

# MINUTE RECORD

A-2

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

## LA VISTA CITY COUNCIL MEETING SEPTEMBER 4, 2018

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 September 4, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, Community Development Director Birch, City Engineer Kottmann, Library Director Barcal, Director of Administrative Services Pokorny, Finance Director Miserez, Assistant Recreation Director Karlson, and Human Resources Director Czarnick.

A notice of the meeting was given in advance thereof by publication in the Times on August 22, 2018. 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.

### SERVICE AWARDS – JOHN DANDERAND – 25 YEARS; JEFF CALENTINE – 10 YEARS; STACY CORBIT – 5 YEARS

Mayor Kindig presented service awards to John Danderand for 25 years of service to the City, Jeff Calentine for 10 years of service to the City, and Stacy Corbit for 5 years of service to the City.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE AUGUST 21, 2018 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT – HDR ENGINEERING, INC. – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS AND OTHER WORKS - \$20,256.03
4. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES – CITY CENTRE LOT 17 PARKING GARAGE NE - \$2,770.01
5. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES – LA VISTA 96<sup>TH</sup> & BRENTWOOD TRAFFIC SIGNAL - \$3,876.20
6. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE - \$50,787.02
7. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES – LA VISTA 96<sup>TH</sup> & BRENTWOOD TRAFFIC SIGNAL - \$1,177.96
8. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – CIVIC CENTER PARK PHASE 1 - \$304.93
9. REQUEST FOR PAYMENT – DESIGN WORKSHOP – PROFESSIONAL SERVICES – 84<sup>TH</sup> STREETSCAPE PLAN - \$264.90
10. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE PARKING FACILITY - \$9,640.00
11. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE PARKING GRAPHIC DESIGN - \$3,800.00
12. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – LA VISTA PHASE 1 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS - \$1,333.46
13. REQUEST FOR PAYMENT – KSI CONSTRUCTION – CONSTRUCTION SERVICES – CITY CENTRE PHASE 1B PAVEMENT AND SEWERS - \$63,723.79
14. REQUEST FOR PAYMENT – LEAGUE OF NEBRASKA MUNICIPALITIES – MEMBERSHIP DUES - \$45,111.00

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## 15. APPROVAL OF CLAIMS

ACCESS BANK, services	\$3,066.27
ACCO UNLIMITED CORP, supplies	\$183.50
ALLY BANK, services	\$356.91
ASPHALT & CONCRETE MATERIALS, maint.	\$935.54
BAXTER FORD, maint.	\$3.37
BISHOP BUSINESS EQUIPMENT, services	\$250.24
BLACK HILLS ENERGY, utilities	\$1,450.57
BOOKPAGE, services	\$528.00
BUETHE, P., travel	\$251.23
CALENTINE, J., travel	\$292.00
CANTU, CRYSTAL, services	\$154.00
CENTURY LINK, phones	\$308.66
CITY OF OMAHA, services	\$174,653.74
CITY OF PAPILLION, services	\$190,416.13
CITY OF PAPILLION PARKS/RECREATION, services	\$45.00
CONTROL MASTERS INC, services	\$125.00
COX COMMUNICATIONS, services	\$147.03
DANIEL & JENNIFER SMITH, refund	\$6.99
DARE CATALOG, supplies	\$1,157.20
DATA DOCUMENTS LLC, services	\$154.00
DATASHIELD CORP, services	\$20.00
DIAMOND VOGEL PAINTS, bld&grnds	\$53.18
DXP ENTERPRISES INC, maint.	\$52.50
EDGEWEAR SCREEN PRINTING, apparel	\$1,670.75
EN POINTE TECHNOLOGIES SALES, services	\$34.92
ENTERPRISE, services	\$580.01
EXPRESS DISTRIBUTION LLC, supplies	\$167.12
FILTER CARE, maint.	\$31.05
FINDAWAY WORLD, LLC, services	\$999.00
FIRST NATIONAL BANK FREMONT, bonds	\$22,472.50
FIRST STATE BANK, services	\$10,068.55
G I CLEANER & TAILORS, services	\$177.25
GALE, books	\$26.24
GCR TIRES, maint.	\$1,483.97
GENERAL FIRE & SAFETY, services	\$1,231.00
GRAHAM CONSTRUCTION, INC, services	\$895,750.15
GRAYBAR ELECTRIC CO, supplies	\$461.77
GUNN, B., travel	\$241.50
HARTS AUTO SUPPLY, services	\$307.00
HAWKEYE TRUCK EQUIPMENT, maint.	\$1,477.56
HOME DEPOT, bld&grnds	\$92.50
HY-VEE INC, services	\$57.00
INGRAM LIBRARY SERVICES, books	\$617.21
KUBOTA OF OMAHA, maint.	\$75.39
KUSTOM SIGNALS INC, services	\$328.28
LARRY'S BOILER SERVICE, bld&grnds	\$63.50
LEAGUE OF NE MUNICIPALITIES, services	\$348.00
LIBRARY IDEAS LLC, books	\$164.04
L-TRON CORP, services	\$1,771.56
MANNING, JASON ROBERT, services	\$132.00
MARK A KLINKER, services	\$200.00
MAX I WALKER, services	\$657.16
METRO AREA TRANSIT, services	\$553.00
MUD, utilities	\$14,606.65
MEYO ENTERPRISES, LLC, services	\$9,050.00
MID-WEST MILITARY REAL ESTATE, LLC, supplies	\$200.00
MIDWEST TAPE, media	\$139.97
MONARCH OIL INC, maint.	\$469.90

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MUNICIPAL PIPE TOOL CO, maint.	\$432.84
NAT'L EVERYTHING WHOLESALE, supplies	\$470.59
NAT'L PATENT ANALYTICAL, services	\$661.23
NE DEPT OF REVENUE, sales tax	\$1,227.24
NE LIFE MAGAZINE, services	\$24.00
NE STATEWIDE ARBORETUM, services	\$100.00
NETWORKFLEET, INC, maint.	\$828.79
NMC EXCHANGE LLC, maint.	\$13.10
NUTS AND BOLTS INC, supplies	\$13.81
OCLC INC, services	\$155.39
ODEY'S INC, bld&grnds	\$305.55
OFFICE DEPOT INC, supplies	\$472.65
OFFUTT YOUTH CENTER, services	\$1,440.00
OLYMPIA BOOK CORP, books	\$383.63
OMAHA COMPOUND CO, supplies	\$66.20
OMAHA WINNELSON, supplies	\$130.73
PAPILLION SANITATION, services	\$195.00
PAPILLION TIRE INC, maint.	\$175.34
PAPI-MO RIVER NRD STORM WATER, services	\$256,495.82
PAQUETTE, LISA, supplies	\$82.88
PARTSMASTER, services	\$26.83
PAYLESS OFFICE PRODUCTS, supplies	\$181.74
PLAINS EQUIPMENT GROUP, maint.	\$496.58
POKORNY, K., travel	\$241.50
PROUHET, T., travel	\$241.50
QUALITY AUTO REPAIR & TOWING, services	\$150.00
RAMIREZ, R., travel	\$448.50
RECORDED BOOKS, LLC, meedia	\$750.00
REGAL AWARDS OF DISTINCTION, services	\$164.95
ROBERT D COCO, services	\$44.00
RYAN WILLMS, services	\$44.00
SARPY COUNTY CHAMBER, services	\$500.00
SARPY COUNTY TREASURER, services	\$273,234.00
SCHEMMER ASSOCIATES INC, services	\$200.00
SHEPPARD'S BUSINESS INTERIORS, services	\$825.00
SIRCHIE FINGER PRINT LABS, services	\$480.27
SNAP-ON INDUSTRIAL TOOL, supplies	\$4,793.91
SOUTH, R., travel	\$258.00
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$124.97
STOPAK, S., travel	\$258.00
SUN COUNTRY DISTRIBUTING LTD, supplies	\$12.87
TED'S MOWER SALES, services	\$269.35
TOSHIBA FINANCIAL, services	\$127.40
TRACTOR SUPPLY, bld&grds	\$23.98
UNITED PARCEL, services	\$8.97
VIERREGGER ELECTRIC CO, services	\$6,985.34
VOGEL TRAFFIC, services	\$11,022.00
WAL-MART, supplies	\$1,594.12
WICK'S STERLING TRUCKS, maint.	\$32.22
WILDLIFE ENCOUNTERS, services	\$295.00
WOODHOUSE LINCLN-MAZDA, maint.	\$320.66
ZACKERY SULZBACH, refund	\$120.00

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

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## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Assistant City Administrator Ramirez distributed a flyer for the Fall Festival and reported that this event is a replacement for the Concert and Movie Night that had to be cancelled during the summer due to inclement weather.

Assistant Recreation Director Karlson reported that the Pool closed yesterday.

## B. FISCAL YEAR 18/19 & FISCAL YEAR 19/20 MUNICIPAL BUDGETS

### 1. APPROPRIATIONS ORDINANCE – FINAL READING

City Clerk Buethe read Ordinance No. 1323 entitled: AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2019; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020 SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Sell made a motion to approve final reading and adopt Ordinance 1323. Councilmember Quick seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1323 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.

### 2. MASTER FEE ORDINANCE – FINAL READING

City Clerk Buethe read Ordinance No. 1324 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1318, 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.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1324. Councilmember Hale seconded the motion to approve final reading and adopt Ordinance 1324. The Mayor then stated the question, "Shall Ordinance No. 1324 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.

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## 3. INCREASE BASE OF RESTRICTED FUNDS AUTHORITY

### a. Public Hearing

At 7:11 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the increase base of restricted funds authority.

At 7:11 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### b. Resolution

Councilmember Frederick introduced and moved for the adoption of Resolution No.18-119: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO INCREASE THE BASE OF RESTRICTED FUNDS AUTHORITY IN THE 2018-19 MUNICIPAL BUDGET BY AN ADDITIONAL ONE PERCENT.

WHEREAS, the Mayor and City Council, after notice and public hearing as required by state statute, approved the 2018-19 municipal budget on September 4, 2018; and

WHEREAS, the unused restricted funds authority was included in the notice of budget hearing; and

WHEREAS, an increase in the base of restricted funds authority by an additional one percent in the 2018-19 municipal budget is allowed following the approval of at least 75% of the governing body.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize an increase in the base of restricted funds authority in the 2018-19 municipal budget by an additional one percent.

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

## 4. SETTING THE PROPERTY TAX LEVY

### a. Public Hearing

At 7:12 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on setting the property tax levy.

At 7:12 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### b. Resolution

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-120: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING THE PROPERTY TAX REQUESTS FOR FISCAL YEAR 19 AND 20.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Mayor and City Council of the City of La Vista passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

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WHEREAS, it is in the best interest of the City of La Vista that the property tax request for fiscal year 19 and 20 be a different amount than the property tax request for the prior year.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, by a majority vote, hereby resolve that:

The FY19 and FY20 property tax requests be set at \$8,481,780.00 which would require a mill levy of \$0.55.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of La Vista Nebraska that the property tax to be distributed as follows:

General Fund - \$7,556,495.00 (\$0.49 mill levy)

Bond Fund - \$925,285.00 (\$0.06 mill levy)

A copy of this resolution be certified and forwarded to the County Clerk prior to October 13, 2018.

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

## **C. AMENDING THE COMPENSATION ORDINANCE AND SETTING RATES OF AUTO AND PHONE ALLOWANCE**

### **1. ORDINANCE – AMEND THE COMPENSATION ORDINANCE**

Councilmember Hale introduced Ordinance No. 1327 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 Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. 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 Quick. The Mayor then stated the question, "Shall Ordinance No. 1327 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.

### **2. RESOLUTION – SETTING RATES OF AUTO AND PHONE ALLOWANCE**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 18-121: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING MONTHLY VEHICLE AND MOBILE PHONE ALLOWANCES FOR SPECIFIC OFFICERS AND EMPLOYEES OF THE CITY.

WHEREAS, the Mayor and City Council establish by ordinance the compensation for officers and employees of the City of La Vista and said ordinance establishes that the Mayor and Council may additionally fix by resolution such vehicle and other allowances as may from time to time be fixed in the municipal budget; and

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WHEREAS, the FY19 and FY20 municipal budgets establish funds for vehicle and mobile phone allowances for various officers, employees and volunteers of the City and are recommended by the Director of Administrative Services and City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the following vehicle and cellular phone allowances:

Tier	Monthly Vehicle	Tier	Monthly Phone
Tier 1	\$30	Tier 1	\$30
Tier 2	\$50	Tier 2	\$60
Tier 3	\$100	Tier 3	\$90
Tier 4	\$150		
Tier 5	\$300		

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

## **D. RESOLUTION – PROFESSIONAL SERVICES AGREEMENT – CIVIC CENTER PARK – PHASE 2 CONSTRUCTION PHASE SERVICES – AUTHORIZE AMENDMENT NO. 2**

Councilmember Hale introduced and moved for the adoption of Resolution No.18-122 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH THOMPSON, DREESSEN & DORNER, INC., OMAHA, NEBRASKA, ESTABLISHING AN AMOUNT NOT TO EXCEED \$321,500.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined engineering services for Phase 2 of the Golf Course Transformation project and Sanitary Sewer relocation are necessary; and

WHEREAS, the FY 19/20 Biennial Budget includes funding for Civic Center Park Phase 2; and

WHEREAS, Amendment No. 2 increases are not to exceed amount by \$84,000.

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 No. 2 to the agreement for professional services with Thompson, Dreessen, & Dorner, Inc., Omaha Nebraska, establishing an amount not to exceed \$321,500 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.

## **E. RESOLUTION – AUTHORIZE PROPOSAL – OMAHA PUBLIC POWER DISTRICT – TEMPORARY STREET LIGHTING – PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT**

Councilmember Hale introduced and moved for the adoption of Resolution No.18-123 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM OMAHA PUBLIC POWER DISTRICT TO FURNISH AND INSTALL

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## TEMPORARY STREET LIGHTING IN LA VISTA CITY CENTRE IN THE AMOUNT OF \$5,185.21.

WHEREAS, the City Council of the City of La Vista has determined temporary street lighting in La Vista City Centre is necessary; and

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

WHEREAS, the temporary lights will be placed at the intersection of Main Street and 83<sup>rd</sup> Street; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the acceptance of a proposal from Omaha Public Power District to furnish and install temporary street lighting in La Vista City Centre in the amount of \$5,185.21.

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

## F. RESOLUTION – AUTHORIZE ENGINEERING AGREEMENT – CITY PARKING DISTRICT NO. 1 IMPROVEMENTS – BURLINGTON NORTHERN SANTA FE DRAINAGE STUDY REVIEW

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-124 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN ENGINEERING AGREEMENT WITH BURLINGTON NORTHERN SANT FE (BNSF) FOR A DRAINAGE STUDY REVIEW FOR CITY PARKING DISTRICT NO. 1 IN AN AMOUNT NOT TO EXCEED \$14,500.

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

WHEREAS, the FY17/18 Biennial Budget provides funding for this project; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize an engineering agreement with BNSF for a drainage study review for City Parking District No. 1 in an amount not to exceed 14,500.

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

## G. RESOLUTION – AGREEMENT - NEBRASKA DEPARTMENT OF TRANSPORTATION – APPLEWOOD CREEK TRAIL

Councilmember Sell introduced and moved for the adoption of Resolution No.18-125 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) FOR CONSTRUCTION OF A HIKING/BIKING TRAIL ALONG APPLEWOOD CREEK IN AN AMOUNT NOT TO EXCEED \$411,607.

WHEREAS, the City of La Vista is proposing a transportation project for which it would like to obtain Federal funds; and

WHEREAS, the City of La Vista as a sub-recipient of Federal-Aid funding is charged with the responsibility of strictly following all Federal, State and Local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

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WHEREAS, the City of La Vista and NDOT wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska that: Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the attached Project Program Agreement between the City of La Vista and the NDOT. The City of La Vista is committed to providing local funds for the project as required by the Project Program Agreement.

NDOR Project Number: TAP-77(61)

NDOR Control Number: 22757

NDOR Project Name: Applewood Creek Trail

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

## **H. RESOLUTION – BID AWARD – GUN RANGE FENCE REPLACEMENT**

Councilmember Hale introduced and moved for the adoption of Resolution No.18-126 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO AMERICAN FENCE COMPANY, OMAHA NEBRASKA FOR FURNISHING LABOR AND MATERIAL FOR THE REPLACEMENT OF THE FENCE AT THE POLICE DEPARTMENT GUN RANGE IN AN AMOUNT NOT TO EXCEED \$13,408.26.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the fence at the Police Department gun range is necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the replacement; and

WHEREAS, bids were solicited and two bids were received; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to American Fence Company, Omaha, Nebraska for furnishing labor and material for the replacement of the fence at the Police Department gun range in an amount not to exceed \$13,408.26.

Seconded by Councilmember Quick. 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.

## **COMMENTS FROM MAYOR AND COUNCIL**

There were no comments from the Mayor and Council.

At 7:23 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

September 4, 2018

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC  
City Clerk



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

**ccOPY**

**PLANNING COMMISSION MINUTES**  
**AUGUST 16, 2018-7:00 P.M.**

The City of La Vista Planning Commission held a meeting on Thursday, August 16<sup>th</sup>, 2018 in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Tom Miller called the meeting to order at 7:00 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, Kevin Wetuski, Jason Dale, John Gahan, Kathleen Alexander Tom Miller, Mike Circo, and Harold Sargus. Members absent were: None. Also in attendance were Chris Solberg, City Planner; Meghan Engberg, Permit Technician; Ann Birch, Community Development Director; Rita Ramirez, Assistant City Administrator 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 Miller at 7:00 p.m. Copies of the agenda and staff reports were made available to the public.

**2. Approval of Meeting Minutes – July 19, 2018**

*Malmquist moved, seconded by Dale, to approve the July 19th minutes with corrections. Ayes: Krzywicki, Wetuski, Sargus and Malmquist Nays: None. Abstain: Gahan, Miller, Alexander, and Circo. Absent: None. Motion Carried, (4-0-5)*

**3. Old Business**

*None.*

**4. New Business**

**A. Planned Unit Development – Rotella's Bakery**

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, Rotella's Italian Baker, is requesting a PUD for numerous properties. This includes Lot 1, Rotella's First Addition, Lots 4, 5, 6, 15, 16, 17 and 28A Oakdale Park and Tax Lot 8A2. The requested PUD site plan will allow for a campus plan detailing existing conditions and future developments. Staff's recommendation is for approval of the PUD Site Plan for an industrial campus development as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ii. **Applicant Presentation:** Kylan Block from RDG Planning and Design came up and spoke on behalf of the applicant. He mentioned that Rotella's has been in business since 1921 and in its current location since 1989. During this time they have grown and acquired additional properties from their North, South, and East and as they have considered their future growth, their desire to improve and grow where they are instead of building remote locations. They then developed a Master Plan and studied how to better utilize the space they have and prioritize their future growth. He said that that's what led them to this PUD. The PUD was created to address some of the zoning issues that limited the ability for them to develop the spaces that they needed in order to streamline operations at their current location. He said that major projects in their future would allow them to streamline production, to simplify some of the logistics, and address the growing needs of new markets, such as the gluten free product line and servicing their national accounts. He then offered to answer any questions there may be.

Krzywicki asked if Block could give a summary of the water detention treatment part of the plan.

Block showed them a picture and explained that when they did the current south addition they did make provisions and included a storm detention area underneath the existing site. He said that many of the existing properties are fairly well paved already, so they'd be swapping roofing area for paving area. With that being said, they are trying to preserve some of the green space where they could accommodate either surface or subterranean storm detention. He mentioned that he knew it was a concern as far as controlling the runoff and the amount of water that is dumping into the storm sewer. He said that there would never be an instance where they would be imposing water drainage onto adjacent properties. He said that right now everything is fairly internal and even the east plant right now has its own storm sewer that runs around the perimeter of the property which is being preserved and they would tie into that with any work they do in the east part of the campus.

iii. **Public Hearing – Miller opened the public hearing.**

Lisa Robino Walter came up in regards to the drainage issue and asked if the 3D Storage was still going to be tying into that sewer line. She also asked if the traffic from the 3D Storage still going to be able to exit out to 108<sup>th</sup> Street through their property. She said other than that, her main concerns are that there will still be some green space and that the noise level will be kept down.

Solberg said that this is a public hearing for the Rotella's PUD and not about the 3D Storage.

Robino Walter rebutted and said that the 3D Storage said that they are going to tie into Rotella's drainage.

Solberg said that is correct. He said that they do have an easement set up.

Robino Walter said that the last time she heard it was just a verbal agreement and that is why she was asking if it was really going to happen.

Solberg said that he believed that Block could talk to that connection and verify that that agreement is still happening, but as far as her basic questions on 3D Storage, nothing has changed. It is still directing most of the traffic out onto 107<sup>th</sup> Street once you get into the development and the agreement for the storm sewer still runs through the Rotella's property.

Block came up and said that Rotella's met with the people that are developing that storage facility and there was a preliminary agreement that if they develop that property, they would make some improvements to the storm sewer that is on the private property of Rotella's so that it would accommodate not only the capacity that is ultimately needed by Rotella's, but the capacity that would be added by the storage facility as well. He said that if whatever time the storage facility is done there is an agreement, in principle at least, that would happen. Block then received confirmation that there is an agreement in place. He then reiterated Solberg's point that that is not a part of their project or their PUD application. It is a private party that is adjacent to their location.

Sargus asked if Block could address the green space.

Block said that the green space in reference to that particular property is outside of their jurisdiction. He said that there is quite a tree line that exists as you enter Cimarron Woods, which is adjacent to the property that was asked about. He then showed an image of the tree line and existing green space. He said they would not be doing anything to tree line that is there now because it adds a nice landscape buffer between them and the residential area. He also said that the tree line is 20-30% higher than the buildings.

Gahan brought up the noise level and asked if they expected it to go up as the project advances.

Block said that during construction there would be noise, but that it would be short term. He mentioned that the site used to have external intercoms for paging, but that a lot of those have been removed and they are now using cell phones and wireless radios, so that they can cut down on noise that would affect the neighbors. Block then said that the sound from manufacturing noises would not be any louder than it is today.

Dale asked if there is any kind of a timeline they have for the future expansion and when that would begin.

Block pointed on the visual that the areas marked as A1, A2, and A3 are scheduled for construction in the next 1 to 2 years. They are hoping to break ground in the spring for any of those 3 buildings. He said that as a bakery, they do work that is demand driven, especially in the area that is slated as A3. He said that the demand has been adequate enough for Rotella's to ask him to speed up his work on the

project. He anticipates that A1 and A2 would happen very quickly and A3 would be soon after. Block mentioned that A4 would more than likely be done in the next 5 to 6 years.

**Miller closed the public hearing.**

- iv. **Recommendation –Approval: Malmquist moved, seconded by Gahan to recommend approval for the PUD site for industrial campus development as the PUD Site Plan as presented is consistent with the Comprehensive Plan and the Zoning Ordinance. Ayes: Krzywicki, Wetuski, Dale, Sargus Gahan, Circo, Alexander, Miller, and Malmquist Nays: None. Abstain: None. Absent: None. Motion Carried, (9-0)**

**B. Zoning Ordinance Amendment: Sections 2.02 and 5.10 (Adult Daycare)**

- i. **Staff Report – Chris Solberg:** Solberg stated that Adult Daycare Services is a land use category that has grown in demand over the years but has not been identified specifically within the City's Zoning Ordinance. Staff has been contacted regarding a potential project which would have a need for this use, and staff concluded that adult daycare services should be assigned to a zoning district as a permitted use. Staff approves approval of the proposed amendments.
- ii. **Public Hearing – Miller opened the public hearing.**

**Miller closed the public hearing as no members of the public came forward.**

Malmquist asked why they needed to differentiate between daycare services and adult daycare services.

Solberg said that childcare services are more defined in their Zoning Ordinance and that it's more split out because of the state regulations that are related to it, so that's part of the reason why they are differentiating it.

- iii. **Recommendation – Approval: Krzywicki moved, seconded by Alexander to recommend approval of the changes of the Zoning Ordinance in regard to the adult daycare. Ayes: Krzywicki, Wetuski, Dale, Sargus Gahan, Circo, Alexander, Miller, and Malmquist Nays: None. Abstain: None. Absent: None. Motion Carried, (9-0)**

### **C. Zoning Ordinance Amendment: Sections 2.04 and 5.14 (Concrete Batch Plant)**

- i. **Staff Report – Chris Solberg:** Solberg stated that permanent concrete batch plants are currently not addressed in the City's Zoning Ordinance. Staff has been contacted by the Lyman-Richey Corporation regarding a potential project which would expand their plant located on the northwest corner of 96<sup>th</sup> Street and Portal Road. Because concrete batch plants are not listed as a use in the I-2 District, the current use is nonconforming and expansion would not be permitted. Staff has evaluated their proposal and concluded that we would recommend an amendment to allow concrete batch plants as a conditional use in the I-2 District. Staff recommends approval of the proposed amendments.

- ii. **Public Hearing – Miller opened public hearing**

**Miller closed the public hearing as no members of the public came forward.**

Circo asked how these plants were listed before.

Solberg said that it's currently nonconforming and they currently do not have concrete batch plants as a permanent use within the district. They annexed that property after the 2001 Zoning Regulations changes and that was developed prior to that, so that's why it was allowed at that time.

- iii. **Recommendation:** Malmquist moved, seconded by Krzywicki to approve the proposed amendments regarding concrete batch plants. That would be sections 2.04 Definitions C and 5.14 in the Heavy Industrial District. **Ayes: Krzywicki, Wetuski, Dale, Sargus Gahan, Circo, Alexander, Miller, and Malmquist Nays: None. Abstain: None. Absent: None. Motion Carried, (9-0)**

### **D. Zoning Ordinance Amendment: Sections 2.07 and 4.15 (Flags)**

- i. **Staff Report – Chris Solberg:** Solberg stated that upon staff review of Sections 2.07 and 4.15, it was concluded an update to the regulations was warranted. The proposed change to Section 2.07 adds a definition for "Flag" that prohibits the use of flags for commercial purposes. The proposed change to Section 4.15 removed flagpoles from the list of structures exempt from height regulations and created a section that sets the maximum height of flagpoles to 50' or 25% above the accompanying building's height, whichever value is lesser. Staff recommends approval of the proposed amendments.

ii. **Public Hearing – Miller opened public hearing**

**Miller closed the public hearing as no members of the public came forward.**

Circo asked with the height of 50' are we mirroring or looking at cities surrounding La Vista to come up with that number.

Solberg said that we have conducted a significant amount of research and reviewing other local regulations and said that most of them are in the 50-75' range. They decided that 50' was appropriate for the look and feel of a lot of these areas.

Krzywicki asked what the maximum height of a building can be in La Vista right now.

Solberg said it depends on the district that you're in. C-3 District can go up to 90', but there are a lot of other districts where it's much lower than that.

Krzywicki then said that if 90' is the max than it would never be able to be 50' above the building because 25% of 90' is quite a bit less than 50'.

Solberg agreed that it could never be above 50'.

Kottmann asked for clarification where the language says 50' or 25% above the accompanied building's height and asked if the building is 36' tall then they're talking about 9' above 36' or is figured another way.

Solberg said that he believes that is how they are calculating it.

iii. **Recommendation: Circo moved, seconded by Malmquist to approve the Zoning Ordinance Amendment 2.07 and 4.15 for the flag height requirement. **Ayes:** *Krzywicki, Wetuski, Dale, Sargus Gahan, Circo, Alexander, Miller, and Malmquist* **Nays: None. Abstain: None. Absent: None. Motion Carried, (9-0)****

**E. Corridor 84 Streetscape Plan**

i. **Staff Report – Chris Solberg:** Solberg showed a presentation about the 84 Streetscape Plan. He said that they have been working diligently on the Streetscape Plan on 84<sup>th</sup> Street since last July, when they hired the consultant. They've had a number of public input processes and have had very good public input throughout the process. The Design Workshop worked together with them to create a project

vision for this. Solberg then presented the commission with visuals of what the 84<sup>th</sup> Streetscape will look like as well as the process and timeline for the project.

Sargus asked if there were two options for what the Streetscape would look like.

Solberg said that there had been and it shows in the book which option was selected. He said that the selected option was more of a mashup of other selections.

Malmquist mentioned that they had in front of them an implementation of the cost opinion and it was pointed out to her was the addition of the artistic overhead bridge and wanted to verify that that was the correct change she was supposed to be looking at.

Solberg said that there were actually numerous changes, but they looked it over with their consultant to try and clarify everything a little bit better. The additional changes included the adding of utilities as a contingency because they know that's going to fluctuate with what they find once they get into the final construction document preparation process as well as arches and they wanted to break that out a little bit further to create a more realistic cost aspect.

Gahan asked if they are costs that are bore by the city.

Solberg said yes.

- ii. **Public Hearing – Miller opened public hearing**
- iii. **Recommendation:** Gahan moved, seconded by Malmquist to recommend approval for the Corridor 84 Streetscape plan. **Ayes: Krzywicki, Wetuski, Dale, Sargus Gahan, Circo, Alexander, Miller, and Malmquist Nays: None. Abstain: None. Absent: None. Motion Carried, (9-0)**

## **5. Comments from the Floor**

No members of the public were present.

## **6. Comments from the Planning Commission**

None.

## **7. Comments from Staff**

Solberg said that the Streetscape Plan will be going to City Council on September 18<sup>th</sup>. He also mentioned that they received on their desk the first draft of a flyer that the Metro District sent out regarding a workshop that is being held on September 14<sup>th</sup> and is geared a lot toward what they do as a planning commission. The city will pay for them to attend and it is being held in Sarpy County. He told the commissioners to let someone on staff know if they are interested in attending.

**8. Adjournment**

**Miller adjourned the meeting at 7:48 p.m.**

Reviewed by Planning Commission:

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Planning Commission Secretary

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Planning Commission Chairperson

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Approval Date

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the ten months ending July 31, 2018**  
**83% of the Fiscal Year 2018**

**Preliminary**

	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of budget <u>Used</u>
<b>REVENUES</b>					
General Fund	\$ 16,914,117	\$ 986,871	\$ 11,638,120	\$ (5,275,997)	69%
Sewer Fund	4,243,469	545,438	3,428,568	(814,901)	81%
Debt Service Fund	5,496,931	255,002	3,477,117	(2,019,814)	63%
Lottery Fund	1,395,461	99,132	982,648	(412,813)	70%
Economic Development Fund	30,060	-	16,556,770	16,526,710	
Off Street Parking Fund	514	-	-	(514)	0%
Redevelopment Fund	2,531,484	184,037	1,555,736	(975,748)	61%
Police Academy	80,012	862	80,862	850	101%
<b>Total Revenues</b>	<b>30,692,048</b>	<b>2,071,341</b>	<b>37,719,821</b>	<b>7,027,773</b>	<b>123%</b>

**EXPENDITURES**

General Fund	17,633,989	1,165,004	12,679,641	(4,954,348)	72%
Sewer Fund	3,644,947	259,038	1,831,101	(1,813,846)	50%
Debt Service Fund	4,481,471	1,029,668	3,576,376	(905,095)	80%
Lottery Fund	692,994	44,940	435,712	(257,282)	63%
Economic Development Fund	16,425,000	236	17,852,212	1,427,212	109%
Off Street Parking Fund	585,523	2,355	563,445	(22,078)	96%
Redevelopment Fund	1,025,825	631,395	12,378,136	11,352,311	
Police Academy	91,728	10,706	68,409	(23,319)	75%
<b>Total Expenditures</b>	<b>44,581,477</b>	<b>3,143,341</b>	<b>49,385,032</b>	<b>4,803,555</b>	<b>111%</b>

**REVENUES NET OF EXPENDITURES**

General Fund	(719,872)	(178,133)	(1,041,521)	(321,649)
Sewer Fund	598,522	286,399	1,597,467	998,945
Debt Service Fund	1,015,460	(774,666)	(99,258)	(1,114,718)
Lottery Fund	702,467	54,192	546,936	(155,531)
Economic Development Fund	(16,394,940)	(236)	(1,295,442)	15,099,498
Off Street Parking Fund	(585,009)	(2,355)	(563,445)	21,564
Redevelopment Fund	1,505,659	(447,357)	(10,822,399)	(12,328,058)
Police Academy	(11,716)	(9,844)	12,452	24,168
<b>Revenues Net of Expenditures</b>	<b>(13,889,429)</b>	<b>(1,072,000)</b>	<b>(11,665,211)</b>	<b>2,224,218</b>

**Capital Improvement Program Fund**

<b>REVENUES</b>	<b>117</b>	<b>-</b>	<b>-</b>	<b>(117)</b>	<b>0%</b>
<b>EXPENDITURES</b>	<b>28,044,751</b>	<b>1,341,892</b>	<b>5,704,710</b>	<b>(22,340,041)</b>	<b>20%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(28,044,634)</b>	<b>(1,341,892)</b>	<b>(5,704,710)</b>	<b>22,339,924</b>	
<b>TRANSFERS IN &amp; BOND PROCEEDS</b>	<b>28,044,751</b>	<b>1,639,011</b>	<b>5,395,332</b>	<b>(22,649,419)</b>	<b>19%</b>
<b>Net Activity</b>	<b>117</b>	<b>297,119</b>	<b>(309,378)</b>	<b>(309,495)</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the ten months ending July 31, 2018**  
**83% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Budget</u> (12 month)	<u>MTD</u> Actual	<u>YTD</u> Actual	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>TRANSFERS IN &amp; BOND PROCEEDS</b>					
General Fund	93,625	-	53,131	(40,494)	57%
Sewer Fund	-	-	3,143	3,143	0%
Debt Service Fund	-	-	-	-	-
Capital Improvement Program Fund	28,044,751	1,639,011	5,395,332	(22,649,419)	19%
Lottery Fund	-	-	-	-	-
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	-	526,191	(63,809)	89%
Redevelopment Fund	19,857,507	-	18,764,286	(1,093,221)	94%
Police Academy	20,000	20,000	20,000	-	100%
Transfers In	<b>49,205,883</b>	<b>1,659,011</b>	<b>25,362,083</b>	<b>(23,843,800)</b>	<b>52%</b>
<b>TRANSFERS OUT</b>					
General Fund	(1,210,000)	(20,000)	(1,164,580)	45,420	96%
Sewer Fund	(380,000)	-	-	380,000	0%
Debt Service Fund	(5,528,600)	(238,073)	(1,157,691)	4,370,909	21%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(372,269)	(7,940)	(87,794)	284,475	24%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	(21,857,507)	(1,392,997)	(4,187,732)	17,669,775	19%
Police Academy	-	-	-	-	-
Transfers Out	<b>(29,348,376)</b>	<b>(1,659,011)</b>	<b>(6,597,798)</b>	<b>22,750,578</b>	<b>22%</b>
<b>NET TRANSFERS &amp; BOND PROCEEDS</b>					
General Fund	(1,116,375)	(20,000)	(1,111,449)	4,926	100%
Sewer Fund	(380,000)	-	3,143	383,143	-
Debt Service Fund	(5,528,600)	(238,073)	(1,157,691)	4,370,909	21%
Capital Improvement Program Fund	28,044,751	1,639,011	5,395,332	(22,649,419)	19%
Lottery Fund	(372,269)	(7,940)	(87,794)	284,475	24%
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	-	526,191	(63,809)	89%
Redevelopment Fund	(2,000,000)	(1,392,997)	14,576,554	16,576,554	-
Police Academy	20,000	20,000	20,000	-	100%
Bond Proceeds	<b>19,857,507</b>	<b>0</b>	<b>18,764,286</b>	<b>(1,093,221)</b>	<b>94%</b>
<b>NET FUND ACTIVITY</b>					
General Fund	(1,836,247)	(198,133)	(2,152,970)	(316,723)	-
Sewer Fund	218,522	286,399	1,600,610	1,382,088	-
Debt Service Fund	(4,513,140)	(1,012,739)	(1,256,949)	3,256,191	-
Capital Improvement Program Fund	117	297,119	(309,378)	(309,495)	-
Lottery Fund	330,198	46,252	459,142	128,944	-
Economic Development Fund	(15,794,940)	(236)	(695,442)	15,099,498	-
Off Street Parking Fund	4,991	(2,355)	(37,254)	(42,245)	-
Redevelopment Fund	(494,341)	(1,840,355)	3,754,154	4,248,495	-
Police Academy	8,284	10,156	32,452	24,168	-
Net Activity	<b>\$ (22,076,556)</b>	<b>\$ (2,413,892)</b>	<b>\$ 1,394,365</b>	<b>\$ 23,470,921</b>	<b>-</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the ten months ending July 31, 2018**  
**83% of the Fiscal Year 2018**

<b>Preliminary</b>	<b>General Fund</b>					<b>% of budget Used</b>
	<b>Budget (12 month)</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>		
<b>REVENUES</b>						
Property Taxes	\$ 6,593,220	\$ 121,739	\$ 4,245,787	\$ (2,347,433)		64%
Sales and use taxes	5,028,839	358,961	3,042,551	(1,986,288)		61%
Payments in Lieu of taxes	275,000	-	253,054	(21,946)		92%
State revenue	1,720,423	159,689	1,446,071	(274,352)		84%
Occupation and franchise taxes	1,070,492	95,073	767,860	(302,632)		72%
Hotel Occupation Tax	997,500	136,835	832,847	(164,653)		83%
Licenses and permits	537,536	45,714	571,500	33,964		106%
Interest income	20,568	4,448	41,032	20,464		199%
Recreation fees	153,455	32,623	157,703	4,248		103%
Special Services	23,889	3,041	17,696	(6,193)		74%
Grant Income	256,759	14,792	112,480	(144,279)		44%
Other	236,436	13,957	149,540	(86,896)		63%
<b>Total Revenues</b>	<b>16,914,117</b>	<b>986,871</b>	<b>11,638,120</b>	<b>(5,275,997)</b>		<b>69%</b>
<b>EXPENDITURES</b>						
Current:						
Administrative Services	879,230	51,790	628,838	(250,392)		72%
Mayor and Council	234,444	12,153	154,437	(80,007)		66%
Boards & Commissions	10,133	27	5,920	(4,213)		58%
Public Buildings & Grounds	543,114	32,777	301,721	(241,393)		56%
Administration	785,352	53,324	552,263	(233,089)		70%
Police and Animal Control	4,801,966	356,979	3,828,148	(973,818)		80%
Fire	2,131,593	524	1,532,432	(599,161)		72%
Community Development	627,525	56,979	492,916	(134,609)		79%
Public Works	3,678,248	219,404	2,644,815	(1,033,433)		72%
Recreation	831,878	82,419	589,532	(242,346)		71%
Library	834,933	55,126	630,479	(204,454)		76%
Information Technology	244,423	21,144	224,271	(20,152)		92%
Human Resources	977,744	62,219	562,827	(414,917)		58%
Public Transportation	98,664	8,291	67,933	(30,731)		69%
Capital outlay	954,742	151,847	463,108	(491,634)		49%
<b>Total Expenditures</b>	<b>17,633,989</b>	<b>1,165,004</b>	<b>12,679,641</b>	<b>(4,954,348)</b>		<b>72%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(719,872)</b>	<b>(178,133)</b>	<b>(1,041,521)</b>	<b>(321,649)</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (Lottery)	93,625	-	53,131	(40,494)		57%
Operating transfers out (EDF, OSP, CIP)	(1,210,000)	(20,000)	(1,164,580)	45,420		96%
Bond/registered warrant proceeds	-	-	-	-		0%
<b>Total other Financing Sources (Uses)</b>	<b>(1,116,375)</b>	<b>(20,000)</b>	<b>(1,111,449)</b>	<b>4,926</b>		<b>100%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES</b>						
<b>AND OTHER FINANCING USES</b>	<b>\$ (1,836,247)</b>	<b>\$ (198,133)</b>	<b>\$ (2,152,970)</b>	<b>\$ (316,723)</b>		

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
For the ten months ending July 31, 2018  
83% of the Fiscal Year 2018

<b>Preliminary</b>	<b>Sewer Fund</b>					<b>% of Budget Used</b>
	<b>Budget</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>(Under) Budget</b>		
<b>REVENUES</b>						
User fees	\$ 4,023,015	\$ 514,060	\$ 3,244,484	\$ (778,531)		81%
Service charge and hook-up fees	206,806	30,846	173,792	(33,014)		84%
Grant Income	10,000	-	-	(10,000)		0%
Miscellaneous (MUD old SID refunds)	457	19	6,323	5,866		
<b>Total Revenues</b>	<b>4,240,278</b>	<b>544,925</b>	<b>3,424,599</b>	<b>(815,679)</b>		<b>81%</b>
<b>EXPENDITURES</b>						
General & Administrative	172,093	12,765	135,559	(36,534)		79%
Maintenance	3,355,372	241,195	1,619,160	(1,736,212)		48%
Storm Water Grant	56,002	2,003	26,814	(29,188)		48%
Capital Outlay	61,480	3,076	49,568	(11,912)		81%
<b>Total Expenditures</b>	<b>3,644,947</b>	<b>259,038</b>	<b>1,831,101</b>	<b>(1,813,846)</b>		<b>50%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>595,331</b>	<b>285,886</b>	<b>1,593,498</b>	<b>998,167</b>		
<b>NON-OPERATING REVENUE (EXPENSE)</b>						
Interest income	3,191	513	3,969	778		124%
	<u>3,191</u>	<u>513</u>	<u>3,969</u>	<u>778</u>		<u>124%</u>
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<b>598,522</b>	<b>286,399</b>	<b>1,597,467</b>	<b>998,945</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (Lottery Events)	-	-	3,143	3,143		0%
Operating transfers out (CIP)	(380,000)	-	-	380,000		0%
<b>Total other Financing Sources (Uses)</b>	<b>(380,000)</b>	<b>-</b>	<b>3,143</b>	<b>383,143</b>		<b>-1%</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 218,522</b>	<b>\$ 286,399</b>	<b>\$ 1,600,610</b>	<b>\$ 1,382,088</b>		

Note: City of Omaha billing (Maintenance Expense) in arrears for April, May, June, July estimated at \$800,000.

Adjusted (Under) Over Budget \$582,088.

October includes Big Papio Creek Siphon maintenance expense of \$74,549.

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the ten months ending July 31, 2018**  
**83% of the Fiscal Year 2018**

<b>Preliminary</b>	<b>Debt Service Fund</b>					<b>% of budget Used</b>
	<b>Budget</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>		
<b>REVENUES</b>						
Property Taxes	\$ 2,110,551	\$ 28,373	\$ 1,323,158	\$ (787,393)		63%
Sales and use taxes	2,514,420	179,480	1,521,275	(993,145)		61%
Payments in Lieu of taxes	15,000	-	86,409	71,409		576%
Interest income	10,117	3,661	30,667	20,550		303%
Other (Special Assessments; Fire Reimbursmnt)	846,843	43,487	515,608	(331,235)		61%
<b>Total Revenues</b>	<b>5,496,931</b>	<b>255,002</b>	<b>3,477,117</b>	<b>(2,019,814)</b>		<b>63%</b>
<b>EXPENDITURES</b>						
Current:						
Administration	90,000	186	19,879	(70,121)		22%
Fire Contract Bond	300,056	-	241,070	(58,986)		80%
Debt service						
Principal	3,123,200	985,000	2,815,000	(308,200)		90%
Interest	968,215	44,481	500,426	(467,789)		52%
<b>Total Expenditures</b>	<b>4,481,471</b>	<b>1,029,668</b>	<b>3,576,376</b>	<b>(905,095)</b>		<b>80%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>1,015,460</b>	<b>(774,666)</b>	<b>(99,258)</b>	<b>(1,114,718)</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (Lottery Bond)	-	-	-	-		0%
Operating transfers out (CIP)	(5,528,600)	(238,073)	(1,157,691)	4,370,909		21%
Bond/registered warrant proceeds	-	-	-	-		0%
<b>Total other Financing Sources (Uses)</b>	<b>(5,528,600)</b>	<b>(238,073)</b>	<b>(1,157,691)</b>	<b>4,370,909</b>		
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>						
	\$ <b>(4,513,140)</b>	\$ <b>(1,012,739)</b>	\$ <b>(1,256,949)</b>	\$ <b>3,256,191</b>		

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the ten months ending July 31, 2018**  
**83% of the Fiscal Year 2018**

	<u>Preliminary</u>	<u>Capital Fund</u>				<u>% of budget Used</u>
		<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	
<b><u>REVENUES</u></b>						
Interest income	\$ 117	\$ -	\$ -	\$ (117)		0%
Grant Income	-	-	-	-		0%
Interagency	-	-	-	-		0%
<b>Total Revenues</b>	<b>117</b>	<b>-</b>	<b>-</b>	<b>(117)</b>		<b>0%</b>
<b><u>EXPENDITURES</u></b>						
Current:						
Capital outlay	28,044,751	1,341,892	5,704,710	(22,340,041)		20%
<b>Total Expenditures</b>	<b>28,044,751</b>	<b>1,341,892</b>	<b>5,704,710</b>	<b>(22,340,041)</b>		<b>20%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(28,044,634)</b>	<b>(1,341,892)</b>	<b>(5,704,710)</b>	<b>22,339,924</b>		
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Operating transfers in	28,044,751	1,639,011	5,395,332	(22,649,419)		19%
Operating transfers out	-	-	-	-		0%
Bond/registered warrant proceeds	-	-	-	-		0%
<b>Total other Financing Sources (Uses)</b>	<b>28,044,751</b>	<b>1,639,011</b>	<b>5,395,332</b>	<b>(22,649,419)</b>		<b>19%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>						
	\$ 117	\$ 297,119	\$ (309,378)	\$ (309,495)		

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the ten months ending July 31, 2018**  
**83% of the Fiscal Year 2018**

<b>Preliminary</b>	<b>Lottery Fund</b>					<b>% of budget Used</b>
	<b>Budget (12 month)</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>		
<b>REVENUES</b>						
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 69,124	\$ 686,101	\$ (313,899)		69%
Lottery Tax Form 51	360,000	27,528	274,221	(85,779)		76%
Event Revenue	25,700	-	129	(25,571)		1%
Interest income	9,761	2,480	22,197	12,436		227%
Miscellaneous / Other	-		-	-		0%
<b>Total Revenues</b>	<b>1,395,461</b>	<b>99,132</b>	<b>982,648</b>	<b>(412,813)</b>		<b>70%</b>
<b>EXPENDITURES</b>						
Current:						
Professional Services	200,493	12,411	82,829	(117,664)		41%
Salute to Summer	30,498	413	29,489	(1,009)		97%
Community Events	9,349	256	10,330	981		110%
Events - Marketing	27,228	3,733	29,516	2,288		108%
Recreation Events	9,683	2,598	5,328	(4,355)		55%
Concert & Movie Nights	10,506	(2,000)	4,000	(6,506)		38%
Travel & Training	45,237	-	-	(45,237)		0%
State Taxes	360,000	27,528	274,221	(85,779)		76%
Other	-		-	-		0%
Capital outlay	-	-	-	-		0%
<b>Total Expenditures</b>	<b>692,994</b>	<b>44,940</b>	<b>435,712</b>	<b>(257,282)</b>		<b>63%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>702,467</b>	<b>54,192</b>	<b>546,936</b>	<b>(155,531)</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in	-	-	-	-		
Operating transfers out	(372,269)	(7,940)	(87,794)	284,475		24%
Bond/registered warrant proceeds	-	-	-	-		
<b>Total other Financing Sources (Uses)</b>	<b>(372,269)</b>	<b>(7,940)</b>	<b>(87,794)</b>	<b>284,475</b>		<b>24%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>						
	\$ 330,198	\$ 46,252	\$ 459,142	\$ 128,944		

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the ten months ending July 31, 2018  
83% of the Fiscal Year 2018

<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>
<b>REVENUES</b>					
JQH Payment	-	-	16,556,770	16,556,770	
Interest income	<u>30,060</u>	-	-	(30,060)	
<b>Total Revenues</b>	<b><u>30,060</u></b>	<b>-</b>	<b>16,556,770</b>	<b>16,526,710</b>	<b></b>
<b>EXPENDITURES</b>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	5,000	236	736	(4,264)	15%
Debt service: (Warrants)					0%
Principal	16,420,000	-	16,420,000	-	100%
Interest	-	-	1,431,476	1,431,476	0%
<b>Total Expenditures</b>	<b><u>16,425,000</u></b>	<b>236</b>	<b>17,852,212</b>	<b>1,427,212</b>	<b>109%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b><u>(16,394,940)</u></b>	<b>(236)</b>	<b>(1,295,442)</b>	<b>15,099,498</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	600,000	-	600,000	-	100%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b><u>600,000</u></b>	<b>-</b>	<b>600,000</b>	<b>-</b>	<b>100%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	<b>\$ <u>(15,794,940)</u></b>	<b>\$ (236)</b>	<b>\$ (695,442)</b>	<b>\$ 15,099,498</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the ten months ending July 31, 2018**  
**83% of the Fiscal Year 2018**

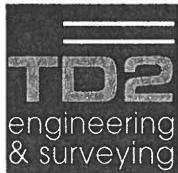
	<u>Preliminary</u>	<u>Off Street Parking</u>				<u>% of budget Used</u>
		<u>Budget (12 month)</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	
<b><u>REVENUES</u></b>						
Interest income		<u>514</u>	<u>-</u>	<u>-</u>	<u>(514)</u>	<u>0%</u>
<b>Total Revenues</b>		<b><u>514</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>(514)</u></b>	<b><u>0%</u></b>
<b><u>EXPENDITURES</u></b>						
Current:						
General & Administrative		<u>20,518</u>	<u>2,355</u>	<u>10,959</u>	<u>(9,559)</u>	<u>53%</u>
Professional Services			<u>-</u>	<u>-</u>		<u>0%</u>
Maintenance		<u>19,890</u>	<u>-</u>	<u>7,371</u>	<u>(12,519)</u>	<u>37%</u>
Debt service: (Warrants)						
Principal		<u>470,000</u>	<u>-</u>	<u>470,000</u>	<u>-</u>	<u>100%</u>
Interest		<u>75,115</u>	<u>-</u>	<u>75,115</u>	<u>-</u>	<u>100%</u>
<b>Total Expenditures</b>		<b><u>585,523</u></b>	<b><u>2,355</u></b>	<b><u>563,445</u></b>	<b><u>(22,078)</u></b>	<b><u>96%</u></b>
<b>REVENUES NET OF EXPENDITURES</b>		<b><u>(585,009)</u></b>	<b><u>(2,355)</u></b>	<b><u>(563,445)</u></b>	<b><u>21,564</u></b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Operating transfers in		<u>590,000</u>	<u>-</u>	<u>526,191</u>	<u>(63,809)</u>	<u>89%</u>
Operating transfers out						<u>0%</u>
Bond/registered warrant proceeds			<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
<b>Total other Financing Sources (Uses)</b>		<b><u>590,000</u></b>	<b><u>-</u></b>	<b><u>526,191</u></b>	<b><u>(63,809)</u></b>	<b><u>89%</u></b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>						
		<u>\$ 4,991</u>	<u>\$ (2,355)</u>	<u>\$ (37,254)</u>	<u>\$ (42,245)</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the ten months ending July 31, 2018**  
**83% of the Fiscal Year 2018**

	<b>Redevelopment Fund</b>				
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over( <u>under</u> ) <u>Budget</u>	% of budget <u>Used</u>
<b>REVENUES</b>					
Sales and use taxes	2,514,420	179,480	1,521,275	(993,145)	61%
Interest income	17,064	4,557	34,461	17,397	202%
<b>Total Revenues</b>	<b>2,531,484</b>	<b>184,037</b>	<b>1,555,736</b>	<b>(975,748)</b>	<b>61%</b>
<b>EXPENDITURES</b>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	55,000	265	265,612	210,612	
Financial / Legal Fees	51,000	30,571	224,317	173,317	
Debt service: (Warrants)					
Principal	395,000	280,000	11,495,000	11,100,000	
Interest	524,825	320,559	393,207	(131,618)	75%
<b>Total Expenditures</b>	<b>1,025,825</b>	<b>631,395</b>	<b>12,378,136</b>	<b>11,352,311</b>	
<b>REVENUES NET OF EXPENDITURES</b>	<b>1,505,659</b>	<b>(447,357)</b>	<b>(10,822,399)</b>	<b>(12,328,058)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(21,857,507)	(1,392,997)	(4,187,732)	17,669,775	19%
Bond/registered warrant proceeds	19,857,507	-	18,764,286	(1,093,221)	94%
<b>Total other Financing Sources (Uses)</b>	<b>(2,000,000)</b>	<b>(1,392,997)</b>	<b>14,576,554</b>	<b>16,576,554</b>	
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (494,341)</b>	<b>\$ (1,840,355)</b>	<b>\$ 3,754,154</b>	<b>\$ 4,248,495</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the ten months ending July 31, 2018**  
**83% of the Fiscal Year 2018**

	<b>Police Academy Fund</b>				
	<u>Budget</u> (12 month)	<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>
<b>REVENUES</b>					
Other Income	80,000	862	80,862	862	101%
Interest income	12	-	-	(12)	0%
<b>Total Revenues</b>	<b>80,012</b>	<b>862</b>	<b>80,862</b>	<b>850</b>	<b>101%</b>
<b>EXPENDITURES</b>					
Current:					
Personnel Services	72,228	5,744	53,461	(18,767)	74%
Commodities	3,500	1,308	2,665	(835)	76%
Contract Services	11,000	1,343	5,744	(5,256)	52%
Other Charges	5,000	2,311	6,539	1,539	131%
<b>Total Expenditures</b>	<b>91,728</b>	<b>10,706</b>	<b>68,409</b>	<b>(23,319)</b>	<b>75%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(11,716)</b>	<b>(9,844)</b>	<b>12,452</b>	<b>24,168</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	20,000	20,000	20,000	-	100%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>-</b>	<b>-</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ 8,284	\$ 10,156	\$ 32,452	\$ 24,168	



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

INVOICE

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

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

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

Invoice number 127675  
Date 08/29/2018  
Project 0171-414 CITY PARKING DISTRICT  
ACCESS IMPROVEMENTS - DRAINAGE

Professional Services from February 19, 2018 through August 12, 2018

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 3 - Topographic Survey (Alt Area Between Bldgs)	2,025.00	0.00	2,025.00	0.00
Task 4 - Design Drainage Impr N Side of Old Giles Road	21,145.00	6,915.00	14,230.00	0.00
Task 5 - Design Grading & Drainage Impr N Side of Old Giles Rd	9,805.00	1,035.92	4,869.08	3,900.00
Task 6 - Design Drainage Impr S Side of Old Giles Road	21,565.00	7,511.25	14,053.75	0.00
Task 7 - Construction Phase Services	16,740.00	145.00	16,595.00	0.00
Total	71,280.00	15,607.17	51,772.83	3,900.00

Invoice total 3,900.00

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
127675	08/29/2018	3,900.00	3,900.00				
	Total	3,900.00	3,900.00	0.00	0.00	0.00	0.00

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

O.K. to pay

efMK 9-5-2018

05.71.0899.003

Consent Agenda 9/18/18  
(Re)

A-6



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

INVOICE

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

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

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

Invoice number 127631  
Date 08/24/2018

Project 0171-18 CITY OF LA VISTA MISC.  
SERVICES, 2018, SURVEY

Professional Services from July 20, 2018 through August 24, 2018

0171-18-002 JOSEPHINE STREET RIGHT-OF-WAY EAST OF 69TH STREET BETWEEN LOTS 125 & 126,  
LAVISTA REPLAT, SARPY COUNTY, NEBRASKA

Description	Current Billed
Prepare Surveyor's Certificate & Topographic Survey - Eberle Walden Park	1,676.00
<b>Total</b>	<b>1,676.00</b>

Invoice total 1,676.00 ←

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

FMK 9-5-2018

05.71.0914.003

Consent Agenda 9/8/18

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 4

To Owner: City of LaVista  
John Kottmann  
9900 Portal Road  
LaVista, NE 68128

From Contractor: Hawkins Construction Company  
Via Architect: DLR Group Matthew Gulsvig  
P.O. Box 9008  
Omaha, NE 68109

Contract For:

Project: 3146- LaVista Garage District 2 Structure  
Application No.: 1

Period To: 8/30/2018

Project Nos: DLR-10-17105-00 Hawkins  
3146

Contract Date: 1/2/2018

Distribution to:  
 Owner  
 Architect  
 Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum ..... \$3,863,000.00
2. Net Change By Change Order ..... \$81,840.91
3. Contract Sum To Date ..... \$3,944,840.91
4. Total Completed and Stored To Date ..... \$381,339.80
5. Retainage :
  - a. 10.00% of Completed Work \$32,133.98
  - b. 10.00% of Stored Material \$6,000.00
- Total Retainage ..... \$38,133.98
6. Total Earned Less Retainage ..... \$343,205.82
7. Less Previous Certificates For Payments ..... \$148,970.52
8. Current Payment Due ..... \$194,235.30
9. Balance To Finish, Plus Retainage ..... \$3,601,635.09

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$81,840.91	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$81,840.91	\$0.00
Net Changes By Change Order	\$81,840.91	

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

CONTRACTOR: Hawkins Construction Company

By:  Date: 8/22/2018

State of: Nebraska  
Subscribed and sworn to before me this 22<sup>nd</sup> day of August 2018  
Notary Public:  My Commission Expires: My Comm. Exp. November 2018

County of: Douglas  
day of August 2018  
GENERAL NOTARY - State of Nebraska:  
JEFF FUQUA  
My Comm. Exp. November 2018

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

O.K. to pay  
8/22/2018  
AMOUNT CERTIFIED \$14,235.30 05.71.0505.003

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

ARCHITECT: DLR Group Matthew Gulsvig  
By:  Date: 8/22/2018

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

A. 7

Consent Agenda 9/10/18

# CONTINUATION SHEET

Application and Certification for Payment, containing  
Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice # : 4 Contract : 3146- LaVista Garage District 2 Structure 1

Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	H	I Retainage
			From Previous Application (D+E)	This Period In Place (D+E+F)						
1	Bond	26,347.00	26,347.00	0.00	0.00	26,347.00	100.00%	0.00	0.00	2,634.70
2	Allowances	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00	0.00	0.00
3	Concrete Paving and Sidewalks	47,100.00	0.00	0.00	0.00	0.00	0.00%	47,100.00	0.00	0.00
4	Concrete Formwork	797,800.00	0.00	690.00	0.00	690.00	0.09%	797,110.00	69.00	69.00
5	Concrete Reinforcing	279,500.00	0.00	20,000.00	60,000.00	80,000.00	28.62%	199,500.00	8,000.00	8,000.00
6	C.I.P. Foundations	107,900.00	0.00	24,295.00	0.00	24,295.00	22.52%	83,605.00	2,429.50	2,429.50
7	C.I.P. Slab on Grade	439,900.00	0.00	0.00	0.00	0.00	0.00%	439,900.00	0.00	0.00
8	C.I.P. Walls & Columns	150,200.00	0.00	1,175.00	0.00	1,175.00	0.78%	149,025.00	117.50	117.50
9	C.I.P. Elevated Decks	440,453.00	0.00	0.00	0.00	0.00	0.00%	440,453.00	0.00	0.00
10	Post-tensioned Concrete	159,200.00	0.00	0.00	0.00	0.00	0.00%	159,200.00	0.00	0.00
11	Concrete Curing	20,900.00	0.00	0.00	0.00	0.00	0.00%	20,900.00	0.00	0.00
12	Precast Architectural Concrete	84,300.00	0.00	1,500.00	0.00	1,500.00	1.78%	82,800.00	150.00	150.00
13	Unit Masonry	158,500.00	0.00	0.00	0.00	0.00	0.00%	158,500.00	0.00	0.00
14	Metals	135,600.00	11,932.80	0.00	0.00	11,932.80	8.80%	123,667.20	1,193.28	1,193.28
15	Wood, Plastics and Composites	4,500.00	0.00	0.00	0.00	0.00	0.00%	4,500.00	0.00	0.00
16	Garage Waterproothing System	24,600.00	0.00	0.00	0.00	0.00	0.00%	24,600.00	0.00	0.00
17	Self-Adhering Sheet Waterproothing	8,400.00	0.00	0.00	0.00	0.00	0.00%	8,400.00	0.00	0.00
18	Water Repellents	900.00	0.00	0.00	0.00	0.00	0.00%	900.00	0.00	0.00
19	Thermal Insulation	3,200.00	0.00	0.00	0.00	0.00	0.00%	3,200.00	0.00	0.00
20	Metal Framing, Sheathing, DEFS	15,500.00	0.00	0.00	0.00	0.00	0.00%	15,500.00	0.00	0.00
21	Fluid-Applied Membrane Air Barriers	6,400.00	0.00	0.00	0.00	0.00	0.00%	6,400.00	0.00	0.00
22	TPO Roofing, Sheet Metal, Roof Expa	11,800.00	0.00	0.00	0.00	0.00	0.00%	11,800.00	0.00	0.00
23	Joint Sealants, Joint Firestopping, Pref	41,100.00	0.00	0.00	0.00	0.00	0.00%	41,100.00	0.00	0.00
24	HM Doors, Frames and Hardware	15,700.00	0.00	0.00	0.00	0.00	0.00%	15,700.00	0.00	0.00
25	Alum, Sotefronts, Glazing, Fire-Resist	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00	0.00
26	High-Performance Coatings	64,900.00	0.00	0.00	0.00	0.00	0.00%	64,900.00	0.00	0.00
27	Fire Protection Cabinets & Extinguishe	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00	0.00
28	Signage	19,800.00	0.00	0.00	0.00	0.00	0.00%	19,800.00	0.00	0.00
29	Parking Access and Revenue Control	103,400.00	0.00	0.00	0.00	0.00	0.00%	103,400.00	0.00	0.00
30	Fire Suppression Systems	16,400.00	0.00	0.00	0.00	0.00	0.00%	16,400.00	0.00	0.00
31	Plumbing & Site Utilities	170,600.00	27,925.00	77,075.00	0.00	105,000.00	61.55%	65,600.00	10,500.00	10,500.00
32	HVAC	11,800.00	0.00	0.00	0.00	0.00	0.00%	11,800.00	0.00	0.00





## RELEASE & WAIVER

The undersigned Hawkins Construction Company has been employed by the City of La Vista, to furnish labor, services, material, fixtures, apparatus or machinery for said premises, which are known as Off-Street Parking District No. 2 – Structure No. 1 in or near the City of La Vista, State of Nebraska; for and in consideration \$148,970.52 representing the cumulative amount paid to the undersigned, receipt whereof is hereby acknowledged, does hereby waive, release and surrender any and all lien or claim (or any right of lien or claim) for labor, services, material, fixtures, apparatus or machinery furnished up to and including July 31, 2018.

This Release & Waiver constitutes a PARTIAL release, satisfaction and waiver of claim or lien against City of La Vista or other party that may be liable therefore, whether based on contract or otherwise, including statutory liens or similar claims.

DATE:

8/22/2018

(signing dated)

COMPANY:

Hawkins Construction Co.

(Company signing the waiver)

OFFICER:

(Officer of signing company)

TITLE:

Vice President

(Officer's title of signing Company)



Architecture Engineering Planning Interiors

6457 Frances Street, Suite 200  
Omaha, NE 68106

August 29, 2018

John Kottmann  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Re: 84<sup>th</sup> Street Redevelopment Area  
Public Improvement Redevelopment Project  
Off-Street Parking District No. 2 – Structure No. 1  
DLR Group Project No. 10-17105-00

Dear John:

Enclosed is Application and Certificate for Payment No. 4 submitted by Hawkins Construction Company in the amount of \$194,235.30.

We have reviewed this application and recommend payment be made to the contractor.

If you have any questions or require further information, please contact me.

Sincerely,

DLR Group

A handwritten signature in black ink that reads 'Kenneth P. West'.

Kenneth P. West  
Principal

KW:pn

Enclosure

cc: Hawkins Construction Company

A-8



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

INVOICE

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

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

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

Invoice number 127569  
Date 08/21/2018

Project 0171-417 LA VISTA PHASE 1 GOLF  
COURSE TRANSFORMATION -  
PROPOSED LAKE IMPROVEMENTS

Professional Services through August 12, 2018

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
<b>Construction Staking - Sanitary Sewer Relocation Phase 2</b>	3,000.00	0.00	3,000.00	0.00
<b>Construction Staking - Trail Phase 2</b>	5,000.00	0.00	5,000.00	0.00
<b>Pre-Construction "As-Built" Survey Phase 2</b>	7,500.00	0.00	7,500.00	0.00
<b>Post Construction "As-Built Survey Phase 2</b>	7,500.00	0.00	7,500.00	0.00
<b>Construction Administration - Sanitary Sewer Relocation Ph 2</b>	7,500.00	0.00	6,942.30	557.70
<b>Meetings</b>	8,000.00	0.00	8,000.00	0.00
<b>Construction Testing - Sanitary Sewer Relocation Phase 2</b>	25,000.00	0.00	25,000.00	0.00
<b>Construction Testing - Trail Phase 2</b>	15,000.00	0.00	15,000.00	0.00
<b>3D Video Update Phase 2</b>	5,500.00	0.00	270.61	5,229.39
<b>Total</b>	<b>84,000.00</b>	<b>0.00</b>	<b>78,212.91</b>	<b>5,787.09</b>

Invoice total 5,787.09

←

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
127569	08/21/2018	5,787.09	5,787.09				
		<b>Total</b>	<b>5,787.09</b>	<b>5,787.09</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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  
BMK 9-6-2018  
16.71.0942.003

Consent Agenda 9/18/18 (12)

**Design Workshop, Inc.**  
 Landscape Architecture  
 Planning  
 Urban Design

September 4, 2018  
 Invoice No: 0059994

Cindy Miserez  
 City of La Vista  
 8116 Parkview Blvd.  
 La Vista, NE 68128

**Current Invoice Total** **\$681.58**

Project 005806.00 84th Streetscape Plan  
 Professional Planning and Design Services.

**Professional Services from August 1, 2018 to August 31, 2018**

Task 010 Existing Context Survey & Mapping  
**Fee**

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
	48,920.00	100.00	48,920.00	48,920.00	0.00
	<b>Total Fee</b>				<b>0.00</b>
	<b>Total this Task</b>				<b>0.00</b>

Task 020 Meetings  
**Fee**

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
	73,130.00	100.00	73,130.00	73,130.00	0.00
	<b>Total Fee</b>				<b>0.00</b>
	<b>Total this Task</b>				<b>0.00</b>

Task 030 Conceptual Illustrative Plan  
**Fee**

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
	63,740.00	100.00	63,740.00	63,740.00	0.00
	<b>Total Fee</b>				<b>0.00</b>
	<b>Total this Task</b>				<b>0.00</b>

Task 040 Selection of Preferred Streetscape Plan

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai  
 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Consent Agenda 9/18/18 (2)

Project	005806.00	84th Streetscape Plan			Invoice	0059994
<b>Fee</b>						
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		55,245.00	100.00	55,245.00	55,245.00	0.00
		<b>Total Fee</b>			<b>0.00</b>	
		<b>Total this Task</b>			<b>0.00</b>	
<hr/>						
Task	041	Additional Services #1 (Phase I)				
<b>Fee</b>						
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		4,999.00	100.00	4,999.00	4,999.00	0.00
		<b>Total Fee</b>			<b>0.00</b>	
		<b>Total this Task</b>			<b>0.00</b>	
<hr/>						
Task	099	Reimbursable Expenses				
<b>Fee</b>						
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		33,250.00	67.2502	22,360.69	21,679.11	681.58
		<b>Total Fee</b>			<b>681.58</b>	
		<b>Total this Task</b>			<b>\$681.58</b>	
		<b>Total this Invoice</b>			<b>\$681.58</b>	

#### Outstanding Invoices

Number	Date	Balance	Total Now Due	
0059784	8/2/2018	264.90		
<b>Total</b>		<b>264.90</b>		
			<b>\$946.48</b>	

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

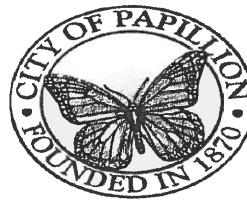
**APPROVED**  
*Concent Agenda*  
*AB 9-5-18*  
*16-53-0303*

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai  
 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

A-10

**CITY OF PAPILLION**  
122 E 3rd St.



Papillion NE 68046  
Phone: 402-597-2024 Fax: 402-827-6614

**INVOICE**

Date	Number	Page
09/07/2018	2009897	1

**Bill To:** City of La Vista  
8116 Park View Blvd  
La Vista NE 68128

**Customer No.** 344  
Contact: Cindy Miserez  
Terms: Due Upon Receipt

Quantity	Description	Unit Price	Net Amount
1.0000	Portal Rd Drainageway cost share	125196.9800	125,196.98
Thank you!		Amount	125,196.98
		Freight	
		Balance Due	<u>125,196.98</u>

O.K. to pay per interlocal  
agmt. approved Nov. 15, 2016

QMK 9-7-2018

05.71.0930.003

PMRNRD will be

Consent Agenda 9/18/18



## Progress Estimate - Lump Sum Work

## Contractor's Application

## Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): Rob Wells

Application Period: 7/30/18 - 8/31/18

Application Number: 6

Application Date: 8/31/2018

Bid Item No.	Description	Contract Information					Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)	C						
002	Remove pavement	4,273.00	SY	\$10.20	\$45,041.90	354	\$3,646.20		\$3,139.50	\$3,646.20	8.1%	\$41,395.70
003	Remove sidewalk	582.00	SF	\$6.90	\$4,015.80	455	\$3,139.50			\$3,139.50	78.2%	\$876.30
004	Remove median surfacing	1,136.00	SF	\$10.30	\$11,700.80							\$11,700.80
005	Remove < 12" sewer pipe	526.00	LF	\$14.70	\$7,712.20	237	\$3,483.90			\$3,483.90	45.1%	\$4,248.30
006	Remove 15-18" sewer pipe	311.00	LF	\$14.70	\$4,571.70	29	\$426.30			\$426.30	9.3%	\$4,145.40
007	Remove 18" sewer pipe	418.00	LF	\$16.70	\$6,980.60							\$6,980.60
008	Remove 54" sewer pipe	53.00	LF	\$24.50	\$1,298.50							\$1,298.50
009	Remove manhole	3.00	EA	\$685.00	\$2,055.00							\$2,055.00
010	Remove lared end 36-48"	1.00	EA	\$294.00	\$294.00	1	\$294.00			\$294.00	100.0%	
011	Remove lared end 48-60"	1.00	EA	\$294.00	\$294.00							
012	Remove light pole	2.00	EA	\$975.00	\$1,950.00							
013	Remove area inlet	1.00	EA	\$735.00	\$735.00							
014	Remove curb inlet	3.00	EA	\$490.00	\$1,470.00	1	\$490.00			\$490.00	33.3%	\$980.00
015	Remove sign	2.00	EA	\$98.00	\$196.00	2	\$196.00			\$196.00	100.0%	
016	Remove fence	876.00	LF	\$3.90	\$3,338.40	856	\$3,338.40			\$3,338.40	100.0%	
017	Remove retaining wall	2,883.00	SF	\$3.90	\$11,243.70	2883	\$11,243.70			\$11,243.70	100.0%	
018	Saw cut full depth	317.00	LF	\$4.50	\$1,426.50	50	\$225.00			\$225.00	15.8%	\$1,201.50
019	Excavation on site	19,263.00	CY	\$6.75	\$130,025.25	19263	\$130,025.25			\$130,025.25	100.0%	
020	Unsuitable material	500.00	CY	\$30.00	\$15,000.00							\$15,000.00
021	Security fence	1,300.00	LF	\$13.00	\$16,900.00	1300	\$16,900.00			\$16,900.00	100.0%	
022	Temp contractor access road	2,914.00	SY	\$9.00	\$26,236.00	3455	\$31,095.00			\$31,095.00	118.6%	-\$4,869.00
023	Temp 8" surfacing	912.00	SY	\$50.00	\$45,600.00							\$55,600.00
024	Reconstruct manhole to grade	15.90	VF	\$590.00	\$9,381.00							\$9,381.00
025	Adjust Manhole to grade	0	EA	\$490.00	0							
026	Adjust inlet to grade	0	EA	\$735.00	0							
027	6" concrete pavement L6.5	4,782.00	SY	\$64.00	\$306,048.00	346	\$22,144.00			\$22,144.00	7.2%	\$283,904.00
028	8" concrete pavement L6.5	9,279.00	SY	\$57.00	\$528,903.00	6,153	\$350,721.00			\$350,721.00	66.3%	\$178,182.00
028A**	8" concrete pavement L6.5	204.00	SY	\$48.45	\$9,883.80	204	\$9,883.80			\$9,883.80	100.0%	
029	8" combo curb & gutter	286.00	LF	\$14.75	\$4,218.50	8	\$118.00			\$118.00	2.8%	\$4,100.50
030	8" imprinted concrete surfacing	3,249.00	SF	\$17.75	\$57,669.75							\$57,669.75
031	4" PCC sidewalk	4,225.00	SF	\$4.00	\$16,900.00	425	\$1,700.00			\$1,700.00	10.1%	\$15,200.00
032	6" concrete median surfacing	317.00	SF	\$5.00	\$1,585.00							\$1,585.00
033	Concrete curb ramp	255.00	SF	\$10.75	\$2,741.25	70	\$752.50			\$752.50	27.5%	\$1,988.75
034	Armor-tilc warning panels	53.00	SF	\$31.50	\$1,669.50	16	\$504.00			\$504.00	30.2%	\$1,165.50
035	Gravity block retaining wall	996.00	SF	\$70.00	\$69,720.00	996	\$69,720.00			\$69,720.00	100.0%	
036	Alternate #1 Gravity block retaining wall	3,530.00	SF	\$75.00	\$264,750.00	3330	\$264,750.00			\$264,750.00	100.0%	
037	Small block retaining wall	382.00	SF	\$24.00	\$9,168.00							\$9,168.00
038	Pipe railing	539.00	LF	\$50.00	\$26,950.00							\$26,950.00
038A	Construct 48" Black Vinyl Chain Link Fence	418.00	LF	\$20.00	\$8,360.00							\$8,360.00
039	Construct Curb Wall	503.00	SF	\$40.00	\$20,120.00							\$20,120.00
040	Agg bedding 10" storm sewer pipe	49.00	LF	\$6.00	\$294.00	49	\$294.00			\$294.00	100.0%	
041	Agg bedding 12" storm sewer pipe	38.00	LF	\$6.25	\$237.50	38	\$237.50			\$237.50	100.0%	

## Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): Rob Wells

Application Period: 7/30/18 - 8/31/18

Application Number: 6

Application Date: 8/31/2018

A

Item

Contract Information

B

C

D

E

F

Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
042	Agg bedding 15" storm sewer pipe	382.00	LF	\$7.00	\$2,674.00	349	\$2,443.00		\$2,443.00	91.4%	\$231.00
043	Agg bedding 18" storm sewer pipe	473.00	LF	\$8.00	\$3,784.00	458	\$3,664.00		\$3,664.00	96.8%	\$120.00
044	Agg bedding 24" storm sewer pipe	848.00	LF	\$9.50	\$8,056.00	547	\$5,196.50		\$5,196.50	64.5%	\$2,859.50
045	Agg bedding 30" storm sewer pipe	1,518.00	LF	\$14.75	\$22,390.50	1470	\$21,682.50		\$21,682.50	96.8%	\$708.00
046	Agg bedding 36" storm sewer pipe	956.00	LF	\$17.50	\$16,730.00	871	\$15,242.50		\$15,242.50	91.1%	\$1,487.50
047	Agg bedding 42" storm sewer pipe	913.00	LF	\$20.00	\$18,260.00	913	\$18,260.00		\$18,260.00	100.0%	
048	Agg bedding 54" storm sewer pipe	484.00	LF	\$25.20	\$12,196.80	88	\$2,217.60		\$2,217.60	18.2%	\$9,979.20
049	8" HDPE storm sewer pipe	24.00	LF	\$49.00	\$1,176.00	24	\$1,176.00		\$1,176.00	100.0%	
050	10" HDPE storm sewer pipe	46.00	LF	\$42.00	\$1,932.00	46	\$1,932.00		\$1,932.00	100.0%	
051	12" HDPE storm sewer pipe	38.00	LF	\$49.00	\$1,862.00	38	\$1,862.00		\$1,862.00	100.0%	
052	15" HDPE storm sewer pipe	60.00	LF	\$54.50	\$3,270.00	60	\$3,270.00		\$3,270.00	100.0%	
053	18" HDPE storm sewer pipe	25.00	LF	\$64.00	\$1,600.00	10	\$640.00		\$640.00	40.0%	\$960.00
054	24" HDPE storm sewer pipe	38.00	LF	\$67.00	\$2,546.00	33	\$2,211.00		\$2,211.00	86.8%	\$335.00
055	15" RCP class III	322.00	LF	\$50.00	\$16,100.00	289	\$14,450.00		\$14,450.00	89.8%	\$1,650.00
056	18" RCP class III	448.00	LF	\$60.00	\$26,880.00	448	\$26,880.00		\$26,880.00	100.0%	
057	24" RCP class III	810.00	LF	\$62.00	\$50,220.00	514	\$31,868.00		\$31,868.00	63.5%	\$18,352.00
058	30" RCP class III	1,518.00	LF	\$74.00	\$112,332.00	1,470	\$108,780.00		\$108,780.00	96.8%	\$3,552.00
059	36" RCP D(0.01)=1350	956.00	LF	\$105.00	\$100,380.00	871	\$91,455.00		\$91,455.00	91.1%	\$8,925.00
060	36" RCP D(0.01)=1350 or HDPE	157.00	LF	\$105.00	\$16,485.00						\$16,485.00
061	42" RCP D(0.01)=1350	913.00	LF	\$130.00	\$118,690.00	913	\$118,690.00		\$118,690.00	100.0%	
062	54" RCP D(0.01)=1350 or HDPE	484.00	LF	\$165.00	\$79,880.00	88	\$14,520.00		\$14,520.00	18.2%	\$65,340.00
063	36" concrete collar	1.00	EA	\$2,050.00	\$2,050.00	1	\$2,050.00		\$2,050.00	100.0%	
064	54" ID storm manhole	24.30	VF	\$750.00	\$18,225.00	15.6	\$11,700.00		\$11,700.00	64.2%	\$6,525.00
065	60" ID storm manhole	44.50	VF	\$770.00	\$34,265.00	44.5	\$34,265.00		\$34,265.00	100.0%	
066	72" ID storm manhole	32.20	VF	\$800.00	\$25,760.00	32.2	\$25,760.00		\$25,760.00	100.0%	
067	84" ID storm manhole	87.00	VF	\$1,105.00	\$96,135.00	87	\$96,135.00		\$96,135.00	100.0%	
068	96" ID storm manhole	145.90	VF	\$1,185.00	\$172,891.50	127.9	\$151,561.50		\$151,561.50	87.7%	\$21,330.00
069	Type C manhole NDOR A35-R1	1.00	EA	\$20,450.00	\$20,450.00	1	\$20,450.00		\$20,450.00	100.0%	
070	30" RC flared end		EA	\$2,400.00							
071	36" RC flared end	1.00	EA	\$2,700.00	\$2,700.00	1	\$2,700.00		\$2,700.00	100.0%	
072	42" RC flared end	1.00	EA	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
073	Reinforced curb inlet type III	2.00	EA	\$5,650.00	\$11,300.00						\$11,300.00
074	Curb inlet type I	3.00	EA	\$2,900.00	\$8,700.00	2	\$8,600.00		\$8,600.00	66.7%	\$2,900.00
075	Curb inlet type III	2.00	EA	\$3,750.00	\$7,500.00	1	\$3,750.00		\$3,750.00	50.0%	\$3,750.00
076	Curb inlet type IV	4.00	EA	\$2,825.00	\$11,300.00						\$11,300.00
077	Grated inlet type saddle creek	11.00	EA	\$6,500.00	\$71,500.00	8	\$52,000.00		\$52,000.00	72.7%	\$19,500.00
078	Install Filterra Inlet	0	EA	\$20,100.00	0						
079	Agg bedding 6" sani sewer pipe	644.00	LF	\$7.00	\$4,508.00	569	\$3,983.00		\$3,983.00	88.4%	\$525.00
080	Agg bedding 8" sani sewer pipe	1,511.00	LF	\$7.00	\$10,717.00	1912	\$13,384.00		\$13,384.00	124.9%	\$52,667.00
081	Agg bedding 10" sani sewer pipe	533.00	LF	\$8.50	\$4,530.50	229	\$1,946.50		\$1,946.50	43.0%	\$2,584.00
082	6" PVC sani sewer pipe	619.00	LF	\$33.00	\$20,427.00	569	\$18,777.00		\$18,777.00	91.9%	\$1,650.00
083	8" PVC sani sewer pipe	1,531.00	LF	\$33.00	\$50,523.00	1473	\$48,609.00		\$48,609.00	96.2%	\$1,914.00

## Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): Rob Wells

Application Period: 7/30/18 - 8/31/18

Application Number: 6

Application Date: 8/31/2018

A		Contract Information					F				
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
085	10" PVC sani sewer pipe	205.00	LF	\$35.00	\$7,175.00	229	\$8,015.00		\$8,015.00	111.7%	-\$840.00
086	10" DIP sani sewer pipe	328.00	LF	\$150.00	\$49,200.00						\$49,200.00
086A	8" DIP sani sewer pipe	495.00	LF	\$150.00	\$74,250.00	495	\$74,250.00		\$74,250.00	100.0%	
087	Construct 6" x 8" Wye	1.00	EA	\$350.00		1	\$350.00		\$350.00	100.0%	
087A	Construct 6" x 10" Wye	1.00	EA	\$350.00		1	\$350.00		\$350.00	100.0%	
088	6" cleanout	1.00	EA	\$625.00							\$625.00
089	Install external frame seal	50.00	EA	\$350.00	\$17,500.00						\$17,500.00
090	Connect sani sewer manhole tap	1.00	EA	\$12,000.00	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%	
091	Connect sani manhole tap extra deep	1.00	EA	\$40,000.00	\$40,000.00	1	\$40,000.00		\$40,000.00	100.0%	
091A	Construct 30" Storm Sewer Tap	1.00	EA								
092	54" 1D sani manhole	194.40	VF	\$310.00	\$93,636.00	183.6	\$93,636.00		\$93,636.00	94.4%	\$5,508.00
093	Riprap type B	165.00	IT	\$62.00	\$10,230.00	96	\$5,952.00		\$5,952.00	58.2%	\$4,278.00
094	1" SCH 40 PVC in trench	12,380.00	LF	\$3.00	\$37,140.00						\$37,140.00
095	#8 copper wire w/ thwn insul	18,590.00	LF	\$0.65	\$12,083.50						\$12,083.50
096	LED luminaire w/ pole & base	66.00	EA	\$350.460.00							\$350,460.00
097	Electrical handhole pullbox	14.00	EA	\$480.00	\$6,720.00						\$6,720.00
098	Lighting service cabinet	1.00	EA	\$18,782.00	\$18,782.00						\$18,782.00
099	Permanent paint 4" white	4,677.00	LF	\$2.25	\$10,523.25						\$10,523.25
100	Permanent paint 5" yellow	325.00	LF	\$3.50	\$1,137.50						\$1,137.50
101	Perm tape type 4.5" white grooved	972.00	LF	\$5.50	\$5,346.00						\$5,346.00
102	Perm tape type 3. 12" white grooved	80.00	LF	\$22.00	\$1,760.00						\$1,760.00
103	Perm tape type 3. 24" white grooved	310.00	LF	\$22.00	\$6,820.00						\$6,820.00
104	Perm tape white left arrow grooved	4.00	EA	\$475.00	\$1,900.00						\$1,900.00
105	Perm tape white right arrow grooved	3.00	EA	\$550.00	\$1,650.00						\$1,650.00
106	ADA stall symbol	7.00	EA	\$175.00	\$1,225.00						\$1,225.00
107	Remove lines 5" white	62.00	LF	\$17.00	\$1,054.00						\$1,054.00
108	Remove lines 12" white	40.00	LF	\$29.00	\$1,160.00						\$1,160.00
109	Remove lines 24" white	120.00	LF	\$33.00	\$3,960.00						\$3,960.00
110	Remove arrow	2.00	EA	\$425.00	\$850.00						\$850.00
111	Install seeding cover crop	1.45	AC	\$835.00	\$1,210.75						\$1,210.75
112	Install sodding	0.52	AC	\$3,050.00	\$1,586.00						\$1,586.00
113	Install turf erosion control type 2	6.06	AC	\$8,500.00	\$51,510.00	8,657	\$7,369.50		\$7,369.50	14.3%	\$44,140.50
114	Install inlet protection	20.00	EA	\$215.00	\$4,300.00	9	\$1,935.00		\$1,935.00	45.0%	\$2,465.00
115	Install erosion check wattle	3,023.00	LF	\$3.00	\$9,069.00	450	\$1,350.00		\$1,350.00	14.9%	\$7,719.00
116	Install silt fence	460.00	LF	\$3.00	\$1,380.00	343	\$1,029.00		\$1,029.00	74.6%	\$351.00
117	Install flexamat	174.00	SY	\$97.00	\$16,878.00	174	\$16,378.00		\$16,378.00	100.0%	
118	Install turf mat type A	491.00	SY	\$6.25	\$3,068.75						\$3,068.75
119	Install SATE baffle	3.00	EA	\$6,900.00	\$20,700.00	3	\$20,700.00		\$20,700.00	100.0%	
120	Install snout	1.00	EA	\$7,100.00	\$7,100.00	1	\$7,100.00		\$7,100.00	100.0%	
121	Install 18" ID preserver	1.00	EA	\$4,200.00	\$4,200.00						\$4,200.00
122	Install 24" ID preserver	1.00	EA	\$5,300.00	\$5,300.00	1	\$5,300.00		\$5,300.00	100.0%	

## Progress Estimate - Unit Price Work

## Contractor's Application

ITEM A-12

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PAYMENT AUTHORIZATION - SALT STORAGE FACILITY REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing payment of \$5,010.69 to the City of Papillion for the Salt Storage Facility repair.

**FISCAL IMPACT**

The FY18 Budget provides funding for the proposed payment.

**RECOMMENDATION**

Approval

**BACKGROUND**

On June 16, 2015, the Cities of La Vista and Papillion entered into an Interlocal and License Agreement for the construction of a Salt Storage Facility and Fueling Island. The agreement called out that all maintenance and repairs be split between the agencies 50/50.

The southern 1/3 end of the tarp covering the salt storage facility failed sometime in June 2018. The replacement material is covered by the warranty. Costs associated with the repair was for labor and equipment rental to make repairs.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA,  
AUTHORIZING PAYMENT TO THE CITY OF PAPILLION FOR THE REPLACEMENT OF THE  
TARP COVERING AT THE SALT STORAGE FACILITY IN AN AMOUNT NOT TO EXCEED  
\$5,010.69.**

**WHEREAS, the tarp covering at the salt storage facility failed in June 2018; and**

**WHEREAS, the Interlocal and License Agreement with the City of Papillion for construction of  
the salt shed stated that all maintenance repairs would be split 50/50 between the  
agencies; and**

**WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed purchase; and**

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

**NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska,  
do hereby authorize payment to the City of Papillion for the replacement of the tarp  
covering at the salt storage facility in an amount not to exceed \$5,010.69.**

**PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.**

**CITY OF LA VISTA**

---

**Douglas Kindig, Mayor**

**ATTEST:**

---

**Pamela A. Buethe, CMC  
City Clerk**

**CITY OF PAPILLION**  
122 E 3rd St.



**INVOICE**

Papillion NE 68046  
Phone: 402-597-2024 Fax: 402-827-6614

Date	Number	Page
08/31/2018	2009885	1

**Bill To:** City of La Vista  
9900 Portal Rd  
Attn: Joe Soucie  
La Vista NE 68128

**Customer No.** 344  
**Contact:** Cindy Miserez  
**Terms:** Due Upon Receipt

Quantity	Description	Unit Price	Net Amount
1.0000	Papillion PW salt shed roof repair, 1/2 cost share.	5010.6900	5,010.69

Thank you!

<b>Amount</b>	5,010.69
<b>Freight</b>	
<b>Balance Due</b>	<b>5,010.69</b>

Check #	Check Date	Vendor Name	Amount	Voided
127773	09/05/2018	BLACK HILLS ENERGY	58.13	N
127774	09/05/2018	CENTURY LINK	82.66	N
127775	09/05/2018	DATASHIELD CORPORATION	60.00	N
127776	09/05/2018	DESIGN WORKSHOP INC	264.90	N
127777	09/05/2018	DLR GROUP	13,440.00	N
127778	09/05/2018	FEDEX KINKO'S	48.52	N
127779	09/05/2018	HDR ENGINEERING INC	20,256.03	N
127780	09/05/2018	KSI CONSTRUCTION	63,723.79	N
127781	09/05/2018	LEAGUE OF NEBR MUNICIPALITIES	45,111.00	N
127782	09/05/2018	MARCO INCORPORATED	115.88	N
127783	09/05/2018	OLSSON ASSOCIATES	58,611.19	N
127784	09/05/2018	OMAHA PUBLIC POWER DISTRICT	46.85	N
127785	09/05/2018	RDG PLANNING & DESIGN	304.93	N
127786	09/05/2018	THOMPSON DREESSEN & DORNER	1,333.46	N
127787	09/18/2018	A-RELIEF SERVICES INC	265.23	N
127788	09/18/2018	AA WHEEL & TRUCK SUPPLY INC	83.68	N
127789	09/18/2018	ABM SUPPLY	1,510.00	N
127790	09/18/2018	ASPHALT & CONCRETE MATERIALS	1,477.03	N
127791	09/18/2018	AWARDS AND MORE COMPANY	83.62	N
127792	09/18/2018	BARONE SECURITY SYSTEMS	126.00	N
127793	09/18/2018	BISHOP BUSINESS EQUIPMENT	1,066.26	N
127794	09/18/2018	BKD LLP	910.00	N
127795	09/18/2018	BLACK HILLS ENERGY	46.87	N
127796	09/18/2018	BUILDERS SUPPLY CO INC	49.00	N
127797	09/18/2018	CENTER POINT PUBLISHING	408.66	N
127798	09/18/2018	CENTURY LINK BUSN SVCS	99.07	N
127799	09/18/2018	CITY OF OMAHA	187,883.93	N
127800	09/18/2018	COLABELLO, JESSICA	241.50	N
127801	09/18/2018	COX COMMUNICATIONS	277.40	N
127802	09/18/2018	CULLIGAN OF OMAHA	49.75	N
127803	09/18/2018	D & K PRODUCTS	667.00	N
127804	09/18/2018	DATASHIELD CORPORATION	20.00	N
127805	09/18/2018	DELL MARKETING L.P.	4,527.19	N
127806	09/18/2018	DOG & PONY PRODUCTIONS INC	675.00	N
127807	09/18/2018	DONAL FISCHER	177.00	N
127808	09/18/2018	DULTMEIER SALES & SERVICE	107.35	N
127809	09/18/2018	DXP ENTERPRISES INC	5.59	N
127810	09/18/2018	ETC INSTITUTE	3,000.00	N
127811	09/18/2018	EXPRESS DISTRIBUTION LLC	82.70	N
127812	09/18/2018	FBG SERVICE CORPORATION	5,965.00	N
127813	09/18/2018	FILTER CARE	41.40	N
127814	09/18/2018	FIRST WIRELESS INC	52.00	N
127815	09/18/2018	FITZGERALD SCHORR BARMETTLER	36,611.10	N
127816	09/18/2018	FOCUS PRINTING	10,620.32	N
127817	09/18/2018	GALE	359.10	N
127818	09/18/2018	GCR TIRES & SERVICE	405.32	N
127819	09/18/2018	H & H CHEVROLET LLC	349.83	N
127820	09/18/2018	HALLETT AUTO BODY INC.	4,870.32	N
127821	09/18/2018	HEARTLAND TIRES AND TREADS	435.00	N
127822	09/18/2018	CHRISTINE HOIT	92.00	N
127823	09/18/2018	INGRAM LIBRARY SERVICES	104.82	N
127824	09/18/2018	J & J SMALL ENGINE SERVICE	925.08	N
127825	09/18/2018	JOHNSTONE SUPPLY CO	16.92	N
127826	09/18/2018	DANIEL S KRAFT	22.00	N
127827	09/18/2018	KRIHA FLUID POWER CO INC	6.15	N
127828	09/18/2018	LA VISTA COMMUNITY FOUNDATION	60.00	N
127829	09/18/2018	LAUSTEN JR ROBERT S	420.00	N
127830	09/18/2018	LIBRA INDUSTRIES INC	56.00	N
127831	09/18/2018	LOGAN CONTRACTORS SUPPLY	14,973.00	N
127832	09/18/2018	MAMA'S PIZZA	286.45	N

User: mgustafson

DB: La Vista

Check #

Check Date

Vendor Name

Amount

Voided

127833	09/18/2018	MATHESON TRI-GAS INC	163.74	N
127834	09/18/2018	MAX I WALKER UNIFORM RENTAL	606.02	N
127835	09/18/2018	MENARDS-RALSTON	588.90	N
127836	09/18/2018	METRO AREA TRANSIT	579.00	N
127837	09/18/2018	MICROFILM IMAGING SYSTEMS, INC.	15,306.00	N
127838	09/18/2018	MIDLANDS LIGHTING & ELECTRIC	520.93	N
127839	09/18/2018	MIDWEST TAPE	178.11	N
127840	09/18/2018	MNJ TECHNOLOGIES DIRECT INC	1,882.00	N
127841	09/18/2018	MONARCH OIL INC	381.10	N
127842	09/18/2018	NATIONAL EVERYTHING WHOLESALE	298.60	N
127843	09/18/2018	NEBRASKA AIR FILTER INC	112.50	N
127844	09/18/2018	NEBRASKA ENVIRONMENTAL PRODS	539.05	N
127845	09/18/2018	NEBRASKA MOSQUITO/VECTOR ASSN	100.00	N
127846	09/18/2018	NEBRASKA WELDING LTD	131.72	N
127847	09/18/2018	NORTON, JODI	241.50	N
127848	09/18/2018	O'REILLY AUTOMOTIVE STORES INC	38.51	N
127849	09/18/2018	OFFICE DEPOT INC	201.24	N
127850	09/18/2018	OMAHA PUBLIC POWER DISTRICT	51,443.67	N
127852	09/18/2018	OMAHA WORLD-HERALD	813.89	N
127853	09/18/2018	ONE CALL CONCEPTS INC	327.96	N
127854	09/18/2018	PAPILLION SANITATION	1,185.32	N
127855	09/18/2018	PITNEY BOWES GLOBAL FIN SVCS	60.13	N
127856	09/18/2018	PLAINS EQUIPMENT GROUP	734.62	N
127857	09/18/2018	POKORNY, CHRISTOPHER L.	400.00	N
127858	09/18/2018	READY MIXED CONCRETE COMPANY	289.44	N
127859	09/18/2018	SARPY COUNTY COURTHOUSE	4,100.03	N
127860	09/18/2018	SARPY COUNTY REGISTER OF DEEDS	136.00	N
127861	09/18/2018	SEVENER,DUTCH	177.00	N
127862	09/18/2018	SIGN IT	1,266.80	N
127863	09/18/2018	SINNETT, JEFF	672.60	N
127864	09/18/2018	SIRCHIE FINGER PRINT LABS	41.10	N
127865	09/18/2018	SOUTHERN UNIFORM & EQUIPMENT	127.98	N
127866	09/18/2018	SPENCER FANE LLP	1,121.00	N
127867	09/18/2018	SUSPENSION SHOP INCORPORATED	2,018.44	N
127868	09/18/2018	TED'S MOWER SALES & SERVICE	121.75	N
127869	09/18/2018	TITAN MACHINERY	348.12	N
127870	09/18/2018	TORNADO WASH LLC	670.00	N
127871	09/18/2018	TOSHIBA FINANCIAL SERVICES	138.00	N
127872	09/18/2018	TRANS UNION RISK AND	37.80	N
127873	09/18/2018	TURFWERKS	73.72	N
127874	09/18/2018	U.S. CELLULAR	970.04	N
127875	09/18/2018	UNITE PRIVATE NETWORKS LLC	3,850.00	N
127876	09/18/2018	UNITED SEEDS INCORPORATED	97.50	N
127877	09/18/2018	TERRY L WEAVER	22.00	N
127878	09/18/2018	WESTLAKE HARDWARE INC NE-022	971.61	N
127879	09/18/2018	WICK'S STERLING TRUCKS INC	682.52	N
127880	09/18/2018	WOODHOUSE LINCLN-MAZDA-PORSC	161.64	N
127881	09/18/2018	FERGUSON ENTERPRISES INC #226	943.41	N

TOTAL:

579,841.99

APPROVED BY COUNCIL MEMBERS ON: 09/18/2018

COUNCIL MEMBER

COUNCIL MEMBER

Check #	Check Date	Vendor Name	Amount	Voided
		COUNCIL MEMBER		
		COUNCIL MEMBER		

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
445(E)	08/06/2018	ELAN FINANCIAL SERVICES	14,077.36	N
467(E)	08/10/2018	AMERICAN HERITAGE LIFE INSURANCE	1,436.39	N
468(E)	08/10/2018	MID-AMERICAN BENEFITS INC	630.50	N
469(E)	08/10/2018	UNITED HEALTHCARE INSURANCE CO	644.93	N
454(E)	08/29/2018	ACCESS BANK	3,066.27	N
455(E)	08/29/2018	ALLY BANK	356.91	N
456(E)	08/29/2018	ENTERPRISE FM TRUST	580.01	N
457(E)	08/29/2018	FIRST STATE BANK	4,399.70	N
458(E)	08/29/2018	FIRST STATE BANK	5,668.85	N
459(E)	08/29/2018	NE DEPT OF REVENUE-SALES TAX	1,227.24	N
460(E)	08/29/2018	TOSHIBA FINANCIAL SERVICES	127.40	N
464(E)	08/31/2018	CATERPILLAR FINANCIAL SVCS CORP	3,075.62	N
465(E)	08/31/2018	FIRST STATE BANK	2,137.23	N
470(E)	08/31/2018	FIRST STATE BANK	4,399.70	N
471(E)	08/31/2018	FIRST STATE BANK	5,668.85	N
TOTAL:				47,496.96

APPROVED BY COUNCIL MEMBERS ON: 09/18/2018

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COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ZONING TEXT AMENDMENTS — ADULT DAYCARE SERVICES	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.02 (Definitions-A) and 5.10 (C-1 Shopping Center Commercial District) of the Zoning Ordinance to allow adult daycare services as a permitted use in the C-1 District.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.02 (Definitions-A) and 5.10 (C-1 Shopping Center Commercial District) of the Zoning Ordinance to allow adult daycare services as a permitted use in the C-1 District.

The proposed changes to the Zoning Ordinance defines adult daycare services and permits their use in the C-1 Shopping Center Commercial District. Staff was contacted regarding a potential project involving adult daycare services and concluded that adult daycare services should be assigned to a zoning district as a permitted use.

Redline copies of the proposed amendments are attached.

The Planning Commission held a public hearing on August 16, 2018, and unanimously recommended to the City Council approval of the text amendments.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND SECTIONS 2.02 AND 5.10 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTIONS 2.02 AND 5.10 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

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

**Section 2.02 – Definitions: A**

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

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

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

**ACCESSORY BUILDING** (see Building, accessory)

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

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

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

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

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

**ADULT DAY CARE SERVICES** shall mean Non-resident day care, regulated as required by the State of Nebraska, for four or more unrelated adults.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ANIMAL HOSPITAL** (see Hospital, animal)

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

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

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

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

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

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

**APPEARANCE** shall mean the outward aspect visible to the public.

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

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

**ARCHITECTURAL CANOPY SIGN** (see Sign, architectural canopy)

**ARCHITECTURAL CHARACTER** (see Architectural Concept)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 2. Amendment of Section 5.10.** Section 5.10 of the Ordinance No. 848 is hereby amended to read as follows:

**Section 5.10 C-1 Shopping Center Commercial.**

**5.10.1 Intent:** The purpose and intent of the City of La Vista in establishing the C-1 Shopping Center Commercial District is to provide convenient local retail shopping and service areas within the city for all residents and to provide for the development of new local commercial districts where so designated. This includes uses such as retail stores, banks, theaters, business offices, restaurants, and taverns. (*Ordinance No. 1253, 6-15-15*)

This district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

**5.10.2 Permitted uses:**

5.10.02.01 Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (*Ordinance No. 950, 3-1-05*)

5.10.02.02 Child care center.

5.10.02.03 Dance studio, not including uses defined in Adult Establishment.

5.10.02.04 Meeting hall, not including uses defined in Adult Establishment.

5.10.02.05 Museum, art gallery.

5.10.02.06 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:

1. Apparel shop.
2. Appliance store.
3. Antique store.
4. Automobile parts and supply store.
5. Bakery shop (retail).
6. Barber and Beauty shop.
7. Bicycle shop.
8. Book store, not including uses defined in Adult Establishment.
9. Brew-on premises store.
10. Camera store.
11. Communication services.
12. Computer store.
13. Confectionery.
14. Dairy products sales.
15. Drug store.
16. Dry cleaning and laundry pickup.
17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
18. Food Sales (Limited).
19. Food Sales (General).
20. Floral shop.
21. Mortuary.
22. Furniture store or showroom.
23. Gift and curio shop.
24. Gunsmith.
25. Hardware store.

- 26. Hobby, craft, toy store.
- 27. Jewelry store.
- 28. Liquor store.
- 29. Locksmith.
- 30. Meat market, retail.
- 31. Music retail store.
- 32. Newsstands, not including uses defined in Adult Establishment.
- 33. Paint store.
- 34. Photographer.
- 35. Picture framing shop.
- 36. Reservation center.
- 37. Restaurants, cafes and fast food establishments.
- 38. Second hand stores.
- 39. Shoe store.
- 40. Sporting goods.
- 41. Stamp and coin stores.
- 42. Tailors and dressmakers.
- 43. Tanning salon.
- 44. Travel agencies.
- 45. Video store, not including uses defined in Adult Establishment.
- 46. Social club and fraternal organizations, not including uses defined in Adult Establishment.
- 47. Telephone exchange.
- 48. Telephone answering service.
- 49. Public overhead and underground local distribution utilities.
- 50. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
- 51. *Adult Day Care Services*

**5.10.3 Permitted Conditional Uses:**

- 5.10.03.01 Recreational establishments.
- 5.10.03.02 Department Store.
- 5.10.03.03 Variety store, not including uses defined in Adult Establishment.
- 5.10.03.04 Amusement arcades.
- 5.10.03.05 Brew Pubs.
- 5.10.03.06 Coffee Kiosks.
- 5.10.03.07 Micro breweries when in conjunction with a restaurant.
- 5.10.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.10.03.09 Theater, indoor, not including uses defined in Adult Establishment.
- 5.10.03.10 Bowling center.
- 5.10.03.11 Business or trade school.
- 5.10.03.12 Commercial greenhouse.
- 5.10.03.13 Mail order services.
- 5.10.03.14 Pinball or video games business.
- 5.10.03.15 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.10.03.16 Totally enclosed, automated and conveyor-style car washes.
- 5.10.03.17 Convenience store with limited fuel sales.
- 5.10.03.18 Garden supply and retail garden center.
- 5.10.03.19 Outdoor storage in conjunction with another primary use.
- 5.10.03.20 Pet Health Services, provided the following:
  - 1. Said use is totally enclosed within a building.
  - 2. Said services shall be provided for dogs, cats, birds, fish, and similar small animals customarily used as household pets.
  - 3. Typical uses include animal veterinary clinics with overnight boarding, only if medically necessary, not exceeding 48 hours.
  - 4. Grooming shall only be associated with medical appointment.
  - 5. This excludes uses for livestock and other large animals and uses for general grooming, dog bathing and clipping salons.
- 5.10.03.21 *Self-storage units, provided:*
  - 1. *Storage unit is an extension of an existing self-storage unit or facility.*
  - 2. *The topography and access of the property will limit the development of identified commercial uses.*
  - 3. *No outdoor storage.*
  - 4. *Unit or facility provides perimeter fencing in accordance with this ordinance and a vegetative screen of at least six (6) feet in height and twenty (20) feet in width to any adjacent residential zoned property.*
  - 5. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
  - 6. *Applications for self-storage units under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its effect on surrounding property and shall include a site plan defining the areas to be developed with*

*buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*

7. *Such use shall not be located adjacent to the intersection of two or more arterial streets.*
8. *The property shall have at least one boundary line that is adjacent to other property that is zoned I-1 Light Industrial or I-2 Heavy Industrial.*
9. *Such use shall not include storage of explosives or hazardous materials and shall be in accordance with the intent, purpose and spirit of this ordinance and the Comprehensive Development Plan of La Vista, Nebraska.*

**(Ordinance No. 954, 7-5-05)**

**5.10.03.22**

*Event center, provided:*

1. *A conditional use permit would need to include specifics to the design and operation of the proposed center and individual activities, including, but not limited to, a detailed site plan and floor plan, a complete list of appointed or designated managers for each event at the center, and a complete description and duration of each event submitted to the city prior to each event.*
2. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
3. *Buildings utilized as event centers shall be accompanied by evidence concerning the feasibility of the proposed request and its effect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
4. *All signage shall comply with the City's established regulations. (Ordinance No. 955, 7-19-05)*

**5.10.03.23**

*Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. (Ordinance No. 1253, 6-16-15)*

**5.10.03.24**

*Pet Shop. (Ordinance No. 1253, 6-16-15)*

#### **5.10.4 Permitted Accessory Uses:**

5.10.04.01 Buildings and uses customarily incidental to the permitted uses.  
5.10.04.02 Parking as allowed in Section 7.05 through 7.09.  
5.10.04.03 Signs allowed in Section 7.01 through 7.04.  
5.10.04.04 Landscaping as required by Section 7.17.

#### **5.10.5 Permitted Temporary Uses**

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)*

5.10.05.01 Temporary greenhouses.  
5.10.05.02 Temporary structures as needed for sidewalk and other outdoor sales events.  
5.10.05.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.  
**5.10.05.04** Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*  
5.10.05.05 Temporary structure for festivals or commercial events.

#### **5.10.6 Height and Lot Requirements:**

5.10.06.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	-	150'	25' <sup>1</sup>	10'	25'	45'	60%
Permitted Conditional Uses	-	150'	25' <sup>1</sup>	10'	25'	45'	60%

<sup>1</sup>. 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

#### **5.10.7 Use Limitations:**

5.10.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district.  
5.10.07.02 Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04.

5.10.07.03      Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

**SECTION 3. Repeal of Sections 2.02 and 5.10as Previously Enacted.** Sections 2.02 and 5.10 of Ordinance No. 848 as previously enacted is hereby repealed.

**SECTION 4. Severability Clause.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION 5. Effective Date.** This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

**SECTION 6.** This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## **Section 2.02 – Definitions: A**

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

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

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

**ACCESSORY BUILDING** (see Building, accessory)

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

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

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

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

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

**ADULT DAY CARE SERVICES** shall mean Non-resident day care, regulated as required by the State of Nebraska, for four or more unrelated adults.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ANIMAL HOSPITAL** (see Hospital, animal)

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

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

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

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

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

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

**APPEARANCE** shall mean the outward aspect visible to the public.

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

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

**ARCHITECTURAL CANOPY SIGN** (see Sign, architectural canopy)

**ARCHITECTURAL CHARACTER** (see Architectural Concept)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 5.10 C-1 Shopping Center Commercial.**

**5.10.1 Intent:** *The purpose and intent of the City of La Vista in establishing the C-1 Shopping Center Commercial District is to provide convenient local retail shopping and service areas within the city for all residents and to provide for the development of new local commercial districts where so designated. This includes uses such as retail stores, banks, theaters, business offices, restaurants, and taverns. (Ordinance No. 1253, 6-15-15)*

This district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

### **5.10.2 Permitted uses:**

**5.10.02.01** *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*

5.10.02.02 Child care center.

5.10.02.03 Dance studio, not including uses defined in Adult Establishment.

5.10.02.04 Meeting hall, not including uses defined in Adult Establishment.

5.10.02.05 Museum, art gallery.

5.10.02.06 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:

1. Apparel shop.

2. Appliance store.

3. Antique store.

4. Automobile parts and supply store.

5. Bakery shop (retail).

6. Barber and Beauty shop.

7. Bicycle shop.

8. Book store, not including uses defined in Adult Establishment.

9. Brew-on premises store.

10. Camera store.

11. Communication services.

12. Computer store.

13. Confectionery.

14. Dairy products sales.

15. Drug store.

16. Dry cleaning and laundry pickup.

17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.

18. Food Sales (Limited).

19. Food Sales (General).

20. Floral shop.

21. Mortuary.

22. Furniture store or showroom.

23. Gift and curio shop.

24. Gunsmith.

25. Hardware store.

26. Hobby, craft, toy store.

27. Jewelry store.

28. Liquor store.

29. Locksmith.

30. Meat market, retail.

31. Music retail store.

32. Newsstands, not including uses defined in Adult Establishment.

33. Paint store.

34. Photographer.

35. Picture framing shop.

36. Reservation center.

37. Restaurants, cafes and fast food establishments.

- 38. Second hand stores.
- 39. Shoe store.
- 40. Sporting goods.
- 41. Stamp and coin stores.
- 42. Tailors and dressmakers.
- 43. Tanning salon.
- 44. Travel agencies.
- 45. Video store, not including uses defined in Adult Establishment.
- 46. Social club and fraternal organizations, not including uses defined in Adult Establishment.
- 47. Telephone exchange.
- 48. Telephone answering service.
- 49. Public overhead and underground local distribution utilities.
- 50. *Publicly owned and operated facilities. (Ordinance No. 950,3-1-05)***
- 50.51. *Adult Day Care Services***

**5.10.3 Permitted Conditional Uses:**

- 5.10.03.01 Recreational establishments.
- 5.10.03.02 Department Store.
- 5.10.03.03 Variety store, not including uses defined in Adult Establishment.
- 5.10.03.04 Amusement arcades.
- 5.10.03.05 Brew Pubs.
- 5.10.03.06 Coffee Kiosks.
- 5.10.03.07 Micro breweries when in conjunction with a restaurant.
- 5.10.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.10.03.09 Theater, indoor, not including uses defined in Adult Establishment.
- 5.10.03.10 Bowling center.
- 5.10.03.11 Business or trade school.
- 5.10.03.12 Commercial greenhouse.
- 5.10.03.13 Mail order services.
- 5.10.03.14 Pinball or video games business.
- 5.10.03.15 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.10.03.16 Totally enclosed, automated and conveyor-style car washes.
- 5.10.03.17 Convenience store with limited fuel sales.
- 5.10.03.18 Garden supply and retail garden center.
- 5.10.03.19 Outdoor storage in conjunction with another primary use.
- 5.10.03.20 Pet Health Services, provided the following:
  - 1. Said use is totally enclosed within a building.
  - 2. Said services shall be provided for dogs, cats, birds, fish, and similar small animals customarily used as household pets.
  - 3. Typical uses include animal veterinary clinics with overnight boarding, only if medically necessary, not exceeding 48 hours.
  - 4. Grooming shall only be associated with medical appointment.
  - 5. This excludes uses for livestock and other large animals and uses for general grooming, dog bathing and clipping salons.
- 5.10.03.21 *Self-storage units, provided:*
  - 1. *Storage unit is an extension of an existing self-storage unit or facility.*
  - 2. *The topography and access of the property will limit the development of identified commercial uses.*
  - 3. *No outdoor storage.*
  - 4. *Unit or facility provides perimeter fencing in accordance with this ordinance and a vegetative screen of at least six (6) feet in height and twenty (20) feet in width to any adjacent residential zoned property.*
  - 5. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
  - 6. *Applications for self-storage units under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of*

walls and fences, the location and type of landscaping, and the location, size and number of signs.

7. Such use shall not be located adjacent to the intersection of two or more arterial streets.
8. The property shall have at least one boundary line that is adjacent to other property that is zoned I-1 Light Industrial or I-2 Heavy Industrial.
9. Such use shall not include storage of explosives or hazardous materials and shall be in accordance with the intent, purpose and spirit of this ordinance and the Comprehensive Development Plan of La Vista, Nebraska.

**(Ordinance No. 954, 7-5-05)**

**5.10.03.22**

Event center, provided:

1. A conditional use permit would need to include specifics to the design and operation of the proposed center and individual activities, including, but not limited to, a detailed site plan and floor plan, a complete list of appointed or designated managers for each event at the center, and a complete description and duration of each event submitted to the city prior to each event.
2. Lighting on site shall not be directed at or allowed to shine on any residential zoned property.
3. Buildings utilized as event centers shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.
4. All signage shall comply with the City's established regulations.

**(Ordinance No. 955, 7-19-05)**

**5.10.03.23**

Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. **(Ordinance No. 1253, 6-16-15)**

**5.10.03.24**

Pet Shop. **(Ordinance No. 1253, 6-16-15)**

#### **5.10.4 Permitted Accessory Uses:**

5.10.04.01 Buildings and uses customarily incidental to the permitted uses.  
5.10.04.02 Parking as allowed in Section 7.05 through 7.09.  
5.10.04.03 Signs allowed in Section 7.01 through 7.04.  
5.10.04.04 Landscaping as required by Section 7.17.

#### **5.10.5 Permitted Temporary Uses**

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter.* **(Ordinance No. 998, 7-18-06)**

5.10.05.01 Temporary greenhouses.  
5.10.05.02 Temporary structures as needed for sidewalk and other outdoor sales events.  
5.10.05.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.  
**5.10.05.04** Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed.* **(Ordinance No. 998, 7-18-06)**  
5.10.05.05 Temporary structure for festivals or commercial events.

#### **5.10.6 Height and Lot Requirements:**

5.10.06.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	-	150'	25' <sup>1</sup>	10'	25'	45'	60%
Permitted Conditional Uses	-	150'	25' <sup>1</sup>	10'	25'	45'	60%

<sup>1</sup>. 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

#### **5.10.7 Use Limitations:**

5.10.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district.

5.10.07.02 Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04.

5.10.07.03 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ZONING TEXT AMENDMENTS — CONCRETE BATCH PLANTS	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.04 (Definitions-C) and 5.14 (I-2 Heavy Industrial District) of the Zoning Ordinance to allow concrete batch plants as a permitted use in the I-2 District.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.04 (Definitions-C) and 5.14 (I-2 Heavy Industrial District) of the Zoning Ordinance to allow concrete batch plants as a permitted use in the I-2 District.

The proposed changes to the Zoning Ordinance defines concrete batch plants and allows them as a conditional use in the I-2 Heavy Industrial District. Staff has been contacted by the Lyman-Richey Corporation regarding a potential project which would expand their plant located on the northwest corner of 96th Street and Portal Road. Because concrete batch plants are not listed as a use in the I-2 District, the current use is nonconforming and expansion would not be permitted. Staff has evaluated their proposal and concluded that we would recommend an amendment to allow concrete batch plants as a conditional use in the I-2 District.

Redline copies of the proposed amendments are attached.

The Planning Commission held a public hearing on August 16, 2018, and unanimously recommended to the City Council approval of the text amendments.

**ORDINANCE NO. \_\_\_\_**

AN ORDINANCE TO AMEND SECTIONS 2.04 AND 5.14 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTIONS 2.04 AND 5.14 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

**SECTION 1. Amendment of Section 2.04.** Section 2.04 of the Ordinance No. 848 is hereby amended to read as follows:

**Section 2.04 - Definitions: C**

**CAMPGROUND** shall mean a parcel of land intended for the temporary occupancy of tents, campers, and recreational vehicles and which primary purpose is recreational, having open areas that are natural in character.

**CAR WASH** shall mean a building or structure or an area of land with machine or hand operated facilities for the cleaning, washing, polishing, or waxing of motor vehicles, not including semi-trailer tractors, buses, and commercial fleets.

**CARPORT** shall mean a permanent roofed structure with not more than two (2) enclosed sides used or intended to be used for automobile shelter and storage.

**CELLAR** shall mean a building space having more than one-half (1/2) of its height below the average adjoining grade lines.

**CEMETERY** shall mean land used or intended to be used for the burial of the dead and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

**CHANGEABLE COPY** shall refer to a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without, altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance. A sign on which the only copy changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance. *(Ordinance No. 1083, 2-17-09)*

**CHANNEL** shall mean the geographical area within either the natural or artificial banks of a watercourse or drainway.

**CHARITABLE ORGANIZATION or CLUB** shall mean a public or semi-public institutional use of a philanthropic, charitable, benevolent, religious, or eleemosynary character, but not including sheltering or caring of animals. *(Ordinance No. 1083, 2-17-09)*

**CHILD CARE CENTER** shall mean an establishment other than a public or parochial school, which provides day care, play groups, nursery schools or education for thirteen (13) or more children under age 13, at any one time, from families other than that of the provider. In addition to these regulations, Child Care Centers shall meet all requirements of the State of Nebraska.

**CHILD CARE HOME** shall mean an operation in the provider's place of residence which serves at least four (4), but not more than eight (8) children at any one time, from families other than that of the provider. A Family Child Care Home I provider may be approved to serve no more than two (2) additional school-age children during non-school hours. A Family Child Care Home II operation may be either in the provider's own place of residence or a site other than the residence, serving twelve (12) or fewer children at any one time. In addition to these regulations, Child Care Homes shall meet all requirements of the State of Nebraska.

**CITY** shall mean the City of La Vista.

**CODE** shall mean the Municipal Code of the City of La Vista.

**COFFEE KIOSK** shall mean a retail food business in a freestanding building that sells coffee, or other beverages, and remade bakery goods from a drive-through window or walk-up window. *(Ordinance No. 1053, 1-15-08)*

**COLLEGE AND UNIVERSITY** shall mean an educational institution offering advanced instruction in any academic field beyond the secondary level, including trade schools or business colleges. *(Ordinance No. 1168, 3-6-12)*

**COMMISSION** shall mean the La Vista Planning Commission.

**COMMERCIAL MESSAGE** shall mean any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity. (*Ordinance No. 1083, 2-17-09*)

**COMMON AREA OR PROPERTY** shall mean a parcel or parcels of land, together with the improvements thereon, the use and enjoyment of which are shared by the owners of the individual building sites in a Planned Development or condominium development.

**COMMUNICATION SERVICES** shall mean establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded are facilities classified as major utility services or wireless communication towers.

Typical uses include television studios, communication service centers, internet service offices, or film and sound recording facilities. (*Ordinance No. 1083, 2-17-09*)

**COMPATIBILITY** shall mean harmony in the appearance of two or more external design features in the same vicinity.

**COMPATIBLE USES** shall mean a land use which is congruous with, tolerant of, and has no adverse effects on existing neighboring uses. Incompatibility may be affected by pedestrian or vehicular traffic generation, volume of goods handled and environmental elements such as noise, dust, odor, air pollution, glare, lighting, debris generated, contamination of surface or ground water, aesthetics, vibration, electrical interference, and radiation.

**COMPREHENSIVE PLAN** shall mean the Comprehensive Plan of La Vista, Nebraska as adopted by the City Council, setting forth policies for the present and foreseeable future community welfare as a whole and meeting the purposes and requirements set forth in Section 19-903, R.R.S. 1943, as the same may, from time-to-time, be amended.

**CONCRETE BATCH PLANT** shall mean an industrial facility used for the production of concrete, used in building or construction, and includes facilities for the administration or management of the business.

**CONDITIONAL USE** shall mean a use where allowed by the district regulations, that would not be appropriate generally throughout the zoning district without restrictions, but which, if controlled as to number, size, area, location, relation to the neighborhood or other minimal protective characteristics would not be detrimental to the public health, safety, and general welfare.

**CONDITIONAL USE PERMIT** shall mean a permit issued by the Planning Commission and City Council that authorizes the recipient to make conditional use of property in accordance with the provisions of Article 6 and any additional conditions placed upon, or required by said permit.

**CONDOMINIUM** shall mean a structure or structures proposed for construction comprising a project in which an undivided interest in the land is coupled with the right to the exclusive occupancy of a designated residential space and/or spaces and accompanying facilities.

**CONGREGATE HOUSING** shall mean a residential facility for four or more persons fifty-five (55) years or over, their spouses, or surviving spouses, providing living and sleeping facilities including meal preparation, dining areas, laundry services, room cleaning and common recreational, social, and service facilities for the exclusive use of all residents including resident staff personnel who occupy a room or unit in the residential facility. (Also see Housing for the elderly)

**CONSERVATION** shall mean the protection and care that prevent destruction or deterioration of historical or otherwise significant structures, buildings or natural resources.

**CONSERVATION AREA** shall mean environmentally sensitive and valuable lands protected from any activity that would significantly alter their ecological integrity, balance or character, except in overriding public interest, including but not limited to: wetlands, floodways, flood plains, drainage ways, river or stream banks, and areas of significant biological productivity or uniqueness.

**CONSERVATION EASEMENT** shall mean an easement granting a right or interest in real property that is appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition and retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses.

**CONSTRUCTION** shall mean on-site erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not restricted to, clearing of land, earth moving, blasting and landscaping. (*Ordinance No. 1083, 2-17-09*)

**CONTIGUOUS** shall mean the same as "Abut".

**CONTINUING CARE RETIREMENT COMMUNITY** shall offer services and housing packages that allow access to senior independent living, assisted living, and nursing care facilities. Seniors who are independent may live in a single-family home, apartment or condominium within the Continuing Care Retirement Community. When members of the community begin to need help with activities of daily living (e.g. bathing, dressing, eating, etc.), they may be transferred to an assisted living or nursing care facility on the same site.

**CONVENIENCE STORE** shall mean a one-story, retail store that is designed and stocked to sell primarily food, beverages, and other household supplies to customers who purchase only a relatively few items (in contrast to a "supermarket.") It is dependent on, and is designed to attract and accommodate large volumes of stop-and-go traffic. Fuel sales shall be limited to automobiles, pick-up trucks, boats, recreational vehicles, motorcycles, and small motorized equipment. (Ordinance No. 1083, 2-17-09)

**SECTION 2. Amendment of Section 5.14.** Section 5.14 of the Ordinance No. 848 is hereby amended to read as follows:

**Section 5.14 I-2 Heavy Industrial**

**5.14.1 Intent:** *It is the intent of the Heavy Industrial District Regulations to provide for industrial uses and services, including some manufacturing, wholesaling and storage activities; to preserve land for the expansion of the basic economic activities; to avoid incompatible land uses; to serve these areas with adequate transportation facilities; and to prevent or mitigate hazards to adjacent properties. (Ordinance No. 1053, 1-15-08)*

Adult Entertainment Facilities are included in this Zoning District. The intent of the La Vista Zoning Ordinance is not to prohibit these uses but to regulate the secondary effects of these uses within the community.

**5.14.2 Permitted Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)**

5.14.2.01	Assembly, fabrication, <i>packaging</i> , and processing of products inside an enclosed building, except hazardous or toxic materials
5.14.2.02	<i>Automotive services, except repair, towing and wrecking</i>
5.14.2.03	<i>Business services</i>
5.14.2.04	<i>Facilities for building construction contractors</i>
5.14.2.05	<i>Landscape and horticultural services</i>
5.14.2.06	<i>Medical and dental laboratories</i>
5.14.2.07	<i>Miscellaneous repair services, not including automotive</i>
5.14.2.08	<i>Printing, publishing, and allied industries</i>
5.14.2.09	<i>Electric, gas and sanitary services, not including collection and disposal of solid waste or hazardous waste</i>
5.14.2.10	<i>General warehousing</i>
5.14.2.11	<i>Testing laboratories</i>
5.14.2.12	<i>Facilities for heavy construction contractors</i>
5.14.2.13	<i>Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components</i>
5.14.2.14	Manufacture of light sheet metal products including heating and ventilation equipment.
5.14.2.15	<i>Manufacturing of food and kindred products, limited to bakery items, dairy products, sugar and confectionary products, and beverages</i>
5.14.2.16	<i>Manufacturing stone, clay, glass and concrete products</i>
5.14.2.17	Millwork; veneer, plywood and structural wood products manufacturing.
5.14.2.18	<i>Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)</i>
5.14.2.19	<i>Special and vocational educational and training facilities. (Ordinance No. 950, 3-1-05)</i>
5.14.2.20	Transportation services
5.14.2.21	Trucking and courier services, except air
5.14.2.22	Veterinary Services, including livestock
5.14.2.23	<i>Wholesale trade of goods</i>
5.14.2.24	<i>Microbreweries without on-site sales</i>

**5.14.3 Permitted Conditional Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)**

5.14.3.01	<i>Automotive rental / leasing and other heavy equipment rental</i>
5.14.3.02	<i>Manufacturing of food and kindred products, except bakery items, dairy products, sugar and confectionary products, and beverages</i>
5.14.3.03	<i>Lumber and other building materials dealer</i>
5.14.3.04	<i>Outdoor storage or display of merchandise</i>
5.14.3.05	Radio, television and communication towers and transmitters, as per Section 7.11
5.14.3.06	Utility substations, terminal facilities, and reservoirs
5.14.3.07	Farm-implement sales and service

5.14.3.08 *Temporary Batch plant for concrete, asphalt, or paving material, not to exceed 24 months of operations*

5.14.3.09 Cabinetry millwork

5.14.3.10 *Recycling center for computers, televisions and household items*

5.14.3.11 Storage of bulk petroleum products

5.14.3.12 *The manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities. (Ordinance No. 855, 3-5-02)*

5.14.3.13 *Gasoline service stations*

5.14.3.14 *Automotive repair services*

5.14.3.15 *Sale of recreational vehicles, including boats and jet skis*

**5.14.3.16** *Indoor recreational facility (Ordinance No. 918, 10-6-03)*

**5.14.3.17** *Self-service storage facility (Ordinance No. 1069, 8-19-08)*

5.14.3.18 Adult Entertainment establishments

1. No Adult business shall be closer than 500 feet to any similar use and no closer than 500feet to a residential district / use, religious uses, educational uses and recreational uses. Measurements shall be made in a straight line, without regard to intervening structures or objects, from the main entrance of such adult business to the point on the property line of such other adult business, residential district / use, religious use, educational uses and recreational use. In addition, no Adult establishment shall be located within the Gateway Corridor Overlay or within 500 feet of said Overlay Corridor.
2. Said businesses shall be screened along adjoining property lines as to prevent any direct visual contact of the adult business at the perimeter.
3. Doors, curtains and any other means of obstruction to the opening of all booths and other preview areas, including but not limited to Adult Novelty Businesses, Adult Motion Picture Arcades, Adult Mini-Motion Picture Theaters, and Adult Motion Picture Theaters shall be removed and kept off at all times during the execution of this Permit. Failure to comply with this condition shall result in revocation of the Conditional Use Permit.
4. No adult business shall be open for business between the hours of one am and six a.m.
5. The proposed location, design, construction and operation of the particular use adequately safeguards the health, safety, and general welfare of persons residing or working in adjoining or surrounding property.
6. Such use shall not impair an adequate supply of light and air to surrounding property.
7. Such use shall not unduly increase congestion in the streets or public danger of fire and safety.
8. Any explicit signs shall not be seen from any point off-premises.
9. Such use shall not diminish or impair established property values in adjoining or surrounding property.
10. Such use shall be in accord with the intent, purpose and spirit of this Ordinance and the Comprehensive Development Plan of La Vista, Nebraska.
11. Applications for adult businesses under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its effect on surrounding property and shall include a site plan defining the areas to be developed for buildings and structure, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls, the location and type of landscaping, and the location, size and number of signs.
12. An adult business shall post a sign at the entrance of the premises which shall state the nature of the business and shall state that no one under the age of eighteen (18) years of age is allowed on the premises. This Section shall not be construed to prohibit the owner from establishing an older age limitation for coming on the premises.
13. Prohibited Activities of Adult Businesses
  - A. No adult business shall employ any person less than eighteen (18) years of age.
  - B. No adult business shall furnish any merchandise or services to any person who is under eighteen (18) years of age.
  - C. No adult business shall be conducted in any manner that permits the observation of any model or any material depicting, describing or relating to specified sexual activities or specified anatomical areas by display, decoration, sign, show window or other opening from any public way or from any property not licensed as an adult use. No operator of an adult business or any officer, associate, member, representative, agent, owner, or employee of such

5.14.3.19	business shall engage in any activity or conduct in or about the premises which is prohibited by this Ordinance or any other laws of the State.
5.14.3.20	D. No part of the interior of the adult business shall be visible from the pedestrian sidewalk, walkway, street, or other public or semi-public area.
5.14.3.21	<i>Industrial Condominiums</i> <i>Microbreweries with on-site sales</i> <i>Concrete Batch Plant</i>

**5.14.4 Permitted Accessory Uses:**

5.14.4.01	Buildings and uses customarily incidental to the permitted uses
5.14.4.02	Parking as permitted in Section 7.05 through 7.09
5.14.4.03	Signs allowed in Section 7.01 through 7.04
5.14.4.04	Temporary buildings and uses incidental to construction work which will be removed upon completion or abandonment of the construction work
5.14.4.05	Live-in quarters used by live-in watchman or custodians during periods of construction
5.14.4.06	Landscaping as required by Section 7.17

**5.14.5 Height and Lot Requirements:**

5.14.5.01	The height and minimum lot requirements shall be as follows:
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Use	Lot Area (SF) <sup>2</sup>	Lot Width <sup>2</sup>	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	100	35' <sup>1</sup>	30'	25'	45'	75%
Permitted Conditional Uses	10,000	100	35' <sup>1</sup>	30'	25'	45'	75%

<sup>1</sup> 35' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of sixty (60) feet.

<sup>2</sup> *Lots created before January 1, 2008 may have a minimum Lot Area of 10,000 square feet and may have less than the minimum 100 feet lot width. (Ordinance No. 1053, 1-15-08)*

**5.14.6 Use Limitations:**

5.14.6.01	When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within <i>thirty (30)</i> feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04. <i>(Ordinance No. 1053, 1-15-08)</i>
5.14.6.02	Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
5.14.6.03	<i>No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling. (Ordinance No. 1053, 1-15-08)</i>

**5.14.7 Performance Standards:**

See Section 7.16 of the Supplemental Regulations.

**SECTION 3. Repeal of Sections 2.04 and 5.14 as Previously Enacted.** Sections 2.04 and 5.14 of Ordinance No. 848 as previously enacted is hereby repealed.

**SECTION 4. Severability Clause.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION 5. Effective Date.** This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

**SECTION 6.** This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## **Section 2.04 - Definitions: C**

**CAMPGROUND** shall mean a parcel of land intended for the temporary occupancy of tents, campers, and recreational vehicles and which primary purpose is recreational, having open areas that are natural in character.

**CAR WASH** shall mean a building or structure or an area of land with machine or hand operated facilities for the cleaning, washing, polishing, or waxing of motor vehicles, not including semi-trailer tractors, buses, and commercial fleets.

**CARPORT** shall mean a permanent roofed structure with not more than two (2) enclosed sides used or intended to be used for automobile shelter and storage.

**CELLAR** shall mean a building space having more than one-half (1/2) of its height below the average adjoining grade lines.

**CEMETERY** shall mean land used or intended to be used for the burial of the dead and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

**CHANGEABLE COPY** shall refer to a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without, altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance. A sign on which the only copy changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance. (*Ordinance No. 1083, 2-17-09*)

**CHANNEL** shall mean the geographical area within either the natural or artificial banks of a watercourse or drainway.

**CHARITABLE ORGANIZATION or CLUB** shall mean a public or semi-public institutional use of a philanthropic, charitable, benevolent, religious, or eleemosynary character, but not including sheltering or caring of animals. (*Ordinance No. 1083, 2-17-09*)

**CHILD CARE CENTER** shall mean an establishment other than a public or parochial school, which provides day care, play groups, nursery schools or education for thirteen (13) or more children under age 13, at any one time, from families other than that of the provider. In addition to these regulations, Child Care Centers shall meet all requirements of the State of Nebraska.

**CHILD CARE HOME** shall mean an operation in the provider's place of residence which serves at least four (4), but not more than eight (8) children at any one time, from families other than that of the provider. A Family Child Care Home I provider may be approved to serve no more than two (2) additional school-age children during non-school hours. A Family Child Care Home II operation may be either in the provider's own place of residence or a site other than the residence, serving twelve (12) or fewer children at any one time. In addition to these regulations, Child Care Homes shall meet all requirements of the State of Nebraska.

**CITY** shall mean the City of La Vista.

**CODE** shall mean the Municipal Code of the City of La Vista.

**COFFEE KIOSK** shall mean a retail food business in a freestanding building that sells coffee, or other beverages, and remade bakery goods from a drive-through window or walk-up window. (*Ordinance No. 1053, 1-15-08*).

**COLLEGE AND UNIVERSITY** shall mean an educational institution offering advanced instruction in any academic field beyond the secondary level, including trade schools or business colleges. (*Ordinance No. 1168, 3-6-12*)

**COMMISSION** shall mean the La Vista Planning Commission.

**COMMERCIAL MESSAGE** shall mean any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity. (Ordinance No. 1083, 2-17-09)

**COMMON AREA OR PROPERTY** shall mean a parcel or parcels of land, together with the improvements thereon, the use and enjoyment of which are shared by the owners of the individual building sites in a Planned Development or condominium development.

**COMMUNICATION SERVICES** shall mean establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded are facilities classified as major utility services or wireless communication towers. Typical uses include television studios, communication service centers, internet service offices, or film and sound recording facilities. (Ordinance No. 1083, 2-17-09)

**COMPATIBILITY** shall mean harmony in the appearance of two or more external design features in the same vicinity.

**COMPATIBLE USES** shall mean a land use which is congruous with, tolerant of, and has no adverse effects on existing neighboring uses. Incompatibility may be affected by pedestrian or vehicular traffic generation, volume of goods handled and environmental elements such as noise, dust, odor, air pollution, glare, lighting, debris generated, contamination of surface or ground water, aesthetics, vibration, electrical interference, and radiation.

**COMPREHENSIVE PLAN** shall mean the Comprehensive Plan of La Vista, Nebraska as adopted by the City Council, setting forth policies for the present and foreseeable future community welfare as a whole and meeting the purposes and requirements set forth in Section 19-903, R.R.S. 1943, as the same may, from time-to-time, be amended.

**CONCRETE BATCH PLANT** shall mean an industrial facility used for the production of concrete, used in building or construction, and includes facilities for the administration or management of the business.

**CONDITIONAL USE** shall mean a use where allowed by the district regulations, that would not be appropriate generally throughout the zoning district without restrictions, but which, if controlled as to number, size, area, location, relation to the neighborhood or other minimal protective characteristics would not be detrimental to the public health, safety, and general welfare.

**CONDITIONAL USE PERMIT** shall mean a permit issued by the Planning Commission and City Council that authorizes the recipient to make conditional use of property in accordance with the provisions of Article 6 and any additional conditions placed upon, or required by said permit.

**CONDOMINIUM** shall mean a structure or structures proposed for construction comprising a project in which an undivided interest in the land is coupled with the right to the exclusive occupancy of a designated residential space and/or spaces and accompanying facilities.

**CONGREGATE HOUSING** shall mean a residential facility for four or more persons fifty-five (55) years or over, their spouses, or surviving spouses, providing living and sleeping facilities including meal preparation, dining areas, laundry services, room cleaning and common recreational, social, and service facilities for the exclusive use of all residents including resident staff personnel who occupy a room or unit in the residential facility. (Also see Housing for the elderly)

**CONSERVATION** shall mean the protection and care that prevent destruction or deterioration of historical or otherwise significant structures, buildings or natural resources.

**CONSERVATION AREA** shall mean environmentally sensitive and valuable lands protected from any activity that would significantly alter their ecological integrity, balance or character, except in overriding public interest, including but not limited to: wetlands, floodways, flood plains, drainage ways, river or stream banks, and areas of significant biological productivity or uniqueness.

**CONSERVATION EASEMENT** shall mean an easement granting a right or interest in real property that is appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition and retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses.

**CONSTRUCTION** shall mean on-site erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not restricted to, clearing of land, earth moving, blasting and landscaping. (**Ordinance No. 1083, 2-17-09**)

**CONTIGUOUS** shall mean the same as "Abut".

**CONTINUING CARE RETIREMENT COMMUNITY** shall offer services and housing packages that allow access to senior independent living, assisted living, and nursing care facilities. Seniors who are independent may live in a single-family home, apartment or condominium within the Continuing Care Retirement Community. When members of the community begin to need help with activities of daily living (e.g. bathing, dressing, eating, etc.), they may be transferred to an assisted living or nursing care facility on the same site.

**CONVENIENCE STORE** shall mean a one-story, retail store that is designed and stocked to sell primarily food, beverages, and other household supplies to customers who purchase only a relatively few items (in contrast to a "supermarket.") It is dependent on, and is designed to attract and accommodate large volumes of stop-and-go traffic. Fuel sales shall be limited to automobiles, pick-up trucks, boats, recreational vehicles, motorcycles, and small motorized equipment. (**Ordinance No. 1083, 2-17-09**)

## Section 5.14 I-2 Heavy Industrial

**5.14.1 Intent:** *It is the intent of the Heavy Industrial District Regulations to provide for industrial uses and services, including some manufacturing, wholesaling and storage activities; to preserve land for the expansion of the basic economic activities; to avoid incompatible land uses; to serve these areas with adequate transportation facilities; and to prevent or mitigate hazards to adjacent properties. (Ordinance No. 1053, 1-15-08)*

Adult Entertainment Facilities are included in this Zoning District. The intent of the La Vista Zoning Ordinance is not to prohibit these uses but to regulate the secondary effects of these uses within the community.

**5.14.2 Permitted Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)**

- 5.14.2.01 Assembly, fabrication, *packaging*, and processing of products inside an enclosed building, except hazardous or toxic materials
- 5.14.2.02 *Automotive services, except repair, towing and wrecking*
- 5.14.2.03 *Business services*
- 5.14.2.04 *Facilities for building construction contractors*
- 5.14.2.05 *Landscape and horticultural services*
- 5.14.2.06 *Medical and dental laboratories*
- 5.14.2.07 *Miscellaneous repair services, not including automotive*
- 5.14.2.08 *Printing, publishing, and allied industries*
- 5.14.2.09 *Electric, gas and sanitary services, not including collection and disposal of solid waste or hazardous waste*
- 5.14.2.10 *General warehousing*
- 5.14.2.11 *Testing laboratories*
- 5.14.2.12 *Facilities for heavy construction contractors*
- 5.14.2.13 *Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components*
- 5.14.2.14 Manufacture of light sheet metal products including heating and ventilation equipment.
- 5.14.2.15 *Manufacturing of food and kindred products, limited to bakery items, dairy products, sugar and confectionary products, and beverages*
- 5.14.2.16 *Manufacturing stone, clay, glass and concrete products*
- 5.14.2.17 *Millwork; veneer, plywood and structural wood products manufacturing.*
- 5.14.2.18** *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
- 5.14.2.19** *Special and vocational educational and training facilities. (Ordinance No. 950, 3-1-05)*
- 5.14.2.20 Transportation services
- 5.14.2.21 Trucking and courier services, except air
- 5.14.2.22 Veterinary Services, including livestock
- 5.14.2.23 *Wholesale trade of goods*
- 5.14.2.24 *Microbreweries without on-site sales*

**5.14.3 Permitted Conditional Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)**

- 5.14.3.01 *Automotive rental / leasing and other heavy equipment rental*
- 5.14.3.02 *Manufacturing of food and kindred products, except bakery items, dairy products, sugar and confectionary products, and beverages*
- 5.14.3.03 *Lumber and other building materials dealer*
- 5.14.3.04 *Outdoor storage or display of merchandise*
- 5.14.3.05 Radio, television and communication towers and transmitters, as per Section 7.11
- 5.14.3.06 Utility substations, terminal facilities, and reservoirs
- 5.14.3.07 Farm-implement sales and service
- 5.14.3.08 *Temporary Batch plant for concrete, asphalt, or paving material, not to exceed 24 months of operations*
- 5.14.3.09 Cabinetry millwork
- 5.14.3.10 *Recycling center for computers, televisions and household items*
- 5.14.3.11 Storage of bulk petroleum products
- 5.14.3.12 *The manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities. (Ordinance No. 855, 3-5-02)*
- 5.14.3.13 *Gasoline service stations*

5.14.3.14	<i>Automotive repair services</i>
5.14.3.15	<i>Sale of recreational vehicles, including boats and jet skis</i>
5.14.3.16	<i>Indoor recreational facility (Ordinance No. 918, 10-6-03)</i>
5.14.3.17	<i>Self-service storage facility (Ordinance No. 1069, 8-19-08)</i>
5.14.3.18	Adult Entertainment establishments <ul style="list-style-type: none"> <li>1. No Adult business shall be closer than 500 feet to any similar use and no closer than 500feet to a residential district / use, religious uses, educational uses and recreational uses. Measurements shall be made in a straight line, without regard to intervening structures or objects, from the main entrance of such adult business to the point on the property line of such other adult business, residential district / use, religious use, educational uses and recreational use. In addition, no Adult establishment shall be located within the Gateway Corridor Overlay or within 500 feet of said Overlay Corridor.</li> <li>2. Said businesses shall be screened along adjoining property lines as to prevent any direct visual contact of the adult business at the perimeter.</li> <li>3. Doors, curtains and any other means of obstruction to the opening of all booths and other preview areas, including but not limited to Adult Novelty Businesses, Adult Motion Picture Arcades, Adult Mini-Motion Picture Theaters, and Adult Motion Picture Theaters shall be removed and kept off at all times during the execution of this Permit. Failure to comply with this condition shall result in revocation of the Conditional Use Permit.</li> <li>4. No adult business shall be open for business between the hours of one am and six a.m.</li> <li>5. The proposed location, design, construction and operation of the particular use adequately safeguards the health, safety, and general welfare of persons residing or working in adjoining or surrounding property.</li> <li>6. Such use shall not impair an adequate supply of light and air to surrounding property.</li> <li>7. Such use shall not unduly increase congestion in the streets or public danger of fire and safety.</li> <li>8. Any explicit signs shall not be seen from any point off-premises.</li> <li>9. Such use shall not diminish or impair established property values in adjoining or surrounding property.</li> <li>10. Such use shall be in accord with the intent, purpose and spirit of this Ordinance and the Comprehensive Development Plan of LaVista, Nebraska.</li> <li>11. Applications for adult businesses under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its effect on surrounding property and shall include a site plan defining the areas to be developed for buildings and structure, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls, the location and type of landscaping, and the location, size and number of signs.</li> <li>12. An adult business shall post a sign at the entrance of the premises which shall state the nature of the business and shall state that no one under the age of eighteen (18) years of age is allowed on the premises. This Section shall not be construed to prohibit the owner from establishing an older age limitation for coming on the premises.</li> <li>13. Prohibited Activities of Adult Businesses <ul style="list-style-type: none"> <li>A. No adult business shall employ any person less than eighteen (18) years of age.</li> <li>B. No adult business shall furnish any merchandise or services to any person who is under eighteen (18) years of age.</li> <li>C. No adult business shall be conducted in any manner that permits the observation of any model or any material depicting, describing or relating to specified sexual activities or specified anatomical areas by display, decoration, sign, show window or other opening from any public way or from any property not licensed as an adult use. No operator of an adult business or any officer, associate, member, representative, agent, owner, or employee of such business shall engage in any activity or conduct in or about the premises which is prohibited by this Ordinance or any other laws of the State.</li> <li>D. No part of the interior of the adult business shall be visible from the pedestrian sidewalk, walkway, street, or other public or semi-public area.</li> </ul> </li> </ul>
5.14.3.19	<i>Industrial Condominiums</i>
5.14.3.20	<i>Microbreweries with on-site sales</i>
5.14.3.21	<i>Concrete Batch Plant</i>

**5.14.4 Permitted Accessory Uses:**

- 5.14.4.01 Buildings and uses customarily incidental to the permitted uses
- 5.14.4.02 Parking as permitted in Section 7.05 through 7.09
- 5.14.4.03 Signs allowed in Section 7.01 through 7.04
- 5.14.4.04 Temporary buildings and uses incidental to construction work which will be removed upon completion or abandonment of the construction work
- 5.14.4.05 Live-in quarters used by live-in watchman or custodians during periods of construction
- 5.14.4.06 Landscaping as required by Section 7.17

**5.14.5 Height and Lot Requirements:**

- 5.14.5.01 The height and minimum lot requirements shall be as follows:

Use	Lot Area (SF) <sup>2</sup>	Lot Width <sup>2</sup>	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	100	35' <sup>1</sup>	30'	25'	45'	75%
Permitted Conditional Uses	10,000	100	35' <sup>1</sup>	30'	25'	45'	75%

<sup>1</sup> 35' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of sixty (60) feet.

<sup>2</sup> *Lots created before January 1, 2008 may have a minimum Lot Area of 10,000 square feet and may have less than the minimum 100 feet lot width. (Ordinance No. 1053, 1-15-08)*

**5.14.6 Use Limitations:**

- 5.14.6.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within thirty (30) feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04. (**Ordinance No. 1053, 1-15-08**)
- 5.14.6.02 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 5.14.6.03 *No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling. (Ordinance No. 1053, 1-15-08)*

**5.14.7 Performance Standards:**

See Section 7.16 of the Supplemental Regulations.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ZONING TEXT AMENDMENTS — FLAGS	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.07 (Definitions-F) and 4.15 (Permitted Modifications of Height Restrictions) of the Zoning Ordinance to define and regulate flags.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.07 (Definitions-F) and 4.15 (Permitted Modifications of Height Restrictions) of the Zoning Ordinance to define and regulate flags.

The proposed changes to the Zoning Ordinance adds a definition for “flag” that prohibits the use of flags for commercial purposes, removes flag poles from the list of structures exempt from height regulations, and creates a section that sets the maximum height of flag poles at 50’ or 25% above the accompanying building’s height, whichever value is lesser. After input from the Planning Commission, language has been added to the zoning text amendment to specify that the height of a flag pole is measured from the ground.

Redline copies of the proposed amendments are attached.

The Planning Commission held a public hearing on August 16, 2018, and unanimously recommended to the City Council approval of the text amendments.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO AMEND SECTIONS 2.07 AND 4.15 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTIONS 2.07 AND 4.15 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

**SECTION 1. Amendment of Section 2.07.** Section 2.07 of the Ordinance No. 848 is hereby amended to read as follows:

**Section 2.07 - Definitions: F**

**FAÇADE** shall mean the exterior wall of a building exposed to public view from the building's exterior.

**FACTORY** shall mean a structure or plant within which something is made or manufactured from raw or partly wrought materials into forms suitable for use.

**FAMILY** shall mean a person living alone, or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities: (1) any number of people related by blood, marriage, adoption, guardianship, or duly-authorized custodial relationship; (2) up to four unrelated people and any related children; and (3) a group care home. Family does not include any society, club, fraternity, sorority, association, lodge, organization, group of students, or other individuals where the common living arrangement is temporary or seasonal. Also, the term does not include any group of individuals who are in a group living arrangement as a result of criminal offenses. (Ordinance No. 1083, 2-17-09)

**FARM** an area containing at least twenty (20) acres or more which is used for growing of the usual farm products such as vegetables, fruit, and grain; storing of such products; and/or raising farm animals. The term farming includes the operating of such area for two or more of the above uses with the necessary accessory uses for treating or storing the produce and the feeding of livestock as hereinafter prescribed provided such accessory uses do not include the feeding of garbage or offal to swine or other animals. (Ordinance No. 1083, 2-17-09)

**FEEDLOT** shall mean a lot, yard, corral or other area in which livestock are confined, primarily for the purpose of feeding and growth prior to slaughter. The term does not include areas which are used for raising crops or other vegetation or upon which livestock are allowed to graze.

**FENCE, OPEN** shall mean a fence, including gates, which has fifty percent (50%) or more of the surface area in open spaces which affords direct views through the fence. (Ordinance No. 1083, 2-17-09)

**FENCE, SEASONAL** shall mean a temporary fence constructed of plastic or wood lathe erected and maintained from October through April to prevent snow drifting. (Ordinance No. 871, 10-15-02)

**FENCE, SOLID** shall mean any fence which does not qualify as an open fence.

**FESTIVAL** shall mean the sale of ethnic specialty, regional, and gourmet foods, art and crafts, live musical entertainment, in an outdoor setting. (Ordinance No. 1083, 2-17-09)

**FLAG** shall mean any fabric containing distinctive colors, patterns, or symbols, used as a symbol of a national, state, or local governmental entity that is attached to a pole structure on one vertical side only; a flag shall not bear any non-governmental logo or represent any commercial interest or use.

**FLOOD** (see Section 5.18.25 of this Ordinance)

**FLOOD PLAIN** (see Section 5.18.25 of this Ordinance)

**FLOODWAY** (see Section 5.18.25 of this Ordinance)

**FLOOR AREA** whenever the term "floor area" is used in this Regulation as a basis for requiring off-street parking for any structure, it shall be assumed that, unless otherwise stated, said floor area applies not only to the ground floor area but also to any additional stories of said structure. All horizontal dimensions shall be taken from the exterior faces of walls.

**FOOD SALES** shall mean establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

**FOOD SALES (LIMITED)** shall mean food sales establishments occupying 10,000 square feet or less of space.

**FOOD SALES (GENERAL)** shall mean food sales establishments occupying more than 10,000 square feet of space. Typically a supermarket.

**FRONTAGE** shall mean that portion of a parcel of property which abuts a dedicated public street or highway.

**SECTION 2. Amendment of Section 4.15.** Section 4.15 of the Ordinance No. 848 is hereby amended to read as follows:

**Section 4.15 Permitted Modifications of Height Regulations.**

4.15.01 The height limitations of this Ordinance shall not apply to:

Belfries	Public Monuments
Chimneys	Ornamental Towers and Spires
Church Spires	Radio and Television
Conveyors	Towers less than 125 feet in height
Cooling Towers	Silos
Elevator Bulkheads	Smoke Stacks
Fire Towers	Stage Towers or Scenery Lots
Water Towers and Standpipes	Tanks
Air-Pollution Prevention Devices	

4.15.02 When permitted in a district, public or semi-public service buildings, hospitals, institutions, or schools may be erected to a height not exceeding seventy-five (75) feet when each required yard line is increased by at least one (1) foot for each one (1) foot of additional building height above the height regulations for the district in which the building is located.

4.15.03 Flag pole height shall not exceed the height of its accompanying building by more than 25% of the building's height as constructed. The maximum height allowed for a flag pole shall be 50' or 25% above the accompanying building's height, whichever is the lesser value.

**SECTION 3. Repeal of Sections 2.07 and 4.15 as Previously Enacted.** Sections 2.07 and 4.15 of Ordinance No. 848 as previously enacted is hereby repealed.

**SECTION 4. Severability Clause.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION 5. Effective Date.** This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

**SECTION 6.** This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## **Section 2.07 - Definitions: F**

**FAÇADE** shall mean the exterior wall of a building exposed to public view from the building's exterior.

**FACTORY** shall mean a structure or plant within which something is made or manufactured from raw or partly wrought materials into forms suitable for use.

**FAMILY** shall mean a person living alone, or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities: (1) any number of people related by blood, marriage, adoption, guardianship, or duly-authorized custodial relationship; (2) up to four unrelated people and any related children; and (3) a group care home.

Family does not include any society, club, fraternity, sorority, association, lodge, organization, group of students, or other individuals where the common living arrangement is temporary or seasonal. Also, the term does not include any group of individuals who are in a group living arrangement as a result of criminal offenses. (Ordinance No. 1083, 2-17-09)

**FARM** an area containing at least twenty (20) acres or more which is used for growing of the usual farm products such as vegetables, fruit, and grain; storing of such products; and/or raising farm animals. The term farming includes the operating of such area for two or more of the above uses with the necessary accessory uses for treating or storing the produce and the feeding of livestock as hereinafter prescribed provided such accessory uses do not include the feeding of garbage or offal to swine or other animals. (Ordinance No. 1083, 2-17-09)

**FEEDLOT** shall mean a lot, yard, corral or other area in which livestock are confined, primarily for the purpose of feeding and growth prior to slaughter. The term does not include areas which are used for raising crops or other vegetation or upon which livestock are allowed to graze.

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**FLOOD** (see Section 5.18.25 of this Ordinance)

**FLOOD PLAIN** (see Section 5.18.25 of this Ordinance)

**FLOODWAY** (see Section 5.18.25 of this Ordinance)

**FLOOR AREA** whenever the term "floor area" is used in this Regulation as a basis for requiring off-street parking for any structure, it shall be assumed that, unless otherwise stated, said floor area applies not only to the ground floor area but also to any additional stories of said structure. All horizontal dimensions shall be taken from the exterior faces of walls.

**FOOD SALES** shall mean establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

**FOOD SALES (LIMITED)** shall mean food sales establishments occupying 10,000 square feet or less of space.

**FOOD SALES (GENERAL)** shall mean food sales establishments occupying more than 10,000 square feet of space. Typically a supermarket.

**FRONTAGE** shall mean that portion of a parcel of property which abuts a dedicated public street or highway.

#### **Section 4.15 Permitted Modifications of Height Regulations.**

4.15.01 The height limitations of this Ordinance shall not apply to:

Belfries	Public Monuments
Chimneys	Ornamental Towers and Spires
Church Spires	Radio and Television
Conveyors	Towers less than 125 feet in height
Cooling Towers	Silos
Elevator Bulkheads	Smoke Stacks
Fire Towers	Stage Towers or Scenery Lots
Water Towers and Standpipes	Tanks
<b>Flag Poles</b>	<b>Air-Pollution Prevention Devices</b>

4.15.02 When permitted in a district, public or semi-public service buildings, hospitals, institutions, or schools may be erected to a height not exceeding seventy-five (75) feet when each required yard line is increased by at least one (1) foot for each one (1) foot of additional building height above the height regulations for the district in which the building is located.

**4.15.03** **Flag pole height, as measured from the ground, shall not exceed the height of its accompanying building by more than 25% of the building's height as constructed. The maximum height allowed for a flag pole shall be 50' or 25% above the accompanying building's height, whichever is the lesser value.**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR PUD SITE PLAN – LOT 1, ROTELLA'S FIRST ADDITION, LOTS 4, 5, 6, 15, 16, 17, AND 28A OAKDALE PARK, AND TAX LOT 8A2 (108 <sup>TH</sup> ST & HARRISON ST)	<input checked="" type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

**SYNOPSIS**

A public hearing has been scheduled and a resolution prepared to approve a PUD Site Plan and a PUD ordinance prepared to allow for a campus plan for the existing Rotella's Italian Bakery, located on approximately 30.65 acres southeast of 108<sup>th</sup> and Harrison Streets.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled to consider an application submitted by Rotella's Italian Bakery for a PUD Site Plan and PUD ordinance, for approximately 30.65 acres platted as Lot 1, Rotella's First Addition, Lots 4, 5, 6, 15, 16, 17, and 28A Oakdale Park, and Tax Lot 8A2. The project is located southeast of 108<sup>th</sup> and Harrison Streets.

The application for the PUD site plan and PUD ordinance is to allow for a campus plan detailing existing conditions and future developments. A detailed staff report is attached, however it is worth noting that the PUD Ordinance provides for some exceptions to the building heights requirements as listed in the I-2 Heavy Industrial District. Maximum allowable building heights in this zoning classification are 45 feet. On lots that do not front residential properties the PUD Ordinance allows for a maximum building height of 55 feet. On Lots 4, 5, 16, and 17 Oakdale Park, the PUD Ordinance allows for a maximum building height of 130 feet (this is the area where the planned cold storage facility will be located).

The Planning Commission held a public hearing on August 16, 2018 and unanimously voted to recommend approval of the PUD, as the PUD request is consistent with the Comprehensive Plan and the Zoning ordinance.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN FOR LOT 1, ROTELLA'S FIRST ADDITION, LOTS 4, 5, 6 15, 16, 17 AND 28A OAKDALE PARK, AND TAX LOT 8A2, ALL LOCATED IN THE NW 1/4 OF SECTION 16, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Rotella's Italian Bakery, has made an application for approval of a PUD site plan for Lot 1, Rotella's First Addition, Lots 4, 5, 6, 15, 16, 17, and 28A Oakdale Park, and Tax Lot 8A2; and

WHEREAS, the City Planner and the City Engineer have reviewed the PUD site plan; and

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the PUD site plan for Lot 1, Rotella's First Addition, Lots 4, 5, 6, 15, 16, 17, and 28A Oakdale Park, and Tax Lot 8A2, all located in the Northwest 1/4 of Section 16, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located souteast of 108<sup>th</sup> Street and Harrison Street, be, and hereby is, approved.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMMENDING THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Planned Unit Development plan for Rotella's (the "Rotella's Campus Plan PUD") is hereby adopted for the following described real estate, to wit:

LEGAL DESCRIPTION

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The Rotella's Campus Plan PUD is hereby adopted to provide for the development of a planned industrial campus for the manufacturing of baked goods that will service not only the surrounding market area, but nationally. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying industrial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

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

- A. "Developer" shall mean Rotella's Italian Bakery, their successors and assigns.
- B. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well landscaped pedestrian places, pools, pool decks, roof gardens and storm water management areas.
- C. "Rotella's Campus Plan PUD" shall mean the planned unit development that is subject to this Ordinance, as developed and approved, that outlines certain provisions for the development of the Property and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.
- D. "Campus" shall mean the 30.65 acres of land described in Exhibit "A" hereto, to be known as the "Rotella's Campus."

Section 4. Final Site Plan

A final site plan for each parcel shall be submitted to the City for approval prior to any lot development within said parcel.

Section 5. Building Design Guidelines and Criteria

Building design shall not be constrained, however future building additions and façade enhancements should consider elements that create a cohesive design to create a campus feel, rather than a group of mis-matched buildings. This can be achieved through the material pallet currently in use. Materials and finishes used shall however be of high durability.

## Section 6. Conditions

All uses within the Subdivision shall adhere to the underlying zoning district except as herein provided.

### A. General Conditions

In addition, the following general site plan criteria shall be integrated into and made part of the Rotella's Campus Plan PUD.

- i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this Rotella's Campus Plan PUD.
- ii. Unless otherwise specified herein, the development of the Rotella's Campus Plan PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

### B. Land Use Design Criteria

Unless provided otherwise in this Rotella's Campus Plan PUD, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate industrial zoning district shall apply to any development, additions, or redevelopment within the PUD overlay district.

- i. The intent of the design and layout of the Rotella's Campus Plan is to develop the site for manufacturing and distribution of baked goods, with office and limited retail as accessory uses.
  - a. Building Height. The maximum permitted building heights shall be the same as those listed in the I-2 Heavy Industrial District regulations, except for the following:
    1. 55-feet for lots that do not front residential properties
    2. 130-feet for the planned cold storage facility on Lots 4, 5, 16, and 17 Oakdale Park.
  - b. Building Setback. Building setbacks shall be the same as those listed in the I-2 Heavy Industrial District regulations unless otherwise approved by the City Council as part of the PUD Plan marked as Exhibit "B".
  - c. Maximum Building Coverage. Shall be 75% of the lot area.
  - d. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

### C. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the campus shall be limited to what is shown on the PUD Site Plan. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on lots within the PUD overlay should be provided based on the Parking Recap provided in Table 3B of the PUD Plan marked as Exhibit "B".

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

thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

EXHIBIT A

Rotella's Italian Bakery- Lot 1, Rotella's First Addition, Lots 4, 5, 6, 15, 16, 17, and 28A  
Oakdale Park, and Tax Lot 8A2, Section 16, Township 14 North, Range 12 East of the 6th  
P.M. Sarpy County, Nebraska.

EXHIBIT B



**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

CASE NUMBER: PPUD-17-0008

For Hearing of: September 18, 2018  
Report Prepared on: September 10, 2018

**I. GENERAL INFORMATION**

**A. APPLICANT:** Rotella's Italian Bakery

**B. PROPERTY OWNER(S):**

Rotella's Italian Bakery  
6949 S. 108<sup>th</sup> Street  
La Vista, NE 68128

**C. LOCATION:** Southeast of 108<sup>th</sup> Street and Harrison Street

**D. LEGAL DESCRIPTION:** Lot 1, Rotella's First Addition, Lots 4, 5, 6, 15, 16, 17, and 28A Oakdale Park, and Tax Lot 8A2

**E. REQUESTED ACTION(S):**

Planned Unit Development (PUD) Site Plan and PUD ordinance to allow for a campus plan detailing existing conditions and future developments.

**F. EXISTING ZONING AND LAND USE:**

I-2 Heavy Industrial District; the properties covered by the PUD boundaries include four main buildings and one accessory structure that all operate or support the main use of the property as a bakery.

**G. PROPOSED USES:** Rotella's Italian Bakery wishes to continue the operation of the bakery and expand operations within the campus.

**H. SIZE OF SITE:** 30.65 Acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The PUD boundaries include four main buildings and one accessory structure that all operate or support the main use as a bakery. There is a gradual downward grade to the south.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** Applewood Heights (Omaha) – single family residential uses; R-4 Single Family Residential District (High Density)
2. **West:** Various industrial uses; I-2 Heavy Industrial District

3. **South:** Various industrial uses; I-2 Heavy Industrial District
4. **East:** Cimarron Woods – single family residential uses; R-1 PUD Single Family Residential District, Planned Unit Development

**C. RELEVANT CASE HISTORY:**

1. N/A

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for industrial uses.

**B. OTHER PLANS:** N/A

**C. TRAFFIC AND ACCESS:**

1. Table 3D and Attachments 6 and 7 provide details regarding the current and future traffic impacts for the area. The applicant's development plan does not increase driveway activity onto 108th Street and their traffic volume projections for the initial phases of development do not indicate the need for public street widening or additional traffic signals. Future development of the Rotella's complex as well as other business activity in the Oakdale Park and Brook Valley Business Park areas will need to be monitored to evaluate signal warrants, particularly at the 108th and Olive Street intersection.
2. The main access points into the PUD area currently exist off of 108<sup>th</sup> Street and Harrison Street.

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

**E. PARKING REQUIREMENTS:**

1. Parking totals for each of the existing buildings in the PUD site plan are detailed in Table 3B. Although an insufficient number of stalls is currently striped, the applicant has stated that restriping the existing lots will result in 487 stalls, exceeding the minimums required by the Zoning Ordinance by 19 stalls.
2. Compliance with parking regulations will be reviewed at time of building permit for any new buildings or additions.

**F. LANDSCAPING:**

1. As most of the area was developed prior to the City's jurisdiction or adoption of the existing Zoning Ordinance in 2001, and due to the industrial trucking nature of the existing parking areas, relaxation of the requirements under 7.17.03.06 through the PUD ordinance is acceptable. However, landscaping requirements along public streets and private roadways shall be maintained. The PUD Ordinance to be drafted can provide some limited flexibility in the placement of the landscaping to provide enough screening and visual interest, while not

hampering the movement and sightlines of the vehicle and truck traffic. A landscaping plan will need to be provided and approved prior to building permit submittal for new additions proposed through this plan.

**G. BUILDING DESIGN:**

1. The properties within the PUD area are not within an area requiring design review. However, the PUD ordinance will require consideration of materials and finishes with high durability for any major renovations, additions, or new construction.

**IV. REVIEW COMMENTS:**

1. The proposed PUD ordinance will include language that will request photometric plans to be submitted for review prior to building permit submittal for future building modifications/additions for lots abutting residential properties.
2. The development plan will require replatting at various points in the future as a number of the proposed building expansions appear to go over existing lot lines.
3. The PUD Ordinance provides for maximum permitted building heights to remain the same as those listed in the I-2 Heavy Industrial District regulations, except for the following:
  - a. 55-feet for lots that do not front residential properties
  - b. 130-feet for the planned cold storage facility on Lots 4, 5, 16, and 17 Oakdale Park.
4. The PUD Ordinance also states that building setbacks shall be the same as those listed in the I-2 Heavy Industrial District regulations unless otherwise approved by the City Council as part of the PUD Plan marked as Exhibit "B".
5. Maximum building coverage is also limited to 75% of the lot area, reflecting the requirements of the I-2 Heavy Industrial District regulations.
6. Comments from the Fire Marshall regarding this application have not been provided. The Fire Marshall will conduct reviews as necessary, at the time of building permit.

**V. STAFF RECOMMENDATION – PUD SITE PLAN AND ORDINANCE:**

Approval of the PUD Site Plan and PUD Ordinance for an industrial campus development as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VI. PLANNING COMMISSION RECOMMENDATION – PUD SITE PLAN:**

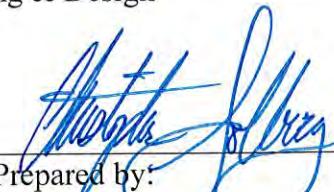
The Planning Commission held a public hearing on August 16, 2018 and unanimously recommended approval of the PUD as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VII. ATTACHMENTS TO REPORT:**

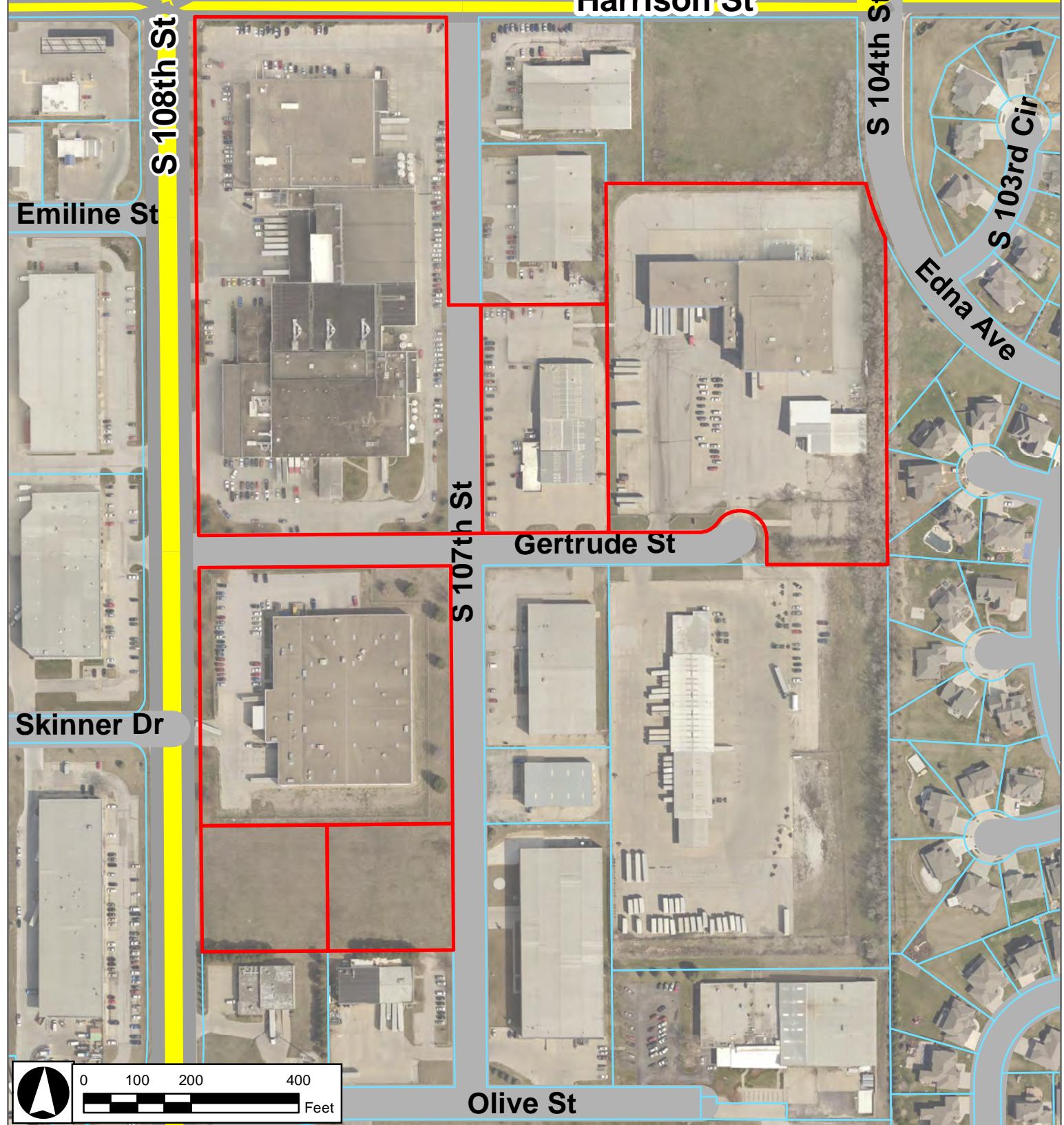
1. Vicinity Map
2. Rotella's PUD Book – Includes review/response letters and PUD-related documentation

**VIII. COPIES OF REPORT TO:**

1. John Rotella, Rotella's Italian Bakery
2. Kylan Block, RDG Planning & Design
3. Public Upon Request

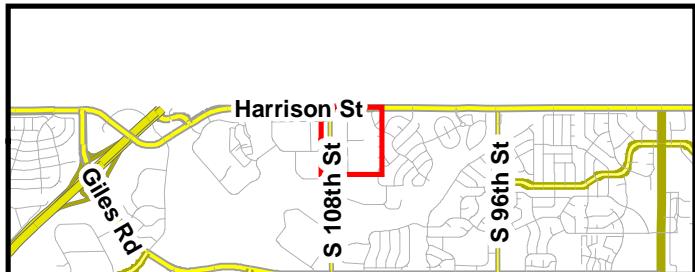
  
Prepared by:  
  
Community Development Director      9-11-18  
Date

# Harrison St



## Project Vicinity Map

### Rotella's Italian Bakery PUD Amendment



8/7/18  
CRB



**PROPOSED  
PLANNED URBAN DEVELOPMENT DISTRICT (PUD)**

**for**



**Rotella's Italian Bakery**  
6949 South 108th Street  
La Vista, NE 68128

**January 10, 2018  
Revised April 16, 2018  
Revision 2 - July 12, 2018**



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## Attachments:

- 1) 3D Massing Diagram of Area
- 2) General Site Development Plan
  - a. Site Setbacks
- 3) Site Utility Information:
  - a. Storm Sewer and Storm Water Management Diagram
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- 6) Traffic Flow Diagram
  - a. Traffic between Buildings (Existing)
  - b. Inbound and Outbound Traffic (Existing)
  - c. Projected future traffic
- 7) 2016 MAPA Traffic Volume Data
- 8) Vicinity Plan (Showing 1000' Perimeter) and Zoning Plan
- 9) Adjacent Cell Tower Data Sheet
- 10) Schematic Designs for Future Improvements:
  - a. Plan and 3D View of Skywalk and McKesson Building Additions
    - Phase A1: Overpass – Schematic Design
    - Phase A2: McKesson Building – Remodel and North Expansion
    - Phase A4: McKesson Building – Schematic Storage Addition
  - b. Schematic Plan of East Plant Addition (Phase A3)
    - Phase A3: East Plant Addition – Schematic Design
- 11) Existing Survey & Property Data:
  - a. Oakdale Park Plat – 1971
  - b. Rotellas First Addition – Administrative Replat – 2014
  - c. Plat for East Plant Property – 1973
  - d. Legal Description for East Plant – 1973
  - e. Plat of Lot 28A (Signage Building) – 1998
  - f. Title Search Data for Main Plant and East Plant – 2012
- 12) Title Search Data (4 pages)
- 13) Building Materials Data

Response dated 04/16/18 to PUD comments dated 02/28/18

## Sources:

*La Vista Zoning Ordinance: Sections 2, 5.14, 5.15, 7.17*

<http://maps.sarpy.com> (Site Data)

<http://www.sarpy.com/sarpyproperty/> (Parcel Lookup)

<https://apps.sarpy.com/sarpyproperty/> (Sections and Surveys)

*2006 International Building Code*

<http://apps.sarpy.com/sarpyproperty/pdisplay3.aspx?locationid=010522336>

<http://mapacog.org/data-maps/> (MAPA Traffic Volume)







February 27, 2018

Kylan Block  
RDG Planning and Design  
900 Farnam St. Suite 100  
Omaha, NE 68102

RE: Rotella's Italian Bakery  
Site Development Plan  
Proposed Planned Unit Development (PUD) Site Plan - Initial Review

Mr. Block,

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

1. The application requested clarification in regards to three aspects under "Use Type" in Table 4. These are:
  - a. Clarify that I-2 can include large storage facility.
    - i. This use would fall under "General Warehousing" - 5.14.02.10
  - b. Clarify that supporting office space is acceptable.
    - i. This is considered accessory to the primary use located on each lot. Lots where consideration is given to make this the primary use would require additional consideration through the PUD planning process.
  - c. Clarify that limited retail can remain on the property
    - i. This is considered accessory to the primary use. Lots where consideration is given to make this the primary use would require additional consideration through the PUD planning process.
2. Article 5.15.04.01: On Page 1 of the PUD Requirements section of the submittal it states that the time frame for completing this PUD is to be 10 years. Please propose a time frame for the initial stages of development which appear to be Phases A1 and A2. If there are additional phases with relatively firm time frames, they should be indicated in the PUD documents.
3. Article 5.15.04.02: The overpass depicted in Phase A1 over Gertrude Street will require approval of a permit to install private facilities in public right of way. An application form is submitted as part of the PUD documents. This permit will not be approved until the building permit package is submitted and reviewed. Satisfactory insurance coverage for work in the public right of way will be required.

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f: 402-331-7210

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**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

4. Article 5.15.04.03: Attachments 6 and 7 in the PUD binder present information on existing truck traffic between buildings, inbound supplies, and outbound products. In order to determine the adequacy of roadways to serve the development additional information is needed. The truck count information that is provided in Attachments 6 and 7 should be updated to include projected volumes at the end of Phase A5. The PUD plan should address whether the local delivery trucks will be using a different access point than the current driveway onto 108<sup>th</sup> Street. There needs to be information as to traffic generated by the retail operation now and in the future and the access points to be used by the retail traffic. The peak hour volumes and times related to the retail operation are needed. When this information is provided, we can determine if a traffic impact study may be required at some future point in the development of this PUD plan.
5. Article 5.15.04.04: Comments from the Fire Marshall regarding this application have not been received. They will be forwarded upon receipt.
6. Article 5.15.04.05: Given the number of various parcels involved in the proposal, it is necessary to confirm that the applicant, Louis J. Rotella, Jr has adequate legal authority for all the parcels. If not, the parameters of the PUD overlay and site plan will need to be pared down to cover those parcels that the applicant has legal authority over.
7. Article 5.15.04.06: The submittal provides substantial information about the proposed development. However, additional information about Phase A3 needs to be provided that addresses lighting, noise, and proposed building height given the proximity of that phase to adjacent single family development. The application needs to commit to preserving not less than the existing amount of greenspace on sections E1, E2 and E3 of the development. The plan should indicate the proposed percentage of greenspace to be provided in section E4.
8. Article 5.15.04.07: The application includes existing and proposed parking quantities in Tables 2 and 3 of the PUD documents. These tables need to include references to how the required quantity of parking was determined. The required and proposed parking counts should also be stated in the appropriate locations on Attachment 2, the Site Development Plan. A correction in labelling is needed to revise E2 to E3 on the East Plant. The same correction applies to Attachment 3b.
9. Article 5.15.04.08: Due to the industrial trucking nature of the existing parking areas relaxation of requirements under 7.17.03.06 is acceptable. However, landscaping requirements along public streets and private roadways shall be maintained. However, the PUD Ordinance to be drafted can provide some

limited flexibility in the placement of the landscaping to provide enough screening and visual interest, while not hampering the movements and sightlines of the vehicle and truck traffic. A landscaping plan will need to be provided and approved prior to building permit submittal for new additions proposed through this plan.

10. Article 5.15.04.09: The Site Plan, Attachment 2, needs to identify the locations and amount of exceptions to setbacks and heights. Additionally, #2 in the Rear setbacks section should be removed as the City does not regulate parking and paving through setbacks. This is completed through the landscaping requirements in Section 7.17. Specifically regarding Table 4, the PUD cannot attribute setbacks based on ownership. Setbacks should be depicted through the PUD site plan. The proposed maximum height allowed of 130-feet is currently under further review.
11. Article 5.15.04.10: The Site Plan needs to identify where building coverages exceed the zoning regulations for I-2 Heavy Industrial zoning.
12. Article 5.15.04.11: Not applicable
13. Article 5.15.04.12: Not applicable
14. Article 5.15.04.13: Not applicable
15. Article 5.15.04.14: There should be no additional accesses onto 108<sup>th</sup> Street and it does not appear any are proposed.
16. Article 5.15.04.15: The sidewalk coming out of the southwest corner of the main plant (E-1) should turn eastward to create a crossing point on Gertrude Street at the same location as the proposed crosswalk at the northwest corner of the McKesson building.
17. Article 5.15.04.16: Need more specifics, see Item 9 above. When setbacks are adjusted through the PUD process, adjustments are not considered "variances".
18. Articles 5.15.04.17-20: Future building additions and façade enhancements should consider elements that create a cohesive design to create a campus feel, rather than a group of mis-matched buildings. This can be achieved through the material pallet currently in use. However, staff recommends consideration of materials and finishes with high durability.
19. The proposed PUD ordinance will include language that will require photometric plans to be submitted for review prior to building permit

submittal for future building modifications /additions for lots abutting residential properties to the east.

20. Article 5.15.04.22: Not applicable.

21. Article 5.15.05.02: The first phase of construction needs to be identified with a timeline in the executive summary to address Item 7 in this article.

22. Article 5.15.05.04: Statements need to be provided and/or illustrations of conceptual plans to address the first one-half inch of storm water runoff for water quality and to limit peak storm water runoff flows for 2-year events to pre-development levels. General locations have been noted, but there should be notations on Attachment 3a that the facilities will provide treatment for the first half-inch of storm water and will limit peak flows for 2-year events to pre-development conditions.

23. Article 5.15.05.05: Was satisfactorily addressed in the submittal

24. Article 5.15.05.06: Was satisfactorily addressed in the submittal

25. Article 5.15.05.07: Was satisfactorily addressed in the submittal.

26. Articles 5.15.05.08-09: Not applicable.

As a general comment, the development plan will require replatting at various points in the future as a number of the proposed building expansions appear to go over existing lot lines.

A draft PUD ordinance to address the issues above will be provided in the relatively near future for review and comment.

Please submit 4 full size copies (along with electronic copies) of the revised documents at your earliest convenience. At this time staff does not feel the application will be ready for the March Planning Commission meeting. However it is important to resubmit in a timely manner to ensure that the application stays on track for the review by Planning Commission in April.

If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP  
City Planner

cc: John Rotella, Rotella's Italian Bakery  
Ann Birch, Community Development Director  
John Kottmann, City Engineer

## meeting minutes

**From:** Kylan Block  
**Project No.:** 3002.273.00      **File No.(s):** 03.1  
**Date Prepared:** April 16, 2018  
**Meeting Date:** Response to letter dated February 27, 2018

**Project Name:** Rotella's Italian Bakery

**Subject:** PUD Application

**Meeting Attendees:** (Response to review comments)

Comments, additions, or corrections to this memo should be communicated in writing to RDG Planning & Design within seven (7) days of receipt. If no comments are received within that period, this memo will be assumed accurate and filed as part of the permanent record for this project.

### Discussion:

This memorandum summarizes our responses to the questions and comments found in the PUD review letter dated February 27, 2018. The items listed below have been incorporated into the revised PUD document dated

- 1) Item 1
  - a. Item 1a - Regarding Table 4 "Use Types"
    - i) Response: **Table 4** has been updated to include reference to section 5.14.02.10 for General Warehousing.
  - b. *Item 1b:* Response: Table 4 has been updated to show "Office" as an accessory use on the property.  
 Item 1c: **Table 4** has been updated to show "Limited retail" as an accessory use for the property.  
**Addition A6 is the location currently being considered for a future expanded retail bread store.** This location is adjacent to the current location.
- 2) Item 2 - [article 5.15.04.01]
  - a. Comment: Indicate time frames for initial phases, and estimate of future phases.
  - b. Response: The an administrative replat of the lots for the McKesson Building has already begun.
    - i) Phase A1 and A2 are planned to begin as soon as the PUD and the replat are approved.
    - ii) Either phase A3 or A4 would follow 2 to 3 years after completion of phases A1 and A2.
- 3) Item 3 - [article 5.15.04.02]
  - a. Comment: Noted that the Overpass will require approval of a permit to install private facilities in a public right of way, and that satisfactory insurance coverage will be required.
  - b. Response: A draft of the permit was included in the PUD as a placeholder and indication that we are aware of the requirement and is not intended to serve as the final permit application.
    - i) Insurance requirements have been forwarded to the Owners and the proper documentation will be ready at the time the permit sets are submitted for the overpass.
    - ii) If at some point in the future the City would entertain selling the portion of Gertrude Street that is bordered on both the North and South by the Bakery, Rotella's Bakery would consider a similar cross access agreement as was done for a portion of 107<sup>th</sup> Street.



- 4) Item 4 - [article 5.15.04.03]
  - a. Truck Traffic:
    - i) Comment: Revise Attachments 6&7 to show projected truck volume at end of Phase 5.
    - ii) Response:
      - (1) Outbound truck traffic is of two type: Local route delivery trucks and long distance semi traffic.
        - (a) Local delivery route trucks (20 per day) are not expected to change in the near term. One of the last phases will involve consolidation of shipping, adjacent to the future cold storage facility. At that time some of the route truck would likely move from 108<sup>th</sup> street.
        - (b) Outbound long distance truck traffic currently departs from US Cold Storage. Volume varies from 150 to 300 trucks per week. (30 to 60 per day). Since 80% of their truck volume is for the bakery, and since the cold storage facility is already fully utilized, any growth in the Bakery's traffic at US Cold Storage will be offset by a reduction in other tenants' traffic.
      - (2) Since US Cold storage only operates 8 to 5, Monday thru Friday, all outbound truck traffic (30 to 60 trucks per day) currently occurs during peak hours.
        - (a) When the on-site automated cold storage facility is completed for the Bakery, outbound trucks will depart from the new storage facility, which will allow for trucks to be scheduled 7 days per week and will allow for off hours departures to be scheduled.
        - (b) Local truck traffic between the Bakery and US Cold Storage will be eliminated once the on site cold storage facility is completed. Thus despite growth, truck traffic during business hours is expected to decrease.
      - (3) See **Table 3D** for traffic recap, and a site diagram of future truck traffic patterns has been added.
  - b. Access
    - i) Comment: Note if / where access points will change onto 108<sup>th</sup> street.
    - ii) Response: As part of Addition A6, the size of the north curb cut will be revised once truck traffic has been relocated from the front of the building. The access point will be redone to a configuration that is more appropriate for car traffic.
  - c. Retail traffic volume:
    - i) Comment: Indicate current and projected traffic due to the retail operation.
    - ii) Response: It was recently decided that the retail store will not relocate on site. It will remain in its current location for now, but at whatever point it needs to be moved, it will move off site so that cross traffic between guests and trucks is eliminated. Proposed Addition A6 will be designated for future office and or storage.
  - d. Retail traffic access point:
    - i) Comment: Indicate future access point for retail operation traffic.
    - ii) Response: It was recently decided that the retail store will not grow or relocate on site. It will remain in its current location for now, but at whatever point it needs to be moved, (probably outside of the time frame addressed in the PUD) it will move *off site* so that cross traffic between guests and trucks is eliminated. This will eventually further reduce traffic along this section of 108<sup>th</sup> street.
- 5) Item 5 – [Article 5.15.04.04] – Noted. No comments received from Fire Marshal.
- 6) Item 6 - [article 5.15.04.05]
  - a. Comment: Ownership - Confirm ownership of the various properties involved.
  - b. Response: An attachment from American Title Company has been added to the PUD packet, documenting that the property is all owned by Rotella's Bakery or members of the Rotella family.
- 7) Item 7 - [article 5.15.04.06]
  - a. Additional information requested regarding Phase A3:
    - i) Comment: Additional information requested about Lighting, Noise, and Building height.
    - ii) Response:
      - (1) Lighting: As noted in the tabular recap of Zoning section 5.14 & 5.15, part 5.15.04.21: Site lighting will be located on poles and aimed back at the building to minimize light spillage onto adjoining properties. A schematic layout of light pole locations have been added to the site utility plan.



(2) **Noise:** The same functions that are currently performed in the east plant (E3) will also occur in the addition A3. The existing East Plant E3 was constructed with 2" insulated wall panels. Future additions will utilize 4" wall panels which will reduce sound transmission. The Bakery is also transitioning from an intercom system to hand held radios, so external speakers are being phased out.

(3) **Building Height:** The proposed buildable area maintains the current zoning's requirement of 45' maximum height within 60' of residential property. Note that that the trees within the current landscape buffer are currently taller than the building and closer to the property line than the building, and will be the primary source of any shadows on adjacent properties. As noted elsewhere, photometric studies can be provided as specific building profiles are developed.

b. Indicate if the existing amount of greenspace will be preserved on sections E1, E2 & E3:

i) Comment: Verify that the quantity of Greenspace related to E1, E2 and E3 will be maintained.

ii) Response: The amount of greenspace related to existing buildings E1 and E3 will not be reduced. The new building footprints occur where current buildings or paving already exist. (see **Table 2B** for recap of green space).

(1) Recap includes requested existing greenspace on McKesson lots 1-6. (note that these 6 lots are the subject of an administrative replat to consolidate into one lot.)

8) **Item 8:** - [article 5.15.04.07] - Parking

a. Parking

i) Comment: Indicate How was parking determined.

ii) Response: The following notes have been added to **Table 2** and **table 4**. The parking count for existing, current demand, anticipated added demand, (amount required based on need), and amount that needs to be added have been consolidated into a single table. **See table 3B. and site parking plan.**

(1) Existing parking was determined by counting stall on aerial photos.

(2) Required parking was determined based on zoning requirements for the type of each space (office, industrial, retail etc). as listed in table 4, (last line).

(3) Where noted, "Actual" parking indicates the number of stall currently provided when it varies from the required amount.

(4) Due to the shift work, the actual amount of parking spaces provided exceeds the number required. When people arrive for 2nd shift while 1st shift is still on site, there is a bubble - a short period of time when the parking needs of the two shifts overlap. Shift changes are staggered to minimize this bubble. Thus the actual parking provided in area E1 exceeds the amount required.

b. Plan correction on Parking plans:

i) Comment: East plant is mis-labelled on the parking plans.

ii) Response: This has been corrected on the revised submittal.

9) **Item 9** – [article 5.15.04.08] – Landscaping

a. Comment: Landscaping requirements along public streets should be maintained. A landscaping plan will be required with each project.

b. Response: Noted. A landscaping plan will be submitted with each project or area as it is being developed. It is our intention to comply with the amount of landscaping required, especially in the buffer between the PUD and the residential to the east, and to have flexibility in the spacing of elements such as trees to preserve sightlines for traffic and to accommodate buried storm detention structures, etc.

10) **Item 10** - [article 5.15.04.09] – Site plan (attachment 2)

a. Depiction of setbacks

i) Comment: Request that setbacks and heights be depicted via the Site Plan (currently listed in Table 4).

ii) Response: Indication of zoning setbacks have been added graphically to the site plan. See **attached Site Setback plan.**

b. Parking noted in Table 4

i) Comment: Parking noted in the Rear setbacks section of Table 4 should be removed.

ii) Response: Noted.



c. Height

i) Comment: Proposed maximum height of 130' is currently under review.

ii) Response: Note that this only occurs at the future cold storage building that is proposed along the southwest corner of the property, adjacent to 108<sup>th</sup> street. This cold storage facility is an integral part of the storage and distribution part of the campus that the Bakery wishes to develop.

11) Item 11 – [article 5.15.04.10] - Coverage

a. Comment: The Site plan needs to identify where the building coverages exceed the zoning regulations for I-2 Heavy Industrial zoning:

b. Response: **Table 2B** has been added, showing existing and new site coverage, including buildings and paving.

12) Item 12 - [article 5.15.04.11] - NA

13) Item 13 - [article 5.15.04.12]- NA

14) Item 14 - [article 5.15.04.13] - NA

15) Item 15 - [article 5.15.04.14] – 108<sup>th</sup> street:

a. Comment: There should be no additional access onto 108<sup>th</sup> street.

b. Response: None is being proposed.

16) Item 16 - [article 5.15.04.15] – Sidewalks

a. Comment: Sidewalk at the main plant should turn east to create a crosswalk to the McKesson Building.

b. Response: Sidewalks for access between the buildings on the campus is planned and intended. The sidewalk drawings will continue to be updated as the layout of the buildings are refined.

17) Item 17. - [article 5.15.04.16]

a. Comment: Adjustments made as part of a PUD are not considered variances.

b. Response: Wording in the PUD requirements table has been revised.

18) Item 18 - [article 5.15.04.17-20]

a. Comment: Future additions design & Materials pallet

b. Response: **Noted, and agree.** Since down-time can be expensive for an operating manufacturing plant, our goal is to use quality materials that are durable. Since the bakery receives guests for business and for tours, aesthetics is considered an important factor in the design of the buildings.

c. The following building materials that have been used in the past and may be incorporated in the future:

Insulated Metal Wall Panels.  
Textured Precast wall panels.  
Pre-finished metal trims and copings.  
Aluminum storefront system with tinted glazing.  
Standard and Decorative Masonry  
EIFS (Exterior finish & Insulation System)

19) Item 19 – Photometrics

a. Comment: Photometric studies will be required for building modifications on lots abutting residential properties.

b. Response: Site lighting will be located so that it shines toward the building and not onto adjacent properties. Proposed locations for site lighting is shown on the site utilities plan.  
Building shadows: The tree line along the east property line (adjacent to the residential area) is taller than the addition A3 that is planned for the east plant. A 3D study can be provided during the design of future buildings to show the path of shadows relative to adjoining sites.

- 20) Item 20 - [article 5.15.04.22] - NA
- 21) Item 21 – [article 5.15.05.02] -
  - a. Comment: Add info about Phase A1 to the executive summary to satisfy item #7.
  - b. Response: A brief narrative has been added to the **executive summary** to supplement phasing information located elsewhere.
- 22) Item 22. – [article 5.15.05.04] - Storm water management
  - a. Comment: **Attachment 3** also needs to indicate how the first ½ of storm water is dealt with.
  - b. Response: The following note has been added to **Attachment 3**:  
“A stormwater detention/treatment system will be constructed along Gertrude Street utilizing storm tech chambers. This system will connect to the existing storm sewer in 108<sup>th</sup> Street. All new roof drainage will be directed into this system.”
- 23) Item 23 – [article 5.15.05.05] - no comments
- 24) Item 24 – [article 5.15.05.06] - no comments
- 25) Item 25 – [article 5.15.05.07] - no comments
- 26) Item 26. – [article 5.15.05.08-09] - NA
- 27) Item 27 – Administrative Replat
  - a. Comment: The development plan will require replatting at various points in the future.
  - b. Response: The need for replatting of some properties is noted. The Administrative replace for the McKesson properties has already begun.
- 28) Item 28 - 4 full sized copies and one electronic copy need to be resubmitted.

KB/

Enclosure: Revised PUD document dated **April 16, 2018**

cc: John Rotella





June 18, 2018

Kylan Block  
RDG Planning and Design  
900 Farnam St. Suite 100  
Omaha, NE 68102

RE: Rotella's Italian Bakery  
Site Development Plan  
Proposed Planned Unit Development (PUD) Site Plan – 2nd Review

Mr. Block,

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

1. On Attachment 4a-Future Traffic Diagram, it indicates that the estimated average daily long-distance, outbound trucks will be 70 per day in lieu of the current 60 trucks per day leaving the U.S. Cold Storage Facility. On the assumption that U.S. Cold Storage will replace the lost business with other customers, there could be an increase of 70 trucks per day entering onto 108<sup>th</sup> Street. The applicant should identify how many of the 70 trucks might occur during peak hour.
2. Please identify whether the entire Cold Storage Addition needs to be 130 feet tall. Also, current zoning regulations for wall signs limit the maximum height of wall signs to 45 feet above grade. Is there a desire to install signage near the top of one of the elevations of this addition?
3. A recent conversation with a consultant working for the applicant indicated the possibility of the need to lower Gertrude Street to accommodate the proposed skywalk connection between the Main Plant and the former McKesson Building. If that is being proposed, then that needs to be addressed with this submittal. It is recommended that lowering of this road be avoided, if at all possible.
4. Article 5.15.04.04: Comments from the Fire Marshall regarding this application have not been provided. The Fire Marshall will conduct a review, as necessary, at the time of building permit.
5. Article 5.15.04.06: The re-submittal provides additional information about the proposed lighting for the development. However, additional commentary

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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

needs to be provided that lighting near the eastern edge of the PUD will be directed downward with strong considerations for light cut-off shields.

Please submit 4 full size copies (along with electronic copies) of the revised documents at your earliest convenience. However it is important to resubmit in a timely manner to ensure that the application stays on track for the review by the Planning Commission in the near future.

If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP  
City Planner

cc: John Rotella, Rotella's Italian Bakery  
Ann Birch, Community Development Director  
John Kottmann, City Engineer  
File

## meeting minutes

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**From:** Kylan Block  
**Project No.:** 3002.273.00      **File No.(s):** 03.1  
**Date Prepared:** July 12, 2018  
**Meeting Date:** Response to letter dated June 18, 2018

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**Project Name:** Rotella's Italian Bakery

---

**Subject:** PUD Application - Response to review comments Date June 18, 2018

---

**TO:**  
 Chris Solberg, AICP  
 City Planner  
 City of LaVista NE.

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Comments, additions, or corrections to this memo should be communicated in writing to RDG Planning & Design within seven (7) days of receipt. If no comments are received within that period, this memo will be assumed accurate and filed as part of the permanent record for this project.

---

This memorandum summarizes our responses to the questions and comments found in the PUD review letter dated June 18, 2018. The items listed below have been incorporated into the revised PUD document.

- 1) Item 1 -
  - a. Regarding **Table 3D – Future Truck Traffic**:
    - i) **Comment:** On the assumption that US Cold Storage will replace the lost business with other customers there could be a net increase of 70 trucks per day entering 108<sup>th</sup> street. Also, identify how many of the 70 trucks might occur during peak hours.
    - ii) **Response:**
      - (1) The Rotella automated cold storage facility would operate 24/7, and would be designed for future outbound traffic of 70 trucks per day. These would be distributed throughout the day. The estimated traffic load is 3 trucks per hour average, with a peak of 6 per hour. The calculation is based on the following assumptions:
        - (a) The automated storage facility allowed for 24/7 operation and is not limited by an 8 to 5 work day. Thus some shipping can occur after normal business hours to allow better utilization of the facility. Peak capacity for truck traffic volume would be limited by the number of dock doors and the time it takes to load a truck. It is estimated that with 12 docks, half are being loaded at any given time. If it takes 2 hours to load each truck, then peak traffic would average 6 trucks per hour maximum.
        - (b) Thus during peak business hours, the increase in truck traffic would be 6 trucks per hour. (one every 10 minutes).
        - (c) As previously noted, outbound truck traffic is of two type: Local route delivery trucks and long distance semi traffic.
        - (d) Local delivery route trucks (20 per day) are not expected to change in the near term.
      - (2) US Cold Storage only operates 8 to 5pm, 5 days per week, which forces all traffic to occur during business hours. **Table 3D** showing Future Traffic volume at end of Phase 5 has been updated to include the US Cold Storage's traffic at full capacity if another tenant is found.



(3) See revised **Table 3D** for traffic volume recap, and the revised **Future Traffic Diagram** has been added.

2) **Item 2**

- Building height of cold storage facility
- Comment:**
  - Does the entire cold storage structure need to be 130 feet tall
  - Signs are limited to 45' above grade. Is any signage intended near the top of the structure?
- Response:**
  - The majority of the new structure would be refrigerated warehouse space and would need to be about 130' tall due to the robotic storage and retrieval equipment. The associated dock area along the east side could transition lower which would provide an accessible location for equipment.
  - There are no plans to install a sign at or above the 45' height in question. On a related note, we have reached out to the adjacent cell tower owner to see if they will want to place an antennae on the building but they have not responded. The proposed warehouse structure will block their reception to the North, and Rotella's may need to enter an agreement to allow them to place their antennae on the building unless they make other arrangements.

3) **Item 3**

- Regarding Gertrude street elevation:
- Comment:** If Gertrude street needs to be lowered to accommodate the future skywalk, then that needs to be addressed with this submittal. It is recommended that lowering the road be avoided if at all possible.
- Response:**
  - We agree, and Our first choice is to avoid that cost and disruption of lowering the street if at all possible but are constrained by the required 16.5' clearance, and by the maximum steepness of the ramp that the forklifts can accommodate. Due to the added costs and complexity involved, lowering the street is a last option. Initial calculations indicated that to achieve the ramp slopes that will work for the forklifts and to attain the needed clearances, the street might need to be lowered 1 foot.
  - We therefore have commissioned a new survey to evaluate the exact relationship of both buildings to the street, as well as the grades and elevation of utilities in the area before pursuing this with the city.
  - The location that would be affect has been indicated on the **Site Development Plan**.

4) Item 4 [Article 5.15.04.04]:

- Comment:** Comments from the fire marshal regarding this application have not been provided.
- Response:** Noted. Information will be provided upon request and as specific project develop.

5) Item 5. - [Article 5.15.04.06]

- Comment:** Additional information needs to be provided about proposed lighting near the eastern edge of the PUD.
- Response:** We agree that having light spill over onto the adjoining properties is not desirable. Our electrical engineer has recommended that the **attached fixture data sheet** be specified as a basis of design for those areas that are sensitive to light spillage. The recommended fixture has excellent cut-off properties and can also be fitted with a light shield to further control the direction of light from the fixture.

6) As indicated in your E-mail, revised sheets are attached but a revised complete document is not included here. 4 full sized copies and one electronic copy of the revised document will be provided upon your request for resubmittal.

KB/

Enclosure:

(4) - Table 3D, Recap of local outbound truck traffic	(revised July 12, 2018)
(4) – Site Development Plan	(revised July 12, 2018)
(4) - Future Traffic Diagram	(revised July 12, 2018)
(4) - Light fixture cut sheet – pole light for use adjacent to residential neighbors. (added July 12, 2018)	
(1) - Copy of original letter from the city	(dated June 18, 2018)

cc: John Rotella





# Executive Summary

In anticipation of further expansion of existing product lines and the addition of new products on the market (such as gluten-free buns), Rotella's bakery is developing a long-term plan for the growth of their business. After evaluating various growth options, the company's goal is to develop their capacities at their current main plant at 108th and Harrison Streets in La Vista, Nebraska, rather than manage multiple manufacturing locations. As a first step, the bakery has acquired several properties adjacent to their current location in recent years and has recently completed a major addition onto their main plant at 108th Street and Gertrude.

Future growth will rely on their ability to both grow and to connect these buildings, to become more efficient in moving and storing products, and centralizing both regional and national distribution. The goal of this PUD application is to adapt the site requirements to best suit their long-term needs and tailor development of the site as follows:

- 1) Maximize the Utilization of the Current and Future Properties:
  - a. Address zoning setbacks and height restrictions.
  - b. Address methods for conveying products and people overhead, between buildings to minimize disruption to traffic below, and to reduce handling by not having to manually move materials between buildings.
- 2) Streamline Product Movement: Develop economies of scale via the following:
  - a. Consolidate ingredient receiving, storage, and distribution between buildings.
  - b. Improved distribution hub area for regional and national deliveries.
  - c. Improve truck access and traffic flow to, from, and between buildings.
  - d. Improve traffic on and off site, and reduce overlap of retail, office, and plant traffic where possible.
    - i) Reduce the number of locations where trucks enter and exit the site by consolidating distribution.
    - ii) Reduce cross traffic between buildings by moving materials via an overpass.
- 3) Consolidate Product Storage:
  - a. Consolidated storage – both on site and improve access for off-site storage areas.
  - b. Establish zoning to allow for future cold storage on site.
- 4) Improved Street Image along 108th and Harrison Streets:
  - a. Improved public access for retail store.
  - b. Redevelop truck dock areas facing 108th Street.
  - c. Improved signage and landscaping at entrance to the business park area.
- 5) Respect the Residential Neighbors to the East:
  - a. Focus higher-impact operations on areas of the site that are adjacent to other industrial-zoned properties or which are a part of their campus.
  - b. Maintain existing setbacks and landscape buffers adjacent to residential properties.

The work anticipated in this document will occur in phases. As with the South Plant addition which was completed 2 years ago, each phase involves a construction component and a mobilization component when the equipment is installed and the facility brought on line. Thus there may be a year or two between construction phases.

The first phase which includes addition A1 (Overpass / Skywalk) and addition A2, (McKesson Building) are intended to begin soon after the PUD is approved. This first phase is targeted at addressing the growth and logistics issues listed in part 2 and 3 above. It is currently anticipated that expansion of the East Plant may occur in two steps to allow for growth, while minimizing any disruption to current production at that location.

Addition A4 is a key element in streamlining the storage and shipping of their products. Existing off site storage options in the area are near capacity and further growth of the bakery will eventually exceed available capacity. Automating this storage will allow products to be kept on site, increase capacity, and will reduce handling and thus overhead costs.

Addition A6 has been revised to indicate future use as office or storage. If the retail store moves, it will move off site.







# PLANNING & ZONING APPLICATION

## CITY OF LA VISTA

8116 PARK VIEW BLVD., LA VISTA, NE 68128

402-593-6400

Date:	12/01/2017	
Application Type		
<input type="checkbox"/> Preliminary Plat*	<input type="checkbox"/> Site Plan Review	<input type="checkbox"/> Zoning/Subdivision Amendment
<input type="checkbox"/> Revised Preliminary Plat	<input type="checkbox"/> Rezoning	<input type="checkbox"/> Tower Development Permit
<input type="checkbox"/> Final Plat	<input type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Replat*	<input checked="" type="checkbox"/> P.U.D. Site Plan	
<input type="checkbox"/> Administrative Plat	<input type="checkbox"/> Comprehensive Plan	
<input type="checkbox"/> Vacation of Plat	Amendment	
<small>*A pre-application meeting is required.</small>		

### A. General Information

#### 1. APPLICANT

Name: Rotella's Italian Bakery Contact: John Rotella  
Address: 6949 S. 108th Street City: LaVista State: NE Zip: 68128  
Phone: 402-592-6600 Fax: 402-592-2989 Email address: johnrotella@rotellasbakery.com

#### 2. PROPERTY OWNER (If not the same as applicant above):

Name: Rotella's Italian Bakery Contact: John Rotella  
Address: 6949 S. 108th Street City: LaVista State: NE Zip: 68128  
Phone: 402-592-6600 Fax: Email address: johnrotella@rotellasbakery.com

#### 3. ENGINEER/SURVEYOR OR ARCHITECT:

Name: RDG planning & Design Contact: Kylan Block  
Address: 900 Farnam St. Suite 100 City: Omaha State: NE Zip: 68102  
Phone: 402.449.0815 Fax: 402.392.0137 Email address: kblock@rdgusa.com

#### 4. PRIMARY PROJECT CONTACT (applicant, representative, or other):

Name: RDG planning & Design Contact: Kylan Block  
Address: 900 Farnam St. suite 100 City: Omaha State: NE Zip: 68102  
Phone: 402.449.0815 Fax: 402.392.0137 Email address: kblock@rdgusa.com

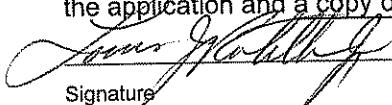
- If more than one property owner or developer is involved, please attach additional names and addresses to this application.
- The contact person will receive all staff correspondence.

5. Certification:

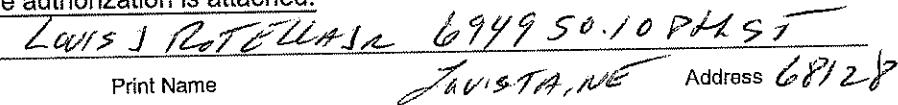
An application may be filed only by the owner(s) of the property, a person with the power of attorney from the owner authorizing the application, or by the attorney-at-law representing the owner. Indicate your authority.

I (We) (am) (are) the sole owner(s) of the property.

I have the power of attorney from, or am the attorney at law of, the property owner(s) authorizing the application and a copy of the authorization is attached.

  
Signature

Print Name

  
Louis J. Rotella 6949 50.10 PMSL  
Print Name  
JAVISTA, NE Address 68128

**NOTE: ALL APPLICATIONS MUST HAVE THE SIGNATURE(S) OF THE CURRENT PROPERTY OWNER OR THE PERSON WITH THE PROPER POWER OF ATTORNEY NOTARIZED BY A CERTIFIED NOTARY PUBLIC.**

6. Affiliated Application:

An applicant may wish to increase the property considered under this application to include surrounding owner(s). By signing below, an adjoining property owner can state their intent to be party to this application (attach additional sheet if necessary). A legal description must also be attached for each property owner.

NOT APPLICABLE

Signature Print Name Address

Signature Print Name Address

**B. Project Information:**

1. Description of proposed project, use, exemption, or variance:

Proposed PUD to establish zoning guidelines which support the needs of the anticipated growth for the bakery's properties.

Rotella's Bakery owns 4 contiguous properties which are included in this proposal.

2. Subdivision Name: Rotella's first addition, and Oakdale Park, and TL8A2.

3. Project Location: NW 1/4 NW 1/4 Section 16, T 14, R 12, Sarpy County, Nebraska

General Location: Southeast corner of 108th & Harrison,

4. Project/Property Address (if available): various. See attached.

5. Area: 28.837 acres (combined) (acres)

6. Future Land Use Designation (Comprehensive Plan): I-2 industrial (bakery) (unchanged)

7. Proposed Land Use Designation (if applicable): I-2 Industrial (bakery and storage).

8. Present Use of the Land: I-2 industrial, used for bakery, and storage

9. If commercial/industrial/office or multi-family residential:

a. Number & Type of units/buildings: 5 existing buildings on 4 properties + future additions

b. Total building coverage (footprint): 423,814 gsf main floor. (existing) square feet.

c. Total Open Space: site area - bldg footprint = 832,325 sf square feet.

d. Total building floor area: 423,814 gsf main floor. + 21,245sf mezz = 445,059sf gross square feet.

e. Total number of parking spaces: Provided 428 Covered 0 Uncovered 428 Ex'g

f. Total number of persons employed or intended to be regularly employed on the site during the maximum working shift 244 per shift.

10. Building Height: 24'min, 45' max feet 1 + mezzanine stories.

11. If single family residential:

- g. Number of units/lots: NOT APPLICABLE
- h. Minimum lot frontage as measured at building setback line: VARIES - SEE PUD
- i. Minimum lot size: NOT APPLICABLE square feet
- j. Average lot size: NOT APPLICABLE square feet

12. Attach Legal Description of Property and Surveyor's Certificate.

13. Attach a list of Property Owners located with 300 feet of the proposed project. It must be prepared by a title company and include four (4) sets of mailing label copies. MAILING LABELS WERE DELIVERED ON FEBRUARY 27, 2018

14. Attach a site plan and/or other documents that illustrate this request in accordance with the Zoning Ordinance or Subdivision Regulations. Contact the City Planner for clarification of submittal requirements.

15. Include appropriate application fee as listed in the Master Fee Schedule. (\$1000 per Ordinance 1313)

A total of four (4) paper copies AND a set of electronic copies of each site plan/plat are required with your submittal. See the appropriate city regulation for plan/plat size requirements. Please fold these plans so they fit with the other pages.

Please note that your application will not be accepted or there may be a delay in processing by the Community Development Department if any of the required information or materials are missing or improperly presented. To avoid unnecessary delays in processing, please remember to submit the appropriate submittal requirements, i.e., signed application, fees, exhibits and/or site plans, special studies if applicable and signed checklist. If you have any questions regarding this application or required materials, please contact the Community Development Department at (402) 331-4343 between 8:00 a.m. and 4:30 p.m., Monday through Thursday, and on Friday, 8:00 a.m. to Noon.

OFFICE USE ONLY

Project Case Number \_\_\_\_\_

Planning Commission \_\_\_\_\_

Published \_\_\_\_\_

Action: \_\_\_\_\_

Date Complete Application Received \_\_\_\_\_

City Council \_\_\_\_\_

Published: \_\_\_\_\_

Action: \_\_\_\_\_

Check Number/Amount \_\_\_\_\_

Posted on Property: \_\_\_\_\_

Notice to School District: \_\_\_\_\_

Other Comment(s): \_\_\_\_\_



**CITY OF LA VISTA**  
**PRIVATE FACILITIES ON CITY PROPERTY**  
**INSTALLATION PERMIT**

A COMPLETED COPY  
WILL BE SUBMITTED  
WITH EACH PROJECT

**PERMIT #**

**Applicant:** Rotella's Italian Bakery

**Address:** 6949 S. 108th Street, LaVista NE 68128 **Phone** 402-592-6600  
**E-Mail Address:** johnrotella@rotellasbakery.com

**Date of Application:** \_\_\_\_\_

**Signature of Representative:** \_\_\_\_\_

**Name of Representative (printed):** John Rotella

**Performance Bond Amount:** \_\_\_\_\_ **Diggers Hotline Member:** Yes (Yes or No)

**Installing Contractor:** \_\_\_\_\_ **Contractor's City of LaVista Lic. No.** \_\_\_\_\_

**Construction Start Date:** \_\_\_\_\_ **Expected Construction Duration** \_\_\_\_\_

**Construction Work Hours:** \_\_\_\_\_ **Type of Installation:** \_\_\_\_\_

**Is Contractor Insured ? (Yes/ No):** \_\_\_\_\_

**Exact Location of Proposed Construction:** \_\_\_\_\_ (or attach plans)

Work to occur over and adjacent to /Gertrude  
Street, between 108th and 107th Streets

**Reason for Proposed Construction:** \_\_\_\_\_

Bakery production area expansion

**Is Pavement/Sidewalk Cut Required?** Yes (Yes or No) If Yes, answer the following:

**Size of Pavement Cut (s):** \_\_\_\_\_ (or show on plans)

**Type of Backfill to be Used:** \_\_\_\_\_

**Resurfacing Material:** \_\_\_\_\_

**Permit Fee:** \_\_\_\_\_ **Fee Other:** \_\_\_\_\_

**NOTES:**

**A.** Attach plans for proposed installation in 11" by 17" maximum size.

**B.** Attach copy of insurance certificate naming City of La Vista as additional insured.

**Reviewed by:** \_\_\_\_\_ **Approval Date:** \_\_\_\_\_

(Public Works Representative)

**THIS PAGE TO BE FILLED OUT BY INSPECTOR**

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**Pavement/Sidewalk Replacement Requirements:**

Pavement Cut: \_\_\_\_\_ **(List size or note on plans)**

Backfill: \_\_\_\_\_ **(State type and/or compaction spec)**

Pavement Replacement: \_\_\_\_\_ **(State type of materials used)**

Sidewalk Replacement: \_\_\_\_\_ **(State type of materials used)**

Final Inspection Date: \_\_\_\_\_

Replacement Approved: \_\_\_\_\_ **(Yes or No)**

Inspector Name: \_\_\_\_\_ **(Printed)**

Notes: \_\_\_\_\_

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## Table 1

### Site and Location Information

Map Ref.	Building	Lots	Address	Parcel #	Notes
E1	Main Plant	7-8-13-14-27- Oakdale Park Replatted as: Lot 1 Rotellas First Addition	6949 S. 108 <sup>th</sup> Street	Parcel #010415483 011595685	10.924 A
E2	Former Signage Building	Lot 28A Oakdale Park	6969 S. 107 <sup>th</sup> Street	Parcel #010944745	
E3	East Plant	TL8A2 LOT 8A2 EXC PT FOR ROW 16-14-12 (7.95 AC) (#998 RE)	10608 Gertrude Street	Parcel #010522336	
E4	McKesson Building	5, 6, 15, 16, Oakdale Park & Lots 4, & Lot 17 Oakdale Park	7009 S. 108 <sup>th</sup> Street 7201 S. 108 <sup>th</sup> Street 7204 S. 107 <sup>th</sup> Street	Parcel #010415211 Parcel #010415033 Parcel #010415149	Survey dated March 15, 2017 from TD2 Book 17-7.



## Table 2

### Existing Site and Building Statistics Evaluation

Site Area	Building Area	Building Coverage (Actual & Allowed)	Impervious Coverage (Ex'g bldg. + Ex'g paving)	Height	Parking	Notes
<b>E1 Main Plant, Lots 7,8, 13,14, &amp; 27 (Rotellas First Addition)</b>						
450,401 SF <sup>2</sup> (449,226 SF) 475,849 SF <sup>2</sup> = 10.924A	259,723 SF 273, 586 SF	57.49% Actual 75% Allowed	89.6% <sup>1</sup>	45'	Required= 127 Actual=202 Plus 8 Semis and 21 (Indoor) Delivery Trucks	Pre-existing condition. <sup>2</sup> 450,000 SF site per online. 475,000 SF site per sarpy.com.
<b>E2 Former Signage Building</b>						
2.2814A = 99,378 SF	24,996 SF	25.15% Actual. 75% Allowed	57,806 sf = 58.1%	24' & 26'	92 Existing	32,810 SF pavement. Total area including building.
<b>E3 East Plant (Gluten Free)</b>						
7.95A = 346,302 SF	49,920 SF - 1 <sup>st</sup> 2,740 SF - 2 <sup>nd</sup> 11,089 SF - Shed	17.61% Actual. 75% Allowed	271,825 sf of Paving + Exg Bldgs. <sup>3</sup> = 332,834 = 96%	40'	30 Existing; Parking Provided for 30 Cars and ~50 Semis	68,830 SF maximum addition can be supported on the site per IBC requirements. <sup>3</sup> Shed to be removed.
<b>E4 McKesson Building</b>						
334,620 SF total <sup>5</sup> (Incl. Lots 4 & 17) = 7.682A 224,640 SF for just Lots 5+6+15+16	78,086 SF	23.33% Actual, 75% Allowed	57,980 (Paving) + 78,086 SF (Bldg) = 136,066 SF <sup>4</sup> = 40.66%	28' at ridge. 26'+ 4' = 30' at dock	74 Existing Required: (50 Office + 24 Warehouse)	<sup>4</sup> Area Includes building footprint. <sup>5</sup> Site area includes empty lots. Future Storage Building: 81,000 SF on south lots. Future truck area adds 12,000 sf of new paving.

SEE TABLE 2B FOR BUILDING AND IMPERVIOUS COVERAGES RECAP, INCLUDING PROPOSED ADDITIONS.

## Table 2B

### IMPERVIOUS COVERAGE

Site	Existing Building and Paving = Total Impervious coverage (from Table 2)	Building coverage + Paving = Total Impervious coverage including Additions.	Comments (Total building area taken from table 3C)
Main Plant + A1 & A6	B: 57.49 % B+P: 89.60 % GS: 10.40%	B: 61.99 % B+P: 89.60 % GS: 10.40% <sup>3</sup>	Foot note 3, 8 Total building area = 295,711 sf
Former Sign Bldg + A5a	B: 25.15 % B+P: 58.10 % GS: 41.90 %	B: 38.00 % B+P: 60.00 % GS: 40.00 % <sup>6</sup>	Foot note 6 Total building area = 37,796 sf
East Plant + A3 & A5b	B: 17.61 % B+P: 96.00 % GS: 4.00 % <sup>9</sup>	B: 34.75 % B+P: 95.00 % <sup>5</sup> GS: 6.00 % <sup>9</sup>	Footnote 5, 6, 9 Total Building area = 120,370 sf
McKesson + A2 & A4	B: 23.33 % B+P: 40.66 % <sup>4</sup> GS: 59.34 %	B: 54.00 % B+P: 74.20 % GS: 25.60 %	Footnote 4, 8, 10 Total Building area = 178,040 sf

**Notes:**

1. **B:** = Building. **B+P:** = Building plus all paving. **GS** = Green Space
2. Zoning section 5.14.05 allows 75% building coverage. Allowable Impervious coverage for industrial is not specifically mandated, but landscaping requirements will mandate that some green areas be preserved.
3. Because the area where addition A1 and A6 will occur is already paved, the impervious coverage will not change. It will just change from pavement to building.
4. Site area calculation includes the empty lots south of the existing building, where the future cold storage building is proposed.
5. The area where Addition A3 will occur is already paved and is partially covered by an existing metal building that will be removed. Thus the impervious coverage will slightly decrease as A3 is built, due to added landscaping that is planned as part of the addition.
6. Phase 5a at the former signage building sets on existing paved areas, so while the building coverage will increase, the impact on impervious coverage is minor.
7. Phase 5b is attached to the former signage building but sets on the East plant site, so the addition is listed as part of the East Plant site calculations since it affects the coverage of that site.
8. Overpass A1 is designated as a part of the Main plant.
9. Green space associate with A3 is mostly in the landscape buffer along the east side of the property. The increase in green space is due to an added landscape area planned south of the future addition.
10. New paving estimate includes future east truck loading areas.

## Table 3

### Anticipated Additions and Renovations

Map Ref #	Description / Use	Approximate Building Area	Building Height	Notes
A1	Skywalk over Gertrude Street for conveyors to new packaging area.	8925 SF	40' to 45'	Note 3,4
A2	North expansion of McKesson Building for packaging warehouse and support. Phase B: Remodeling dock areas.	18,944 SF 3,000 SF Mezzanine	40' to 45'	Warehouse & Office space
A3	East plant addition for gluten-free production expansion.	46,600 SF + Partial Basement	44'	40' floor to roof + 4' floor to grade
A4	Cold storage facility and docks areas.	81,000 SF	130'	Typical freezer area is 100' to 130' tall.
A5a & A5b	Expansion or replacement of the former signage building.	12,800 sf & 23,850 sf Additions	26' to 32'	Warehouse & Office space
	Possible additional skywalk over 107 <sup>th</sup> Street.	TBD	40'	
A6	Office or Storage expansion or relocation.	12,500 SF for Addition	35' to 45'	Storage for merchandise, and office space.

Notes:

1. Note that the anticipated projects listed below may not occur in the order shown.
2. Parking requirements have been moved to Table 3B.
3. Skywalk will be used to transport products and materials between buildings.
4. Height of the buildings being connected varies due to grades. Top of skywalk is generally 42' to 45' high, relative to floor line at each end. The goal is for the parapet height of the skywalk to align with the adjacent buildings.

## Table 3B PARKING RECAP

SITE	BLDG	EX'G PKG (copied from table 2)	Parking Required including Additions	Total number of stalls required / Number to be added:	NOTES:
Main Plan	E1	202	127 <sup>9</sup>	189 total / add 0	The site currently has adequate parking
	A1		0 <sup>1</sup>		
	A6		62 <sup>4</sup>		Based on office use
Former Signage Building	E2	96	96	101 total / add 5	Parking required is based on warehouse use.
	A5a		5		
East Plant (Gluten Free)	E3	30 cars 30 trucks	30	61 total / add 31	Based on industrial use.
	A3		16		
	A5b		15		Based on industrial use. And some support office space
McKesson Site	E4	74 <sup>2</sup>	+ 7 +30 + 6 <sup>3</sup>	117 total / add 43	7 for warehouse space and 30 for office mezzanine
	A2				
	A4				
TOTAL		402		468 / add 66	See Note 10

Footnotes:

1. Skywalk A1 is just circulation space and does not add to the occupant load of the building.
2. 74 existing stalls: 24 for warehouse and 50 for office area.
3. 6 parking stalls is based on actually staffing required for an automated storage facility. Automated storage requires minimal staffing.
4. The existing retail store is approximate 1000 sf. (thus 5 stalls required at 1:200). If the retail moves, it will move off site and these stalls would be used for office which has the same ratio requirement. Addition A6 is approximately 12,500 sf and will be partially storage and partially office space. Thus 62 stalls required.
5. Calculated parking requirements are based on zoning requirements listed in Section 7.06 of the Zoning Ordinance.
6. Zoning requirements for parking: (section 7.06: Off-street parking requirements)
  - a. Office = 1:200 sf of building
  - b. Industrial = 1:3000 sf of building
  - c. Retail = 1:200 sf of building
  - d. Storage / warehouse = 1:5000 sf of building
7. Existing parking is based on field counts taken on site or via aerial photographs.
8. PUD allows parking to be shared between areas., per zoning section 5.15.04.07 and 05.15.05.03.6.
9. Parking needs peak during shift changes. Thus more parking is provided than what is needed per code. Shift changes are staggered to minimize the peak effect.
10. With restriping of existing lots, the total available parking on existing paving is 487 cars, which exceeds the amount required.

## Table 3C

### BUILDING AREA RECAP

<b>Location:</b>	<b>Existing area</b>	<b>Addition / subtraction</b>	<b>Total</b>	<b>Comments:</b>
Main plant	273,586	A1: 8,925 sf A6: 12,500 sf	295,011 sf	Note 1
Former Sign building	24,996	A5a: 12,800 sf	37,796 sf	Note 3
East Plant (Gluten Free)	49,920 sf 11,089 sf shed	A3: 46,600 sf A5b: 23,850 sf (11,089) remove shed	120,370 sf	Note 2, 3
McKesson Building	78,086 sf	A2: 18,944 sf A4: 81,000 sf	178,030 sf	Cold storage building

**NOTES:**

1. See Table 2 for area of each site.
2. Current storage building (11,089 SF) would be removed.
3. Although Addition 5b would be attached to the former signage building, it would primarily set on the sale lot as the East Plant.

## Table 3D

### TRAFFIC RECAP

**SEE TRAFFIC DIAGRAMS AS WELL**  
**ATTACHED DIAGRAMS SHOW PATH OF TRAVEL. THE CHART BELOW SHOWS VOLUME OF TRAFFIC.**

Daily Traffic	CURRENT	FUTURE	CHANGE	COMMENTS
<b>INBOUND</b>				
South plant	10	14	+ 4	Increased ingredients deliveries due to new oven coming on line in 2018.
North Plant	7	7	0	
East Plant	8	8	0	
Gluten Free Plant	3	9	+ 6	Projected additional volume as gluten free production increases.
<b>Totals:</b>	<b>28</b>	<b>38</b>	<b>+ 10</b>	
<b>TRAFFIC BETWEEN BUILDINGS</b>				
US Cold Storage	40	0 <sup>1</sup>	- 40	40 trucks per day to US Cold Storage will be eliminated once the on site cold storage facility is completed. <b>See Note 1</b>
Between plants	15 +5 = 20	20	0	Moving ingredients between buildings will grow slightly but the proposed Skywalk will offset most growth so truck traffic between buildings is expected to decline.
<b>Totals:</b>	<b>60</b>	<b>20</b>	<b>- 40</b>	
<b>OUTBOUND</b>				
Shipping (Rotellas)	60	70 <sup>2</sup>	+ 10	Current outbound shipping is from US Cold Storage. Shipping will relocate to the new on-site cold storage facility. <b>See note 1 &amp; 2 below.</b>
Route Trucks (Rotellas Local Deliveries)	20	20	0	No change in volume
US Cold Storage Future Growth ( <b>See note 3</b> )	0	40	+40	<b>See Note 3 below</b>
<b>Totals:</b>	<b>80</b>	<b>130</b>	<b>+ 50</b>	
<b>TOTAL TRAFFIC:</b>	<b>168</b>	<b>188</b>	<b>+ 20</b>	<b>Sum of totals shown above</b>

Note 1: Since US Cold storage only operates 8 to 5, Monday thru Friday, all outbound truck traffic (30 to 60 trucks per day) currently occurs during peak hours.

- (a) When the on-site automated cold storage facility is completed, outbound trucks will depart from the new storage facility which will allow for trucks to be scheduled 24 hours per day, 7 days per week and would be designed for future outbound traffic of 70 trucks per day. These would be distributed throughout the day. The estimated traffic load is 3 trucks per hour average, with a peak of 6 truck per hour.
- (b) Local truck traffic between the Bakery and US Cold Storage will be eliminated once the on site cold storage facility is completed. Thus despite growth, total outbound truck traffic is expected to decrease.

Note 2: Includes added traffic due to growth of Gluten free plant and south plant.

Note 3: Future growth and traffic needs of a replacement tenant for US cold Storage are purely speculative and will depend on the rate of growth of new business, size of trucks, and the duration that products are stored. Due to limited hours of operation it is assumed that current levels represent the maximum capacity for future truck traffic at US cold storage.



## Table 4

### Current and Proposed Zoning

All properties are Zone I-2 – Heavy industrial. (Zoning Section 5.14)

	Current Requirement	Proposed	Reason
Use Type	I-2 Industrial	No change. See side notes.	This is an approved used for this property. No change requested. 1: I-2 can include large general warehouse storage facility per 5.14.02.10. 2: supporting office space is acceptable as an accessory use. 3: limited retail (Existing Bread store) is an accessory use on the property.
Front Setback	35' 60' Setback if Used for Parking Per 5.14.05	Unchanged.	Maintain requirements along 108 <sup>th</sup> and along Harrison. Existing grandfathered structures allowed to remain.
Side Setback	30' Per 5.14.05 (Also See 5.15.04.09 and 5.15.04.16)	1: 25' where adjoining other industrial properties. 2: 10' setback where both sides of the street are owed. (For example along Gertrude Street.)	When the property on both sides of the street is owned by the bakery, allow a variance for stairs, elevators, ramps needed for conveyance over streets to occur within 10 feet of the property line, and to <i>allow structural supports to occur 5' from the property line</i> when supporting the span over the ROW. Footings shall not extend past the property line.  Revised setbacks shall not interfere with 90' corner "Sight Triangle" visibility. (Per zoning Section 2)
Rear	25' Per 5.14.05	1: 25' typical. 2: 30' minimum required adjacent to residential. 3: 60' will be provided adjacent to current residential properties.	Rear to be designated as any property line adjacent to residentially zoned property. Building code coordination note: 60' clear area is required on all sides of building by IBC Section 507 for buildings of unlimited area.

	Current Requirement	Proposed	Reason
Max Height (Towers, Silos can Exceed this Amount)	45' Per 5.14.05 (See table excerpt below.)	45' 55' 130' --	1: Maintain 45' within 60' of residential property lines. 2: 55' where not adjacent to residential. Allow higher for conveyance over streets or drives and other areas of the property. <b>(2006 IBC allows 55' for Type IIB one story construction and 65' for Type IIA.)</b> 3: Allow up to 130' for (automated) storage facilities on the property. Note that this only occurs at the future cold storage building that is proposed along the southwest corner of the property, adjacent to 108 <sup>th</sup> street. This cold storage facility is an integral part of the storage and distribution part of the campus that the Bakery wishes to develop. This will not be adjacent to residential. 4: Maintain exclusion for silos and towers.  Submission has been made to the <b>FAA</b> regarding 120' proposed height of future improvement(s). Case # 2017-ACE-6559-0E, submitted 10/31/2017.
Overhead Easement for Overpass at Gertrude Street	16.5' Minimum Clearance Required	16.5' clear height at street to be maintained. Setback requirements for supports shall be as noted in the Side yardSetbacks section.	Waiver for location of supports spanning the ROW will be submitted.  Setback requirements for overpass supports will be allowed to occur 5' from property line, as listed above.  Landscaping and/or protection will be provided where supports are subject to traffic.
Building Coverage	65% for Industrial Sites per 5.15.04.10 (See table excerpt below.)	Per review meeting, 75 percent applies to building footprint. Propose 75 percent limit for building coverage as noted in next Section 5.14.05 below.	We request that Pre-existing conditions be allowed to remain.
Impervious Coverage (Maximum Lot Coverage)	75% per 5.14.05. (See table excerpt below.)	Allow existing grandfathered areas to remain. Per review meeting, 75 percent applies to building footprint. Propose 75 percent limit for building and 90 percent for combined building plus paving.	Pre-existing conditions be allowed to remain. Excerpt from Zoning Ordinance (Chapter 2): LOT COVERAGE shall mean the portion of a lot or building site which is occupied by any building or structure, excepting paved areas, walks and swimming pools, regardless of whether said building or structure is intended for human occupancy or not.
Landscaping	<i>Sections 5.15.04.08 and 7.17.04.02 - Screening Requirements and Section 7.17.03.06 –</i>	Screening requirements adjacent to residential shall be maintained. Interior parking lot landscaping shall not be required at parking areas	Street frontage landscaping. 1. Landscaping will be grouped into areas versus uniformly distributed to provide screening, functionality and visual interest. 2. Future green space to be concentrated along 108 <sup>th</sup> Street, Harrison, and where



	Current Requirement	Proposed	Reason
	<i>Parking Lot Interior Landscaping</i>	intended for semi-truck parking and maneuvering.	needed for storm detention and run-off control.
Special Adjacency Requirements	5.14.06.01: No Parking, Drives, Signs Allowed within 30' of Residential Property	No change	No changes requested to this section.
Parking	Ratio Required for: <b>Office</b> = 1:200 SF <b>Industry</b> = 1:3000 SF <b>Retail</b> = 1:200 SF	No change.	PUD Parking located in one part of the development can serve needs in other parts of the development. (See 5.15.04.07 for shared parking and 05.15.05.03.6.)

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***The following excerpt from the La Vista Zoning Ordinance is provided for reference.***

5.14.05 Height and Lot Requirements:

5.14.05.01: The height and minimum lot requirements shall be as follows:

Use	Lot Area (SF) <sup>2</sup>	Lot Width <sup>2</sup>	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	100	35' <sup>11</sup>	30'	25'	45'	75%
Conditional Uses	10,000	100	35' <sup>11</sup>	30'	25'	45'	75%

<sup>11</sup> 35' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard, then front yard setback is a minimum of sixty (60) feet.



# PUD Requirements for Zoning Sections 5.14 and 5.15

The PUD requirements listed in Chapter 5.14 and 5.15 of the La Vista Zoning Ordinance are addressed individually as follows:

Subject:	Response:
Section 5.14: 5.14.06.01	Adjacent to residential. <i>These requirements are addressed in the table above.</i>
5.14.07	Refer to 7.17 (landscaping requirements). <i>See recap memo and Table 2B.</i>
Section 5.15: 5.15.04.01	Schedule of Construction: The ordinance calls for Phase 1 to proceed within 12 months, with 50% within 5 years.  <i>As part of the PUD application, we request that the time frame that the PUD shall remain in effect will be for a period of 10 years from the date of implementation.</i>  <i>Target dates:</i> <ol style="list-style-type: none"> <li>1. The administrative replat process for the McKesson building has already begun.</li> <li>2. Phase A1 and A2 are planned to begin as soon as the PUD and the replat are approved.</li> <li>3. Either phase A3 or A4 would follow 2 to 3 years after completion of phases A1 and A2</li> </ol>
5.15.04.02	Developer shall handle cost of easements, bonds, escrow, etc. for public improvements.  <ol style="list-style-type: none"> <li>1. A draft of the permit is included in the PUD as a placeholder and indication that we are aware of the requirement and is not intended to serve as the final permit application.</li> <li>2. Insurance requirements have been forwarded to the Owners and the proper documentation will be ready at the time the permit sets are submitted for the overpass.</li> </ol>
5.15.04.03	Existing roads.  <i>The roads are already in place for truck traffic that serves the site. New curb cuts or changes to roadways will be provided as needed as part of future expansions and shall be included in the associated project's scope of work.</i>  <i>Attachments 6 &amp; 7 have been provided to show current and future truck volume.</i>
5.15.04.04	Will this development place a burden on police/fire services?  <i>No added burden on services is anticipated based on the type and use of the structures.</i>
5.15.04.05	Property ownership.  <i>All current and future properties under this PUD will be held by Rotella's Bakery or members of the Rotella family. See attached title search data provided by American Title Company, confirming ownership of property.</i>
5.15.04.06	Compatible development.  <i>All areas of the PUD are part of an industrial park development.</i>

Subject:	Response:
	<p>1. <i>Green space: Current undeveloped land is maintained as open lawn. See table 2B</i></p> <p>2. <i>Site lighting shall be located on poles and arranged to shine towards the building and away from residential properties. See attached site plan for schematic lighting layout.</i></p> <p>3. <i>Noise: The same functions that are currently performed in the main plant (E1) and the East plant (E3) will also occur in the addition A2 &amp; A3. The existing East Plant E3 was constructed with 2" insulated wall panels. Future additions will utilize 4" wall panels which will reduce sound transmission. The bakery is also transitioning from an intercom system to hand held radios, so external speakers are being phased out.</i></p> <p>4. <i>Building Height: The proposed buildable area maintains the current zoning requirement for 45' maximum height if within 60' of residential property. Note that that the trees within the current landscape buffer along the East side of the property are taller than the proposed future building. Thus the trees will be the primary source of any shadows on adjacent properties. See attached light pole data sheet for typical light.</i></p>
5.15.04.07	Parking.
5.15.04.08	Landscaping.
5.15.04.09	25' setback from ROW.
5.15.04.10	65% maximum allowed building coverage.
5.15.04.11	Not applicable.
5.15.04.12	PUD maintenance.
5.15.04.13	Not applicable.
5.15.04.14	Street access.



Subject:	Response:
5.15.04.15	<p>Sidewalks. (see also 5.15.05.02.4)</p> <p><i>Sidewalks are not required along 107<sup>th</sup> Street in the industrial park. Sidewalks will be provided between building entrances to facilitate staff moving between buildings. The <b>attached</b> sidewalk drawings will continue to be updated as the layout of the buildings are refined.</i></p>
5.15.04.16	<p>Noted that the City may grant variances to setbacks.</p> <p><i>Noted.</i></p>
5.15.04.17	<p>Consistent design style required.</p> <p><i>Buildings will be constructed from materials that are durable and appropriate for industrial facilities. Materials will be similar to those already in use, including metal panels, precast concrete, decorative and standard concrete block, and glass storefront systems.</i></p>
5.15.04.18	<p>Materials suitability.</p> <p><i>See above.</i></p>
5.15.04.19	<p>Colors.</p> <p><i>See above.</i></p>
5.15.04.20	<p>Provide visual interest.</p> <p><i>Attention will be given to the design of the structures to complement the overall PUD campus. Attention will be given to reducing overlap of visitor, corporate and truck traffic, and improving directional queues, signage, and sightlines.</i></p>
5.15.04.21	<p>Site lighting.</p> <p><i>Site lights will be located on light poles away from the building and aimed back at the building for security, and to minimize the amount of light spilling onto adjacent properties. <b>See Site lighting plan &amp; fixture cut sheet.</b></i></p>
5.15.05.02	<p>Site Plan Requirements:</p>
5.15.05.02.1	<p>Contour plan.</p> <p><i>See <b>Attachment 5</b> plan for existing site contours.</i></p>
5.15.05.02.2	<p>Location and size of all proposed structures are indicated on the site development plan.</p> <p><i>Heights and areas are shown in the attached <b>Table 2B</b> and on the Site Development Plan. Schematic plans for the first phases are also attached for reference.</i></p>
5.15.05.02.3	<p>Driveways and access points.</p> <p><i><b>See attached</b> traffic plans, including truck volume related to the Bakery's operations. 90' Intersection Visibility Triangle to be provided at all intersections as noted in Section 2 of the Zoning Ordinance. (A copy of the diagram from Section 2 is included on the attached traffic counts sheet.)</i></p>
5.15.05.02.4	<p>Sidewalks. (see also 5.15.04.15)</p> <p><i>Existing sidewalks are visible on the aerial photos. Future sidewalks between buildings have been noted on the site development plan. As noted by the Planning Department, no sidewalks are required along 107<sup>th</sup> Street.</i></p>
5.15.05.02.5	<p>Indicate all streets and ROW widths.</p> <p><i>Right-of-way widths and property dimensions are shown on the attached Oakdale Park Plat.</i></p>



Subject:	Response:
5.15.05.02.6 Recreational spaces.	<i>Not applicable.</i>
5.15.05.02.7 Designation of parcels for phased work.	<i>Anticipated phasing of projects is listed in the table above.</i>
5.15.05.02.8 Not applicable.	<i>Not applicable – lots are not being divested.</i>
5.15.05.02.9 Location of required screening.	<i>Screening is primarily required adjacent to the residential neighborhoods and will be maintained or added to as required by the screening requirements of the Zoning Ordinance.</i>
5.15.05.02.10 Location of natural features.	<i>Not applicable (existing industrial park). Special Features: The existing cellular tower is located south of the Bakery's property on the IPSI Specialty Foods' property. Development of the future cold storage facility will be coordinated with the cellular tower service provider.</i>
5.15.05.02.11 Show existing development on adjacent properties within 200 feet.	<b><i>See attached 3D massing model which shows all structures within 200' of the property.</i></b>
5.15.05.03 General Provisions:	
5.15.05.03.1 Provide net area of property.	<i>See attached <b>Table 2</b>.</i>
5.15.05.03.2 Not applicable.	<i>Not applicable.</i>
5.15.05.03.3 Building coverage.	<i>Existing building coverage is shown in <b>Table 2B</b>. Projected building coverage based on future projects is also shown and will comply with the requested coverage amounts except where grandfathered.</i>
5.15.05.03.4 Percentage of open common space.	<i>Not applicable.</i>
5.15.05.03.5 Provide sequence of development.	<i>Anticipated phasing is listed above in the executive summary and in the sequence of future projects shown. Note that the actual sequence of the proposed additions is subject to the growth of the business.</i>
5.15.05.03.6 Required off-street parking.	<i>Calculations are provided in <b>Table 3B</b> for current and future parking needs. Calculations are based on requirements for industrial use, except at the existing retail store area. The facility currently provides more parking than required by the zoning. Peak requirements occur during shift changes due to shift work and due to truck staging areas needed to efficiently perform their work. Parking is based on the anticipated peak times.</i>
5.15.05.03.6 Gross floor area for commercial structures.	<i>Existing and anticipated are shown in <b>Table 2</b> and <b>Table 3C</b>.</i>
5.15.05.04 Describe handling of sanitary waste and storm water.	<i>Sanitary Sewer: Systems are already provided to the industrial park. No major changes are anticipated based on the future growth. Storm sewers already serve the area. The 2012 expansion included a buried storm detention tank. The attached storm sewer plan (from the county's GIS website) has been</i>



Subject:	Response:
	<p><i>annotated to show designated areas for future surface or buried stormwater detention.</i></p> <p><i>See attachment 3A for storm water management.</i></p>
5.15.05.05	<p>Provide full legal description of the parcels within the PUD.</p> <p><i>Plats are provided of each property at the end of the submittal for reference.</i></p> <p><i>The Process has been started for an administrative replat of the McKesson property.</i></p>
5.15.05.06	<p>Provide a Vicinity Map showing streets within 1000' of the property.</p>
5.15.05.07	<p>Rendering of proposed buildings.</p>
5.15.05.08	<p>Common space.</p>
5.15.05.09	<p>Covenants.</p>
5.15.05.10 through 5.15.05.16	<p>Recording and public hearing procedures.</p> <p><i>Process has been noted.</i></p>



# ROTELLA'S ITALIAN BAKERY

PLANNED URBAN DEVELOPMENT

APRIL 16, 2018

## LEGEND:

Yellow: Existing Bakery owned buildings

Red: Future Expansion

Blue: Other adjoining Properties

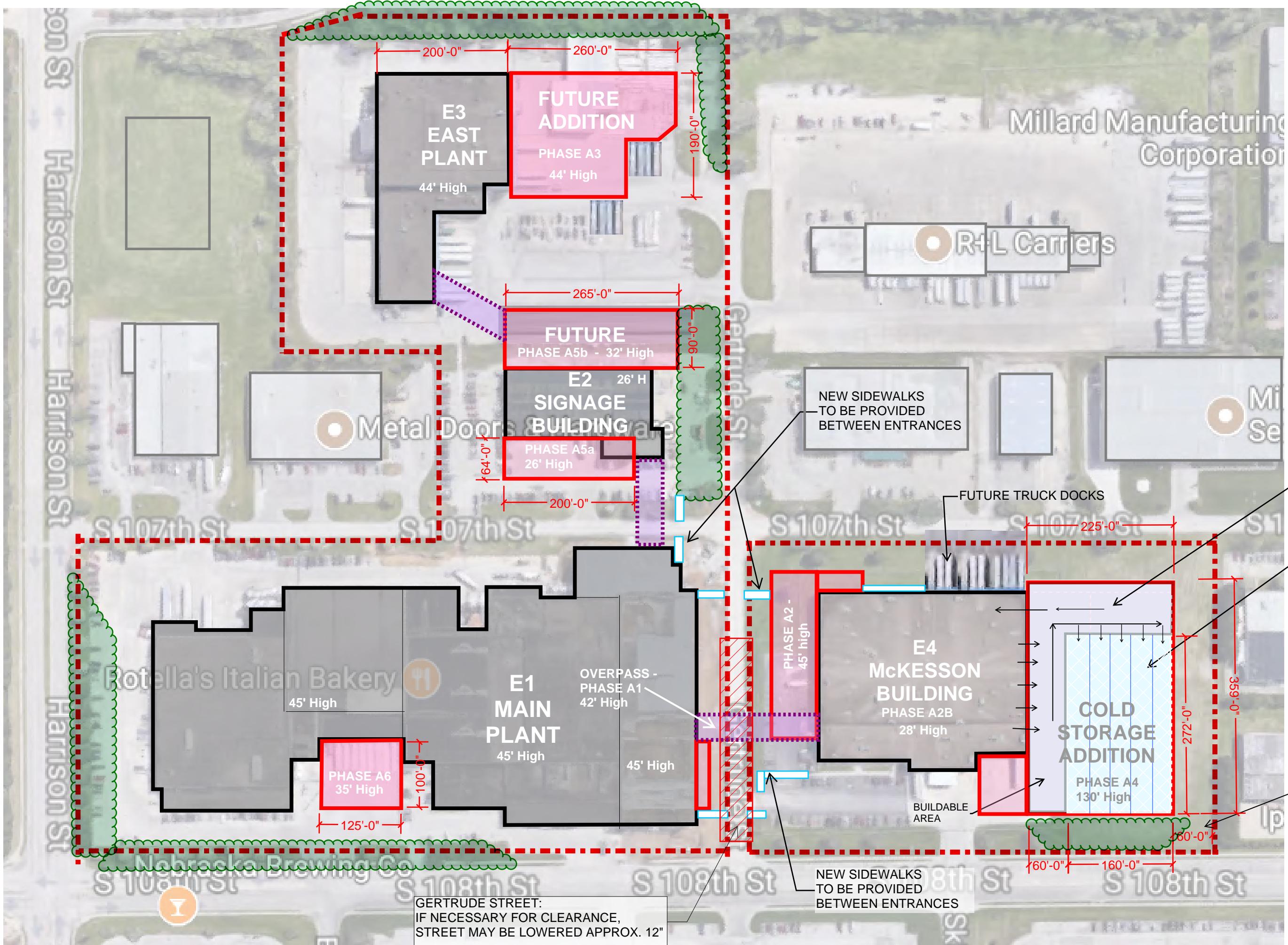
## 3D SITE DEVELOPMENT PLAN



# ROTELLA'S ITALIAN BAKERY

PLANNED URBAN DEVELOPMENT  
JULY 12, 2018

## SITE DEVELOPMENT PLAN



# ROTELLA'S ITALIAN BAKERY

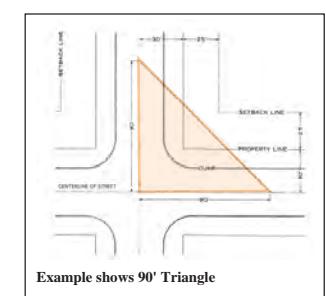
PLANNED URBAN DEVELOPMENT  
APRIL 16, 2018

## SITE SETBACKS PLAN



### LEGEND:

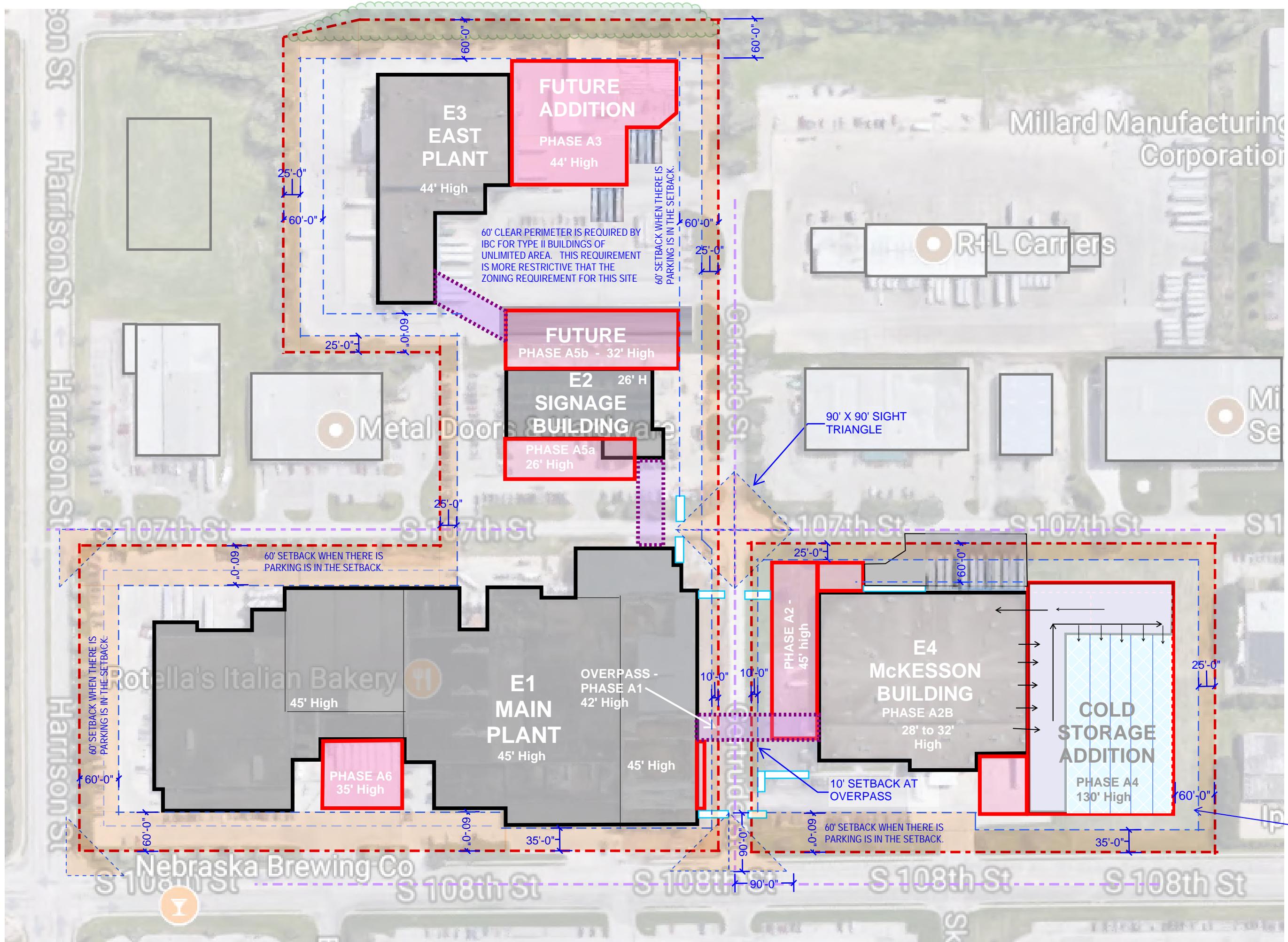
- STREET CENTERLINE
- SETBACK LINE
- PROPERTY LINE
- SETBACK AREA



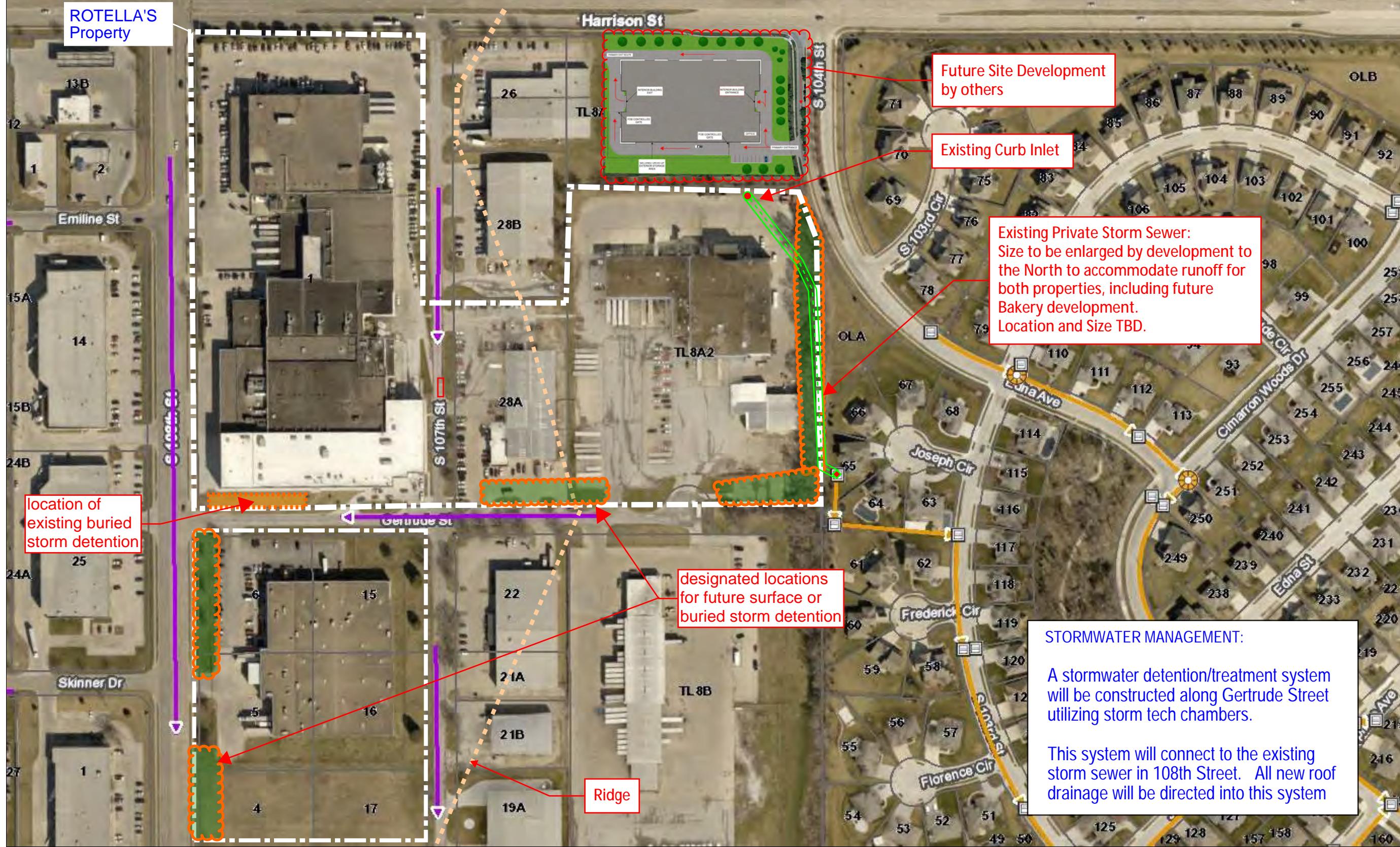
### SECTION 2.20 - SIGHT TRIANGLE

NEED TO MAINTAIN 60' PERIMETER TO QUALIFY FOR UNLIMITED AREA AS ALLOWED IN THE BUILDING CODE.

60' CAN INCLUDE THE PUBLIC R.O.W. 35' SETBACK WHEN NO PARKING IS IN THE SETBACK.



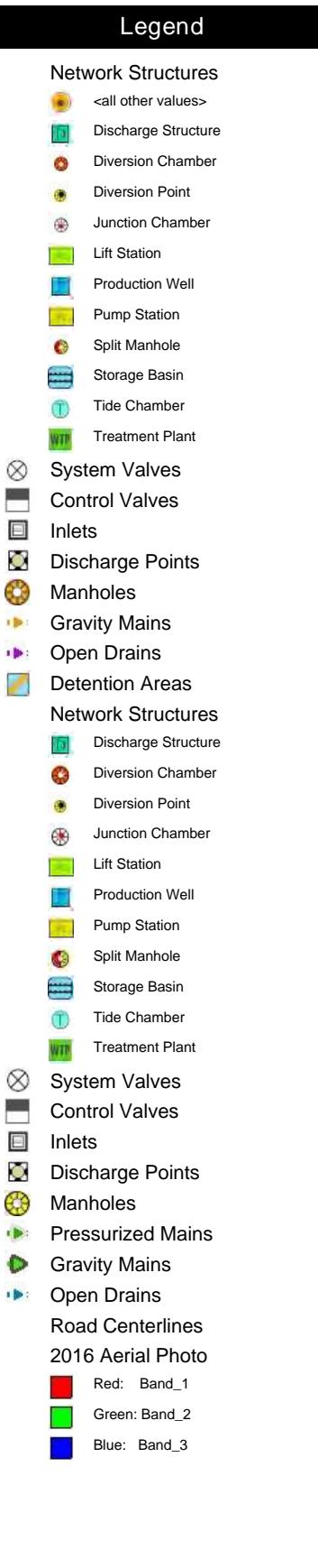
# Sarpy County Property Information 1" = 200'



## Stormwater Management Plan

**ROTELLA'S ITALIAN BAKERY**  
PLANNED URBAN DEVELOPMENT  
APRIL 16, 2018

Sarpy County GIS  
1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com



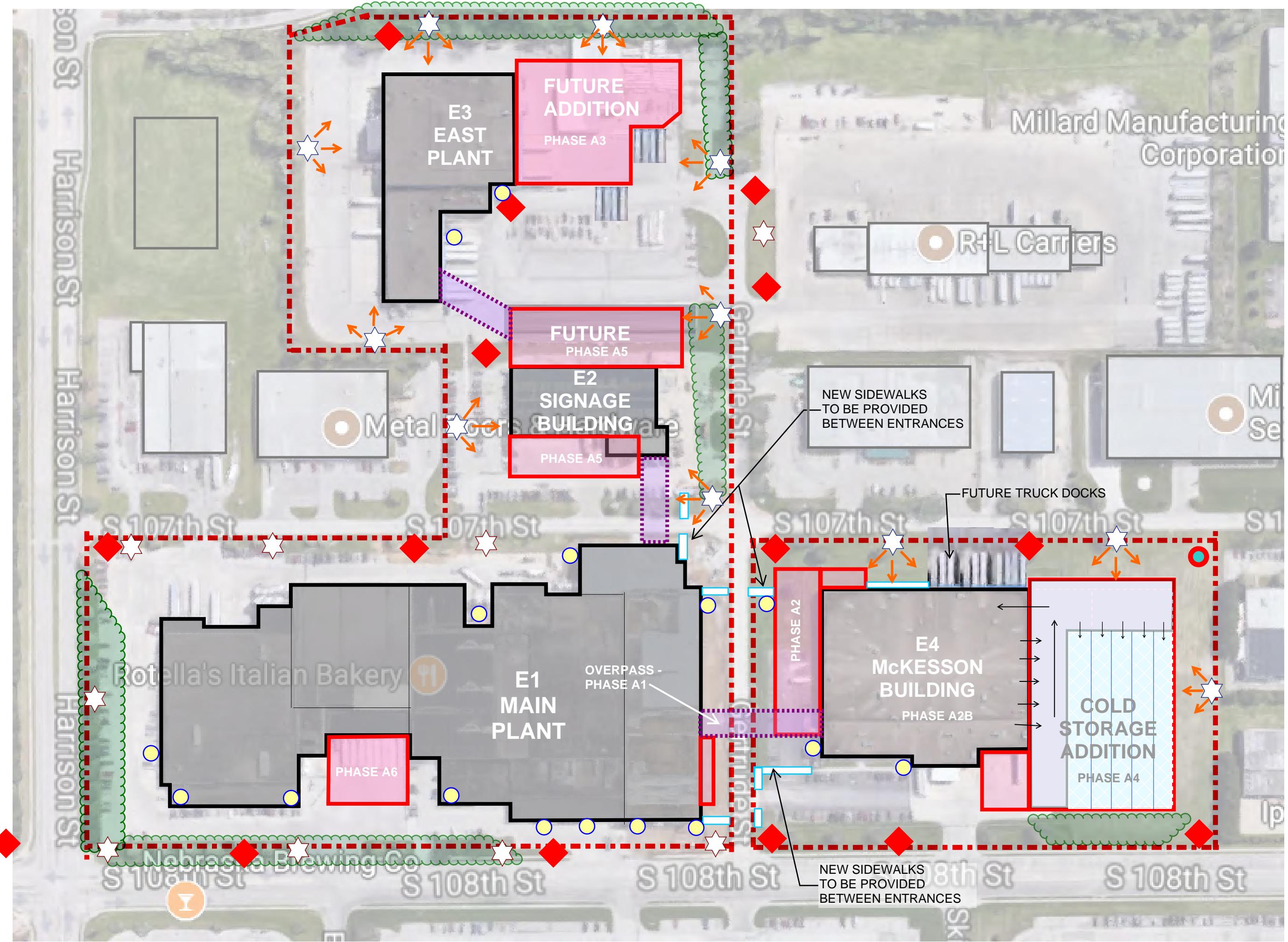
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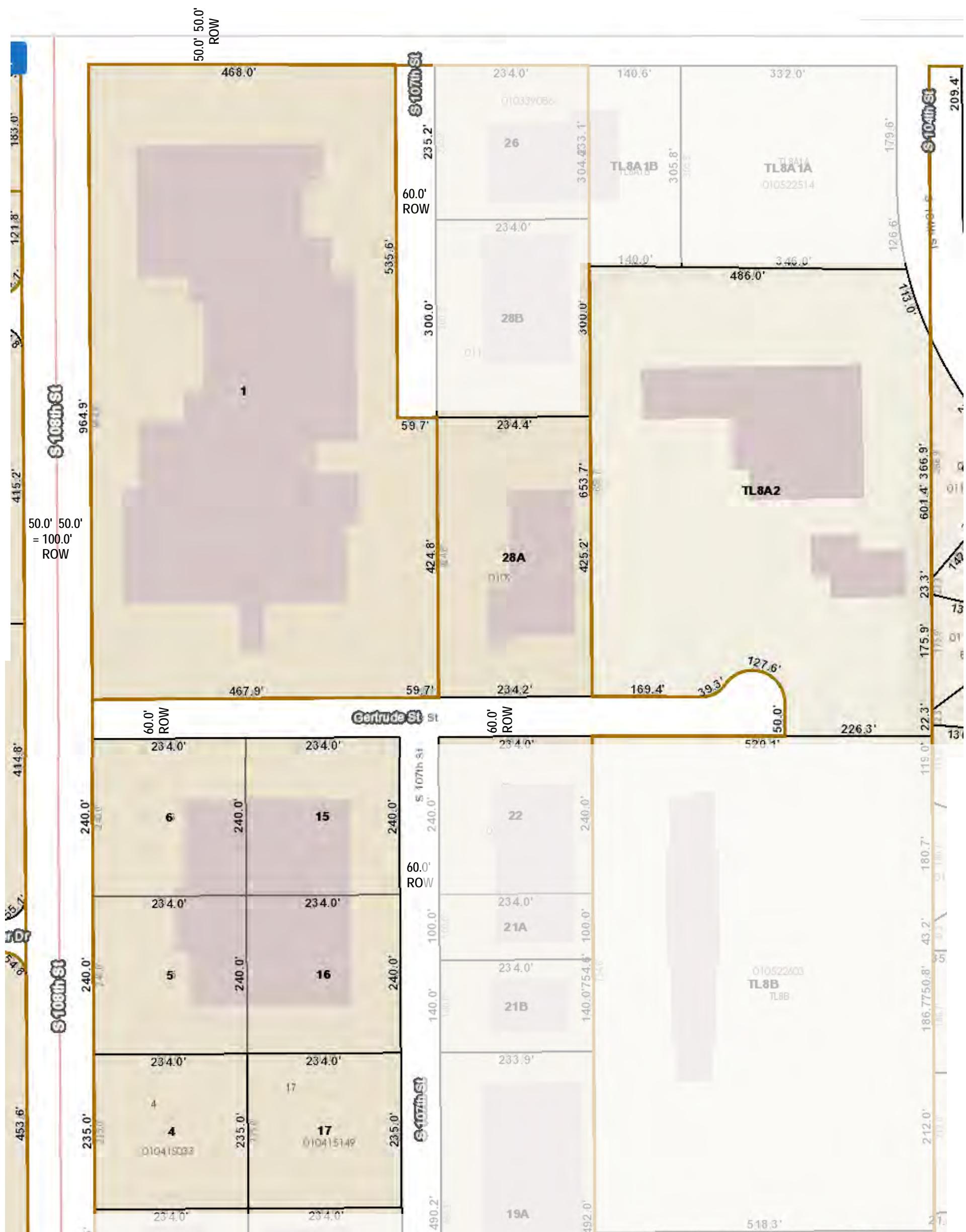
PLANNED URBAN DEVELOPMENT  
APRIL 16 2018

# FIRE HYDRANT LOCATION PLAN

## EXISTING & NEW LIGHT POLES

# FIRE HYDRANT LOCATION PLAN EXISTING & NEW LIGHT POLES

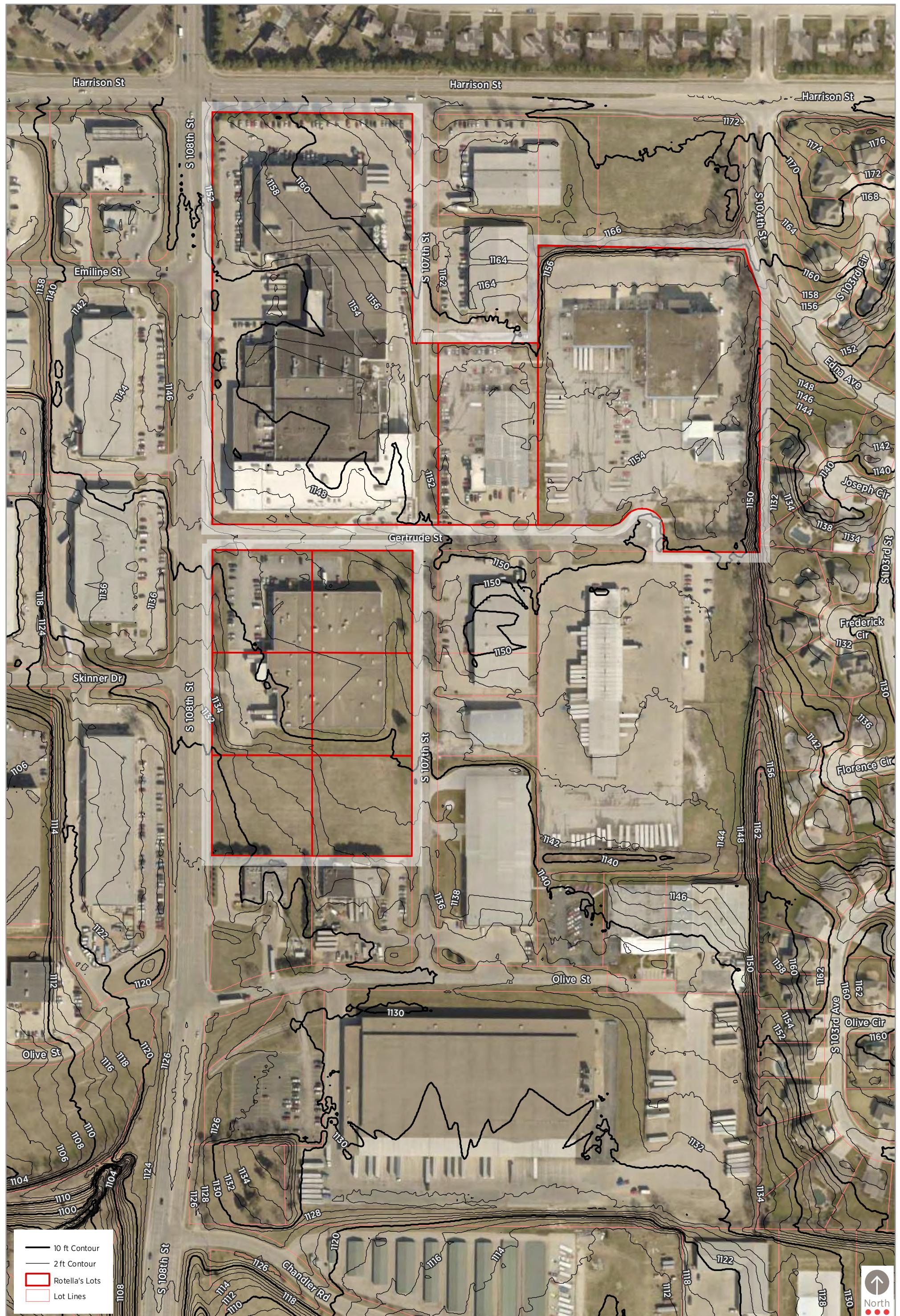




## **SITE AND R.O.W. DIMENSIONS**

# ROTELLA'S ITALIAN BAKERY

## PLANNED URBAN DEVELOPMENT APRIL 16, 2018



## ROTELLA'S ITALIAN BAKERY

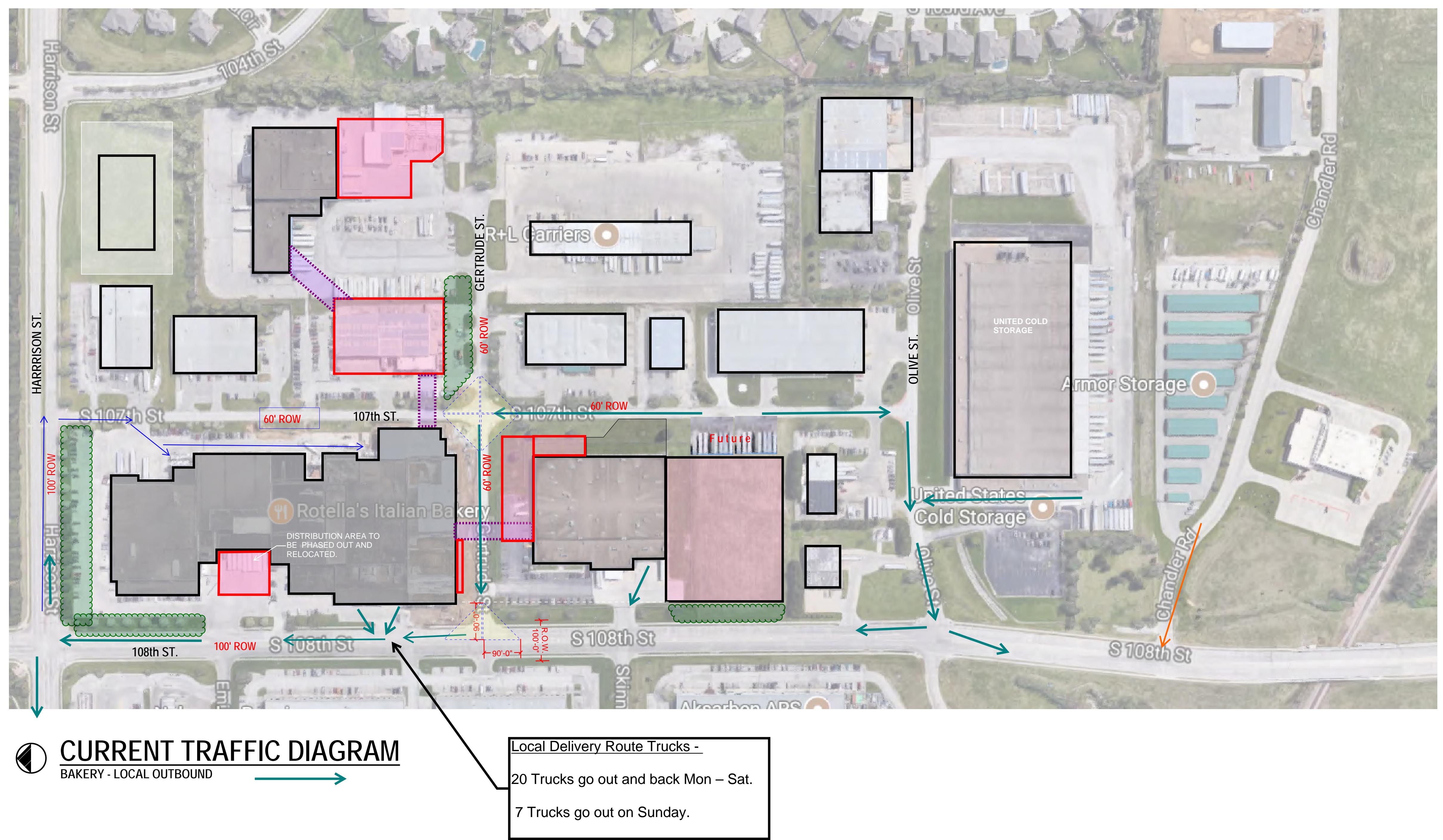
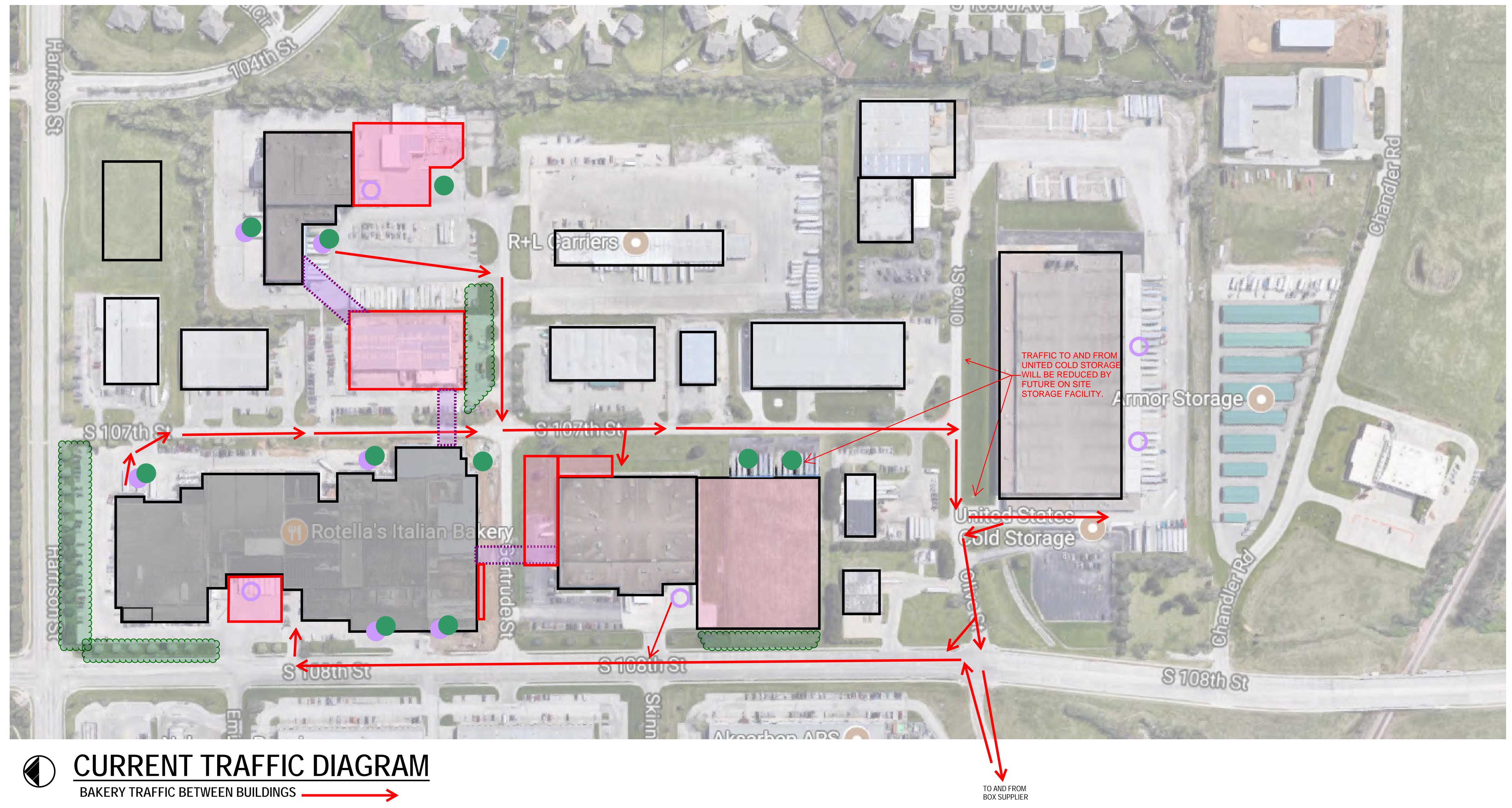
Rotella's SITE .mxd

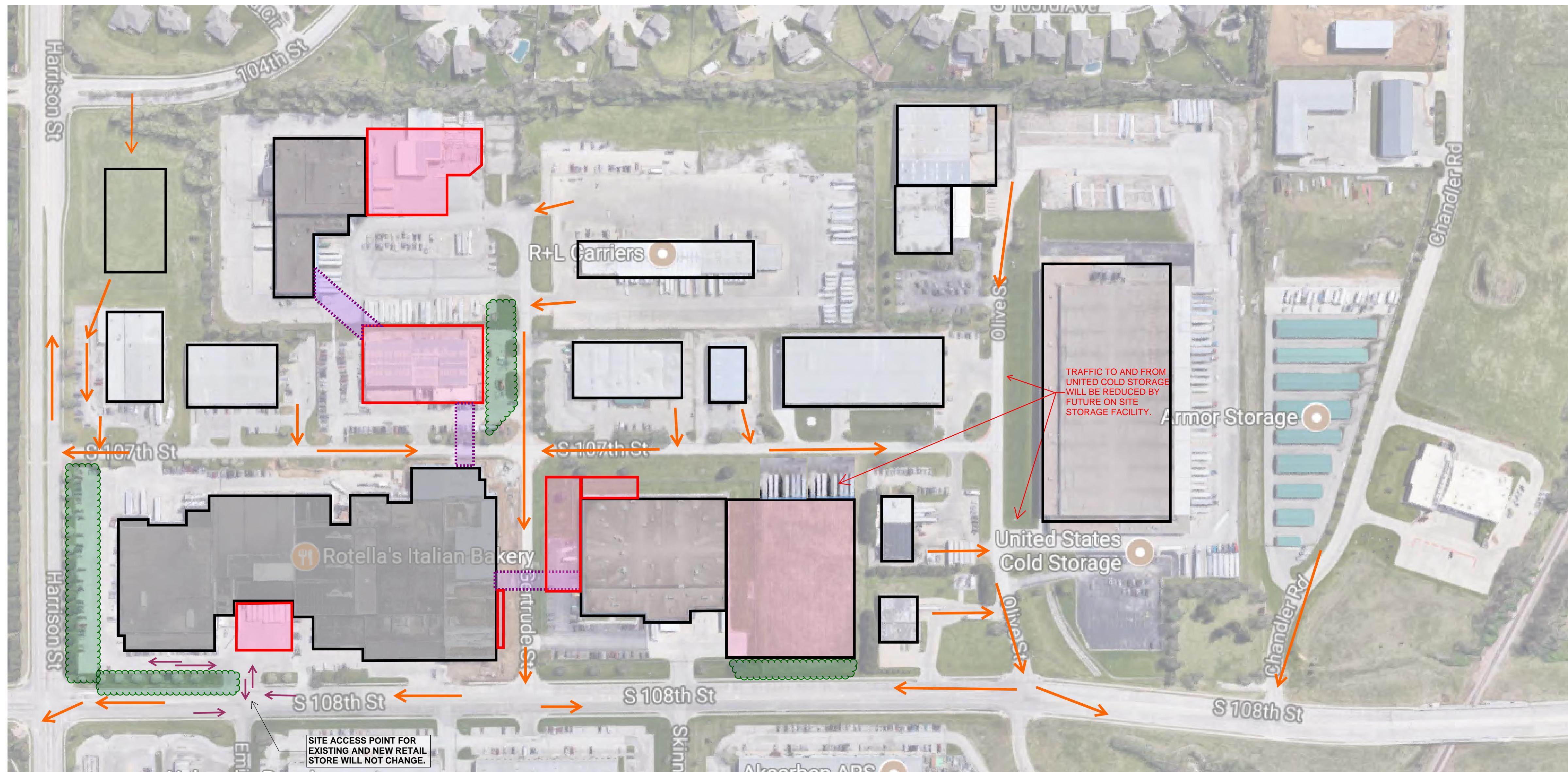
1/4/2018

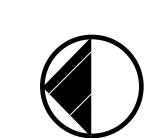
NAD 1983 StatePlane Nebraska FIPS 2600 Feet

**RDg...**  
PLANNING • DESIGN

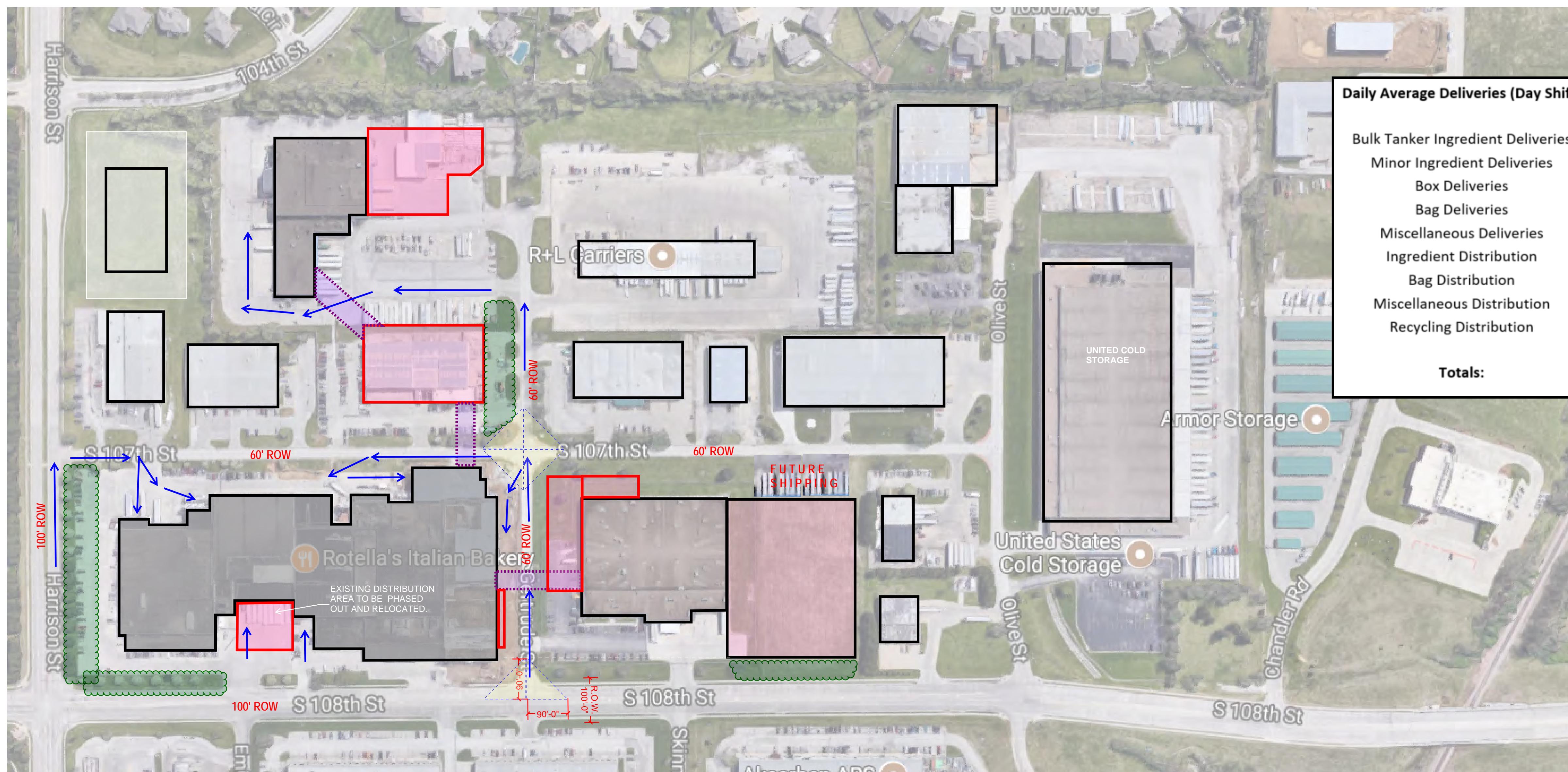
1 inch = 200 feet  
0 100 200 400  
1 Foot





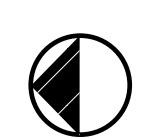
 CURRENT TRAFFIC DIAGRAM

NEIGHBOR / LOCAL TRAFFIC →  
BREAD STORE TRAFFIC (CARS) →

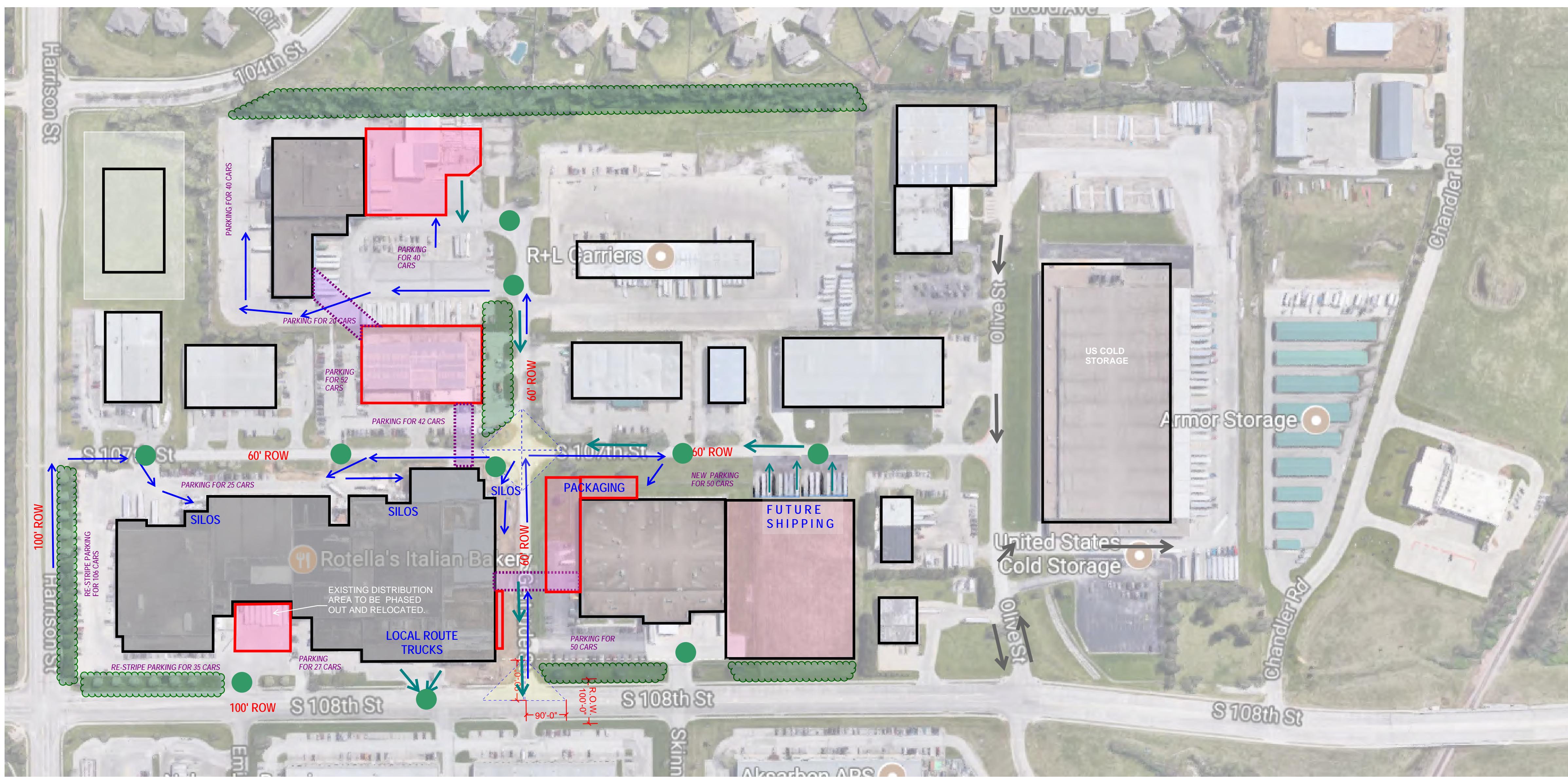


**LEGEND**

- LOCAL TRAFFIC BETWEEN BUILDINGS
- IN-BOUND DELIVERIES
- OFF-SITE TRAFFIC - DISTRIBUTION
- NEIGHBORHOOD TRAFFIC

 CURRENT TRAFFIC DIAGRAM

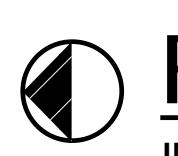
INBOUND DELIVERIES TO BAKERY →



SEE ATTACHED TABLE  
3D FOR PROJECTED  
TRAFFIC VOLUMES

**LEGEND**

- > IN-BOUND DELIVERIES
- > OUTBOUND TRAFFIC - DISTRIBUTION
- > US COLD STORAGE TRAFFIC (ASSUMED)
- SITE ACCESS POINT (FUTURE)

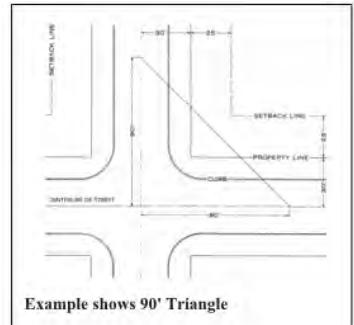
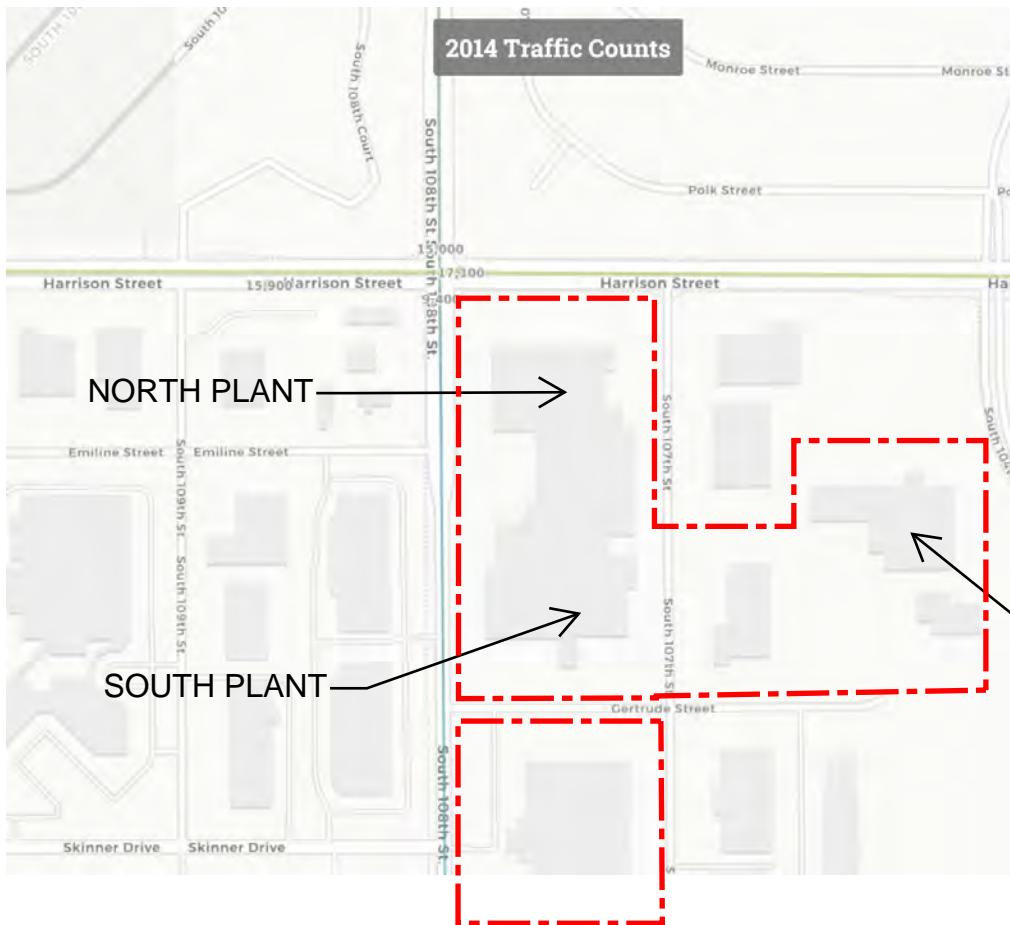


**FUTURE TRAFFIC DIAGRAM & PARKING**

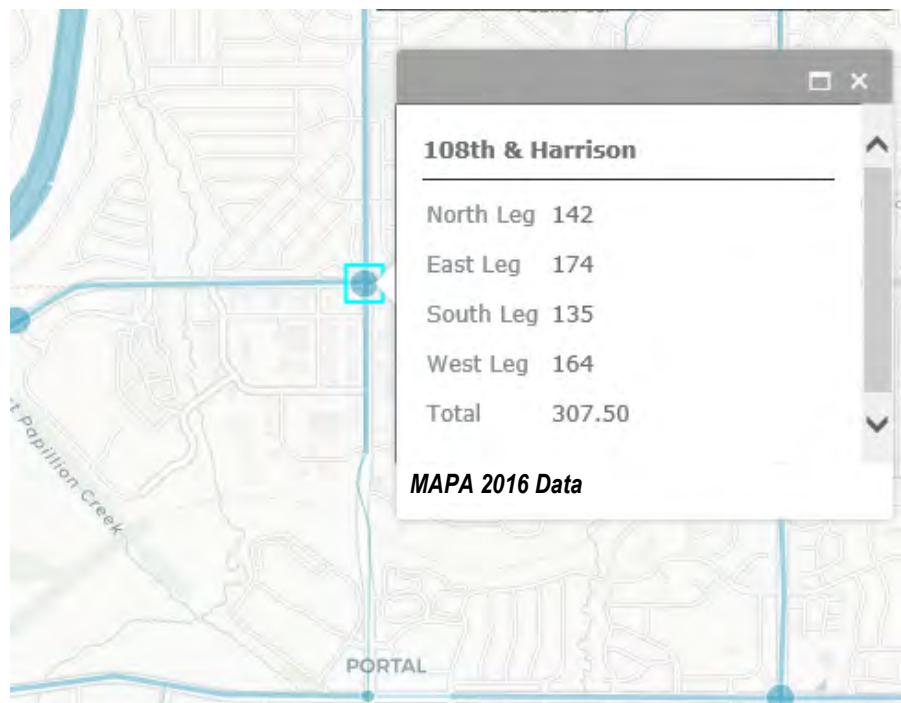
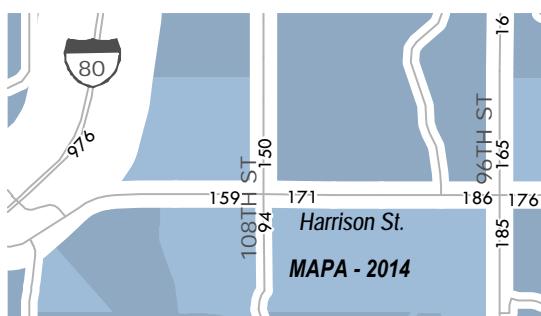
INBOUND DELIVERIES TO BAKERY  
BAKERY - OUTBOUND



PARKING  
REQUIREMENTS  
LISTED IN PURPLE.



**INTERSECTION VISIBILITY TRIANGLE** (Excerpt from LaVista Zoning Code, Chapter 2)



## TRAFFIC COUNTS

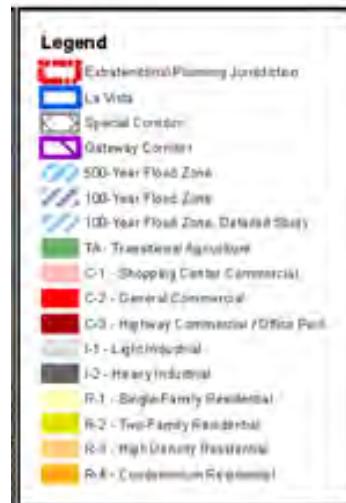
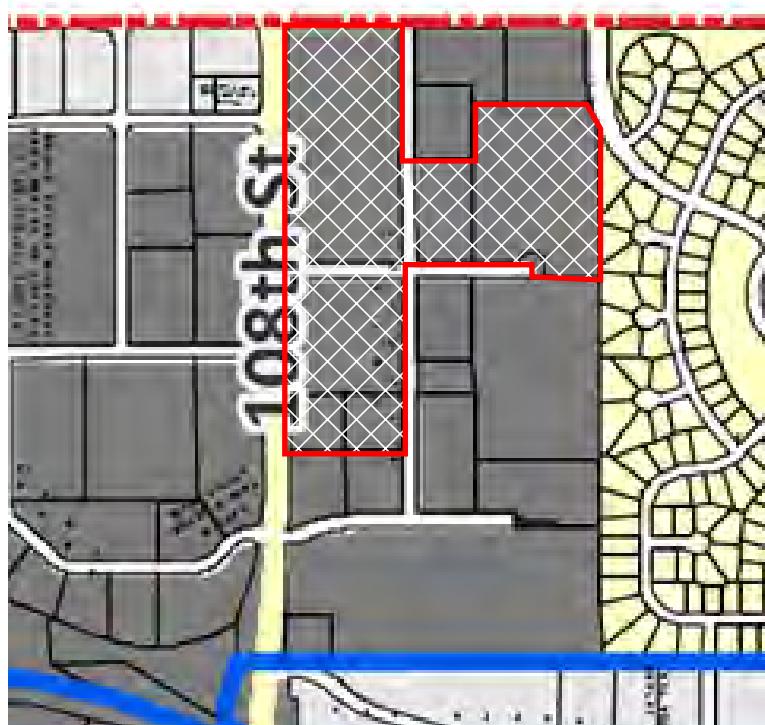
DATA TAKEN FROM 2016  
MAPA WEBSITE.

INTERSECTION DATA IS FOR  
# OF CARS PER DAY x 100

**ROTELLA'S ITALIAN BAKERY**  
PLANNED URBAN DEVELOPMENT  
APRIL 16, 2018



## VICINITY PLAN SHOWING 1000' PERIMETER



## ZONING MAP (I-2)

**ROTELLA'S ITALIAN BAKERY**  
 PLANNED URBAN DEVELOPMENT  
 APRIL 16, 2018



## Registered Tower Detail - Tower (1)



### • Ownership Info

Rep	Company:	Crown Castle	Address:	2000 Corporate Drive
	Contact:	Don Snyder		Canonsburg, PA, 15317
	Phone:	(724)416-2470		
	Email:	<a href="mailto:Don.Snyder@crowncastle.com">Don.Snyder@crowncastle.com</a>		
Owner	Company:	STC Five LLC	Address:	12502 Sunrise Valley Drive
	Contact:	Not Recorded		Reston, VA, 20196
	Phone:	(877)265-6872		
	Email:	<a href="mailto:RFRRegulatory@Sprint.com">RFRRegulatory@Sprint.com</a>		

### • Tower Characteristics

Registration #:	1005663	Ground Elev:	1131.0 feet
Latitude:	41.1852	Height Of Structure:	84.6 feet
Longitude:	-96.0803	Overall Height:	1219.9 feet
Structure Type:	Pole	Structure Address:	7069 S 108TH ST
Status:	Constructed		OMAHA, NE
Date Constructed:	12/18/1996		

### • History

Purpose	Status	Date	Addnl Info	
New Reg	Granted	11/05/1996		—
Adm Update	Granted	03/27/2001		—
Adm Update	Granted	01/21/2002		—
Adm Update	Granted	01/21/2002		—
Adm Update	Granted	04/12/2002		—
Adm Update	Granted	01/25/2005		—
Adm Update	Granted	03/02/2005		—
Constructed	Granted	05/24/2005		—
Modification	Granted	05/24/2005		—
Owner Change	Granted	08/15/2005	Owner	STC Five LLC
Adm Update	Granted	04/30/2009		—
Adm Update	Granted	11/04/2010		—
Adm Update	Granted	11/10/2010		—
Adm Update	Granted	01/30/2014		—
Adm Update	Granted	05/04/2015		—
Adm Update	Granted	05/06/2016		—





## ROTELLA'S ITALIAN BAKERY

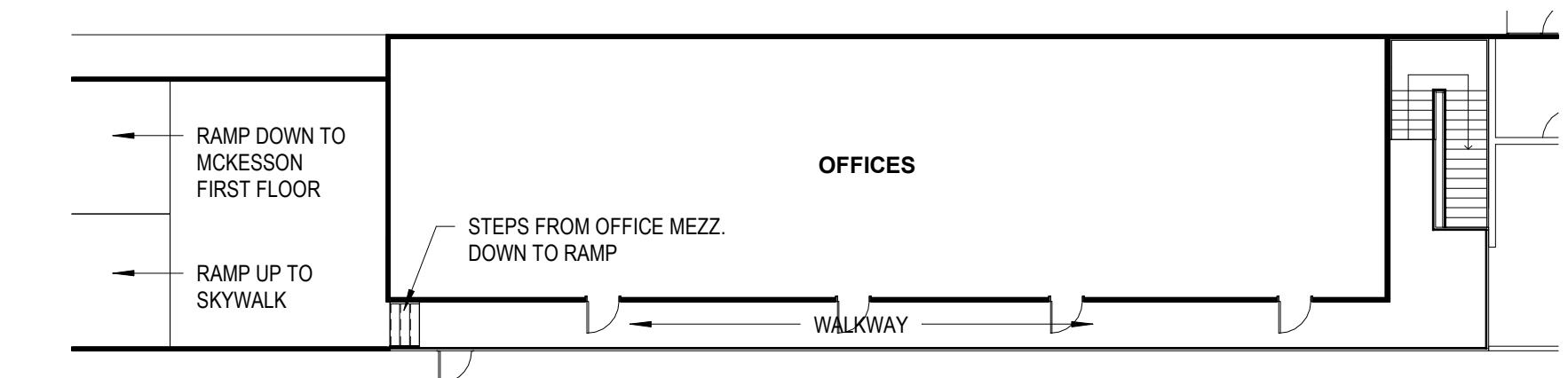
PLANNED URBAN DEVELOPMENT  
APRIL 16, 2018

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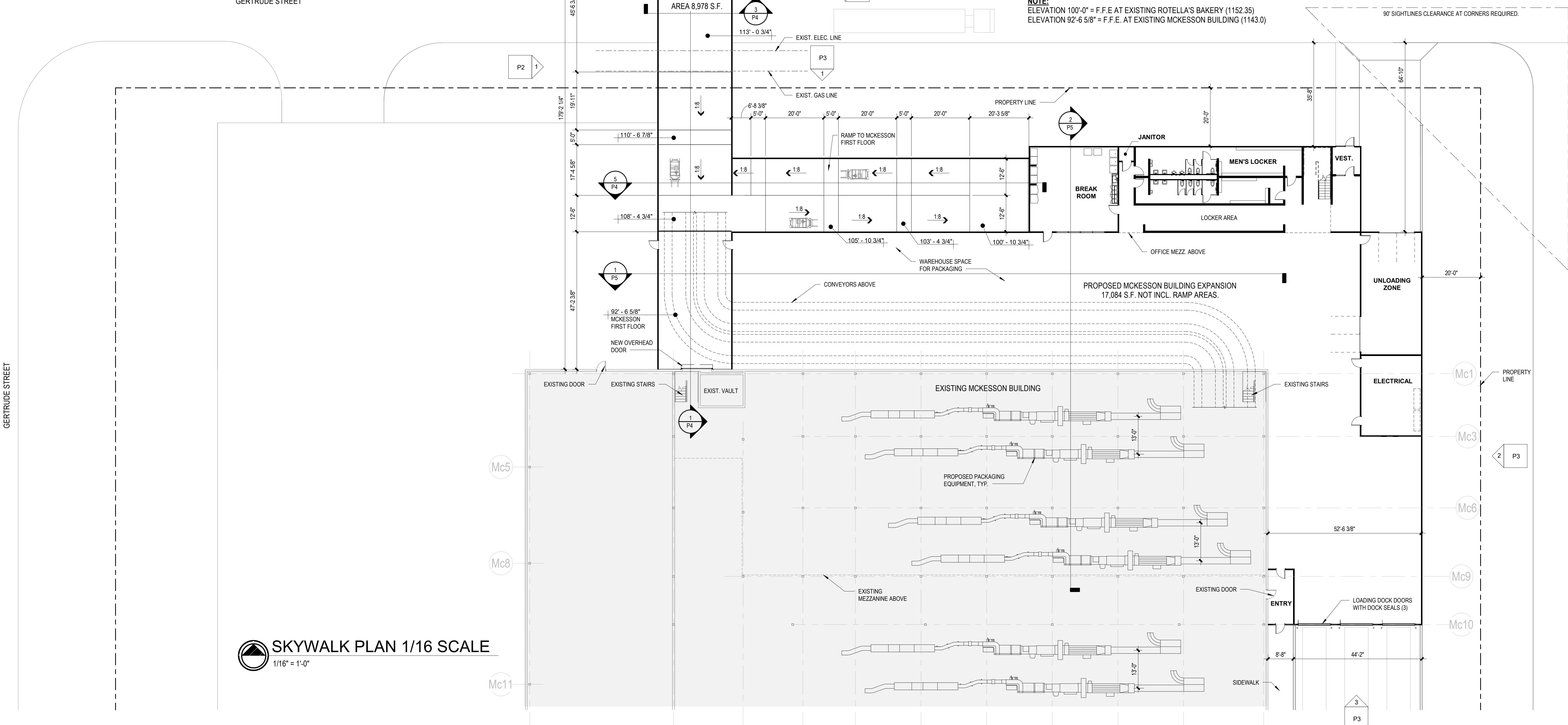
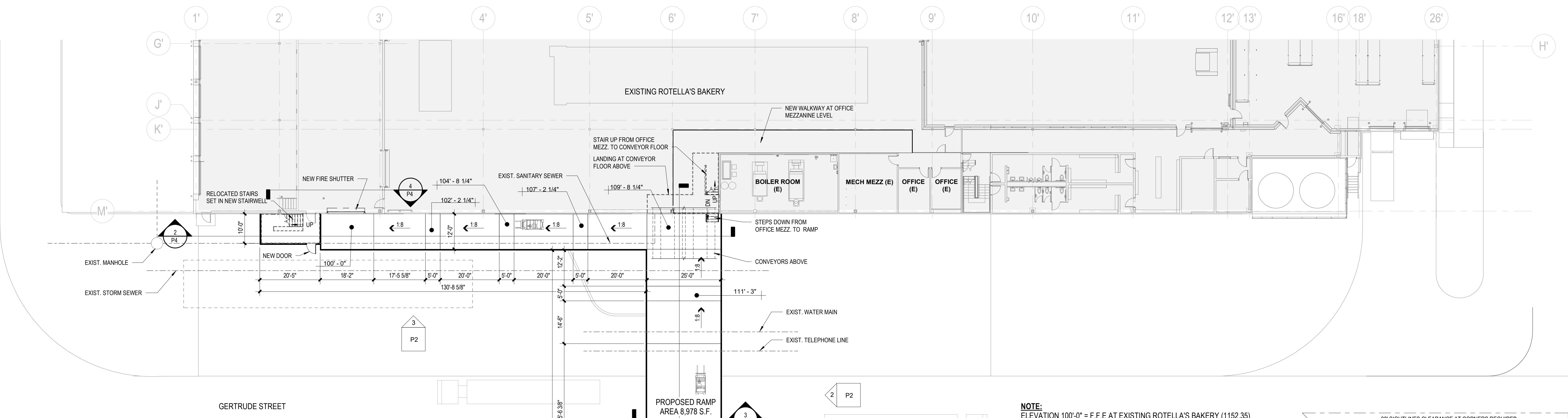
PLANNED PROJECTS



ROTELLA'S ITALIAN BAKERY SKYWALK & WAREHOUSE ADDITION

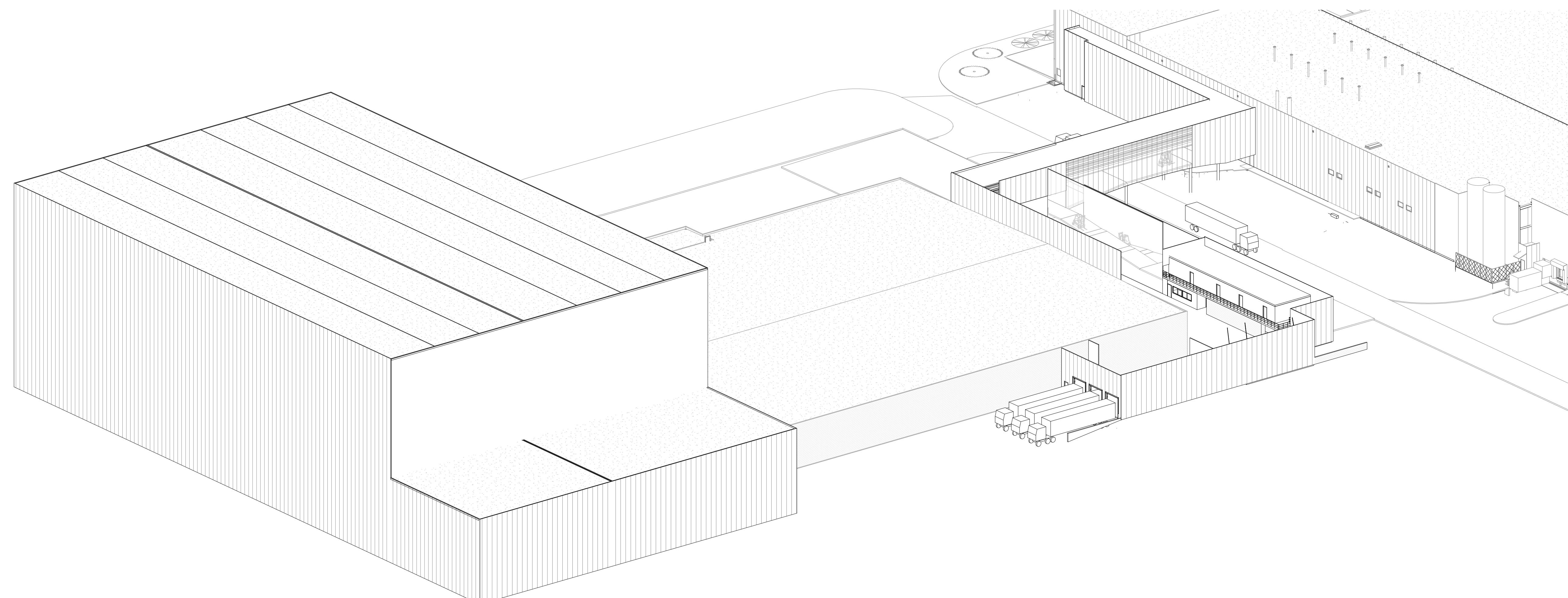


② FLOOR PLAN - MEZZ. @ MCKESSON EXPANSION

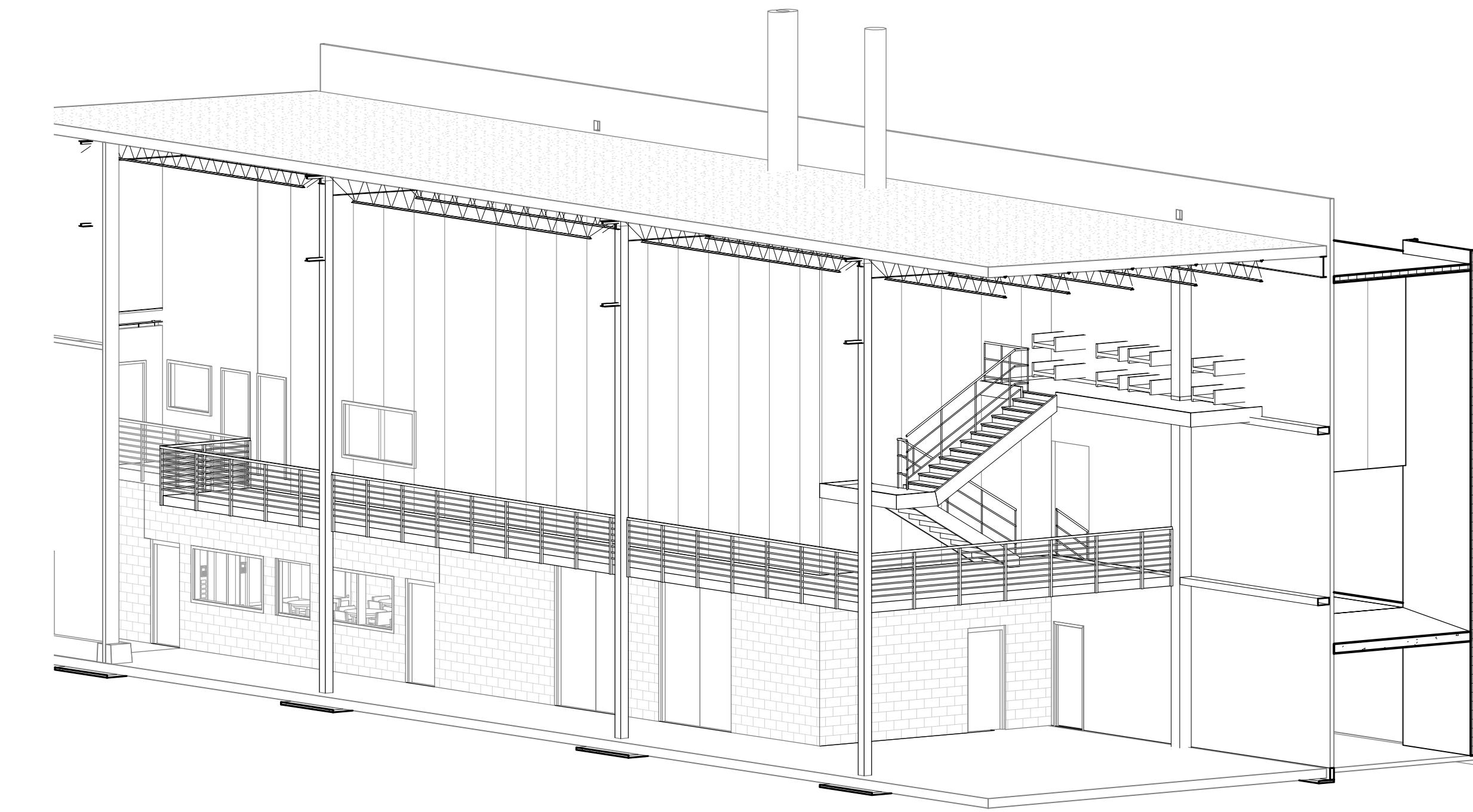


SKYWALK PLAN 1/16 SCALE

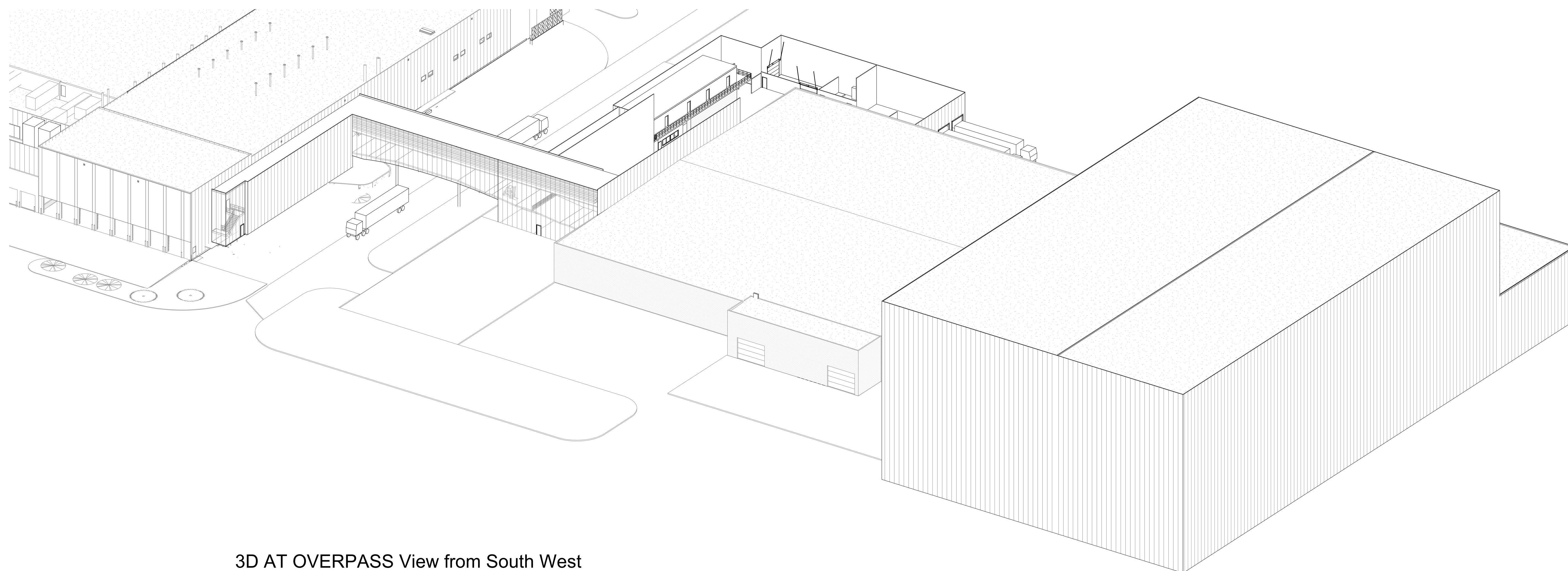
## ROTELLA'S ITALIAN BAKERY SKYWALK & WAREHOUSE ADDITION




3D AT OVERPASS View from South East



3D - CONVEYORS AT ROTELLA'S OFFICE MEZZ.



3D AT OVERPASS View from South West





# FLOOR PLAN LEVEL 1

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1/16" = 1'-0"

40,000 SF

# 46,600 SF ADDITION AS SHOWN (+ MEZZANINE)

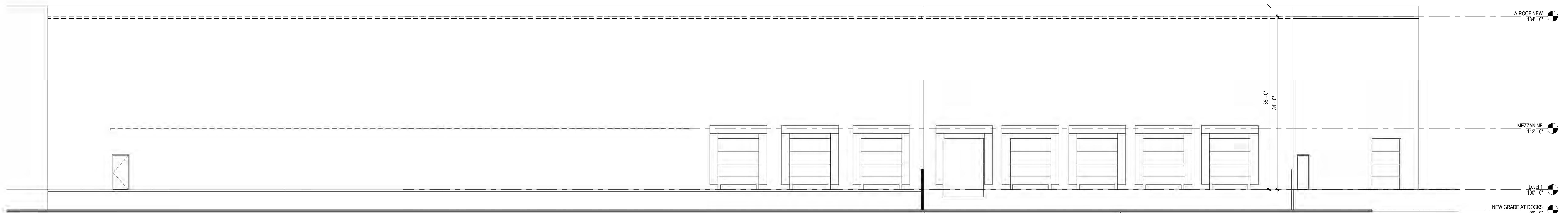
# ROTELLA'S ITALIAN BAKERY

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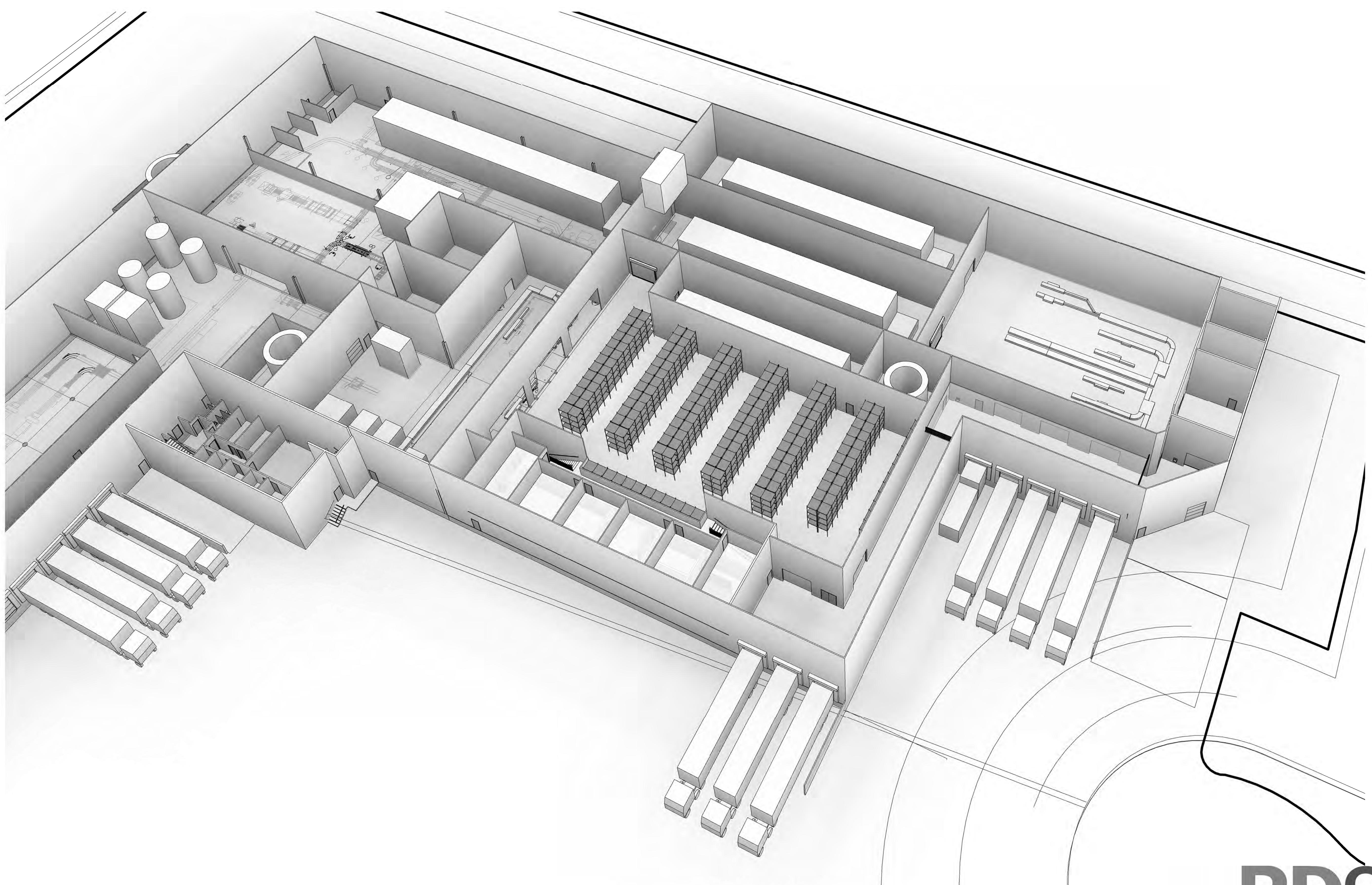
## EAST PLANT ADDITION

# RDg...

3002.037.00 21.3 07/12/2017



3 West Elevation  
1/8" = 1'-0"



# ROTELLA'S ITALIAN BAKERY EAST PLANT ADDITION



## ROTELLA'S ITALIAN BAKERY

PLANNED URBAN DEVELOPMENT  
APRIL 16, 2018

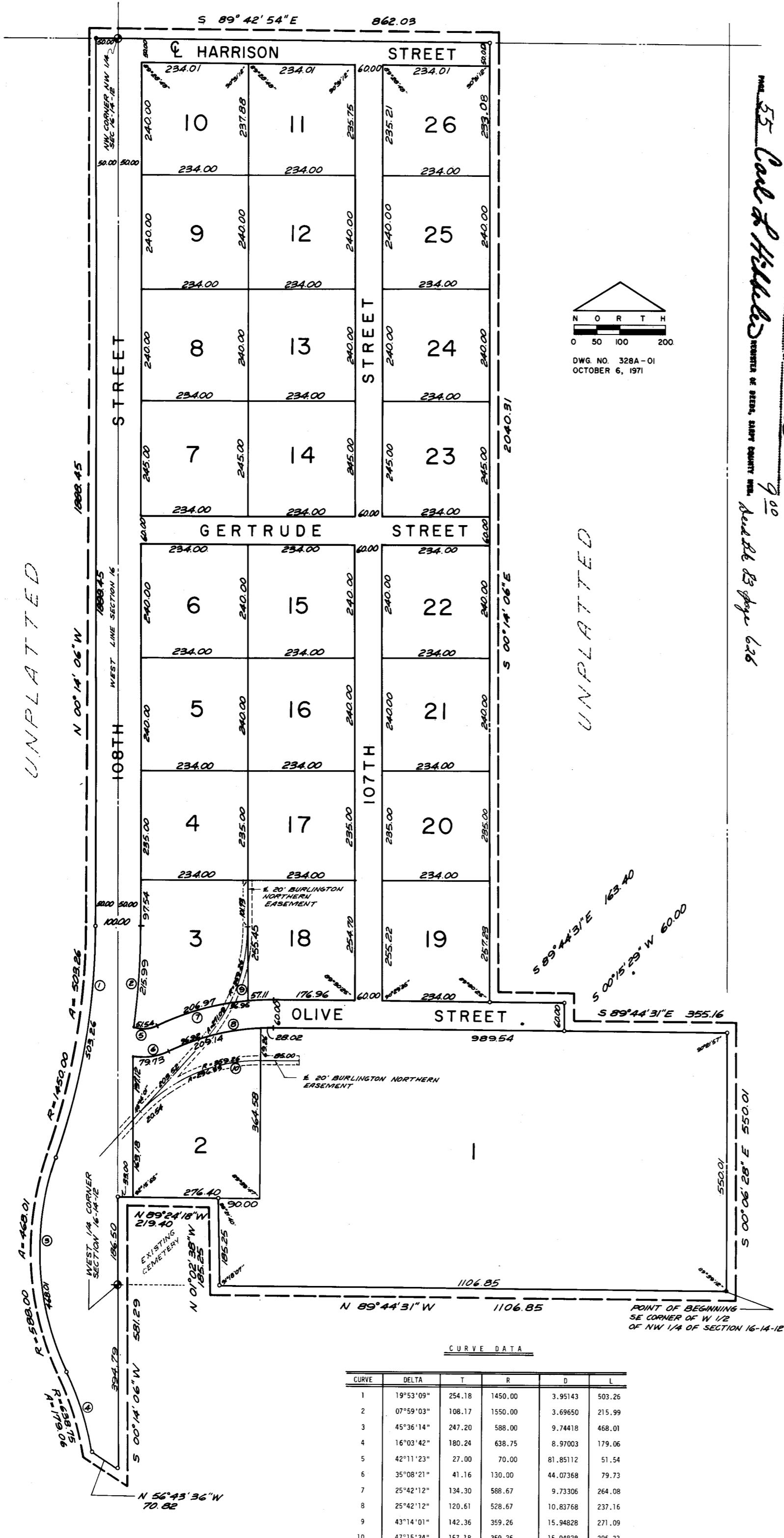
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**SURVEY & PROPERTY DATA**



# OAKDALE PARK

A SUBDIVISION LOCATED IN THE WEST HALF OF THE NORTHWEST ONE QUARTER OF SECTION 16, EXCEPT FOR A ONE ACRE CEMETERY SITE, THE NORTHEAST QUARTER OF SECTION 17, AND A PART OF TAX LOT 142 AND 143, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



012015

GG

ADMINISTRATIVE PLAT  
ROTELLA'S FIRST ADDITION

LOT 1  
BEING A REPLAT OF LOTS 7, 8, 13, 14 AND 27 OF  
OAKDALE PARK, AND  
ALL OF VACATED 107TH STREET  
SARPY COUNTY, NEBRASKA

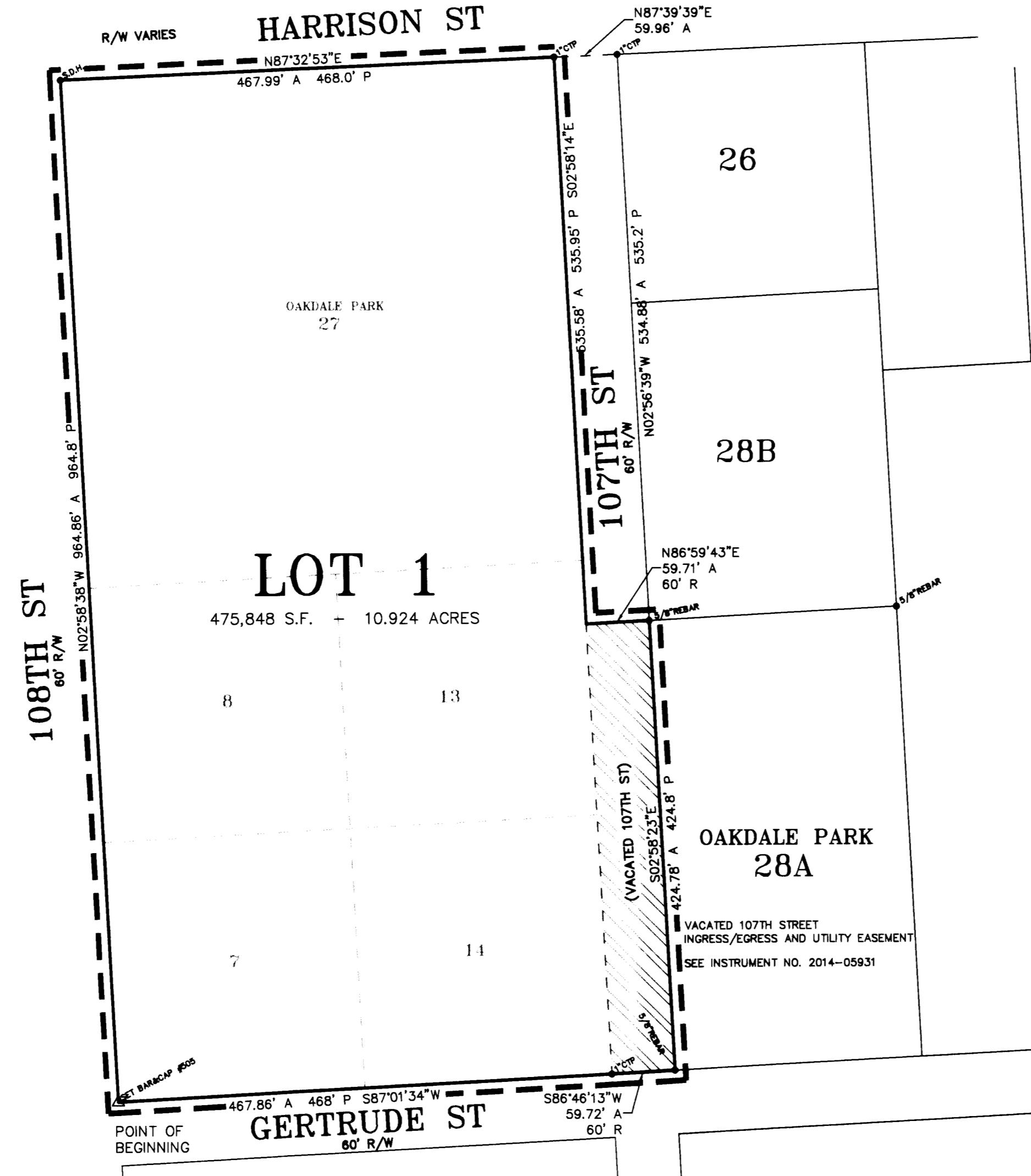
COUNTER P C.E. *D*  
VERIFY P C.E. *D*  
PROOF P C.E. *D*  
FEES \$ 28.00  
CHECK# 135713  
CHG CASH  
REFUND CREDIT  
SHORT NCR

100 0 100 200 300 FEET

↑  
NORTH  
SCALE 1" = 100'

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER  
2014-22105  
10/02/2014 4:28:17 PM  
*Pamela A. Bueche*  
REGISTER OF DEEDS  
REVISIONS





## APPROVAL OF CITY OF LA VISTA

THIS ADMINISTRATIVE PLAT WAS APPROVED BY THE CITY OF LA VISTA THE 1st DAY OF October 2014  
*Pamela A. Bueche*  
CITY CLERK  
CITY OF LA VISTA  
CORPORATE SEAL  
INCORPORATED  
FEB 23, 1880  
CITY PLANNER  
*Mark Johnson*



## OWNERS CERTIFICATION

WE THE UNDERSIGNED  
ROTELLA'S ITALIAN BAKERY, INC., A NEBRASKA CORPORATION

OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS ROTELLA'S FIRST ADDITION, AN ADDITION TO THE CITY OF LA VISTA, NEBRASKA.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED.

THIS REPLAT IS SUBJECT TO EASEMENTS OF RECORD.

ROTELLA'S ITALIAN BAKERY, INC.

BY: *John Rotella*  
(PRINTED NAME OF INDIVIDUAL) *John Rotella*  
(SIGNATURE)  
TITLE: *President, Rotella's Italian Bakery*  
DATE: *Sept 1st, 2014*

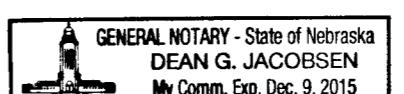
## ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THE 30<sup>th</sup> DAY OF *September* 2014 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED *John Rotella*, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID ROTELLA'S ITALIAN BAKERY, INC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

*John Rotella*  
NOTARY PUBLIC



## REVIEW OF SARPY COUNTY PUBLIC WORKS

THIS PLAT OF ROTELLA'S FIRST ADDITION WAS REVIEWED BY THE OFFICE OF SARPY COUNTY SURVEYOR ON  
THIS 30<sup>th</sup> DAY OF *Sept* 2014

*Michael R. Sharp*  
SARPY COUNTY SURVEYOR



## COUNTY TREASURER'S CERTIFICATIONS

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

*Rich James*  
COUNTY TREASURER *Sue Johnson*  
10-2-14



TAXES ASSESSED AND LEVIED FOR THE  
CURRENT MILAGE YEAR, OR DUE NOR  
PAID. TREASURER'S CERTIFICATION  
IS ONLY VALID UNTIL DECEMBER 31<sup>st</sup>  
OF THIS YEAR.

## SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS ROTELLA'S FIRST ADDITION BEING A REPLAT OF LOTS 7, 8, 13, 14 AND 27, OAKDALE PARK AND A PORTION OF VACATED 107TH STREET, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF 108TH STREET (60' R/W IN 4/2014) AND THE NORTH RIGHT-OF-WAY LINE OF GERTRUDE STREET (60' R/W IN 4/2014), ALSO KNOWN AS THE SOUTHWEST CORNER OF LOT 7, OAKDALE PARK; THENCE NORTH 0258'38" WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF 108TH STREET, A DISTANCE OF 964.86 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET (R/W VARIES); THENCE NORTH 0732'53" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 467.99 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF 107TH STREET (60' R/W IN 4/2014); THENCE SOUTH 0258'14" EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF 107TH STREET, A DISTANCE OF 535.58 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY PROJECTION OF THE NORTH LINE OF LOT 28A, OAKDALE PARK; THENCE NORTH 86'59"43" EAST ALONG SAID PROJECTION LINE, A DISTANCE OF 59.72 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID 107TH STREET; THENCE SOUTH 0258'23" EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF A VACATED PORTION OF 107TH STREET, A DISTANCE OF 424.78 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID GERTRUDE STREET; THENCE SOUTH 86'46"13" WEST, A DISTANCE OF 59.72 FEET TO THE POINT OF INTERSECTION OF THE AFORESAID NORTH RIGHT-OF-WAY LINE OF GERTRUDE STREET AND THE WEST RIGHT-OF-WAY LINE OF A VACATED PORTION OF 107TH STREET; THENCE SOUTH 0258'14" WEST ALONG THE AFORESAID NORTH RIGHT-OF-WAY LINE OF GERTRUDE STREET, A DISTANCE OF 467.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.924 ACRES, MORE OR LESS.

*Larry A. Van Fleet*  
LARRY A. VAN FLEET - R.L.S. 505

7-29-2014

## ROTELLA'S FIRST ADDITION

ADMINISTRATIVE PLAT  
LA VISTA, NEBRASKA

ADMINISTRATIVE PLAT  
LA VISTA, NEBRASKA

DATE: 6/18/2014  
DESIGNED BY:  
DRAWN BY:  
CHECKED BY:  
CREW:



SHEET NO.  
1 OF 1

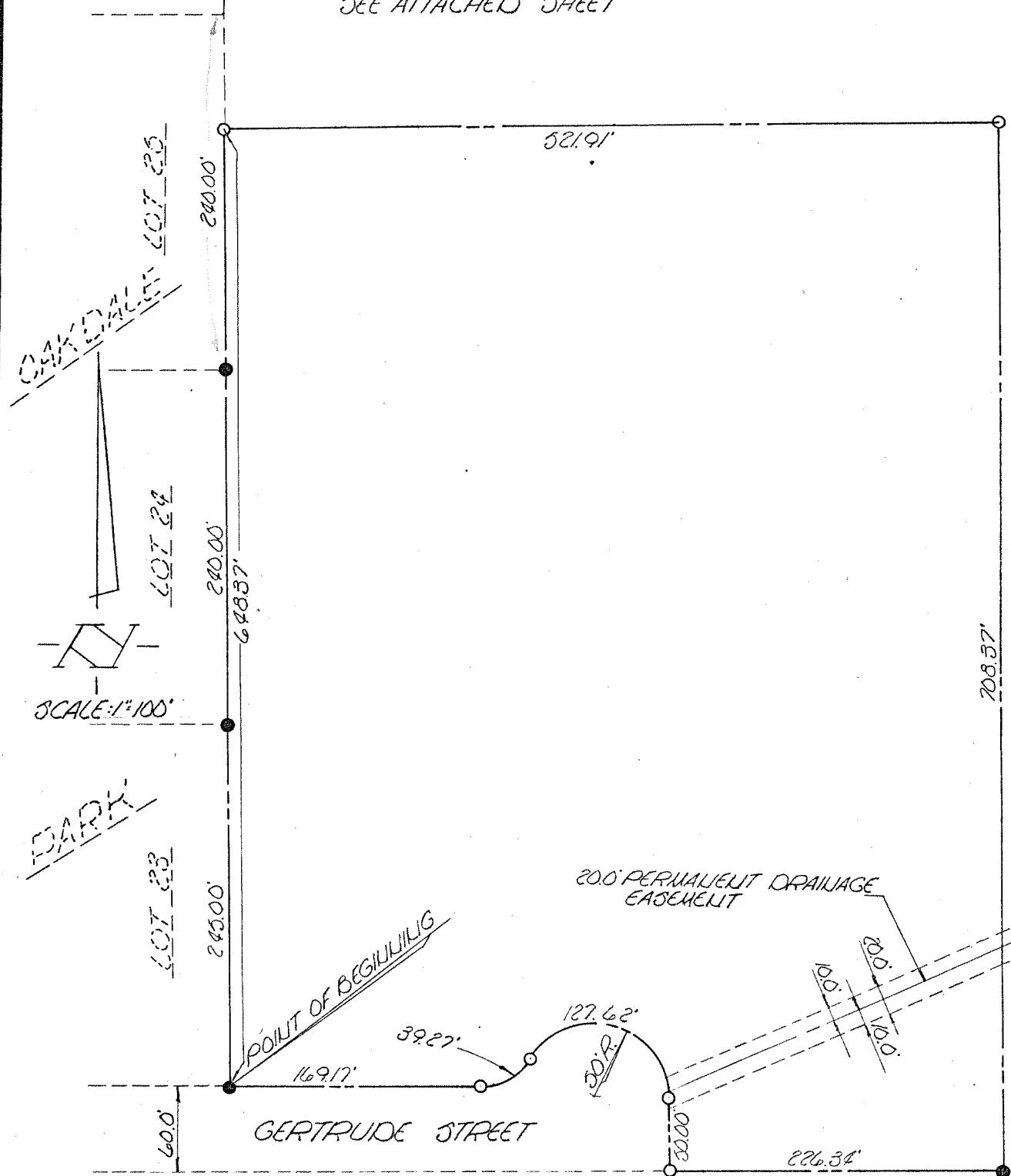
WW416-14-12

FILED IN THE OFFICE OF THE SARPY COUNTY SURVEYOR PAPILLION, NEBRASKA  
BUILDING INSPECTOR  
ASSESSOR

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED REGISTERED LAND SURVEYOR HAVE SURVEYED THE LOT OR TRACT OF LAND HEREINAFTER SET FORTH AND HAVE PLACED PERMANENT MARKERS AT EACH CORNER AS REQUIRED BY SECTIONS 81-8108 TO 81-8127 OF THE STATUTES OF NEBRASKA.

LEGAL DESCRIPTION OF LOT OR TRACT OF LAND:

SEE ATTACHED SHEET



LEGEND:

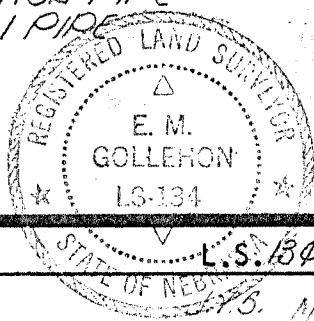
- FOUND IRON PIPE
- SET IRON PIPE

GOLLEHON, SCHEMMER & ASSOCIATES, INC.  
ARCHITECTS-ENGINEERS-PLANNERS  
12100 West Center Road, Suite 520  
Omaha, Nebraska 68144

DATE NOVEMBER 8, 1973  
SCALE 1"=100'  
DRAWN BY R.D.P.

SURVEYOR

JOB NO. 13496B



L.S. 134

LEGAL DESCRIPTION

NOVEMBER 7, 1973

JOB NO. 13496B

A 8.00 ACRE TRACT LOCATED IN A PART OF THE WEST HALF OF THE NORTHWEST ONE QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 23, OAKDALE PARK A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA; THENCE NORTH  $00^{\circ}14'06''$  WEST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID OAKDALE PARK A DISTANCE OF 648.37 FEET; THENCE NORTH  $89^{\circ}45'54''$  EAST A DISTANCE OF 521.91 FEET; THENCE SOUTH  $00^{\circ}06'28''$  EAST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16 A DISTANCE OF 708.37 FEET; THENCE SOUTH  $89^{\circ}45'54''$  WEST A DISTANCE OF 226.34 FEET; THENCE NORTH  $00^{\circ}14'06''$  WEST A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE; THENCE NORtherly AND WESTERLY ALONG A 50.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 127.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG A 40.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH  $89^{\circ}45'54''$  WEST A DISTANCE OF 169.17 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 8.000 AC.

Filed in the office of SARPY COUNTY SURVEYOR ————— Papillion, Nebraska

LEGAL DESCRIPTION

Lot 28A, Oakdale Park, a subdivision located in the NW 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the North right-of-way line of Gertrude Street and the East right-of-way line of 107th Street, said point also being the Southwest corner of said Lot 28A, Oakdale Park; thence N00°00'03"W (assumed bearing) along the West line of said Lot 28A, Oakdale Park, said line also being said East right-of-way line of 107th Street, a distance of 424.78 feet to the Northwest corner of said Lot 28A, Oakdale Park, said point also being the Southwest corner of Lot 28B, said Oakdale Park; thence N89°56'25"E along the North line of said Lot 28A, Oakdale Park, said line also being the South line of said Lot 28B, Oakdale Park, a distance of 234.35 feet to the Northeast corner of said Lot 28A, Oakdale Park, said point also being the Southeast corner of said Lot 28B, Oakdale Park, said point also being on the West line of Tax Lot 8A2, a tax lot located in said NW 1/4 of Section 16; thence S00°01'53"W along the East line of said Lot 28A, Oakdale Park, said line also being the West line of said Tax Lot 8A2, a distance of 425.12 feet to a point on said North right-of-way line of Gertrude Street, said point also being the Southeast corner of said Lot 28A, Oakdale Park; said point also being the Southwest corner of said Tax Lot 8A2; thence N89°58'32"W along the South line of said Lot 28A, Oakdale Park, said line also being said North right-of-way line of Gertrude Street, a distance of 234.15 feet to the point of beginning.

Said tract of land contains an area of 99,553 square feet or 2.285 acres, more or less.

HARRISON STREET

SCALE 1"= 100'

LEGEND:

- P PLAT DISTANCE
- A ACTUAL DISTANCE
- 5/8" REBAR SET
- PINS FOUND



LOT 14

POINT OF BEGINNING  
107TH STREET  
N00°00'03"W 424.78'A 60.00'P  
60.00'P & A

1019.72'A 1020.21'P  
299.85'A 300.00'P

425.00'P  
N89°58'32"W 234.15'A 234.00'P  
60.00'P & A

GERTRUDE STREET

22

169.30'A  
169.17'P  
60.00'P & A  
OPEN

425.00'P  
S00°01'53"W  
169.30'A  
169.17'P  
60.00'P & A  
OPEN

DATE: 3-19-98

SCALE: 1"=100'

DRAWN BY: MMH

REGISTERED LAND SURVEYOR

419  
L.S. NO.

E & A CONSULTING GROUP  
12001 "Q" STREET, SUITE A  
OMAHA, NEBRASKA 68137  
PHONE (402) 895-4700

BOOK #1533

JOB #98027





## ROTELLA'S ITALIAN BAKERY

PLANNED URBAN DEVELOPMENT  
APRIL 16, 2018

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**TITLE SEARCH DATA**



## **TITLE CERTIFICATE**

FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES

NCS-615014-OMHA

This certificate guarantees that First American Title Insurance Company has carefully examined the records of Sarpy County, Nebraska, and have set out, as displayed below, all filings of instruments, judgments and real estate tax information of record that may have a bearing on the legal ownership and encumbrance of the property in question, which property is described as follows:

**Parcel 1:**

**Lots 7, 8, 13, 14 and 27, Oakdale Park, an Addition to the City of La Vista, Sarpy County, Nebraska.**

**Parcel 2:**

**A tract of land located in a part of the West Half of the Northwest Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows:**

**Beginning at the Southeast corner of Lot 28A, Oakdale Park, a platted and recorded subdivision in Sarpy County, Nebraska; thence North 00°14'16" West (assumed bearing) along the East line of said Oakdale Park, a distance of 648.37 feet; thence North 89°45'54" East, a distance of 521.91 feet; thence South 00°06'28" East along the East line of the West Half of the Northwest Quarter of said Section 16 a distance of 708.37 feet; thence South 89°45'54" West a distance of 226.34 feet; thence North 00°14'06" West a distance of 50.00 feet to a point of curvature; thence Northerly and Westerly along a 50.00 foot radius curve to the left an arc distance of 127.62 feet to a point of reverse curvature; thence Westerly along a 40.00 foot radius curve to the right a distance of 39.27 feet to a point of tangency; thence South 89°45'54" West a distance of 169.17 feet to the point of beginning;**

**EXCEPT that part granted to Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, by Warranty Deed filed April 12, 2005 as Instrument No. 2005-11451.**

**Parcel 3:**

**Lot 28A, Oakdale Park, an Addition to the City of La Vista, Sarpy County, Nebraska.**

**THE LAST DEED OF RECORD SHOWS TITLE IN:**

Rotella's Italian Bakery, Inc., a Nebraska corporation

**SUBJECT TO THE FOLLOWING:**

1. No search made for taxes or special assessments.
2. No judgment search made on apparent owner.
3. Easements as set forth on the Plat and contained in the Dedication of Lot 27 Oakdale Park filed September 8, 1978, in Book 7 at Page 55, Plat Records, Sarpy County, Nebraska.
4. Easements as set forth on the Plat and contained in the Dedication of Oakdale Park, Lots 1-26, filed October 29, 1971, in Book 5, at Page 55, Plat Records, Sarpy County, Nebraska.
5. Terms and provisions of Easement filed October 1, 1986 in Book 59 at Page 3066, Miscellaneous Records, Sarpy County, Nebraska.

6. Terms and provisions of limitations of access, as contained in Warranty Deed, filed October 1, 1986, in Book 161 at Page 2821, Records, Sarpy County, Nebraska.
7. Terms and provisions of right of Way Easement granted to Omaha Public Power District, filed December 13, 1988, as Instrument No. 88-17853, Official Records, Sarpy County, Nebraska.
8. Terms and provisions of right of Way Easement granted to Omaha Public Power District, filed July 26, 1988, as Instrument No. 88-10291, Official Records, Sarpy County, Nebraska.
9. Terms and provisions of Annexation into the City of La Vista, filed February 2, 2010, as Instrument No. 2010-02853, Official Records, Sarpy County, Nebraska.
10. Statement regarding Sanitary and Improvement District No. 59 of said county, filed August 12, 1976, in Book 49 at Page 496 of the Miscellaneous Records of Sarpy County.

NOTE: This land lies within the Boundaries of Sanitary and Improvement District No. 59. Please contact the Clerk of the Sanitary and Improvement District as Special Assessments may be assessed, but not certified to in the Office of the Treasurer of said county.
11. Terms and provisions of restrictions contained in Limited Warranty Deed filed August 7, 2001 as Instrument No. 2001-24843, Records, Sarpy County, Nebraska.
12. Terms and provisions of Easement filed January 7, 1974 in Book 47 at Page 10, Miscellaneous Records, Sarpy County, Nebraska.
13. Terms and provisions of Easement granted to Omaha Public Power District and Northwestern Bell Telephone Company, filed December 31, 1974 in Book 47 at Page 745, Miscellaneous Records, Sarpy County, Nebraska.
14. Terms and provisions of Right of Way Easement granted to Omaha Public Power District, filed February 24, 1992 as Instrument No. 92-03041, Records, Sarpy County, Nebraska.
15. Easements as set forth on the Plat and contained in the Dedication of Oakdale Park filed January 30, 1979 in Book 7 at Page 74, Plat Records, Sarpy County, Nebraska.
16. Terms and provisions of Protective Covenants filed November 4, 1971 in Book 44 at Page 533, Miscellaneous Records, Sarpy County, Nebraska.

Amended Protective Covenants filed December 18, 1973 in Book 46 at Page 761, Miscellaneous Records, Sarpy County, Nebraska.

Second Amended Protective Covenants filed November 17, 1977 in Book 50 at Page 904, Miscellaneous Records, Sarpy County, Nebraska.

Assignment of Second Amended Protective Covenants filed June 23, 1993 as Instrument No. 93-14185, Official Records, Sarpy County, Nebraska.
17. Terms and provisions of Easement granted to Omaha Public Power District and the Northwestern Bell Telephone Company, filed April 23, 1974 in Book 47 at Page 207, Miscellaneous Records, Sarpy County, Nebraska.

18. Terms and provisions of Right of Way Easement granted to Omaha Public Power District and the Northwestern Bell Telephone Company, filed February 16, 1978 in Book 51 at Page 99, Miscellaneous Records, Sarpy County, Nebraska.
19. Terms and provisions of Right of Way Easement granted to Omaha Public Power District and the Northwestern Bell Telephone Company, filed April 18, 1979 in Book 52 at Page 223, Miscellaneous Records, Sarpy County, Nebraska.
20. Terms and provisions of Contract for Deed by and between Visioncorp, Inc., an Arizona corporation, Seller, and 107 L.L.C., a Nebraska limited liability company, Purchaser, dated January 1, 2003, filed October 1, 2003 as Instrument No. 2003-56116, Records, Sarpy County, Nebraska.  
  
Subordination Agreement by and between The Union Central Life Insurance Company and Security Life of Denver Insurance Company, Ohio and Colorado corporation respectively, Senior Lender, and Visioncorp, Inc., an Arizona corporation, Subordinated Lender, dated August 28, 2003, filed September 11, 2003 as Instrument No. 2003-51801, Records, Sarpy County, Nebraska.
21. Acknowledgment of Power of Sale, filed January 26, 1989, as Instrument No. 89-00939, Official Records, Sarpy County, Nebraska.
22. Deed of Trust, executed by Rotella's Italian Bakery, Inc., a Nebraska corporation, Trustor, to Norwest Bank Nebraska, N.A., as Trustee and Beneficiary, dated January 25, 1989, filed January 26, 1989, as Instrument No. 89-00940, Official Records, Sarpy County, Nebraska, securing credit in the principal amounts of \$2,700,000.00, \$3,000,000.00, and \$250,000.00.  
  
First Amendment to Deed of Trust, filed October 31, 1999, as Instrument No. 99-22249, Official Records, Sarpy County, Nebraska.  
  
Second Amendment to Deed of Trust, filed December 6, 1999, as Instrument No. 99-36440, Official Records, Sarpy County, Nebraska.  
  
Second Amendment to Deed of Trust, filed December 8, 1999, as Instrument No. 99-36750, Official Records, Sarpy County, Nebraska.  
  
Third Amendment to Deed of Trust, filed August 12, 2012, as Instrument No. 2012-30804, Official Records, Sarpy County, Nebraska.
23. Assignment of Leases and Rents, executed by Rotella's Italian Bakery, Inc., a Nebraska corporation, Assignor, to Norwest Bank Nebraska, N.A., Lender, dated January 25, 1989, filed January 26, 1989, as Instrument No. 89-00941, Official Records, Sarpy County, Nebraska.
24. Uniform Commercial Code Financing Statement recorded October 28, 2005 in the Office of the Sarpy County Register of Deeds as Instrument No. 2005-40018, wherein N E Q, L.L.C. is debtor and TierOne Bank is secured party.  
  
Continuation filed October 21, 2010, as Instrument No. 2010-29285, Official Records, Sarpy County, Nebraska.

THIS REPORT IS NOT A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE RELIED UPON BY ANY OTHER PERSON. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION IN THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT, WHETHER SUCH ERROR OR OMISSION RESULTS FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE. ALL OTHER LIABILITY FOR LOSS OR DAMAGE IS EXPRESSLY DISCLAIMED. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

This certificate, while not a guaranty of title or a certification of the legality of any of the recorded instruments that might affect the title, is backed by United Fire-Casualty Company Abstractor Liability policy in the amount of \$1,000,000.00 (A copy of this policy is available upon request.)

Witness our hand this 10th day of July, 2013 at 8:00 A.M.

FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL  
COMMERCIAL SERVICES

BY   
Registered Abstracter



## ROTELLA'S ITALIAN BAKERY

PLANNED URBAN DEVELOPMENT  
ADDED JUNE 16, 2018

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PROPERTY SEARCH DATA





**First American Title™**

NATIONAL COMMERCIAL SERVICES

## 300 FOOT SEARCH

### Rotella's Sarpy County, Nebraska

Record owners of real estate located within 300 feet of Lt 1, Rotella's First Addition; and Lts 4, 5, 6, 8A2, 15,16,17 and 28A, Oakdale Park, Sarpy County, Nebraska.

**FIRST AMERICAN TITLE INSURANCE COMPANY** hereby certifies that the following volume of names, addresses and legal descriptions are true and correct as the same appear of recorded in the office of the Register of Deeds of Sarpy County, Nebraska having been carefully examined, and that the attached volume of names are the apparent Owners, of record, of the real property lying within 300 feet of Subject Property.

THE FOLLOWING VOLUME CONSISTS OF LISTS OF THE FOLLOWING PARCELS:

3 Parcels in Sec 16-14-12  
8 Parcels in Oakdale Park  
2 Parcels in Brook Valley Business Park Replat 1  
9 Parcels in Brook Valley Business Park  
2 Parcels in Brook Valley Business Park Replat 2  
38 Parcels in Cimarron Woods

Dated this 15<sup>th</sup> Day of February, 2018 AT 8:00 A.M.

THIS REPORT IS NOT A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE RELIED UPON BY ANY OTHER PERSON. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION IN THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT, WHETHER SUCH ERROR OR OMISSION RESULTS FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE. ALL OTHER LIABILITY FOR LOSS OR DAMAGE IS EXPRESSLY DISCLAIMED. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

BY:

John H. Jackson  
Registered Abstracter

NCS-892683-OMHA

John D Eastlund & Susan C Eastlund 7219 S 103 <sup>rd</sup> St La Vista, NE 68128	Jeffrey J Brown & Diane M Bessette Brown 7225 S 103 <sup>rd</sup> St La Vista, NE 68128-5909	John D Larandeau & Robyn K Larandeau 10303 Frederick Cir La Vista, NE 68128
Robert S Wernli & Molly A Wernli 10313 Frederick Cir La Vista, NE 68128	Paul A Williams & Patti J Williams 10319 Frederick Cir La Vista, NE 68128	Joseph W Bruck & Robin L Bruck 10318 Frederick Cir La Vista, NE 68128
Karen Bloemer & Alex Bloemer 10306 Frederick Cir La Vista, NE 68128	Barbara Medbery-Prchal 10305 Joseph Cir La Vista, NE 68128-2662	Todd M Hallet & Elizabeth A Hallet 10311 Joseph Cir La Vista, NE 68128
Louis A Thomas III & Heather N Thomas 10317 Joseph Cir La Vista, NE 68128	Jeffrey Fuqua & Stephanie Fuqua 10316 Joseph Cir La Vista, NE 68128	Daniel S Deyoung & Julie S Deyoung 10310 Joseph Cir La Vista, NE 68128-0000
Jamie S Towles & Susan Towles 10304 Joseph Cir La Vista, NE 68128-2662	Marc D Wolter & Lisa A Robino- Wolter 7028 S 103 <sup>rd</sup> Cir La Vista, NE 68128	Glen Mears & Kaiya Mears 7018 S 103 <sup>rd</sup> Cir La Vista, NE 68128
Patrick E Callahan & Laura A Callahan 7008 S 103 <sup>rd</sup> Cir La Vista, NE 68128	Marc Joseph Skradski & Cara K Skradski 7002 S 103 <sup>rd</sup> Cir La Vista, NE 68128	Alan G Urwin & Kristin N Urwin Trustees 7003 S 103 <sup>rd</sup> Cir La Vista, NE 68128
Simon Cunanan Delos Reyes & Lan Hoang Reyes 7009 S 103 <sup>rd</sup> Cir La Vista, NE 68128	Heather M Watts 7015 S 103 <sup>rd</sup> Cir La Vista, NE 68128	Andrew Leick & Danica Leick 7021 S 103 <sup>rd</sup> Cir La Vista, NE 68128
Michael J Circo & Tamara A Circo 7029 S 103 <sup>rd</sup> Cir La Vista, NE 68128	Adam D Studts & Amy C Studts 7035 S 103 <sup>rd</sup> Cir La Vista, NE 68128	Christopher A Vilim & Cathy S Trent- Vilim 10328 Emiline St La Vista, NE 68128
Robert W Parker & Vona M Parker 10320 Emiline St La Vista, NE 68128	Clifford G Morales & Angela G Morales 10314 Emiline St La Vista, NE 68128	John R Ponec & Tracy J Ponec 10308 Emiline St La Vista, NE 68128
James M Vanhaute & Jennifer J Vanhaute 10302 Emiline St La Vista, NE 68128	Bryan E Wagner & Abby L Wagner 10248 Emiline St La Vista, NE 68128	

The Colonial Press Inc  
 10607 Harrison St  
 Omaha, NE 68128

R L R Investments Llc  
 P O Box 8000  
 Wilmington, OH 45177-8000

Millard Real Estate  
 Services Inc  
 10602 Olive St  
 Omaha, NE 68128

United States Cold Storage Inc  
 Four Echelon Plaza  
 201 Laurel Rd Ste 400  
 Voorhees, NJ 08043

Ronald L Bowers & Jane H Bowers  
 7069 S 108<sup>th</sup> St  
 La Vista, NE 68128-0000

Nebraska Beef Ltd  
 4501 S 36<sup>th</sup> St  
 Omaha, NE 68107

Laner Llc  
 16811 Pasadena Ct  
 Omaha, NE 68130

Lake Square Realty Llc  
 9400 W 55<sup>th</sup> St  
 Merriam, KS 66203

The Colonial Press Inc  
 10607 Harrison St  
 Omaha, NE 68128-0000

Darrell D Huss & Cheryl E Huss  
 Trustees Revocable Trust  
 6230 S 106<sup>th</sup> St  
 Omaha, NE 68127

108<sup>th</sup> Street Llc  
 c/o Darland Properties  
 4115 S 133<sup>rd</sup> St  
 Omaha, NE 68137

Olive Street Llc  
 10808 Olive St  
 La Vista, NE 68128

Donna L McKean  
 Trustee Revocable Trust  
 10811 Harrison St  
 La Vista, NE 68128

Dillon Real Estate Co  
 c/o The Kroger Co  
 1014 Vine St Prop Tax-7<sup>th</sup> Fl  
 Cincinnati, OH 45202

Brook Valley 14 Building, Llc  
 4430 S 108<sup>th</sup> St  
 Omaha, NE 68137-0000

Hedden Enterprises Lc  
 5648 Glen Oaks Pt  
 West Des Moines, IA 50266

Brook View Llc  
 c/o Brad Brown  
 6995 S 109<sup>th</sup> St  
 La Vista, NE 68128

Lsref4 Bison Llc  
 888 Seventh Ave 11<sup>th</sup> Floor  
 New York, NY 10019

Brook Valley 25 Building, L.I.c.  
 c/o Pacific Realty  
 1905 Harney St Ste 400  
 Omaha, NE 68102-0000

Beldar Properties Llc  
 c/o Steve A Cohn  
 843 S 96<sup>th</sup> St  
 Omaha, NE 68114-4919

Redz Llc  
 2800 S 110<sup>th</sup> Ct #1  
 Omaha, NE 68144

Adam Investments Llc  
 7883 Hidden Valley Dr  
 Papillion, NE 68046

Ddw Llc  
 18520 Van Camp Dr  
 Omaha, NE 68130

Sid 237  
 11440 W Center Rd  
 Omaha, NE 68144

Jeffrey A Sims & Patti S Sims  
 7115 S 103<sup>rd</sup> St  
 La Vista, NE 68128

Yogesh M Panchal & Devila Y Panchal  
 7121 S 103<sup>rd</sup> St  
 La Vista, NE 68128-5806

Joseph M Waszak Sr & Carol A  
 Waszak  
 7127 S 103<sup>rd</sup> St  
 La Vista, NE 68128

Mark S Balus & Ann Balus  
 7133 S 103<sup>rd</sup> St  
 La Vista, NE 68128

Matthew J Ferro & Diane M Stewart-Ferro  
 7207 S 103<sup>rd</sup> St  
 La Vista, NE 68128

Robert A Povondra & Dorothy A  
 Povondra  
 Trustees  
 7213 S 103<sup>rd</sup> St  
 La Vista, NE 68128





## ROTELLA'S ITALIAN BAKERY

PLANNED URBAN DEVELOPMENT  
ADDED JUNE 16, 2018

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FAA COORDINATION





Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2017-ACE-6559-OE

Issued Date: 07/19/2018

John Rotella  
Rotella's Italian Bakery  
6949 S. 108th Street  
LaVista, NE 68128

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Building future storage facility  
Location: LaVista, NE  
Latitude: 41-11-14.70N NAD 83  
Longitude: 96-04-48.70W  
Heights: 1140 feet site elevation (SE)  
115 feet above ground level (AGL)  
1255 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

At least 10 days prior to start of construction (7460-2, Part 1)  
 Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

This determination expires on 01/19/2020 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (816) 329-2508, or [vee.stewart@faa.gov](mailto:vee.stewart@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ACE-6559-OE.

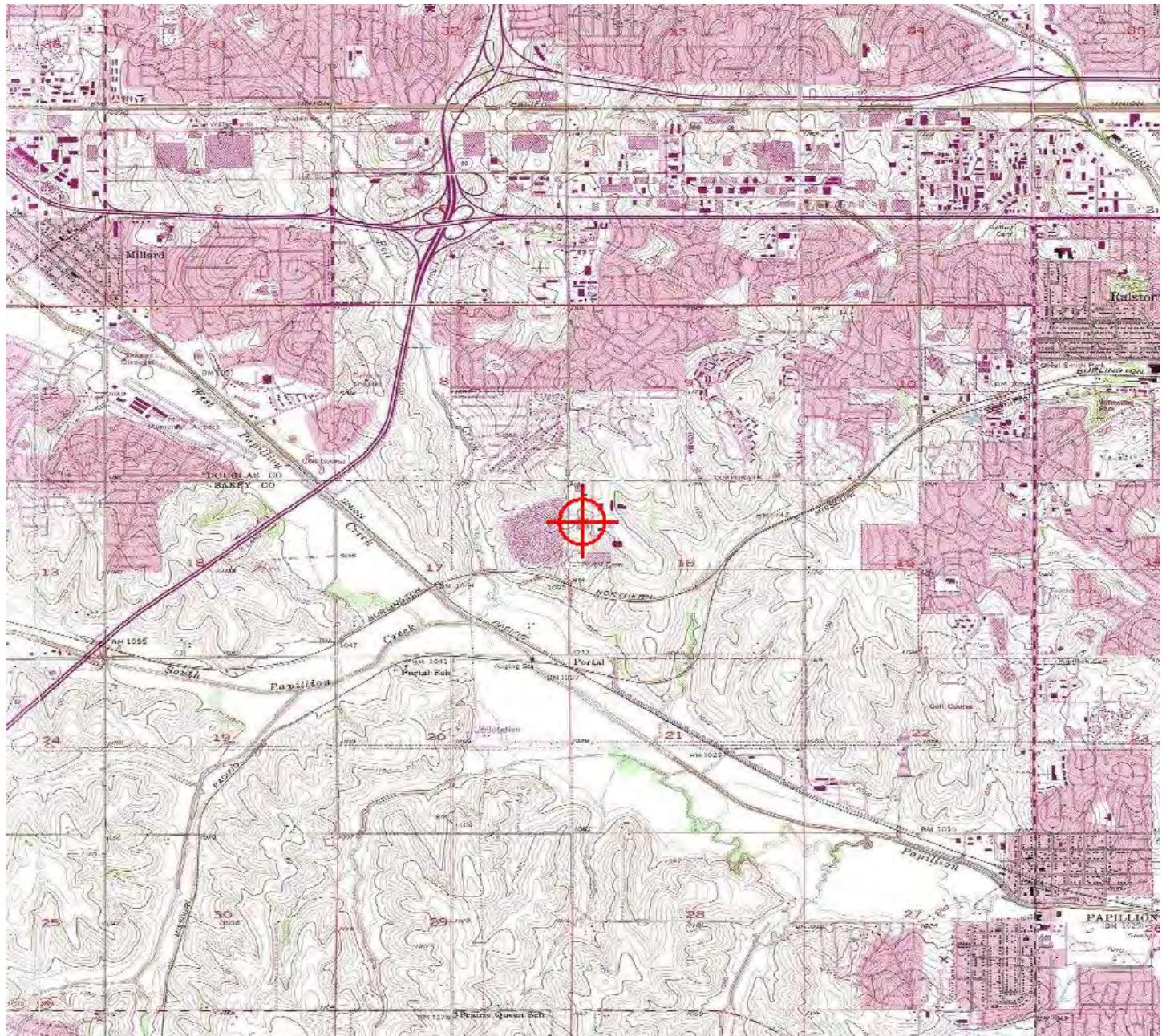
**Signature Control No: 347979771-370601614**

( DNE )

Vee Stewart  
Specialist

Attachment(s)  
Map(s)

# TOPO Map for ASN 2017-ACE-6559-OE



Sectional Map for ASN 2017-ACE-6559-OE



The following building materials that have been used in the past and may be incorporated in the future:

Insulated Metal Wall Panels.  
Textured Precast wall panels.  
Pre-finished metal trims and copings.  
Aluminum storefront system with tinted glazing.  
Standard and Decorative Masonry  
EIFS



## ROTELLA'S ITALIAN BAKERY

PLANNED URBAN DEVELOPMENT  
APRIL 16, 2018

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**BUILDING MATERIALS DATA**

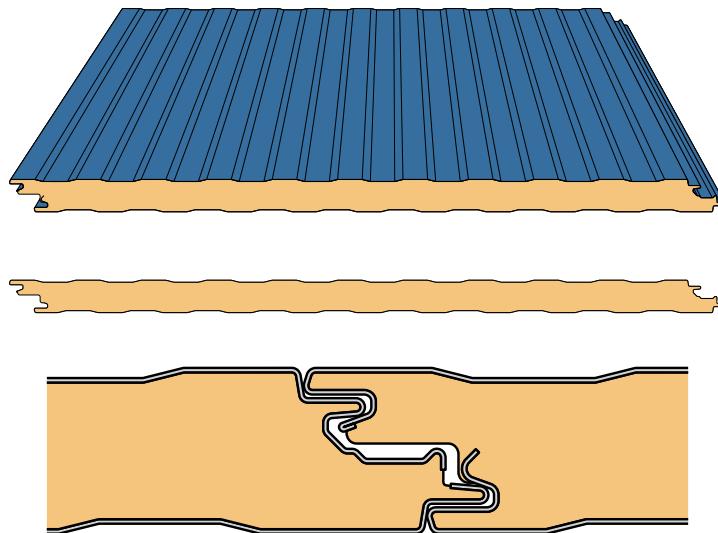


# CF MESA & LIGHT MESA INSULATED METAL WALL PANEL

METL-SPAN® INSULATED METAL PANELS



The Metl-Span CF Mesa and Light Mesa insulated metal wall panels are well suited for exterior and interior partition wall applications. The lightly corrugated profile on both faces of the panels ensures symmetry from outside of the building to inside, and from room to room in partition installations. The CF Mesa and Light Mesa wall panels may be used for exterior wall applications, but they are not recommended for use on exterior walls of low temperature buildings.



## CF MESA & LIGHT MESA INSULATED METAL WALL PANEL FEATURES

**Exterior Profile:** Mesa nominal 1/8" deep;  
Light Mesa nominal 1/16" deep

**Interior Profile:** Mesa nominal 1/8" deep;  
Light Mesa nominal 1/16" deep, *Light Mesa not available for 5- or 6-inch thick panels*

**Panel Core:** Foamed-in-place, zero ozone depleting (zero ODP) polyurethane, FM Class 1 approval

**Thermal Values:** K-factor, Btu in/ft<sup>2</sup> hr. °F @ 75°F (24°C) mean core temperature = 0.140. K-factor, Btu in/ft<sup>2</sup> hr. °F @ 40°F (4°C) mean core temperature = 0.126.

**Module Widths:** 36", 42"

**Panel Thickness:** 2", 2 1/2", 3", 4", 5", 6"

CF Light Mesa: 2", 2 1/2", 3", 4"  
(2 3/4" thickness also available from Nevada plant)

**Panel Lengths:** 8'-0" to 53'-0"

**Exterior Facings:** Stucco embossed, G-90 galvanized and/or AZ-50 aluminum-zinc coated steel in 26 Ga., 24 Ga. and 22 Ga.

**Interior Facings:** Stucco embossed, G-90 galvanized and/or AZ-50 aluminum-zinc coated steel in 26 Ga., 24 Ga., and 22 Ga.

**Panel Joint:** Offset double tongue and groove with extended metal shelf for positive face fastening

**Fastening:** Fastener and Clip concealed in the side joint

FM Approved Class 1 with no height restrictions.

## FINISHES & COLORS

A full range of exterior colors & coatings are available for the cold storage market. For specific information about our available colors and coatings, visit us online for a comprehensive selection.

**METL-SPAN:** Pioneering Insulated Metal Panel Technology

1720 Lakepointe Drive, Suite #101, Lewisville, Texas 75057 • 877.585.9969 • FAX: 972.420.9382

[metlspan.com](http://metlspan.com) • Visit our website or call us today for a free cold storage catalog and CAD Flash drive.



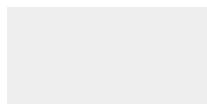
# COLORS & COATINGS

## Commercial & Industrial Market Insulated Metal Panels

All Metl-Span colors are formulated to provide premium energy efficient solar reflectivity.

### STANDARD I EXTERIOR COLORS

*Full-Strength 70% PVDF Fluoropolymer Coating*



**POLAR WHITE**  
E: 0.87 SRI: 85



**SANDSTONE**  
E: 0.87 SRI: 60



**ALMOND**  
E: 0.87 SRI: 66



**BROWNSTONE**  
E: 0.87 SRI: 48



**REGAL GRAY**  
E: 0.87 SRI: 53

### PREMIUM I EXTERIOR COLORS

*Full-Strength 70% PVDF Fluoropolymer Coating*



**HARBOR BLUE\***  
E: 0.86 SRI: 27



**PACIFIC BLUE**  
E: 0.86 SRI: 25



**AEGEAN BLUE**  
E: 0.86 SRI: 26



**TAHOE BLUE**  
E: 0.86 SRI: 27



**REGAL BLUE**  
E: 0.86 SRI: 25



**SPRUCE**  
E: 0.87 SRI: 35



**NATURAL PATINA**  
E: 0.87 SRI: 41



**HEMLOCK GREEN**  
E: 0.86 SRI: 27



**CLASSIC GREEN**  
E: 0.86 SRI: 24



**HUNTER GREEN**  
E: 0.87 SRI: 27



**LEAF GREEN**  
E: 0.87 SRI: 27



**MEDIUM BRONZE**  
E: 0.87 SRI: 31



**SLATE GRAY**  
E: 0.87 SRI: 35



**TUNDRA**  
E: 0.87 SRI: 45



**SMOKE GRAY**  
E: 0.87 SRI: 48



**WEATHERED  
COPPER**  
E: 0.87 SRI: 32



**PEWTER**  
E: 0.87 SRI: 36



**ZINC GRAY**  
E: 0.87 SRI: 31



**TERRACOTTA**  
E: 0.87 SRI: 32



**COLONIAL RED**  
E: 0.86 SRI: 27

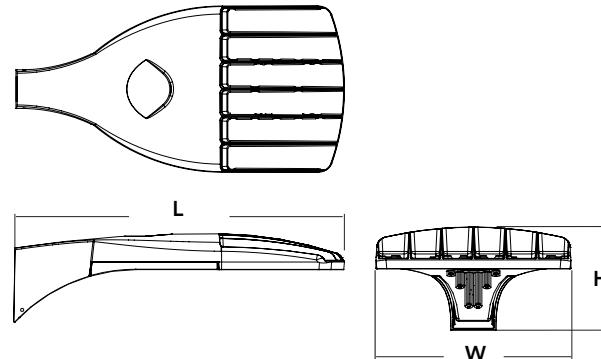


# D-Series Size 0 LED Area Luminaire



## Specifications

EPA:	0.95 ft <sup>2</sup> (.09 m <sup>2</sup> )
Length:	26" (66.0 cm)
Width:	13" (33.0 cm)
Height:	7" (17.8 cm)
Weight (max):	16 lbs (7.25 kg)



 A+ Capable options indicated by this color background.

Catalog Number	
Notes	
Type	

Hit the Tab key or mouse over the page to see all interactive elements.

## A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL® controls marked by a shaded background. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocontrol interoperability<sup>1</sup>
- This luminaire is part of an A+ Certified solution for ROAM® or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background<sup>1</sup>

To learn more about A+, visit [www.acuitybrands.com/aplus](http://www.acuitybrands.com/aplus).

1. See ordering tree for details.
2. A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately: [Link to Roam](#); [Link to DTL DLL](#)

## Ordering Information

## EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA DDBXD

DSX0 LED						
Series	LEDs	Color temperature	Distribution	Voltage	Mounting	
DSX0 LED	<b>Forward optics</b> P1 P4 P7 P2 P5 P3 P6 <b>Rotated optics</b> P10 <sup>1</sup> P12 <sup>1</sup> P11 <sup>1</sup> P13 <sup>1</sup>	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted <sup>2</sup>	T1S Type I short T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium TSVS Type V very short	T5S Type V short T5M Type V medium T5W Type V wide BLC Backlight control <sup>2,3</sup> LCCO Left corner cutoff <sup>2,3</sup> RCCO Right corner cutoff <sup>2,3</sup> 480 <sup>5,6,7</sup>	MVOLT <sup>4,5</sup> 120 <sup>6</sup> 208 <sup>5,6</sup> 240 <sup>5,6</sup> 277 <sup>6</sup> 347 <sup>5,6,7</sup> 480 <sup>5,6,7</sup>	<b>Shipped included</b> SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor <sup>8</sup> RPUMBA Round pole universal mounting adaptor <sup>8</sup> <b>Shipped separately</b> KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) <sup>9</sup>

Control options	Other options	Finish (required)
<b>Shipped installed</b> NLTAIR2 nLight AIR generation 2 enabled <sup>10</sup> PER NEMA twist-lock receptacle only (control ordered separate) <sup>11</sup> PERS Five-wire receptacle only (control ordered separate) <sup>11,12</sup> PER7 Seven-wire receptacle only (control ordered separate) <sup>11,12</sup> DMG 0-10V dimming extend out back of housing for external control (control ordered separate) PIR Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc <sup>5,13,14</sup> PIRH Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc <sup>5,13,14</sup> PIRHN Network, Bi-Level motion/ambient sensor <sup>15</sup> PIR1FC3V Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc <sup>5,13,14</sup>	<b>Shipped installed</b> HS House-side shield <sup>20</sup> SF Single fuse (120, 277, 347V) <sup>6</sup> DF Double fuse (208, 240, 480V) <sup>6</sup> L90 Left rotated optics <sup>1</sup> R90 Right rotated optics <sup>1</sup> DDL Diffused drop lens <sup>20</sup> <b>Shipped separately</b> BS Bird spikes <sup>21</sup> EGS External glare shield <sup>21</sup>	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white



## Ordering Information

### Accessories

Ordered and shipped separately.

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) <sup>22</sup>
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) <sup>22</sup>
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) <sup>22</sup>

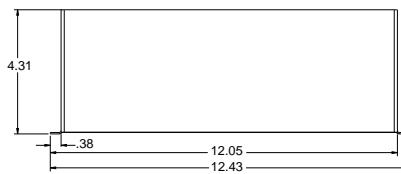
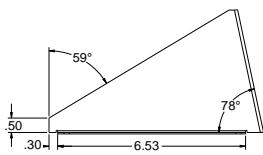
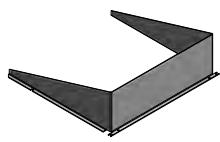
DSHORT SBK U	Shorting cap <sup>22</sup>
DSXOHS 20C U	House-side shield for 20 LED unit <sup>20</sup>
DSXOHS 30C U	House-side shield for 30 LED unit <sup>20</sup>
DSXOHS 40C U	House-side shield for 40 LED unit <sup>20</sup>
DSXODDL U	Diffused drop lens (polycarbonate) <sup>20</sup>
PUMBA DDBXD U*	Square and round pole universal mounting bracket adaptor (specify finish) <sup>23</sup>
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) <sup>8</sup>

For more control options, visit [DTL](#) and [ROAM](#) online.

### NOTES

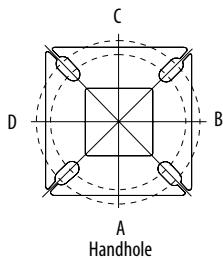
- P10, P11, P12 and P13 and rotated options (L90 or R90) only available together.
- AMBPC is not available with BLC, LCCO, RCCO, P4, P7 or P13.
- Not available with HS or DDL.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Any PIRx with BL30, BL50 or PNMT, is not available with 208V, 240V, 347V, 480V or MVOLT. It is only available in 120V or 277V specified.
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Not available in P4, P7 or P13. Not available with BL30, BL50 or PNMT options.
- Existing drilled pole only. Available as a separate combination accessory; for retrofit use only: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
- Must order fixture with SPA mounting. Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
- Must be ordered with PIRH.
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Shorting Cap included.
- Reference Motion Sensor table on page 3.
- Reference PER Table on page 3 to see functionality.
- Must be ordered with NLTAIR2. For more information on nLight Air 2 [visit this link](#).
- Requires (2) separately switched circuits.
- Not available with 347V, 480V or PNMT. For PER5 or PER7 see PER Table on page 3. Requires isolated neutral.
- Not available with 347V, 480V, BL30 and BL50. For PER5 or PER7 see PER Table on page 3. Separate Dusk to Dawn required.
- Not available with other dimming controls options.
- Not available with BLC, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
- Must be ordered with fixture for factory pre-drilling.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See PER Table on page 3.
- For retrofit use only.

## External Glare Shield



## Drilling

### HANDHOLE ORIENTATION



### Tenon Mounting Slipfitter \*\*

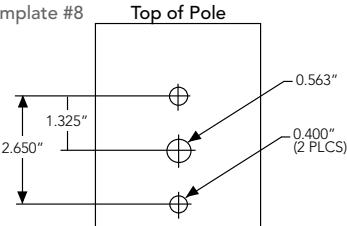
Tenon O.D.	Single Unit	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-320	AST20-390	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

### Pole drilling nomenclature: # of heads at degree from handhole (default side A)

DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS
1 @ 90°	2 @ 280°	2 @ 90°	3 @ 120°	3 @ 90°	4 @ 90°
Side B	Side B & D	Side B & C	Round pole only	Side B, C, & D	Sides A, B, C, D

Note: Review luminaire spec sheet for specific nomenclature

Template #8



Pole top or tenon O.D.	4.5" @ 90°	4" @ 90°	3.5" @ 90°	3" @ 90°	4.5" @ 120°	4" @ 120°	3.5" @ 120°	3" @ 120°
DSX SPA	Y	Y	Y	N	-	-	-	-
DSX RPA	Y	Y	N	N	Y	Y	Y	Y
DSX SPUMBA	Y	N	N	N	-	-	-	-
DSX RPUMBA	N	N	N	N	Y	Y	Y	N

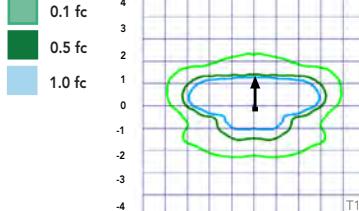
\*3 fixtures @120 require round pole top/tenon.

## Photometric Diagrams

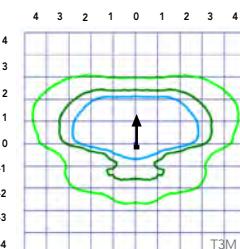
To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Area Size 0 homepage](#).

Isofootcandle plots for the DSX0 LED 40C 1000 40K. Distances are in units of mounting height (20').

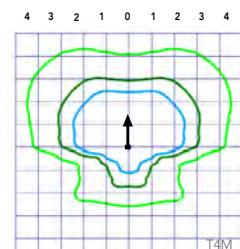
### LEGEND



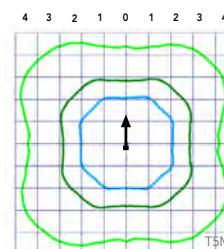
Test No. LTU23451P25 tested in accordance withIESNA LM-79-08.



Test No. LTU23456P25 tested in accordance withIESNA LM-79-08.



Test No. LTU23457P25 tested in accordance withIESNA LM-79-08.



Test No. LTU23422P25 tested in accordance withIESNA LM-79-08.



One Lithonia Way • Conyers, Georgia 30012 • Phone: 800.279.8041 • [www.lithonia.com](#)

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DSX0-LED  
Rev. 03/21/18  
Page 2 of 7

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
RIGHT OF WAY VACATION — PART OF GERTRUDE STREET WEST OF 81 <sup>ST</sup> STREET	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

An ordinance has been prepared to approve the vacation of a portion of unused public right-of-way west of 81<sup>st</sup> Street in order to sell the property to an abutting property owner. This property is proposed to be developed as a neighborhood dog park by the developer of the adjacent townhomes, Harvest Development.

**FISCAL IMPACT**

The proposal is to convey the property for \$1,000 plus City cost and expenses.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City of La Vista received a request by Harvest Development (Bret Cain) to vacate and sell a portion of the Gertrude Street right-of-way west of 81<sup>st</sup> Street. The intended purchasers are the developers of the renovated Brentwood Townhomes, which are adjacent to the south. The proposal is to vacate the unused right-of-way and convey it to the developer for the purpose of a neighborhood dog park. Mr. Cain has consulted with the other abutting property owner and has indicated they are in support of the idea. Mr. Cain also proposes to install all of the improvements associated with the dog park, including fencing and other amenities, in the amount of approximately \$10,000. Mr. Cain proposes to make the dog park available for the entire neighborhood.

The proposal is to vacate and convey this part of the unused Gertrude Street right-of-way subject to compliance with conditions including the following:

1. Reservations for public utilities; and
2. The property shall be used as a neighborhood dog park or other open space for the neighborhood.

An ordinance has been prepared to vacate that portion of the Gertrude Street right-of-way as shown on Exhibit A. A notice of the sale and the terms of the sale, Exhibit B, will be published for three consecutive weeks in the newspaper. A remonstrance can be filed against the sale of the property if at least 30% of the electors voting in the last City election sign the remonstrance. A remonstrance against the sale must be filed within 30 days after the passage and publication of the ordinance. If a remonstrance is not filed, the City will prepare a deed in which the City quitclaims its interest in the vacated right-of-way to Harvest Development III L.L.C.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE VACATING, AND RESERVING AND RETAINING TITLE IN THE CITY TO, AND DIRECTING THE SALE AND CONVEYANCE OF, A PART OF GERTRUDE STREET RIGHT-OF-WAY LOCATED IN THE NW ¼ OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

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

Section 1. It is hereby declared necessary, expedient, proper and for the public good to vacate, and for the City to reserve and retain title to (for sale and conveyance of), a part of Gertrude Street right-of-way located in the NW ¼ of Section 14, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, ("Property"); and said Property is hereby vacated and the City reserves and retains title thereto for sale and conveyance thereof as directed in Section 2 below. Such vacation shall be effective upon completion of such sale and conveyance. The effective date of the vacation shall be the date that the quitclaim deed described in Section 2 below is filed with the Sarpy County Register of Deeds.

Section 2. Upon request and payment of adequate consideration and such costs and fees incurred by the City in connection with the vacation, sale and conveyance of the Property, the City shall provide a quitclaim deed selling and conveying the Property to Harvest Development III L.L.C. ("Harvest Development"), subject to the rights, conditions and limitations set forth in this Section 2 below, and in accordance with the manner and terms of conveyance specified in Exhibit B attached hereto and incorporated herein by this reference, which rights, conditions, limitations, manner and terms are hereby deemed to be in the best interests of the City; and all of which rights, conditions, limitations, manner and terms shall constitute covenants running with the land and continue in perpetuity and be binding on Harvest Development and all successors or assigns of Harvest Development or the Property.

- a. In addition to any reserved rights provided elsewhere in this Ordinance or in any document or instrument of conveyance or under applicable law, the following rights, conditions and limitations shall be reserved in perpetuity to the City of La Vista with respect to the Property:
  - i. the right to maintain, operate, repair, replace, extend and renew sewers and other improvements now existing in, on, over, under or across the Property and in the future to construct, maintain, repair, replace, extend and renew additional or other sewers and improvements;
  - ii. the right to authorize public utilities, cable television companies and other persons, systems or services to construct, maintain, repair, replace, renew, extend and operate now or hereafter installed water mains and gas mains, poles, lines, conduits, equipment and appurtenances above, in, on, over, across or below the surface of the ground for the purpose of serving the general public or abutting property;
  - iii. the right to authorize such connections or branch lines as may be ordered, desired or permitted by the City or such other utility, person, system or service; and
  - iv. the right to enter upon the Property to accomplish the above or to enforce or exercise any other rights or requirements set forth in this Ordinance or under any applicable laws, rules, or regulations, and any related or similar purposes at any and all times.

b. Due to unique location of the Property, including without limitation, its proximity adjacent to a townhome complex, and Harvest Development's representation of a desire to acquire the Property for the sole purpose of locating, constructing, maintaining, and making the Property available as a neighborhood dog park for use of the general public, Harvest Development and the City are in agreement that the Property shall be conveyed to Harvest Development for the following purposes and subject to the following conditions:

- i. Harvest Development at its sole cost and expense shall construct, maintain and use the Property as a neighborhood dog park that is accessible and available for use of the general public without charge or cost of admission and has such improvements, operations, and rules as satisfactory to the City Administrator from time to time in her sole discretion. Any use of the Property for any other purpose shall be subject to approval of the City Council in its sole discretion.
- ii. Construction, maintenance, and use of the Property for the purposes described in subsection "i" above shall be subject to satisfaction of all applicable federal, state and local laws, rules, and regulations, including without limitation, any applicable permitting requirements;
- iii. The design, layout, fencing and any other amenities or improvements of, on, or serving the Property, and all operating and maintenance rules or requirements applicable to the Property, shall be subject to approval of the City Administrator in her sole discretion; and
- iv. All parts of the Property that have or are designed to have turf grass, and any part of the Property that at any time is not used for purposes described in this subsection "b," shall be maintained as a lawn, in a manner and condition equal to or better than existing at closing on Harvest Development's purchase of the Property, and for no other purposes.

("Permitted Purposes").

Harvest Development shall take title to the Property subject to the Permitted Purposes, and after closing on the Property, Harvest Development shall use the Property exclusively for the Permitted Purposes and for no other purposes. In addition to, and not in limitation of the foregoing, Harvest Development at all times shall maintain or contract for the maintenance of all turf grass and other areas designed to have the lawn on the Property in a healthy, clean, neat and trim manner, condition and appearance that is equal to or better than the level, manner, condition and appearance in effect upon closing on Harvest Development's purchase of the Property.

c. All or any vegetation now or hereafter upon the Property, including, but not limited to, lawns, trees, shrubs and crops, and all or any improvements and structures now or hereafter upon the Property, including, but not limited to walls, fences, paving, signs and walks, may be damaged or removed by or as authorized by the City as necessary or appropriate in the exercise of the rights herein reserved without any requirement of restoration or compensation to any person.

Such conveyance shall be executed by the Mayor and City Clerk, who are hereby authorized to take such action.

Section 3. The City Clerk is hereby authorized and directed to publish notice of the sale of the Property specified in Exhibit A and the terms of such sale in accordance with the requirements of Section 16-202 of the Revised Statutes of Nebraska.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

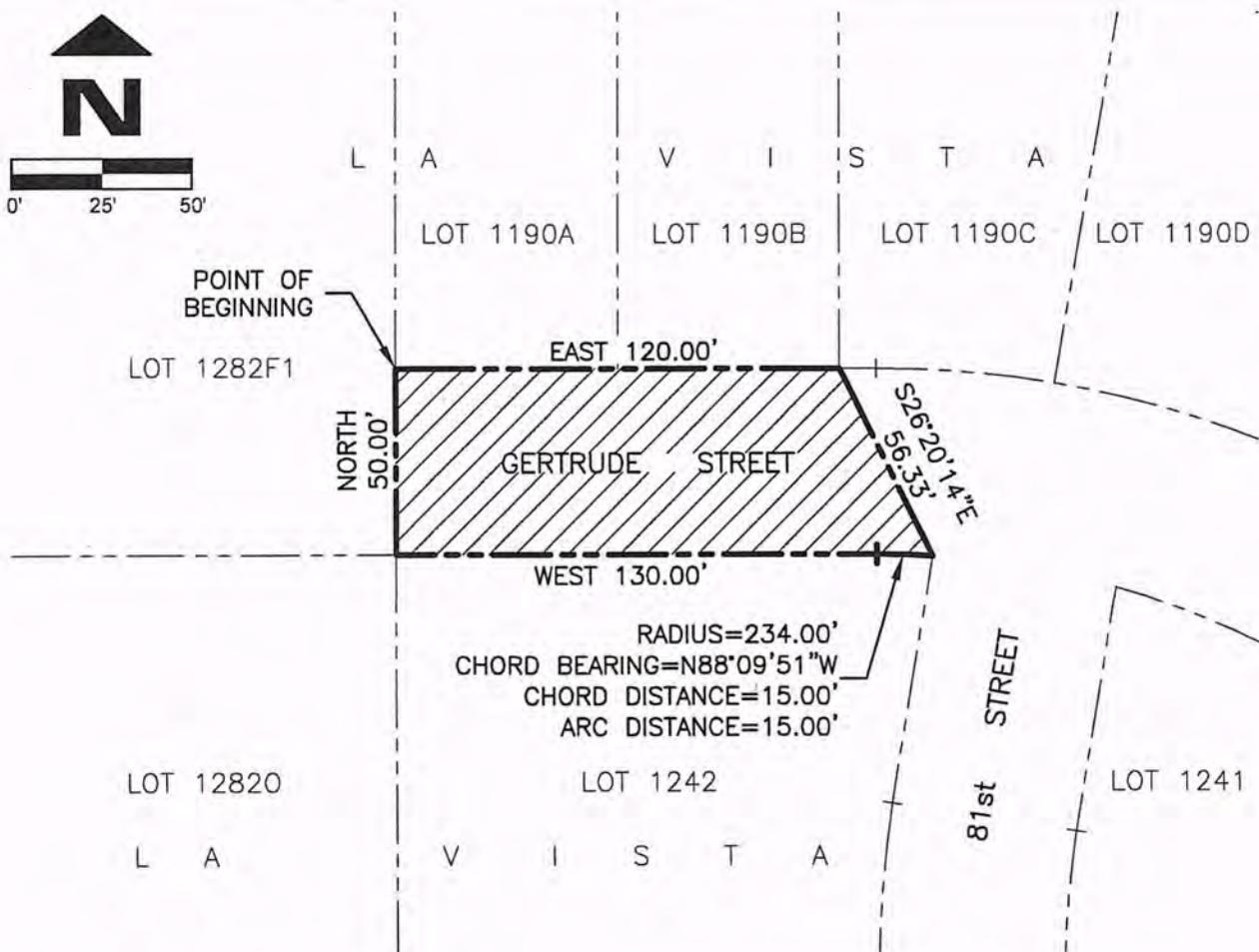
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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



### LEGAL DESCRIPTION

THAT PART OF THE GERTRUDE STREET RIGHT-OF-WAY LYING WITHIN THE NW  $\frac{1}{4}$  OF SECTION 14, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ADJACENT TO LOTS 1190A, 1190B AND 1242, LA VISTA, A SUBDIVISION IN SAID SARPY COUNTY, DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID LOT 1190A;

THENCE EAST (ASSUMED BEARING) 120.00 FEET ON THE SOUTH LINES OF SAID LOT 1190A AND 1190B TO THE SE CORNER OF SAID LOT 1190B;

THENCE S26°20'14"E 56.33 FEET TO THE NE CORNER OF SAID LOT 1242;

THENCE NORTHWESTERLY ON THE NORTH LINE OF SAID LOT 1242 ON A 234.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N88°09'51"W, CHORD DISTANCE 15.00 FEET, AN ARC DISTANCE OF 15.00 FEET;

THENCE WEST 130.00 FEET ON THE NORTH LINE OF SAID LOT 1242 TO THE NW CORNER THEREOF;

THENCE NORTH 50.00 FEET ON THE WEST END OF GERTRUDE STREET TO THE POINT OF BEGINNING.

## EXHIBIT "B"

### MANNER AND TERMS OF SALE

**Manner of Sale:** Quitclaim Deed from City to owner of property abutting the south boundary of the Property described below", with reservation of easements and other rights.

**Terms of Sale:**

- 1) Legal Description:

THAT PART OF THE GERTRUDE STREET RIGHT-OF-WAY LYING WITHIN THE NW 1/4 OF SECTION 14, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ADJACENT TO LOTS 1190A, 1190B AND 1242, LA VISTA, A SUBDIVISION IN SAID SARPY COUNTY, DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID LOT 1190A;

THENCE EAST (ASSUMED BEARING) 120.00 FEET ON THE SOUTH LINES OF SAID LOT 1190A AND 1190B TO THE SE CORNER OF SAID LOT 1190B;

THENCE S26°20'14"E 56.33 FEET TO THE NE CORNER OF SAID LOT 1242;

THENCE NORTHWESTERLY ON THE NORTH LINE OF SAID LOT 1242 ON A 234.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N88°09'51"W, CHORD DISTANCE 15.00 FEET, AN ARC DISTANCE OF 15.00 FEET;

THENCE WEST 130.00 FEET ON THE NORTH LINE OF SAID LOT 1242 TO THE NW CORNER THEREOF;

THENCE NORTH 50.00 FEET ON THE WEST END OF GERTRUDE STREET TO THE POINT OF BEGINNING.

- 2) Consideration to be paid to City: \$1,000.00, plus reimbursement of engineering, legal, advertising, and other costs and expenses incurred by the City in connection with vacation or conveyance of such Property.
- 3) Method of Payment: Cash at closing.
- 4) Closing Date: As parties may agree.
- 5) Purchaser: Harvest Development III L.L.C.

**VACATION AND CONVEYANCE OF EXCESS RIGHT-OF-WAY  
GERTRUDE STREET WEST OF 81<sup>ST</sup> STREET**

Ordinance vacating right-of-way	City Council 9/18/2018
Publish ordinance	9/26/2018
Publish Notice of Real Estate Sale for 3 weeks immediately after passage and publication of ordinance	10/3, 10/10, 10/17
Passage of 30 days after publication of ordinance (without filing of remonstrance)	10/29/2018
Closing	10/30/2018 (or such later date as agreed)

## NOTICE OF REAL ESTATE SALE

NOTICE IS HEREBY GIVEN that at an open and public meeting of the Mayor and the City Council of the City of La Vista held at 7:00 P.M. on September 18, 2018, the City exercised by ordinance its power to sell and convey real estate by directing by ordinance the conveyance of the following parcel of real estate by quitclaim deed on the terms specified:

That part of the Gertrude Street right-of-way lying within the NW  $\frac{1}{4}$  of Section 14, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, adjacent to Lots 1190A, 1190B and 1242, La Vista, a subdivision in said Sarpy County, described as follows, beginning at the SW corner of said Lot 1190A; thence east (assumed bearing) 120.00 feet on the south lines of said Lot 1190A and 1190B to the SE corner of said Lot 1190B; thence S26°20'14"E 56.33 feet to the NE corner of said Lot 1242; thence northwesterly on the north line of said Lot 1242 on a 234.00 foot radius curve to the left, chord bearing N88°09'51"W, chord distance 15.00 feet, an arc distance of 15.00 feet; thence west 130.00 feet on the north line of said Lot 1242 to the NW corner thereof; thence north 50.00 feet on the west end of Gertrude Street to the point of beginning.

Purchaser: Harvest Development III L.L.C.

Purchase Price: \$1,000.00, plus City costs and expenses

Method of Payment: Cash at closing

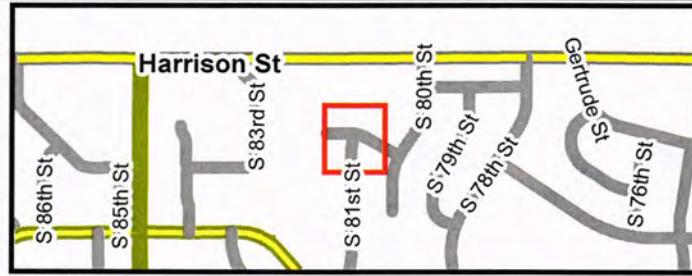
Closing Date: As parties may agree

The property will be sold to the specified purchaser after 30 days have elapsed since the passage and publication of the ordinance authorizing and directing the sale. The ordinance was published on September 26, 2018. The parcel of property will not be sold for a period as specified in the Nebraska statutes to the extent identified in a valid and timely filed remonstrance against such sale. A remonstrance petition against the sale of the parcel of property must be signed by registered voters of the City equal in number to thirty percent of the registered voters of the City voting at the last regular City election held therein and such remonstrance must be filed with the City Council within 30 days after the passage and publication of the ordinance approving and directing the sale. If the date for filing the petition falls upon a Saturday, Sunday, or legal holiday, the signatures must be collected within the 30-day period, but the filing will be considered timely if filed or postmarked on or before the next business day.

Pamela A. Buethe, CMC  
City Clerk



## Project Vicinity Map



**Right of Way Vacation:  
Part of Gertrude Street West of 81st Street**

9/11/18  
CRB



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE REQUEST FOR PROPOSALS PLACEMAKING AND DESIGN SERVICES LA VISTA CIVIC AREAS	◆RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASST. CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

**SYNOPSIS**

A resolution has been prepared authorizing the issuance of a Request for Proposals for Placemaking and Design Services for La Vista Civic Areas.

**FISCAL IMPACT**

The FY18 & FY19 City Budgets provide funding for multiple potential projects and associated services as described below.

**RECOMMENDATION**

Approval.

**BACKGROUND**

There are currently several major projects being proposed or currently underway in conjunction with the public improvement redevelopment project set forth in the Redevelopment Plan – 84<sup>th</sup> Street Redevelopment Area. The City has agreed to construct public improvements that will create the interface between Civic Center Park and the City Centre development and provide public plaza spaces within the development. The interface project will be highly visible from 84<sup>th</sup> Street and needs to be well thought out and designed appropriately. Additionally, there are plans to construct an east-west connection under 84<sup>th</sup> Street. There is currently public land located west of 84<sup>th</sup> Street that has the potential to enhance the 84<sup>th</sup> Street redevelopment efforts. Design efforts for all of these areas are part of this RFP process.

A copy of the RFP is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR PLACEMAKING AND DESIGN SERVICES FOR LA VISTA CIVIC AREAS.

WHEREAS, the Mayor and Council have determined that the public improvement redevelopment project set forth in the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area is necessary, and

WHEREAS, the FY 18 Capital Improvement Program provides funding for the potential public improvements, as does the proposed FY 19 Capital Improvement Program and budget; and

WHEREAS, proposals will be due October 25, 2018 with the approval of selected firm by the City Council on December 18, 2018.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for Placemaking and Design Services for La Vista Civic Areas in conjunction with Public Improvement Redevelopment Projects within the Public Improvement Redevelopment Project Area.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

City of La Vista, Nebraska



Request for Proposals

**Placemaking and Landscape Design Services**  
**La Vista Civic Areas**

September 18, 2018

**PROPOSALS DUE:**

**October 25, 2018 – 3:30 p.m. CST**

\*Late Proposals Will Be Rejected

Pamela A. Buethe  
City Clerk  
8116 Park View Blvd.  
La Vista, NE 68128  
[pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org)  
402.331.4343

## Intent and Services Sought

The City of La Vista is soliciting proposals from qualified experts in placemaking and the design of civic spaces, to include park, landscape, and hardscape components. This project offers a unique opportunity to be part of creating multiple public spaces that will be instrumental in enhancing the community's quality of life.

Nearly ten years ago, La Vista recognized that one of its major thoroughfares, 84<sup>th</sup> Street, which had once been a thriving commercial corridor, was suffering from neglect as a result of the changing business climate. The City created an initiative—*A Vision Plan for 84<sup>th</sup> Street*—which ultimately imagined the street as La Vista's “central city core, with a memorable and distinct identity, a vibrant mix of land uses, a sense of community and a high quality of life for residents.” Since that time the City has worked on multiple projects to turn that vision into reality.

The City is currently involved in a major redevelopment effort along this corridor that will create a legitimate “downtown” for the community and will include a number of active community spaces. City Ventures (a private developer) is currently constructing a \$280 million mixed use City Centre that will include residential, retail, office and entertainment uses. The City is converting an adjacent nine-hole golf course into a Civic Center Park that includes a four-acre lake. A privately constructed world class indoor/outdoor music venue will connect the two spaces. The City will design and construct the interface of City Centre and Civic Center Park. This area will be highly visible from 84<sup>th</sup> Street and due to the topography of the area, presents some special challenges. The City is looking for innovative and unique ideas that will enhance the park space as well as create a memorable transition into the adjacent development.

Within the City Centre development there are three public plaza spaces that also offer an opportunity to create memorable experiences for visitors to the area. One of these plaza spaces provides the front door to the development and to the music venue.

Finally, in conjunction with the transition of the park, the City will be constructing a connection under 84<sup>th</sup> Street from the park to a public space that is approximately eight acres in size and is currently the site of the city swimming pool (a facility that is very near the end of its useful life and will not remain here) and some athletic fields. This space could be used in any number of ways to enhance and support the community gathering spaces that are being created in the heart of La Vista.

## **Background**

The City of La Vista is situated southwest of the Omaha metropolitan area. The youngest city in Nebraska, La Vista is one of the fastest growing communities in the state. La Vista enjoys access from Interstate 80 and borders Omaha, Bellevue, Papillion, and Ralston. The projected growth area for La Vista indicates the community could ultimately have a population of over 38,000 residents. The City enjoys a good mix of residential, commercial, office and industrial areas and is home to locations of nationally recognized companies such as PayPal, Cabela's, Costco, Oriental Trading, Yahoo, Securities America, Rotella's Bakery, Streck Laboratories and Embassy Suites and Marriott Courtyard Hotels adjoining the La Vista Conference Center.

## **Proposed Approach**

The City recently completed schematic design work for streetscape improvements along the 84<sup>th</sup> Street corridor. It is the expectation that the 84<sup>th</sup> Street schematic design will be reviewed and considered when creating designs for the adjacent spaces that are part of this project. The spaces should be complimentary and make comfortable transitions from one area to another.

The City envisions a two-phased approach to this project spearheaded by a multi-disciplined team of qualified, experienced professionals.

Phase One would include the park improvements and other components necessary to connect the music venue and the City Centre development with the park, as well as a prominent public plaza space that provides the entrance to the music venue. The City previously completed a master plan for the park that included opportunities for community engagement. The timing of the start of construction on the music venue and the necessary coordination with the venue's developers will not allow for additional public input relative to this portion of the project. The selected firm would provide alternative plans for the interface component, a final plan, cost estimates, and final design and construction plans that would be suitable for soliciting formal bids from contractors.

Phase Two of the project would include the selected firm utilizing a variety of community engagement tools to involve the public in building a vision for the additional two plaza spaces in the City Centre development as well as the public land west of 84<sup>th</sup> Street. The firm would provide alternative plans for these spaces, a final plan, cost estimates, and final design and construction plans that would be suitable for soliciting formal bids from contractors.

While portions of the work for both phases could be done simultaneously, Phase 1 (the interface project) is time sensitive and of primary importance. We anticipate a construction start date sometime in early to mid-summer.

## City Resources

The City has undertaken a number of studies and planning processes relative to the 84<sup>th</sup> Street corridor revitalization. Below is a list of relevant documents available on the City's website with associated links:

In 2010, the City completed **A Vision Plan for 84<sup>th</sup> Street** (Vision 84), which included an extensive public process and the adoption of a master plan identifying the vision for 84<sup>th</sup> Street as the creation of a downtown for the community.

<http://www.cityoflavista.org/DocumentCenter/Home/View/2989>

In 2012, the City completed the **Civic Center Park Master Plan**. This Plan was developed as a result of the recommendation in the Vision 84 plan to transform the existing golf course into Civic Center Park, a signature recreational area for the community. While the Park Master Plan was created prior to the City Centre development becoming a reality, the intent was always that the park would provide for a variety of community and leisure time activities, connect the mixed use development to its south with the existing City Hall campus to the north, creating a new downtown for La Vista.

<http://www.cityoflavista.org/DocumentCenter/View/6107>

In 2016, the City approved the **City Centre Redevelopment Contract**, an agreement between the City and La Vista City Centre LLC to redevelop a portion of the 84<sup>th</sup> Street Corridor south of the golf course site into a mixed use city center.

<http://www.cityoflavista.org/DocumentCenter/View/6183>

In 2018 the City approved the **84<sup>th</sup> Street Streetscape Schematic Design**, which again included an extensive public engagement process and was centered on enhancing the visual quality and appearance of the street for both pedestrians and drivers as well as creating a sense of identity and arrival.

<http://www.cityoflavista.org/DocumentCenter/View/11774>

Additional information can be found at <http://corridor84.com/projects/84th-street>, a website created to capture information about all of the projects that are currently underway along the 84<sup>th</sup> Street corridor. Also see Exhibits A and B attached for a very general site layout. More information will be provided at the pre-submittal conference referenced later in the RFP.

## Scope of Work

The successful consultant shall gain a thorough understanding of the City's vision for the redevelopment of the 84<sup>th</sup> Street corridor as well as the recent/current development activity in the area. The scope of work includes but may not be limited to the following tasks:

- Project Kick Off Meeting and Site Tour – Meet with staff project team to tour the project sites, identify project milestones, refine the scope of work, confirm timelines, clarify specific roles and responsibilities and identify project resources.
- Coordinate with City Centre developer and his team at multiple meetings.
- Project Management – Identify tools and methods that will be used to keep the project moving and on time. Consultant should anticipate meetings with the staff project team throughout the project, including regular conference calls and in-person meetings at key project milestones. Presentations at City Council meetings will also be required.
- Community Outreach/Engagement – Consultant will identify a comprehensive strategy for community involvement and engagement relative to phase two of the project. Strategy will include preparation of meeting materials, meeting presentations, and summaries of each event/meeting/online activity.
- Existing Conditions Analysis – Consultant will review existing relevant plans (see City Resources above). Identify issues, needs and opportunities. Topographic site surveys will be provided by engineering firms already engaged on other projects within the subject area. All electronic files should be compatible with ArcGIS software.
- Conceptual Plan Alternatives - Consultant shall prepare two to three conceptual plan alternatives for both Phase One and Phase Two of the project. The plan alternatives shall be designed based on existing mapping, the Vision 84 Plan, the Civic Center Park Plan, the City Centre Redevelopment Contract, the 84<sup>th</sup> Street Streetscape plan, direction and input from City staff, and input from stakeholders. Consultants shall prepare preliminary costs estimates for each alternative.
- Preferred Plans – City staff will review the proposed alternatives and give direction for the development of preferred plans. A great deal of consideration will be given to unique, creative concepts that will make the project areas, particularly the interface area, iconic and memorable. Consultants shall revise and prepare preferred conceptual plans for the project areas. Consultant shall prepare cost estimates for these plans.
- Final Design and Construction Plans - Based on the preferred Plans, consultant shall prepare construction documents and specifications for bidding purposes. CAD drawings shall be prepared for the construction documents. Consultant shall also prepare final cost estimates to compare against submitted bids. Prior to final plans being complete, plans must be checked and approved by City staff.

- Deliverables - Final deliverables shall include the following:
  - Two to three conceptual illustrative plans
  - Preferred conceptual illustrative plans
  - A Sketchup model of the preferred plans
  - PDF drawings showing dimensions and locations of all proposed elements
  - Civil drawings and specifications for bidding purposes (3 paper copies for City files and distribution of plans through an online plan room)
  - Preliminary and final cost estimates

## Proposal Requirements

Below is a description of the requirements and submissions that must be included as part of a proposal.

1. **Cover Letter:** State your firm's interest and commitment of personnel to the Project. Identify and describe any distinguishing features or capabilities that make your firm a superior choice to perform the work. The letter must be signed by an officer of the firm authorized to negotiate a contract with the City. The letter should indicate the length of time for which the proposal is effective (minimum of 90 days).
2. **Approach and Methodology:** Provide a detailed description of your approach to the scope of work including your protocol for ensuring clear communication between the City, consultant and all subcontractors. The City is seeking a creative, proven approach to carrying out a "place-based" planning process that draws out new ideas and achieves general consensus. It also seeks a consultant with the ability to create site designs that will encourage a variety of activities and uses throughout the year; integrate with nearby commercial activity; expand public access; provide striking amenities to attract all age groups; and improve pedestrian routes and connections to adjacent areas.
3. **Understanding of Scope of Services:** The proposal must describe the consultant's understanding of the scope of work and the key issues associated with performing the required services.
4. **Work Plan and Schedule:** Explain in detail the proposed work plan, including all anticipated tasks and deliverables. Identify milestones and completion dates by task. Phase 1 work should begin January 1, 2019
5. **Project Team:** Identify key staff that will be assigned to the project and include their resumes. State the qualifications and experiences of the team members, emphasizing specific experiences with engagements of similar scope and complexity.
6. **Subcontractors:** If subcontracting is planned, submit the firm(s) name(s), location(s), contact information, and names of responsible staff.
7. **City Resources:** Submit a list of resources (other than those identified above) or other assistance which the consultant expects would be required from the City in order to complete the scope of services.

8. **Similar Projects and References:** Provide a description of previous projects of a similar nature including at least three (3) projects/contracts with a relevant public agency. Include a reference for each project and current contact information. Describe the role of the reference and the role of the team member that worked on the project.
9. **Cost Proposal:** Provide a project cost estimate based on the proposal submitted. List hourly billing rates for project team members and estimated amount of time for each task. Estimate a “lump-sum” breakdown for each major element of consultant’s work on the project. Also include an estimate of reimbursable expenses including copies, authorized travel, etc. An agreement on all fees will need to be reached as part of the contract negotiations, which will commence following approval of the recommended firm by the City Council. If an agreement as to fees is not reached with the selected firm, another highly ranked firm will be recommended for approval.

## **Proposal Submission**

### **1. Pre-Submittal Conference**

Interested professionals are invited to attend a mandatory Proposer’s Conference that will be conducted electronically on October 9, 2018 at 1:00 p.m. CST. Due to the amount of project work that is already going on in the proposal area and the multiple coordination efforts that will have to occur, the City will take this conference opportunity to provide more detailed information and visual aids that will assist in clarifying the project scope. Proposers will also have an opportunity to ask questions regarding the project. Please contact Pamela A. Buethe, City Clerk at 402.331.4343 or [pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org) by October 5, 2018 at 4:00 p.m. CST to confirm your attendance at the Proposer’s Conference and obtain access instructions. Please include personnel from your firm who are needed to ascertain the scope of this project.

### **2. Submittal**

**Proposals must be received no later than October 25, 2018 at 3:30 p.m. CST.** Consultants must submit seven (7) bound copies, one (1) unbound, single-sided copy on standard-weight paper (no heavy-weight paper or tabbed dividers), and one (1) CD-R or flash drive including a PDF file of your proposal. Proposals must be enclosed in a sealed envelope or package, clearly marked “Placemaking and Landscape Design Services – La Vista Civic Areas” and delivered to:

Pamela A. Buethe, City Clerk  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

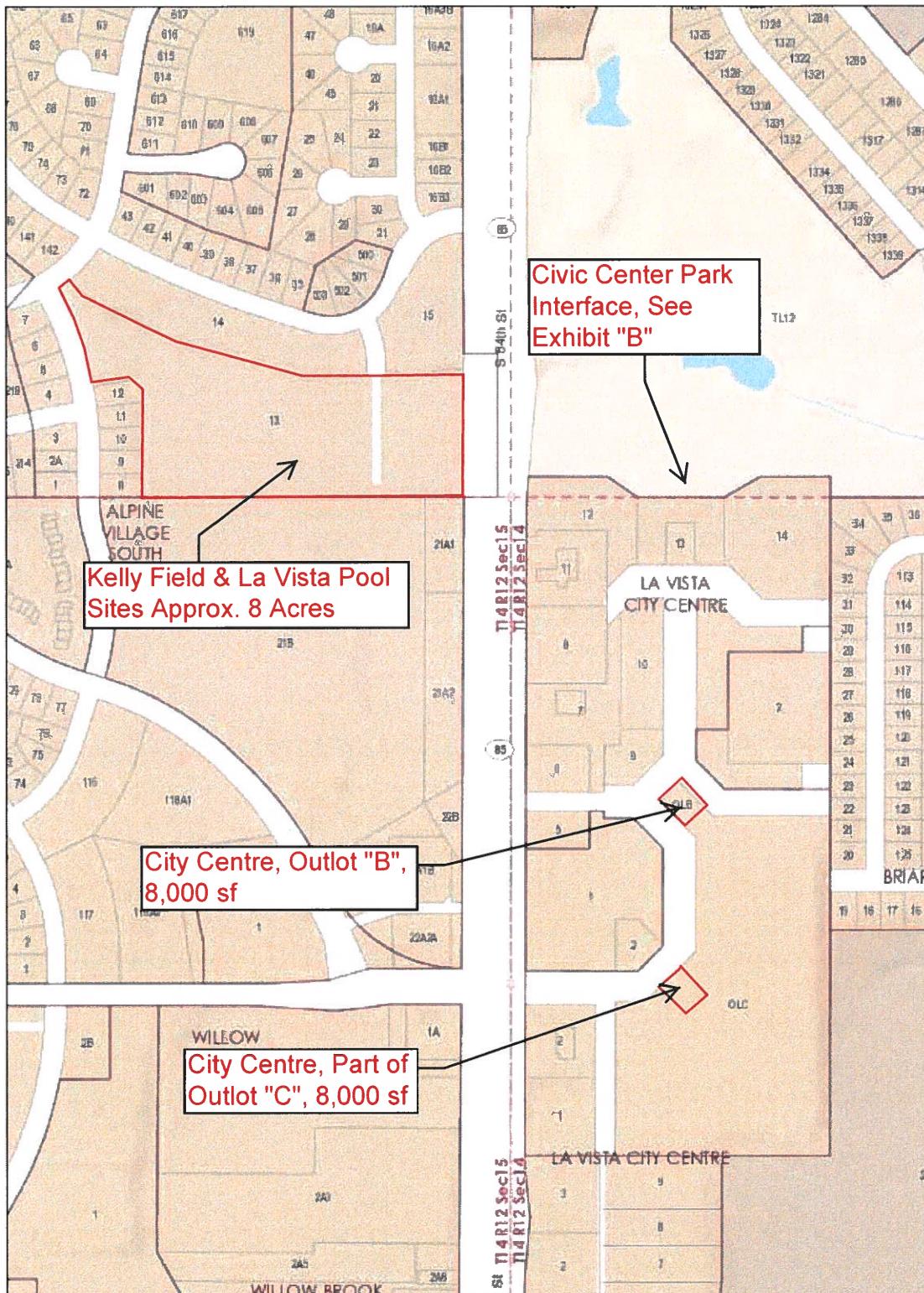
It is the consultant’s responsibility to ensure that their proposal is delivered and received at the location specified herein on or before the date and hour set. Proposals received after the date and time specified will not be considered.

## Evaluation Criteria and Selection Process

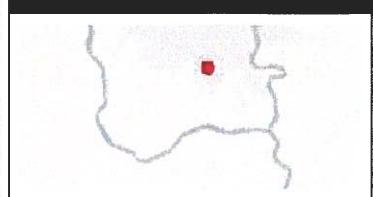
1. **Evaluation Criteria.** The following are the critical areas of the proposal to be evaluated by the Selection Committee:
  - a. **Quality and Completeness:** Does the described plan and approach to deliver services adequately address those identified in the RFP?
  - b. **Experience:** Has the consultant demonstrated the ability to successfully provide services for projects of similar complexity and natures as described herein? What is the record of experience in working with diverse community and governmental constituencies to reach a community-supported design?
  - c. **Creativity:** Does the proposal offer insight into the consultant's creative ability and an understanding of the types of improvements that create a sense of "place"? Is there an indication the consultant can develop a plan that visitors will remember and that will create an iconic impression?
  - d. **Staff:** Do the qualifications of key project team members to be assigned to the project coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience and professional qualifications?
  - e. **Organization:** Does the consultant offer the quality of services required for the types of projects listed in the Scope of Work? Does the firm organizational structure show sufficient depth for its present workload? How would the project described in this RFP fit into the schedule?
  - f. **Specific Management Approach:** Has the consultant described its ability to achieve budget and project delivery goals for projects of similar complexity and nature as described in the Scope of Work? How will the firm apply its management techniques and resources?
  - g. **Reputation:** Are the consultant's references from past clients, associates, or any publicly available source favorable?
  - h. **Familiarity with Locality:** Does the consultant team demonstrate familiarity with the City of La Vista and the project location? Does the consultant's proposal include a context-sensitive approach to the project outlined in the Scope of Work?
2. **Selection Process.** Proposals will be reviewed by an internal review committee. Due to the nature of the services sought, evaluation of proposals will in large part be subjective. Consultants submitting the highest quality professional services proposals will be invited to interview with the City. At the conclusion of interviews the City will undertake contract negotiations with the top-ranked firm. The City reserves the right to accept any proposal in whole or in part and to reject any and all proposals, to waive irregularities and to negotiate and revise terms with proposers without notice to other proposers. Proposers will not be compensated for costs associated with attending an interview.

# Exhibit A

## Sarpy County Property Information



### Location

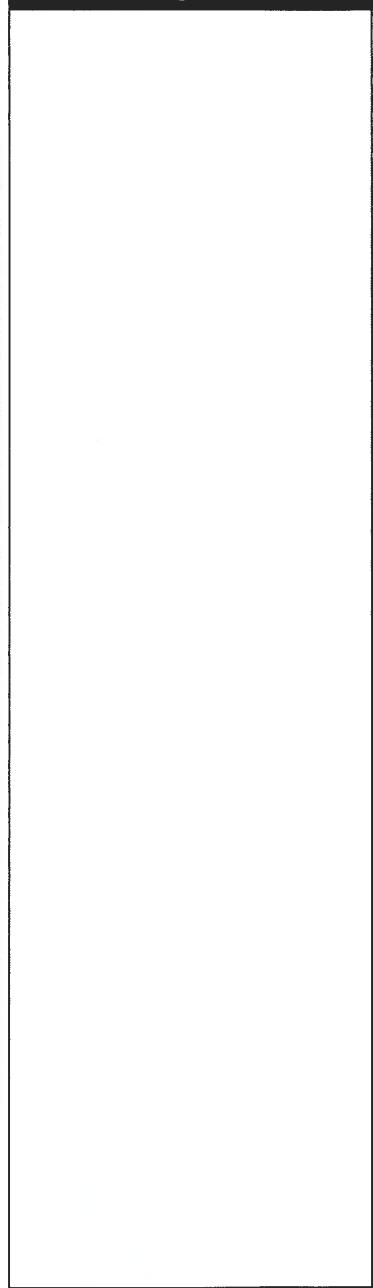


### Sarpy County GIS



1210 Golden Gate Dr  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com

### Legend



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

# Exhibit B



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT — ORGANIZATIONAL ASSESSMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute an agreement with The Novak Consulting Group, Cincinnati, OH to assist with an organizational study of the Public Works and Recreation Departments in an amount not to exceed \$37,400.

**FISCAL IMPACT**

Funding for professional services is available in the FY19 & FY20 Biennial Budget.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Over the past 20 years, the City has experienced tremendous growth in land area, assessed valuation and population. While departments have been keeping up with the pace of these changes over time with staff additions, the overall department structures and delivery systems for services have remained unchanged. As a result of current staffing vacancies in the Public Works and Recreation Departments, an opportunity exists to review and assess operations and staffing in those areas by evaluating the current department structures with a goal of achieving optimal performance, service delivery and efficiency.

There are very few companies that specialize in organizational assessment specifically related to local government. After reviewing the options available to the City, staff recommends that a professional services agreement be approved with The Novak Consulting Group. The Novak Consulting Group has submitted a proposal to assist with an organizational study of Public Works and Recreation and have projected 12-14 weeks for substantial completion. (*A copy of the proposal is attached for your review*).

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE NOVAK CONSULTING GROUP, CINCINNATTI, OHIO, TO ASSIST WITH AN ORGANIZATIONAL STUDY IN AN AMOUNT NOT TO EXCEED \$37,400.

WHEREAS, the City Council of the City of La Vista has determined that consulting services are necessary to assist with an organizational study of the Public Works and Recreation Departments; and

WHEREAS, the FY19 and FY20 Biennial Budgets provides funding for professional services; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of a professional services agreement, with The Novak Consulting Group, Cincinnati, Ohio, to assist with an organizational study in an amount not to exceed \$37,400, in form and content approved by the City Administrator.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**City of La Vista**

**Public Works and Recreation  
Organizational Assessment**

**August 27, 2018**



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### **Cover Letter**

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August 27, 2018

Brenda Gunn  
City Administrator  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

Dear Ms. Gunn:

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing management consulting services to local governments and nonprofit organizations. The firm was originally established as Public Management Partners in 2001. Since then, we have been providing our clients with the best thinking and execution in organizational design, development, and improvement.

We are pleased to submit this proposal for a Public Works and Recreation Organizational Assessment to the City of La Vista. This proposal is based on our understanding of the needs of the City, as well as our experience completing similar work for other jurisdictions across the country.

Our project team for La Vista is composed of skilled professionals, seasoned in local government with direct experience in all facets of local government operations including public works and recreation. Our team has had significant success working with many local governments to review operations and staffing with the goal of improving organizational performance and efficiency. We are confident our customized approach will provide the City with a plan for maximizing opportunities for economy, efficiency, and effectiveness while providing quality Public Works and Recreation services.

We look forward to the opportunity to serve La Vista in this engagement. Please contact me at (513) 309-0444 or [jnovak@thenovakconsultinggroup.com](mailto:jnovak@thenovakconsultinggroup.com) should you have any questions.

Sincerely,

Julia D. Novak  
President

## About The Novak Consulting Group

For nearly a decade, a highly-respected management consulting firm named Public Management Partners helped a variety of organizations function more effectively. Through the years, the firm's founding partners built a sizeable client base of predominantly local governments and nonprofit organizations in the Midwest. Projects ranged from those as small as conducting community workshops to those as sweeping as analyzing the operational efficiency of entire departments within a municipality.

In 2009, Julia D. Novak acquired Public Management Partners and founded The Novak Consulting Group, staffed by consultants with decades of collective experience. With The Novak Consulting Group, Julia built upon Public Management Partners' reputation for innovation and results while expanding the company's services nationwide. Her company meets a wider range of needs, consulting with governments in the areas of public works, public safety, human resources, finance, planning, IT, and more. We provide our clients with the best thinking and execution in organizational design, development, and improvement. Our services include:

- Organizational Assessment
- Strategic Planning
- Executive Search

The Novak Consulting Group provides unparalleled service to our clients. Leaders in local government and nonprofit communities have come to rely on The Novak Consulting Group for high caliber advice with the personal attention you expect.

- **Niche expertise.** Our expertise lies in strengthening two kinds of organizations: local governments and nonprofits. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.
- **Flexibility to serve you better.** We employ a small core staff of senior-level consultants, and draw from our pool of subject matter experts when their expertise can help us serve you better. The result? A highly nimble, more efficient approach to giving you the services you need, when you need them.
- **Decades of collective experience.** Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to director of management information systems.
- **Personal service from senior-level consultants.** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While a large firm may assign your business to junior-level people, we offer exceptional service from senior-level consultants.

The Novak Consulting Group is a women-owned firm led by President Julia Novak, headquartered in Cincinnati, Ohio. The firm is staffed with local government professionals, including full-time associates and subject matter specialists. The Novak Consulting Group and its staff have extensive experience working with local government clients.

Our focus is on providing solutions that work within the available resources and culture of the organizations we assist. The most innovative solutions in the world are valueless if they cannot be implemented or will not be accepted by the community. We pride ourselves on our ability to listen, analyze, and work with our clients to find not just a random selection of best practices taken from a manual, but real solutions that can be implemented effectively. There is no value to a consulting study that, once completed, occupies shelf space never to be opened again. We are pleased that our prior engagements have resulted in corresponding actions by our clients to implement the recommendations that we have jointly developed.

At The Novak Consulting Group, one of our strengths is the ability to build on existing capabilities and resources and to help organizations see things from a different perspective. We do this through listening to our clients and really understanding what they have to say. While there are books full of best practices, stock solutions to complex problems are rarely effective. We do not operate with a pre-packaged set of recommendations, and we diligently work to avoid trying to fit our clients into a standard mold. We do not sell boiler plate solutions.

We recognize that there will always be competing interests between the level of service and its cost. Defining "good enough" is a significant challenge that is aided by knowing that the work is both necessary and delivered as efficiently as possible. As resources diminish, we often find that organization become increasingly reactive at a significant cost both to current and future operations. Maintaining planned, proactive approaches consistently generates a better, more cost-effective result, particularly when evaluated over time. Every organization develops traditions, practices, and routines. It is essential that these are subject to regular review and analysis to ensure that they continue to represent best practices that meet the needs of the community. Our staff has substantial experience developing performance measures that departments can use to track progress over time. We have helped our clients create benchmarks that establish a baseline for performance and objectives for the future.

The Novak Consulting Group is excited about the opportunity to assist the City of La Vista. Because we came from local government careers, we have sat on the same side of the table as you. Hiring outside consultants to evaluate operations in any organization is challenging: it can be disruptive and intimidating, while at the same time it can be illuminating and exciting. We understand the importance of respecting the staff who are in place to serve the public. We assume good intent and work with our clients to collaboratively develop recommendations for improvement. Without this, implementation of recommendations and lasting improvements are not typically successful. We believe this intentional approach, coupled with our extensive expertise in all facets of local government operations, makes us uniquely qualified to assist the City.

## Project Team

Our project team is made up of senior-level consultants with direct local government experience. What sets our project team apart is our ability to explore and relate to organizational values while at the same time investigating realistic approaches for cost-effective solutions.

**Organizational Assessment Practice Leader Michelle Ferguson** – Michelle has over 20 years of local government management experience, both as a consultant and in direct service to some of the leading local governments in the country. As a consultant, Michelle has completed detailed organizational reviews of entire jurisdictions and recommended improvements to structure, staffing, and processes within departments of more than 150 local governments across the country. She is a LEAN certified professional and has provided customized training in the development and use of performance measures to assist numerous organizations continuously improve service delivery. Additionally, Michelle is also a skilled facilitator, able to bring diverse groups of people together to articulate shared visions and priorities. She has lead strategic planning engagements at the community, organizational, and department levels, and she has facilitated numerous staff and governing body retreats.

**Public Works Specialist Ron Norris, P.E.** – Ron has a broad range of management and leadership experience in many areas including: transportation, solid waste and stormwater management, water and sewer utilities, and the design, construction, and maintenance of streets and facilities. He has directed planning and zoning functions as well as housing and historic preservation programs. For the City of Olathe, Kansas, he directed the consolidation of three disparate departments into one cohesive unit and developed an asset management program that led to a more sustainable and comprehensive approach to utility funding and infrastructure management. Prior to that, he developed and implemented a model stormwater management program that has been widely acknowledged and utilized.

**Associate Josh Rauch** – Josh has nine years of consulting and government experience. He has been involved in over 40 organizational assessments and six strategic planning projects for clients across the United States during his career with The Novak Consulting Group. These projects have included assessments of all major local government functions, including but not limited to human resources, community development, and police staffing. Prior to consulting, he served as deputy economic development administrator for the City of Springfield, Ohio and the neighborhood services coordinator for the City of Mission, Kansas. In addition to his background in community and economic development, Josh has significant experience in special projects, performance management, and community engagement.

**Analyst Andy Lanser** – Andy joined The Novak Consulting Group in 2018, bringing seven years of experience working with local governments. Prior to joining the firm, he was Assistant Director of the Center for Local Government in Ohio where he was responsible for all program development for its member jurisdictions. He also worked for the Hamilton County, Ohio Public Defender, communicating with its external stakeholders and updating the office's policies and procedures.

**Analyst Claire Pritchard** – Before joining The Novak Consulting Group in 2018, Claire served as Assistant to the County Manager for Dakota County, Minnesota where she led the County's transition to a new form of government in 2013. She coordinated the County's legislative agenda, assisted in development of the annual budget, and conducted financial impact analyses on a daily basis. She is a member of the International City/County Management Association and is a former ICMA Local Government Management Fellow.

Complete resumes of our project team members are included in Attachment A.

## References

The Novak Consulting Group has conducted numerous assessments of public works departments as part of larger organization-wide reviews and as stand-alone assignments. The following is a list of similar engagements, and a complete list of all our clients is included with this proposal. We would be happy to provide additional information about any of our clients.

**Windsor, Colorado**, a fast-growing community in the Denver metro area, engaged The Novak Consulting Group to conduct a review of their Public Works and Engineering Departments. The review included an assessment of how to staff to meet service level expectations as the community expands. We also reviewed the organizational structure and how Engineering and Public Works relate to one another and the Development Review function housed in the City's Planning Department.

Mr. Kelly Arnold, former Town Manager  
(970) 397-2689 [kellyarnold8390@gmail.com](mailto:kellyarnold8390@gmail.com)

**Hastings, Nebraska** engaged The Novak Consulting Group to conduct an organizational assessment of all City departments. The assessment included a structural review of the City's relationship with the Utilities Department, as well as a detailed review of the Public Works Department.

Joe Patterson, City Administrator  
(402) 461-2309 [jpatterson@cityofhastings.org](mailto:jpatterson@cityofhastings.org)

**Delaware, Ohio** engaged The Novak Consulting Group to assess the City's organizational structure, with a strong emphasis on the public works and engineering functions and how their services aligned.

Tom Homan, City Manager  
(740) 203-1010 [Rthoman@delawareohio.net](mailto:Rthoman@delawareohio.net)

**Dublin, Ohio** has retained The Novak Consulting Group for several projects since 2009. In 2013, The Novak Consulting Group conducted a review of the organization's structure and a specific analysis of operating departments like public works. This work resulted in a City-wide reorganization to improve efficiency and effectiveness of operations.

Michelle Crandall, Assistant City Manager  
(614) 410-4400 [mrigsby@dublin.oh.us](mailto:mrigsby@dublin.oh.us)

**Reno, Nevada** engaged The Novak Consulting Group to conduct a Core Services Review of the Public Works Department and the Parks, Recreation, and Cultural Services Department. These reviews included an in-depth analysis of opportunities for enhanced efficiency and effectiveness, an evaluation of existing services level standards, and an assessment of the City's true "core services" in both departments.

Jaime Schroeder, Parks and Recreation Department  
(775) 348-3915 [schroederj@reno.gov](mailto:schroederj@reno.gov)

**Charlottesville, Virginia** engaged The Novak Consulting Group to conduct a detailed organizational review of all functions under the responsibility of the City Manager, including the Public Works Department. Subsequently, the City hired the firm to delve deeper in the fleet operations of the City. As part of this effort, the firm reviewed the utilization data on all the City's fleet, made recommendations for right sizing the fleet based on established protocols, and identified staffing and organizational improvements needed to enhance the level of fleet services.

Paul Oberdorfer, Director of Public Works  
(434) 970-3301 [oberdorferp@charlottesville.org](mailto:oberdorferp@charlottesville.org)

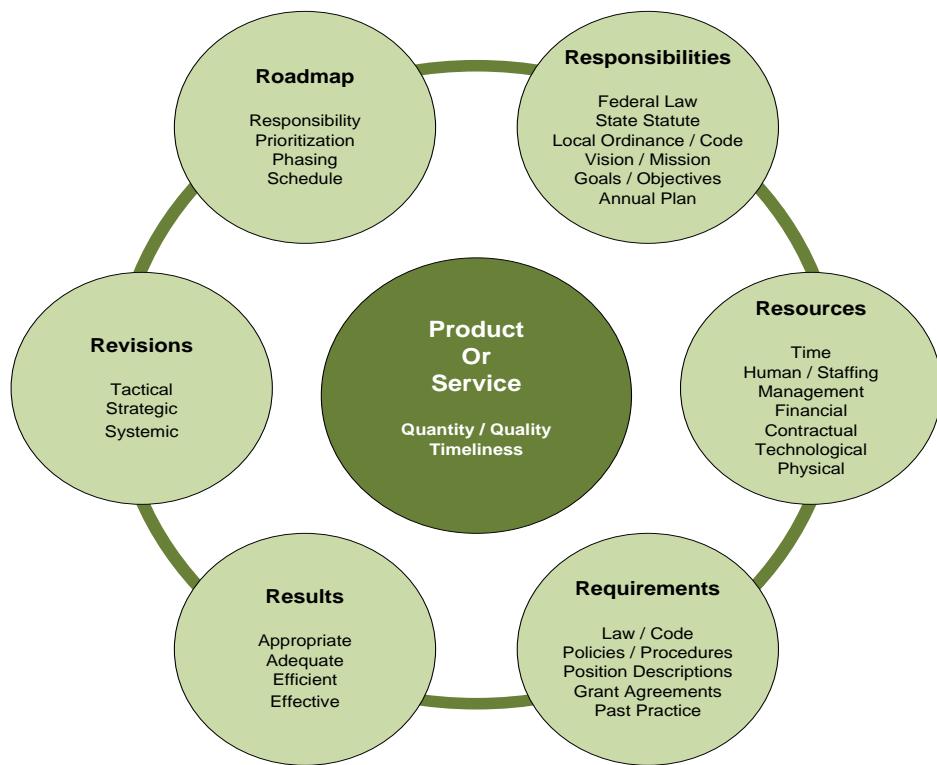
**Boulder, Colorado** has engaged The Novak Consulting Group for a variety of departmental assessments over the last five years. Most recently, the firm was hired to conduct a detailed contract service analysis. This involved identifying specific service levels for facility and maintenance functions and comparing the costs of continuing with existing contracts vs. bringing them in-house.

Jane Brautigam, City Manager  
(303) 441-3090 [BrautigamJ@bouldercolorado.gov](mailto:BrautigamJ@bouldercolorado.gov)

## Project Approach

The City of La Vista is seeking a professional consultant to assist with an organizational study of Public Works and Recreation. The goal of this engagement is to identify opportunities for improved efficiency and effectiveness of Department operations, staffing, structure, technology, processes, and policies.

To meet these objectives, the scope of work for La Vista's analysis is best supported through our "Six R" approach. This approach involves soliciting and collecting information on Department Responsibilities, Resources, Requirements, and Results in order to identify possible organizational and operational Revisions with an associated Roadmap to implement positive change. This approach is depicted in the following graphic:



- **Responsibilities** refer to the sources and level of mandate/direction for Public Works services. These may derive from Federal/State mandate, direction from the local elected officials through ordinance or resolution, and/or internal direction derived from annual vision/mission/goals and objectives. We will review all Public Works services to determine source and level of mandate in order to better understand organizational location.
- **Resources** refer to all assets available to the Department to achieve its respective responsibilities. These resources may include the following: time; human resources/available department staffing; management capacity/capability; financial position/forecasts; contractual services (as internal service supplement or replacement); technological assets (hardware, software, communications, training); and physical assets (buildings, equipment, vehicles).
- **Requirements** refer to the sources of direction to Public Works management and staff regarding service approach and methodology. These sources may derive from formal law/codes or adopted policies and procedures to less formal mechanisms including continuation of past practice through initial or on-the-job training. We will review and assess Public Works service and process requirements to better understand existing structure and opportunities for positive change.
- **Results** refer to the service yield derived from the provided services. These services are the result of rationally developed/utilized process requirements applying available resources in pursuit of prioritized fulfillment of City responsibilities. The results phase links current operations with future planning through measures of adequacy, efficiency, and effectiveness

through management reporting to provide operational information resources for better management decision-making.

- **Revisions** refer to the depth and breadth of continuing change necessary to support improved performance as indicated from results and performance reporting. This change can range from a high level involving holistic or systemic issues (i.e., should we be in this business) to strategic issues (should we consider alternative service sources) to tactical issues (improving the productivity, efficiency, and effectiveness of the activity or service).
- **Roadmap** refers to the plans to implement revisions in order to improve service delivery and product quality while maintaining or reducing unit costs. The Roadmap provides an action plan for the City that identifies recommended priorities, responsibilities, effort phasing, and an expected schedule to reach milestones.

The following is our detailed work plan for completing the study of the Town's Public Works Department.

### **Activity 1: Begin Engagement**

The Novak Consulting Group will begin this engagement by meeting with the City's project team to review the details and expectations of this effort and to finalize the project schedule. We will also discuss the City's interest in this study, the strengths and weaknesses of the current operations and service delivery arrangement, and other issues that may be relevant to our work. We will also conduct a project kick-off meeting with the Public Works management team to review the project objectives, timeline, and expectations.

We will request and review all relevant background information, such as budgets, previous studies, departmental work plans, existing contracts, organizational charts, and other similar information to inform our work.

Throughout the project, we will provide the City with regular project status reports, designed to maintain planned project progress and budget, to identify and resolve project issues, and to review project work products. In addition to formal status reporting, we anticipate numerous informal opportunities for the City to discuss various project and operating issues with our project manager and team leaders. We welcome the opportunity to have this informal dialogue since we believe that it will contribute to a more successful project.

### **Activity 2: Conduct Fieldwork**

To meet the objectives of this engagement, The Novak Consulting Group will conduct an assessment of workload and operations in Public Works and Recreation. We employ several techniques for obtaining this information in order to collect sufficient data to understand operations, staffing, and structure. These data collection techniques include the following activities:

- We schedule and conduct confidential interviews with key supervisory staff. The interviews cover the organization, structure, and volume of work; the business processes used to accomplish work; supervisory relationships; performance management; and perceived strengths and weaknesses.

- To engage more staff in the process, The Novak Consulting Group will plan and facilitate several employee focus group sessions. The purpose of the focus groups will be to solicit input from line employees regarding structure, staffing, workload, and operations.
- In addition to formal interviews, we will tour Public Works and Recreation facilities and various work sites to conduct selected operational observations in order to understand how work is performed in your normal work environments. This will include walk-throughs in office settings and in the field.
- Thorough data collection and document review relates particularly to budgeting and financing, work volumes, work cycle times, demands for service, equipment and infrastructure inventory, and other detailed data necessary for a complete analysis. We will tailor the collection of data to the needs and issues of the department and its operations. As an example, we typically collect the following data to better understand operations and staffing:
  - Work volume relative to staff resources
  - Customer service performance standards and compliance reports
  - Department budgets, including revenues and expenditures
  - Current fees and data supporting fee calculations
  - Current cost allocation plans and supporting data and calculations
  - Internal financial reports
  - Internal cost allocations by work unit
  - Job descriptions and wage and compensation plans
  - Records reflecting training and certifications
  - Organization charts and staffing tables, including changes over the preceding three to five years
  - Strategic organizational plans
  - Relevant customer satisfaction data
  - Management reports, including any applicable performance measurement and reporting
  - Information technology infrastructure, including hardware and application inventories, use of field technologies, and system strategic plans

### **Activity 3: Assess Operations**

---

The project team will employ our Six R approach as introduced previously. The approach guides our efforts through data development, issue identification, operational analysis, and creation of recommendations tailored to provide the optimal Public Works and Recreation services.

We will employ a variety of review and analysis techniques to develop recommendations that will ultimately improve the department's operational performance. We will evaluate the organization and structure of the organization to assess its impacts on program operations now and in the future. We will look at both the organizational alignment of the department, as well as how it integrates with the overall structure of your government. We will conduct the assessment from the following aspects of organizational design:

- The number of organizational levels and reporting procedures and the impacts on the size and composition of the organization's command structure
- Alignment of leadership, management, and supervision
- Relative importance of specific operations regarding organizational placement
- Adequacy of communication and coordination between and among operating units
- Spans of control and management supervision
- Overlapping or duplicated functions

- Clear lines of authority and responsibility
- Sufficiency of supervisory ratios
- Distinct work units to carry out important functions

Next, we leverage the prior activities to define appropriate staffing levels based upon the organizational, policy, and process reviews. The Novak Consulting Group project team will employ a holistic approach using a variety of staffing assessment mechanisms. This approach incorporates a department's desired set of program service levels, its budgetary capacity, the skills and training of the current workforce, its access to technology, and many other non-numeric drivers.

As part of our review, we will identify best practices and determine where gaps may exist in the Department's current delivery of services. We will develop recommendations for closing those gaps and improving efficiency, based on available resources. Additionally, recommendations for streamlining processes, reallocating personnel, and other appropriate recommendations will be prepared and reviewed with the project team.

#### **Activity 4: Prepare Project Deliverables**

At the completion of the above tasks, The Novak Consulting Group will prepare a summary of our observations and initial recommendations. We will meet with the City to review the summary. Additional follow-up on issues or analysis will be conducted as needed.

The Novak Consulting Group will then prepare a draft report. The report will include an executive summary, our methodology and approach, and a thorough description of all recommendations for the department. The draft report will be provided to the City for review for factual accuracy and to discuss content and approach. Based on feedback from the City, we will prepare the final report.

The final report will include the Roadmap introduced previously to provide additional detail on recommendations and to support implementation efforts by the City. The Roadmap includes the implementation steps necessary for each recommendation, as well as cost estimates where appropriate.

## **Price Proposal and Timeline**

The total, fixed price to complete the scope of work outlined in this proposal is \$37,400, including all professional fees and expenses. It is our practice to invoice clients monthly, based on work completed.

We anticipate the assessment will require approximately 14 weeks to complete, and our project team is available to begin this engagement in October.

## Attachment A – Project Team Resumes

### Michelle L. Ferguson, Organizational Assessment Practice Leader

Michelle has over 20 years of management experience in local government, and she currently serves as the organizational assessment practice leader for The Novak Consulting Group. She has been with the firm since its inception.

As organizational assessment practice leader, Michelle has spearheaded the work of nearly 200 local government reviews in some of the foremost governments across the country. Michelle has completed detailed organizational reviews of entire jurisdictions and recommended improvements to structure, staffing, and processes within departments of all sizes. Specific department reviews have included development review, parks and recreation, public works, human services, human resources, capital budgeting, and finance.

As a LEAN certified professional, Michelle excels at helping local governments continuously improve and rely on data-based decisions to make informed choices about services to the public. She is skilled in project management, process improvement strategies, performance measurement, consent building, and public process design. Additionally, she has provided customized training in the development and use of performance measures to assist numerous organizations continuously improve service delivery.

Michelle is also a skilled facilitator, able to bring diverse groups of people together to articulate shared visions and priorities. She has lead strategic planning engagements at the community, organizational, and department levels, and she has facilitated numerous staff and governing body retreats.

Michelle began her consulting career in 2005 following 10 years of direct experience in local government management, which included serving as assistant county manager in Arlington County, Virginia. During her tenure with Arlington County, Michelle oversaw the daily management and implementation of the County's capital program. She also led the organization-wide performance measurement initiative establishing their Balanced Scorecard. Prior to Arlington County, Michelle served as assistant city manager in Overland Park, Kansas.

Michelle earned a bachelor's degree in political science from Loyola University-Chicago and a master's degree in public administration from the University of Kansas. She is a member of the International City/County Management Association. She also served as the president of the Metropolitan Association of Local Government Assistants in Washington, D.C and has presented at state and national conferences on topics such as strategic planning, effective governing bodies, and council-staff relations.

#### EDUCATION

- Master of Public Administration, University of Kansas
- Bachelor of Arts, Loyola University - Chicago

#### INDUSTRY TENURE

- 24 years
- Consulting, 14 years
- Local Government, 10 years

## Ronald L. Norris, P.E., Public Works Specialist

Ron is a seasoned public works leader, bringing more than 30 years of experience in a broad range of technical and managerial disciplines. He served as national president of the American Public Works Association (APWA) and was on their Board of Directors for nine years. He also served as president of the National Association of State Facility Administrators. He was selected as an APWA Top Ten Public Works Leader and received the Mid-America Regional Council's Regional Leadership Award for his leadership in regional stormwater solutions, a regional program to coordinate traffic signalization throughout the two-state region, and the design and development of infrastructure that is functional and enhances community appearance.

Most recently he served as director of public works for the City of Olathe, Kansas, a city of more than 130,000 in the Kansas City Metro region. He led the consolidation of 3 disparate departments into a single cohesive unit of more than 300 employees. The organization received its first Accreditation by APWA under his leadership. The Department included solid waste, water and sewer utilities, fleet management, engineering, construction management, city planning and development, and street maintenance. He initiated an asset management program that resulted in sustainable and comprehensive utility financial and infrastructure management.

Prior to that he served as public works director for Lenexa, Kansas where he created the acclaimed "Rain to Recreation" program. This effective, sustainable stormwater management program provided amenities that are highly valued by Lenexa residents. He led the design and construction of many infrastructure elements including miles of roadways, bridges, and interchanges that are utilitarian, attractive, unique, and cost-effective. He also led Lenexa Public Works to its first Accreditation by APWA.

He served as deputy director of public works for Clark County, Nevada which includes the Las Vegas Metro area. He developed roadways and alternative transportation for the rapidly growing area. He worked with resorts and other developers to address critical infrastructure needs resulting from the explosive growth.

Ron also served as director of design and construction for the State of Missouri. He managed the development and presentation of the State's capital improvement program. He oversaw the design and construction of all state government facilities such as prisons, hospitals, office buildings, and state schools. He also directed the maintenance and repair of all state government general purpose facilities, including the Capitol Complex.

As director of community development for Liberty, Missouri, Ron directed the planning department, water and sewer utilities, engineering, construction, planning, code enforcement, and the building department. He also led the formation of the City's first Housing Authority and the development and implementation of the City's first housing program.

Ron has an undergraduate degree in civil engineering from the University of Missouri and a master's degree in public administration from the University of Kansas. He is a registered professional engineer in Missouri and Kansas. He presently serves as chair of APWA's Certification Commission, serves on the International Affairs Committee, and is on APWA's Advisory Council.

### EDUCATION

- Master of Public Administration, University of Kansas
- Bachelor of Science, Civil Engineering, University of Missouri

### PROFESSIONAL CERTIFICATIONS

- Licensed Professional Engineer, Missouri and Kansas

### INDUSTRY TENURE

- 30+ years
- Consulting, 6 years
- Local Government, 30 years
- State Government, 12 years
- Regional Agency, 2 years

## **Joshua Rauch, Associate**

In his career with The Novak Consulting Group, Josh has been involved in over 40 organizational assessments, including 11 organization-wide reviews where he evaluated multiple departments and functions.

While these assessments have spanned all major local government functions and departments, Josh has significant experience in human resources, community development, and police staffing reviews. Notable projects where Josh has applied these skills include a human resources reviews for Lee's Summit, Missouri; a community development review for Charlottesville, Virginia; and a police staffing analysis for Aurora, Colorado.

### **EDUCATION**

- Master of Public Administration, University of Kansas
- Bachelor of Arts, Political Science, University of Dayton

### **INDUSTRY TENURE**

- 9 years
- Consulting, 3 years
- Local Government, 6 years

Josh also leverages his consulting expertise to explore unique questions and challenges faced by clients. For example, he worked with the City of Boulder, Colorado to evaluate the cost effectiveness of contracting for custodial services, and to develop a financial model that calculated the estimated impact of living wage requirements on City employees and contractors. Josh has also been involved in several strategic planning projects as part of his work with TNCG.

Josh's analytical expertise is bolstered by a local government career with roots in neighborhood services, as well as community and economic development. Prior to working for TNCG, Josh served as the Deputy Economic Development Administrator in the City of Springfield, Ohio. While there, he assisted with business retention and expansion activities, provided staff support for tax incentive negotiations and reporting, and helped develop the City's marketing strategy. Prior to Springfield, he worked for the City of Mission, Kansas, where he managed the City's property maintenance code enforcement program, neighborhood assistance programs, and information technology contracts.

While in local government, Josh worked on a wide variety of special projects, including sustainability inventories and planning, social media engagement, information technology adoption, and performance measurement. Many of these projects had strong linkages to community members and impacts on staff, and Josh relies on this experience to guide his work with local government clients.

Josh earned a bachelor's degree from the University of Dayton and a master's degree in public administration from the University of Kansas. He is a member of the International City/County Management Association and the Ohio City/County Management Association.

## Andy Lancer, Analyst

Andy joined The Novak Consulting Group in 2018. Prior to this, Andy spent three years as the Assistant Director of the Center for Local Government in Ohio.

The mission of the Center for Local Government is to improve public service delivery by municipalities in the Greater Cincinnati metropolitan area through improved information exchange, cost reductions, shared resources, interjurisdictional collaboration, and new approaches to capital equipment and skills acquisition.

While at the Center, Andy was responsible for all program development for its member jurisdictions. Topics included the development of solid waste and energy consortiums, salary studies, fire department analyses, an online benchmarking database of municipal services, and a spot survey program.

Prior to the Center, Andy worked for the Hamilton County, Ohio Public Defender where he focused on modernizing the office's policies and procedures and strategic communication with its external stakeholders.

Andy earned a bachelor's degree in political science from Xavier University and a master's degree in public administration from Northern Kentucky University.

### EDUCATION

- Master of Public Administration, Northern Kentucky University
- Bachelor of Art, Xavier University

### INDUSTRY TENURE

- 7 years
- Local Government, 7 years

## Claire Pritchard, Analyst

Claire joined The Novak Consulting Group in 2018 following five years of service with Dakota County, Minnesota where most recently she held the position of Assistant to the County Manager.

While with Dakota County, Claire coordinated the County's legislative agenda, assisted in development of the annual budget, and conducted financial impact analyses and process improvement efforts for a variety of County functions. Claire also coordinated the County's transition to a new form of government in 2013.

As a student at the University of Chicago, Claire served as a policy intern with the National Association of Regional Councils where she developed an educational program on the work of regional councils. She was also the associate editor for international development for the Chicago Policy Review.

Claire earned a bachelor's degree in political science from the University of Chicago and a master's degree in public policy from the University of Chicago Harris School of Public Policy. She is a member of the International City/County Management Association and is a former ICMA Local Government Management Fellow.

### EDUCATION

- Master of Public Policy, University of Chicago
- Bachelor of Art, University of Chicago

### INDUSTRY TENURE

- 5 years
- Local Government, 5 years

*The Novak Consulting Group*  
*Strengthening organizations from the inside out.*

## **AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of \_\_\_\_\_, a municipal corporation (hereinafter referred to as the "City" and The Novak Consulting Group (hereinafter referred to as the "Novak").

### **RECITALS**

WHEREAS, City wants to conduct an organizational assessment, and

WHEREAS, Novak has unique knowledge of municipal governments, and a demonstrated ability to assist in accomplishing the objectives of City; and

WHEREAS, City desires to engage Novak to assist in the organizational assessment and Novak is willing to provide such services;

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of services.** Novak shall assist the City by executing the project described in the proposal submitted dated \_\_\_\_\_, which is hereby incorporated herein by reference as Exhibit A in a satisfactory and proper manner in accordance with direction provided by the Council, or its designee.

2. **Time of Performance.** Services of Novak shall be available upon receipt of an approved copy of this Agreement and shall be undertaken and completed in accordance a schedule of performance that is developed at the first meeting and is satisfactory to the City.

3. **Compensation and Method of Payment.** Novak will invoice City for services rendered as work is performed on the project, based on the submission of invoices monthly. The total amount of payment in accordance with this agreement shall not exceed \_\_\_\_\_. Payment will be made by the City within 30 days of receiving invoices. Invoices will be provided to the City electronically, via email.

4. **Independent Novak.** Neither Novak nor its employees are considered to be employees of the City, for any purpose whatsoever. Novak is an independent contractor in the performance of the services herein described.

5. **Personnel.** Novak represents that it has, or will secure at its own expense, all personnel required in performing all the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. All the services required hereunder will be performed by Novak or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

6. **Discrimination Prohibited.** In performing the services required hereunder, the Novak shall not discriminate against any person based on race, color, religion, sex, national origin or

ancestry, sexual orientation, age, physical handicap, or disability as defined in the American With Disabilities Act of 1990, as now enacted or hereafter emended.

7. **Assignability**. Novak shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

8. **Termination for Convenience of City**. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to Novak. If Novak is terminated by the City as provided herein, Novak will be paid for the services performed to the time of termination.

9. **Construction and Severability**. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

10. **Entire Agreement**. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

11. **Applicable Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of \_\_\_\_\_, and the laws, rules, and regulations of the

**IN WITNESS WHEREOF**, the City and Novak have executed this Agreement as of the date first above written.

**The Novak Consulting Group**

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(signature)

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Julia Novak, President

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Title

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Date

**EXHIBIT A**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT - IT SERVICES AND PUBLIC SAFETY SOFTWARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR ADMINISTRATIVE SERVICES

**SYNOPSIS**

A resolution has been prepared to authorize an addendum to the Interlocal Cooperation Agreement with Sarpy County for Information Technology Services and Public Safety Software.

**FISCAL IMPACT**

The FY19/20 Biennial Budget provides funding for the proposed services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City has been operating under an Interlocal Agreement with Sarpy County Information Systems to provide Information Technology (IT) and Public Safety Software services which is scheduled to expire September 30, 2018. On September 26, 2017, the City and Sarpy County combined the IT Services Interlocal and the Public Safety Software Interlocal Agreements into one IT Services and Public Safety Software Interlocal Agreement. The City has worked with Sarpy County officials on this amended agreement for IT and Public Safety Software services for one year extension (expiring September 30, 2019). Both the original Interlocal Agreement (2017) and the Amendments to the agreement are included.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN SARPY COUNTY AND THE CITY OF LA VISTA FOR IT SERVICES AND PUBLIC SAFETY SOFTWARE

WHEREAS, the City has been operating under an Interlocal Agreement with Sarpy Information Systems for the provision of IT services and Public Safety software; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the proposed services; and

WHEREAS, the City, working with Sarpy County Information Services, has prepared an addendum to the agreement for continued IT services and Public Safety software until September 30, 2019;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the proposed addendum to the interlocal agreement between Sarpy County and the City of La Vista regarding IT Services and Public Safety Software for the City of La Vista is hereby approved, and authorizing the Mayor and City Clerk to execute said addendum on behalf of the City of La Vista in form and content approved by the City Administrator.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## **INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and City of LaVista located in the County of Sarpy, State of Nebraska (hereinafter "City"), pursuant to the authority granted the parties under Neb. Rev. Stat. §13-801, *et seq.*

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska;

WHEREAS, the City wishes to utilize the resources of the County's Information Systems Department and to fairly compensate the County for the expense of said services; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*, the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND  
FOREGOING, IT IS AGREED:

A. **DUTIES OF COUNTY:** County will, in consideration of the above:

1. Provide certain Information Technology Support Services and Public Safety Records Management Systems Support Services to the City, as further outlined the Statements of Work and Service Level Agreements, attached hereto and hereby incorporated by this reference as "Attachment A" and "Attachment B" respectively.
2. Provide City with monthly reports detailing the activities performed by County during subsequent months under the terms of this agreement.
3. Keep all city data and information confidential, unless required to disclose said data or information pursuant to a court order or law.
4. Provide all Administrative Passwords in a sealed envelope upon request of the City. City will be notified when Administrative Passwords have been

changed. City will notify immediately Sarpy County Information Systems if the sealed envelope is opened.

5. Maintain Cyber Security Insurance in the amount of at least three (3) million dollars.

**B. DUTIES OF CITY:**

1. City shall compensate the County for Information Technology Support Services in the amount of \$40,375 annually. Said annual compensation represents 475 hours of Information Technology Support Services. Should the City exceed 475 hours of Information Technology Support Services, the City shall compensate the County at the rate of \$85 per hour. In the event that this Agreement is terminated prior to the end of its term, City's obligation to pay County shall be limited to an amount prorated for services described in this subsection.
2. City shall compensate the County for Public Safety Records Management Systems Support Services in the amount of \$9,384 annually. Said costs are detailed in the document attached hereto and hereby incorporated by this reference as "Attachment C." In the event that this Agreement is terminated prior to the end of its term, City shall be obligated to pay in full for the services described in this subsection.
3. For the services and compensation described in Sections B.1. and B.2. (above), City shall pay the County a total of \$49,759 in four (4) equal quarterly installments (three months), with the first payment due October 1, 2017, and with subsequent payments at three (3) month intervals thereafter.
4. City shall also be responsible for the cost of any parts or hardware necessary, including the cost of shipping. In the event County uses parts or hardware in the County's inventory on the City's system, City shall reimburse County for the cost to County to replace said parts or hardware, or the original cost to County for the purchase of said parts or hardware, whichever is greater, within sixty (60) days. The County may utilize

vendor accounts setup by the City with the City's permission to purchase replacement parts as required.

5. City will grant to County such access to the City's facilities and network resources as needed for the County to perform its duties as described herein.

C. **Exclusion of other Agreements:** The terms of this agreement do not release either party from their respective obligations in any previous agreements between the parties.

D. **Compliance With Laws:** City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this Agreement.

E. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.

F. **Term of Agreement and Changes Hereto:** This Agreement is effective from October 1, 2017 through September 30, 2018 but may be terminated by either party upon 120 days' notice. This Agreement states the complete understanding of the parties, and may not be amended except by written agreement of the parties. Notice to parties shall be given in writing to the individuals shown below:

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

CITY: Ms. Pam Buethe  
LaVista City Clerk  
8116 Park View Boulevard  
LaVista, NE 68128

G. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.

H. **Neither Party Agent for the Other:** Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

[The remainder of this page is intentionally blank]

**EXECUTED IN DUPLICATE** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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**CITY OF LAVISTA NEBRASKA,**  
A Body Politic and Corporate.

---

Mayor

(SEAL)

ATTEST:

---

City Clerk

**COUNTY OF SARPY, NEBRASKA,**  
A Body Politic and Corporate.

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Chairman,  
Board of Commissioners of  
Sarpy County, Nebraska

(SEAL)

ATTEST:

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Sarpy County Clerk

## Attachment A

# **Sarpy County Information Systems Technical Support Statement of Work and Service Level Agreement**

## **Section I: Technical Support Information**

### **County Work Days (normal working hours)**

Sarpy County Information Systems (SCIS) will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is always answered between the hours of 7:30 a.m. and 5:00 p.m. Central Time (CT) on all County work days. County Holidays are defined below; any defined date holiday that falls on Saturday will be observed on the preceding Friday, and any defined date holiday that falls on Sunday will be observed on the following Monday.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 @ Noon
Christmas Day	December 25

### **County Holidays that do not coincide with City Holidays Support**

SCIS will work with the City to provide technical support on County Holidays that do not coincide with City Holidays. SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent issues (level 1 and 2 on Severity Level Chart, Appendix #1).

### **Weekend and after Normal Working Hours Support**

SCIS will provide telephone support on weekends and after normal working hours (see County Work Days above). SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent (level 1 and 2 on Severity Level Chart, Appendix #1) issues. SCIS will work scheduled events after hours or on weekends when needed. An example of a scheduled event would be to upgrade a server or network device.

### **Support Response Time**

SCIS will typically respond to a support call immediately (via Help Desk) but may require (1) hour for initial contact. If the support requires on-site response, SCIS will be on-site within three (3) hours or at a mutually agreed scheduled time. Initial contact may consist of a phone call, email, or face-to-face response.

### **Support Reporting**

SCIS will provide the City a monthly detailed report containing a description and the amount of time for each incident. This report will be emailed to the designated City employee(s) by the 10<sup>th</sup> day of the following month the report is for. SCIS will also provide monthly an annual summary report indicating the number of incidents and the total amount of time provided by SCIS.

SCIS will provide in the monthly report an indicator for when warranty work was performed on hardware.

## **Section II: Technical Equipment Inventory**

SCIS will maintain an inventory of all technical equipment for the City. SCIS will also affix City provided asset tags if requested. SCIS will provide the City a copy of the Inventory quarterly (every three months) for review.

Personal computers, laptops, and server inventory information maintained by SCIS will be: manufacturer, hard-drive capacity, amount of memory (RAM), model, CPU type and speed, serial #, asset tag #, Installed licensed software, purchase price, date purchased, warranty expiration, location, etc.

Other technical equipment inventory information maintained by SCIS will be specific by device type but will be similar to what is kept for personal computers (above).

SCIS will relocate/move technical equipment as needed or requested. This helps ensure that equipment is handled appropriately and that inventory records can be updated.

## **Section III: Technical Equipment Diagnosis and Repair**

### **Personal Computers, laptops, notebooks, and servers**

#### **Warrantied items**

- Provide hardware diagnosis and repair.
- Contact vendor and have failed warrantied part(s) shipped.
- Replace part(s) and ship failed part(s) to vendor. (City/Vendor responsible for shipping)

#### **Non-Warrantied items**

- Provide diagnosis and provide City with estimate to repair/replace.
- Order and repair/replace item. (City responsible for replacement item)

#### **Printers, plotters, and scanners**

- Assess inoperable printers and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

#### **Network Equipment**

- Configure hubs, switches, and routers.
- Provide hardware diagnosis and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

#### **Other technical Equipment**

- Assess inoperable devices and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

### **Section IV: Software**

#### **SCIS will:**

- Maintain an inventory of all software licenses.
- Provide written recommendations on PC/Server software with justification and estimated cost.
- Perform software installation.
- Ensure Server Operating Systems are properly patched/updated as needed.
- Work with individual departments on the use and implementation of various custom software packages.

## **Section V: Technical Training**

SCIS will make available technical training for city employees.

Sarpy County currently has a Technical Training Contract and a facility with up to ten workstations for training on various PC software. The classes are usually 3 hours in length and are scheduled from 9:00-noon or 1:00-4:00. The various software packages include the Microsoft Office Suite of products (Word, Excel, Outlook, PowerPoint, and Access), Crystal Reports, iPad, and the Windows Explorer.

## **Section VI: Consulting**

SCIS staff will be made available (if requested):

- To review and/or make recommendations for various Information Technology projects that the City may consider or undertake.
- Attend various meetings as needed, including City Council meetings.
- To act as a liaison between technology vendors and the City.
- To recommend technology vendors or products for the City.
- Assist in budget recommendations and/or planning.

SCIS will attempt to provide the same individual(s) to ensure cohesion on projects.

## **Section VII: Budget Recommendations**

SCIS staff will provide the City, by May 1<sup>st</sup> of each calendar year (or agreed upon date), a detailed assessment of the current I.T. infrastructure and make recommendation(s) to meet the City's goals for the next budget cycle.

## **Section VIII: Security**

SCIS currently has a Information Security Analyst on staff. The Information Security Analyst or his assignee will be made available to address security concerns/incidents.

SCIS will also work with the City to provide "End User Security Awareness" Training.

SCIS will make various recommendations to the City to aid in securing the City's I.T. assets and data.

## **Section IX: Miscellaneous**

It is the goal of SCIS to provide the City with the best possible technical support, while simplifying payment with a annual price to cover the Interlocal agreement. If the City appears to be nearing the limit of agreement, SCIS will notify the City. Additional work exceeding the hours in the agreement will be billed at \$85 per hour in increments of 1/4 hour (15 minutes) billed on a monthly

basis.

SCIS will work with the City to obtain pricing for software and hardware through various governments contracts available. SCIS will provide quotes through various sources to provide the City with the best possible pricing.

SCIS will maintain an accurate network diagram for the City.

## **Section X: Exclusions**

This agreement does not include GIS services or software programming/development.

Any research or discovery from backups and/or archives of email is excluded from this agreement. SCIS will respond to such a request with a detailed estimate of the work and materials required to perform such request. The City may then request that such work be performed. SCIS will perform such work and submit a detailed invoice stating the type of work and the number of hours. Payment is due NET 30. Pricing for hourly work by SCIS staff will be \$85 per hour.

## Severity Level Definitions

Appendix #1

Level	Description	Scope	Example
1 (high)	A major outage, performance degradation, or instability causing significant impact to the City.	Many/Most staff unable to function Mission Critical System Down Mission Critical Application Down Mission Critical Server/Circuit Down	Email Server Down Internet not working Server unreachable
2	Large number of staff impacted. Entire office, department or building is experiencing a problem. Small number of staff unable to use a mission critical application.	Multiple staff unable to function Major Performance Issues Multiple staff utilizing contingencies	Network Switch out Phone issues WAN down
3	Individual unable to use non-mission critical application(s). Individual can work with minimal impact to their productivity.	Individual having difficulty, but basically operational.  Individual unable to carry out their tasks.	Issue with Software One of two monitors fail Recover a document/file
4 (low)	Individual request or problem that does not impact business.	Individual needs information Install, Move, Add, Change something Simple question or problem Needs a "How to" answer Procedural question	Change font size Find a file, change name

## Attachment B

### Public Safety Records Management Systems and Infrastructure

#### Statement of Work / Service Level Agreement

1. Sarpy County will remit payment to various vendors and service providers for the continuous service of :
  - a. Motorola Law Records Management System
  - b. Zoll Data Fire Records Management System (via Motorola)
  - c. Motorola Premier Mobile Data Computer Client Software
  - d. Motorola Premier Mobile Data Computer Hosting (via Douglas County)
  - e. Netmotion Software
2. Sarpy County will provide the infrastructure and resources to operate and support the:
  - a. Motorola Law Records Management System
  - b. Fire Records Management System
  - c. Electronic Patient Care Reporting System (Zoll Data)
  - d. Netmotion Server to support Netmotion Clients
3. Sarpy County will provide redundancy for the systems:
  - a. Warm Site. Sarpy County will provide a warm site for Hosted Services and Storage that will be maintained at an alternate location (not at the Courthouse).
  - b. Warm Site Response Time. Warm Site startup may take up to 4 hours.
4. Sarpy County will provide backup, file recovery, and disaster recovery:
  - a. Online Backup. Sarpy County will store a backup off-site, generally secured in a cloud-based solution.
  - b. File Recovery. Sarpy County will provide for File Recovery for the City for Public Records Management System related files on Sarpy County hosted systems.
  - c. Disaster Recovery. Sarpy County will work to restore services in the event of disaster. Recovery may take up to 24 hours.

**5. Sarpy County will provide data connectivity:**

- a. Sarpy County will provide fiber service to each City.
- b. Communications services are reliant on a third party to maintain, Sarpy County cannot control the connectivity up-time or recovery time on a failure. Current communications contracts with fiber service provider states that service should be recovered within 8 hours.

## Attachment C

### Records Management Software Maintenance Costs

For all Infrastructure (Hosted Services) Cost the pricing matrix in HSP-Table-1 is used.

HSP-Table-1

<b>Hosted Services Pricing (Monthly) 2013-2017 Pricing</b>		
<b>Item</b>	<b>Unit</b>	<b>Cost</b>
CPU	Core	\$25.00
Memory	GB	\$5.00
Storage	GB	\$0.25
Bandwidth	Fiber	\$100.00
Backup/Replication*	GB	\$0.15

Support will continue to be provided by Sarpy County Information Systems staff but each support call will be logged by Agency and Product to ensure that support hours are being accounted for under the appropriate City Interlocal Agreement. Below are the FY18 Software Maintenance Costs - these costs do **NOT** include infrastructure costs (Storage, Servers, CPU, Backup).

<b>Due/Expiration Dates for Software Licensing</b>		
<b>Item</b>	<b>Date</b>	<b>Amount</b>
LRMS (Motorola)	Oct 1, 2017	\$33,247
PMDC Client Software (Motorola)	Oct 1, 2017	\$22,088
Netmotion Client Software (Netmotion)	Aug 1, 2017	\$6,195
PMDC Hosting (Douglas Co.)	Jul 1, 2017	\$5,566
FRMS (Zoll Data, through Motorola)	Oct 1, 2017	\$10,939

## Attachment C

### Records Management Software Maintenance Costs

#### Expenditures by Agency

Note: FRMS/ePCR costs are equally divided between Bellevue and Papillion (see page 6).

<b>City of Bellevue</b>					
<b>Dept.</b>	<b>PMDC (Software)</b>	<b>PMDC (Netmotion)</b>	<b>LRMS</b>	<b>FRMS/ePCR</b>	<b>Total</b>
FD	\$3,851	\$978		\$6,016	\$10,845
PD	\$11,554	\$1,589	\$13,570		\$26,713
	<b>\$15,405</b>	<b>\$2,567</b>	<b>\$13,570</b>	<b>\$6,016</b>	<b>\$37,558</b>
<b>City of Papillion</b>					
<b>Dept.</b>	<b>PMDC (Software)</b>	<b>PMDC (Netmotion)</b>	<b>LRMS</b>	<b>FRMS/ePCR</b>	<b>Total</b>
FD	\$3,026	\$489		\$6,016	\$9,531
PD	\$6,327	\$916	\$5,539		\$12,782
	<b>\$9,353</b>	<b>\$1,405</b>	<b>\$5,539</b>	<b>\$6,016</b>	<b>\$22,313</b>
<b>City of La Vista</b>					
<b>Dept.</b>	<b>PMDC (Software)</b>	<b>PMDC (Netmotion)</b>	<b>LRMS</b>	<b>FRMS/ePCR</b>	<b>Total</b>
PD	\$4,126	\$550	\$4,708		\$9,384
	<b>\$4,126</b>	<b>\$550</b>	<b>\$4,708</b>	<b>\$0</b>	<b>\$9,384</b>
<b>Sarpy County Sheriff</b>					
<b>Dept.</b>	<b>PMDC (Software)</b>	<b>PMDC (Netmotion)</b>	<b>LRMS</b>	<b>FRMS/ePCR</b>	<b>Total</b>
SCSO	\$11,004	\$2,261	\$13,293	\$0	\$26,558
SCPS IT		\$61			\$61
	<b>\$11,004</b>	<b>\$2,322</b>	<b>\$13,293</b>	<b>\$0</b>	<b>\$26,619</b>

**Attachment C**  
**Records Management Software Maintenance Costs**

**LRMS Software with Infrastructure Costs**

LRMS-Table-1 shows the cost of the software maintenance and the cost of the Server, Storage, and backup resources (Infrastructure Costs) to operate the LRMS product in the Sarpy County hosted environment.

LRMS-Table-1

LRMS (FY17 Expenditures)		
Item	Annual	Description
LRMS – Software Maintenance	\$33,247	Software End-of-Life is 08/31/2018
LRMS – Database Storage	\$375	125 GB
LRMS – Hardware (Hosted @ Sarpy)	\$2,580	4 CPU x 4GB x 380GB
LRMS - Backup/Remote Backup	\$909	380 + 125 = 505GB
	<b>\$37,111</b>	<b>TOTAL LRMS</b>

LRMS-Table-2 shows what the above costs of the software and infrastructure costs will be if distribution was done by each agency by sworn officer count. Sarpy County Sheriff is shown at 96 as this is the count not including jail staff that are sworn (34). The numbers used are the budgeted positions, not the actual staff.

LRMS-Table-2

LRMS Expenditure by Agency (Sworn)				
Law Agency	Sworn	LRMS Total	Agency %	Total
Bellevue PD	98	\$37,111	36.57%	\$13,570
Papillion PD	40	\$37,111	14.93%	\$5,539
La Vista PD	34	\$37,111	12.69%	\$4,708
Sarpy County Sheriff	96	\$37,111	35.82%	\$13,293
<b>Totals</b>	<b>268</b>			<b>\$37,111</b>

## Attachment C

### Records Management Software Maintenance Costs

#### PMDC and Netmotion with Infrastructure Costs

PMDC-Table-1 are the estimated FY 18 expenditures for the MDC infrastructure. PMDC-Table-2 and PMDC-Table-3 breakdown the PMDC and Netmotion expenditures by Agency and Department.

PMDC-Table-1

Premier Mobile Data Computer (FY18 Est. Expenditures)		
Item	Annual	Description
PMDC Software Maintenance	\$34,323	Premier Mobile Data Computer maintenance agreement for Mobile Data Computers in Law Enforcement vehicles and Fire/EMS apparatus
PMDC Message Switch Maintenance	\$5,566	Sarpy has MOU with Douglas County Sheriff, Omaha Fire Dept. We share the cost of the PMDC Message Switch Server License.
<b>PMDC TOTAL</b>	<b>\$39,889</b>	
Netmotion Software Maintenance	\$6,195	Used by all Sarpy Public Safety units with MDC. Software manages the communications.
Netmotion Hardware (Hosted at Sarpy)	\$648	1 CPU x 4GB x 35GB
<b>Netmotion TOTAL</b>	<b>\$6,843</b>	
<b>Total Both (FY18)</b>	<b>\$46,732</b>	

PMDC-Table-2

Premier Mobile Data Computer Licensing (PMDC)					
Agency	Mobile	Desk	%	Cost	Share
Bellevue Fire	14		9.66%	\$39,889	\$3,851
Papillion Fire	11		7.59%	\$39,889	\$3,026
Bellevue PD	42		28.97%	\$39,889	\$11,554
La Vista PD	15		10.34%	\$39,889	\$4,126
Papillion PD	18	5	15.86%	\$39,889	\$6,327
Sarpy County Sheriff	40		27.59%	\$39,889	\$11,004
Public Safety I.T.	0			\$39,889	\$0
<b>Totals</b>	<b>140</b>	<b>5</b>			<b>\$39,889</b>

## Attachment C

### Records Management Software Maintenance Costs

PMDA-Table-3

<b>Premier Mobile Data Computer Licensing (NetMotion)</b>				
<b>Agency</b>	<b>NetMotion</b>	<b>%</b>	<b>Cost</b>	<b>Share</b>
Bellevue Fire	16	14.29%	\$6,843	\$978
Papillion Fire	8	7.14%	\$6,843	\$489
Bellevue PD	26	23.21%	\$6,843	\$1,589
La Vista PD	9	8.04%	\$6,843	\$550
Papillion PD	15	13.39%	\$6,843	\$916
Sarpy County Sheriff	37	33.04%	\$6,843	\$2,261
Public Safety I.T.	1	0.89%	\$6,843	\$61
<b>Totals</b>	<b>112</b>			<b>\$6,843</b>

## Attachment C

### Records Management Software Maintenance Costs

#### FRMS and ePCR with Infrastructure Costs

Currently only Bellevue Fire (BFD) and Papillion Fire (PFD) utilize the FRMS product. ePCR software maintenance costs and licenses are currently being handled and managed by BFD and PFD. Sarpy County hosts both the FRMS and ePCR systems on the County's infrastructure.

#### Proposed Costs

Bellevue Fire and Papillion Fire should share the maintenance and hardware hosting costs for the FRMS and ePCR systems. The table below (FRMS-Table-1) shows the expected future costs for the software maintenance and Sarpy County hosting services for these systems.

FRMS-Table-1

<b>FRMS and ePCR (FY18 Expenditures)</b>		
<b>Item</b>	<b>Annual</b>	<b>Description</b>
FRMS – Software Maintenance	\$10,939	FRMS Software
FRMS Hardware (Hosted at Sarpy)	\$870	2 CPU x 2GB x 50GB
FRMS Database Storage	\$24	7 GB
ePCR Database Storage	\$96	32 GB
FRMS Backup/Remote Backup	\$103	48 + 7 + 2 = 57GB
	<b>\$12,032</b>	<b>TOTAL FRMS</b>

I.S. will continue to support these products and will categorize the hours used to support these products in the monthly reports to the cities. It is recommended that all licensing and support contracts be sent to Papillion FD and Bellevue FD to fund directly (as they currently are).

## **FIRST ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT**

This First Addendum is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter “County”), and the City of La Vista, located in the County of Sarpy, State of Nebraska (hereinafter “City”) and referred to collectively as the Parties, pursuant to the authority granted the parties under Neb. Rev. Stat. § 13-801, *et seq.*

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.*, the Parties entered into Interlocal Agreement via Resolution 2017-394 by which the County agreed to provide I.T. services to the City in consideration of the City’s payment for those services, said agreement being effective as of October 1, 2017.

WHEREAS, the parties desire to amend the above-referenced Agreement by this First Addendum.

It is mutually agreed between the parties that the following terms and conditions are hereby amended to read as follows:

**B. Duties of City:**

1. City shall compensate the County for Information Technology Support Services in the amount of \$40,375 annually. [The remainder of this paragraph is unchanged.]
2. City shall compensate the County for Public Safety Records Management Systems Support Services in the amount of \$5,282 annually. [The remainder of this paragraph is unchanged.]
3. For the services and compensation described in Sections B.1. and B.2. (above) City shall pay the County a total of \$45,657 in four (4) equal quarterly installments (three months), with the first payment due October 1, 2018, and with subsequent payments at three (3) month intervals thereafter.

...

6. In the event of a need for a call for support to Motorola, Sarpy County will pay the bill for time and material, with the understanding that the City will reimburse the County for their percentage of said bill for time and material, according to the percentage of SWORN officers of the City as set forth in LRMS Table 2 of Attachment C-1.
7. The County will bill each City Agency quarterly for their share of the time and material.

**F. Term of Agreement and Changes Hereto:** This agreement is effective from October 1, 2018 through September 30, 2019 but may be terminated by either party upon 120 days’ notice. [The remainder of this paragraph is unchanged.]

Additionally, Attachment C of the original agreement is hereby rescinded in its entirety and replaced by Attachment C-1, which is attached hereto.

All other terms and conditions of the Agreement shall remain in full force and effect.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF LA VISTA, NEBRASKA**  
A Body Politic and Corporate.

---

Mayor

(SEAL)  
ATTEST:

---

City Clerk

**COUNTY OF SARPY, NEBRASKA,**  
A Body Politic and Corporate.

---

Chairman, Board of Commissioners of Sarpy County

(SEAL)  
ATTEST:

---

Sarpy County Clerk

Approved as to form:

---

Deputy Sarpy County Attorney

## Attachment C-1

### Records Management Software Maintenance Costs

For all Infrastructure (Hosted Services) Cost the pricing matrix in HSP-Table-1 is used.

HSP-Table-1

<b>Hosted Services Pricing (Monthly) 2013-2017 Pricing</b>		
<b>Item</b>	<b>Unit</b>	<b>Cost</b>
CPU	Core	\$25.00
Memory	GB	\$5.00
Storage	GB	\$0.25
Bandwidth	Fiber	\$100.00
Backup/Replication*	GB	\$0.15

Support will continue to be provided by Sarpy County Information Systems staff but each support call will be logged by Agency and Product to ensure that support hours are being accounted for under the appropriate City Interlocal Agreement. Below are the FY19 Software Maintenance Costs - these costs do **NOT** include infrastructure costs (Storage, Servers, CPU, Backup).

<b>Due/Expiration Dates for Software Licensing</b>		
<b>Item</b>	<b>Date</b>	<b>Amount</b>
LRMS (Motorola)	N/A	0
PMDC Client Software (Motorola)	Oct 1, 2018	\$36,040
Netmotion Client Software (Netmotion)	Aug 1, 2018	\$5,866
PMDC Hosting (Douglas Co.)	Jul 1, 2018	\$5,352
FRMS (Zoll Data, through Motorola)	Oct 1, 2018	\$10,939

## Attachment C-1

### Records Management Software Maintenance Costs

#### Expenditures by Agency

Note: FRMS/ePCR costs are equally divided between Bellevue and Papillion (see page 6).

<b>City of Bellevue</b>					
<b>Dept.</b>	<b>PMDC (Software)</b>	<b>PMDC (Netmotion)</b>	<b>LRMS</b>	<b>FRMS/ePCR</b>	<b>Total</b>
FD	\$3,996	\$931		\$6,016	\$10,943
PD	\$11,989	\$1,512	\$1,262		\$14,763
	<b>\$15,985</b>	<b>\$2,443</b>	<b>\$1,262</b>	<b>\$6,016</b>	<b>\$25,706</b>
<b>City of Papillion</b>					
<b>Dept.</b>	<b>PMDC (Software)</b>	<b>PMDC (Netmotion)</b>	<b>LRMS</b>	<b>FRMS/ePCR</b>	<b>Total</b>
FD	\$3,140	\$465		\$6,016	\$9,621
PD	\$6,566	\$872	\$567		\$8,005
	<b>\$9,706</b>	<b>\$1,337</b>	<b>\$567</b>	<b>\$6,016</b>	<b>\$17,626</b>
<b>City of La Vista</b>					
<b>Dept.</b>	<b>PMDC (Software)</b>	<b>PMDC (Netmotion)</b>	<b>LRMS</b>	<b>FRMS/ePCR</b>	<b>Total</b>
PD	\$4,282	\$523	\$477		\$5,282
	<b>\$4,282</b>	<b>\$523</b>	<b>\$477</b>	<b>\$0</b>	<b>\$5,282</b>
<b>Sarpy County Sheriff</b>					
<b>Dept.</b>	<b>PMDC (Software)</b>	<b>PMDC (Netmotion)</b>	<b>LRMS</b>	<b>FRMS/ePCR</b>	<b>Total</b>
SCSO	\$11,418	\$2,152	\$1,558	\$0	\$15,128
SCPS IT		\$58			\$58
	<b>\$11,418</b>	<b>\$2,210</b>	<b>\$1,558</b>	<b>\$0</b>	<b>\$15,186</b>

**Attachment C-1**  
**Records Management Software Maintenance Costs**

**LRMS Software with Infrastructure Costs**

LRMS-Table-1 shows the cost of the software maintenance and the cost of the Server, Storage, and backup resources (Infrastructure Costs) to operate the LRMS product in the Sarpy County hosted environment.

LRMS-Table-1

LRMS (FY17 Expenditures)		
Item	Annual	Description
LRMS – Software Maintenance	\$0	Software End-of-Life is 08/31/2018
LRMS – Database Storage	\$375	125 GB
LRMS – Hardware (Hosted @ Sarpy)	\$2,580	4 CPU x 4GB x 380GB
LRMS - Backup/Remote Backup	\$909	380 + 125 = 505GB
	<b>\$3,864</b>	<b>TOTAL LRMS</b>

LRMS-Table-2 shows what the above costs of the software and infrastructure costs will be if distribution was done by each agency by sworn officer count. Sarpy County Sheriff is shown at 121, which includes jail staff that are sworn. The numbers used are the budgeted positions, not the actual staff.

LRMS-Table-2

LRMS Expenditure by Agency (FY18 Sworn)				
Law Agency	Sworn	LRMS Total	Agency %	Total
Bellevue PD	98	\$3,864	32.67%	\$1,262
Papillion PD	44	\$3,864	14.67%	\$567
La Vista PD	37	\$3,864	12.33%	\$477
Sarpy County Sheriff	121	\$3,864	40.33%	\$1,558
<b>Totals</b>	<b>300</b>		<b>100.00%</b>	<b>\$3,864</b>

## Attachment C-1

### Records Management Software Maintenance Costs

#### PMDC and Netmotion with Infrastructure Costs

PMDC-Table-1 are the estimated FY 18 expenditures for the MDC infrastructure. PMDC-Table-2 and PMDC-Table-3 breakdown the PMDC and Netmotion expenditures by Agency and Department.

PMDC-Table-1

Premier Mobile Data Computer (FY19 Est. Expenditures)		
Item	Annual	Description
PMDC Software Maintenance	\$36,040	Premier Mobile Data Computer maintenance agreement for Mobile Data Computers in Law Enforcement vehicles and Fire/EMS apparatus
PMDC Message Switch Maintenance	\$5,352	Sarpy has MOU with Douglas County Sheriff, Omaha Fire Dept. We share the cost of the PMDC Message Switch Server License.
<b>PMDC TOTAL</b>	<b>\$41,392</b>	
Netmotion Software Maintenance	\$5,866	Used by all Sarpy Public Safety units with MDC. Software manages the communications.
Netmotion Hardware (Hosted at Sarpy)	\$648	1 CPU x 4GB x 35GB
<b>Netmotion TOTAL</b>	<b>\$6,514</b>	
<b>Total Both (FY18)</b>	<b>\$47,906</b>	

PMDC-Table-2

Premier Mobile Data Computer Licensing (PMDC)					
Agency	Mobile	Desk	%	Cost	Share
Bellevue Fire	14		9.66%	\$41,392	\$3,996
Papillion Fire	11		7.59%	\$41,392	\$3,140
Bellevue PD	42		28.97%	\$41,392	\$11,989
La Vista PD	15		10.34%	\$41,392	\$4,282
Papillion PD	18	5	15.86%	\$41,392	\$6,566
Sarpy County Sheriff	40		27.59%	\$41,392	\$11,418
Public Safety I.T.	0			\$41,392	\$0
<b>Totals</b>	<b>140</b>	<b>5</b>			<b>\$41,392</b>

## Attachment C-1

### Records Management Software Maintenance Costs

PMDA-Table-3

<b>Premier Mobile Data Computer Licensing (NetMotion)</b>				
<b>Agency</b>	<b>NetMotion</b>	<b>%</b>	<b>Cost</b>	<b>Share</b>
Bellevue Fire	16	14.29%	\$6,514	\$931
Papillion Fire	8	7.14%	\$6,514	\$465
Bellevue PD	26	23.21%	\$6,514	\$1,512
La Vista PD	9	8.04%	\$6,514	\$523
Papillion PD	15	13.39%	\$6,514	\$872
Sarpy County Sheriff	37	33.04%	\$6,514	\$2,152
Public Safety I.T.	1	0.89%	\$6,514	\$58
<b>Totals</b>	<b>112</b>	<b>100.00%</b>		<b>\$6,514</b>

## Attachment C-1

### Records Management Software Maintenance Costs

#### FRMS and ePCR with Infrastructure Costs

Currently only Bellevue Fire (BFD) and Papillion Fire (PFD) utilize the FRMS product. ePCR software maintenance costs and licenses are currently being handled and managed by BFD and PFD. Sarpy County hosts both the FRMS and ePCR systems on the County's infrastructure.

#### Proposed Costs

Bellevue Fire and Papillion Fire should share the maintenance and hardware hosting costs for the FRMS and ePCR systems. The table below (FRMS-Table-1) shows the expected future costs for the software maintenance and Sarpy County hosting services for these systems.

FRMS-Table-1

<b>FRMS and ePCR (FY18 Expenditures)</b>		
<b>Item</b>	<b>Annual</b>	<b>Description</b>
FRMS – Software Maintenance	\$10,939	FRMS Software
FRMS Hardware (Hosted at Sarpy)	\$870	2 CPU x 2GB x 50GB
FRMS Database Storage	\$24	7 GB
ePCR Database Storage	\$96	32 GB
FRMS Backup/Remote Backup	\$103	48 + 7 + 2 = 57GB
	<b>\$12,032</b>	<b>TOTAL FRMS</b>

I.S. will continue to support these products and will categorize the hours used to support these products in the monthly reports to the cities. It is recommended that all licensing and support contracts be sent to Papillion FD and Bellevue FD to fund directly (as they currently are).

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT LAW RECORDS MANAGEMENT SYSTEM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

A resolution has been prepared approve an Interlocal Cooperation Agreement for a County-wide Law Records Management System.

**FISCAL IMPACT**

Funding for the La Vista share (78,466) is included in the FY19-20 biennial budget.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In 1999, the four law enforcement agencies in Sarpy County (La Vista, Papillion, Bellevue and Sarpy County) agreed to create and fund a county-wide law enforcement records management system (LRMS). LRMS software from the Printrak Corporation (bought out by Motorola in 2000) was selected and has been in use for over 18 years. Motorola notified Sarpy County in 2015 regarding the software coming to “end of life” in 2018 (meaning Motorola will no longer provide support and maintenance of the software). Since 2015, representatives from the four agencies have met and vetted several LRMS systems. In 2017, the Committee narrowed the selection of a new LRMS system to three companies, and unanimously recommended ProPhoenix. A cost-share formula was developed as well as an Interlocal Cooperation Agreement for funding and implementation of the system.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, NEBRASKA, THE CITY OF PAPILLION, NEBRASKA, AND THE CITY OF BELLEVUE, NEBRASKA FOR A COST SHARING AGREEMENT WITH SARPY COUNTY FOR THE PROPHOENIX LAW RECORDS MANAGEMENT SYSTEM.

WHEREAS, the Parties wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act"); and

WHEREAS, Sarpy County has entered into a Software License and Support Agreement with ProPhoenix for an Integrated Public Safety Software System (attached hereto and incorporated as "Exhibit 2"), a Statement of Work with ProPhoenix (attached hereto and incorporated as "Exhibit 3"), and a Consulting Agreement with Public Safety Consultants, Inc. (hereinafter "PSCI") for project management (attached hereto and incorporated as "Exhibit 4"); and

WHEREAS, ProPhoenix will implement Phoenix Software and other ProPhoenix deliverables as described in Exhibits 2 and 3. ProPhoenix responsibility includes understanding, describing, documenting, coordinating, reporting, and managing the overall Implementation Plan with Sarpy County, pursuant to Exhibits 2 and 3; and

WHEREAS, PSCI will provide project management services for Sarpy County for the implementation of the Agreements with ProPhoenix, pursuant to Exhibit 4; and

WHEREAS, the cities of La Vista, Bellevue and Papillion wish to utilize the services and products of ProPhoenix and PSCI under the same terms and conditions as the County; and

WHEREAS, the cities of La Vista, Bellevue and Papillion desire to enter into a cost sharing agreement with Sarpy County in order to outline the terms of payment for services which shall benefit the cities; and

WHEREAS, the City of La Vista's portion as described in Exhibit 1 is an amount not to exceed \$78,466;

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with Sarpy County, Nebraska, the City of Papillion, Nebraska, and the City of Bellevue, Nebraska for a cost sharing agreement with Sarpy County for the ProPhoenix Law Records Management System.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

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Douglas D. Kindig, Mayor

ATTEST:

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Pamela Buethe, CMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and Cities of Bellevue, Nebraska; La Vista, Nebraska; and Papillion, Nebraska ("Cities"), located in the County of Sarpy, State of Nebraska, collectively referred to herein as "the Parties,"

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §§ 13-801 through 13-827, enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and developments of local communities; and

WHEREAS, the parties hereto are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and

WHEREAS, Sarpy County has entered into a Software License and Support Agreement with ProPhoenix for an Integrated Public Safety Software System (attached hereto and incorporated as "Exhibit 2"), a Statement of Work with ProPhoenix (attached hereto and incorporated as "Exhibit 3"), and a Consulting Agreement with Public Safety Consultants, Inc. (hereinafter "PSCI") for project management (attached hereto and incorporated as "Exhibit 4"); and

WHEREAS, ProPhoenix will implement Phoenix Software and other ProPhoenix deliverables as described in Exhibits 2 and 3. ProPhoenix responsibility includes understanding, describing, documenting, coordinating, reporting, and managing the overall Implementation Plan with Sarpy County, pursuant to Exhibits 2 and 3; and

WHEREAS, PSCI will provide project management services for Sarpy County for the implementation of the Agreements with ProPhoenix, pursuant to Exhibit 4;

WHEREAS, the Cities wish to utilize the services and products of ProPhoenix and PSCI under the same terms and conditions as the County; and

WHEREAS, the Parties desire to enter into a cost sharing agreement in order to outline the terms of payment for services which shall benefit the Cities.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, IT IS AGREED:

- A. GENERAL PURPOSE: In consideration of these mutual promises, the Parties hereby agree to share the costs of (a) the agreement for an Integrated Public Safety Software System (the new "Law Records Management System" or "New LRMS") provided by ProPhoenix, (b) project management provided by the Consultant, PSCI, and (c) external interfaces. Each party will contribute to the initial total cost of those elements in the respective amounts shown on "Exhibit 1," attached hereto and incorporated by this reference. (The Parties do not agree to share and will not share in (1) the costs of the Q-Tel Ext. Interface or the Q-Tel ProPhoenix Interface shown on Exhibit 1, which costs shall be paid solely by the City of Bellevue, or (2) the costs of the ProPhoenix Civil Process shown on Exhibit 1, which costs shall be paid solely by the

County of Sarpy.) The Cities shall be granted the use of the Public Safety Software System for law enforcement purposes under the same terms and conditions as the County, as more specifically outlined in Exhibits 2, 3 and 4. If any Party under this agreement contracts for additional interface software not provided or specified herein, the Party must notify Sarpy County of such contract, and assume full responsibility for payment of those additional services.

- B. DURATION: This Agreement shall commence immediately when it has been executed by all four Parties. It shall remain in effect for one year thereafter and it shall thereafter automatically renew for successive additional one year periods, provided, any City Party may withdraw from participation in this Agreement and terminate its obligations for financial contributions for future time periods under this Agreement, as of any automatic renewal date (beginning with the automatic renewal date in 2019), by giving written notice of withdrawal to every other Party not less than 90 days prior to the effective date of the withdrawal. If any City Party gives such a notice of withdrawal, any other City Party may thereupon give written notice of withdrawal to every other Party not less than 60 days prior to the effective date of the withdrawal. Withdrawal by a City Party shall terminate that City Party's right to use of the Public Safety Software System as of the effective date of withdrawal by that City Party. The annual cost share of the ProPhoenix support services shall be re-evaluated annually, after initial system acceptance, and each Party's proportionate share of such support services costs (not including any support services costs regarding the Q-Tel Ext. Interface, the Q-Tel ProPhoenix Interface, and the ProPhoenix Civil Process) shall be determined as of May 1 of each year, beginning with May 1, 2019, by dividing the Party's total number of then fiscally authorized sworn law enforcement personnel by the sum total of then fiscally authorized sworn law enforcement personnel of all of the Parties.
- C. INVOICES AND PAYMENT: For the services described herein, Sarpy County shall pay ProPhoenix and PSCI under the terms of Exhibits 2, 3, and 4. Sarpy County shall provide each Party with a quarterly invoice for that Party's respective cost share of the agreements, together with adequate documentary support for the calculation of such cost share. Payment is due in full to Sarpy County within thirty (30) days of receipt.
- D. COMPLIANCE WITH AGREEMENT: The Cities hereby agree to and shall be bound by the terms of the Agreements, attached as Exhibits 2 and 3, to the same extent and duration as the County, except as otherwise provided above. Any material breach of the terms of such Agreements by a City Party shall terminate that City Party's rights under this Interlocal Agreement and the Agreements with ProPhoenix and PSCI. In no event shall any indemnification obligation imposed on a City Party by Exhibits 2 and 3 allow or require indemnification in excess of the statutory limits of liability specified in the Nebraska Political Subdivisions Tort Claims Act or in other provisions of law.
- E. GOVERNANCE: An Executive Board, composed of the Sarpy County Sheriff and the Police Chiefs from the Cities of Bellevue, La Vista, and Papillion (or his/her designee), shall be created to govern the affairs of the ProPhoenix Integrated Safety Software System. Such Executive Board shall be created by a separate document.

F. NOTICE: Notice to the parties shall be given in writing to the agents for each party named below:

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

City of Papillion:  
City Clerk  
122 East 3<sup>rd</sup> St.  
Papillion, NE 68046

City of Bellevue:  
City Clerk  
1500 Wall St.  
Bellevue, NE 68005

Sarpy County:  
Clerk of Sarpy County  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

G. RESIDENCY VERIFICATION CLAUSE: Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each Party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the非法 Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

H. NON DISCRIMINATION: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

I. NO SEPARATE ENTITY: This Agreement does not create a separate legal or administrative entity under Neb. Rev. Stat. § 13-804(3). No other person or entity is a party to this Agreement, either directly or as a third party beneficiary.

- J. NO RELIEF FROM LEGAL OBLIGATIONS: Pursuant to Neb. Rev. Stat. §13-804(5), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- K. AMENDMENTS: This Agreement may not be amended except by mutual agreement of the Parties and then only in writing.
- L. ENTIRE AGREEMENT: This instrument and its incorporated exhibits contains the entire Agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. This instrument may be executed in one or more identical counterparts which, taken together, shall form but one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to be effective as of the last date of signature below.

COUNTY OF SARPY, NEBRASKA,  
A Nebraska Political Subdivision

By: \_\_\_\_\_  
Sarpy County Board Chairman

Date: \_\_\_\_\_

Attest:

---

Deb Houghtaling, County Clerk

Approved as to Form:

---

Deputy Sarpy County Attorney

CITY OF BELLEVUE, NEBRASKA,

A municipal corporation and Nebraska Political Subdivision

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

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City Clerk

Approved as to Form:

---

Bellevue City Attorney

CITY OF PAPILLION, NEBRASKA,  
A municipal corporation and Nebraska Political Subdivision

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

---

City Clerk

Approved as to Form:

---

Papillion City Attorney

CITY OF LA VISTA, NEBRASKA,  
A municipal corporation and Nebraska Political Subdivision

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

---

City Clerk

Approved as to Form:

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La Vista City Attorney

**EXHIBIT 1**

**Cost Breakdown by Agency**

<b>Agency</b>	<b>Sworn FY18</b>	<b>%</b>	<b>New LRMS</b>	<b>Consultant</b>	<b>External Interfaces</b>	<b>Q-Tel Ext. Interface</b>	<b>Q-Tel ProPhx Interface</b>	<b>ProPhx Civil Process</b>	<b>TOTAL</b>
La Vista	37	12.33%	\$61,976	\$6,561	\$9,928				\$78,466
Papillion	44	14.67%	\$73,701	\$7,803	\$11,807				\$93,311
Bellevue	98	32.67%	\$164,153	\$17,379	\$26,297	\$30,000	\$21,000		\$258,828
SCSO	121	40.33%	\$202,678	\$21,457	\$32,468			\$15,000	\$271,604
<b>Total</b>	<b>300</b>	<b>100.00%</b>	<b>\$502,508</b>	<b>\$53,200</b>	<b>\$80,500</b>	<b>\$30,000</b>	<b>\$21,000</b>	<b>\$15,000</b>	<b>\$702,208</b>



## County of Sarpy NE

**Beth Garber**  
1210 Golden Gate Drive  
Papillion, NE 68046  
United States  
Phone: (402) 593-4476  
Fax:  
Email: bgarber@sarpy.com

## Inside Account Manager

**Alyssa Benson**  
290 Davidson Ave  
Somerset, NJ 08873  
Phone: 888-591-3400  
Fax: 877-289-6088  
Email: GovNE@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Project Initiation ProPhoenix - Part#: NPN-PHOEN-ITITAL Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	\$107,766.60	\$107,766.60
2 Software Installation ProPhoenix - Part#: NPN-PHOEN-INSTALL Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	\$188,402.01	\$188,402.01
3 Training Completed and system ready for go-live ProPhoenix - Part#: NPN-PHOEN-TRAIN Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	\$134,572.86	\$134,572.86
4 Mission Critical Interfaces completed ProPhoenix - Part#: NPN-PHOEN-INTER Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	\$107,766.60	\$107,766.60
		Subtotal	\$538,508.07
		Shipping	\$0.00
		Total	\$538,508.07

## Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/retumpolicy](http://www.shi.com/retumpolicy), unless there is an existing agreement between SHI and the Customer.*

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**Proposal For: Sarpy County RMS**

**Sarpy County**

Attention: IT Mgr. Public Safety John Prince  
**1208 Golden Gate Dr**  
**Papillion, NE 68046**  
Phone# **402-593-2288**

**Proposal# 17-000294**

**Date: 02/13/2018**

**Valid Until: 07/15/2018**

**Submitted By:**

Johnston, Fred  
Phone# **609-953-6850 x**  
E-Mail:  
**fred.johnston@prophoenix.com**

Dear IT Mgr. Public Safety John Prince,

On behalf of ProPhoenix Corporation, we are pleased to present this proposal for various components of the Phoenix Public Safety Solution Suite. The attached proposal details the required software modules and associated support services in order to successfully implement the proposed solution. If hardware is being proposed and/or recommended, please take note of the specific operating requirements outlined in the Proposal Notes and/or Terms section.

Phoenix represents a major "paradigm shift" in the value provided to Public Safety agencies throughout the United States. There are several differentiating benefits realized by an agency when implementing Phoenix Software. Highlights include;

- ✓ Deep horizontal and vertical integration throughout the entire software suite
- ✓ Integration of 3rd party tools which are transparent to the end user
- ✓ A complete, end-to-end, Public Safety lifecycle suite deployable throughout the entire agency
- ✓ Complete design, development, deployment, and maintenance conducted by ProPhoenix personnel
- ✓ Fiscal responsibility for both the initial procurement as well as ongoing sustainability
- ✓ An "all-inclusive" module philosophy within the major application offerings, e.g., CAD, RMS, Mobile, Fire, Corrections
- ✓ Continual incorporation of the latest in tools and technology to stay ahead of the technology curve
- ✓ Business Intelligence (B/I) capabilities providing "actionable insight" for enhancing decision making in support of Intelligence Led Policing (ILP) initiatives
- ✓ Adherence to National information sharing standards, e.g. National Information Exchange Model (NIEM) based of Global Justice Extensible Mark-up Language (GJXML)

The Phoenix Public Safety Software Suite embraces our "i3" design philosophy of "Integrated, Intuitive, Innovative". By implementing these tenets, our goal is to maximize an agency's effectiveness and optimize its efficiency through the use of our software. We are confident in our ability to exceed your operational expectations, and are grateful for the opportunity to compete for, and earn your business. Should you have any questions, please do not hesitate to contact us.

**Please have an authorized officer sign below and return a copy to me. Upon execution by both parties, this proposal and its terms and conditions will become a binding agreement.**

**Acceptance:**

**By: Sarpy County**

**ProPhoenix Corporation**

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Signature

Date

---

Signature

Date

---

Print Name

Title

---

Print Name

Title

ProPhoenix Corporation ("Company") proposal contains information and data, which are privileged, confidential and/or proprietary to the Company. This information and data is commercially sensitive and/or financial in nature and is not made available for public review. This information is submitted on a confidential basis only in response to a specific customer request. The information contained herein is protected, among other things by the Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited. No license or right of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between Company and the third party which desires access to the information. The information contained herein is submitted for purposes of review and evaluation in connection with Company's response to the specific request denoted herein. No other use of the information and data contained herein is permitted without the express written permission of the Company. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission from the Company.

**Total Solution Cost:****Final Proposal Amount** **\$535,600.00****Annual Support and Maintenance** **\$53,394.00****Cost Summary:**\*A.S.M: Annual Support & Maintenance

Category	Total Price	A.S.M
<b>ProPhoenix Items</b>		
Application Software	<b>279,000.00</b>	39,999.00
Interface	<b>98,300.00</b>	13,020.00
1. Civil Process Info to NE State - \$15,000 – Yearly Maintenance - \$2,250		
2. ESRI to ProPhoenix RMS - \$19,000 – Yearly Maintenance - \$2,100		
3. IMACS Name Push to RMS - \$12,500 – Yearly Maintenance - \$1,875		
4. Motorola P1 CAD to Phoenix RMS - \$21,000 – Yearly Maintenance - \$3,150		
5. NE TraCS to Phoenix RMS Configuration and Set-up - \$9,800 – Yearly Maintenance - \$1,470		
6. QueTel Property and Evidence for Bellevue Only - \$21,000 – Yearly Maintenance - \$2,175		
Installation	<b>9,000.00</b>	375.00
Travel	<b>7,700.00</b>	-
Conversion	<b>77,500.00</b>	-
Training	<b>22,100.00</b>	-
Project Management	<b>42,000.00</b>	-
ProPhoenix Items total:		<b>535,600.00</b>
		53,394.00
<hr/>		
<b>Proposal total</b>	<b>535,600.00</b>	53,394.00

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Customer Signature

Date

**Item Details:**

Description	Qty	
<b><u>Application Software</u></b>		
RMS-CLI-MJ-P-SIT	RMS Client - MultiJuris - Police (Site License)	1
	In this price, we have added numbers to consider some possibilities to add some new configurations	
RMS-SER-MJ	RMS Server - MultiJuris - Police	1
	Sarpy County Sheriff Office. Bellevue Police Dept. Papillion Police Dept. La Vista Police Dept.	
<b><u>Interface</u></b>		
INT-ESRI-RMS	Interface - ESRI to Phoenix RMS	1
INT-IMACS-CMS	Interface - IMACS Name Push to RMS	1
INT-NE-CIVIL	Interface - Civil Process Info to NE State	1
INT-QUETEL-PROP	Interface - QueTel Property and Evidence	1
	Bellevue PD Only	
INT-MOTO-CAD	Interface - Motorola P1 CAD to Phoenix RMS	1
INT-TRACS-NE	Interface - NE TraCS to RMS Configuration and Setup	1
<b><u>Installation</u></b>		
INS-SER-TEST	Installation - Components/Licensing for Test Server	1
INS-PNX-RMS	Installation - Police RMS Software	1
<b><u>Travel</u></b>		
PNX-TRA	On-site Travel, Lodging, M&IE	1
	Not to exceed price.	
<b><u>Conversion</u></b>		
CON-GC	Populate Geo (Address)	1
CON-MOTO-RMS	Data Conversion - Motorola RMS	1
DATA-ANA	Data Conversion - Need Analysis	1
<b><u>Training</u></b>		
TRN-GO-LIVE	Training - On-Site Go Live	3
TRN-ONS-TTT	Training - On-Site Train the Trainer	10
TRN-POST-LIVE	Training - On-Site Post Go Live	2
	Approximately 1 year after Go Live	
TRN-ONS-SPECIAL	Training - On-Site Specialized Training	3
<b><u>Project Management</u></b>		



PM-GEN

Project Management and Professional Services

**ProPhoenix Corporation**

1



## Terms & Conditions

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### Application Software

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#### **RMS Client - MultiJuris - Police (Site License)**

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Hardware and all the necessary system software, along with its installation & configuration, are the responsibility of the customer unless otherwise specifically stated.

System specifications must meet the minimum requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion in accordance to the terms and conditions of this agreement.

#### **RMS Server - MultiJuris - Police**

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Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion in accordance to the terms and conditions of this agreement.

### Interface

#### **Interface – Civil Process to the State of Nebraska**

#### **Interface – RMS to QueTel for Bellevue Police Department**

#### **Interface – Nebraska NIBRS Compliant**

Sarpy County and ProPhoenix will work with the State of Nebraska to ensure NIBRS Compliance throughout the duration of the contract.

#### **Interface - ESRI to Phoenix RMS**

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Requires ARC GIS Web Server. Shape files to be deployed via the Web Server including Sarpy County GIS service and US Census web service for address verification.

#### **Interface - IMACS Name Push to RMS**

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A unique “record/Transaction” will be created in ProPhoenix for the person that is booked into the Sarpy County Jail using IMACS software from vendor Intellitech Corp. The record would contain name of person, booking date, release date, booking number and while the person is actively booked into the Sarpy County Jail a visual “Flag/Alert” would be placed on the person record indicating they are currently “housed/booked” in the Sarpy County Jail,. The visual “Flag/Alert” would be removed once the person has been released from the Sarpy County Jail and the release date will be inserted into the booking record within ProPhoenix.

#### **Interface - Motorola P1 CAD to Phoenix RMS**

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Incident data entered in the CAD system will populate event records in Phoenix RMS. This would include the details of the call, dispatcher/officer notes, and the NCIC/CIB information for names and vehicles.

ProPhoenix will bring required Call data from CAD into Phoenix RMS, as defined by Sarpy County and mutually agreed upon specifications. Cooperation of the CAD vendor is vital to a successful interface. ProPhoenix cannot bring over information that the CAD system or CAD vendor will not, or can not, provide.



## Interface - NE TraCS to RMS Configuration and Setup

All the necessary hardware and software required for the TraCS program must be installed by the Customer. When available from the State of Nebraska, Summons/Citations/Crash/Parking and other transferable data entered via the TraCS program will be automatically downloaded from the customer created TraCSTran Folder on the Customer TraCS Server into Phoenix RMS and a Citation /Crash will be created. - An automatic duplicate name check will be performed. If a match is found with the Last Name, First Name, DOB, Race, and Sex, the existing name will be used. If not, a new name will be created.

## Installation

### Installation - Components/Licensing for Test Server

Setup and Install Test Database on Customer Server. ProPhoenix recommends a test server and test database be used to qualify new releases before moving the new version to the production database.

### Installation - Police RMS Software

Hardware and system software must be installed, configured and available before installation. Customer must provide access with full Administrator privilege to the server. Client workstation(s) (including mobile) access verification is customer's responsibility. Maintaining the in-house network is the customer's responsibility. RMS installation can be performed on-site, or remotely using Remote Desktop access. Optional on-site installations will require travel costs that are the responsibility of the customer and will be billed upon completion. Estimates of cost will be provided if on-site installation is desired. Contact us to discuss the minimum server requirements and various configuration options.

## Travel

### On-site Travel, Lodging, M&IE

Actual expenses will be billed. An estimate of expenses are included in the contract price and listed in this proposal. This price is a do not exceed price. If additional travel is requested, or required, and expenses will, or may exceed this estimate, all expenses exceeding this estimate will be pre-approved by the Customer prior to any travel arrangements.

## Conversion

### Data Conversion - Motorola RMS

Customer is responsible to provide the data in ASCII, comma delimited format, or in SQL format along with its data layout. In addition, Customer must provide code mapping assistance and validate all converted data for accuracy. Company will then work with the Customer and convert as much meaningful data that can be brought over to the existing Phoenix modules as possible. Meaningful data is defined as Incident Data, Name Data, Arrest Entry Data, Mug Shots, CAD Data, Citations, and Report Narratives (if possible; TBD after analysis). Any additional data conversion requested must be mutually agreed upon and may be at additional cost and analysis. Customer must validate the data for accuracy. ProPhoenix does not recommend conversion of warrant data. Property room conversion may be limited, or not possible, due to restrictions on data entry from incumbent vendor. Exact data to be converted will not be known until after analysis with customer.

### Data Conversion - Need Analysis

ProPhoenix Project Manager will co-ordinate with the assigned customer's Project Manager to execute the needs analysis. Project life cycle includes:

- Needs analysis meeting
- Initial plan for conversion
- Risk Management and mitigation recommendations
- Determine what data technically be converted and what data is defined in the proposal for conversion

Needs assessment analysis does not include onsite travel and travel expenses.



If applicable, on-site will require travel costs that are the responsibility of the customer and will be billed upon completion. Customer must assist the ProPhoenix conversion team with data analysis and present needed data bases, etc.

## **Populate Geo (Address)**

Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or pay for the purchase the address only data from online sources.

If Lat/Long information is not provided by customer, Company will populate the Latitude and Longitude for addresses based on the match found in the US Census web services and will generate a report of all the addresses not found in these programs.

Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries. Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data.

## **Training**

### **Training - On-Site Go Live**

Specific tasks and agenda expectations must be provided by the customer prior to any on-site visits to any of the four agencies. Scheduling will be subject to resource availability. If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

### **Training - On-Site Post Go Live**

Follow up training provided after initial 45 days and one year after go live system use, as requested by Sarpy County. This training is to address set up and user concerns discovered after go live use. If not listed as an item in this proposal travel expenses are additional and the responsibility of the customer.

### **Training - On-Site Specialized Training**

On-Site Specialized Advanced Training. If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

### **Training - On-Site Train the Trainer**

If travel expenses are not specifically listed as included in this proposal, they will be additional and the responsibility of the customer.

## **Project Management**

### **Project Management and Professional Services**

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinctive project phases.

1. Initiation: Establish initial communication with the customer, set up internal systems, on-site analysis and initiation of the planning stage.
2. Planning: Conduct site visit if applicable, finalize project plan, and prepare internal team.
3. Implementation: Install and configure software, conduct system administration training, and execute a sample data conversion (if contracted)
4. User Training: Conduct train the trainer training, assist end user training, and prepare to go live.
5. Go-Live: Go live, conduct post go-live training, and perform data conversion (if contracted).
6. Closing: Conduct final review and project close-out. At completion, transfer project management to technical support staff.

# SOFTWARE LICENSE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE AND SUPPORT AGREEMENT ("Agreement") is entered into this \_\_\_\_ of April, 2018 by and between Chenosa Systems Corporation, a New Jersey corporation doing business as "ProPhoenix," with its principal place of business at 502 Pleasant Valley Avenue, Moorestown, NJ 08057 ("ProPhoenix"), and Sarpy County, NE, a municipal corporation with its principal place of business at 1210 Golden Gate Drive Papillion, NE 68046 ("Licensee").

In consideration for the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree that ProPhoenix will provide, and Licensee will accept, the software and services described in the proposal described below and attached to this Agreement as Appendix A (the "Proposal"), in exchange for the fees set forth in the Proposal and pursuant to the terms and conditions set forth in this Agreement.

## THE PROPOSAL INCORPORATED INTO THIS AGREEMENT IS:

**Title: ProPhoenix Software for Multi-Juris Records Management**

**Proposal #: 17-000294**

**Date: 02-13-2018**

## ADDITIONAL TERMS AND LICENSE RESTRICTIONS:

**Number of licensed Sites: 1**

**Number of licensed Concurrent Users for CAD Clients: 0**

**PAYMENT TERMS: Purchased through SHI, Nebraska State Contract 79380 (O4).**

### Project Milestones

Payment Milestones	When Invoiced
1. Project Initiation 20%	At contract signing.
2. Software Installation 35%	Installation of the software.
3. Training Completed and System Ready for Go-Live 25% (Train the Trainer and Specialized training necessary for go-live)	Go –Live training completed as proposed and system ready for live use.
4. Mission critical interfaces completed 20%	P1 CAD interface and State compliant IBRS completed.

**Subsequent Year Software and Support Fees begin (1) one year from date shown below**

<b>Support Year</b>	<b>Annual Support Fee</b>	<b>When Invoiced</b>
Year 1	\$	Waived
Year 2 2019 3%	\$	1 <sup>st</sup> Anniversary of Signing
Year 3 2020 3%	\$	2 <sup>nd</sup> Anniversary of Signing
Year 4 2021 3%	\$	3 <sup>rd</sup> Anniversary of Signing
Year 5 2022 3%	\$	4 <sup>th</sup> Anniversary of Signing
Year 6 2023 3%	\$	5 <sup>th</sup> Anniversary of Signing
Each year thereafter	Limited to 3% maximum increase over prior year's total.	

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The parties agree to the terms and conditions of this Software License and Support Agreement as of the date set forth above.

**PROPHOENIX CORPORATION:**

By: \_\_\_\_\_

Name: Jeffrey Reit

Title: Executive Vice President

Date: \_\_\_\_\_

**CUSTOMER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Delivery Address, if different from above:

\_\_\_\_\_

\_\_\_\_\_

# TERMS AND CONDITIONS

## PART I. SOFTWARE LICENSE TERMS

**Capitalized terms (shown in bold at their first use in this Agreement) are defined in Section 14.**

### 1.0 LICENSE AND SOFTWARE USE

**1.1** ProPhoenix grants Licensee a non-exclusive license to install and use the **Software** in object code form only and to use the **Documentation**, as described in this Section 1. The Software is being licensed, not sold, to Licensee by ProPhoenix for use only under the terms of this Agreement, and ProPhoenix reserves all rights not expressly granted to Licensee.

**1.2** Licensee may:

- A.** Install the Software on a single **Server** (or any additional number specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), using only one (1) production database and/or unlimited training databases (unless otherwise specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), to process information internally for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B.** Use the Software subject to the limitations on the number and type of **Concurrent Users** specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.
- C.** Make one (1) backup copy of the Software to protect against malfunction or damage to Licensee's computer systems or the media on which the Software is stored.
- D.** Physically duplicate the Documentation for archival purposes and for individuals employed by Licensee who are directly responsible for the daily ongoing operation of the Software.
- E.** Make an appropriate number of copies of the Software and Documentation for internal training and testing purposes.
- F.** Permit Licensee's employees and agents to use the Software and Documentation on Licensee's behalf if they agree in writing to comply with the terms and conditions of Sections 1 and 11 of this Agreement or substantially similar terms; Licensee will remain responsible for the compliance with these terms by third parties using the Software or Documentation with Licensee's permission.

If Licensee desire to use any Software or Documentation for purposes that exceed the restrictions set forth in this Agreement, then an additional license will be required.

**1.3** Licensee may not:

- A.** Use the Software for any purpose other than for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B.** License, sell, rent, lend, sublicense or lease the Software

or Documentation to, or permit the use of the Software by or for the primary benefit of, any third party.

- C.** Modify or attempt to modify the Software or any part of it.
- D.** Reverse engineer, decompile or disassemble the Software (or attempt to do so) under any circumstances.
- E.** Copy any part of the Software or Documentation unless this Agreement permits it.
- F.** Merge, associate or combine, or attempt to merge, associate or combine, the Software with or into any third party software other than the **Third Party Software**.
- G.** Remove or destroy any proprietary markings or legends, including copyright and trademark notices, appearing on or contained within any Software or Documentation.
- H.** Export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations.

**1.4** The Software, documentation and any other materials accompanying this Agreement may be provided by ProPhoenix, at its option, on disk, in read only memory, via an FTP website download, or on any other media or in any other form

**1.5** ProPhoenix and its **Third-Party Software Providers** (if any) retain all right, title and interest in the Software and Documentation (including copies made by Licensee), except for those rights expressly granted to Licensee under this Agreement. Licensee acknowledge that ProPhoenix, its Third-Party Software Providers (if any), and their successors and assigns own all proprietary rights in the Software and Documentation, including copyrights and valuable trade secrets.

**1.6** The Third-Party Software Providers are beneficiaries of this Agreement and may enforce this Agreement to protect their rights in the Third-Party Software. Licensee acknowledges the right of the Third Party Software Providers in their respective software and related data and materials, including, but not limited to, trademarks and copyrights. Each party to this Agreement expressly indemnifies and holds the other party harmless against all claims, suits and damages by Third Party Software providers arising out of or caused by that party's breach of such Third Party Software license agreements.

**1.7** If requested by ProPhoenix, Licensee will submit an annual certification, signed by an officer or authorized representative, specifying the number of users and number and location of all copies of the Software that Licensee has. ProPhoenix may also, once annually, upon reasonable notice and during regular business hours, audit compliance with the license restrictions; to that end, Licensee shall permit ProPhoenix to inspect Licensee's computer system on which Licensee is operating the Software upon forty-eight (48) hours' prior written notice to Licensee.

**2.0 SERVICES.** Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services, unless either (a) those services are described in the Proposal or (b) Licensee has agreed in writing to purchase those professional services from ProPhoenix pursuant to a separate agreement, at ProPhoenix's

standard rates in effect at the time. If on-site services (or training anywhere other than at a ProPhoenix facility) are requested, Customer will also reimburse ProPhoenix for its reasonable travel expenses.

## **PART II. SUPPORT AND MAINTENANCE TERMS**

### **3.0 SOFTWARE SUPPORT**

**3.1** During the term of any Software Support period in effect, ProPhoenix will provide Licensee with the following Software Support:

- A.** *Enhancements* and related documentation made generally available at no additional charge to all licensees of ProPhoenix who have purchased support and maintenance. Nothing herein shall be construed as requiring ProPhoenix to provide Enhancements that are generally not available to other clients of ProPhoenix. Any product that is designated by ProPhoenix as a new product will not be included in Software Support. Where ProPhoenix makes a new product available, Licensee may obtain such product from ProPhoenix pursuant to its regular purchasing practices.
- B.** Telephone, online and e-mail consultation services, for up to one **Support Environment** including problem solving, bug reporting, documentation clarification and technical guidance for the Software. Telephone and e-mail consultations will be available during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, exclusive of ProPhoenix holidays, and pager support for **Critical Errors** will be available at all other times.
- C.** Online support options are available on a 24 hours-a-day, 7 days-a-week basis through the Internet at <http://support.prophoenix.com>. The information available at this website will, at ProPhoenix's option, include, timesaving technical tips, online support, a download library of Enhancements, and Documentation associated with the Software. ProPhoenix will endeavor to post its latest technical notes on this website.

**3.2** ProPhoenix will endeavor to respond to Licensee within two (2) hours after contact by Licensee's authorized personnel for any **Critical Errors**, within two (2) business hours for any **High Errors** and within two to three (2-3) business days for all other issues. ProPhoenix will expend commercially reasonable efforts to provide an **Error Correction** designed to solve or bypass a reported **Error**. ProPhoenix will reasonably determine the priority level of Errors and use the following protocol for **Critical or High Errors**: (1) promptly assign specialists to correct the Error on an expedited basis; (2) provide ongoing communication on the status of an Error Correction; and (3) commence efforts to provide a temporary workaround or fix.

**3.3** Requests for support outside normal support hours may be made by leaving a voicemail on the ProPhoenix support number, or by sending an email, fax or online request to ProPhoenix. ProPhoenix will use commercially reasonable efforts to respond to requests for Software Support outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice, email, fax or online request. After hour support for non-critical issues is provided for an additional cost calculated at ProPhoenix's then-current hourly rate (presently \$125 per hour), per support issue.

**3.4** Software Support will be provided remotely via an online connection. Software Support, including all diagnostic and remedial assistance at Licensee's facilities or other remote

locations is not included within the Software Support provided hereunder. Such diagnostic and remedial assistance at Licensee's facilities or other remote locations may be obtained by Licensee by purchasing separate consulting services from ProPhoenix at ProPhoenix's then-existing rates, plus expenses.

### **4.0 TERMS OF PERFORMANCE OF SOFTWARE SUPPORT SERVICES**

**4.1** ProPhoenix will be obligated to perform Software Support for the Software only if it remains unmodified, or modified only by ProPhoenix or its agents. Support does not include (i) any work related to providing consultation about or ensuring Software compatibility with application servers, platforms, network configurations, customizations (unless additional Support for customized versions is purchased), web browsers, databases other than those with which the Software is then currently developed to work, or versions of any of the foregoing, (ii) database performance tuning, (iii) Licensee-specific application usage assistance, or (iv) hardware maintenance.

**4.2** ProPhoenix will not provide Software Support with respect to problems with the Software or other Product which results from any negligent conduct or misuse by Licensee, its employees or agents, or any other third party, including without limitation, (1) damages caused by accidents, relocation or other movement; (2) neglect; (3) a failure to maintain proper environmental conditions; or (4) a failure to use the Software in accordance with the applicable Documentation.

**4.3** Licensee will be responsible for the following:

- A.** Installing the Software as well as any Enhancements to the Software, unless Licensee has retained ProPhoenix to complete the installation. Where Licensee installs any software or performs any installation activities, it must confirm the compatibility of such software prior to installation.
- B.** Keeping its hardware and network in proper working order and running the latest releases of all Third Party Software and other operating software.
- C.** Maintaining trained designated representatives with a working knowledge of Licensee's programs and system hardware;
- D.** Promptly notifying ProPhoenix of suspected Errors or needs for service, and upon request, providing to ProPhoenix written documentation with respect to any such Errors. In order to maintain its right to obtain Software Support, including remote troubleshooting and other diagnostic and repair functions, Licensee must provide ProPhoenix with access (via secure Internet connection) to servers running the Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Agreement. Licensee will communicate with ProPhoenix with respect to the Software Support only through its designated representative.
- E.** All maintenance and support of any network linked to the CPU containing the Software.

**4.4** If Software Support is terminated, then (a) support of all types, including but not limited to Enhancements, operational support and telephone or email support will only be available on a non-priority basis at ProPhoenix's time and material rates as then in effect, and (b) ProPhoenix reserves the right to enter into a new Software Support agreement with Licensee only on re-

negotiated terms. In the event that Licensee terminates its Software Support, and Licensee thereafter wishes to reinstate those Software Support (and ProPhoenix agrees to such reinstatement), in addition to the then-existing rate for Software Support, ProPhoenix may require Licensee to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate.

**4.5** In the event that Licensee has (i) elected to discontinue Support services or (ii) breached Licensee's payment obligations under this Agreement or any other agreement between the parties, ProPhoenix may elect to withhold Software Support, and this action by ProPhoenix would not constitute a breach of this Agreement or a waiver of Licensee's breach.

**4.6** A version of the Software will be deemed obsolete one hundred twenty (120) days following receipt by Licensee of a new Enhancement superseding the prior version of the Software. ProPhoenix will not support obsolete versions of the Software. In no event, however, shall ProPhoenix be required to support an obsolete version of the Software for more than twelve (12) months from the date of release of an Enhancement superseding the prior version of the Software.

**4.7** ProPhoenix relies on its electronic CRM system that Licensee is required to use. ProPhoenix shall keep an accurate event log in the CRM electronic supporting system showing every CRM reported incident of trouble, every action taken by ProPhoenix personnel with respect to each such incident, as well every report of trouble by customer to the ProPhoenix CRM, including time and resolution. Licensee may at any time during a Software Support period access and view the CRM for complete information relating to the foregoing.

If Licensee does not use the ProPhoenix CRM, Licensee shall keep an accurate event log for any support requests not submitted via the ProPhoenix CRM electronic supporting system showing every incident of trouble, every action taken by Licensee's personnel with respect to each such incident, as well as every report of trouble by Licensee to ProPhoenix, including time of fix and/or resolution. Upon request by ProPhoenix, Licensee shall provide a report to ProPhoenix relating to the foregoing.

**4.8** No action by ProPhoenix in the performance of Software Support shall be deemed to expand the scope of Software Support as defined herein.

**4.9** Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services. See Section 2.0 of this Agreement. Ongoing or follow up training is not considered Support or Maintenance. Additional training will be provided and invoiced at the standard rates in effect at the time.

### **PART III. PAYMENT AND OTHER GENERAL TERMS**

#### **5.0 FEES AND INVOICES**

**5.1** The payments set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto are due within thirty (30) days of an accomplished milestone. Unless the Software is found defective in a live production environment with a critical issue causing the Software to be down or preventing Customer from performing critical functions of the Software necessary to Customer's operations, after an uncured event of default under section 7.2 of this Agreement, Licensee shall be responsible for the payment of all installation charges, as set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule

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hereto, as well as all incidental expenses associated with such installation, including travel and materials. If Licensee makes an advance payment for installation or configuration of the Software, training, on-site services or other professional services pursuant to the Proposal, that amount will be credited to fees for such services (and not Software license or maintenance fees) and will become non-refundable if Licensee does not permit ProPhoenix to commence performance of the services within one (1) year of the payment.

**5.2** The license fee for additional Sites or Concurrent Users will be billed at the then current rate, unless a different rate is contained in this Agreement. Licensee must notify ProPhoenix no later than thirty (30) days after the number of Sites or Concurrent Users exceeds the contracted number. The license fee for additional Sites and Concurrent Users added will be due and payable within 30 days after the number of Concurrent Users exceeds the contracted number.

**5.3** All invoices are due and payable in US dollars upon receipt.

**5.4** Software Support for any Software Support periods that Licensee agrees to purchase after the initial 12-month Software Support period (to the extent set forth in the Proposal, on the initial pages of this Agreement or in an exhibit, amendment or schedule hereto) will be invoiced annually and will be paid in full upon Licensee's receipt of invoice.

**5.5** Software Support Fees for any additional Site or Concurrent Users will be subject to negotiation and will be prorated for any partial year from the date on which the number of Sites or Concurrent Users exceeded the contracted number.

**5.6** All fees and charges listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto do not include sales, use, value-added and similar taxes, which are Licensee's responsibility. Without limiting the foregoing, Licensee shall promptly pay to ProPhoenix an amount equal to any such items actually paid or required to be collected or paid by ProPhoenix.

#### **6.0 TERM**

Software Support may be terminated by either party after a 12-month Software Support period by providing at least 90 days written notice before the end of the period. If not terminated, Parts II and III of this Agreement will continue in effect for 12 additional months, and Licensee will be obligated to pay the fee specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, or if none is specified, ProPhoenix's then-current annual Software Support fee.

#### **7.0 TERMINATION**

**7.1** This Agreement may be terminated as set forth in this Section 7 (or Section 9 below).

**7.2** If either party defaults in the performance of any material obligations under this Agreement, and such default is not corrected within forty five (45) days after receipt of written notification of the default from the non-defaulting party, then the non-defaulting party may terminate this Agreement (or, if applicable, individual Software license(s) upon delivery of the written notice of termination to the defaulting party).

The following, without limitation, shall constitute material events of default under this Section 7.2:

- A. any failure by Licensee to make payment in full when due;
- B. any failure by ProPhoenix to provide any products or services to Licensee which it is required to provide pursuant to the terms of this or any associated agreement between these parties; or
- C. any attempted assignment, sublicense or transfer of this Agreement by Licensee without the prior written consent of ProPhoenix.

**7.3** ProPhoenix may terminate this Agreement and any license granted under Part I immediately if Licensee materially violate Section 1 or 11 of this Agreement.

**7.4** This Agreement and license granted under Part I shall terminate, immediately and without notice, if Licensee: (a) files in any court pursuant to any statute of the United States or any individual state, a petition in insolvency or for the appointment of a receiver or trustee of Licensee or of Licensee's assets; (b) proposes a written agreement for the composition or extension of Licensee's debts; (c) is served with an involuntary petition against Licensee, filed in any insolvency proceeding, and such petition shall not be dismissed within 60 days after the filing thereof; (d) proposes or becomes a party to any dissolution or liquidation; or (e) makes an assignment for the benefit of creditors.

**7.5** Within one month after the date of termination of this Agreement and/or license granted under Part I, Licensee will return to ProPhoenix or destroy (at ProPhoenix's option) the original and all copies, in whole or in part as then remaining, in any form, of all Software, Documentation and other **Confidential Information** that are the subject of such termination and not applicable to any public records laws, and an officer of Licensee will certify to the foregoing in writing delivered to ProPhoenix.

**7.6** Licensee will pay all charges required under this Agreement incurred prior to the date of termination.

## **8.0 ASSIGNMENT**

**8.1** Without the prior written consent of ProPhoenix, Licensee's rights to any Software and Documentation under this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Licensee.

**8.2** ProPhoenix may assign its rights to receive payment under this Agreement, or grant a security interest in this Agreement or such payment right to any third party without Licensee's consent. Otherwise, without Licensee's prior written consent, ProPhoenix's obligations under this Agreement may not be assigned or otherwise transferred, voluntarily or otherwise, except in connection with the sale of its business by merger, stock sale or transfer of a substantial portion of its assets.

## **9.0 WARRANTY AND INDEMNITY**

**9.1** ProPhoenix warrants that the Software will operate in substantial conformity with the Documentation for ninety (90) days after the date of Delivery of the relevant Software to Licensee. Licensee's exclusive remedy and ProPhoenix's sole liability under this warranty will be for ProPhoenix to attempt through reasonable efforts to correct any material failure of any such copies of the Software to perform as warranted, if such failure is reported to ProPhoenix within the warranty period and Licensee, at ProPhoenix's request, will make reasonable efforts to provide ProPhoenix with sufficient information (which may include access to such copies of the Software on Licensee's computer system by ProPhoenix personnel) to reproduce the defect in question. This

warranty does not apply to the Software or any Third Party Software that has been altered or modified in any way by Licensee or someone other than ProPhoenix or its authorized agents.

**9.2** ProPhoenix warrants that the Software, when used within the scope of this Agreement, does not infringe any United States patent, copyright or trade secret. ProPhoenix will defend at its expense any action brought against Licensee to the extent based on a claim that the Software, when used within the scope of this Agreement, infringes a U.S. patent, copyright or trade secret. ProPhoenix will pay any costs and damages finally awarded against Licensee in such action that are attributable to such claim, provided that Licensee promptly notifies ProPhoenix in writing of the claim, allows ProPhoenix to control the defense, provides ProPhoenix with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without ProPhoenix's prior written consent. Should the Software become, or in ProPhoenix's opinion be likely to become, the subject of any claim of infringement, ProPhoenix may at its option (i) procure for Licensee the right to continue using the Software, (ii) replace or modify the Software so as to make it non-infringing, or, if (i) and (ii) are not commercially reasonable, (iii) terminate the license granted hereunder and refund the remainder of the amounts paid for such license, using straight-line depreciation based on a five (5)-year useful life. ProPhoenix will have no liability for any claim of infringement based upon (i) use of other than the latest unmodified release of the Software available to Licensee if such infringement would have been avoided by the use of such release, (ii) use or combination of the Software with other programs or data if such infringement would not have occurred without such use or combination, or (iii) use of the Software after receiving notice from a third party, or having reason to believe, that the Software infringes a patent, copyright or trade secret right of a third party unless prompt written notice thereof is given to ProPhoenix. The forgoing states the exclusive remedy of Licensee and ProPhoenix's entire liability with respect to infringement of patents, copyrights, trade secrets or other proprietary rights.

## **10.0 LIMITATIONS**

**10.1** OTHER THAN THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, PROPHOENIX NEITHER MAKES NOR GRANTS ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED. PROPHOENIX EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING SPECIFICALLY ANY AND ALL IMPLIED WARRANTIES, REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, ACCURACY, QUIET ENJOYMENT OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. PROPHOENIX DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

**10.2** EXCEPT FOR ANY MATERIAL VIOLATION OF SECTION 9.2 OR SECTION 11, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGE OR LOSS IN ANY WAY CONNECTED WITH THE SOFTWARE, THIS AGREEMENT, SOFTWARE SUPPORT OR ANY OTHER MATERIAL, INFORMATION OR SERVICES FURNISHED BY PROPHOENIX HEREUNDER, WHETHER OR NOT CAUSED BY PROPHOENIX'S BREACH OF WARRANTY, NEGLIGENCE OR ANY BREACH OF ANY OTHER DUTY, SHALL BE, AT PROPHOENIX'S OPTION, REPLACEMENT OF THE SOFTWARE, DOCUMENTATION OR ENHANCEMENTS, REPERFORMANCE OF THE SOFTWARE SUPPORT OR SERVICES, OR RETURN OR CREDIT OF THE APPROPRIATE PORTION OF ANY AMOUNTS RECEIVED BY PROPHOENIX

FROM LICENSEE. IN NO EVENT SHALL PROPHOENIX'S LIABILITY EXCEED THE AMOUNTS RECEIVED BY PROPHOENIX FOR THE SOFTWARE AND DOCUMENTATION OR FOR SOFTWARE SUPPORT OR OTHER SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING LICENSEE'S CLAIM FOR RECOVERY, EVEN IF PROPHOENIX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INSTANCES OF INTENTIONAL VIOLATION OF THE OTHER PARTY'S CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, OR ANY LIABILITY TO END-USERS OR TO THIRD PARTIES (EXCEPT AS SET FORTH IN SECTION 9.2), INCLUDING WITHOUT LIMITATION LOSS OF PROPERTY, PERSONAL INJURY OR LOSS OF LIFE. THE LIMITED WARRANTY AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROPHOENIX AND LICENSEE. PROPHOENIX WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE LICENSEE. PROPHOENIX HAS NO LIABILITY TO LICENSEE UNDER THIS AGREEMENT FOR ANY CLAIM BASED UPON LICENSEE'S USE, COMBINATION OR OPERATION OF THE SOFTWARE WITH ANY SOFTWARE NOT SUPPLIED BY PROPHOENIX, OR BASED UPON ALTERATION OF SOFTWARE BY LICENSEE OR ANYONE OTHER THAN A PROPHOENIX-AUTHORIZED REPRESENTATIVE.

## **11.0 CONFIDENTIALITY**

**11.1** Each party agrees to treat as confidential and not to disclose, publish, release, transfer or otherwise make available to third parties (except as provided in this Agreement or required by law) any information that the other designates as confidential or proprietary ("Confidential Information"). ProPhoenix's Confidential Information includes, without limitation, its technology, processes, specifications, developments and software programs (including the Software and Documentation), whether or not designated as Confidential Information. In addition, any Third Party Software shall be included as Confidential Information, whether or not designated as Confidential Information. This Section 11 does not negate or supersede the terms of any other confidentiality agreement between Licensee and ProPhoenix. Neither party may disclose the financial terms of this Agreement to any third party other than its counsel or accountants or as required by law.

**11.2** Unless otherwise agreed in advance and in writing, in the event that Licensee or any employee or agent of Licensee suggests any improvements or modifications to the Software, Licensee acknowledges and agrees that, whether such improvements and/or modifications are implemented by ProPhoenix in whole or part, it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to ProPhoenix without payment or compensation of any kind, and that it will execute any reasonable documentation requested by ProPhoenix to memorialize such assignment. Licensee further acknowledges and agrees that any audio or visual recording or broadcast of ProPhoenix training sessions, for any purpose is prohibited without express written consent from ProPhoenix. To the extent permitted by law, Licensee agrees to take all reasonable

precautions, including those that may be reasonably requested by ProPhoenix, to protect its Confidential Information.

**11.3** ProPhoenix agrees that all records and data entered into the database or imported from previously-used computer systems operated by Licensee are and shall remain the sole property of Licensee. Licensee shall not provide, and ProPhoenix shall not, without Licensee's written consent, copy or use such records except insofar as is necessary to carry out work on behalf of or for Licensee or as otherwise pursuant to this Agreement.

**11.4** Any use or attempted use of the Software or disclosure of Confidential Information in violation of the restrictions of this Section 11 is a material breach of this Agreement that will cause irreparable harm, entitling the violated party to injunctive relief in addition to all legal remedies. The obligations set forth in this Section 11 shall survive the termination of this Agreement for any reason for a period of two (2) years; provided, however, that such obligations shall not be deemed to survive only to the extent such information: (i) was a matter of public knowledge or available in published literature at the time ProPhoenix communicated this to Licensee; (ii) becomes a matter of public knowledge or available in published literature through no fault of Licensee subsequent to the time of communication thereof to Licensee; (iii) was in Licensee's possession free of any obligation of confidence at the time of the ProPhoenix communication thereof to Licensee; (iv) was rightfully communicated by a third party to Licensee free of any obligation of confidence subsequent to the time of the ProPhoenix communication thereof to Licensee; (v) was developed by officers, employees or agents of, or consultants to Licensee independently of and without reference to the Software or associated materials or documentation; or (vi) as otherwise required by law.

## **12.0 GENERAL**

**12.1** This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any and all other prior understandings, statements, warranties, representations and agreements, oral or written, relating to them, except the terms and conditions associated with the State of Nebraska SHI contract and the terms of any earlier nondisclosure or confidentiality agreement shall remain in full force and effect. Licensee is not relying on any representations about the Software or any future releases of the Software other than the Documentation, unless such representations are attached in writing to this Agreement. Any amendment to this Agreement must be in writing and signed by both parties. Printed or standard terms on any order form submitted by Licensee shall not apply if, and to the extent that, they are inconsistent with this Agreement. This Agreement may be executed in multiple counterparts, which may be exchanged via electronic facsimile machines or electronic signature devices.

**12.2** This Agreement will be governed by and interpreted in accordance with the laws of the State of Nebraska, excluding its principles relating to conflicts of laws.

**12.3** Except for actions initiated by either party to this Agreement for injunctive relief to enforce its rights pursuant to Section 11 above or, at the election of the party seeking collection, for the collection of any payments due in the normal course of business, any dispute or claim arising in connection with this Agreement will be adjudicated in the appropriate courts located in the State of New Jersey. It is the expressed desire of both parties, however, that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising under this Agreement, including without limitation, any dispute regarding the operation of the Software, or payments due hereunder, shall be expressed to the other party in

a writing that describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth herein. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief. The existence of a dispute shall not, however, be cause for either party to avoid any obligation under this Agreement or any associated agreement, including without limitation, any payment or support obligation.

**12.4** Licensee will comply with, and at all times cooperate promptly with ProPhoenix to enable ProPhoenix to comply with, the provisions of the United States Export Administration Act, War Powers Act, or other law or Executive Order relating to control of exports or transfer of technology, and the regulations of the United States Departments of State, Commerce and Defense relating to them (in present form or as they may be amended in the future). In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list.

**12.5.** Notices delivered under the terms of this Agreement will be in writing and sent by prepaid certified mail, return receipt requested, or by a nationally recognized overnight courier service to the respective addresses of the parties set forth in the recitals and signature page to this Agreement. In the case of ProPhoenix, such notices will be directed to the attention of the President; and, in Licensee's case, such notices will be directed to the attention of the individual named above executing this Agreement on Licensee's behalf. Notices will be effective on the date received.

**12.6** No term or provision of this Agreement will be deemed waived and no breach of this Agreement will be deemed consented to or excused, unless such waiver, consent or excuse will be expressed in writing and signed by the party claimed to have so waived, consented or excused such term or provision.

**12.7** The application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

**12.8** After expiration or termination of this Agreement, all provisions relating to payment shall survive until completion of required payments. In addition, all provisions regarding scope of the license granted in Part I, audit, indemnification, warranties, liability and limits thereon, assignment and confidentiality or protection of proprietary rights and trade secrets, shall survive indefinitely.

**12.9** No failure or omission by either party to carry out or observe any of the Terms or Conditions of this Agreement shall give rise to any claim against that party or be deemed to be a breach of this Agreement if such failure or omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

**12.10 ELECTRONIC SOFTWARE DELIVERY.** With respect to all the Software licensed by Licensee hereunder, all Software updates delivered under ProPhoenix's Support obligations under this Agreement or any programs or modules licensed by Licensee in the future, ProPhoenix shall deliver such Software, Enhancements, programs or modules via electronic software delivery over a secure VPN connection established between ProPhoenix and Licensee ("ESD"). ProPhoenix shall use commercially reasonable efforts to secure all file transfers via ESD. Licensee acknowledge that, despite such efforts by ProPhoenix to effect a secure file transfer, including using a non-public server and transferring by appointment only, there remains some level of risk of invasive activity by unknown third parties.

**12.11 RESIDENCY VERIFICATION.** ProPhoenix agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. ProPhoenix is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**12.12 SECURITY CERTIFICATIONS.** ProPhoenix shall maintain documentation or certification of their systems' security during the term of the contract. Certifications may be any common or accepted industry standard.

### **13.0 SOURCE CODE ESCROW OPTION**

**13.1** If desired by Licensee, ProPhoenix will deposit the **Source Code** for the Software with a certified third party escrow agent. The certified third party escrow agent will be selected and paid by Licensee, subject to ProPhoenix's approval, where such approval will not be unreasonably withheld. Licensee will provide ProPhoenix with any documents necessary to establish the escrow agreement. The purpose of the source code escrow is to provide for retention, administration and controlled access and release of the deposit materials to Licensee under certain conditions listed below (the "Escrow Release Events"). The Escrow Release Events shall consist of the following:

- A. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to transact business; or
- B. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to provide support for the Software as required by this Agreement and does not offer to Licensee another software product to perform the same or similar functions as the Software.
- C. If ProPhoenix triggers any of the termination events described in Section 7.4.

**13.2.** In the event of a release of the Source Code to Licensee, Licensee shall have the limited right and license to use, copy and modify the Source Code solely for the purposes of maintenance and support of the software for Licensee's internal use only. Such license shall be non-exclusive and non-transferable. Licensee agrees that the Source Code delivered under this Section is subject to the confidentiality restrictions recited elsewhere in this Agreement. Notwithstanding any terms to the contrary, Licensee may disclose the Source Code to consultants and agents for the sole purpose of supporting and maintaining the Software, provided such consultants and agents agree to be bound by the confidentiality restrictions which are applicable to Licensee hereunder.

**13.3.** In addition, ProPhoenix will, at Licensee's sole expense, deposit the Source Code with an escrow agent pursuant to an

escrow agreement between ProPhoenix and escrow agent, a copy of which will be provided to Licensee at Licensee's request, and ProPhoenix shall maintain such escrow, and update the Source Code, for the period that Licensee purchases Software Support. The escrow agreement shall require release of the source code to Licensee solely upon the occurrence of the Escrow Release Events. Licensee will be responsible for the full expense associated with facilitating the Source Code deposit and establishing the escrow relationship. Licensee acknowledges that the Source Code is a valuable commodity that cannot be transported through mail delivery. Licensee may select a provider to facilitate secure delivery of the Source Code, subject to ProPhoenix's approval. Additionally, no later than Thirty (30) days after the execution of this Agreement, Licensee shall be added as a beneficiary to the escrow agreement. Licensee shall use its reasonable efforts to promptly provide the escrow agent with executed documents as may be required of Licensee pursuant to the escrow agreement. Licensee shall be responsible for payment of all annual fees related to the escrow agreement and Licensee shall be responsible for payment of the fees applicable to technical verification of the Source Code. ProPhoenix and Licensee desire the escrow agreement to be supplementary to this Agreement, pursuant to 11 U.S.C., § 365(n) (Bankruptcy; executory contracts and unexpired leases).

**14.0 DEFINITIONS.** For purposes of this Agreement, the following terms shall be defined as follows:

“CAD Client” means a single computer terminal at a licensed Site, which may be used by one Concurrent User at a time but may be used by several Concurrent Users at different times.

“Concurrent User” means any individual user using or having access to the Software at a single point in time.

“Confidential Information” is defined in Section 11.

“Critical Error” means an Error that causes the Software production system to go down or prevents Licensee from working in the Software.

“Delivery” occurs when ProPhoenix has first delivered the Software and Documentation on CD-ROM to a common carrier, by ESD (electronic delivery), or personally by an authorized employee or agent of ProPhoenix at Licensee's address set forth above.

“Designated Representatives” shall mean Licensee's employee who is trained and continues to keep updated with the ongoing product details in the Software and capable of providing support to their users.

“Documentation” means the user guide and technical guide related to the Software, any related support material specified in an exhibit, addendum or schedule, and the functionality described at the ProPhoenix website at [www.prophoenix.com](http://www.prophoenix.com), as may be modified from time to time by ProPhoenix as permitted by this Agreement. Documentation may, at the option of ProPhoenix, be provided in paper or electronic form.

“Enhancements” are new releases and versions, error

corrections, minor updates and modifications of the Software.

“Error” means a failure of the Software to conform to the specifications therefor as set forth in the Documentation resulting in the inability to use or a considerable restriction in use of the Software.

“Error Correction” means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee.

“Escrow Release Event” is defined in Section 13.

“High Error” means an Error which represents a failure of expected functionality that causes serious degradation to Licensee's use of the Software production system.

“Maintenance Release” means a subsequent version of the Software that includes Error Corrections and/or Enhancements.

“Server” means a single CPU or multi-core server (physical or virtual). A Server may be located at a different location than the Licensee's permitted Site.

“Site” means a single facility or other physical location at which Licensee's users operate the Software.

“Software” means the Phoenix-Law and Fire CAD, RMS and WDA software modules listed on the initial page(s) of this Agreement (or an exhibit, amendment or schedule hereto), as it may be upgraded, enhanced, and/or modified by ProPhoenix (unless such upgrade is accompanied by a separate license agreement, in which case the terms of that license agreement will govern the Software as upgraded), in machine-readable, object code form only. The Software includes any Third-Party Software products and related documentation listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.

“Source Code” means the human-readable version of the Software, comprised of a text listing of commands to be compiled or assembled into an executable computer program, along with any associated developers' notes.

“Support Environment” means up to two (2) Software instances (typically one production instance and one QA instance) at Licensee's site location.

“Third-Party Software” means software of companies other than ProPhoenix that ProPhoenix has licensed to Licensee under this Agreement.

“Third-Party Software Provider” means a company, other than ProPhoenix, that has licensed Third Party Software to ProPhoenix, which ProPhoenix sublicenses to Licensee under this Agreement.

**APPENDIX A**  
**[ATTACH THE DEFINITIVE PROPOSAL]**

Final proposal will be attached here.



## Statement of Work

BETWEEN

### Sarpy County

1208 Golden Gate Dr  
Papillion, NE 68046

AND

### ProPhoenix Corporation

502 Pleasant Valley Ave  
Moorestown, NJ 08057  
Phone: 609-953-6850  
Fax: 609-953-5311  
[www.prophoenix.com](http://www.prophoenix.com)

**For An Integrated Public Safety Software System**

May 10, 2018



## **Introduction**

This Statement of Work (SOW) governs the project scope, deliverables, mutual responsibilities, assumptions, and other project tasks as part of the delivery of an integrated Public Safety System known as Phoenix Software (“Phoenix”) between Sarpy County and ProPhoenix Corporation.

Successful implementation requires dedicated commitment and leadership from ProPhoenix and Sarpy County. This SOW details the steps necessary to accomplish this goal.

## **Assumptions**

1. This Statement of Work will be utilized by ProPhoenix and Sarpy County to manage implementation of the Phoenix software and to convert Sarpy County from its existing environment.
2. The project consists of the delivery, installation, configuration, testing, implementation, and go-live support of the Licensed Standard Software providing the functionality and operation described in the Phoenix user documentation.
3. Work will be performed at Sarpy County’s location and ProPhoenix offices. Work will be performed on Business Days during normal business hours, except when both parties agree otherwise.
4. Sarpy County and ProPhoenix expect and agree that the SOW will be modified from time to time, especially after the initial on-site analysis and ProPhoenix gains a more complete understanding of Sarpy County’s existing system and specific requirements.
5. Additional work activities or software functionality not described in the Statement of Work and/or the Proposal will be considered a change to this project and will be authorized by Sarpy County using the Project Modification Request process.

## **General PM Responsibilities**

ProPhoenix shall act as Project Manager (PM) to assist Sarpy County, or designated representative, in implementing Phoenix Software and other ProPhoenix deliverables as described in the proposal.

ProPhoenix responsibility includes understanding, describing, documenting, coordinating, reporting, and managing the overall Implementation Plan with Sarpy County.

ProPhoenix and Sarpy County shall use ProPhoenix CRM, Outlook, Word, Excel, and other software that may be necessary for Project Management activities.

## **Scope**

The scope of this project is to implement Licensed Phoenix Software at Sarpy County’s location and migrate to the Phoenix Public Safety Software Solution.

ProPhoenix shall:

1. Conduct a Business Analysis for each agency and understand the specificity of the agency’s environment and then deliver and install Licensed Standard Software Applications described in the Agreement.



2. Install third party hardware and software sold through ProPhoenix if any as described in the Agreement.
3. Assist Sarpy County in installing the associated hardware and system software to be used for Phoenix which was not procured through ProPhoenix.
4. Work closely with the Sarpy County's system administrator to configure Phoenix software to optimize its usability.
5. Work with Sarpy County to define and map data for conversion to ProPhoenix and perform data conversion as agreed.
6. Deliver, install, configure, and test the Interfaces described in the Agreement.
7. Train people identified by Sarpy County to allow Sarpy County to: install, upgrade, configure, maintain, operate, back-up, restore, identify, and report faults in the Licensed Standard Software.
8. Assist in Go-Live transition.

Configuration does not include modifications to the software source code, database layouts, report customization, or interfaces to internal or external databases or systems unless otherwise specified in the proposal. Any such modifications are considered customization of the Phoenix Software and are not included in the scope of this project.

ProPhoenix is not responsible for the decommissioning and removal of any existing hardware, software, or technology used by Sarpy County.

#### **Project Management Team**

**ProPhoenix and Sarpy County Staff, or designated Sarpy County 3<sup>rd</sup> party contractor**

#### **ProPhoenix Team**

##### **Jeff Reit, Vice President – Business Development**

Mr. Reit is the ProPhoenix Executive responsible for the overall management of the Company's business development organization. He will stay actively involved throughout the project lifecycle.

##### **Joseph Lehmann, Jr., Director of Professional Services**

Mr. Lehmann is responsible for all professional services and support for all Phoenix projects. He will directly oversee Project Management and stay actively involved throughout the project lifecycle.

#### **[TBD] , Project Manager**

[TBD] has been assigned as your Project Manager. He/She may provide some of the initial set up and training and will also serve as a technical liaison to ProPhoenix. He/She will be active in all aspects of the project, such as implementation and the scheduling of resources. In addition, he/she will generate all status reports and correspondence and work very closely with Sarpy County throughout the project lifecycle.

#### **ProPhoenix On-Site Implementation Team**

These professionals will be assigned to the implementation of the ProPhoenix deliverables. They will



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provide the initial set up, testing, and user training, go-live training, and post go-live support.

### **Greg Dietrich, ProPhoenix Data Conversion Manager**

Mr. Dietrich is responsible for the analysis, data mapping, development of conversion programs, testing, and verification of the converted legacy data. He will work very closely with the ProPhoenix Project Manager and Sarpy County Project Manager to ensure that the data is converted as agreed.

### **Sarpy County Project Team**

#### **Sarpy County Project Manager**

The Sarpy County Project Manager will be the primary contact for ProPhoenix. He/She will be responsible for ongoing communication with the Sarpy County Management regarding project progress, issues and/or changes and will coordinate and manage activities of Sarpy County's staff in fulfilling the Sarpy County's responsibilities within this SOW and the Agreement.

#### **System Administrator**

The System Administrator will be responsible to: ensure Sarpy County's network, servers, and client (PC) environment is installed and maintained properly; provide operational support of Sarpy County's hardware and system software infrastructure; provide operational support for ProPhoenix Standard Software to Sarpy County's users; and perform routine software upgrades, backup, and recovery tasks for the Phoenix Software.

### **Requesting Additional Management Support**

ProPhoenix and Sarpy County expect that the designated Project Managers will manage and resolve all matters required for Sarpy County to effectively utilize the Licensed Standard Software. If the Project Managers are unable to effectively advance the project in a timely manner, the escalation chain for ProPhoenix is as follows:

1. ProPhoenix Project Manager
2. Director of Professional Services
3. Vice President Business Development
4. President

In the unlikely event of a dispute, should the people indicated in this Statement of Work be unable to resolve it, the Dispute Resolution Process described in the License and Software Agreement shall be followed.

### **ProPhoenix Responsibilities**

1. Establish and maintain effective and efficient communications concerning the project with the Sarpy County's Project Manager.
2. Conduct status meetings with Sarpy County on an as needed basis, minimum monthly, or on a mutually agreed upon schedule.
3. Coordinate all ProPhoenix activities with Sarpy County's Project Manager.
4. Maintain CRM with up-to-date status of the project. Communicate with the necessary executives to keep everyone informed with the current project status.



5. Maintain the Project Plan
6. Track and manage modifications requests.
7. Manage all third party related tasks such as ordering, installation, and completion of the items to be installed.
8. Schedule and manage the resources as per the project plan.
9. Ensure all necessary approvals are in place before moving on to the next phase.
10. Resolve disputes by coordinating with ProPhoenix Management and Sarpy County Management.

### **Sarpy County Responsibilities**

1. Establish and maintain effective and efficient communications concerning the project with the ProPhoenix Project Manager.
2. Conduct status meetings with ProPhoenix on an as needed basis, minimum monthly, or on a mutually agreed upon schedule.
3. Coordinate with the ProPhoenix Project Manager for the maintenance of Project Plan.
4. Organize and manage all onsite visits by the ProPhoenix personnel. Provide ProPhoenix with a reasonable office work environment and internet connectivity.
5. Resolve disputes (if any) by coordinating with ProPhoenix Management and Sarpy County Management.
6. Work with finance/accounts payable to ensure timely payment as per the agreement

### **Communications Plan**

ProPhoenix CRM and Teamwork, if required, will be used to maintain all correspondences, which can be viewed online.

The following communications plan will be used throughout the implementation. Unless specified, all communications are done as needed between Customer PM and ProPhoenix PM.

1. Project Status Report:  
ProPhoenix PM to Sarpy County PM: Regular posted on CRM with E-Mail notification
2. Modification Requests, Schedule Changes by Sarpy County:  
Sarpy County PM to ProPhoenix PM: via Phone, E-Mail or CRM



3. Modification Requests, Schedule Changes by ProPhoenix:  
ProPhoenix PM to Sarpy County PM: via Phone, E-Mail or CRM
4. Software Issues:  
Sarpy County PM to Technical Support: via Phone or CRM

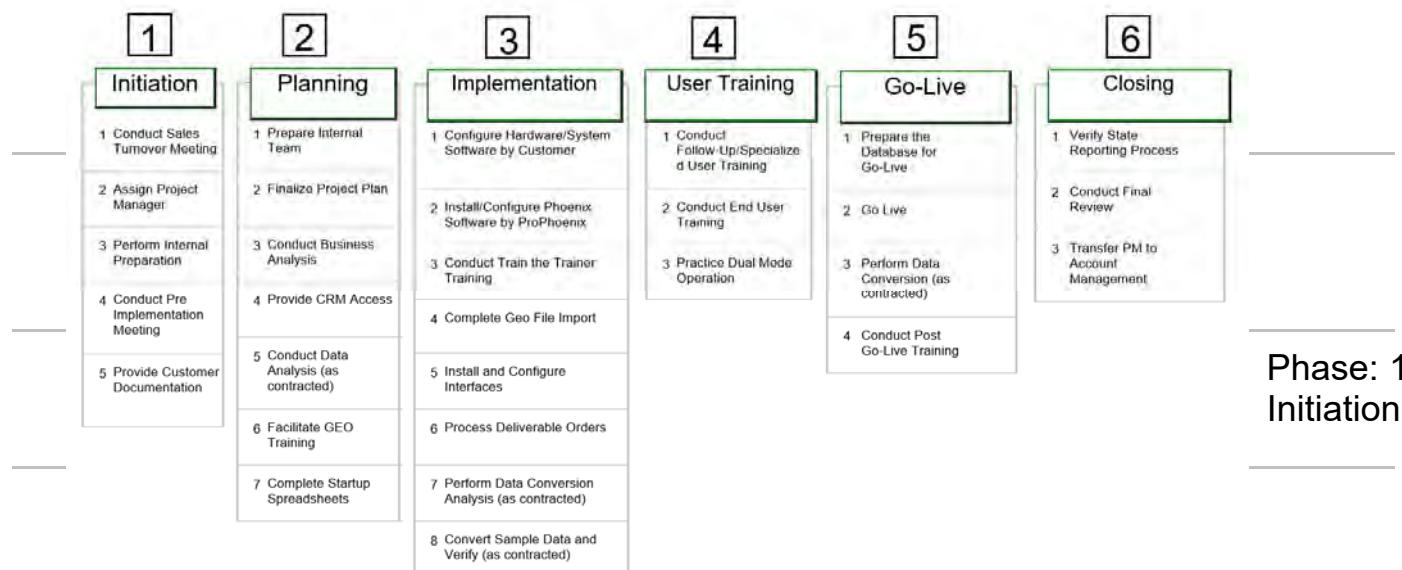
## **Project Implementation Methodology**

### **Overview**

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinct project phases.

1. **Initiation:** Establish initial communication with the customer, set up internal systems, and initiate the planning stage.
2. **Planning:** Conduct Customer Business Analysis, finalize the project plan, and prepare the internal team.
3. **Implementation:** Install and configure software, conduct train-the-trainer training, and execute a sample data conversion.
4. **User Training:** Conduct follow-up/specialized training, end user training, and prepare to go live.
5. **Go-Live:** Go live, conduct post go-live training, and perform data conversion.
6. **Closing:** Conduct final review and project close-out. At completion, transfer project management to technical support staff.

Each phase consists of many tasks and each phase must be completed before proceeding to the next phase. Each task is described in greater detail in the following sections. The flow chart describing all the phases is shown below.



## Phase: 1 Initiation

### 1. Conduct Sales Turnover Meeting

ProPhoenix will conduct an internal meeting with Sales to understand the project as a whole and to gather all pertinent documents, including the Sales Turnover Form.

### 2. Assign Project Manager

ProPhoenix will assign the Project Manager.

### 3. Perform Internal Preparation

ProPhoenix will conduct internal meetings with all agencies to discuss customer specifics regarding the project and devise the project plan.

### 4. Conduct Pre Implementation Meeting

Participate in Pre-Implementation kickoff meeting with ProPhoenix.

1. Review the Statement of Work (SOW).
2. Review all the interface specifications including NCIC and plan to get the projects started

### 5. Provide Customer Documentation

The customer is to be provided with the access to the following documentation:

- GEO Documentation
- GEO Spreadsheet Instructions
- GEO Spreadsheet
- Prerequisites for Phoenix Setup
- System Admin Guide
- Statement of Work



- Startup Spreadsheets and the guide

## Phase: 2 Planning

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### **1. Prepare Internal Team**

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ProPhoenix will conduct an internal meeting with the key team members.

### **2. Finalize Project Plan**

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ProPhoenix will prepare Microsoft Project Plan.

### **3. Conduct Business Analysis**

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The customer should assign appropriate agency staff to participate in a Business Analysis meeting with ProPhoenix staff to review policy and procedures of the organization and how they relate to ProPhoenix Software.

### **4. Provide CRM Access**

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The customer will provide a list of users that will have access to our Customer Relationship Management (CRM) site. These users should attend the System Admin training.

### **5. Conduct Data Analysis (as contracted)**

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The customer shall participate in a "Data Analysis" to review and confirm which data can be converted into ProPhoenix.

### **6. Facilitate GEO Training**

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GEO training has been completed by verifying the GEO Spreadsheet.

1. Insure that has all streets, addresses, intersections and common names are identified by political juris.
2. Insure a patrol area is assigned for each address/intersection.
3. Insure that a Run Assignment is assigned for addresses/intersections.

### **7. Complete Startup Spreadsheets**

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The Customer must complete the appropriate Startup Spreadsheets based on the scope of the project. Explanation on how they must be completed will be provided by ProPhoenix. Information from spreadsheets will be inserted in the customer system by ProPhoenix.

Personnel; Police CAD CFS Codes; Police Units; Police CAD Dispositions; Charges; NIBRS Charges; Terminals; Property Room; Locations; Inventory; Inventory History; Fleet; Course; Training.

## Phase: 3 Implementation

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### **1. Configure Hardware/System Software by Customer**

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The customer will provide a list of users that will have access to our Customer Relationship Management (CRM) site. These users should attend the System Admin training.



## 2. Install/Configure Phoenix Software by ProPhoenix

ProPhoenix will Install/Configure Phoenix Software

## 3. Conduct Train the Trainer Training

The customer is responsible for having the appropriate agency staff actively participate in the training.

- All students attending should be dedicated to the entire training session, not assigned other duties.
- Students should give their full attention to the class and not be permitted to use personnel devices for email or texting.
- Suitable classroom space must be provided, with a workstation and projector available for the instructor.
- No more than two (2) students per workstation.
- Each student must have a copy of the training workbooks, if provided for class.
- Workstations must be preconfigured with applications/icons available on the desktop.
- Students should be able to log into Windows.
- User names and password tested
- Necessary Windows privileges/security must be assigned.
- Students should be able to log into ProPhoenix.
- User names and passwords must be tested.
- Necessary roles must be assigned.
- RMS workstations should be configured with:
- High-speed internet access
- Screen: 21-inch, with minimum resolution of 1366 X 768
- Windows 7 or greater with IE 11
- Minimum of 6 GB of RAM
- Microsoft .Net Framework 4.5.1 (if using CAD/WDA)

## 4. Complete Geo File Import

1. The customer completes the GEO spreadsheets as per GEO Instruction document and training.
2. The customer ensures that individual political juris are identified in the spreadsheets for all records.
3. ProPhoenix performs initial GEO Conversion. The customer is required to review the GEO and provide timely feedback to ProPhoenix.
4. The customer will notify ProPhoenix upon acceptance of the GEO, and approve it to be inserted into the live database.



## 5. Install and Configure Interfaces

The customer and ProPhoenix are responsible for assisting and verifying the functionality of interfaces. The customer and ProPhoenix are also required to make arrangements and coordinate with any third party vendor for implementation of the interface with ProPhoenix.

## 6. Process Deliverable Orders

Deliverable items such as third-party hardware; ProPhoenix will be processing the Orders.

1. Purchasing will place the orders on behalf of the customer.
2. Shipment will come directly from the distributor.

The customer is responsible for installing it and configuring the items unless ProPhoenix to assist.

## 7. Perform Data Conversion Analysis (as contracted)

1. The customer must assign a resource familiar with the legacy database and table structure and able to work with the Data Conversion team to analyze data being converted into ProPhoenix.
2. The customer needs to provide timely feedback to ProPhoenix.

## 8. Convert Sample Data and Verify (as contracted)

The customer is responsible for reviewing converted data and providing timely feedback to ProPhoenix.

# Phase: 4 User Training

### 1. Conduct Follow-Up/Specialized User Training

The customer will dedicate appropriate personnel to attend the specialized training. This training is targeted for the personnel within the agency overseeing the implementation of the project. The same conditions as "3. Conduct Train the Trainer Training" under Implementation apply here.

### 2. Conduct End User Training

The customer is responsible to conduct end-user training following the Train-the-Trainer training.

### 3. Practice Dual Mode Operation

The customer is responsible for performing dual mode operation for a period of time prior to go-live. This is side-by-side operation of their existing application along with ProPhoenix to ensure smooth transition upon go-live.

# Phase: 5 Go-Live

### 1. Prepare the Database for Go-Live

The customer is responsible to insure all the necessary System Parameters are set for go-live.



## 2. Go-Live

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1. The customer will coordinate with ProPhoenix to schedule a go-live date and time.
2. The customer will make all the necessary agency preparations for go-live.

## 3. Perform Data Conversion (as contracted)

1. The customer is responsible for notifying ProPhoenix when they have finished using their old system.
2. The customer is responsible for reviewing and providing timely feedback to ProPhoenix on sample data conversion.
3. The customer

## 4. Conduct Post Go-Live Training

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The customer is responsible for having the appropriate agency staff participate in the training.

## Phase: 6 Closing

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### 1. Verify State Reporting Process

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The customer and ProPhoenix are responsible for verifying the state reporting process and providing feedback to ProPhoenix.

### 2. Conduct Final Review

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ProPhoenix will conduct a final review of the project with Sarpy County Project Manager.

### 3. Transfer PM to Account Management

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Upon conclusion of the Project, the customer to be transferred to Account Management.



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## 1. Application Software

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### **RMS Client - MultiJuris - Police (Site License)**

Hardware and all the necessary system software, along with its installation & configuration, are the responsibility of the customer unless otherwise specifically stated. System specifications must meet the minimum requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

### **RMS Server - MultiJuris – Police**

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

## 2. Interfaces

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Sarpy County is responsible for contacting the third party vendor or entity to secure requirements/specifications for each interface. The information is to be provided to ProPhoenix. If necessary, Sarpy County will arrange a meeting with the third party to work out any details, resolve issues and assist with development of the software. Sarpy County is responsible for any fees or charges the third party vendor or entity may require for their work as part of this interface.

### **Interface - ESRI to Phoenix RMS**

Sarpy County will use the County GIS ESRI ArcGIS Server mapping system and, if needed, the County will also use the Census's geocoding services. Interface will enable ESRI maps to display in all areas of the product where maps are used.

### **IMACS Name Push to RMS**

A unique "record/Transaction" will be created in ProPhoenix for the person that is booked into the Sarpy County Jail using IMACS software from vendor Intellitech Corp. The record would contain name of person, booking date, release date, booking number and while the person is actively booked into the Sarpy County Jail a visual "Flag/Alert" would be placed on the person record indicating they are currently "housed/booked" in the Sarpy County Jail,. The visual "Flag/Alert" would be removed once the person has been released from the Sarpy County Jail.

### **Interface - Civil Process Info to NE State**

Sarpy County to secure point of contact and specifications as mentioned above.

### **Interface - QueTel Property and Evidence**

Sarpy County to secure point of contact and specifications as mentioned above.

### **Interface - Motorola P1 CAD to Phoenix RMS**

Incident data entered in the CAD system will populate event records in Phoenix RMS. This would include the details of the call, dispatcher/officer notes, and the NCIC/CIB information for names and vehicles.

Cooperation of the CAD vendor is vital to a successful interface. ProPhoenix cannot bring over information that the CAD system or CAD vendor will not, or cannot, provide.

### **Interface - NE TraCS to RMS Configuration and Setup**

All the necessary hardware and software required for the TraCS program must be installed by the Customer . When available from the State of Nebraska, Summons/Citations/Crash/Parking and other transferable data entered via the TraCS program will be automatically downloaded from the customer created TraCSTran Folder on the Customer TraCS Server into Phoenix RMS and a Citation/Crash will be created. - An automatic duplicate name check will be performed. If a match is found with the Last Name, First Name, DOB, Race, and Sex, the existing name will be used. If not, a new name will be created. The interface will comply with State of Nebraska requirements.



## Interface – Nebraska NIBRS Compliance

ProPhoenix must be compliant with Nebraska NIBRS State requirements.

### 3. Project Management

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinctive project phases.

1. Initiation: Establish initial communication with the customer, set up internal systems, on-site analysis and initiation of the planning stage.
2. Planning: Conduct site visit if applicable, finalize project plan, and prepare internal team.
3. Implementation: Install and configure software, conduct system administration training, and execute a sample data conversion (if contracted)
4. User Training: Conduct train the trainer training, assist end user training, and prepare to go live.
5. Go-Live: Go live, conduct post go-live training, and perform data conversion (if contracted).
6. Closing: Conduct final review and project closeout. At completion, transfer project management to technical support staff.

### 4. Enhancements Requested

ProPhoenix will make the following enhancements as requested by Sarpy County:

- 1 Flag colors shall match the color of the "I" bubbles.
- 2 A notary function shall be added to the Arrest and Detention Report
- 3 Add a comments section for the DA Package creation.
- 4 Active Warrants will display in RED, dispositioned warrants will display in BLACK.
- 5 Provide an option to close warrant upon Arrest Entry for the warrant
- 6 Retention schedule or follow up date tied to the statutes
- 6.1 Sarpy County will need to provide more detail on this item.
- 7 Provide the ability to add multiple names to one piece of evidence.
- 8 Provide a drop down for the Warrant Entry Screen via a statute look up table.
- 9 Provide short cut button in crash entry screen to branch to add citation.
- 10 Decode 3D Bar Code from vehicle Registration to parse into tow record.
- 10.1 More research is needed to complete this.

### 5. Travel

#### On-site Travel, Lodging, M&IE

Actual expenses will be billed. An estimate of expenses are included in the contract price and listed in the proposal. This price is a do not exceed price. If additional travel is requested, or required, and expenses will, or may exceed this estimate, all expenses exceeding this estimate will be pre-approved by the Customer prior to any travel arrangements.

Travel expenses will be invoiced at the completion of each occurrence.

### 6. Conversion

#### Data Conversion - Need Analysis

ProPhoenix Project Manager will co-ordinate with the assigned customer's Project Manager to execute the needs analysis. Project life cycle includes:

- Needs analysis meeting
- Initial plan for conversion



- Risk Management and mitigation recommendations
- Determine what data technically be converted and what data is defined in the proposal for conversion

Needs assessment analysis does not include onsite travel and travel expenses.

If applicable, on-site will require travel costs that are the responsibility of the customer and will adhere to section 5 of this document.

## **Populate Geo (Address)**

Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or pay for the purchase the address only data from online sources.

Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries. Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data.

## CONSULTING AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_ 2018, between **Sarpy County** \_\_, hereinafter referred to as "Client" and Public Safety Consultants, Inc. hereinafter referred to as "Consultant".

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

- 1. Services.** Consultant agrees to perform for client the services as described in the Scope of Services section in Exhibit A attached hereto and as executed by Client and Consultant. Such services are hereinafter referred to as "Services." Client agrees that Consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's Services provided for by this contract.
- 2. Rate of Payment for Services.** Client agrees to pay Consultant for Services in accordance with the specific payment schedule contained in the Exhibits attached hereto and executed by both Client and Consultant. Unless otherwise specified in a specific Exhibit, this contract represents a fixed price contract, under which Consultant will charge, and Client will pay for services. Consulting services provided outside the scope of this contract will be billed at a fee of \$120.00 per hour plus ordinary and necessary expenses for travel, lodging, rental car, meals, materials, and other such items, as approved by Sarpy County.
- 3. Invoicing.** Client shall pay the amounts agreed to herein, due upon receipt of invoices which shall be sent by Consultant or his representative. Client shall be billed monthly for services provided in the preceding thirty days. Client shall timely pay the amount of such invoices to Consultant or his specific designee.

**Confidential Information.** Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any nonparty to the Agreement, any confidential information of Such Other Party. Confidential Information is Information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design and programming. Consultant hereby acknowledges that during the performance of this contract, Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the Client's business will be kept confidential by Consultant, except to the extent that such information is required to be divulged to Consultant's clerical or support staff or associates in order to enable Consultant to perform Consultant's contract obligations.

- 4. Staff.** Consultant is an independent contractor and neither Consultant nor Consultant's staff is, or shall be deemed to be, employed by Client. Client is hereby contracting with Contractor for the Services described in Exhibit A (Scope of Services) and Consultant reserves the right to determine the method, manner and means by which their Services will be performed. Consultant is not required to perform the Services during fixed hourly or daily time and if the Services are performed at the Client's premises, then Consultant's time spent at the premises is to be at the discretion of Consultant; subject to the Client's normal business hours and security

requirements. Consultant hereby confirms to the Client that the Client will not be required to furnish or provide any training to Consultant to enable Consultant to perform the Services required hereunder. The Services shall be performed by Consultant, or Consultant's staff, and the Client shall not be required to hire, supervise or pay any assistants to help Consultant who performs the Services under this Agreement. Consultant shall not be required to devote Consultant's fulltime nor the fulltime of Consultant's staff to the performance of the Service required hereunder, and it is acknowledged that Consultant has other clients and Consultant offers Services to the general public. The order of sequence in which the work is to be performed shall be under the control of Consultant.

5. **Termination.** Consultant's Services hereunder cannot be terminated or canceled short of completion of the Services agreed upon except for Consultant's failure to perform the contract's specifications as required hereunder and conversely, subject to Client's obligation to make full and timely payment(s) for Consultant's Service as set forth in Exhibit A, Consultant shall be obligated to complete the Services to the extent and as provided in Paragraph \_\_\_\_\_ hereof. The Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Client will not withhold any amount that would normally be withheld from any employee's pay.
6. **Use of Work Product.** Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all copyright and patent right with respect to all materials developed under this contract, and Client is hereby granted a nonexclusive license to use and employ such materials within the Client's business.
7. **Client Representative.** The following individual, \_\_\_\_\_, shall represent Client during the performance of this contract with respect to the Services and deliverables as defined herein and has authority to execute written modifications or additions to this contract.
8. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the非法 Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
9. **Disputes.**
10. **Savings Clause.** The Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and the Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and

obligations of the County and the Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

11. **Hold Harmless.** The Consultant agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the Consultant, its officers, employees, assignees, or agents. Any liability on the part of the County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions of the Consultant.
12. **Conflict of Interest.** Pursuant to Neb. Rev. Stat. § 23-3113, the Parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

(Seal)

ATTEST:

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Debra Houghtaling  
Sarpy County Clerk

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Don Kelly, Chairperson  
Sarpy County Board Of Commissioners

Approved as to Form:

Consultant: Public Safety Consultants, Inc.

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Deputy County Attorney

By: Ralph E. Soime, DPA

Title: President

## 1 Exhibit A: Scope of Work

PSCI has provided a task breakdown as to how we will approach the management of this project. It will entail working closely with Sarpy County as well as the contractor selected by Sarpy County. Once Sarpy County has selected a contractor, PSCI will work closely with the contractor and the county to develop a fair and equitable contract that will protect the county and insure the timely implementation of the RMS and Mobile Computing system. Once the contractor is on board, PSCI will oversee and coordinate the following tasks:

1. Bi-weekly Meetings and Reports: It is estimated that PSCI will need to prepare a minimum of twelve reports over the course of the project. These reports will describe the progress of the project. They will include the following:
  - a. Tasks completed to date.
  - b. Upcoming Tasks and who is responsible as well as due dates
  - c. Issues to be resolved, who is responsible as well as due dates
  - d. Key project deliverables and due dates
  - e. Project risks
  - f. Miscellaneous task and or issues to be addressed
2. Onsite or telephone meetings with Contractor as needed
3. Component Level Testing: PSCI will review all component level testing, test plans and test procedures. PSCI will oversee testing and document all level 1, 2, and 3, errors. Level 1 errors are those that halt the system, level 2 critical but processing can continue but the system cannot be accepted until they are fixed, and level 3 that are cosmetic in nature but need to be addressed and a date set for the errors to be fixed.
4. PSCI will oversee the final Acceptance testing and document all issues.
5. PSCI will provide a Final Report and presentation to review with public bodies on behalf of Sarpy County.

The following subsections describe PSCI's approach in greater detail.

### 1.1 Project Management

Dr. Ioimo will manage and monitor the project by tracking the cost and schedule against the planned activities. Dr. Ioimo will organize the staff and activities and review progress, and with input from the other project team members, develop the monthly status reports. He will delegate the tasks to the staff and coordinate all work performed by PSCI, the County and the Contractor.

As a contributing member on the project, the project manager will also be working on a daily basis on specific project deliverables. Project management duties are collateral to the primary mission.

However, PSCI adheres to the Project Management Institute (PMI)<sup>1</sup> practices and will adhere to the best practices of the Project Management Body of Knowledge (PMBOK) during the execution of his project management responsibilities.

The Project Manager will prepare written status reports with input from the team members. The status report will summarize current activities and accomplishments, plans for the next reporting period, and identify issues and recommended course of action. We will deliver a written report once per month. We will meet bi-weekly with the contractor to discuss the project's progress.

Dr. Ioimo, and selected team members, as appropriate, will review the status of the project with the Sarpy County monthly, or as requested by the County. We will use the written status report as a basis for discussion at the status meetings. The Project Manager will be the primary point of contact for all project activities. The project report will include the following:

- a. Tasks completed to date.
- b. Upcoming Tasks and who is responsible as well as due dates
- c. Issues to be resolved, who is responsible as well as due dates
- d. Key project deliverables and due dates
- e. Project risks
- f. Miscellaneous task and or issues to be addressed

## **1.2 Selection Process**

PSCI will provide Final Contract Negotiation Support, if requested. We will also provide the necessary support with internal political bodies, Board of Commissioners during the Contract award process.

PSCI will work with the selected Contractor to establish a realistic project schedule that is agreed to by all parties. PSCI will use Teamwork Project for project management services to document all tasks, both Contractor's and Sarpy County's and track each task and sub tasks progress.

## **1.3 Onsite meetings required throughout the project**

PSCI will conduct onsite and telephone meetings as required. PSCI anticipates a minimum of one onsite or telephone meeting per month throughout the project.

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<sup>1</sup> For more information on the PMI, see [www.pmi.org](http://www.pmi.org).

## **1.4 Monthly Status Reports**

PSCI will prepare a monthly status report and present it to the Sarpy County. We will then conduct a meeting to review the project progress and discuss the important contents and issues presented in the report. PSCI will also meet with the selected contractor on a monthly basis to go over the project's progress.

## **1.5 Meetings with Contractor**

PSCI will meet with the selected contractor at a minimum of once a month and as might be required throughout the life the project. These meetings would be to discuss the project's progress and any issues that might need to be resolved.

## **1.6 Testing**

PSCI anticipates two levels of testing, component and system level. PSCI intends to review the contractor's test plans and test procedures prior to any testing. Once approved PSCI will oversee the testing and document all system levels 1, 2, and 3 errors. PSCI will go over each error with the contractor and Sarpy County and develop a schedule for the correction and retesting of each error.

Upon the successful completion of the final system level test, PSCI will submit a report to Sarpy County with recommendation for final acceptance.

## **1.7 Final Report**

Upon final project completion, PSCI shall develop a comprehensive final report. In this report we will summarize the project, highlight the successes, the areas that require improvement and provide future recommendations. PSCI will also make formal presentations as required by the Cities that comprise the Sarpy County system.

## Exhibit B: Pricing

The following is the pricing for the project management consulting services.

Payment Milestone	When Invoiced	Amount
<b>1. Project Initiation</b>	Contract Signing	20% \$10,640.00
<b>2. Software Installation and Testing</b>	Completion of software installation and testing	35% \$18,620.00
<b>3. Training and System Go-Live testing</b>	All training and testing completed, System ready for Go-Live. Level1 and 2 errors fixed	25% \$13,300.00
<b>4. Interface Testing</b>	All interfaces functioning	15% \$ 7,980.00
<b>5. Final Report</b>	Final report to Sarpy County	5% \$ 2,660.00
<b>6. TOTAL PRICE</b>		<b>100% \$53,200.00</b>

PSCI anticipates the need to be onsite during milestones 2, 3, and 4. We estimate each trip to cost approximately \$1,150.00 totaling \$3,450. PSCI only charges for actual travel and per diem expenses and only for the actual number of trips. All other meetings will be conducted through Skype when possible. PSCI anticipates a minimum of bi-monthly meetings to review the project's progress. Any impromptu meetings that might be necessary can also be conducted using Skype.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE OF MARKED POLICE VEHICLES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRYAN WAUGH POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to approve the purchase two (2) 2019 Ford Police Interceptor Utility vehicles from Anderson Ford, Lincoln, Nebraska and up-fitting from 911 Custom, Overland Park, KS, in an amount not to exceed \$95,000.

**FISCAL IMPACT**

The FY19-20 Biennial budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

This purchase was budgeted as part of the FY19 budget. The purchase is being made off of the Nebraska State Contract. Expected delivery and payment for the vehicles will be in approximately April 2019.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO ANDERSON FORD, LINCOLN, NEBRASKA FOR THE PURCHASE OF TWO (2) 2019 FORD POLICE INTERCEPTOR UTILITY VEHICLE ALONG WITH UP-FITTING FROM 911 CUSTOM, OVERLAND PARK, KANSAS, IN AN AMOUNT NOT TO EXCEED \$95,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of new marked police vehicles is necessary; and

WHEREAS, the FY19 General Fund budget does include funds for the purchase of two (2) said vehicles; and

WHEREAS, the State of Nebraska did receive bids for 2019 police vehicles; and

WHEREAS, Anderson Ford, Lincoln, Nebraska, was awarded the state bid for Nebraska for the 2019 Ford Police Interceptor Utility Vehicle and will extend that price to the City of La Vista; and

WHEREAS, 911 Customs is a highly qualified and specialty emergency vehicle up-fitter; 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 accept the Nebraska state bid of Anderson Ford, Lincoln, Nebraska and authorize the purchase of two (2) 2019 Ford Police Interceptor Utility Police vehicles and up-fitting from 911 Customs, Overland Park, Kansas, in an amount not to exceed \$95,000.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER NO 5 84 <sup>TH</sup> STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEV. PROJECT OFFSTREET PKG. DIST. NO. 2- STRUCTURE No. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve Change Order No. 5 to the contract with Hawkins Construction Co. of Omaha, Nebraska for deletions of work, which will result in a decrease in the contract price of \$800.00.

**FISCAL IMPACT**

The FY 17/18 biennial budget includes funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

The initial contract for this project was awarded to Hawkins Construction Co. in the amount of \$3,863,000.00 on November 21, 2017. Previous Change Orders increased the contract price to \$3,955,343.91. Change Order No.5 decreases the contract amount by \$800.00 as a result of granular bedding not being used in conjunction with installation of below-grade PVC sewer piping. Granular bedding is not required by code and the Architect has approved of the installation without the granular bedding. There is no change to the contract time.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 5 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO PROVIDE FOR DELETIONS OF WORK TO THE CONTRACT WHICH WILL RESULT IN A DECREASE IN THE CONTRACT PRICE OF \$800.00.

WHEREAS, the City has determined it is necessary to make changes and deletions of work to the contract; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the project; and

WHEREAS, the contract price will decrease with change order number 5 by \$800.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 5 to the contract with Hawkins Construction Co., Omaha, Nebraska, to provide for deletions of work to the contract which will result in a decrease in the contract price of \$800.00.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



# AIA® Document G701™ – 2017

## Change Order

PROJECT: (Name and address)	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
10-17105-00 La Vista City Centre Parking Facilities	Contract For: General Construction  Date: January 2, 2018	Change Order Number: 005  Date: September 5, 2018
OWNER: (Name and address)	ARCHITECT: (Name and address)	CONTRACTOR: (Name and address)
City of La Vista 8116 Park View Blvd La Vista, NE 68128	DLR Group inc. (a Nebraska corporation) 6457 Frances Street, Suite 200 Omaha, NE 68106	Hawkins Construction Co. 2516 Deer Park Blvd Omaha, NE 68105

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Deduct for bedding material that was not installed in plumbing trenches per Detail 7/M2.1. -\$800.00
2. 5 year warranty shall be provided from the date of substantial completion for plumbing trenches and associated plumbing at no additional cost. The warranty shall include the removal and replacement of adjacent work and the reinstallation of work to match the contract documents. \$0.00

The original Contract Sum was	\$ 3,863,000.00
The net change by previously authorized Change Orders	\$ 92,343.91
The Contract Sum prior to this Change Order was	\$ 3,955,343.91
The Contract Sum will be decreased by this Change Order in the amount of	\$ 800.00
The new Contract Sum including this Change Order will be	\$ 3,954,543.91

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

DLR Group inc. (a Nebraska corporation)

ARCHITECT (Firm name)

SIGNATURE

Matthew Gulsvig, Project Manager

PRINTED NAME AND TITLE

September 5, 2018

DATE

Hawkins Construction Co.

CONTRACTOR (Firm name)

SIGNATURE

Jerry Seier, Construction Manager

PRINTED NAME AND TITLE

9/5/2018

DATE

City of La Vista

OWNER (Firm name)

SIGNATURE

Douglas Kindig, Mayor

PRINTED NAME AND TITLE

DATE

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 18, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE COMMUNITY CENTER WINCH REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the replacement of six (6) basketball backstop winch units and one (1) Gym Divider Curtain winch in the La Vista Community Center by MEYO Enterprises, LLC Ashland, NE, in an amount not to exceed \$18,955.00

**FISCAL IMPACT**

The FY 19/20 Biennial Budget provides funding for repairs. The repairs will not be completed until after October 1, 2018.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Due to a basketball backboard failure recently, cables were replaced and safety straps installed on all of the basketball backboards. During the inspection on this equipment, it was noted that the winches should also be replaced as they are original equipment to the building and nearing the end of their useful life. Since this was not an emergency situation, the project to replace the winches was included in the FY19 budget recently approved by Council.

MEYO Enterprises, LLC is the company that replaced the cables and provided the quote for the winch replacements. They recently informed us that due to tariff increases effective October 1st the equipment cost for this project will increase by 30% or \$3,321.00 if we wait to order materials. MEYO has indicated if the project is given approval they will order the equipment and keep it in their inventory. The project would be completed and the City would be billed after October 1<sup>st</sup>.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE REPLACEMENT OF SIX (6) BASKETBALL BACKSTOP WINCHES AND ONE (1) GYM DIVIDER CURTAIN WINCH IN THE LA VISTA COMMUNITY CENTER BY MEYO ENTERPRISES, LLC, ASHLAND, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$18,955.00

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the basketball backstop winches and gym divider curtain winch is necessary; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the proposed replacement; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the replacement of six (6) basketball backstop winches and one (1) gym divider curtain winch in the La Vista Community center by MEYO Enterprises, LLC, Ashland, Nebraska, in an amount not to exceed \$18,955.00.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk

# MEYO

Enterprises, LLC

2726 Furnas Street  
Ashland, NE 68003  
Phone (402) 660-2911  
Fax 1-(402) 521-2040  
[meyoenterprises@yahoo.com](mailto:meyoenterprises@yahoo.com)

## Bid Submission

Date: June 17, 2018

Jeff Siebels, Building Technician La Vista Public Works - Buildings Div. 9900 Portal Road La Vista, NE 68128	Service Location Address:  Community Center Gym – Replace 6 Basketball Backstop Winches and 1 Gym Divider Curtain Winch
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You recently requested pricing information from our Company. Here is our quote:

Quantity	Description	Total Cost
6	QR4 115v Basketball Backstop Winch	\$ 9,570.00
	Labor to Install (does not include electrical wiring)	\$ 4,785.00
	Lift Charge – estimated 2 days	\$ 500.00
	Shipping	\$ 300.00
	Sub-Total for Backstop Winches	\$ 15,155.00
1	Gym Divider Curtain Winch, retrofit mount kit, labor, lift charge and shipping (does not include electrical wiring)	\$ 3,800.00
	TOTAL	\$18,955.00
	Updated winches are 115 volt. Old system is low voltage and requires complete overhaul of the current wiring system. Each winch is to be individually wired for power at 115 volts with a 20 amp fuse and a monetary keyed switch.	

This is a quotation on the goods named, subject to any sales tax, if applicable. Lift charge is included in bid. Extra clamps, tubing, hardware or fabrication, limit switches set or adjusted, including time and materials, are not included in this bid.

Thank you for giving us the opportunity to bid for your business. We look forward to working with you. To accept this quotation, sign here and return via facsimile to 1- (402) 521-2040.

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Signature

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Date