineer	14.50		2,189.13
	150.00		\$23,925.05
Total Professional Services			\$23,925.05

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	254.00		135.92
Printing/Reprographics			3.65
Subcontractors-Weitz			21,120.00
Total Expenses			\$21,259.57

Amount Due This Invoice (USD) \$45,184.62

Fee Amount	\$649,972.00
Fee Invoiced to Date	\$101,266.32
Fee Remaining	\$548,705.68

HDR Internal Reference Only	
Client Number	41331
Cost Center	10134
Project Number	10053040

05.71.0909.03
R. Ramirez
7/12/17

Consent Agenda
7/18/17 (pk)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 18, 2017 AGENDA**

Subject:	Type:	Submitted By:
TREE GRINDING SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing payment to Dudley's Dew-Right Tree Service for grinding tree branches and logs at the storm debris drop off site in an amount not to exceed \$9,800.00.

FISCAL IMPACT

The grinding service was an unexpected expense. Savings on fuel and overtime expenses from the light winter will cover the expense. The City of La Vista did file a Disaster Declaration through the Nebraska Emergency Management Agency and anticipate reimbursement for grinding services and all other eligible storm related expenses.

RECOMMENDATION

Approval

BACKGROUND

The storm on June 16, 2017 necessitated the opening of a drop-off site for tree debris at the La Vista Soccer Complex. The site opened on Saturday, June 17th and closed on Monday, June 26th. Grinding operations were completed on July 5th. River City Recycling has agreed to accept the grinding material at no cost to the city. The mulch from the grinding operation will be hauled to River City Recycling by Public Works staff.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING PAYMENT TO DUDLEY'S DEW-RIGHT TREE SERVICE FOR GRINDING TREE BRANCHES AND LOGS AT THE STORM DEBRIS DROP OFF SITE IN AN AMOUNT NOT TO EXCEED \$9,800.00.

WHEREAS, the City Council of the City of La Vista has determined that the grinding of tree branches and logs from the storm debris drop off site is necessary, and

WHEREAS, FY17 Budget savings will cover the expense, and

WHEREAS, A Disaster Declaration through NEMA was filed and reimbursement for grinding services is anticipated, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize payment to Dudley's Dew-Right Tree Service for grinding tree branches and logs at the storm debris drop off site in an amount not to exceed \$9,800.00.

PASSED AND APPROVED THIS 18TH DAY OF JULY, 2017.

CITY OF LA VISTA

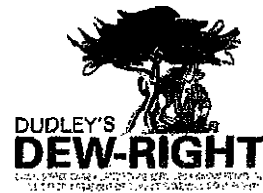
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

4 Seasons Property Services Inc. DBA:
Dudley's Dew-Right Tree Service
3700 Adams
Lincoln, NE 68504
(402) 421-0870
<http://dewrighttreecare.com>

Invoice



BILL TO

Brian Lukasiewicz
City of La Vista
9900 Portal Road
La Vista, NE 68128

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
1703	06/30/2017	\$9,800.00	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Grinding Services Grinding Logs and Brush at the drop site for the City of La Vista	18	544.4445	9,800.00

Adjusted hourly rate from \$800/hr to \$544.445/hr
City of La Vista 20170623

BALANCE DUE

\$9,800.00

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 18, 2017 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISE FOR BIDS - HARRISON STREET PANEL REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROCKY HENKEL STREET SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to authorize the advertisement for bids for the removal and replacement of damaged concrete panels along eastbound Harrison Street from La Vista Drive to Interstate I-80 Right of Way.

FISCAL IMPACT

The FY17/18 biennial budget provides funding in the Capital Improvement Program for this project.

RECOMMENDATION

Approval

BACKGROUND

The proposed construction includes removal and replacement of concrete, seeding, traffic control, and miscellaneous work. Preparation of plans and specifications for this project have been completed by the City. The Engineer's Estimate for the proposed construction work is \$303,650. The recommended schedule for bidding this work is:

Publish Notice to Contractors July 26 and August 2, 2017

Non-Mandatory Pre-Bid Meeting August 3, 2017 at 10:00 am

Open Bids August 7, 2017 at 10:00 am City Hall

Council Award Contract August 15, 2017

The Notice to Contractors will also be posted on the City's web site and at www.standardshare.com

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR HARRISON STREET PANEL REPAIR.

WHEREAS, the Mayor and Council have determined that removal and replacement of damaged concrete panels along eastbound Harrison Street from La Vista Drive to Interstate 80 right of way is necessary, and

WHEREAS, the FY17/18 Biennial Capital Improvement Program Fund Budget provides funding for the proposed project; and

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

Publish Notice to Contractors	July 26 and August 2, 2017
Non-Mandatory Pre-Bid Meeting	August 3, 2017 at 10:00 am
Open Bids	August 7, 2017 at 10:00 am at City Hall
Award Contract	August 15, 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 Harrison Street Panel Repair.

PASSED AND APPROVED THIS 18TH DAY OF JULY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

NOTICE TO CONTRACTORS

City of La Vista
La Vista, Nebraska

M376 (201) PANEL REPAIR-HARRISON STREET

Sealed proposals will be received by Pamela Buethe, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:00 AM on the 7th day of August, 2017, for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements for PANEL REPAIR-HARRISON STREET, M376 (201).

At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Description	Estimated Quantities
1	Barricades-Per Segment	4 EA
2	Furnish Flashing Arrow Panel	17 DAY
3	Provide Flagger	17 DAY
4	Pavement Repair Concrete Type L85 10-Inch	2400 SY
5	Construct Aggregate Subbase Course	15 TON
6	Vehicle Detector, Type TD-5	5 EA
7	Remove and Replace Median Surfacing	50 SF
8	Install Permanent Paint Marking-5" White	200 LF
9	Adjust Manhole to Grade	5 EA
10	Adjust Valve to Grade	5 EA

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by the City of La Vista, and now on file with the City Clerk. **All bidders must submit their bid on the Proposal Form included with the contract documents. Only those bids received from registered plan holders, as recorded at the office of the La Vista Public Works Department, will be considered for award.**

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount of not less than five percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvement in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100% of the contract price. No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted

programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Drawings, Specifications and Contract Documents may be examined and procured at the office of the La Vista Public Works Department, 9900 Portal Road, La Vista, Nebraska 68128.

The City reserves the right to waive informalities and to reject all or any bids.

CITY OF LA VISTA, NEBRASKA

Pamela Buethe, City Clerk

User: AHultberg

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
124474	07/06/2017	AN EVENING PRODUCTIONS LLC	1,200.00	N
124475	07/06/2017	ANDERSON EXCAVATING COMPANY	71,986.25	N
124476	07/06/2017	CENTURY LINK	91.33	N
124477	07/06/2017	DLR GROUP	10,745.00	N
124478	07/06/2017	OLSSON ASSOCIATES	81,134.44	N
124479	07/06/2017	THOMPSON DRESSEN & DORNER	9,509.27	N
124480	07/06/2017	CHRIS MADDEN	825.00	N
82(E)	07/18/2017	ELAN FINANCIAL SERVICES	60.58	N
83(E)	07/18/2017	MANPOWER	2,710.32	N
84(E)	07/18/2017	MARCO INCORPORATED	223.34	N
85(E)	07/18/2017	PAYFLEX SYSTEMS USA INC	285.30	N
124481	07/18/2017	A-RELIEF SERVICES INC	181.50	N
124482	07/18/2017	A.S.P. ENTERPRISES INC	34.00	N
124483	07/18/2017	ACCO UNLIMITED CORP	625.92	N
124484	07/18/2017	ACTION BATTERIES UNLTD INC	14.64	N
124485	07/18/2017	ASPHALT & CONCRETE MATERIALS	384.34	N
124486	07/18/2017	BAUER BUILT TIRE	483.48	N
124487	07/18/2017	BAXTER FORD 144TH & I-80	116.83	N
124488	07/18/2017	BENNETT REFRIGERATION	357.51	N
124489	07/18/2017	BLACK HILLS ENERGY	110.10	N
124490	07/18/2017	BOB'S RADIATOR REPAIR CO INC	85.00	N
124491	07/18/2017	CENTER POINT PUBLISHING	309.78	N
124492	07/18/2017	CENTURY LINK	576.75	N
124493	07/18/2017	CENTURY LINK BUSN SVCS	92.94	N
124494	07/18/2017	COMP CHOICE INC	1,103.00	N
124495	07/18/2017	COX COMMUNICATIONS	277.40	N
124496	07/18/2017	CPS HUMAN RESOURCE SERVICES	1,102.50	N
124497	07/18/2017	CUMMINS CENTRAL POWER LLC	1,967.44	N
124498	07/18/2017	D & K PRODUCTS	160.00	N
124499	07/18/2017	DAIKIN APPLIED	2,463.00	N
124500	07/18/2017	DALY'S MACHINE COMPANY	320.00	N
124501	07/18/2017	DEMCO INCORPORATED	821.99	N
124502	07/18/2017	DIAMOND VOGEL PAINTS	332.25	N
124503	07/18/2017	EDUCATIONAL SERVICE UNIT #3	125.00	N
124504	07/18/2017	FELSBURG HOLT & ULLEVIG	1,007.50	N
124505	07/18/2017	FIRST NATIONAL BANK FREMONT	1,019,131.25	N
124506	07/18/2017	FITZGERALD SCHORR BARMETTLER	3,670.50	N
124507	07/18/2017	FOCUS PRINTING	75.00	N
124508	07/18/2017	GALE	234.65	N
124509	07/18/2017	GENUINE PARTS COMPANY-OMAHA	506.57	N
124510	07/18/2017	GOODWIN TUCKER GROUP	50.69	N
124511	07/18/2017	GRAINGER	53.90	N
124512	07/18/2017	HANEY SHOE STORE	150.00	N
124513	07/18/2017	HOLSTEIN'S HARLEY DAVIDSON	8.03	N
124514	07/18/2017	HOME DEPOT CREDIT SERVICES	140.59	N
124515	07/18/2017	IA NE SD PRIMA CHAPTER	85.00	N
124516	07/18/2017	INGRAM LIBRARY SERVICES	139.34	N
124517	07/18/2017	MARK A KLINKER	200.00	N
124518	07/18/2017	KRIHA FLUID POWER CO INC	137.50	N
124519	07/18/2017	LA VISTA COMMUNITY FOUNDATION	90.00	N
124520	07/18/2017	LARSEN SUPPLY COMPANY	78.88	N
124521	07/18/2017	ROBERT S LAUSTEN JR	120.00	N
124522	07/18/2017	MAPA-METRO AREA PLANNING AGNC	54.00	N
124523	07/18/2017	MAX I WALKER UNIFORM RENTAL	588.83	N
124524	07/18/2017	MENARDS-RALSTON	20.52	N
124525	07/18/2017	METRO AREA TRANSIT	520.00	N
124526	07/18/2017	METROPOLITAN UTILITIES DIST.	41.94	N
124527	07/18/2017	MID-AMERICAN BENEFITS INC	591.50	N
124528	07/18/2017	MIDWEST TAPE	443.23	N
124529	07/18/2017	MIDWEST TURF & IRRIGATION	27.23	N

User: AHultberg

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
124530	07/18/2017	MONARCH OIL INC	486.50	N
124531	07/18/2017	MULHALL'S	1,314.00	N
124532	07/18/2017	NEBRASKA CODE OFFICIALS ASSN	175.00	N
124533	07/18/2017	NUTS AND BOLTS INCORPORATED	5.84	N
124534	07/18/2017	O'REILLY AUTOMOTIVE STORES INC	28.77	N
124535	07/18/2017	OFFICE DEPOT INC	315.05	N
124536	07/18/2017	OMAHA PUBLIC POWER DISTRICT	55,122.90	N
124539	07/18/2017	OMAHA WORLD-HERALD	804.97	N
124540	07/18/2017	ONE CALL CONCEPTS INC	343.77	N
124541	07/18/2017	ORIENTAL TRADING COMPANY	67.69	N
124542	07/18/2017	PAPILLION SANITATION	265.04	N
124543	07/18/2017	PENWORTHY COMPANY	746.88	N
124544	07/18/2017	PLAINS EQUIPMENT GROUP	176.20	N
124545	07/18/2017	QP ACE HARDWARE	947.50	N
124546	07/18/2017	QUALITY AUTO REPAIR & TOWING	420.00	N
124547	07/18/2017	ROURKE PUBLISHING COMPANY	75.80	N
124548	07/18/2017	SARPY COUNTY COURTHOUSE	3,976.44	N
124549	07/18/2017	SCHOLASTIC BOOK FAIRS	500.00	N
124550	07/18/2017	SIGN IT	423.92	N
124551	07/18/2017	SOUTHERN UNIFORM & EQUIPMENT	231.63	N
124552	07/18/2017	SUN COUNTRY DISTRIBUTING LTD	41.28	N
124553	07/18/2017	SWANK MOTION PICTURES INC	678.00	N
124554	07/18/2017	TED'S MOWER SALES & SERVICE	324.85	N
124555	07/18/2017	TOSHIBA FINANCIAL SERVICES	138.00	N
124556	07/18/2017	TRANS UNION RISK AND	25.00	N
124557	07/18/2017	TRAVELERS	1,846.25	N
124558	07/18/2017	U.S. CELLULAR	703.36	N
124559	07/18/2017	UNITE PRIVATE NETWORKS LLC	3,850.00	N
124560	07/18/2017	CHRIS MADDEN	300.00	N
TOTAL:			1,293,317.49	

APPROVED BY COUNCIL MEMBERS ON: 07/18/2017

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 18, 2017 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION TO AMEND PUD SITE PLAN & CONDITIONAL USE PERMIT – LOT 2, MAYFAIR 2 ND ADDITION REPLAT FIVE (SW OF BRENTWOOD DRIVE & 97 TH PLAZA)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

SYNOPSIS

A public hearing has been scheduled and resolutions prepared to approve amendments to the PUD Site Plan and Conditional Use Permit for a continuing care retirement community on approximately 6.29 acres located southwest of Brentwood Drive and 97th Plaza.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application to amend the PUD Site Plan and Conditional Use Permit (CUP) submitted by La Vista Senior Housing, LLC, for approximately 6.29 acres platted as Lot 2, Mayfair 2nd Addition Replat Five. The project is located on the southwest corner of Brentwood Drive and 97th Plaza.

The City Council held a public hearing on June 16, 2015 and approved an amendment to the Future Land Use Map of the Comprehensive Plan from Commercial to High Density Residential; and a Zoning Map Amendment from C-1, Shopping Center Commercial, with the Gateway Corridor District (Overlay District) to R-3 PUD, High Density Residential Planned Unit Development, with the Gateway Corridor District (Overlay District). On September 15, 2015, the City Council held a public hearing and approved the PUD Site Plan and Condition Use Permit.

The applicant now proposes to amend the housing unit type mix as follows:

	<u>Approved</u>	<u>Proposed</u>
Senior Independent Living	25	0
Assisted Living	50	80
Memory Care	24	30
Total Units	99	110

Amendments to the parking stall count are also proposed. A detailed staff report is attached.

The Planning Commission held a public hearing on June 15, 2017 and unanimously voted to recommend approval of the amended PUD Site Plan and amended CUP, contingent on Papillion Fire Department approval of proposed changes to the fire lane and approval of building design prior to City Council review.

RESOLUTION NO. 17 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE AMENDED PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN FOR LOT 2, MAYFAIR 2ND ADDITION REPLAT FIVE, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 16, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of an amended planned unit development site plan for Lot 2, Mayfair 2nd Addition Replat Five; and

WHEREAS, the City Planner and the City Engineer have reviewed the final planned unit development plan; and

WHEREAS, on June 15, 2017, the Planning Commission held a public hearing and recommended approval of the amended PUD site plan contingent on Papillion Fire Department approval of the proposed changes to the fire lane and approval of building design prior to City Council review; and

WHEREAS, these two contingencies have been reviewed and approved.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the amendment to the Planned Unit Development (PUD) site plan for Lot 2, Mayfair 2nd Addition Replat Five, located in the SE 1/4 of Section 16, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located southwest of Brentwood Drive and 97th Plaza be, and hereby is, approved.

PASSED AND APPROVED THIS 18TH DAY OF JULY 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

RESOLUTION NO. 17-__

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AMENDED CONDITIONAL USE PERMIT FOR LA VISTA SENIOR HOUSING, LLC, TO ALLOW FOR A CONTINUING CARE RETIREMENT COMMUNITY ON LOT 2, MAYFAIR 2ND ADDITION REPLAT FIVE.

WHEREAS, La Vista Senior Housing, LLC, has applied to amend the conditional use permit for a continuing care retirement community on Lot 2, Mayfair 2nd Addition Replat Five, located southwest of Brentwood Drive and 97th Plaza; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval contingent on Papillion Fire Department approval of the proposed changes to the fire lane and approval of building design prior to City Council review; and

WHEREAS, these two contingencies have been reviewed and approved; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of an amended 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 an amended Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for La Vista Senior Housing, LLC, to allow for a continuing care retirement community on Lot 2, Mayfair 2nd Addition Replat Five.

PASSED AND APPROVED THIS 18TH DAY OF JULY, 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: PCUP-17-0002
PPUD-17-0003

FOR HEARING OF: July 18, 2017
REPORT PREPARED ON: July 10, 2017

I. GENERAL INFORMATION

- A. APPLICANT:** La Vista Senior Housing, LLC
- B. PROPERTY OWNER:** La Vista Senior Housing, LLC
- C. LOCATION:** Southwest corner of Brentwood Drive and South 97th Plaza
- D. LEGAL DESCRIPTION:** Lot 2, Mayfair 2nd Addition Replat Five
- E. REQUESTED ACTION(S):** PUD Site Plan amendment and Conditional Use Permit amendment for a continuing care retirement community to remove independent living, adjust unit counts of memory and assisted living care units, along with associated site plan and building design changes.
- F. EXISTING ZONING AND LAND USE:**
R-3 PUD; Multi-Family Residential with a Planned Unit Development (PUD) overlay and Gateway Corridor District (Overlay District); vacant.
- G. PROPOSED USES:** The PUD Site Plan and Conditional Use Permit (CUP), as amended, will allow the applicant to operate a continuing care retirement community on the property that includes assisted living and memory care.
- H. SIZE OF SITE:** 6.29 acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The lot is currently vacant. The property has a drastic slope away from the adjoining streets on the north and down to a relatively flat area with a gradual slope to the south that covers the majority of the lot.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 - 1. North:** Single family neighborhood; R-1 Single Family Residential District

2. **East:** Commercial strip center (Mama's Pizza); C-1 Shopping Center Commercial District and Gateway Corridor District (Overlay District)
3. **South:** Primrose School of La Vista; C-1 Shopping Center Commercial District and Gateway Corridor District (Overlay District)
4. **West:** Lot 11A, Mayfair 2nd Addition Replat One (Vacant); C-1 Shopping Center Commercial District and Gateway Corridor District (Overlay District)

C. RELEVANT CASE HISTORY:

1. The City Council held a public hearing on June 16, 2015 and unanimously approved of an amendment to the Future Land Use Map of the Comprehensive Plan from Commercial to High Density Residential; and a Zoning Map Amendment from C-1, Shopping Center Commercial, with the Gateway Corridor District (Overlay District) to R-3 PUD, High Density Residential Planned Unit Development, with the Gateway Corridor District (Overlay District).
2. The City Council held a public hearing on September 15, 2015 and approved the PUD Site Plan and Conditional Use Permit as it currently exists.

D. APPLICABLE REGULATIONS:

1. Section 5.08 of the Zoning Regulations – R-3 High Density Residential District
2. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
3. Section 5.15 of the Zoning Regulations – Planned Unit Development District
4. 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 High Density Residential.
2. The proposed project will meet Action Strategy #12 of the Housing and Residential Areas category of the Community Goals, Policies and Action Strategies Chapter of the Comprehensive Plan, which states:
Encourage the development of additional owner and renter occupied housing types, including single family, multiple family for low- to moderate income families, persons with disabilities and the elderly, to meet existing and future needs of all La Vista residents. Emphasis on owner occupied housing

development is the preferred choice of the community and its residents.

La Vista has only one nursing care and assisted living facility. The proposal would provide an additional option for residents.

B. OTHER PLANS: N/A

C. TRAFFIC AND ACCESS:

1. Access will be from proposed egress / ingress to Brentwood Drive and South 97th Plaza. The traffic impacts from a high-density residential use are expected to be less intensive than most commercial uses.
2. The PUD Site Plan needs to be reviewed by the Papillion Fire Marshall as the circulation geometry for the fire lane access has been revised. This review and resolution of any possible issues shall be resolved by the applicant before City Council review.

D. UTILITIES: All utilities are available to the site.

E. PARKING REQUIREMENTS: The parking stall requirements, as per the Zoning Ordinance for the proposed use are:

• Assisted Living -	80 Stalls (1 Per Unit)
• Memory Care -	11 Stalls (1 Per 3 Beds)
• <u>Employee -</u>	<u>25 Stalls (1 Per Employee)</u>
• Total	116 Stalls (5 Accessible)

The developer has submitted a letter requesting a reduction in the parking stall counts required for the proposed use based on recent development as well as historical data from the operating history of similar projects.

Staff has reviewed this letter and approves of the revised stall count of 95 stalls (6 accessible) based on the developer's experience with parking demand for these uses. This is an increase of three parking spaces over the original amount of 92 stalls as approved through the existing PUD and CUP documents. If parking issues arise, it appears as though space for additional parking stalls is available near the southern lot line if necessary. Overflow parking is not allowed on Brentwood Drive or 97th Plaza.

F. LANDSCAPING: The property is within the Gateway Corridor Overlay District – Sub Area Secondary Overlay and is subject to design review. Also, an existing permanent 30-foot wide landscape buffer easement lies along the northern edge of the Mayfair commercial area. This easement is depicted in the northwest corner of the property on the CUP Site Plan map.

A landscaping plan has been reviewed and approved by the Design Review Architect. A copy of this plan is included as an exhibit to the Conditional Use Permit.

IV. REVIEW COMMENTS:

1. As the subject property is within the Gateway Corridor District and is subject to the Architectural and Site Design Guidelines for the Mayfair Commons Development, any development on the property will need to go through the City's building and site design approval process. The revised development design documents have been reviewed by the City's Design Review Architect. He has confirmed that design still conforms to the Mayfair Commons Development Design Guidelines. The revised building design documentation has been included within the CUP as an exhibit.
2. The proposed changes to the housing unit type mix are as follows:

	<u>Approved</u>	<u>Proposed</u>
Senior Independent Living	25	0
Assisted Living	50	80
Memory Care	24	30
Total Units	99	110

3. Any future changes in the number and type of housing units within the facility will require review and approval by the City.

V. STAFF RECOMMENDATION –PUD SITE PLAN:

Staff recommends approval of the amended PUD Site Plan.

VI. PLANNING COMMISSION RECOMMENDATION – PUD SITE PLAN:

The Planning Commission held a public hearing on June 15, 2017 and unanimously voted to recommend approval of the amended PUD Site Plan, contingent on Papillion Fire Department approval of proposed changes to the fire lane and approval of building design prior to City Council review.

VII. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Staff recommends approval of the amended Conditional Use Permit.

VIII. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

The Planning Commission held a public hearing on June 15, 2017 and unanimously voted to recommend approval of the amended Conditional Use Permit, contingent on Papillion Fire Department approval of proposed changes to the fire lane and approval of building design prior to City Council review.

IX. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff review letter
3. PUD Site Plan
4. Conditional Use Permit with exhibits

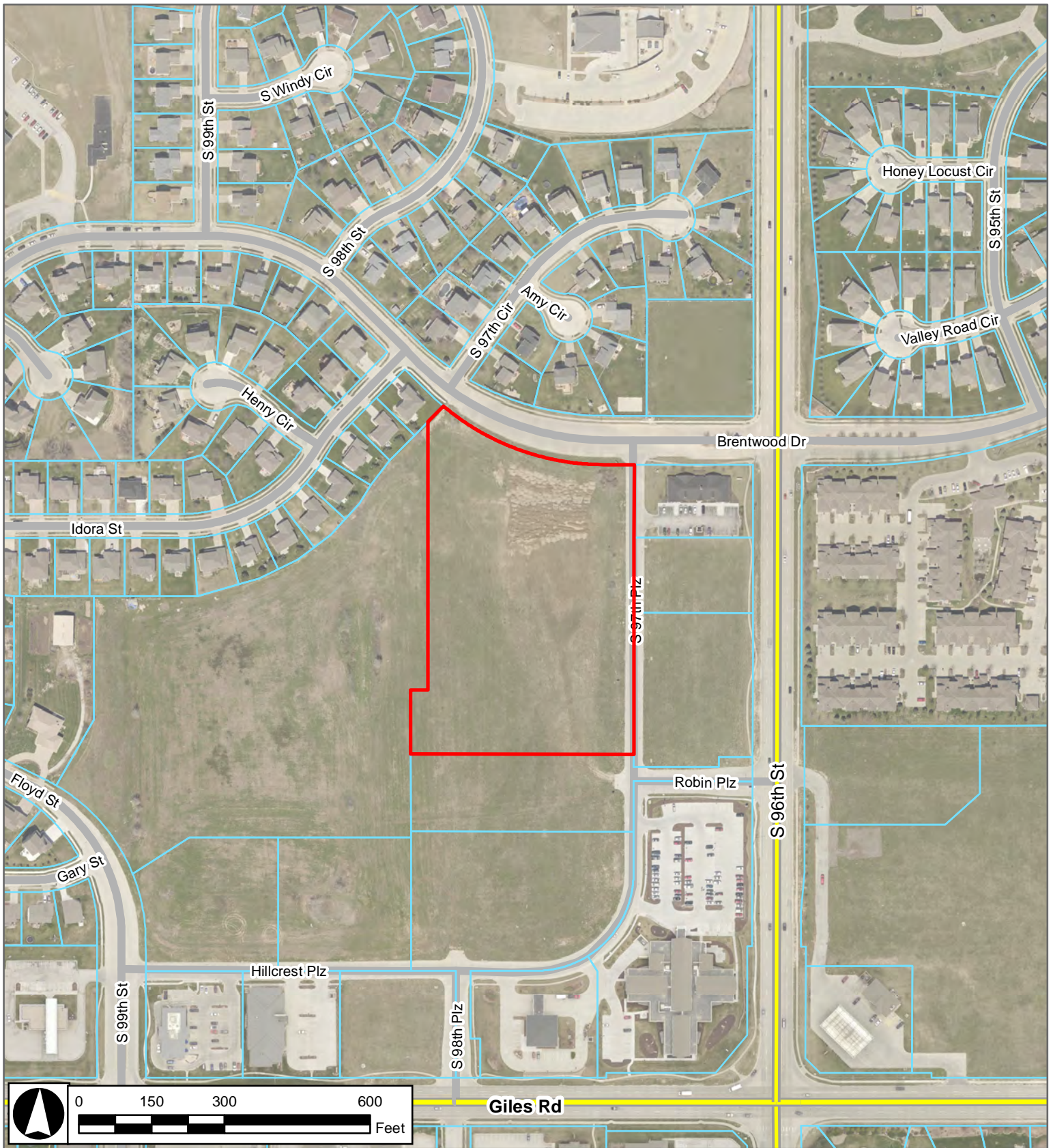
X. COPIES OF REPORT TO:

1. Nate Buss, Olsson Associates
2. Jacob Wolfgang, La Vista Senior Housing, LLC
3. Regina Belik
10018 Idora
La Vista, NE 68128
4. Public Upon Request

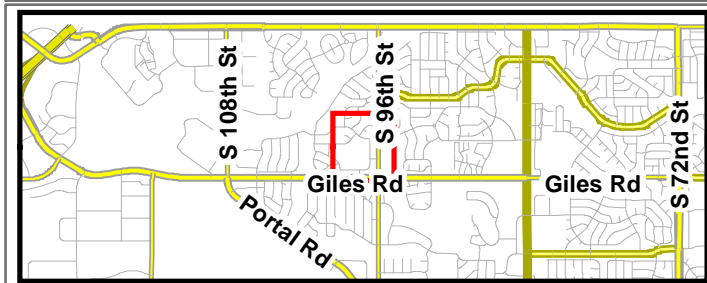
Prepared by

Community Development Director

Date



Project Vicinity Map



Lot 2 - Mayfair 2nd Addition Replat 5

6-8-2017
JMC



May 22, 2017



Nate Buss
Olsson Associates
601 P Street
Lincoln, NE 68508

RE: Amended Planned Unit Development and Conditional Use Permit – Initial Review
Nelson Development Senior Living
(Formerly Good Neighbor Senior Living)

Mr. Buss:

Thank you for your submittal of the Nelson Development Senior Living Facility – Continuing Care Facility PUD Site Plan and Conditional Use Permit (CUP) amend requests. Staff has reviewed the initial submittal and have provided the following initial comments:

PUD Site Plan Amendment

1. The General Provisions information section of the PUD site plan states that the property is currently zoned C-1. However, the current zoning for the property is R-3 PUD as stated in the Proposed Zoning line item.
2. In accordance with Article 5.15.04.01 the applicant needs to submit a schedule of construction. In particular, if there is to be phasing, that needs to be identified with time periods.
3. To address Article 5.15.04.04, the revised PUD site plan needs to be submitted to the Fire Marshall for review since the circulation geometry for fire lane access has been revised.
4. The revised plans now propose 110 units whereas there were 99 units proposed previously. However, the prior submittal had 25 units of independent living whereas there are no independent living units in the current proposal. The proposed parking count is 95 stalls versus the standard requirement of 116 stalls. Whereas the application form states a provision of 100 stalls. Based on the prior documentation, the City is agrees with the quantity of parking depicted on the PUD site plan with the provision that space is reserved at the southeast corner of the site to add parking if the need develops above what is projected.
5. Relative to Article 5.15.04.14, the access easement in favor of Lot 11A, Mayfair 2nd Addition in the northwest corner of the site needs to be shown on Sheet C1.0.
6. The proposed sidewalk along South 97th Plaza and Brentwood Drive needs to be labelled as 5 feet wide. It scales 5 feet wide, but needs to be labelled.

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

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

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

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

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

www.cityoflavista.org
info@cityoflavista.org

7. The PUD Landscaping Plan depicts a number of trees planted over an existing gas line along 97th Plaza and a proposed sanitary sewer line running through the parking lot. Please confirm that the proposed plantings will not affect the utilities in these areas. A detailed landscaping plan will need to be resubmitted with the revised design review materials to the City's Design Review Architect for review prior to Building Permit issuance.
8. Please revise item #1 of the PUD Landscaping Plan "Plant Notes" to read: "Final Landscape plan and design shall be reviewed and approved by the Planning Department prior to submittal for Building Permit.
9. The architectural plan set is currently under review by the City's Design Review Architect. Comments from the Architect will be forthcoming.
10. Please note that all possible changes to design review aspects during the building permit and construction phases need approval through the Planning Department.
11. To address Article 5.15.05.02(5), please illustrate the limits of the ingress/egress easement containing South 97th Plaza on Sheet C1.0.

Conditional Use Permit (CUP)

12. A number of similar issues noted in the PUD site plan set exist in the CUP site plan set. Please revise accordingly.
13. In regards to Article 6.05.02, the proposed use will not impair the "use or enjoyment of other property in the immediate vicinity" of the project if this proposed project does not result in any on-street parking on abutting streets. The Conditional Use Permit will continue to contain language prohibiting project related parking on South 97th Plaza and Brentwood Drive.
14. In regards to Article 6.05.03, I find no impact to the "orderly development of surrounding property" subject to illustrating the Access Easement over the northwest corner of the site in favor of abutting Lot 11A, Mayfair Second Addition, Replat 1 as contained in Instrument No. 2016-06622 of the Sarpy County Records.
15. In regards to Articles 6.05.05 and 6.05.10, concerning traffic congestion, the proposed use of 110 units for assisted and memory care senior living (previously 99 units) will have less traffic impact than the previous commercial zoning of the property. For that reason, the City does not find that a traffic impact study is necessary. As a result of a previous traffic signal study on the 96th Street corridor, the City has programmed and is proceeding with the design and construction of a traffic signal at the intersection of 96th Street and Brentwood Drive.
16. Please note that the City conducts an annual review of each Conditional Use Permit to ensure the site and the use is in conformance with the permit as approved.

A draft Conditional Use Permit (CUP) will be forwarded to you in the coming days for your review. It should be noted that this is just a draft of the CUP document, the City Attorney will review the draft prior to forwarding it on to City Council.

Please provide revisions prior to May 31st to remain under consideration for the June 15th Planning Commission meeting.

Should you have any questions please contact me at 402-593-6402 or csolberg@cityoflavista.org.

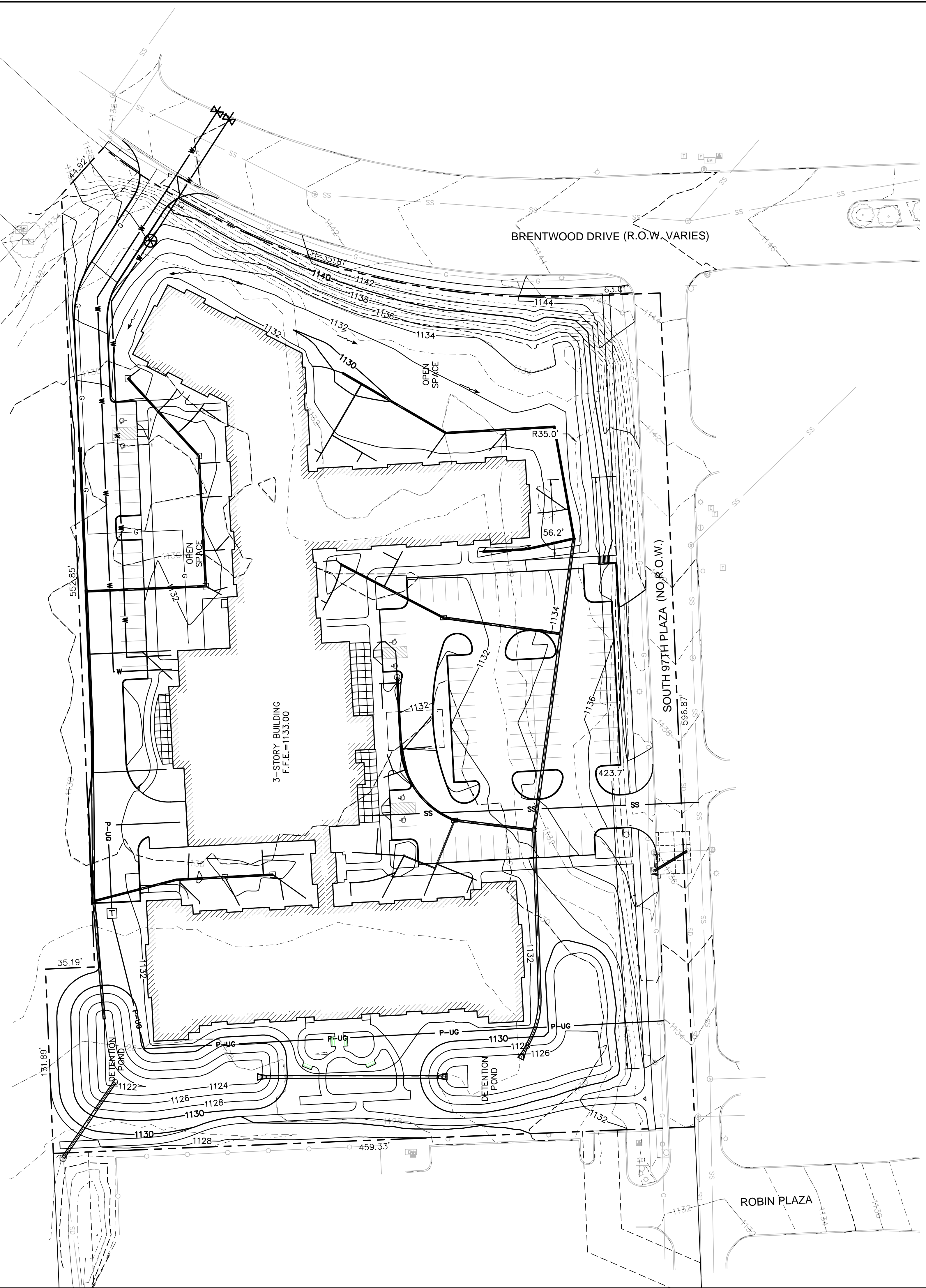
Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Solberg", with a long horizontal flourish extending to the right.

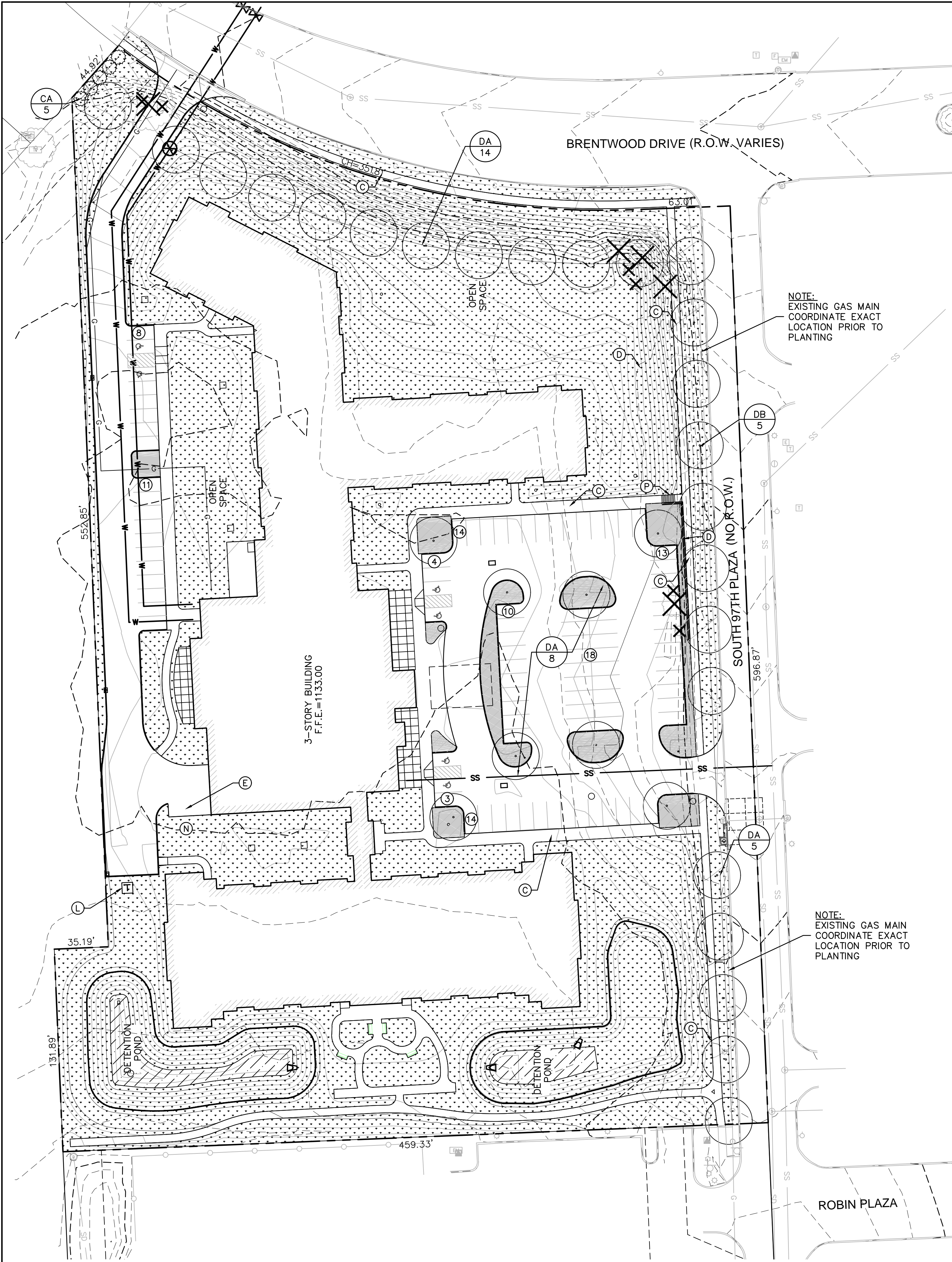
Christopher Solberg, AICP
City Planner

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

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XREFS: 50483_PTBK 50483_XBASE
TERRY_ROT USER: jfasnacht

[illegible]

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DATE: Jul 11, 2017 10:37am
USER: jferocost
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50483_PENDY
50483_PUTIL
50483_PLDSC



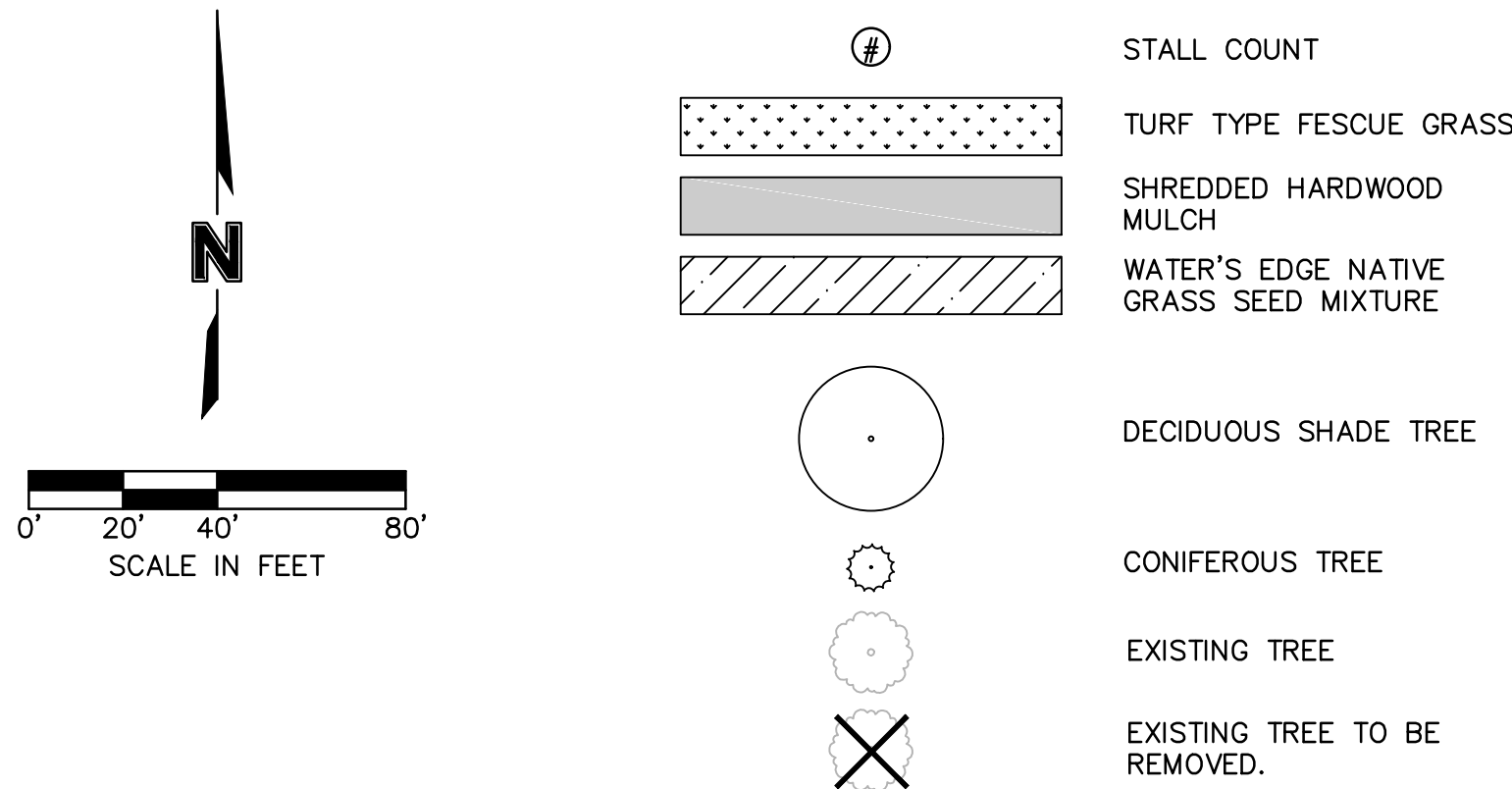
PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	PLANTING METHOD	SIZE @ PLANTING	SPACING	MATURE HEIGHT	MATURE SPREAD	REMARKS
DECIDUOUS TREES									
DA	27	GYMNOCLADUS DIOICA 'ESPRESSO-JFS'	ESPRESSO KENTUCKY COFFEE TREE	B&B	2.5 CALIPER	AS SHOWN	50'	35'	
DB	5	GLEDITSIA TRIACANTHOS VAR. INERMIS 'HALKA'	HALKA HONEYLOCUST	B&B	2.5 CALIPER	AS SHOWN	50'	35'	
CONIFEROUS TREES									
CA	5	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	VANDERWOLF'S LIMBER PINE	B&B	6' HT.	AS SHOWN	20'	10'	

LANDSCAPE REGULATIONS - CITY OF LA VISTA				
	ZONING CLASSIFICATION	R3 — PUD		
	LOT AREA	273,927 S.F. (6.29 AC.)		
		REQUIRED	PROVIDED	COMMENTS
1.	LANDSCAPE REQUIREMENTS (7.17.03)			
a.	7.17.03.02 Street Frontage	15'	49,14'	
b.	7.17.03.02(3) Street Frontage Trees	1 Tree / 40' of Street Frontage	11	Calculations: 422' / 40' = 11 Trees.
c.	7.17.03.03 Side Yard	10'	10'	
b.	7.17.03.03(2) Side Yard Screening	6' Minimum height	6'	6' High Landscape screen
d.	7.17.03.04 Rear Yard	10'	NA	Adjacent zoning – C-1
e.	7.17.03.06 Parking Interior Landscaping	10 sq ft/ Stall	5669 sq ft	Calculations: 81 stalls x 10 sq ft = 810 sq ft
	7.17.03.07 Perimeter Landscaping	1 Tree / 40' of Street Frontage	NA	Rezoning to R3–PUD
2.	SCREENING REQUIREMENTS (7.17.04)			
a.	7.17.04.01 Parking	3' Minimum height	NA	No abutting residential district or ROW
b.	7.17.04.02 Commercial or Industrial Use	6' Minimum height	NA	Rezoning to R3–PUD

*1 TREE PER 40 LINEAR FEET ALONG SOUTH 97TH STREET PER CITY REQUEST.

LEGEND



PLANT NOTES

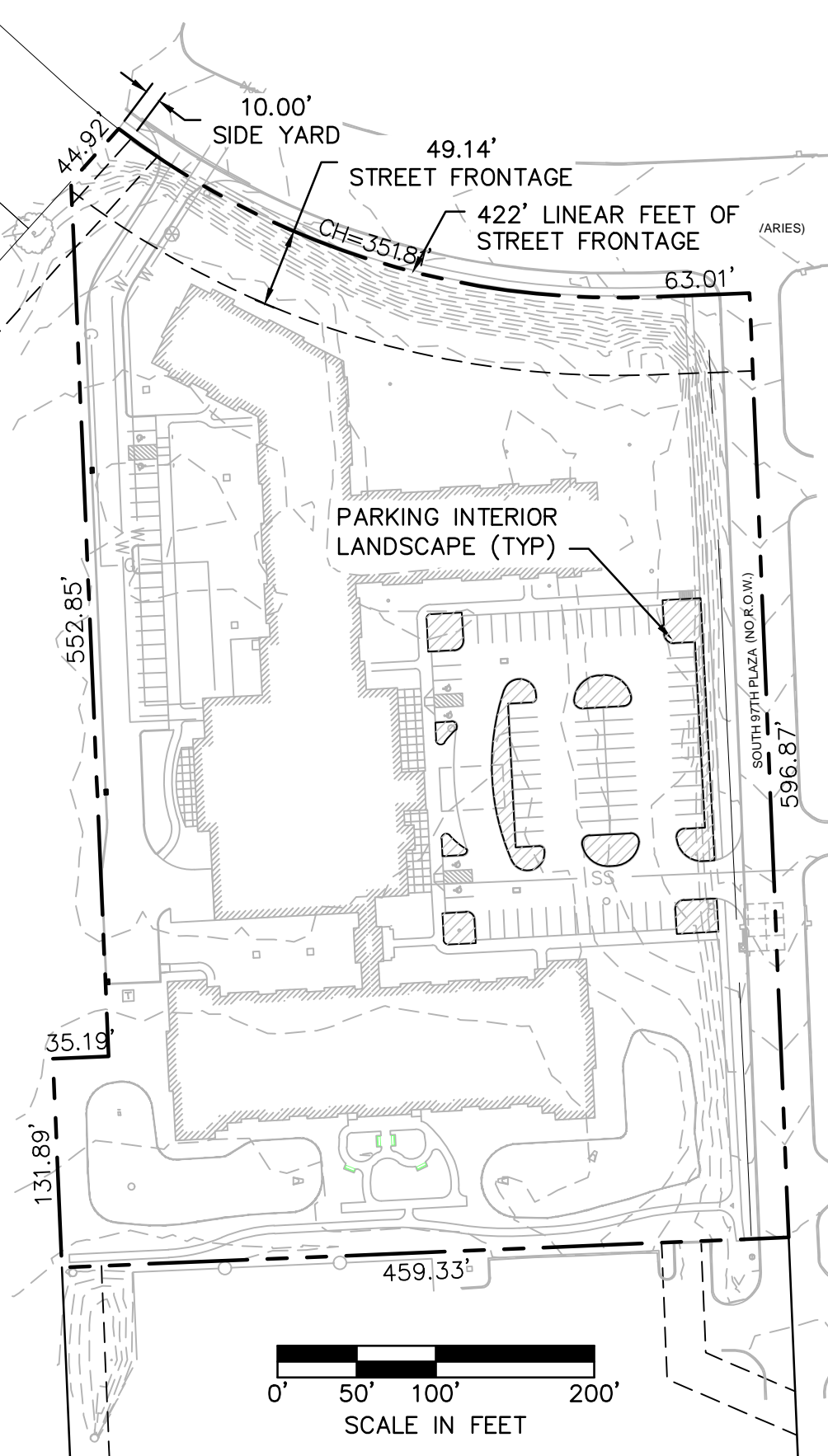
- UNITY OF THE DESIGN SHALL BE ACHIEVED BY REPETITION OF CERTAIN PLANT VARIETIES AND OTHER MATERIALS AND BY CORRELATION WITH ADJACENT DEVELOPMENTS AS LISTED IN APPENDIX A, AND NOTED BELOW:
 - A) A MINIMUM OF TWO SPECIES LISTED UNDER THE DECIDUOUS TREE CATEGORY
 - B) A MINIMUM OF ONE SPECIES LISTED UNDER THE CONIFEROUS TREE CATEGORY
 - C) A MINIMUM OF ONE SPECIES LISTED UNDER THE DECIDUOUS SHRUBS CATEGORY
 - D) A MINIMUM OF ONE SPECIES LISTED UNDER THE CONIFEROUS SHRUBS CATEGORYFINAL LANDSCAPE PLAN AND DESIGN SHALL BE REVIEWED AND APPROVED BY THE PLANNING DEPARTMENT PRIOR TO SUBMITTAL FOR BUILDING PERMIT..
- IRRIGATION OF ALL LANDSCAPE ELEMENTS AS DEFINED ABOVE AND TURF AREA IS REQUIRED.
- PRIOR TO ANY PLANTING OR BREAKING OF GROUND, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL/LOCATE ALL UTILITY LINES WITHIN THE VICINITY.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING EXCAVATION OPERATIONS TO NOT DISTURB EXISTING UTILITY LINES. DAMAGE TO ANY EXISTING UTILITY LINES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE
- ALL DAMAGE TO EXISTING SITE IMPROVEMENTS RESULTING FROM EXCAVATION, PLANTING, BACKFILLING, ETC. SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS INCLUDING CONSTRUCTION ACCESS OUTSIDE PROJECT LIMITS. SURFACES OTHER THAN THE PLANTING AREA SHALL BE RESTORED BY THE CONTRACTOR TO THE CONDITION EXISTING PRIOR TO THE PLANTING OPERATION.
- PLANT LIST IS PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST QUANTITIES, THE PLAN WILL TAKE PRECEDENCE. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL FINAL QUANTITIES PER DRAWINGS AND SPECIFICATIONS.
- ALL PLANT MATERIAL INSTALLED SHALL BE "NURSERY GROWN" MEETING THE FOLLOWING CRITERIA:
 - A) PLANT MATERIAL GROWN BY ESTABLISHED COMMERCIAL NURSERIES AND SOLD TO LICENSED AND CERTIFIED NURSERIES AND/OR LANDSCAPE ARCHITECTS.
 - B) GROWN AND SOLD ACCORDING TO AMERICAN STANDARD FOR NURSERY STOCK SPECIFICATION.
- THE LANDSCAPE ARCHITECT AND/OR OWNER RESERVES THE RIGHT TO INSPECT AND APPROVE ALL PLANT MATERIAL AT THE NURSERY/PLACE OF GROWTH, PRIOR TO INSTALLATION. PLANT MATERIAL WHICH HAS BECOME DAMAGED OR DISEASED OR WHICH IS UNACCEPTABLE TO THE LANDSCAPE ARCHITECT MAY BE REJECTED UPON DELIVERY TO THE SITE. WHEN TYPICAL, TREES WITHOUT A CENTRAL LEADER WILL NOT BE ACCEPTED.
- PLANTING OF TREES AND SHRUBS AREAS SHALL BE COMMENCED DURING THE SPRING (MARCH 15–JUNE 15) OR FALL (SEPTEMBER 1–OCTOBER 15) PLANTING SEASON. ANY PLANTING OPERATION NOT PERFORMED DURING THESE PERIODS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT AND ARE PERFORMED AT THE CONTRACTOR'S RISK.
- ALL PLANTING OPERATIONS AND LAYOUT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT. THE ACTUAL LOCATION OF PLANT MATERIALS MAY VARY DUE TO FIELD CONDITIONS. FINAL PLACEMENT OF PLANT MATERIAL SHALL BE APPROVED BEFORE PITS ARE DUG. IF INITIAL PLACEMENT IS NOT SATISFACTORY, PLANTS SHALL BE RELOCATED AT THE DIRECTION OF THE LANDSCAPE ARCHITECT OR THEIR REPRESENTATIVE, AT NO ADDITIONAL COST TO THE OWNER.
- ALL TREE/SHRUB PLANTING AREAS SHALL BE AMENDED WITH A LOCALLY PRODUCED

- COMPOST. A 3" LAYER SHALL BE PLACED OVER TOP OF SHRUB PLANTING AREA AND ROTOTILLED TO A DEPTH OF 9" BEFORE PLANTING. RAKE AREA SMOOTH.
- ALL TREES IN SAME PLANTING AREA SHALL BE PLACED AND PLANTED AT THE SAME TIME. IF ANY PLANTS REMAIN ON THE SITE FOR MORE THAN 8 HOURS, THAT PLANT MATERIAL SHALL BE HEELED–IN ON SITE TO MAINTAIN THE MATERIAL'S HEALTH AND VITALITY. PLANTS SHALL BE PROTECTED AND MAINTAINED, INCLUDING BUT NOT LIMITED TO WATER AND SHADE. WHILE ON–SITE, ANY PLANTS DEEMED NOT IN SATISFACTORY HEALTH OR CONDITION AT THE TIME OF PLANTING BY THE LANDSCAPE ARCHITECT OR THEIR REPRESENTATIVE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
 - ALL TREES, SHRUB MASS PLANTINGS, AND ANNUAL AND ORNAMENTAL PLANTING BEDS SHALL RECEIVE SHREDDED HARDWOOD MULCH TO A DEPTH OF 4" AS NOTED ON THE PLAN.
 - LIMITS OF SEEDING SHOWN IS BASED ON THE ESTIMATED GRADING LIMIT. CONTRACTOR SHALL BE RESPONSIBLE FOR SODDING/SEEDING ALL AREAS THAT ARE DISTURBED DURING THE CONSTRUCTION PROCESS.
 - ALL TURF AREAS ARE TO BE IRRIGATED VIA SPRAY IRRIGATION AND PLANTING AREAS TO BE IRRIGATED VIA DRIP IRRIGATION. IRRIGATION CONTRACTOR IS RESPONSIBLE TO DESIGN A SYSTEM THAT SUPPLIES EVEN COVERAGE WITH NO OVERSPRAY ON BUILDING OR PAVED AREAS. CONTRACTOR WILL PROVIDE AN AS–BUILT DRAWING OF THE SYSTEM TO THE OWNER.
 - CONTRACTOR TO SHALL BE RESPONSIBLE FOR WATERING ALL PLANT MATERIALS UNTIL THE TIME THE PERMANENT IRRIGATION SYSTEM IS FULLY FUNCTIONAL AND SUBSTANTIAL COMPLETION OF THE PROJECT HAS TAKEN PLACE. ANY MATERIAL WHICH DIES, OR DEFOLIATES (PRIOR TO ACCEPTANCE OF THE WORK) WILL BE PROMPTLY REMOVED AND REPLACED.
 - PRIOR TO GRANTING SUBSTANTIAL COMPLETION, THE OWNER AND/OR LANDSCAPE ARCHITECT SHALL COMPIL A FINAL PUNCHLIST OF UNSATISFACTORY OR INCOMPLETE ITEMS. CONTRACTOR SHALL BE NOTIFIED IN WRITING OF SUBSTANTIAL COMPLETION.
 - THE CONTRACTOR WILL COMPLETELY GUARANTEE ALL WORK FOR THE PERIOD SPECIFIED BY THE WARRANTY CHART BELOW.

WARRANTY CHART		
SUBSTANTIAL COMPLETION DATE	DURATION	WARRANTY EXPIRATION
DECEMBER	19 MONTHS	JULY
JANUARY	18 MONTHS	JULY
FEBRUARY	17 MONTHS	JULY
MARCH	16 MONTHS	JULY
APRIL	15 MONTHS	JULY
MAY	14 MONTHS	JULY
JUNE	13 MONTHS	JULY
JULY	12 MONTHS	JULY
AUGUST	12 MONTHS	AUGUST
SEPTEMBER	12 MONTHS	SEPTEMBER
OCTOBER	12 MONTHS	OCTOBER
NOVEMBER	12 MONTHS	NOVEMBER

SITE KEY NOTES

(C)	SIDEWALK
(D)	RETAINING WALL WITH FENCE
(E)	DUMPSTER ENCLOSURE WITH SCREENING
(L)	ELECTRICAL TRANSFORMER
(N)	UTILITY PAD AREA WITH 8' HIGH WOOD FENCE



LANDSCAPE TABULATIONS

PLANNED UNIT DEVELOPMENT LANDSCAPE PLAN

NELSON DEVELOPMENT SENIOR LIVING

LA VISTA, NE

REV.	NO.	DATE	REVISIONS DESCRIPTION

drawn by: MJH
checked by: DNF
approved by: QA/QC by: 015-0483
project no.: 015-0483
drawing no.:
date: 5/1/17

SHEET C3.0

2015

REVISIONS

TEL 402.341.1116
FAX 402.341.5895
www.olssonassociates.com

2111 South 67th Street, Suite 200
Omaha, NE 68106

[illegible]

City of La Vista Conditional Use Permit

Conditional Use Permit for Continuing Care Retirement Community, Lot 2 Mayfair 2nd Addition Replat Five

This Conditional Use Permit issued this 18th day of July, 2017, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, ~~Nelson Construction and Development~~La Vista Senior Housing, LLC ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a continuing care retirement community to be known as Good Neighbor Senior Living upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 2 of Mayfair 2nd Addition Replat Five, a subdivision as surveyed, platted and recorded in the City of La Vista, Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing and operating a continuing care retirement community for seniors 55 years of age or older meant for independent living, assisted living, and memory care; 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 "C1.0" hereto for a continuing care retirement community for seniors 55 years of age or older, 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 proposed Use:
 - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives has been provided to the City and is attached to the permit as Exhibit "C1.0".
 - b. The premises shall be developed and maintained in accordance with the site plan (Exhibit "C1.0") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the ~~Chief Building Official~~City Planner for approval.
 - c. This continuing care facility is intended for senior ~~independent living~~, assisted living, and memory care. Facilities shall consist of 30 units of memory care and 80 units of assisted living units. Facilities shall be exclusively operated for, marketed and leased to, and occupied by persons age 55 and older, or as otherwise required to provide reasonable accommodations to disabled residents

under applicable laws, rules or regulations. To carry out this requirement, Owner shall:

- (i) From time to time during this permit, adopt, publish and adhere to written rules, policies and procedures to implement and carry out said requirement in accordance with 24 CFR Section 100.306, as adopted, amended or superseded from time to time, subject to review and approval of the City Administrator, which approval shall not be withheld or refused so long as the rules, policies and procedures satisfy the requirements of “c” above and 24 CFR Section 100.306; and
 - (ii) Take all other actions during this permit as may be required from time to time under the Federal Fair Housing Act, Housing for Older Persons Act of 1995, Nebraska Fair Housing Act, or any other applicable laws, rules or regulations, as adopted, amended or superseded from time to time, to carry out this subparagraph “c” in accordance with all applicable requirements, and specifically to qualify and continue the qualification of the facility as senior housing exempt from any applicable familial status protections.
- d. All parking for residents, staff, and visitors is to remain on-site; no on-street parking is allowed on Brentwood Drive or South 97th Plaza. The site plan provides for reduced parking on the site, subject to periodic review to the satisfaction of the City Engineer that on-site parking capacity is sufficient. If the City Engineer determines that on-site parking capacity is insufficient, the Owner agrees to construct additional parking on the site as directed by the City Engineer, provided that the total parking required on-site shall not exceed applicable parking requirements set forth in the La Vista Zoning Ordinance.
- e. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility, except trash receptacles and those approved in writing by the City.
- f. There shall not be any outside storage of materials. 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 and screened accordingly.
- g. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the landscaping plan (Exhibit “C3.0”).
- 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 construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit. This shall not apply to storm water detention or retention tanks, as required by the City Engineer, to comply with storm water management regulations.
 - d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
5. If the permitted use is not commenced within one (1) year from , this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
6. 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.
7. 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: La Vista Senior Housing, LLC ~~Nelson Construction and Development~~

| Jacob Wolfgang Ryan Young

218 6th Ave., STE. 200

Des Moines, IA 50309

(515) 457-9000

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, CMC
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, ~~2015~~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.

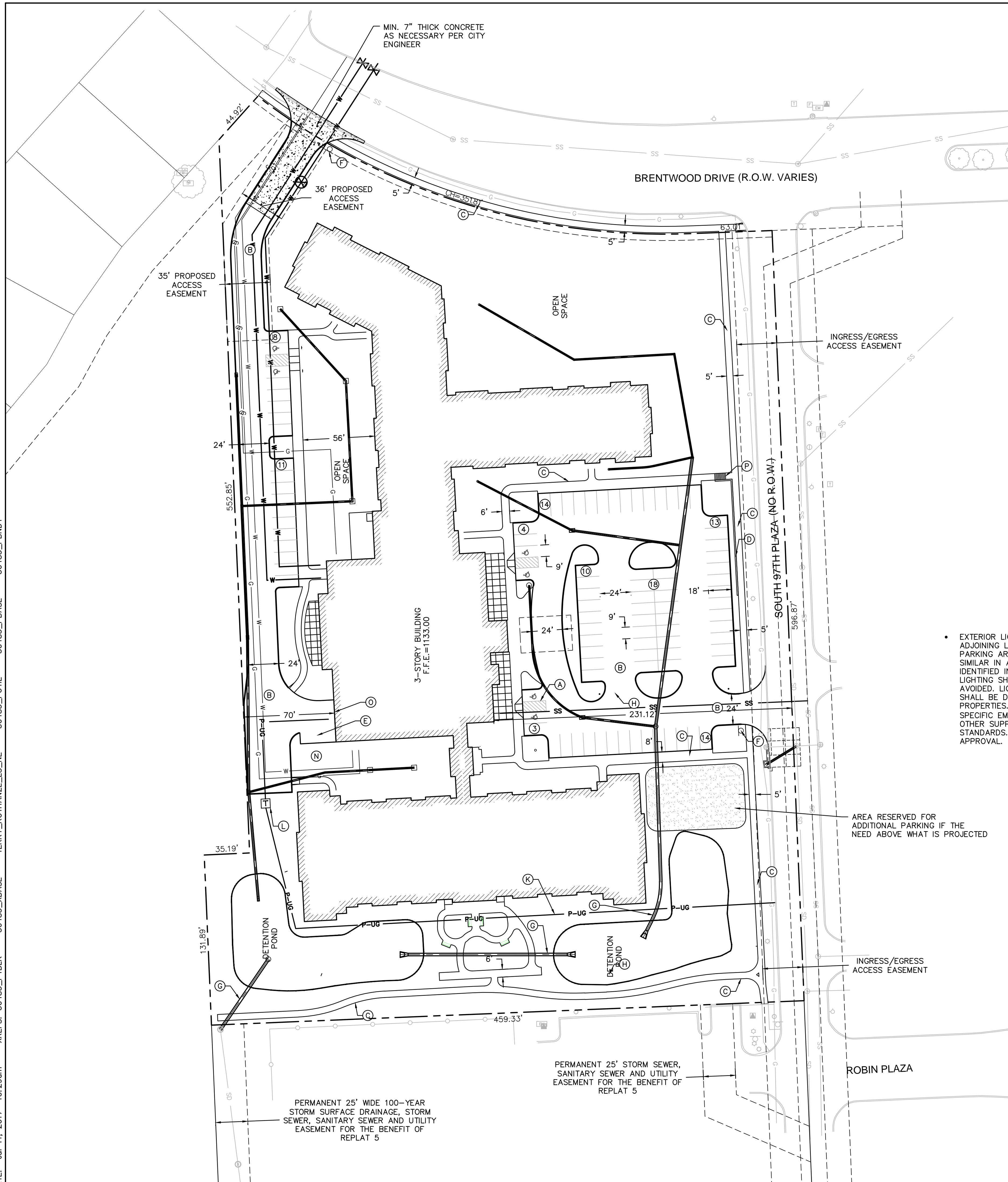
Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, ~~2015~~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 ~~Nelson Construction and Development~~La Vista Senior Housing, LLC, 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



VICINITY MAP
1"=500'

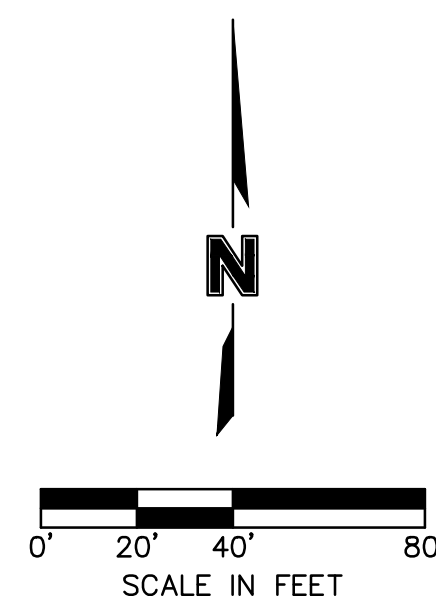
PARKING LOT LIGHTING NOTE:

- EXTERIOR LIGHTING SHALL ENHANCE THE BUILDING DESIGN AND THE ADJOINING LANDSCAPE. LIGHTING STANDARDS AND FIXTURES FOR THE PARKING AREAS AND DRIVES WITHIN THE BUILDING AREA SHALL BE SIMILAR IN APPEARANCE AND QUALITY LEVEL AS THE LIGHT FIXTURES IDENTIFIED IN APPENDIX B, AS WELL AS THE SURROUNDING PROPERTIES. LIGHTING SHALL BE RESTRAINED IN DESIGN AND EXCESSIVE BRIGHTNESS AVOIDED. LIGHTING WITH VISIBLE LAMPS ARE NOT PERMITTED. LIGHTING SHALL BE DARK SKY COMPLIANT, AND LIMIT WAY ONTO ADJUTING PROPERTIES. EXCEPTIONS TO DARK SKY COMPLIANCE MAY BE MADE FOR SPECIFIC EMERGENCY LIGHTING SITUATIONS, FIXTURE, POLES AND/OR OTHER SUPPORT CUT SHEETS SHALL COMPLY WITH THE ABOVE STATED STANDARDS. FINAL SELECTION IS SUBJECT TO CITY OF LA VISTA APPROVAL.

- AREA RESERVED FOR
ADDITIONAL PARKING IF THE
NEED ABOVE WHAT IS PROJECTED

INGRESS/EGRESS
ACCESS EASEMENT

ROBIN PLAZA



SITE KEY NOTES

(A)	ACCESSIBLE PARKING AREA
(B)	CONCRETE PAVEMENT
(C)	SIDEWALK
(D)	RETAINING WALL WITH FENCE. MATERIALS TO BE SUBMITTED BY ARCHITECT. REFERENCE PRELIMINARY GRADING PLAN FOR HEIGHT AND DIMENSIONS.
(E)	DUMPSTER ENCLOSURE WITH SCREENING. MATERIALS TO BE SUBMITTED BY ARCHITECT.
(F)	STOP SIGN
(G)	STORM SEWER
(H)	SANITARY SEWER
(I)	WATER SERVICE LINE
(J)	GAS SERVICE LINE
(K)	UNDERGROUND POWER LINE
(L)	ELECTRICAL TRANSFORMER
(M)	COMMUNICATIONS SERVICE LINE
(N)	UTILITY PAD AREA WITH 8' HIGH WOOD FENCE.
(O)	DELIVERY ENTRANCE
(P)	STAIRS
(Q)	ADA ACCESSIBLE RAMP WITH RAILINGS

GENERAL PROVISIONS

ADDRESS	TBD
LEGAL DESC.	LOT 2, MAYFAIR 2ND ADDITION REPLAT 5
EXISTING ZONING	R-3/PUD
PROPOSED ZONING	R-3/PUD
LOT AREA	273,927 S.F. (6.29 AC.)
BUILDING AREA	67,008 S.F.
GROSS FLOOR AREA	115,383 S.F.
BUILDING HEIGHT	44'-0"
BUILDING USE	SENIOR CARE
BUILDING COVERAGE	24.5%
DENSITY	17.49 UNITS/AC.
OPEN SPACE AREA	133,724 (3.07 AC.)
OPEN SPACE COVERAGE	48.8%

BUILDING SETBACK / LANDSCAPE BUFFER

FRONT YARD	30' / 15'
REAR YARD	30' / 0'
SIDE YARD	10' / VARIES (0'-10')

REQUIRED PARKING

ASSISTED LIVING:	80 STALLS (1 PER UNIT)
MEMORY CARE:	11 STALLS (1 PER 3 BEDS)
EMPLOYEE:	25 STALLS (1 PER EMPLOYEE ON SHIFT)
TOTAL:	116 STALLS (5 ACCESSIBLE)

REQUIRED PARKING PER USE PERMIT

ASSISTED LIVING:	31 STALLS (1 PER 3 BEDS)
MEMORY CARE:	8 STALLS (1 PER 4 BEDS)
EMPLOYEE:	25 STALLS (1 PER EMPLOYEE ON SHIFT)
TOTAL:	64 STALLS (3 ACCESSIBLE)

PROVIDED	95 STALLS (6 ACCESSIBLE)
----------	--------------------------

ADJACENT LAND USE

NORTH	SINGLE FAMILY RESIDENTIAL
EAST	COMMERCIAL
SOUTH	COMMERCIAL
WEST	COMMERCIAL (VACANT)

PARKING LEGEND

- ⑧ STALL COUNT

WOLSSON[®]
ASSOCIATES

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Omaha, NE 68106
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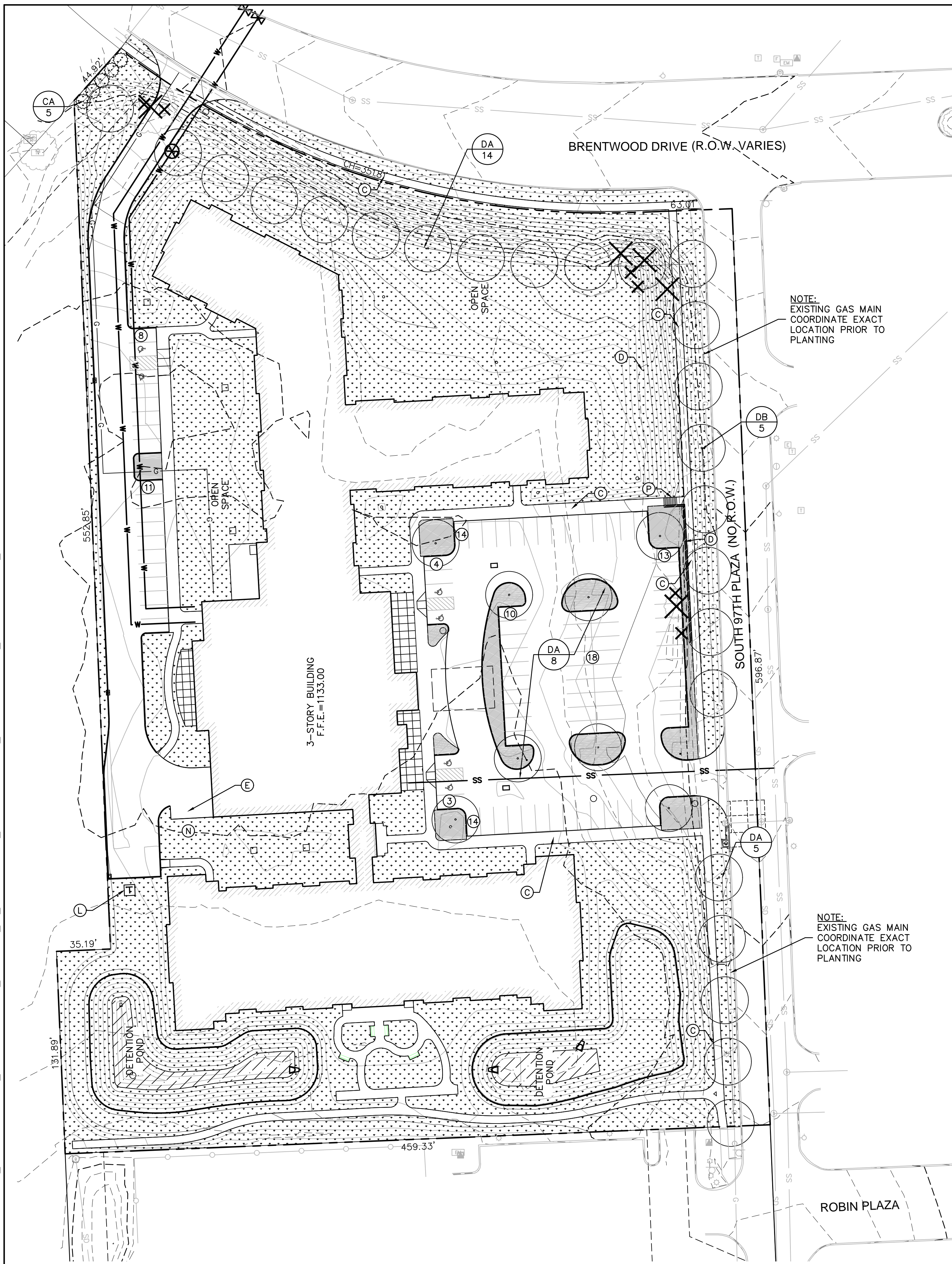
CONDITIONAL USE PERMIT
PRELIMINARY SITE PLAN

2015

LA VISTA, NE

drawn by: _____
checked by: _____
approved by: _____
QA/QC by: _____
project no.: _____ 015-0483
drawing no.: _____
date: _____ 5/1/17

SHEET
C1.0



PLANT SCHEDULE



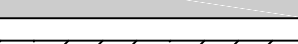

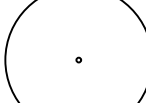



KEY	QTY.	BOTANICAL NAME	COMMON NAME	PLANTING METHOD	SIZE @ PLANTING	SPACING	MATURE HEIGHT	MATURE SPREAD	REMARKS
DECIDUOUS TREES									
DA	27	GYMNOCLADUS DIOICA 'ESPRESSO-JFS'	ESPRESSO KENTUCKY COFFEE TREE	B&B	2.5 CALIPER	AS SHOWN	50'	35'	
DB	5	GLEDITSIA TRIACANTHOS VAR. 'INERMIS' 'HALKA'	HALKA HONEYLOCUST	B&B	2.5 CALIPER	AS SHOWN	50'	35'	
CONIFEROUS TREES									
CA	5	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	VANDERWOLF'S LIMBER PINE	B&B	6' HT.	AS SHOWN	20'	10'	

LANDSCAPE REGULATIONS - CITY OF LA VISTA

	ZONING CLASSIFICATION	R3 — PUD		
	LOT AREA	273,927 S.F. (6.29 AC.)		
		REQUIRED	PROVIDED	COMMENTS
1.	LANDSCAPE REQUIREMENTS (7.17.03)			
a.	7.17.03.02 Street Frontage	15'	49,14'	
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d.	7.17.03.04 Rear Yard	10'	NA	Adjacent zoning — C-1
e.	7.17.03.06 Parking Interior Landscaping	10 sq ft/ Stall	5669 sq ft	Calculations: $81 \text{ stalls} \times 10 \text{ sq ft} = 810 \text{ sq ft}$
	7.17.03.07 Perimeter Landscaping	1 Tree / 40' of Street Frontage	NA	Rezoning to R3—PUD
2.	SCREENING REQUIREMENTS (7.17.04)			
a.	7.17.04.01 Parking	3' Minimum height	NA	No abutting residential district or ROW
b.	7.17.04.02 Commercial or Industrial Use	6' Minimum height	NA	Rezoning to R3—PUD

*1 TREE PER 40 LINEAR FEET ALONG SOUTH 97TH STREET PER CITY REQUEST.

LEGEND

	STALL COUNT
	TURF TYPE FESCUE GRASS
	SHREDDED HARDWOOD MULCH
	WATER'S EDGE NATIVE GRASS SEED MIXTURE
	DECIDUOUS SHADE TREE
	CONIFEROUS TREE
	EXISTING TREE
	EXISTING TREE TO BE REMOVED.

PLANT NOTES

3. THE UNITY OF THE DESIGN SHALL BE ACHIEVED BY REPETITION OF CERTAIN PLANT VARIETIES AND OTHER MATERIALS AND BY CORRELATION WITH ADJACENT DEVELOPMENTS AS LISTED IN APPENDIX A, AND NOTED BELOW:
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 - C) A MINIMUM OF ONE SPECIES LISTED UNDER THE DECIDUOUS SHRUBS CATEGORY
 - D) A MINIMUM OF ONE SPECIES LISTED UNDER THE CONIFEROUS SHRUBS CATEGORY
4. FINAL LANDSCAPE PLAN AND DESIGN SHALL BE REVIEWED AND APPROVED BY THE PLANNING DEPARTMENT PRIOR TO SUBMITTAL FOR BUILDING PERMIT.
5. IRRIGATION OF ALL LANDSCAPE ELEMENTS AS DEFINED ABOVE AND TURF AREA IS REQUIRED.
6. PRIOR TO ANY PLANTING OR BREAKING OF GROUND, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL/LOCATE ALL UTILITY LINES WITHIN THE VICINITY.
7. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING EXCAVATION OPERATIONS TO NOT DISTURB EXISTING UTILITY LINES. DAMAGE TO ANY EXISTING UTILITY LINES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE
8. ALL DAMAGE TO EXISTING SITE IMPROVEMENTS RESULTING FROM EXCAVATION, PLANTING, BACKFILLING, ETC. SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS INCLUDING CONSTRUCTION ACCESS OUTSIDE PROJECT LIMITS. SURFACES OTHER THAN THE PLANTING AREA SHALL BE RESTORED BY THE CONTRACTOR TO THE CONDITION EXISTING PRIOR TO THE PLANTING OPERATION.
9. PLANT LIST IS PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST QUANTITIES, THE PLAN WILL TAKE PRECEDENCE. LANDSCAPE ARCHITECT IS RESPONSIBLE FOR ALL FINAL QUANTITIES PER DRAWINGS AND SPECIFICATIONS.
10. ALL PLANT MATERIAL INSTALLED SHALL BE "NURSERY GROWN" MEETING THE FOLLOWING CRITERIA:
 - A) PLANT MATERIAL GROWN BY ESTABLISHED COMMERCIAL NURSERIES AND SOLD TO LICENSED AND CERTIFIED NURSERIES AND/OR LANDSCAPE ARCHITECTS.
 - B) GROWN AND SOLD ACCORDING TO AMERICAN STANDARD FOR NURSERY STOCK SPECIFICATION.
11. THE LANDSCAPE ARCHITECT AND/OR OWNER RESERVES THE RIGHT TO INSPECT AND APPROVE ALL PLANT MATERIAL AT THE NURSERY/PLACE OF GROWTH, PRIOR TO INSTALLATION. PLANT MATERIAL WHICH HAS BECOME DAMAGED OR DISEASED OR WHICH IS UNACCEPTABLE TO THE LANDSCAPE ARCHITECT MAY BE REJECTED UPON DELIVERY TO THE SITE. WHEN TYPICAL, TREES WITHOUT A CENTRAL LEADER WILL NOT BE ACCEPTED.
12. PLANTING OF TREES AND SHRUBS AREAS SHALL BE COMMENCED DURING THE SPRING (MARCH 15-JUNE 15) OR FALL (SEPTEMBER 1-OCTOBER 15) PLANTING SEASON. ANY PLANTING OPERATION NOT PERFORMED DURING THESE PERIODS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT AND ARE PERFORMED AT THE CONTRACTOR'S RISK.
13. ALL PLANTING OPERATIONS AND LAYOUT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT. THE ACTUAL LOCATION OF PLANT MATERIALS MAY VARY DUE TO FIELD CONDITIONS. FINAL PLACEMENT OF PLANT MATERIAL SHALL BE APPROVED BEFORE PITS ARE DUG. IF INITIAL PLACEMENT IS NOT SATISFACTORY, PLANTS SHALL BE RELOCATED AT THE DIRECTION OF THE LANDSCAPE ARCHITECT OR THEIR REPRESENTATIVE, AT NO ADDITIONAL COST TO THE OWNER.
14. ALL TREE/SHRUB PLANTING AREAS SHALL BE AMENDED WITH A LOCALLY PRODUCED

COMPOST. A 3" LAYER SHALL BE PLACED OVER TOP OF SHRUB PLANTING AREA AND ROTOTILLED TO A DEPTH OF 9" BEFORE PLANTING. RAKE AREA SMOOTH.

ALL TREES IN SAME PLANTING AREA SHALL BE PLACED AND PLANTED AT THE SAME TIME. IF ANY PLANTS REMAIN ON THE SITE FOR MORE THAN 8 HOURS, THAT PLANT MATERIAL SHALL BE HELED-IN ON SITE TO MAINTAIN THE MATERIAL'S HEALTH AND VITALITY. PLANTS SHALL BE PROTECTED AND MAINTAINED, INCLUDING BUT NOT LIMITED TO WATER AND SHADE. WHILE ON-SITE, ANY PLANTS DEEMED NOT IN SATISFACTORY HEALTH OR CONDITION AT THE TIME OF PLANTING BY THE LANDSCAPE ARCHITECT OR THEIR REPRESENTATIVE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

ALL TREES, SHRUB MASS PLANTINGS, AND ANNUAL AND ORNAMENTAL PLANTING BEDS SHALL RECEIVE SHREDDED HARDWOOD MULCH TO A DEPTH OF 4" AS NOTED ON THE PLAN.

LIMITS OF SEEDING SHOWN IS BASED ON THE ESTIMATED GRADING LIMIT. CONTRACTOR SHALL BE RESPONSIBLE FOR SODDING/SEEDING ALL AREAS THAT ARE DISTURBED DURING THE CONSTRUCTION PROCESS.

ALL TURF AREAS ARE TO BE IRRIGATED VIA SPRAY IRRIGATION AND PLANTING AREAS TO BE IRRIGATED VIA DRIP IRRIGATION. IRRIGATION CONTRACTOR IS RESPONSIBLE TO DESIGN A SYSTEM THAT SUPPLIES EVEN COVERAGE WITH NO OVERSPRAY ON BUILDING OR PAVED AREAS. CONTRACTOR WILL PROVIDE AN AS-BUILT DRAWING OF THE SYSTEM TO THE OWNER.

CONTRACTOR TO SHALL BE RESPONSIBLE FOR WATERING ALL PLANT MATERIALS UNTIL THE TIME THE PERMANENT IRRIGATION SYSTEM IS FULLY FUNCTIONAL AND SUBSTANTIAL COMPLETION OF THE PROJECT HAS TAKEN PLACE. ANY MATERIAL WHICH DIES, OR DEFOLIATES (PRIOR TO ACCEPTANCE OF THE WORK) WILL BE PROMPTLY REMOVED AND REPLACED.

PRIOR TO GRANTING SUBSTANTIAL COMPLETION, THE OWNER AND/OR LANDSCAPE ARCHITECT SHALL COMPILE A FINAL PUNCHLIST OF UNSATISFACTORY OR INCOMPLETE ITEMS. CONTRACTOR SHALL BE NOTIFIED IN WRITING OF SUBSTANTIAL COMPLETION.

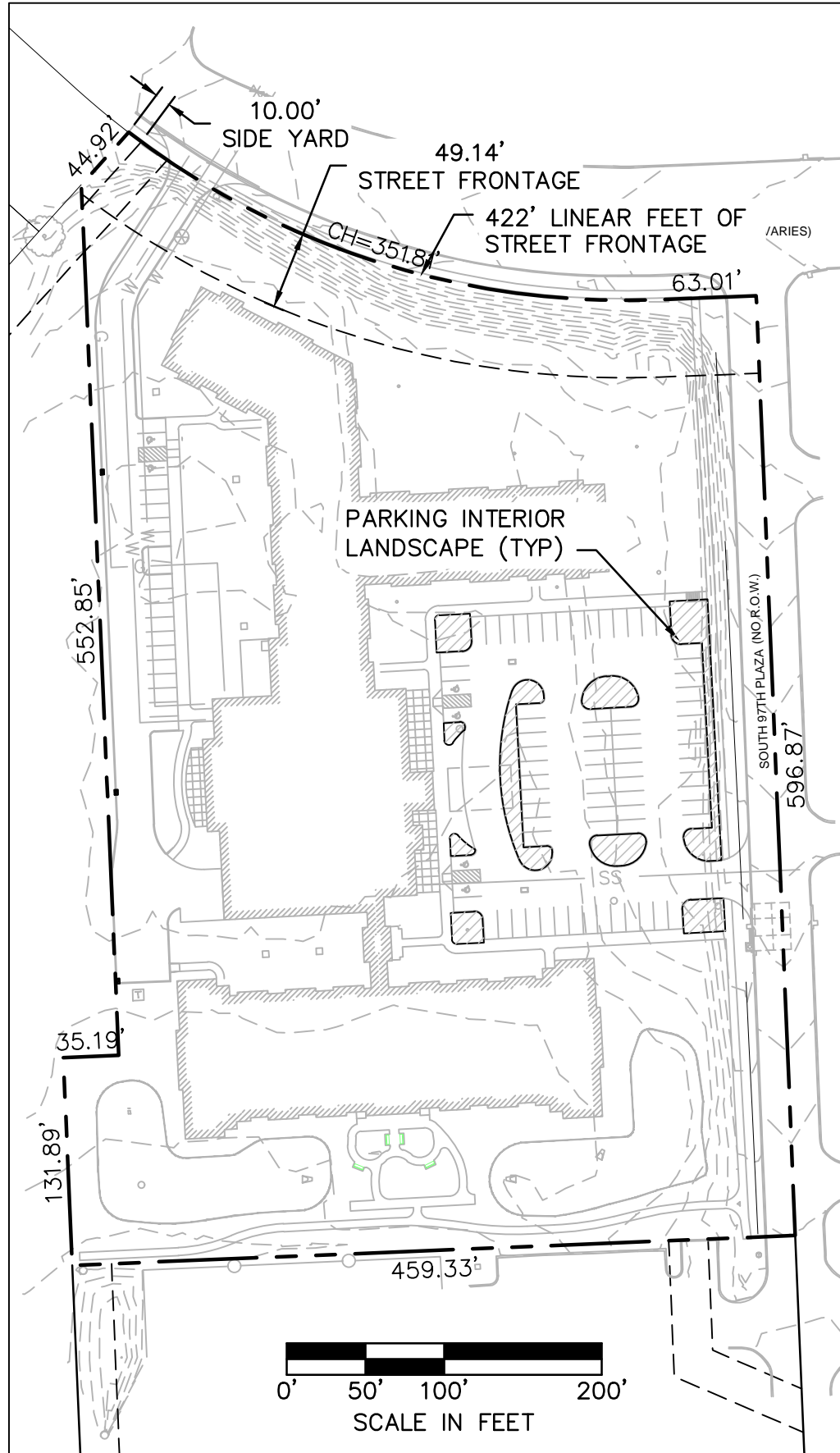
THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL WORK FOR THE PERIOD SPECIFIED BY THE WARRANTY CHART BELOW.

WARRANTY CHART

SUBSTANTIAL COMPLETION DATE	DURATION	WARRANTY EXPIRATION
DECEMBER	19 MONTHS	JULY
JANUARY	18 MONTHS	JULY
FEBRUARY	17 MONTHS	JULY
MARCH	16 MONTHS	JULY
APRIL	15 MONTHS	JULY
MAY	14 MONTHS	JULY
JUNE	13 MONTHS	JULY
JULY	12 MONTHS	JULY
AUGUST	12 MONTHS	AUGUST
SEPTEMBER	12 MONTHS	SEPTEMBER
OCTOBER	12 MONTHS	OCTOBER
NOVEMBER	12 MONTHS	NOVEMBER

SITE KEY NOTES

(C)	SIDEWALK
(D)	RETAINING WALL WITH FENCE
(E)	DUMPSTER ENCLOSURE WITH SCREENING
(L)	ELECTRICAL TRANSFORMER
(N)	UTILITY PAD AREA WITH 8' HIGH WOOD FENCE



LANDSCAPE TABULATIONS

[illegible]



Unit Mix
 (30) MC Units
 (80) AL Units

FIRST FLOOR
 66,783 SF



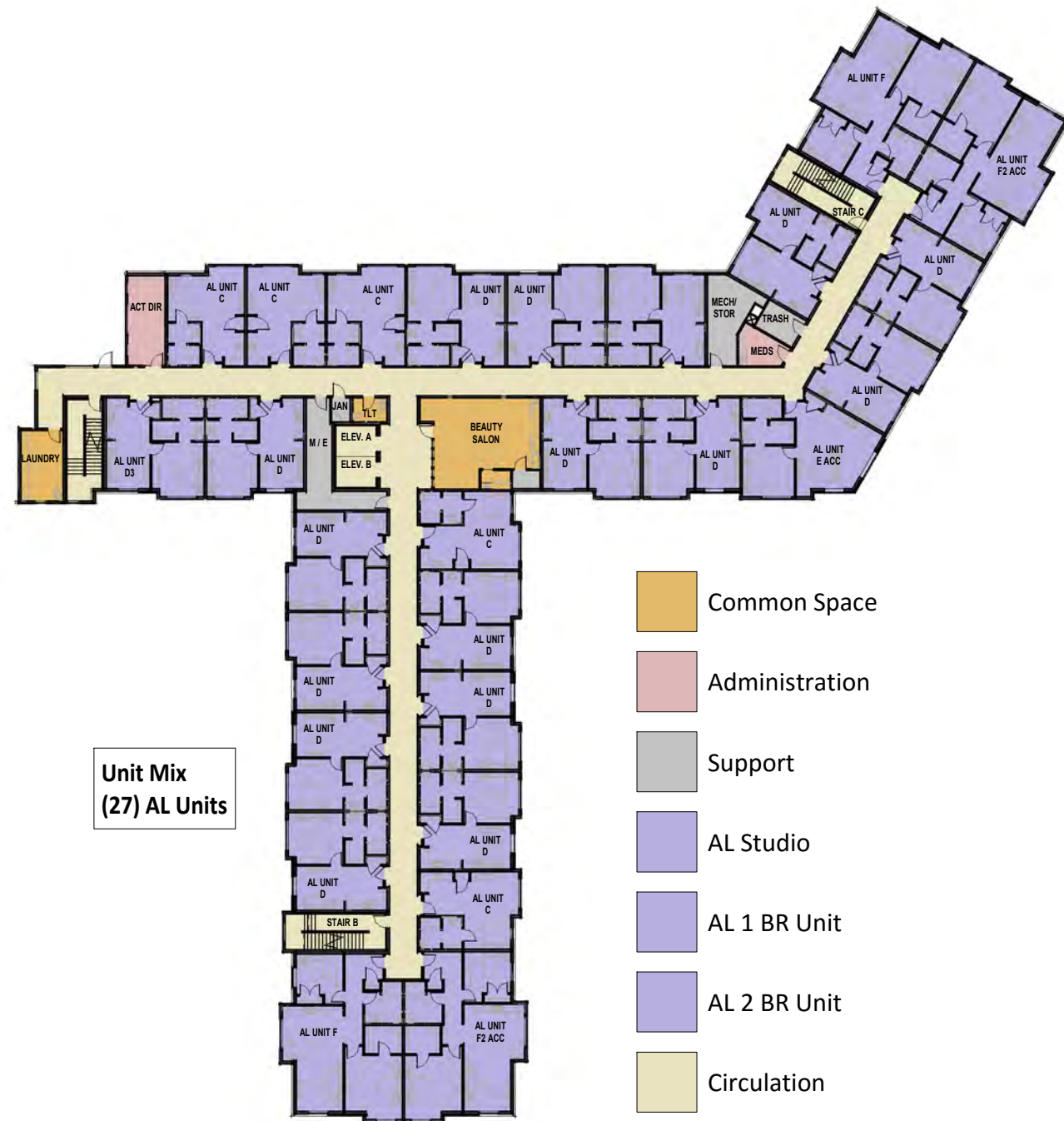
Nelson Development Senior Housing

96TH STREET AND GILES ROAD, LA VISTA, NE

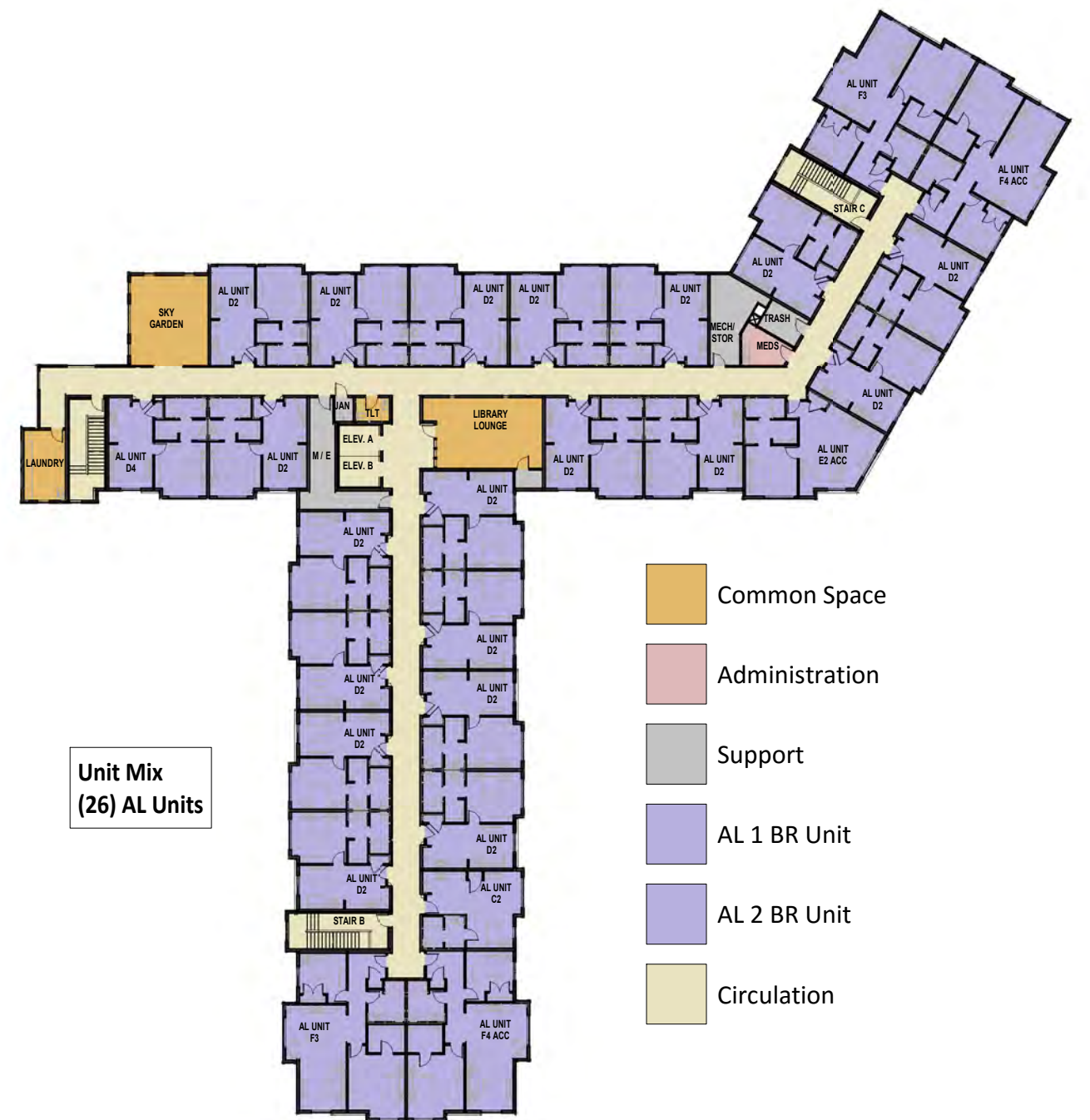
4/27/17 | COMM#58475-15039



NELSON
 CONSTRUCTION & DEVELOPMENT



SECOND FLOOR
24,395 GSF



THIRD FLOOR
24,395 GSF

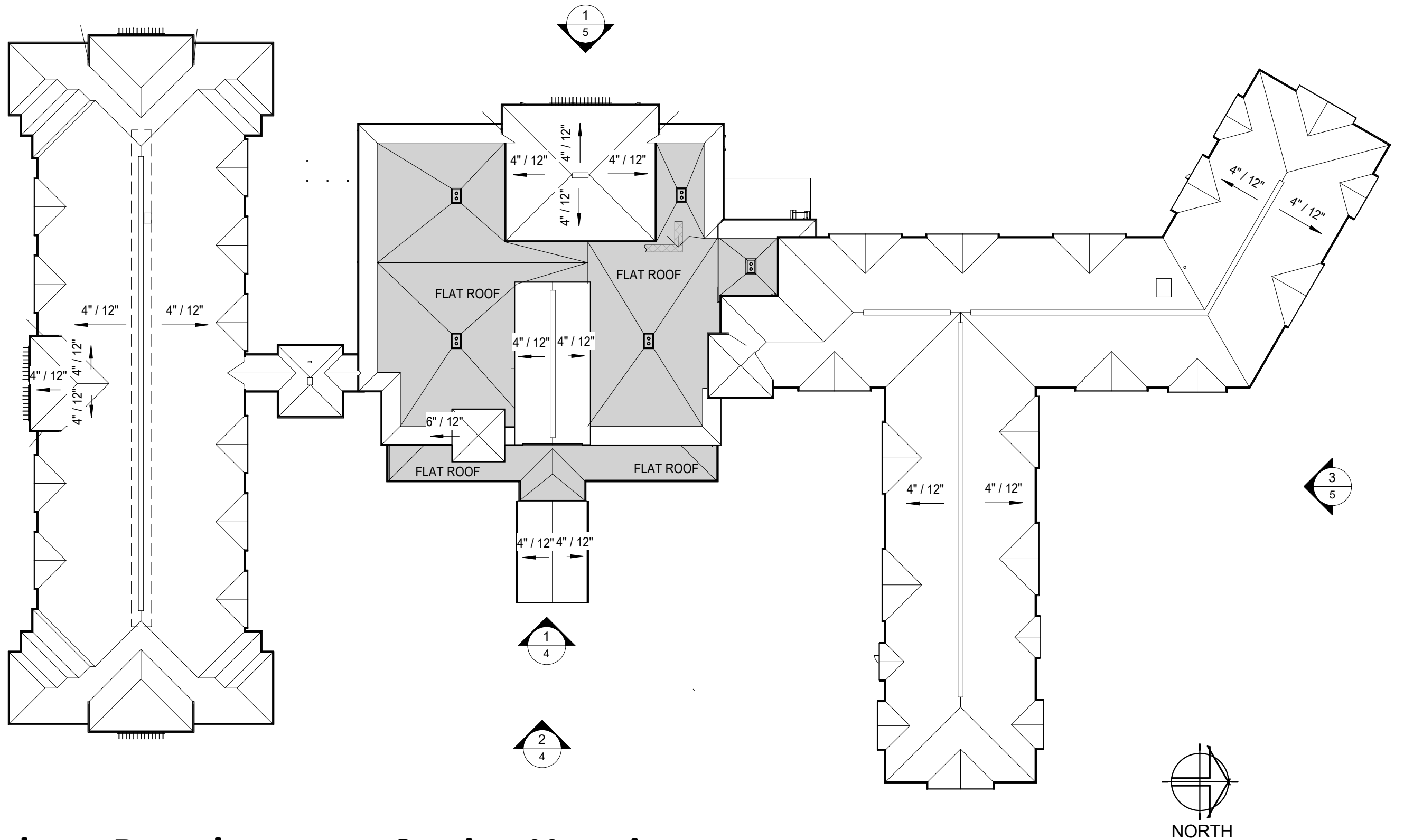


Nelson Development Senior Housing

96TH STREET AND GILES ROAD, LA VISTA, NE

3/31/17 | COMM#58475-15039





ROOF PLAN



Nelson Development Senior Housing

96TH STREET AND GILES ROAD, LA VISTA, NE

04/27/17 | COMM#58475-15039



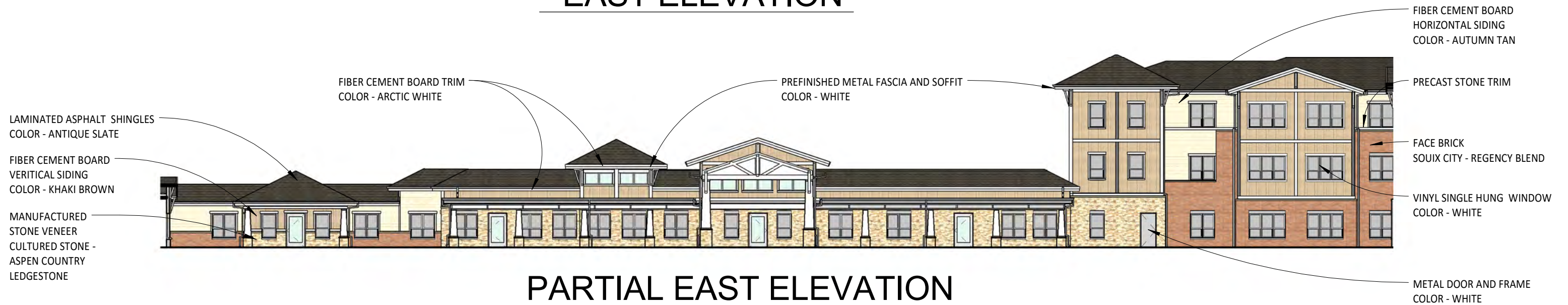
NELSON
CONSTRUCTION & DEVELOPMENT



SOUTH ELEVATION



EAST ELEVATION



PARTIAL EAST ELEVATION



Nelson Development Senior Housing

96TH STREET AND GILES ROAD, LA VISTA, NE

04/27/17 | COMM#58475-15039





NORTH ELEVATION



WEST ELEVATION



PARTIAL WEST ELEVATION



Nelson Development Senior Housing

96TH STREET AND GILES ROAD, LA VISTA, NE

04/27/17 | COMM#58475-15039



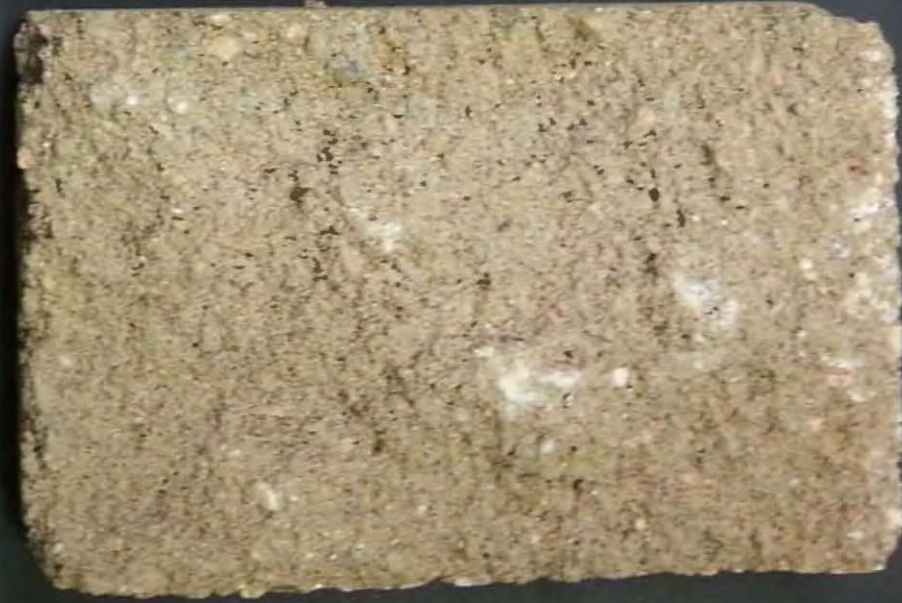
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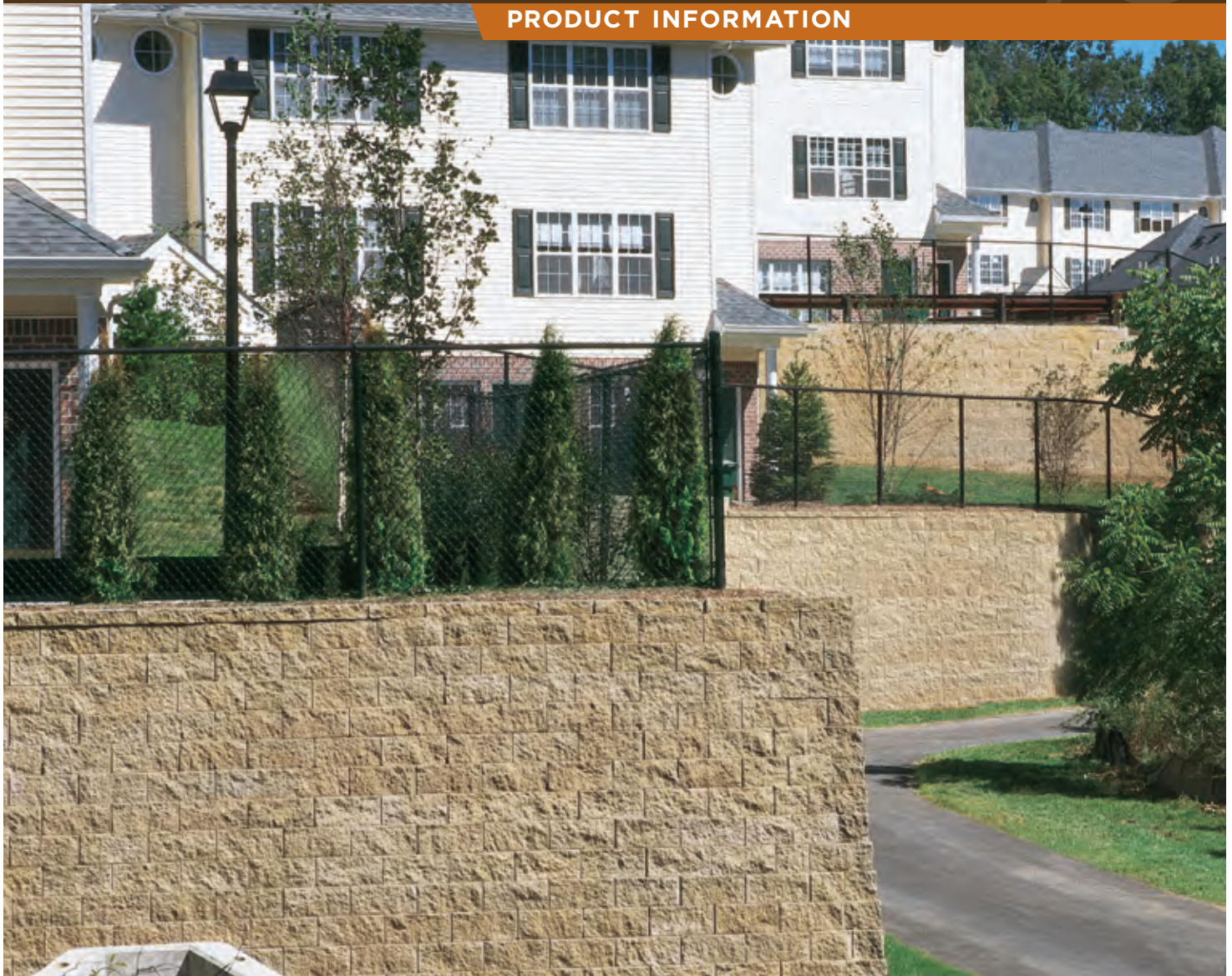
Gray



Chestnut



PRODUCT INFORMATION



Designed for steep, sloping hillsides and other structural challenges, the Vertica Pro[®] retaining wall system can be built to virtually any height in incredibly tight spaces – thanks to an impressive 4-degree batter, built-in alignment locators, and a near-vertical rise for less excavation and land loss. Typically used with geosynthetic reinforcement, Vertica Pro blocks meet or exceed industry standards for strength and durability.

- Pinless, patented locator lug gives quick, uniform setback for reduced labor costs
- Used in commercial-site development or anywhere space is at a premium
- Warm earth-tone colors and rugged, rock-like texture
- For gravity wall applications, the Vertica Pro system, with its deeper design, can accommodate walls up to approximately 6 feet high, including buried course, but excluding the cap*
- Taller walls can be built using geosynthetic reinforcement or the Anchorplex[™] retaining wall system when designed by a qualified engineer

Straight Face

- Minimum outside radius, measured on the top course to the front of the units: 8 feet, 6 inches
- Minimum inside radius, measured on the base course to the front of the units: 5 feet, 6 inches

Beveled Face

- Minimum outside radius, measured on the top course to the front of the units: 5 feet, 6 inches
- Minimum inside radius, measured on the base course to the front of the units: 8 feet

*This height assumes cores and insets are filled with drainage aggregate, level backfill and clean, compacted sand or gravel and no surcharge.

Vertica Pro[®]

RETAINING WALL SYSTEM

PRODUCT INFORMATION



Stretcher Units	Straight Face	Beveled Face
Approximate Dimensions*	8" x 18" x 20"	8" x 18" x 20"
Approximate Weight*	115 lbs.	112 lbs.
Coverage	1.00 sq. ft.	1.00 sq. ft.
Setback/System Batter	1/2"/4°	1/2"/4°



Accessory Units	Cap	Corner
Approximate Dimensions*	Front, 4" x 17 1/4" x 10 3/8" Back, 4" x 12" x 10 3/8"	8" x 18" x 9" 8" x 18" x 9"
Approximate Weight*	41 lbs.	101 lbs.
Coverage	1.22 lin. ft.	1.50 sq. ft.

Visit anchorwall.com for installation instructions.

*Product dimensions are height by face length by depth. Actual dimensions and weights may vary from these approximate values due to variations in manufacturing processes. Specifications may change without notice. See your Anchor representative for details, color options, block dimensions and additional information.

© 2011 Anchor Wall Systems, Inc. The Vertica Pro[®] wall system is manufactured under license from Anchor Wall Systems, Inc. (AWS). The "Anchor A" and "Anchor Build Something Beautiful" logos, "Anchorplex" and "Vertica Pro" are trademarks of AWS. The wall system blocks are covered by the AWS Limited Warranty. For a complete copy, visit your local dealer or see anchorwall.com.

Anchor Wall Systems, Inc., 5959 Baker Road, Suite 390, Minnetonka, MN 55345.

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73.3073.1 08/11 4015

ANCHORWALL.COM



ANCHOR[®]
BUILD SOMETHING BEAUTIFUL

Jerith Liberty Aluminum Fence



LIBERTY ALUMINUM FENCE IS AN ECONOMICAL YET PROVEN, FENCE SOLUTION without all the extras. The one exception is the FencCoat finish - a long-lasting, high-quality powder coat that is guaranteed not to crack, chip or peel for the life of the fence. It is twice as thick as paint, more durable, and fade and scratch resistant. And, it is nearly maintenance free.



All Jerith aluminum fences are constructed using a high-strength aluminum alloy called HS-35™ that will never rust, even in coastal areas or around pools. Liberty is available in black or bronze and a variety of styles and heights.



Available colors:

Black

Bronze

These color swatches are only approximations. Please refer to actual color samples for final matching.

Style and Height Combinations	
11 & 22	48"
20 & 22 Modified	54"
20 & 22	60"



Liberty Fence Styles:

11	22	20	54" - 22	54" - 20






Preliminary Exterior Wall Sconce Selections

Re: La Vista Senior Housing
Omaha, NE
PAI #58475-15039

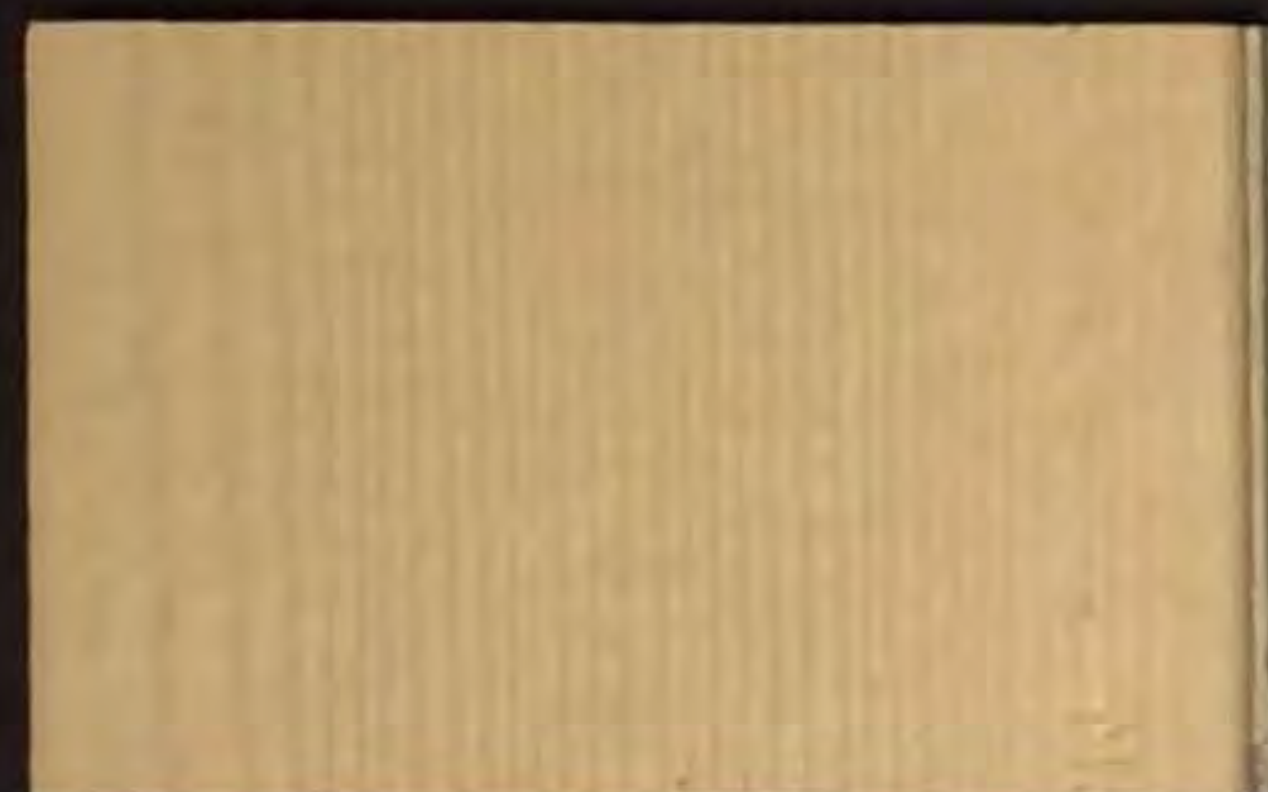
Subject: Exterior Wall Sconce

Date: April 13, 2015

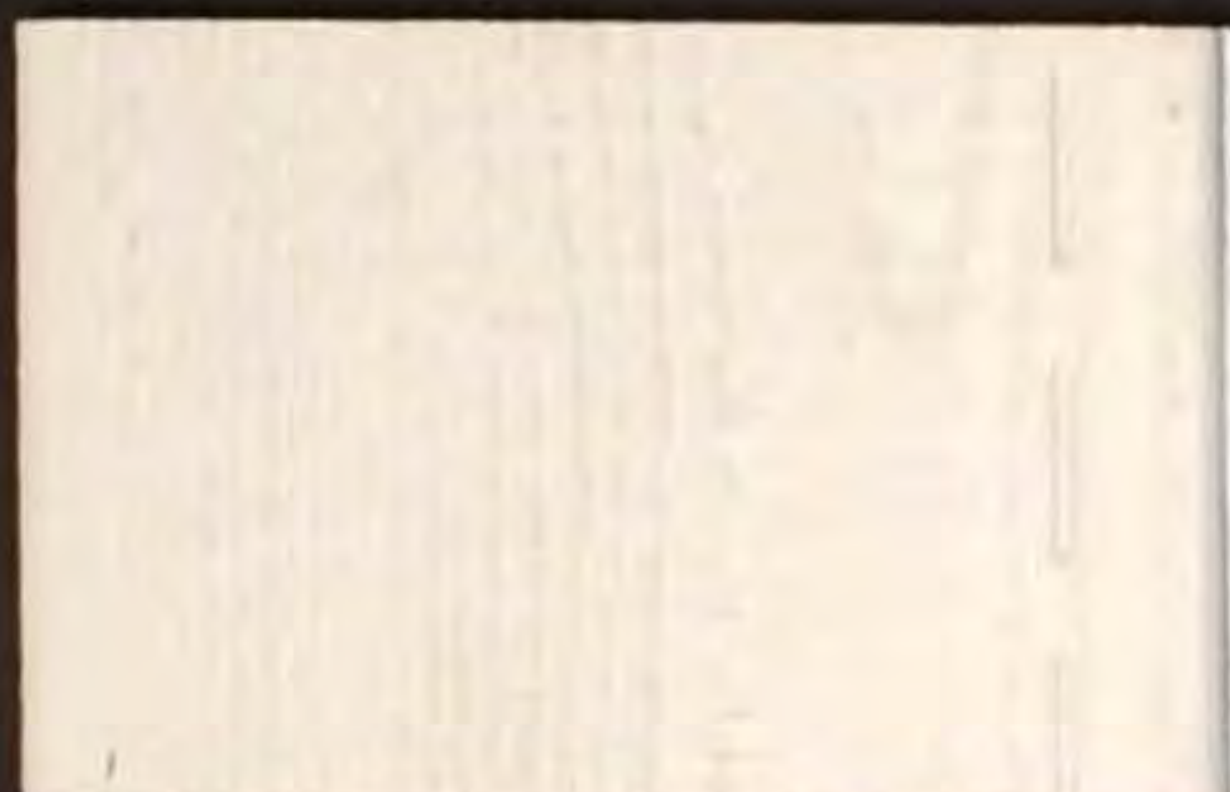
1.01	Exterior Wall Sconce @ Entrance
	NUVO #60/4992 Boxwood 1 Light Outdoor Wall Lantern in Rustic Bronze
	KICHLER #49072BST Atwood 1 Light Outdoor Wall Lantern in BST
	KICHLER #49228OZ Franceasi Collection Outdoor Wall 1Lt



FIBER CEMENT LAP SIDING (LEFT)
 COLOR - AUTUMN TAN



FIBER CEMENT TRIM (MIDDLE)
 COLOR - ARTIC WHITE



FIBER CEMENT VERTICAL SIDING (RIGHT)
 COLOR - KHAKI BROWN



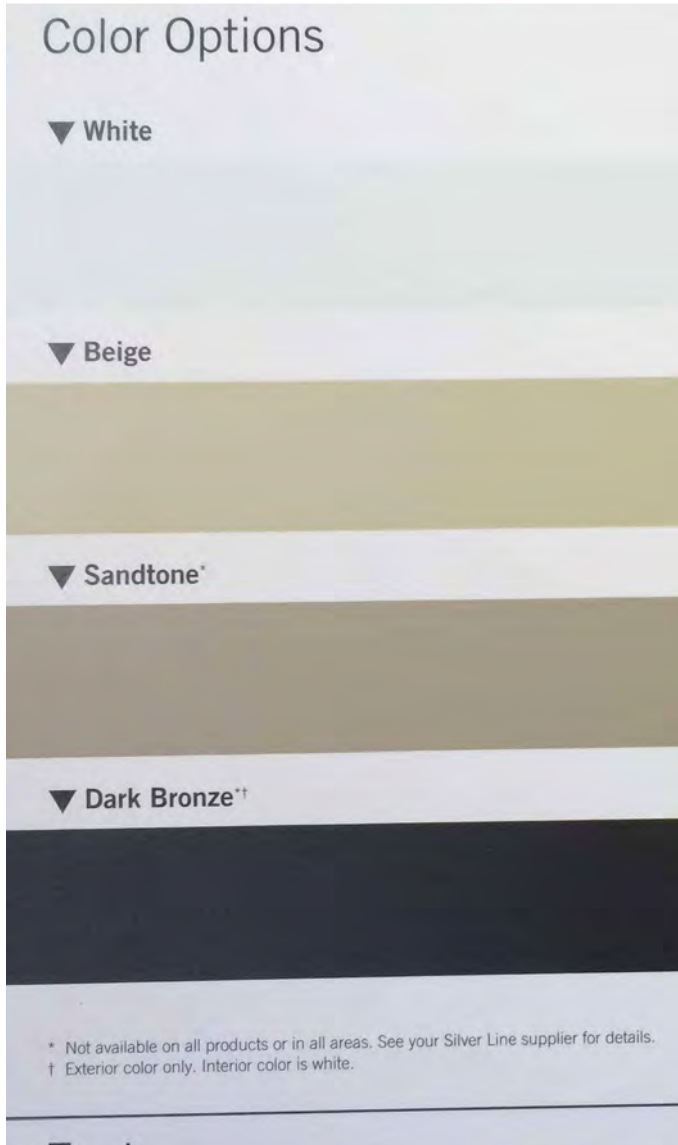
LAMINATED ASPHALT SHINGLES
 COLOR - ANTIQUE SLATE



FACE BRICK VENEER
 SQUIX CITY - REGENCY BLEND



MANUFACTURED STONE VENEER
 ASPEN COUNTRY LEDGESTONE



VINYL WINDOW COLOR - "WHITE"



FIBER CEMENT BOARD LAP SIDING
"Navajo Beige" replaces siding color
"Autumn Tan"



MORTAR COLOR
"Prism P2510 Fawn Tan"

POPE ARCHITECTS, INC.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 18, 2017 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE - HVAC CONTROLS - COMMUNITY DEV/FIRE STATION #4 BUILDING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF SIEBELS BUILDING TECHNICIAN

SYNOPSIS

A resolution has been prepared to purchase and install electronic controls for the HVAC system in the building that houses Community Development and the Fire Department Station #4 from Control Masters in an amount not to exceed \$21,904

FISCAL IMPACT

The FY17 General Fund budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

The HVAC system in the Community Development and Fire Department building has experienced several failures in the last few years. We currently have 3 newer air handlers and A/C units that serve the 2 floors of that building. The remaining unit is older, but has a newer compressor in it. The controls for all the equipment are pneumatic and are 40 years old. That technology is very outdated and there are few technicians remaining that can or will work on them. As the controls fail, it is also very hard to source replacement parts. This has led to many service calls and has ultimately resulted in one unit that serves the fire dept. to be shut down. The controls no longer function to tell the A/C to shut down when set temp is reached. This caused a compressor failure last season. The new controls will be electronic digital type that will tie into our building management system. Two quotes were obtained from the only 2 vendors in the area that provide Schneider Electronic Controls.

Control Masters	\$21,904
Control Services	\$20,358

The proposal from Control Masters also includes replacement of the discontinued software for our building management system that has reached the end of its useful life and some additional features.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE AND INSTALLATION OF ELECTRONIC CONTROLS FOR THE HVAC SYSTEM IN THE COMMUNITY DEVELOPMENT/FIRE DEPARTMENT BUILDING FROM CONTROL MASTERS, OMAHA NE, IN AN AMOUNT NOT TO EXCEED \$21,904.

WHEREAS, the City Council of the City of La Vista has determined that the purchase and installation of electronic controls for the HVAC system in the Community Development/Fire Department building is necessary, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase and installation of electronic controls for the HVAC system in the Community Development/Fire Department building from Control Masters, Omaha Nebraska, an amount not to exceed \$21,904.

PASSED AND APPROVED THIS 18TH DAY OF JULY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY
JULY 18, 2017 AGENDA**

Subject:	Type:	Submitted By:
84 TH ST. REDEVELOPMENT AREA REDEVELOPMENT AGREEMENT FIRST AMENDMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution of the La Vista Community Development Agency has been prepared in the interests of eliminating and preventing recurrence of the substandard and blighted 84th Street redevelopment area to approve a first amendment to the redevelopment agreement of the Agency with La Vista City Centre, LLC regarding access to public offstreet parking facilities in the 84th Street Redevelopment Area.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

The Agency and La Vista City Centre LLC entered into a redevelopment agreement dated November 29, 2016. In the interests of eliminating and preventing recurrence of the substandard and blighted 84th Street redevelopment area, a first amendment to the redevelopment agreement regarding access to public offstreet parking facilities in the 84th Street Redevelopment Area is proposed in form and content presented at this meeting.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE MAYOR ON BEHALF OF THE AGENCY TO EXECUTE A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT, 84TH STREET REDEVELOPMENT AREA

WHEREAS, the La Vista Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, the Agency and La Vista City Centre LLC entered into a Redevelopment Agreement dated November 29, 2016 (the "Redevelopment Agreement"), and

WHEREAS, in the interests of eliminating and preventing recurrence of the substandard and blighted 84th Street Redevelopment Area, a First Amendment to the Redevelopment Agreement regarding access to public offstreet parking facilities in the 84th Street Redevelopment Area is proposed in form and content presented at this meeting ("First Amendment").

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby finds and approves as follows:

1. Recitals above are incorporated into this resolution by this reference.
2. The First Amendment is hereby adopted and approved.
3. The Mayor on behalf of the Agency is authorized to execute such First Amendment, subject to any additions, subtractions or modifications as the City Administrator determines necessary or advisable.
4. The Mayor, City Clerk, or City Administrator, or his or her designee, in addition to and not in limitation of any other authority otherwise granted, shall be authorized to take all actions on behalf of the Agency as necessary or appropriate to carry out the Redevelopment Agreement, as amended by the First Amendment, or actions approved herein.

PASSED AND APPROVED THIS 18TH DAY OF JULY, 2017.

LA VISTA COMMUNITY DEVELOPMENT
AGENCY

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, CMC
City Clerk

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

This First Amendment to Redevelopment Agreement (the "Amendment") is entered into as of _____, 2017 (the "Effective Date") by and between La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012 ("CDA"), and La Vista City Centre LLC, a Nebraska limited liability company (the "Redeveloper").

WHEREAS, the parties entered into that certain Redevelopment Agreement, dated November 29, 2016 and recorded on December 2, 2016 as Instrument No. 2016-31245 with the Register of Deeds of Sarpy County, Nebraska (the "Redevelopment Agreement"), which provides for mixed use redevelopment and tax increment financing ("TIF") for the Mixed Use Redevelopment Project Area and generally located at the intersection of 84th Street and Brentwood Drive, as more particularly described in the Redevelopment Agreement (the "Redevelopment Property").

WHEREAS, pursuant to the Redevelopment Agreement, the parties entered into that certain Subdivision Agreement (as defined in the Redevelopment Agreement), which provides for the construction and completion of the public offstreet parking facility.

WHEREAS, in order to further eliminate and prevent recurrence of the substandard and blighted 84th Street Redevelopment Area it is beneficial to have residential occupants of the Redevelopment Area and the parties desire to promote such residential occupancy in part by providing certain preferences to the public offstreet parking facility for individuals residing within the Redevelopment Area.

WHEREAS, to accomplish this public purpose, the parties desire to amend the Redevelopment Agreement to specify the benefits within the Redevelopment Area to individuals residing within the Redevelopment Area.

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

1. Definitions. Unless otherwise defined in this Amendment, capitalized terms used herein will have the same meaning in this Amendment as set forth in the Redevelopment Agreement.
2. Initial Parking Facility. The parking spaces in the Initial Public Offstreet Parking Garage (as defined in the Subdivision Agreement) to be constructed, operated, managed, and maintained by the City of La Vista pursuant to the terms of the Subdivision Agreement will be available to the public on a first come first served basis. After substantial completion of the Improvements, individuals residing on a lot any portion of which is located within 200 feet of the perimeter of the Initial Public Offstreet Parking Garage (as defined in the

Subdivision Agreement) and within the Redevelopment Area shall have first priority to acquire parking permits in the Initial Public Offstreet Parking Garage.

If there are no parking permits available when requested by such an individual, the City shall place any such unfilled request at the head of the waiting list to be compiled by the City or its agent operating the Initial Public Offstreet Parking Garage. Notwithstanding the above, City has no duty or obligation to terminate any existing parking permits or leases to accommodate an individual's request for parking.

3. Miscellaneous.

A. Except as specifically amended pursuant to the terms of this Amendment, the terms and conditions of the Redevelopment Agreement shall remain unmodified and in full force and effect. In the event of any inconsistencies between the terms of this Amendment and any terms of the Redevelopment Agreement, the terms of this Amendment shall govern and prevail.

B. This Amendment and the agreements and understandings herein constitute covenants running with the land and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other person or entity gaining or claiming any interest or lien within the Mixed Use Redevelopment Project Area.

C. Headings are for convenience only and shall not be used in construing meaning.

D. This Amendment may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

**[Remainder of Page Intentionally Left Blank.
Signature Page to Follow.]**

Executed this ____ day of _____, 2017.

LA VISTA COMMUNITY DEVELOPMENT AGENCY:

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, CMC

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

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 authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the Agency to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

Notary Public

REDEVELOPER:

La Vista City Centre, LLC, a Nebraska limited liability company

By: _____
Name: Christopher L. Erickson
Its Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

The foregoing Amendment was acknowledged before me this ____ day of _____, 2017, by Chris Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 18, 2017 AGENDA**

Subject:	Type:	Submitted By:
AMENDMENT TO MASTER FEE ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

SYNOPSIS

An ordinance has been prepared to amend Master Fee Ordinance No. 1300 to add Parking Permit Fees for Vehicle Offstreet Parking District No. 2.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

In February of 2017 the City Council took action to create Vehicle Offstreet Parking District No. 2 and offstreet parking improvements in the 84th Street Redevelopment Area to satisfy public purposes that included, without limitation, the City's interests in eliminating and preventing recurrence of the substandard and blighted area, and for additional tax revenues for supporting the costs of public services. As plans for construction of said offstreet parking improvements move forward, there are a number of steps that will need to be completed, including establishing parking permit fees in the District. It is recommended that Parking Permit Fees for Vehicle Offstreet Parking District No. 2 be set at \$15 per month for uncovered parking and \$25 per month for covered parking.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 12901300, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. General Fee Schedule. The fees and taxes charged by the City of La Vista for various services, facilities, and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

BUILDING & USE FEES

(Apply inside City limits and within the Extra-territorial zoning jurisdiction)

Building Permit

(Building valuation is determined by the most current issue of the ICC Building Valuation Data)

General	\$30 Base fee + see building fee schedule
Commercial/Industrial	\$30 Base fee + see building fee schedule
Plan Review Fee	
Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
Design Review (non-refundable)	
Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
Bldgs. 24,999 sq. ft. or less	\$1,000 (min. fee) (or actual fee Incurred)
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
Replacement Plan Review Fee	\$100 + Request for records fees
Engineer's Review	\$500
Rental Inspection Program	
License Fees:	
Multi-family Dwellings	\$6.00 per unit
Single-family Dwellings	\$50.00 per property
Duplex Dwellings	\$50.00 per unit
Additional Administrative Processing Fee (late fee)	\$100.00
Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected	See Re-inspection Fee below
Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below
Re-inspection Fee	\$100.00

Penalty Fee	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Towers	\$5,000(min fee) (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee
Plumbing Permits	\$30 Base fee + See mechanical fee
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000
Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence	
Also a \$5,000 Bond is required, naming the City as the recipient.	
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway	
Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or	
Resealing Permit	\$ 30.00/Yearly

Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250
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Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

FIRE INSPECTION FEES

Plan Review Fees

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100
21-50 devices	\$200
51-100 devices	\$300
101-200 devices	\$400
201-500 devices	\$500
Over 500 devices	\$500 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00

Child Care Facilities:

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00

Foster Care Homes:

Inspection	\$25.00
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Liquor Establishments:

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

Nursing Homes:

50 beds or less	\$55.00
51 to 100 beds	\$110.00
101 or more beds	\$160.00

Fire Alarm Inspection:

Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00

Sprinkler Contractor Certificate:

Annual	\$100.00
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Fuels Division:

Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)

Under ground Storage Tanks (Title 159, Chapter 2)	
Farm, residential and heating oil tanks	
(tanks with a capacity of 1100gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

GRADING PERMIT FEES

5 acres or less	\$ 500
More than 5 acres	\$1,000

ZONING FEES

Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250

Watershed Fees – the following fees apply to only new developments or significant redevelopments as specified in the interlocal agreement Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)

Single Family Residential Development (up to 4-plex)	\$864 per dwelling unit
High-Density Multi-Family Residential Development	\$3,803 per gross acre*
Commercial/Industrial Development	\$4,609 per gross acre*
*Computed to the nearest .01 acre.	

TIF Application \$TBD

ROW (Right of Way) Permits \$TBD

OCCUPATION TAXES

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class W Wholesale Beer License Holder	\$1000
Class X Wholesale Liquor License Holder	\$1500
Class Y Farm Winery License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another	\$ 25
(These fees are in addition to the State Fee Requirement)	
Amusement Concessions (i.e. Carnivals)	\$ 10/concession/day
(This would include any vendors set up for special functions at the La Vista Sports Complex)	
Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fee for Restaurant or Bar if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75
Convenience store with car wash	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50

Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$30
Home Occupation 1 and Child Care Home	\$50
Home Occupation Conditional Use Permit – see Zoning Fees	

Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops and/or restaurants, which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shop and/or restaurant hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities.

Movie theatres	\$150/complex and \$75/viewing room
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service
Provider Fee of \$75.00 for business outside the City that provides machines for local businesses	
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed
Pawnbrokers	\$ 1.00/pawnbroker
transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	

Professional services - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)

Recreation businesses - indoor and outdoor	\$100
Restaurants, Bars, and drive-in eating establishments	\$ 50 (5 employees or less) \$100 (more than 5 employees)

Retail, Manufacturing, Wholesale, Warehousing and Other - Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the

Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools - trade schools, dance schools, music schools,
nursery school or any type of school operated for profit \$ 50

Service providers, such as persons, firms partnerships
or corporations delivering any product, good or service
whatsoever in nature within the City \$ 75

Service stations selling oils, supplies, accessories
for service at retail \$ 75 + \$25.00 for attached
car wash

Telephone Companies 5% of gross receipts
(includes land lines, wireless, cellular, and mobile)

Telephone Surcharge - 911 \$1.00 per line per month

Tobacco License \$ 15 (based on State
Statute)

Tow Truck Companies \$ 75
Late Fee (Up to 60 days) \$ 35
Late Fee (60-90 days) \$ 75
Late Fee (over 90 days) Double Occupation tax or \$100,
whichever is greater

COVENIENCE FEES

Credit Cards 3% of transaction with \$2
minimum transaction
E-Checks \$3 for transactions ≤ \$10,000
\$10 for transactions >
\$10,000

OTHER FEES

Barricades
Deposit Fee (returnable) \$ 60/barricade
Block Parties/Special Event \$ 5/barricade per day
Construction Use \$30 ea. (7 days maximum)

Blasting Permit \$1,000

Bucket Truck Rental w/operator \$150 per hour

Community Garden Plot Rental \$20 annually

Conflict Monitor Testing \$200

Cat License Fee (per cat – limit 3)
\$ 5 each if spayed/neutered
\$ 15 each if not
spayed/neutered
\$ 10 each (delinquent) if
spayed/neutered
\$ 30 each (delinquent) if not
spayed/neutered

Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$1
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,500
Handicap Parking Permit Application Fee	\$ Currently Not Charging Per State
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
<u>Parking Permit Fees:</u>	
<u>Vehicle Offstreet Parking District No. 2</u>	
<u>Monthly:</u>	
Uncovered	\$15/Month
Covered	\$25/Month
Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	
Initial	\$ 150
Annual Renewal	\$ 100
Pet Store License	\$ 50 (In addition to Occ. License)
Police Officer Application Fee	\$ 20
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
Trash Hauling Permit	\$ 25/yr./truck + \$25,000
Performance Bond	
<u>PUBLIC RECORDS</u>	
Request for Records	\$15.00/Half Hour + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape

Video Tapes or CD/DVD \$10.00 per tape/CD
 *Copy costs shall be established by the Finance Director

Unified Development Ordinance \$100

Comprehensive Plan \$ 50
 Zoning Map \$5 11"x17"
 \$10 12"x36"
 \$30 36"x120"

Zoning Ordinance w/Map \$ 30
 Subdivision Regulations \$ 30

Future Land Use Map \$5 11"x17"
 \$10 12"x36"
 \$30 36"x120"

Ward Map \$ 2

Fire Report \$ 5
 Police Report \$ 5

Police Photos (5x7) \$ 5/ea. for 1-15
 \$ 3/ea. for additional

Police Photos (8x10) \$ 10/ea. for 1-15
 \$ 5/ea. for additional

Police Photos (Digital) \$ 10/ea. CD

Criminal history \$ 10

FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System (not to include single family or duplexes) \$25
 Renewal Fee for Alarm System (not to include single family or duplexes) \$25
 Late Registration Charge \$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1st alarm
 (not to include single family or duplexes)

RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS

A Dispatch and mobilization charge of \$300 + mileage shall be charged for response to any incident where no action is taken. If services are provided, the following rates shall apply:

Response Vehicles: One-hour minimum charge. All charges will be made to the closest ¼ hour. Mileage will be charged at \$8.00 per mile per vehicle.

Pumper/Tanker Truck	\$500/hour
Weed Truck	\$150/hour
Aerial Ladder Truck	\$750/hour

Utility Vehicle	\$200
Command Vehicle	\$100

Equipment Charges:	
Jaws of Life	\$250
Power Saw	\$75
Hydraulic jack/chisels	\$75
Cribbing Blocks	\$10
Winches	\$10

Air Bags	\$50
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High Lift Jack	\$20
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Supplies: The actual City cost of the supplies plus 25% shall be charged for all supplies including but not limited to safety flares, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, and floor dry.

RESCUE SQUAD FEES

Basic Life Support Emergency	\$650
Advanced Life Support Emergency I	\$750
Advanced Life Support Emergency 2	\$950
Mileage - per loaded mile	\$ 15

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Fax		\$2.00 up to 5 pages
Fines		
Books		\$.05/day
Audio Books		\$.10/day
DVDs/CDs		\$ 1.00/day
Videos		\$.10/day
Damaged & Lost Books		\$5.00 processing fee + actual cost
Videos /DVDs/CDs		\$5.00 processing fee + actual cost
Color Copies		\$.50
Copies		\$.10
Inter-Library Loan		\$3.00/transaction
Lamination – 18" Machine		\$2.00 per foot
Lamination – 40" Machine		\$6.00 per foot
Children's Mini-Camp		\$10.00 per week

RECREATION FEES

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all approved refunds
Late Registration Fee	\$10.00
<u>Community Center</u>	

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business Groups</u>
Facility Rental			
Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
Gym/Stage (Rental)	\$420/Day	\$840/Day	\$840/Day
Gym/Stage (Deposit)	\$215	\$420	\$420
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour
Meeting Rooms (Rental)	\$ 12/Hour/Room	\$ 22/Hour/Room	\$ 27/Hour

Meeting Rooms (Deposit)	\$ 50/Room	\$ 50/Room	\$ 50/Room
Kitchen (Rental)	\$ 19/Hour	\$ 27/Hour	\$ 33/Hour
Kitchen (Deposit)	\$ 50/Room	\$ 50/Room	\$ 50/Room
Racquetball Court	\$ 7/Hour	\$ 14/Hour	\$ 14/Hour
Club House	\$ 24.Hour	\$ 44/Hour	\$ 54/Hour

Facility Usage

Daily Visit (19 and up)	\$ 3.00	\$ 4.00
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00

Fitness Room (19 and up)	
Membership Card	\$27.00/month

(Exercise Room, Gym, Racquetball/Walleyball Courts)		
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit
Gym (19 and up)		
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit
Resident Punch Card	\$50.00	
Non-resident Punch Card	\$35.00	
Non-resident Punch Card	\$20.00	
Ind. Weight Training		
Classes	\$ 25	

Variety of programs as determined by the Recreation Director
Fees determined by cost of program

Classes

Contractor	City
75%	25%

Contract Instructor Does Registration and Collects Fees

Other Facilities:

	Resident	Non-Resident
Tournament Fees	\$ 30/Team/Tournament	\$
30/Team/Tournament		
Gate/Admission Fee	\$ 40/Field/Day	\$ 40/Field/Day
Model Airplane Flying	10% of Gross	
Field Pass	\$30*	\$40*
	* includes \$10 club membership 1 – year license	
Field Rentals	\$40/2 hours	Resident and Non-
Resident		
Park Shelters	\$15/3 hours	\$25/3 hours

	Resident	Non-Resident
Swimming Pool		
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105
30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55
Swimming Pool memberships and specials prices shall be established by the Finance Director		

Youth Recreation Programs	Resident	Non-Resident
Coed T-Ball/Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150

Basketball Clinic	\$ 17/27	\$22/32
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Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 33/43	\$53/63
3 yr. old Soccer Clinic Programs	\$17/27	\$22/33
Adult Spring Softball – Single	\$215	\$215
Adult Spring Softball – Double	\$420	\$420
Adult Volleyball	\$110	\$110
Adult Fall Softball – Single	\$120	\$120
Adult Fall Softball – Double	\$235	\$235
Senior Spring Softball	\$15 per game per team	
Senior Fall Softball	\$17 per game per team	

Special Services Van Fees

Zone 1 Trip within city limits (LaVista & Ralston) Includes trips to grocery stores and senior center	\$1.00 one way
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way
Bus pass (each punch is worth \$1.00)	\$30.00

Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
 - B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
 - C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
 1. The customer charge is as follows
 - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$10.09 per month.
 - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$10.09 per month plus an amount equal to \$3.82 times the total number of dwelling units, less one, in the Multi-Family dwellings that comprise an apartment complex. The customer charge for

Residential-Multi Family sewer service users will be billed by the City of La Vista in addition to the flow charge billing from the Metropolitan Utilities District. A late charge of 14% will be applied for for Multi-Family sewer use billings.

- c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$10.82 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$20.82. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
2. The flow charge for all sewer service users shall be \$2.94 per hundred cubic feet (ccf).
3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

Section 3. Sewer/Drainage Connection Fee Schedule. A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

	Effective 1/1/2016	Effective 1/1/2017
Residential		
Single Family Dwelling	\$1,166	\$1,232
Duplex	\$1,166/unit	\$1,232/unit
Multiple Family	\$ 909/unit	\$ 961/unit
Commercial/Industrial	\$6,331/acre of land as platted	\$6,690/acre of land as platted

The fee for commercial (including industrial) shall be computed on the basis of \$6,331 per acre within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.

- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$	1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$	1,500

Section 6. Repeal of Ordinance No. 42901300. Ordinance No. 4290-1300 as originally approved on September 6, 2016, [need to insert date] and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication.

PASSED AND APPROVED THIS 18TH DAY OF JULY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk