

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING OCTOBER 2, 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 October 2, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, City Engineer Kottmann, Library Director Barcal, Director of Administrative Services Pokorny, Finance Director Miserez, Human Resources Director Czarnick, Assistant Recreation Director Karlson, and, Community Relations Coordinator Beaumont.

A notice of the meeting was given in advance thereof by publication in the Times on September 19, 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.

WASTEWATER AGENCY PRESENTATION

Mayor Kindig announced that the Wastewater Agency Presentation has been postponed to a future meeting.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 18, 2018 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE SEPTEMBER 13, 2018 LIBRARY BOARD MEETING
4. APPROVAL OF THE MINUTES OF THE AUGUST 13, 2018 LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC. MEETING
5. REQUEST FOR PAYMENT - DLR GROUP - PROFESSIONAL SERVICES - CITY CENTRE PARKING FACILITY - \$9,090.00
6. REQUEST FOR PAYMENT - DLR GROUP - PROFESSIONAL SERVICES - CITY CENTRE PARKING GRAPHIC DESIGN - \$3,800.00
7. REQUEST FOR PAYMENT - HDR - PROFESSIONAL SERVICES - PUBLIC IMPROVEMENTS AND OTHER WORKS - \$17,082.39
8. REQUEST FOR PAYMENT - RDG - PROFESSIONAL SERVICES - CIVIC CENTER PARK PHASE 1 - \$964.48
9. REQUEST FOR PAYMENT - MAPA - PROFESSIONAL SERVICES - APPLEWOOD CREEK TRAIL - \$1,727.20
10. REQUEST FOR PAYMENT - BLADE MASTERS INC. - CONSTRUCTION SERVICES - PHASE II PARK IMPROVEMENTS - \$215,125.69
11. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. - PROFESSIONAL SERVICES - PHASE 1 GOLF COURSE TRANSFORMATION - PROPOSED LAKE IMPROVEMENTS - \$4,374.45
12. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. - PROFESSIONAL SERVICES - PHASE 1 GOLF COURSE TRANSFORMATION - PROPOSED LAKE IMPROVEMENTS - \$10,576.95
13. REQUEST FOR PAYMENT - HAWKINS CONSTRUCTION COMPANY - CONSTRUCTION SERVICES - PARKING DISTRICT NO. 2 STRUCTURE NO. 1 - \$152,875.44
14. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL SERVICES - 84TH STREET REDEVELOPMENT SITE PREPARATION - \$1,949.50
15. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL SERVICES - CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE - \$44,120.95

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

16. RESOLUTION NO. 18-136 – CHANGE ORDER – CARPET REPLACEMENT AT POLICE STATION

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A CHANGE ORDER FOR THE PURCHASE AND INSTALLATION OF CARPETING FOR THE POLICE STATION FROM KELLY'S CARPET, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$10,665.89.

WHEREAS, the City Council of the City of La Vista determined that the replacement of carpeting in particular areas of the police station was necessary and approved Resolution 18-083 June 5, 2018; and

WHEREAS, the Police Department had salary savings in the FY 17/18 Biennial Budget to fund such 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; and

WHEREAS, after the carpet replacement was approved, staff discovered the remaining carpeting needed to be replaced increasing the total amount of the replacement from \$36,241.00 to \$46,906.89;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize a change order for the purchase of carpeting for the police station from Kelly's Carpet, Omaha, Nebraska, in an amount not to exceed \$10,665.89.

17. RESOLUTION NO. 18-137 – APPROVE PURCHASE – ICE CONTROL SALT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT FROM NEBRASKA SALT & GRAIN COMPANY, GOTHENBURG, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$56,250.00

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

WHEREAS, the FY18/19 Biennial Budget provides funding for this purchase; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt from Nebraska Salt & Grain Company, Gothenburg, Nebraska in an amount not to exceed \$56,250.00.

18. APPROVAL OF CLAIMS

911 CUSTOM LLC, maint.	\$83.95
ACCESS BANK, services	\$3,066.27
ACCUCUT LLC, supplies	\$74.00
ACTION BATTERIES, maint.	\$48.86
AE SUPPLY, services	\$190.00
ALISON DAVENPORT, refund	\$3.99
ALLY BANK, services	\$356.91
A-RELIEF, services	\$166.00
ASPHALT & CONCRETE MATERIALS, maint.	\$1,152.19
BARCAL, ROSE, supplies	\$105.45
BAUER BUILT TIRE, maint.	\$1,084.04
BAXTER FORD, maint.	\$271.82

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BISHOP BUSINESS EQUIPMENT, services	\$1,835.86
BLACK HILLS ENERGY, utilities	\$1,651.70
BRODART CO, supplies	\$93.04
BUETHE, P., travel	\$356.44
BUILDERS SUPPLY CO INC, bld&grnds	\$38.00
CENTER POINT PUBLISHING, books	\$408.66
CENTURY LINK, phones	\$829.10
CENTURY LINK BUSN SVCS, phones	\$67.21
CITY OF PAPILLION, services	\$130,207.67
CONSOLIDATED MANAGEMENT, services	\$21.42
CONVERGE ONE INC, services	\$1,690.00
COX COMMUNICATIONS, services	\$147.03
D & K PRODUCTS, bld&grnds	\$772.00
DATASHIELD CORP, services	\$60.00
DEARBORN NAT'L LIFE INS CO, services	\$1,116.00
DEMCO INC, supplies	\$131.36
DESIGN WORKSHOP INC, services	\$681.58
DIAMOND VOGEL PAINTS, bld&grnds	\$289.50
DULTMEIER SALES & SERVICE, bld&grnds	\$287.76
DXP ENTERPRISES INC, maint.	\$2.41
ECKOPHONIC, services	\$2,000.00
EDGEWEAR SCREEN PRINTING, apparel	\$703.40
ENTERPRISE FM TRUST, services	\$580.01
FBINAA-FBI NATL ACAD ASSOCS, services	\$75.00
FERGUSON ENTERPRISES, bld&grnds	\$369.88
GALE, books	\$76.47
GCR TIRES & SERVICE, maint.	\$571.40
GENERAL FIRE & SAFETY EQUIP CO, services	\$510.00
GENUINE PARTS CO-OMAHA, maint.	\$825.67
GRAHAM CONSTRUCTION, INC, services	\$434,942.64
GRAINGER, supplies	\$33.96
GRAYBAR ELECTRIC CO INC, bld&grnds	\$510.10
GREATAMERICA FINANCIAL, services	\$805.00
GREENKEEPER CO INC, services	\$1,300.00
GT DISTRIBUTORS INC, services	\$548.80
HANEY SHOE STORE, apparel	\$150.00
HAWKINS CONSTRUCTION CO, services	\$194,235.30
HEIMES CORP, services	\$373.60
HERITAGE CRYSTAL CLEAN LLC, services	\$374.51
HUNTEL COMMUNICATIONS, INC, phones	\$1,168.70
HY-VEE INC, services	\$58.00
INGRAM LIBRARY SERVICES, books	\$1,980.23
INLAND TRUCK PARTS, maint.	\$50.52
J & J SMALL ENGINE SERVICE, maint.	\$785.45
KELLY'S CARPET OMAHA, services	\$36,241.00
KEVIN JONES, services	\$300.00
KRIHA FLUID POWER CO INC, maint.	\$256.02
LARRY'S BOILER SERVICE, bld&grnds	\$615.00
LIBRARY IDEAS LLC, books	\$452.40
LIGHT AND SIREN, maint.	\$1,826.00
LOGAN CONTRACTORS SUPPLY, maint.	\$68.72
LOU'S SPORTING GOODS, supplies	\$1,188.32
MARCO INC, services	\$110.72
MARK A KLINKER, services	\$200.00
MARK QUINN, refund	\$300.00
MARY HAGERUP, travel	\$112.25
MATHESON TRI-GAS INC, services	\$422.71
MAX I WALKER, services	\$894.95
MENARDS-RALSTON, bld&grnds	\$928.25
METAL DOORS AND HARDWARE CO, bld&grnds	\$981.00

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

METRO COMM COLLEGE, services	\$33,700.82
MUD, utilities	\$46,913.20
MIDLANDS LIGHTING & ELECTRIC, services	\$165.00
MIDWEST TAPE, media	\$548.69
MMC MECHANICAL CONTRACTORS INC, bld&grnds	\$717.24
MNJ TECHNOLOGIES DIRECT INC, services	\$410.00
MSC INDUSTRIAL, supplies	\$317.43
NAT'L EVERYTHING WHOLESALE, supplies	\$102.09
NE DEPT OF REVENUE, sales tax	\$1,029.00
NEBR IOWA DOOR SERVICES, bld&grnds	\$20,652.00
NE LIFE MAGAZINE, services	\$24.00
NETWORKFLEET, INC, services	\$414.95
NEWMAN TRAFFIC SIGNS INC, services	\$239.76
NOVA FITNESS EQUIPMENT CO, services	\$138.48
NUTS & BOLTS INC, maint.	\$269.42
OCLC INC, services	\$155.39
ODEY'S INC, services	\$2,437.55
OFFICE DEPOT INC, supplies	\$1,040.84
OMA-GRO, services	\$24.00
OPPD, utilities	\$3,283.37
OMAHA WINDUSTRIAL CO, services	\$14.55
OMAHA WINNELSON, supplies	\$178.65
PATRICK J. ZELLER, services	\$40.00
PAYLESS OFFICE PRODUCTS INC, supplies	\$584.53
PITNEY BOWES, postage	\$1,441.00
PLAINS EQUIPMENT GROUP, maint.	\$1,567.11
POWER DMS INC, services	\$7,465.25
R. L. CRAFT CO., INC, bld&grnds	\$64,700.00
RDG PLANNING & DESIGN, services	\$142.50
READY MIXED CONCRETE CO, services	\$6,111.84
REFIELD & CO, supplies	\$325.57
RIVER CITY RECYCLING, services	\$123.93
SAPP BROS INC, services	\$712.64
SCHEMMER ASSOCIATES INC, services	\$1,699.62
SCHLUCKEBIER, KEVIN, services	\$797.85
SCHOLASTIC LIBRARY PUBLISHING, books	\$315.90
SIRCHIE FINGER PRINT LABS, services	\$74.14
SITE ONE LANDSCAPE SUPPLY LLC, maint.	\$31.01
SOUTHEAST LIBRARY SYSTEM, services	\$105.00
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$4,611.02
SUBURBAN NEWSPAPERS INC, services	\$43.00
SUN COUNTRY DISTRIBUTING LTD, services	\$125.68
SWAN ENGINEERING LLC, services	\$21.10
TED'S MOWER SALES, services	\$3,057.49
TERRACON, services	\$600.00
THOMPSON DREESSEN & DORNER, services	\$11,363.09
TITLECORE NATIONAL, LLC, services	\$880,462.84
TOSHIBA FINANCIAL, services	\$127.40
ULTIMATE BASEBALL ACADEMY, refund	\$300.00
UNITED SEEDS INC, services	\$292.50
VERIZON WIRELESS, services	\$209.01
WAL-MART, supplies	\$790.94
WHITE CAP CONSTR SUPPLY, services	\$256.08
WOODHOUSE LINCLN-MAZDA, maint.	\$397.14
Z & Z SALES LLC, supplies	\$385.00

Councilmember Frederick made a motion to approve the consent agenda. Seconded by Councilmember Hale. Councilmember Ronan 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 Recreation Director Karlson reported that Fall Fest will be held at City Hall on October 13 and that Halloween Safe Night will be held at the Community Center on October 31.

Chief Lausten reported that tomorrow is National Coffee with a Cop Day, and La Vista officers will be at the Hard Bean. October is Pink Patch Month, and the Pink Patch shirts are available now. Captain Kinsey is in Quantico at the FBI academy. He will graduate December 14th.

Public Works Director Soucie reported that the Ralston Viaduct will switch traffic and lane closures this week. Soucie also gave the following updates: Swain Construction will work on the ingresses and egresses along 84th Street next week. The Papio Trail ribbon cutting was held today. Vehicle Day was rained out. Beautiful Savior Church will be conducting a clean-up day along 96th Street, 84th Street, Harrison Avenue, and Giles Avenue.

B. CITIZEN ADVISORY REVIEW COMMITTEE – EDP REPORT

1. PUBLIC HEARING

At 7:07 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the EDP Report.

CAR Committee Chair Jeff Schovanec reported on the completion of the John Q. Hammons Project.

At 7:08 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.

C. APPROVAL OF A CLASS C LIQUOR LICENSE – OSAKA, INC. DBA OSAKA STEAKHOUSE AND SUSHI

1. PUBLIC HEARING

At 7:09 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Class C Liquor License.

At 7:09 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No.18-138 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION FOR OSAKA, INC. DBA OSAKA STEAKHOUSE AND SUSHI IN LA VISTA, NEBRASKA.

WHEREAS, Osaka, Inc. dba Osaka Steakhouse and Sushi, 12746 Westport Pkwy., Suite 2G, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

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

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

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

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NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by Osaka, Inc. dba Osaka Steakhouse and Sushi, 12746 Westport Pkwy., Suite 2G, La Vista, Sarpy County, Nebraska.

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

**D. RESOLUTION – CHANGE ORDER NO. 6 – DEMOLITION & SITE
PREPARATION MIXED USE – REDEVELOPMENT PROJECT AREA
(ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY
DEVELOPMENT AGENCY)**

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-139 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AUTHORIZING CHANGE ORDER NO. 6 TO THE CONTRACT WITH ANDERSON EXCAVATING CO., INC., OMAHA, NEBRASKA, TO PROVIDE FOR REVISIONS TO COMPLETION DATES, REDUCTION OF PAVEMENT REMOVAL QUANITITES, ADDITIONAL PRIVATE WATER MAIN CAPPING AND REPAIRS FOR AN INCREASE TO THE CONTRACT PRICE OF \$3,127.21.

WHEREAS, the City has determined it is necessary to make changes to the contract completion dates, pavement removal quantities, and water main capping and repairs; and

WHEREAS, the FY19/20 biennial budget includes funding in the Capital Improvement Program for this project. The contract price increases from \$1,131,558.55 to \$1,134,685.76.

NOW THEREFORE, BE IT RESOLVED, by City Council acting as the La Vista Community Development Agency, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Anderson Excavating Co., Inc., Omaha Nebraska, to provide for revisions to the contract completion dates, reduction of pavement removal quantities, and additional private water main capping and repairs for an increase to the contract price of \$3,127.21.

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

**E. RESOLUTION – AUTHORIZE PURCHASE OF HIGH-EFFICIENCY BOILER –
POLICE STATION**

Councilmember Quick introduced and moved for the adoption of Resolution No.18-140 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF A HIGH EFFICIENCY BOILER FOR THE POLICE STATION FROM GRUNWALD MECHANICAL CONTRACTORS & ENGINEERS, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$57,715.00.

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

WHEREAS, the FY18/19 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 the City of La Vista, Nebraska, do hereby authorize the purchase

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of a high efficiency boiler from Grunwald Mechanical Contractors & Engineers, Omaha, Nebraska, in an amount not to exceed \$57,715.00.

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. POSITION DESCRIPTION UPDATES

Councilmember Sheehan motioned to receive and file the position description updates. Seconded by Councilmember Thomas. 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

Councilmember Thomas commented that, while he has been out canvassing his ward, people have expressed that they are happy with everything in the City.

Councilmember Quick asked about the deadline to respond to the Community Survey.

Mayor Kindig gave a brief Legislative update.

At 7:24 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.

PASSED AND APPROVED THIS 16TH DAY OF OCTOBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2018
92% of the Fiscal Year 2018

<u>Preliminary</u>	<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>
REVENUES					
General Fund	\$ 16,914,117	\$ 2,959,591	\$ 14,599,081	\$ (2,315,036)	86%
Sewer Fund	4,243,469	197,220	3,625,788	(617,681)	85%
Debt Service Fund	5,496,931	976,219	4,453,336	(1,043,595)	81%
Lottery Fund	1,395,461	96,001	1,078,649	(316,812)	77%
Economic Development Fund	30,060	-	16,556,770	16,526,710	
Off Street Parking Fund	514	-	-	(514)	0%
Redevelopment Fund	2,531,484	253,071	1,808,808	(722,676)	71%
Police Academy	80,012	-	80,862	850	101%
Total Revenues	30,692,048	4,482,103	42,203,294	11,511,246	84%
* % of Budget: Adjusted for EDF variance					*
EXPENDITURES					
General Fund	17,633,989	1,090,045	13,773,615	(3,860,374)	78%
Sewer Fund	3,644,947	409,413	2,240,599	(1,404,348)	61%
Debt Service Fund	4,481,471	30,812	3,607,187	(874,284)	80%
Lottery Fund	692,994	39,536	477,248	(215,746)	69%
Economic Development Fund	16,425,000	-	17,852,212	1,427,212	109%
Off Street Parking Fund	585,523	6,753	570,198	(15,325)	97%
Redevelopment Fund	1,025,825	-	12,378,181	11,352,356	
Police Academy	91,728	6,076	74,496	(17,232)	81%
Total Expenditures	44,581,477	1,582,633	50,973,737	6,392,260	89%
* % of Budget: Adjusted for RedF variance					*
REVENUES NET OF EXPENDITURES					
General Fund	(719,872)	1,869,547	825,466	1,545,338	
Sewer Fund	598,522	(212,193)	1,385,189	786,667	
Debt Service Fund	1,015,460	945,407	846,149	(169,311)	
Lottery Fund	702,467	56,465	601,401	(101,066)	
Economic Development Fund	(16,394,940)	-	(1,295,442)	15,099,498	
Off Street Parking Fund	(585,009)	(6,753)	(570,198)	14,811	
Redevelopment Fund	1,505,659	253,071	(10,569,373)	(12,075,032)	
Police Academy	(11,716)	(6,076)	6,365	18,081	
Revenues Net of Expenditures	(13,889,429)	2,899,469	(8,770,443)	5,118,986	
Capital Improvement Program Fund					
REVENUES	117	-	-	(117)	0%
EXPENDITURES	28,044,751	757,763	7,342,936	(20,701,815)	26%
REVENUES NET OF EXPENDITURES	(28,044,634)	(757,763)	(7,342,936)	20,701,698	
TRANSFERS IN & BOND PROCEEDS	28,044,751	1,171,030	7,426,606	(20,618,145)	26%
Net Activity	117	413,267	83,670	83,553	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2018
92% of the Fiscal Year 2018

<u>Preliminary</u>	<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>
TRANSFERS IN & BOND PROCEEDS					
General Fund	93,625	-	55,858	(37,767)	60%
Sewer Fund	-	-	3,143	3,143	0%
Debt Service Fund	-	-	-	-	-
Capital Improvement Program Fund	28,044,751	1,171,030	7,426,606	(20,618,145)	26%
Lottery Fund	-	-	-	-	-
Economic Development Fund	600,000	386,017	986,017	386,017	164%
Off Street Parking Fund	590,000	43,921	570,112	(19,888)	97%
Redevelopment Fund	19,857,507	-	18,764,286	(1,093,221)	94%
Police Academy	20,000	-	20,000	-	100%
Transfers In	49,205,883	1,600,968	27,826,022	(21,379,861)	57%
TRANSFERS OUT					
General Fund	(1,210,000)	(429,938)	(1,594,516)	(384,516)	132%
Sewer Fund	(380,000)	-	-	380,000	0%
Debt Service Fund	(5,528,600)	-	(1,157,691)	4,370,909	21%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(372,269)	-	(87,794)	284,475	24%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	(21,857,507)	(1,171,030)	(6,221,733)	15,635,774	28%
Police Academy	-	-	-	-	-
Transfers Out	(29,348,376)	(1,600,968)	(9,061,734)	20,286,642	31%
NET TRANSFERS & BOND PROCEEDS					
General Fund	(1,116,375)	(429,938)	(1,538,658)	(422,283)	138%
Sewer Fund	(380,000)	-	3,143	383,143	0%
Debt Service Fund	(5,528,600)	-	(1,157,691)	4,370,909	21%
Capital Improvement Program Fund	28,044,751	1,171,030	7,426,606	(20,618,145)	26%
Lottery Fund	(372,269)	-	(87,794)	284,475	24%
Economic Development Fund	600,000	386,017	986,017	386,017	164%
Off Street Parking Fund	590,000	43,921	570,112	(19,888)	97%
Redevelopment Fund	(2,000,000)	(1,171,030)	12,542,553	14,542,553	-
Police Academy	20,000	-	20,000	-	100%
Bond Proceeds	19,857,507	-	18,764,288	(1,093,219)	94%
NET FUND ACTIVITY					
General Fund	(1,836,247)	1,439,609	(713,192)	1,123,055	
Sewer Fund	218,522	(212,193)	1,388,332	1,169,810	
Debt Service Fund	(4,513,140)	945,407	(311,542)	4,201,598	
Capital Improvement Program Fund	117	413,267	83,670	83,553	
Lottery Fund	330,198	56,465	513,607	183,409	
Economic Development Fund	(15,794,940)	386,017	(309,425)	15,485,515	
Off Street Parking Fund	4,991	37,168	(86)	(5,077)	
Redevelopment Fund	(494,341)	(917,959)	1,973,180	2,467,521	
Police Academy	8,284	(6,076)	26,365	18,081	
Net Activity	\$ (22,076,556)	\$ 2,141,706	\$ 2,650,908	\$ 24,727,464	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2018
92% of the Fiscal Year 2018

Preliminary	General Fund					% of budget Used
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget		
REVENUES						
Property Taxes	\$ 6,593,220	\$ 2,038,637	\$ 6,284,424	\$ (308,796)		95%
Sales and use taxes	5,028,839	495,813	3,538,364	(1,490,475)		70%
Payments in Lieu of taxes	275,000	-	253,054	(21,946)		92%
State revenue	1,720,423	137,463	1,583,534	(136,889)		92%
Occupation and franchise taxes	1,070,492	66,378	834,237	(236,255)		78%
Hotel Occupation Tax	997,500	92,925	925,772	(71,728)		93%
Licenses and permits	537,536	48,428	621,298	83,762		116%
Interest income	20,568	7,104	48,136	27,568		234%
Recreation fees	153,455	16,814	174,517	21,062		114%
Special Services	23,889	1,031	18,727	(5,162)		78%
Grant Income	256,759	5,993	118,472	(138,287)		46%
Other	236,436	49,006	198,546	(37,890)		84%
Total Revenues	16,914,117	2,959,591	14,599,081	(2,315,036)		86%
EXPENDITURES						
Current:						
Administrative Services	879,230	72,985	701,957	(177,273)		80%
Mayor and Council	234,444	8,005	162,441	(72,003)		69%
Boards & Commissions	10,133	46	5,966	(4,167)		59%
Public Buildings & Grounds	543,114	(93,958)	207,785	(335,329)		38%
Administration	785,352	47,146	599,488	(185,864)		76%
Police and Animal Control	4,801,966	349,492	4,178,248	(623,718)		87%
Fire	2,131,593	161,439	1,693,872	(437,721)		79%
Community Development	627,525	39,025	532,681	(94,844)		85%
Public Works	3,678,248	314,496	2,959,627	(718,621)		80%
Recreation	831,878	71,835	661,430	(170,448)		80%
Library	834,933	55,083	685,629	(149,304)		82%
Information Technology	244,423	7,150	231,421	(13,002)		95%
Human Resources	977,744	29,920	594,645	(383,099)		61%
Public Transportation	98,664	5,713	73,649	(25,015)		75%
Capital outlay	954,742	21,668	484,776	(469,966)		51%
Total Expenditures	17,633,989	1,090,045	13,773,615	(3,860,374)		78%
REVENUES NET OF EXPENDITURES	(719,872)	1,869,547	825,466	1,545,338		
OTHER FINANCING SOURCES (USES)						
Operating transfers in (Lottery)	93,625	-	55,858	(37,767)		60%
Operating transfers out (EDF, OSP, CIP)	(1,210,000)	(429,938)	(1,594,516)	(384,516)		132%
Bond/registered warrant proceeds	-	-	-	-		0%
Total other Financing Sources (Uses)	(1,116,375)	(429,938)	(1,538,658)	(422,283)		138%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES						
	\$ (1,836,247)	\$ 1,439,609	\$ (713,192)	\$ 1,123,055		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the eleven months ending August 31, 2018
92% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Sewer Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<u>REVENUES</u>					
User fees	\$ 4,023,015	\$ 125,105	\$ 3,369,589	\$ (653,426)	84%
Service charge and hook-up fees	206,806	71,650	245,442	38,636	119%
Grant Income	10,000	-	-	(10,000)	0%
Miscellaneous (MUD old SID refunds)	457	17	6,340	5,883	
Total Revenues	4,240,278	196,772	3,621,371	(618,907)	85%
<u>EXPENDITURES</u>					
General & Administrative	172,093	12,622	148,207	(23,886)	86%
Maintenance	3,355,372	391,104	2,010,324	(1,345,048)	60%
Storm Water Grant	56,002	2,611	29,425	(26,577)	53%
Capital Outlay	61,480	3,076	52,644	(8,836)	86%
Total Expenditures	3,644,947	409,413	2,240,599	(1,404,348)	61%
OPERATING INCOME (LOSS)	595,331	(212,640)	1,380,772	785,441	
NON-OPERATING REVENUE (EXPENSE)					
Interest income	3,191	448	4,417	1,226	138%
	<u>3,191</u>	<u>448</u>	<u>4,417</u>	<u>1,226</u>	<u>138%</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS	598,522	(212,193)	1,385,189	786,667	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery Events)	-	-	3,143	3,143	0%
Operating transfers out (CIP)	(380,000)	-	-	380,000	0%
Total other Financing Sources (Uses)	(380,000)	-	3,143	383,143	-1%
NET INCOME (LOSS)	\$ 218,522	\$ (212,193)	\$ 1,388,332	\$ 1,169,810	
Operating Income Variance	785,441				
City of Omaha billing in arrears 3 months	(600,000)				
Personnel & Contract Services	(110,000)				
Sewer Connection Fees Due to Omaha	(57,684)				
Remaining Operating Income Variance	<u>17,757</u>				

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2018
92% of the Fiscal Year 2018

Preliminary	Debt Service Fund				% of budget Used
	Budget	MTD Actual	YTD Actual	Over(under) Budget	
REVENUES					
Property Taxes	\$ 2,110,551	\$ 680,971	\$ 2,004,130	\$ (106,421)	95%
Sales and use taxes	2,514,420	247,906	1,769,182	(745,238)	70%
Payments in Lieu of taxes	15,000	-	86,409	71,409	576%
Interest income	10,117	3,854	34,521	24,404	341%
Other (Special Assessments, Fire Reimbursmt)	846,843	43,487	559,095	(287,748)	66%
Total Revenues	5,496,931	976,219	4,453,336	(1,043,595)	81%
EXPENDITURES					
Current:					
Administration	90,000	6,705	26,584	(63,416)	30%
Fire Contract Bond	300,056	24,107	265,177	(34,879)	88%
Debt service					
Principal	3,123,200	-	2,815,000	(308,200)	90%
Interest	968,215	-	500,426	(467,789)	52%
Total Expenditures	4,481,471	30,812	3,607,187	(874,284)	80%
REVENUES NET OF EXPENDITURES	1,015,460	945,407	846,149	(169,311)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery Bond)	-	-	-	-	0%
Operating transfers out (CIP)	(5,528,600)	-	(1,157,691)	4,370,909	21%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	(5,528,600)	-	(1,157,691)	4,370,909	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ (4,513,140)	\$ 945,407	\$ (311,542)	\$ 4,201,598	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2018
92% 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>	
<u>REVENUES</u>					
Interest income	\$ 117	\$ -	\$ -	\$ (117)	0%
Grant Income	-	-	-	-	0%
Interagency	-	-	-	-	0%
Total Revenues	117	-	-	(117)	0%
<u>EXPENDITURES</u>					
Current:					
Capital outlay	28,044,751	757,763	7,342,936	(20,701,815)	26%
Total Expenditures	28,044,751	757,763	7,342,936	(20,701,815)	26%
REVENUES NET OF EXPENDITURES	(28,044,634)	(757,763)	(7,342,936)	20,701,698	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	28,044,751	1,171,030	7,426,606	(20,618,145)	26%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	28,044,751	1,171,030	7,426,606	(20,618,145)	26%
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ 117	\$ 413,267	\$ 83,670	\$ 83,553	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2018
92% of the Fiscal Year 2018

Preliminary	Lottery Fund					% of budget Used
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget		
REVENUES						
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 64,924	\$ 751,025	\$ (248,975)		75%
Lottery Tax Form 51	360,000	25,930	300,151	(59,849)		83%
Event Revenue	25,700	2,320	2,449	(23,251)		10%
Interest income	9,761	2,828	25,025	15,264		256%
Miscellaneous / Other	-	-	-	-		0%
Total Revenues	1,395,461	96,001	1,078,649	(316,812)		77%
EXPENDITURES						
Current:						
Professional Services	200,493	12,093	94,921	(105,572)		47%
Salute to Summer	30,498	195	29,684	(814)		97%
Community Events	9,349	-	10,330	981		110%
Events - Marketing	27,228	-	29,516	2,288		108%
Recreation Events	9,683	1,319	6,647	(3,036)		69%
Concert & Movie Nights	10,506	-	6,000	(4,506)		57%
Travel & Training	45,237	-	-	(45,237)		0%
State Taxes	360,000	25,930	300,151	(59,849)		83%
Other	-	-	-	-		0%
Capital outlay	-	-	-	-		0%
Total Expenditures	692,994	39,536	477,248	(215,746)		69%
REVENUES NET OF EXPENDITURES	702,467	56,465	601,401	(101,066)		
OTHER FINANCING SOURCES (USES)						
Operating transfers in	-	-	-	-		-
Operating transfers out	(372,269)	-	(87,794)	284,475		24%
Bond/registered warrant proceeds	-	-	-	-		-
Total other Financing Sources (Uses)	(372,269)	-	(87,794)	284,475		24%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES						
	\$ 330,198	\$ 56,465	\$ 513,607	\$ 183,409		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2018
92% of the Fiscal Year 2018

Preliminary	Economic Development				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used
REVENUES					
JQH Payment	-	-	16,556,770	16,556,770	
Interest income	30,060	-	-	(30,060)	
Total Revenues	30,060	-	16,556,770	16,526,710	
EXPENDITURES					
Current:					
Community Development	-	-	-	-	0%
Professional Services	5,000	-	736	(4,264)	15%
Debt service: (Warrants)					0%
Principal	16,420,000	-	16,420,000	-	100%
Interest	-	-	1,431,476	1,431,476	0%
Total Expenditures	16,425,000	-	17,852,212	1,427,212	109%
REVENUES NET OF EXPENDITURES	(16,394,940)	-	(1,295,442)	15,099,498	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	600,000	386,017	986,017	386,017	164%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds					0%
Total other Financing Sources (Uses)	600,000	386,017	986,017	386,017	164%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ (15,794,940)	\$ 386,017	\$ (309,425)	\$ 15,485,515	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2018
92% of the Fiscal Year 2018

Preliminary	Off Street Parking				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used
REVENUES					
Interest income	514	-	-	(514)	0%
Total Revenues	514	-	-	(514)	0%
EXPENDITURES					
Current:					
General & Administrative	20,518	3,230	14,189	(6,329)	69%
Professional Services		-	-		0%
Maintenance	19,890	3,523	10,894	(8,996)	55%
Debt service: (Warrants)					
Principal	470,000	-	470,000	-	100%
Interest	75,115	-	75,115	-	100%
Total Expenditures	585,523	6,753	570,198	(15,325)	97%
REVENUES NET OF EXPENDITURES	(585,009)	(6,753)	(570,198)	14,811	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	590,000	43,921	570,112	(19,888)	97%
Operating transfers out		-	-		0%
Bond/registered warrant proceeds					0%
Total other Financing Sources (Uses)	590,000	43,921	570,112	(19,888)	97%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ 4,991	\$ 37,168	\$ (86)	\$ (5,077)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2018
92% of the Fiscal Year 2018

Preliminary	Redevelopment Fund				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
Sales and use taxes	2,514,420	247,906	1,769,182	(745,238)	70%
Interest income	17,064	5,165	39,626	22,562	232%
Total Revenues	2,531,484	253,071	1,808,808	(722,676)	71%
EXPENDITURES					
Current:					
Community Development	-	-	-	-	0%
Professional Services	55,000	-	265,812	210,812	
Financial / Legal Fees	51,000	-	224,162	173,162	
Debt service: (Warrants)					
Principal	395,000	-	11,495,000	11,100,000	
Interest	524,825	-	393,207	(131,618)	75%
Total Expenditures	1,025,825	-	12,378,181	11,352,356	
REVENUES NET OF EXPENDITURES	1,505,659	253,071	(10,569,373)	(12,075,032)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(21,857,507)	(1,171,030)	(6,221,733)	15,635,774	28%
Bond/registered warrant proceeds	19,857,507	-	18,764,286	(1,093,221)	94%
Total other Financing Sources (Uses)	(2,000,000)	(1,171,030)	12,542,553	14,542,553	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ (494,341)	\$ (917,959)	\$ 1,973,180	\$ 2,467,521	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2018
92% of the Fiscal Year 2018

Preliminary	Police Academy Fund				
	<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>
REVENUES					
Other Income	80,000	-	80,862	862	101%
Interest income	12	-	-	(12)	0%
Total Revenues	80,012	-	80,862	850	101%
EXPENDITURES					
Current:					
Personnel Services	72,228	5,755	59,228	(13,000)	82%
Commodities	3,500	113	2,779	(721)	79%
Contract Services	11,000	60	5,804	(5,196)	53%
Other Charges	5,000	147	6,686	1,686	134%
Total Expenditures	91,728	6,076	74,496	(17,232)	81%
REVENUES NET OF EXPENDITURES	(11,716)	(6,076)	6,365	18,081	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	20,000	-	20,000	-	100%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	20,000	-	20,000	-	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ 8,284	\$ (6,076)	\$ 26,365	\$ 18,081	



**Kissel, Kohout,
ES Associates LLC**

301 South 13th Street Suite 400
Lincoln, Nebraska 68508
kisselkohoutes.com
Phone: 402-476-1188
Fax: 402-476-6167

INVOICE

October 1, 2018

Inv. # UCSC-LAV-1018

TO: United Cities of Sarpy County
Brenda Gunn, City Administrator
City of La Vista
8116 Park View Blvd
La Vista, Nebraska 68128

For Legislative Services: October 1, 2018 – September 30, 2019 \$9,014.80
(\$45,094 – \$19.98/5 = \$9,014.80)

Total Due: \$9,014.80

Please remit, net 30, to:

Joseph D. Kohout
Kissel, Kohout, ES Associates LLC
301 S 13th Street, Suite 400
Lincoln NE, 68508

THANK YOU FOR YOUR BUSINESS!!!

01.11.0314

Consent Agenda 10/16/18 (Re)



INVOICE

CUSTOMER NUMBER : 1006528
 INVOICE NUMBER : 90177086
 AMOUNT : \$11,897.90
 DATE : 09/25/2018

MAKE CHECKS PAYABLE TO:
 BNSF RAILWAY COMPANY
 3115 SOLUTIONS CENTER
 CHICAGO, ILLINOIS 60677-3001

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

FOR FURTHER INFORMATION:
 MARSHA HERBERT
 (817)352-4837
 MARSHA.HERBERT@BNSF.COM

CONTRACT NO: BF10013831

BNSF TIN NO.41-6034000

** PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT **

MONTHS ACCOUNTS : 09/2018
 SERVICE FROM : 07/01/2018
 SERVICE TO : 08/31/2018

THIRD PARTY PLAN REVIEW FOR DITCH CLEAN OUT AND EXISTING CULVERT CLEAN OUT ON BNSF PROPERTY. LS 137, MP 28.78.

100% BILLABLE TO THE CITY OF LA VISTA

WBS 7-0394-18

PARTIAL # 1

Total Costs:	\$11,897.90
Billable Pct :	100.00 %
Invoice Total :	\$11,897.90

O.K. to pay
 DMK 10-1-2018
 05.71.0899.603

Payment due within 30 days of invoice date unless otherwise authorized by contract or other written agreement.

Consent Agenda 10/16/18 *(rc)*

INVOICE NUMBER: 90177086

SA Voucher Payment

VOUCHER #	DESCRIPTION	AMOUNT
180410-1	MILESTONE ENGINEERING INC	11,957.59
07 DISC	MILESTONE ENGINEERING INC DISCOUNT	59.79-

VOUCHERS TOTAL: 11,897.90

WBS 7039418 TOTAL: 11,897.90

Billable Percentage 100.00 %: 11,897.90

INVOICE SUBTOTAL: 11,897.90

INVOICE TOTAL: 11,897.90

**Milestone Engineering, Inc.**

3259 E Sunshine St, Suite T
Springfield, MO 65804

INVOICE

Invoice Number: 180410-1
Date: July 02, 2018
Project Number: 180410
P.O. Number: 14855
Vendor Number: 2055519

BNSF Railway Company

Attn: Attwood, Trevor
4515 Kansas Avenue
Kansas City, KS 66106

La Vista Drainage Improvements Review

For Professional Services Rendered Through: June 29, 2018

Labor

	Hours	Rate	Amount
Holesapple, Michael W.	27.00	150.00	\$4,050.00
Long, Leigh P.	24.00	90.00	\$2,160.00
MacLachlan, Carla D.	1.00	80.00	\$80.00
	52.00		\$6,290.00

Reimbursable Expenses

	Amount
Lodging	\$97.01
Meals	\$18.27
Rental Fuel	\$89.18
Rental Vehicle	\$100.73
	\$305.19

Sub-Consultants

	Amount
Allgeier, Martin and Associates, Inc.	\$5,362.50
	\$5,362.50
Invoice Total	\$11,957.69

Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
Total Outstanding					

Contract Summary

Contract	Previously Billed	Current Billing	Billed To Date	Remaining
\$14,110.00	\$0.00	\$11,957.69	\$11,957.69	\$2,152.31

Milestone Engineering, Inc.

Backup

Invoice Number: **180410-1**
 Date: July 02, 2018
 Project Number: **180410**
 P.O. Number: **14855**

For Professional Services Rendered Through: June 29, 2018**Labor**

	Date	Hours	Rate	Amount
Final Design				
<i>Design Engineer</i>				
Long, Leigh P.	5/9/2018	2.00	90.00	\$180.00
Long, Leigh P.	5/10/2018	8.00	90.00	\$720.00
Long, Leigh P.	5/11/2018	8.00	90.00	\$720.00
Long, Leigh P.	5/14/2018	2.00	90.00	\$180.00
Long, Leigh P.	5/21/2018	2.00	90.00	\$180.00
Long, Leigh P.	5/30/2018	2.00	90.00	\$180.00
<i>Project Administrator</i>				
MacLachlan, Carla D.	6/27/2018	1.00	80.00	\$80.00
<i>Project Manager</i>				
Holesapple, Michael W.	4/22/2018	1.00	150.00	\$150.00
Holesapple, Michael W.	5/4/2018	1.00	150.00	\$150.00
Holesapple, Michael W.	5/22/2018	1.00	150.00	\$150.00
Holesapple, Michael W.	6/6/2018	4.00	150.00	\$600.00
Holesapple, Michael W.	6/7/2018	6.00	150.00	\$900.00
Holesapple, Michael W.	6/8/2018	6.00	150.00	\$900.00
Holesapple, Michael W.	6/11/2018	4.00	150.00	\$600.00
Holesapple, Michael W.	6/12/2018	4.00	150.00	\$600.00
Final Design Total			52.00	\$6,290.00
Labor Total			52.00	\$6,290.00

Reimbursable Expenses

	Date	Qty	Unit Rate	Amount
Final Design				
<i>Long, Leigh P.</i>				
Meals	RUNZA	5/10/2018	1.00	7.51
Meals	TRAILS END	5/11/2018	1.00	3.14
Meals	CHURCH'S	5/11/2018	1.00	7.62
Rental Fuel	KUM & GO	5/11/2018	1.00	38.87
Rental Fuel	TRAILS END	5/11/2018	1.00	50.31
Lodging	COMFORT SUITES	5/11/2018	1.00	97.01
Rental Vehicle	AVIS	5/11/2018	1.00	100.73

Reimbursable Expenses

	Date	Qty	Unit Rate	Amount
Final Design Total				\$305.19

Reimbursable Expenses Total	\$305.19
------------------------------------	-----------------

Sub-Consultants

		Invoice	Date	Amount
Final Design				
Algeier, Martin and Associates, Inc.	Labor	MILE7400517-3	6/29/2018	\$1,170.00
Algeier, Martin and Associates, Inc.	Labor	MILE7400517-2	6/29/2018	\$4,192.50
	Final Design Total			\$5,362.50

Sub-Consultants Total	\$5,362.50
------------------------------	-------------------

JULY DISCOUNTS

Year	Month	AFE	Biller	State	INV_NBR	VNDR_NAME	Discount Amount	Invoice Amount	INV_DT_PD	SAP_AC_D OC_TYP
2018	7	7039418	MH	NE	180410-1	MILESTONE ENGINEERING INC	59.79	(11,957.69)	17-Jul-18	KR



" We Protect the Environment"

515 5TH STREET - PO BOX 398
HUDSON, IOWA 50643
Phone: 319-988-4205 Fax: 319-988-3506

Invoice
Invoice Number:
30571
Invoice Date:
Oct 4, 2018

402-331-8927

Sold To:
CITY OF LAVISTA
8116 PARK VIEW
LAVISTA, NE 68128

Ship to:
PUBLIC WORKS
9900 PORTAL ROAD
LAVISTA, NE 68128

Customer ID	Order Number	Payment Terms	
LAVIST		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		11/3/18
Quantity	Description	Unit Price	Extension
51.200	Cured In Place Pipe 18" Diameter - per foot	192.000	9,830.40
1.000	Wrinkle Discount	2,000.000	-2,000.00

We Provide: Sewer Cleaning Televising Maintenance Contracts Grouting I/I Reductions CIPP Lining Equipment Sales & Service
--

Subtotal 7,830.40
Sales Tax
Freight
Total Invoice Amount 7,830.40 ←

Municipal Pipe Tool Core Values: Safety Unity Results Proactive Relationships Determination

OK. to pay
PMK 10-5-2018
05.71.0925.003

Interest Rates: Invoices are due 30 days after date of invoice. Interest will be charged on all past due invoices at the rate of 1.5% per month. If payment is not received within 30 days of invoice, interest will be assessed from the first day past due. Statements will be sent on a monthly basis.

Consent Agenda 10/16/18 (10)

October 17, 2018

City of La Vista City Council Consent Agenda

Omaha Sewer Tract Connection Fees

Address	Company	Amount Due to Omaha	GL Date	Amount in Liability Account	Difference	Remitted	Remitted to Account
12923-12929 Chandler Road PLZ Blk	Edward Rose Development	23,073.60	8/15/2018	\$ 23,073.60	\$ -		02.00.0052.001
12951-12959 Chandler Rd Plz	Edward Rose Development	28,842.00	8/15/2018	\$ 28,842.00	\$ -		02.00.0052.001
12950-12958 Centech Plz	Edward Rose Development	28,842.00	8/31/2018	\$ 28,842.00	\$ -		02.00.0052.001
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
		<u>\$ 80,757.60</u>		<u>\$ 80,757.60</u>	<u>\$ -</u>		

Payment Requested by: John Kottman

Approved by: Cindy Miserez
Date: October 17, 2018All funds have been received from the Companies
for remittance to OmahaAccounts Payable Note: Please enter a separate invoice for each company for each vendor
Vendor: City of Omaha
Vendor Number: 00152
Attention: Ronald L. Bartlett (PWks)

Please Note Accounts Payable Instructions:

Please include a copy of this worksheet and John Kottmann's letter with the check

Please enter a separate invoice for each amount listed with the address in the description field

Check #	Check Date	Vendor Name	Amount	Voided
128008	10/03/2018	BARCAL, DJ.	231.00	N
128009	10/03/2018	BLADE MASTERS GROUNDS MNTNC IN	215,125.69	N
128010	10/03/2018	DLR GROUP	12,890.00	N
128011	10/03/2018	HAWKINS CONSTRUCTION COMPANY	152,875.44	N
128012	10/03/2018	HDR ENGINEERING INC	17,082.39	N
128013	10/03/2018	KINDIG, DOUGLAS	55.92	N
128014	10/03/2018	LARSON, CRYSTAL	165.00	N
128015	10/03/2018	LAUSTEN, ROBERT S	231.00	N
128016	10/03/2018	MAPA-METRO AREA PLANNING AGNC	1,727.20	N
128017	10/03/2018	OLSSON ASSOCIATES	46,070.45	N
128018	10/03/2018	RDG PLANNING & DESIGN	964.48	N
128019	10/03/2018	SOUCIE, JOSEPH H JR	834.49	N
128020	10/03/2018	THOMPSON DREESSEN & DORNER	14,951.40	N
128021	10/03/2018	ULTIMATE BASEBALL ACADEMY	300.00	N
128018	10/12/2018	CARL ESTWICK SR	200.00	N
128022	10/16/2018	A-RELIEF SERVICES INC	244.00	N
128023	10/16/2018	ACTION BATTERIES UNLTD INC	88.28	N
128024	10/16/2018	AED ZONE	20.00	N
128025	10/16/2018	ASPHALT & CONCRETE MATERIALS	1,395.03	N
128026	10/16/2018	BAUER BUILT TIRE	1,529.36	N
128027	10/16/2018	BAXTER FORD 144TH & I-80	38.32	N
128028	10/16/2018	BOOT BARN	138.53	N
128029	10/16/2018	CANTU, CRYSTAL	22.00	N
128030	10/16/2018	TAYLOR CASCADEN	64.00	N
128031	10/16/2018	CENTURY LINK	601.23	N
128032	10/16/2018	CENTURY LINK BUSN SVCS	80.89	N
128033	10/16/2018	CITY OF OMAHA	232,597.28	N
128034	10/16/2018	CITY OF PAPILLION	183,260.84	N
128035	10/16/2018	CMS-CTR FOR MUNICIPAL SOLUTNS	350.00	N
128036	10/16/2018	CONSOLIDATED MANAGEMENT	131.21	N
128037	10/16/2018	COX COMMUNICATIONS	277.40	N
128038	10/16/2018	CULLIGAN OF OMAHA	14.00	N
128039	10/16/2018	DULTMEIER SALES & SERVICE	42.58	N
128040	10/16/2018	DXP ENTERPRISES INC	232.47	N
128041	10/16/2018	ERNEST-RUPPRECHT, JENNIFER	175.00	N
128042	10/16/2018	ETC INSTITUTE	9,520.00	N
128043	10/16/2018	FBG SERVICE CORPORATION	5,965.00	N
128044	10/16/2018	FERGUSON ENTERPRISES INC #226	48.43	N
128045	10/16/2018	FILTER CARE	10.35	N
128046	10/16/2018	FIRST NATIONAL BANK FREMONT	194,501.88	N
128047	10/16/2018	FOCUS PRINTING	75.00	N
128048	10/16/2018	GCR TIRES & SERVICE	211.21	N
128049	10/16/2018	GREAT PLAINS UNIFORMS	134.50	N
128050	10/16/2018	HANEY SHOE STORE	150.00	N
128051	10/16/2018	HARM'S CONCRETE INC	148.05	N
128052	10/16/2018	HARTS AUTO SUPPLY	185.00	N
128053	10/16/2018	HEARTLAND TIRES AND TREADS	485.00	N
128054	10/16/2018	HOBBY LOBBY STORES INC	66.24	N
128055	10/16/2018	HOME DEPOT CREDIT SERVICES	141.10	N
128056	10/16/2018	HURST, JEAN	75.90	N
128057	10/16/2018	INGRAM LIBRARY SERVICES	4,406.91	N
128058	10/16/2018	JOHNSON HARDWARE COMPANY	295.00	N
128059	10/16/2018	KELLY'S CARPET OMAHA	10,665.89	N
128060	10/16/2018	KRIHA FLUID POWER CO INC	288.08	N
128061	10/16/2018	LA VISTA COMMUNITY FOUNDATION	60.00	N
128062	10/16/2018	LANGUAGE TESTING INTERNATIONAL,	60.00	N
128063	10/16/2018	LARSON, CRYSTAL	202.74	N
128064	10/16/2018	LOGAN CONTRACTORS SUPPLY	762.32	N
128065	10/16/2018	LOU'S SPORTING GOODS	144.98	N
128066	10/16/2018	LOVELAND GRASS PAD	2,849.40	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
128067	10/16/2018	LOWE'S CREDIT SERVICES	2.83	N
128068	10/16/2018	MANNING, JASON ROBERT	22.00	N
128069	10/16/2018	MAX 1 WALKER UNIFORM RENTAL	307.26	N
128070	10/16/2018	MENARDS-RALSTON	497.59	N
128071	10/16/2018	METRO AREA TRANSIT	550.00	N
128072	10/16/2018	MIDWEST TAPE	229.26	N
128073	10/16/2018	MONARCH OIL INC	407.00	N
128074	10/16/2018	NATIONAL EVERYTHING WHOLESALE	46.72	N
128075	10/16/2018	NCMA-NEBR CITY MGRS-MEMBERSHIP	100.00	N
128076	10/16/2018	NEBRASKA SALT & GRAIN COMPANY	6,839.38	N
128077	10/16/2018	NEBRASKA SOFTBALL ASSN DIST#10	415.00	N
128078	10/16/2018	NMC EXCHANGE LLC	278.15	N
128079	10/16/2018	NUTS AND BOLTS INCORPORATED	24.06	N
128080	10/16/2018	O'REILLY AUTOMOTIVE STORES INC	44.39	N
128081	10/16/2018	ODEY'S INCORPORATED	202.90	N
128082	10/16/2018	OFFICE DEPOT INC	447.77	N
128083	10/16/2018	OMAHA PUBLIC POWER DISTRICT	55,084.45	N
128086	10/16/2018	OMAHA WORLD-HERALD	1,016.63	N
128087	10/16/2018	PAPILLION SANITATION	889.44	N
128088	10/16/2018	PENWORTHY COMPANY	259.89	N
128089	10/16/2018	PLAINS EQUIPMENT GROUP	1,216.56	N
128090	10/16/2018	PLUTA, DON	76.00	N
128091	10/16/2018	PROUHET, THOMAS	222.00	N
128092	10/16/2018	RADAR SHOP	625.00	N
128093	10/16/2018	RALSTON AREA BASEBALL ASSN	2,150.00	N
128094	10/16/2018	RIVER CITY RECYCLING	195.09	N
128095	10/16/2018	SAPP BROS PETROLEUM INC	250.01	N
128096	10/16/2018	SARPY COUNTY COURTHOUSE	4,100.03	N
128097	10/16/2018	SARPY COUNTY TREASURER	4,020.00	N
128098	10/16/2018	SCARPA, DAN	64.00	N
128099	10/16/2018	SCHLEGEL, JEREMY	64.00	N
128100	10/16/2018	SIGN IT	30.00	N
128101	10/16/2018	SOUTHERN UNIFORM & EQUIPMENT	1,150.37	N
128102	10/16/2018	STITCHIN' AUTO UPHOLSTERY	370.00	N
128103	10/16/2018	SUPERIOR HOME IMPROVEMENT LLC	89.00	N
128104	10/16/2018	SUSAN G KOMEN NEBRASKA	150.00	N
128105	10/16/2018	SWANK MOTION PICTURES INC	693.00	N
128106	10/16/2018	TOSHIBA FINANCIAL SERVICES	138.00	N
128107	10/16/2018	TRANS UNION RISK AND	64.30	N
128108	10/16/2018	TURFWERKS	732.14	N
128109	10/16/2018	U.S. CELLULAR	970.04	N
128110	10/16/2018	UHE, ROBERT	64.00	N
128111	10/16/2018	UNITE PRIVATE NETWORKS LLC	3,850.00	N
128112	10/16/2018	UNITED SEEDS INCORPORATED	292.50	N
128113	10/16/2018	VIERREGGER ELECTRIC COMPANY	1,380.00	N
128114	10/16/2018	WESTLAKE HARDWARE INC NE-022	1,095.35	N
128115	10/16/2018	WHITE CAP CONSTR SUPPLY/HDS	59.59	N
128116	10/16/2018	WOODHAVEN COUNSELING ASSOCS	365.00	N
128117	10/16/2018	Z & Z SALES LLC	725.00	N

TOTAL: 1,209,325.56

APPROVED BY COUNCIL MEMBERS ON: 10/16/2018

COUNCIL MEMBER

COUNCIL MEMBER

Check #	Check Date	Vendor Name	Amount	Voided
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COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
490(E)	09/01/2018	AMERICAN HERITAGE LIFE INSURANCE	1,483.71	N
491(E)	09/01/2018	BLUE CROSS BLUE SHIELD OF NEBR	103,279.51	N
492(E)	09/01/2018	DEARBORN NATIONAL LIFE INSURANC	5,222.46	N
493(E)	09/01/2018	LINCOLN NATIONAL LIFE INS CO	6,082.76	N
494(E)	09/01/2018	UNITED HEALTHCARE INSURANCE CO	771.00	N
473(E)	09/05/2018	ELAN FINANCIAL SERVICES	9,469.46	N
472(E)	09/20/2018	TITLECORE NATIONAL, LLC	880,462.84	N
482(E)	09/24/2018	ACCESS BANK	3,066.27	N
483(E)	09/24/2018	ALLY BANK	356.91	N
484(E)	09/24/2018	DEARBORN NATIONAL LIFE INSURANC	1,116.00	N
485(E)	09/24/2018	ENTERPRISE FM TRUST	580.01	N
486(E)	09/24/2018	NE DEPT OF REVENUE-FORM 94	25.00	N
487(E)	09/24/2018	NE DEPT OF REVENUE-SALES TAX	1,004.00	N
488(E)	09/24/2018	PITNEY BOWES-EFT POSTAGE	1,441.00	N
489(E)	09/24/2018	TOSHIBA FINANCIAL SERVICES	127.40	N
515(E)	09/30/2018	TASC	2,779.38	N
516(E)	09/30/2018	TASC	2,779.38	N
517(E)	09/30/2018	TASC	2,779.38	N
518(E)	09/30/2018	TASC	756.00	N
			TOTAL:	1,023,582.47

APPROVED BY COUNCIL MEMBERS ON: 10/16/2018

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 16, 2018 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR PUD SITE PLAN – LOT 2, SOUTHPORT EAST REPLAT NINE (EAST OF SOUTHPORT PKWY & S 123 RD PLZ. INTERSECTION)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

SYNOPSIS

A public hearing has been scheduled and a resolution prepared to approve a PUD Site Plan Amendment to allow for the construction of a two-story multi-tenant office building, located on approximately 1.569 acres east of the intersection of Southport Parkway and south 123rd Plaza.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application submitted Advance Design & Construction for a PUD Site Plan Amendment to allow for the construction of a two-story office building, for approximately 1.569 acres platted as Lot 2, Southport East Replat Nine. The site is located east of the intersection of Southport Parkway and south 123rd Plaza (adjacent to the Hampton Inn).

A PUD Site Plan and PUD Ordinance were originally approved for this property on August 7, 2007. An amendment was approved on December 19, 2017. The property lies within the Gateway Corridor Overlay District as well as Southport East and is subject to the design review process. The applicant has submitted the building design for staff review, which is ongoing. Design review must be completed prior to the issuance of a building permit.

A detailed staff report is attached.

The Planning Commission held a public hearing on September 20, 2018 and unanimously voted to recommend approval of the PUD Site Plan Amendment, contingent on satisfactory amendments to the recorded common area installation and maintenance agreement and the finalization of adjustments to the PUD plan set as required by city staff prior to City Council approval, as the PUD Site Plan Amendment 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 AMENDMENT FOR LOT 2, SOUTHPORT EAST REPLAT NINE, LOCATED IN THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Advance Design & Construction, has made an application for approval of a PUD Site Plan Amendment for Lot 2, Southport East Replat Nine; and

WHEREAS, the City Planner and the City Engineer have reviewed the PUD Site Plan Amendment; 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 Amendment for Lot 2, Southport East Replat Nine, located in the Southeast 1/4 of Section 18, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located east of the intersection of Southport Parkway and South 123rd Plaza, be, and hereby is, approved.

PASSED AND APPROVED THIS 16TH DAY OF OCTOBER 2018.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: PPUD-18-0004

For Hearing of: October 16, 2018
Report Prepared on: October 9, 2018

I. GENERAL INFORMATION

A. APPLICANT: Advance Design & Construction

B. PROPERTY OWNER(S):

Premium Building Group, LLC
15002 A Circle
Omaha, NE 68144

C. LOCATION: East of the Southport Parkway and South 123rd Plaza intersection

D. LEGAL DESCRIPTION: Lot 2 Southport East Replat Nine

E. REQUESTED ACTION(S):

Planned Unit Development (PUD) Site Plan amendment to allow for the development of a two-story office building.

F. EXISTING ZONING AND LAND USE:

C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District); the property is currently vacant.

G. PROPOSED USES: Developer wishes to construct a two-story multi-tenant office building.

H. SIZE OF SITE: 1.569 Acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The existing site is vacant ground. There is a gradual downward grade to the east.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** Securities America; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)
- 2. West:** MyPlace and Lot 2 Southport East Replat Fourteen (vacant); C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)

3. **South:** Hampton Inn, Southport Center strip commercial building, and Lots 3 & 5 Southport East Replat Six (vacant); C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)
4. **East:** Lots 1 and 3 Southport East Replat 9- Vacant; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)

C. RELEVANT CASE HISTORY:

1. A PUD Site Plan and Ordinance amendment was approved for Lots 14-A and 15-A, Southport East Replat Eight and Lots 1-4, Southport East Replat Nine on December 19, 2017.
2. A PUD Site Plan and Ordinance was originally approved for Southport East Replat Nine on August 7, 2007.

III. ANALYSIS

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

B. OTHER PLANS: N/A

C. TRAFFIC AND ACCESS:

1. An earlier traffic analysis for the study area intersections included anticipated development such as the proposed two-story office building. The increase in GFA from the initial PUD plan will have a minimal impact on Level of Service (LOS) (between the 2040 Background and 2040 Build scenarios) at the intersections within the study during the peak traffic hours for the study horizon year of 2040. This conclusion assumes improvements to Giles Road and the Exit 442 interchange recommended by other recent traffic studies occur by 2040.
2. Due to this development, along with anticipated surrounding growth, some movements at the Giles Road intersections between 120th and the I-80 ramps will operate at LOS "F" at peak hours in both the 2020 and 2040 study years, even with improvements. Tenants will need to anticipate peak hour congestion or alter their schedules to avoid the peak periods.

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

E. PARKING REQUIREMENTS:

1. Based on information provided from the applicant regarding the proposed uses, staff determined that utilizing a minimum parking ratio of 4.5 stalls per 1,000 square feet of gross leasable floor area of multi-tenant flex buildings, as dictated within the December 2017 PUD

Ordinance is sufficient. This would reduce the minimum parking requirement to 94 stalls.

F. LANDSCAPING:

1. The landscape plan is currently under review by the City's Design Review Architect as part of the overall building and site design package. The design review process is required to be fully completed prior to issuance of a building permit.

G. BUILDING DESIGN:

1. The building design has been reviewed as part of the design review process that is required for developments within the Southport East as per the Southport East Design Guidelines. The design review process is required to be fully completed prior to issuance of a building permit.

IV. REVIEW COMMENTS:

1. 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 AMENDMENT:

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

VI. PLANNING COMMISSION RECOMMENDATION – PUD SITE PLAN AMENDMENT:

The Planning Commission held a meeting on September 20, 2018 and unanimously voted to recommend approval of the PUD Site Plan Amendment, contingent on satisfactory amendments to the recorded common area installation and maintenance agreement and the finalization of adjustments to the PUD plan set as required by city staff prior to City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review and Consultant Response Letters
3. Draft PUD Site Plan Map Set

VIII. COPIES OF REPORT TO:

1. Mike Sassen, Premium Building Group, LLC
2. Austin Abboud, Advance Design and Construction, Inc.
3. David Harnisch, E & A Consulting Group, Inc.
4. Public Upon Request



Prepared by:



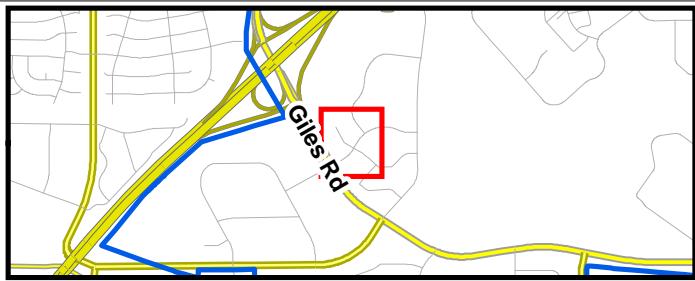
Am Brink 10-9-18

Community Development Director

Date



Project Vicinity Map



Lot 2, Southport East Replat Nine PUD Amendment

9/13/18
CRB



June 21, 2018



Austin Abboud
Advance Design & Construction, Inc.
15002 A Circle
Omaha, NE 68144

RE: Planned Unit Development (PUD) Site Plan Amendment
Initial Review
Lot 2, Southport East, Replat 9

Mr. Abboud,

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:

As an administrative note, the application to amend the PUD is required to be signed by at least 51 percent of the property owners of the original PUD.

1. Article 5.15.04.01: The applicant needs to submit a proposed schedule of construction that is compliant with this article.
2. Article 5.15.04.02: A copy of the recorded common area installation and maintenance agreement needs to be provided along with a statement identifying what entities are building the shared, private infrastructure. The easement areas need to be labelled and referenced to the recorded instrument on the Site Layout Plan. A particular item to be addressed is the installation of the sanitary sewer across Lot 2 to serve Lot 1 in the future which would be very difficult to construct at a later date.
3. Article 5.15.04.03: The proposed development on Lot 2 will result in over 21,000 square feet of gross floor area whereas the current PUD plan anticipated 6,720 square feet of gross floor area. If the proposed development remains compliant with the criteria for amount of greenspace (not less than 20% of lot area) and the parking requirement is met, then the City Engineer does not recommend requiring a new traffic impact study. The previous study for Lot 3 was not based on a particular trip generation for Lot 2. The applicant should expect that there will be congestion at peak hours at intersections serving this project, particularly intersections connecting to Giles Road. Occupants of this facility could avoid delays and frustration by adjusting arrival and departure times and should consider this option.
4. Article 5.15.04.04: Comments have not been received from the Papillion Fire Department regarding the application. If the Fire Marshall has any comments regarding the PUD, those will be forwarded upon receipt.

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f: 402-537-3902

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

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

5. Article 5.15.04.05: See initial comment about the amendment of the PUD requiring at least 51% of the PUD property owners.
6. Article 5.15.04.06: The development proposal remains compliant with the PUD plan approved in December of 2017 in regards to access locations and drainage patterns.
7. Article 5.15.04.07: The plans indicate approximately 21,000 square feet of building area. The zoning regulations would require 1 stall per 200 square feet or 105 stalls, but this Article allows the PUD to reduce the requirement if parking is to be shared by more than one land use or business. The PUD approved in December 2017 has language that says parking shall comply with Section 7.06 of the Zoning regulations, or "the ratio of 4.5 stalls per 1,000 square feet of gross leasable floor area of multi-tenant flex buildings". The applicant needs to provide data/explanations supporting the proposed 99 parking spaces in conformance with Section 7.06 or the language set forth in the current PUD as noted.
8. Article 5.15.04.08: The landscape area along the south side of Lot 2 does not appear to be compliant with Section 7.17.03.02 (3) of the Zoning Ordinance, which requires a minimum of one (1) tree planted per 40 lineal feet of frontage. The landscaped area along Southport Pkwy on the west side of Lot 2 would need to be 20 feet wide instead of 15 feet wide as shown. Also, the site plan needs to contain data showing compliance with the minimum requirement of 20% greenspace set forth in the current PUD for this property. The grading plan submitted does not depict the required berthing of the landscaped areas along Southport Parkway as required per the Southport East Design Guidelines. The landscape plan is currently under review by the City's Design Review Architect as part of the overall building and site design package. A separate design review letter will be forwarded once the initial review has been completed. The design review process needs to be substantially complete prior to proceeding through the Planning Commission and City Council approval process.
9. Article 5.15.04.09: Building setbacks are not dimensioned on the Southport Parkway or 123rd Plaza sides of the building.
10. Article 5.15.04.10: Building coverage does not appear to be an issue, but data should be set forth on the Site Layout Plan.
11. Article 5.15.04.11: Not applicable
12. Article 5.15.04.12: While there is not specifically common open space, there is shared, private infrastructure. The applicant should be aware of the requirement to participate in the operation and maintenance of such facilities.
13. Article 5.15.04.13: Not applicable
14. Article 5.15.04.14: The plan is compliant with the access requirements of this section as proposed.
15. Article 5.15.04.15: The sidewalk along Southport Parkway needs to be 8 feet wide, 5 inches thick, which was required in the current PUD. The sidewalk along 123rd Plaza can be 5 feet wide as shown. A corner streetscape feature is

required at the northwesterly corner of Lot 2 in accordance with the Southport East Design Guidelines. There will need to be consideration of pedestrian connectivity from the building on Lot 2 to the perimeter sidewalk system.

16. Article 5.15.04.16: Not applicable
17. Articles 5.15.04.17-21: The building and site design is currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the initial review has been completed. The design review process needs to be substantially complete prior to proceeding through the Planning Commission and City Council approval process.
18. Article 5.15.05.03: Provide information on Site Layout Plan for Items 1, 3, 4, and 7 in this article. Specifically these items are:
 1. Net area in square feet or acres. (*Note:* Net area does not include land dedicated or necessary to be dedicated for public street right-of-way. If more than one parcel is proposed, designate net area by parcel as well as total net area.)
 3. Building coverage of the net area of the planned unit development by individual parcel or total development.
 4. The percentage of the development plan provided for common open space as defined by this regulation.
 7. Gross floor area proposed for commercial buildings.
19. Article 5.15.05.04: Provide a statements on the PCSMP plan sheet that the Stormtech system will be sized to address first one-half of storm water runoff for water quality and to limit peak storm water runoff flows for 2-year events to pre-development levels.
20. Article 5.15.05.05: Was satisfactorily addressed in the submittal
21. Article 5.15.05.06: A vicinity map was provided on the PCSMP plan sheet.

The proposed development will need to obtain FFA approval prior to building permit issuance. Also, there may be private, protective covenants recorded against the property that the applicant should review.

Please submit 4 full size copies (along with electronic copies) of the revised documents. A timeline for review by Planning Commission and City Council will be determined after review of the revised documents.

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: Ann Birch, Community Development Director
John Kottmann, City Engineer
File



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ADVANCE DESIGN & CONSTRUCTION
CREATING UNIQUE COMMERCIAL SPACES

August 13, 2018

City of La Vista
Attn: Christopher Stolberg, AICP, City Planner
8116 Park View Blvd.
La Vista, NE, 68128-2198

RE: PREMIUMS BUILDING GROUP, LLC
Lot #1, Southport East Replat Nine
Parking Spaces Data/ Explanation
La Vista, NE

Mr. Solberg,

On behalf of the Owner/ Developer, we are submitting this letter as a response to the parking spaces data/ explanation reduction. When developing this project, we took information from Proposed Tenants on current & potential future employment to develop the building along with sitework including the required parking stalls to meet the demands of tenant users leasing space. The number of parking spaces needed to meet the maximum working shift of tenants is described below.

The proposed Property is designed and setup for three tenants which will be occupying three separate areas of the building with current Employee number listed below:

-First Tenant – Entire Second Floor approximately 10,334 rentable square feet of space – Approximately 50 Employees on Largest Shift.

-Second Tenant – First (Ground) Floor approximately 7,000 rentable square feet of space – Approximately 23 Employees On Largest Shift.

-Third Tenant – First (Ground) Floor approximately 2,896 rentable square feet of space – Approximately 9 Employees on the Largest Shift.

Total Number of Employees of Largest Shift: 82 Parking Spaces Required, 99 Parking Spaces Provided.

Please let us know if you require additional information or have any further questions.

Sincerely,
Austin Abboud
Advance Design & Construction, Inc.
DesignTech Construction, Inc.
15002 "A" Circle, Omaha, Ne, 68135
Austin@adchomes.com
Cell Phone: 402.689.7365
Office: 402.861.0484
Fax: 402.891.9668

402.861.0484

15002 A Circle, Omaha, NE 68144

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ADVANCE DESIGN & CONSTRUCTION
CREATING UNIQUE COMMERCIAL SPACES

August 14, 2018

City of La Vista
Attn: Christopher Stolberg, AICP, City Planner
8116 Park View Blvd.
La Vista, NE, 68128-2198

RE: PREMIUMS BUILDING GROUP, LLC
Lot #2, Southport East Replat Nine
Parking Spaces Data/ Explanation
La Vista, NE

Mr. Solberg,

On behalf of the Owner/ Developer, we are submitting this letter as a response to the PUD site plan amendment initial review letter for Lot 2, Southport East, Replat 9 regarding item number 12 in that letter. Related to Article 5.15.04.12 that the owner of Lot #2, PREMIUMS BUILDING GROUP, LLC, is aware of the requirement to participate in the the operation and maintenance of the shared, private infrastructure facilities.

Please let us know if you require additional information or have any further questions.

Sincerely,
Austin Abboud
Advance Design & Construction, Inc.
DesignTech Construction, Inc.
15002 "A" Circle, Omaha, Ne, 68135
Austin@adchomes.com
Cell Phone: 402.689.7365
Office: 402.861.0484
Fax: 402.891.9668

August 30, 2018



Austin Abboud
Advance Design & Construction, Inc.
15002 A Circle
Omaha, NE 68144

RE: Planned Unit Development (PUD) Site Plan Amendment
2nd Review
Lot 2, Southport East, Replat 9

Mr. Abboud,

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. Article 5.15.04.01: The applicant has submitted a proposed schedule of construction. However, that schedule is incorrect as it does not reflect final approval of the PUD at the proposed City Council review date of October 16, 2018.
2. Article 5.15.04.02: Proposed revisions to the recorded common area installation and maintenance agreement needs to be provided along with a statement identifying proposed changes. Additional documentation needs to be provided stating the approval of the other owners in the PUD of the proposed changes.
3. Article 5.15.04.04: Comments have not been received from the Papillion Fire Department regarding the application. If the Fire Marshall has any comments regarding the PUD, those will be forwarded upon receipt.
4. Article 5.15.04.05: The application to amend the PUD requires the signatures of at least 51% of the PUD property owners. This has not been provided.
5. Article 5.15.04.07: Applicant and provided sufficient additional information to conclude that utilizing a minimum ratio of 4.5 stalls per 1,000 square feet of gross leasable floor area of multi-tenant flex buildings, as dictated within the December 2017 PUD Ordinance is sufficient. This would reduce the minimum parking requirement to 94 stalls.
6. Article 5.15.04.08: The landscape area along the south side of Lot 2 does not comply with the requirement of a minimum of one (1) tree planted per 40 lineal feet of frontage. Although it has been argued that the abutting road is not a dedicated street, the City has consistently held this requirement for developments along public easement roadways as the intent of the landscaping is the same.

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The PUD ordinance for this property requires a minimum greenspace requirement of 20%. The site plan provided depicts a greenspace percentage of 18.9%. Adjustments to the PUD site plan need to be made to increase this to the required 20%. Through rough calculations it is determined that this can be achieved by reducing the depth of the exterior-facing parking stalls along the NW, SW, and SE lot lines by two feet as per Section 7.17.05.05 (second paragraph). It appears that it can also be achieved by reducing the parking stalls to the minimum requirement of 94 stalls as noted in issue #5 above. Or some combination thereof.

The landscape plan is currently under review by the City's Design Review Architect as part of the overall building and site design package. A separate design review letter will be forwarded once the initial review has been completed. The design review process needs to be substantially complete prior to City Council approval.

7. Article 5.15.04.09: Building setbacks are not dimensioned on the 123rd Plaza side of the building.
8. Article 5.15.04.15: As noted in the previous letter, the sidewalk along Southport Parkway needs to be 8 feet wide, 5 inches thick, which was required in the current PUD. The sidewalk along 123rd Plaza can be 5 feet wide as shown. Also as note in the initial review, a corner streetscape feature is required at the northwesterly corner of Lot 2 in accordance with the Southport East Design Guidelines. Please see the attached exhibit noting the locations of the planned corner landscape locations in relation to your proposed development.
As noted in the initial review letter, there will need to be consideration of pedestrian connectivity from the building on Lot 2 to the perimeter sidewalk system.
9. Articles 5.15.04.17-21: The building and site design is currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the initial review has been completed. The design review process needs to be substantially complete prior to City Council approval.
10. Article 5.15.05.03: The gross floor area stated on the Site Layout Plan needs to be recalculated to include the floor area of both floors.

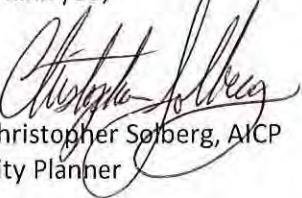
Please note that this letter signifies a partial review of the documents submitted on August 30, 2018 to determine eligibility for inclusion on the September 20, 2018 Planning Commission meeting. Further review comments/clarification may be forwarded upon completion of a full review.

Additionally, It has been determined that this application, dependent on the resolution of the aforementioned issues, is ready for review by the Planning Commission. Please submit 14 full size copies of the PUD exhibits for the Planning Commission packet preparation by noon on Wednesday, September 12, 2018.

The next Planning Commission meeting is Thursday, September 20, 2018 at 7:00pm. Please have someone in attendance at the meeting to provide a short presentation of the project to the Planning Commission and to answer questions as necessary.

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

Thank you,

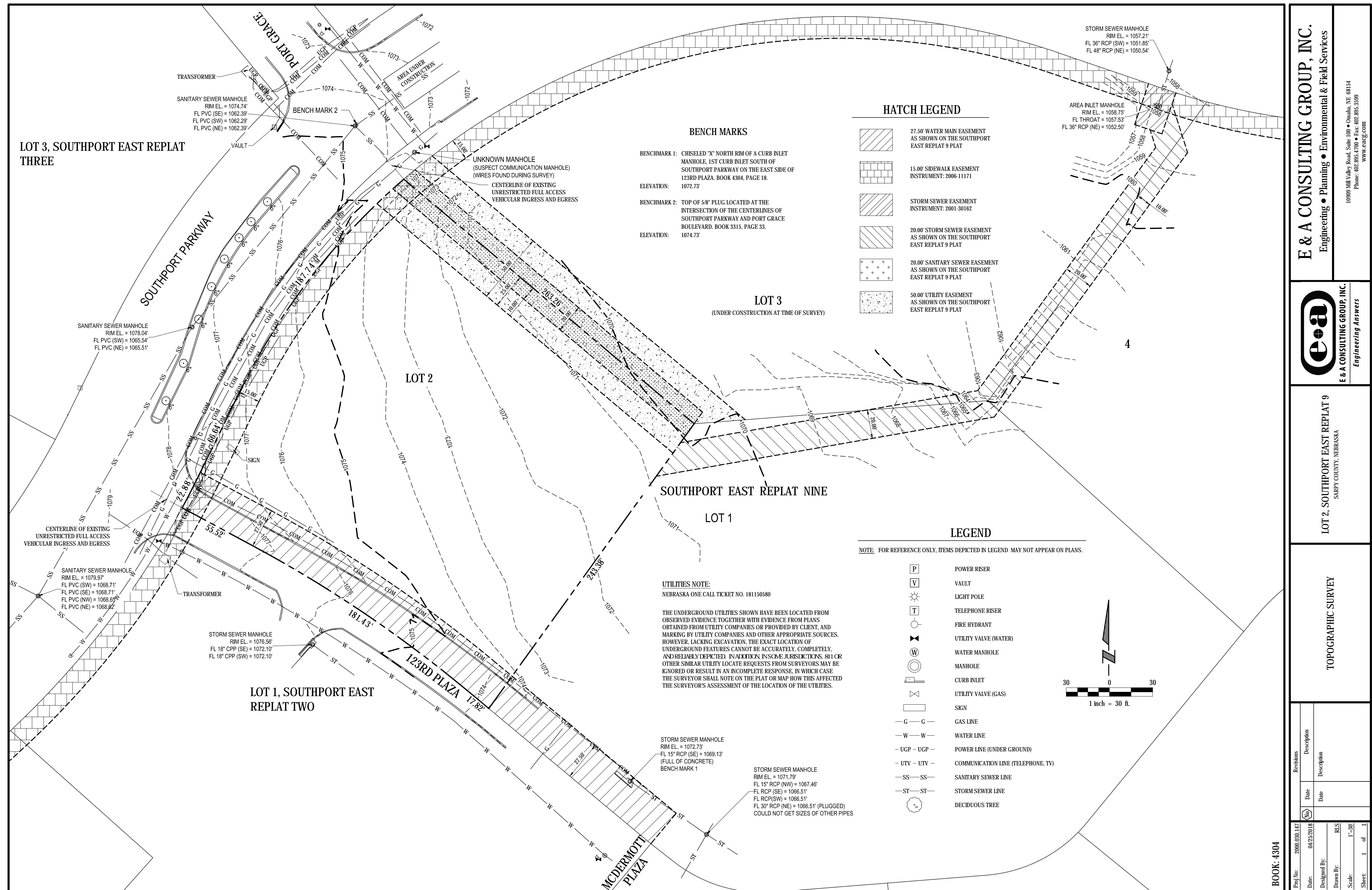


Christopher Solberg, AICP
City Planner

Attachment

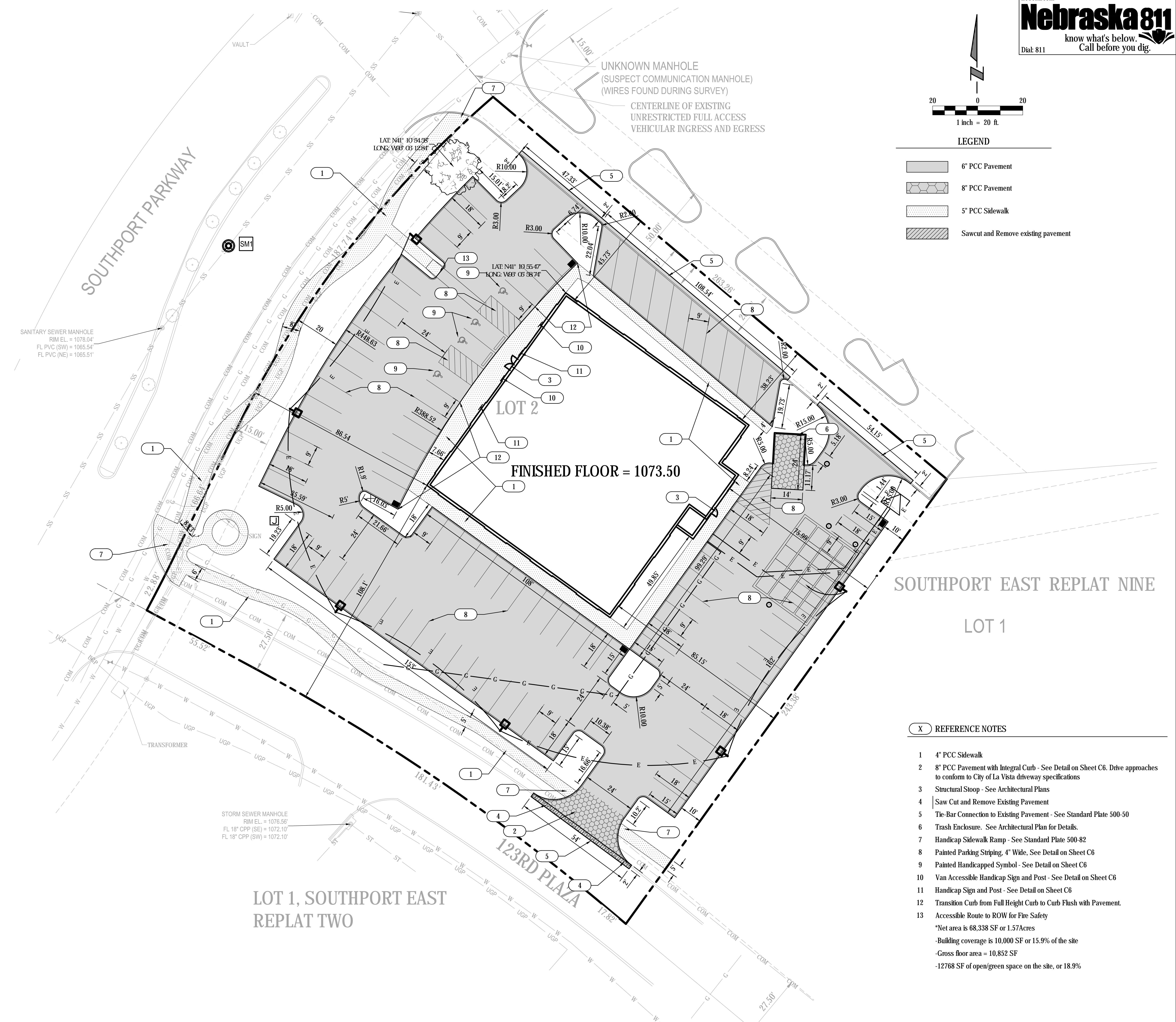
cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
File





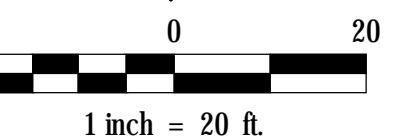
PAVEMENT CONSTRUCTION NOTES

- Pavement subgrade shall be prepared and compacted in accordance with City of Omaha Specifications for Public Works Construction.
- Concrete for the pavement slab shall be concrete class #1 air-entrained concrete made from Type I Portland Cement in accordance with the City of Omaha Specifications for Public Works Construction unless otherwise shown on plans.
- All integral curbs shall be type "A" in accordance with City of Omaha Standard Plate 500-52 unless otherwise shown on plans.
- Water-reducing admixture shall be added to all hand-placed and finished concrete.
- Paving widths shall be as shown on plans. All dimensions shown are back of curb to back of curb.
- A diamond edge saw blade shall be used for cutting all required contraction and longitudinal pavement joints.
- The CONTRACTOR shall construct, with the INSPECTORS assurance of conformity, ADA compliant curb ramps at all intersection returns where new sidewalk is constructed, as well as where existing sidewalk has been removed. All ADA compliant curb ramps shall conform to the City of Omaha Public Works Department Standard Plate # 500-82 and Curb Ramp Design Guideline (Special Detail # 1082), and any additions thereto. Truncated Domes shall be selected from the list of approved products and shall be "RED BRICK" in color. The aforementioned publication can be found at <http://www.cityofomaha.org/pw/index.php/contractors-consultants/contractors>
- Within one (1) hour the concrete pavement shall be cured using a white pigmented liquid membrane-forming curing compound that has been approved by the State of Nebraska Department of Roads. Apply liquid membrane-forming curing compound at the concentration and application rate recommended by the manufacturer.
- Subgrade Preparation includes the adjustment of the subgrade under all areas to be surfaced including driveways, intersections, and the area 48 inches beyond the longitudinal edges of the pavement or the backs of curbs for proper placing of the pavement slab. The Contractor shall scarify and recompact the subgrade to a depth of one foot. The top 12" of subgrade as described shall be compacted to 90% maximum dry density as determined in accordance with the most current edition of ASTM D1557 (Modified Method) with moisture limits of 3% to 4% optimum. Recommendations of the Geotechnical Report for Subgrades shall control.
- All intersections shall be warped as directed by the Engineer in the field to ensure positive drainage.
- Thickened Edges per City of Omaha Standard Plate No. 500-50 and 500-60 are required at locations where proposed paving ties into existing paving. Dowel joints will be required as directed by the Engineer.
- Curb drops to accommodate the future construction of wheelchair ramps shall be constructed at all radius returns per Standard Plate No. 500-82. No separate payment shall be made for drop curbs, but said work shall be subsidiary to those items for which payment is made.
- All pavement removals shall be sawcut full depth. Pavement shall be removed in complete panels. Pavement removal limits may be adjusted in the field to match existing joints.
- Longitudinal slope on sidewalks shall not exceed that of adjacent streets, cross slope on sidewalks shall not exceed 2.0%.



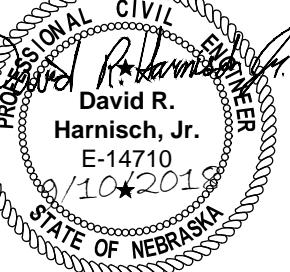
GENERAL GRADING NOTES

- The Contractor Shall have Complete Responsibility For Damage Caused by Blowing Dust from his Construction Activities.
- Topsoil and Vegetation Shall be Stripped to a Depth of 4" to 6" in Areas to be Graded.
- Topsoil Obtained from Stripping Operations Shall be Stockpiled in an Approved Location and Re-spread on Areas Finish Graded to Receive Topsoil.
- Rubble and Waste Materials from site Clearing and Demolition Shall be Removed From the Site and Lawfully Disposed, Salvaged, or Recycled. Where Fence Posts are Removed, their Concrete Bases Shall be Excavated and Completely Removed. Waste Materials Shall not be Buried on Site.
- All Fill and Backfill Shall be Low Plasticity, Cohesive Soil that are Free of Organic Material or Debris. Structural Fill Materials Shall Have a Liquid Limit Less than 45 and a Plasticity Index Less Than 20. Excavated Site Soils Will Generally be Suitable for Use as Structural Fill.
- Fill Compaction Requirements:
 - Footing Foundations.
 - Areas to Receive Fill Shall be Scarified to a Minimum Depth of 6". Fill Shall be Placed in Lifts Not to Exceed 8" in Loose Thickness. Structural Fill Shall be Compacted to a Minimum of 95% of the Maximum Dry Density (ASTM D-698, Standard Proctor) at a Moisture Content Between -3 and +4% of Optimum.
 - All Other Locations
 - Areas to Receive Fill Shall be Scarified to a Minimum Depth of 6". Fill Shall be Placed in Lifts Not to Exceed 8" in Loose Thickness. Structural Fill Shall be Compacted to a Minimum of 95% of the Maximum Dry Density (ASTM D-698, Standard Proctor) at a Moisture Content Between -3 and +4% of Optimum.
- Surfaces to receive fill shall be scarified and recompacted to all new fill to bond to the existing soils. Slopes steeper than 3H:1V shall be benchered before placing fill.
- PCC Pavements: Prepare Subgrade Below Pavements Prior to Paving Operations by Compacting Upper 9" a Minimum of 98% of the Maximum Dry Density (ASTM D-698 Standard Proctor) at a Moisture Content Between -3 and +4% of Optimum. Subgrade Preparation shall Extend a Minimum of 2 feet Beyond the Back of Curb.
- For Sidewalks, the Upper 6" of Subgrade shall be Compacted to a Minimum of 95% of the Maximum Dry Density (ASTM D-698, Standard Proctor) at a Moisture Content Between -3 and +4% of Optimum. Sidewalk Subgrades Shall Extend at Least 6" Laterally Beyond the Edge of the New Sidewalk.
- Backfill Soils Around Foundations, Basement Walls and Retaining Walls shall be Compacted to a Minimum of 95% of the Maximum Dry Density (ASTM D-698, Standard Proctor) at a Moisture Content Between -3% and +4% of Optimum. Granular Backfill shall Not be used Around Foundation Elements.
- Backfill Soils in Utility Trenches shall be Compacted to a Minimum of 95% of the Maximum Dry Density at a Moisture Content Between -3% and +4% of Optimum (ASTM D-698, Standard Proctor). Lift Thickness Shall be Appropriately Matched to the Equipment Used. Granular Backfill shall not be Used in Exterior Trenches. Backfill Placed Within a Zone of Subgrade Preparation Shall be Compacted to the Requirements of the Subgrade for the full Depth of the Backfill
- Imported Material, if Required, shall be Free of Organic Matter and Debris, and shall be a Clean, Inorganic Silt or Lean Clay with a Liquid Limit Less than 45 and a Plasticity Index Less than 20. Borrow Material shall not Contain any Foreign Material with a Dimension Greater than 3".
- Any Excess Material shall be Disposed of Off-Site at a Location Determined by the Contractor.
- Unless Noted, all Spot Elevations in paved areas are Match Existing (ME), Top of Slab (P), Sidewalk (SW) or Gutter/Flow Line (FL). Add 0.5' to FL Determine Top of Curb Elevations.
- The Subgrade of the Floor Slab Shall be Reworked and Compacted as Structural Fill Prior to Concrete Placement. Upper 6 Inches Shall be Compacted to a Minimum of 95% of the Maximum Dry Density as a Moisture Content Between -3% and +4% of Optimum (ASTM D-698, Standard Proctor).
- Exposed Project Site Soils Shall be Stabilized as Shown in the Sediment and Erosion Control Plan and Landscaping Plan.
- A Geotechnical Exploration Report has been prepared for this Project and is incorporated herein by reference. All recommendations of said report shall be followed in all Phases of Construction and shall control.
- Geotechnical engineer shall be called upon to inspect the base and walls of the footing excavations prior to reinforcement and concrete placement. Unstable or unsuitable soil conditions will require over excavation, moisture conditioning, and recompaction to desired grade. Footing excavations may be extended below unsuitable material if suitable material is present.



LEGEND

- Existing Contours
- Proposed Contours
- Proposed Spot Elevations
- Inverted Crown Line
- Ridgeline



LOT 1, SOUTHPORT EAST
REPLAT TWO

GENERAL WATER NOTES:

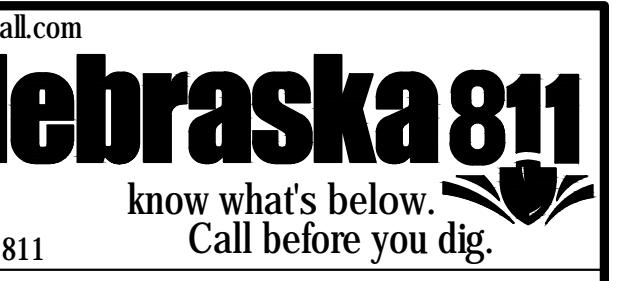
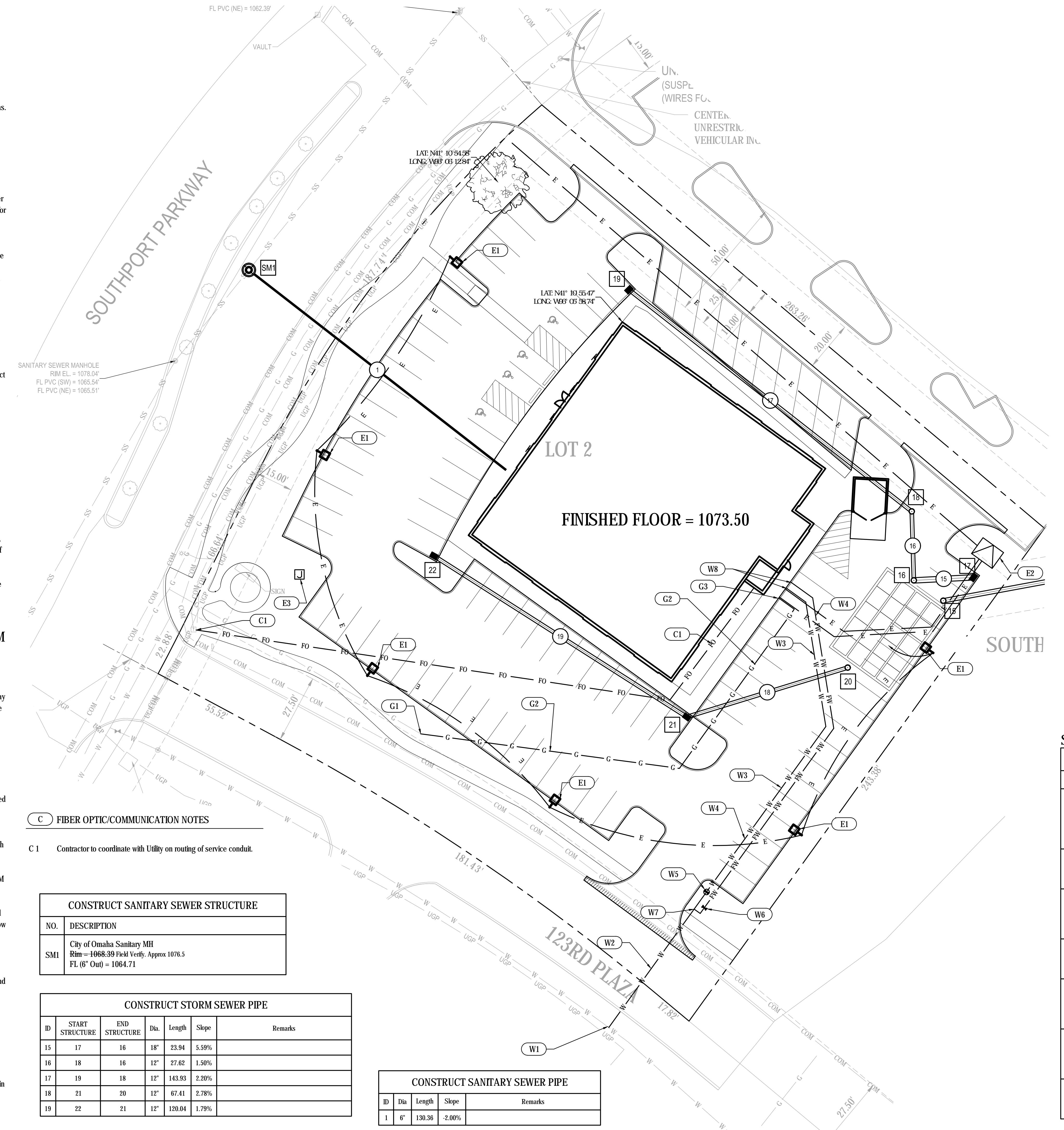
- This work shall be in accordance with the Metropolitan Utilities Districts (hereinafter referred to as District) "Water Rules and Regulations," current edition, the special and technical provisions, and these plans for the referenced project.
- Water mains and service lines shall have a minimum cover of five feet and shall be installed in accordance with the water rules and regulations.
- The horizontal distance between the sewer and water lines shall be 10 feet min. and the vertical distance shall be two feet min. The sanitary sewer pipe material shall be ductile iron pipe 10 feet each side of the water main when the vertical distance is less than 2 feet.
- Contractor shall maintain all valves at connection points in the fully closed position until chlorination testing and approval of proposed water lines are complete, except that said valves may be opened to fill lines for use in the chlorination process.
- Type "K" copper water service of the sizes and quantities shown, shall be constructed to all buildings shown of this development in accordance with the specifications and details shown on the plans. The contractor shall record tap and valve locations of each water service installed and provide such records to the owner upon completion of construction.
- Contractor shall field verify all potential utility line crossing conflicts. Contractor shall notify engineer of conflicts and adjust horizontal and vertical alignments of proposed utilities only at the direction of the engineer.
- Remove and replace full pavement panels where necessary to construct new water main tap of main and for fire hydrant construction.

GENERAL GAS NOTES:

- This work shall be in accordance with the Metropolitan Utilities Districts (hereinafter referred to as District) "Natural Gas Rules and Regulations," current edition, the special and technical provisions, and these plans for the referenced project.
- The design of the gas service, including size, type, and line and grade will be determined by the District.
- The District shall install all gas services. Prior to installation, the owner, contractor or applicant shall establish the finished landscaping grade. If the District relocates a gas service due to a change in the finished landscaping grade, the owner shall pay the cost of the relocation. No other pipe, conduit or electrical conductor shall be installed in the same trench as the gas service pipe or within 12 inches of the gas service pipe.

GENERAL NOTE FOR SANITARY AND STORM SEWER CONSTRUCTION

- Sanitary Sewer Service Materials: The following storm drain pipe materials may be used. The 6 inch (Solid Wall) sanitary sewer pipe may be ABS (SDR 26), PVC (SDR 26 or Schedule 40), or Vitrified Clay Pipe (VCP).
- Storm Drain Pipe Materials. The following storm drain pipe materials may be used:
- Reinforced Concrete Pipe (RCP), conforming to ASTM C76 (Class III unless otherwise indicated). Materials and installation shall conform to City of Omaha Standard Specifications. RCP pipe shall be manufactured by an American Concrete Pipe Association QCast Certified Plant. All RCP pipe shall have a QCast stamp.
- PVC pipe with smooth interior and corrugated exterior, such as Contech A-2000, or equal. Pipe and fittings shall conform to ASTM F949. Installation shall conform to ASTM D 321. Gasketed joints shall be used, and shall show no leakage when tested in accordance with ASTM D 3212. All joints shall be water-tight.
- PVC pipe, SDR 35, in accordance with ASTM D 3034. Installation shall conform to ASTM D 2321. Gasketed joints shall be used, and shall show no leakage when tested in accordance with ASTM D 3212. All joints shall be water-tight.
- High Density Polyethylene (HDPE) pipe, with smooth interior and corrugated exterior, such as ADS N-12, Hancor III-Q, or equal. Pipe and fittings shall conform to AASHTO M-252 and M-294. Installation shall conform to ASTM D 2321. Joints shall be made with split couplings, corrugated to engage the pipe corrugations, and shall engage a minimum of 2 corrugations on each side of the pipe joint. A neoprene gasket, per the manufacturer's recommendations, shall be used for all joints to ensure a soil-tight connection. Class IV soils shall not be used for bedding or backfill of N-12 pipe.
- Curb inlets and grate inlets (types and materials) shall be as identified in the "Construct Storm Sewer Structure" table.
- Any referenced City of Omaha Standard Plates are further identified in the General Notes for Construction.



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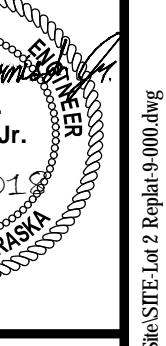
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LOT 2, SOUTHPORT EAST, REPLAT 9
123RD PLAZA & SOUTHPORT PKWY.
LA VISTA, NEBRASKA

UTILITY PLAN



Project: P201630147
Revisions: 1
Date: 6/17/2018
Designed By: DRH
Drawn By: DRH
Scale: 1 of 1
Sheet: 4 of 11
9/10/2018 4:09 PM
K:\Projects\2016\030147\Engineering\CD Files\Civil Site\Site Lot 2 Replat 9\0001.dwg
David Hansen

20	0	20
1 inch = 20 ft.		
LEGEND		
○ ○ Storm Sewer Pipe Network		
○ ○ Sanitary Sewer Pipe Network		
— G — G — G — Gas Service		
— W — W — W — Water Service		
— FW — FW — Fire Water Service		
— E — Electrical Service		
— FO — FO — Fiber Optic/Communication Service		
E ELECTRICAL REFERENCE NOTES		

E 1	Proposed Light Pole, See Electrical Plans for Details.
E 2	Proposed Transformer Location, See Electrical Plans for Details.
E 3	6 1/2" X 6 1/2" X 6" Quarzite PVC Enclosure Assembly or Approved Equal for Future Monument Sign.
All Electrical Lines shown are schematic in nature and are shown for reference only. Electrical Plans shall control.	
W WATER REFERENCE NOTES	
W 1	Tap Existing Water Main with X" Tapping Sleeve and Valve. Coordinate Tap with Local Utility.
W 2	Construct 85 LF of X" Water Service Line in Accordance with Local Utility Specifications.
W 3	Construct X LF of X" Water Service Line in Accordance with Local Utility Specifications.
W 4	Construct X LF of X" Fire Water Service Line in Accordance with Local Utility Specifications.
W 5	Furnish and Install X" Curb Stop Valve
W 6	Furnish and Install Post Indicator Valve (PIV).
W 7	Furnish and Install X"X"X" Water Tee
W 8	See Mechanical/ Plumbing Plans for Continuation.

G	GAS REFERENCE NOTES
G 1	Tap Existing Gas Line. Coordinate with local utility.
G 2	Construct 191 LF of X" Gas Line. (See mechanical plans for size).
G 3	See Mechanical/ Plumbing Plans for Continuation.

CONSTRUCT STORM SEWER STRUCTURE	
NO. DESCRIPTION	
16 30" Nyloplast Drain Basin Inlet Structure for MC-3500 Chamber System See PCSMP Plan for Details, Rim = 1071.18 FL (12" In) = 1063.10 FL (18" In) = 1063.10	
17	24" Nyloplast Drain Basin with 2x3" Curb and Grate Inlet Top, Rim = 1070.62 FL (18" Out) = 1064.44
18	30" Nyloplast Drain Basin With Standard Grate, Rim = 1071.60 FL (12" In) = 1063.51 FL (12" Out) = 1063.51
19	24" Nyloplast Drain Basin with 2x3" Curb and Grate Inlet Top, Rim = 1072.40 FL (12" Out) = 1066.68
20	30" Nyloplast Drain Basin Inlet Structure for MC-3500 Chamber System See PCSMP Plan for Details, Rim = 1071.23 FL (12" In) = 1063.10
21	24" Nyloplast Drain Basin with 2x3" Curb and Grate Inlet Top, Rim = 1072.07 FL (12" In) = 1064.98 FL (12" Out) = 1064.98
22	24" Nyloplast Drain Basin with 2x3" Curb and Grate Inlet Top, Rim = 1072.77 FL (12" Out) = 1067.12

GENERAL WATER NOTES:

1. This work shall be in accordance with the Metropolitan Utilities District's (hereinafter referred to as District) "Water Rules and Regulations," current edition, the special and technical provisions, and these plans for the referenced project.
2. Water mains and service lines shall have a minimum cover of five feet and shall be installed in accordance with the water rules and regulations.
3. The horizontal distance between the sewer and water lines shall be 10 feet min. and the vertical distance shall be two feet min. The sanitary sewer pipe material shall be ductile iron pipe 10 feet each side of the water main when the vertical distance is less than 2 feet.
4. Contractor shall maintain all valves at connection points in the fully closed position until chlorination testing and approval of proposed water lines are complete, except that said valves may be opened to fill lines for use in the chlorination process.
5. Type "K" copper water service of the sizes and quantities shown, shall be constructed to all buildings shown of this development in accordance with the specifications and details shown on the plans. The contractor shall record tap and valve locations of each water service installed and provide such records to the owner upon completion of construction.
6. Contractor shall field verify all potential utility line crossing conflicts. Contractor shall notify engineer of conflicts and adjust horizontal and vertical alignments of proposed utilities only at the direction of the engineer.
7. Remove and replace full pavement panels where necessary to construct new water main tap off main and for fire hydrant construction.

GENERAL GAS NOTES:

1. This work shall be in accordance with the Metropolitan Utilities District's (hereinafter referred to as District) "Natural Gas Rules and Regulations," current edition, the special and technical provisions, and these plans for the referenced project.
2. The design of the gas service, including size, type, and line and grade will be determined by the District.
3. The District shall install all gas services. Prior to installation, the owner, contractor or applicant shall establish the finished landscaping grade. If the District relocates a gas service due to a change in the finished landscaping grade, the owner shall pay the cost of the relocation. No other pipe, conduit or electrical conductor shall be installed in the same trench as the gas service pipe or within 12 inches of the gas service pipe.

GENERAL NOTE FOR SANITARY AND STORM SEWER CONSTRUCTION

1. Sanitary Sewer Service Materials: The following storm drain pipe materials may be used. The 6 inch (Solid Wall) sanitary sewer pipe may be ABS (SDR 26), PVC (SDR 26 or Schedule 40), or Vitrified Clay Pipe (VCP).
2. Storm Drain Pipe Materials. The following storm drain pipe materials may be used:
3. Reinforced Concrete Pipe (RCP), conforming to ASTM C76 (Class III unless otherwise indicated). Materials and installation shall conform to City of Omaha Standard Specifications. RCP pipe shall be manufactured by an American Concrete Pipe Association QCast Certified Plant. All RCP pipe shall have a QCast stamp.
4. PVC pipe with smooth interior and corrugated exterior, such as Contech A-2000, or equal. Pipe and fittings shall conform to ASTM F949. Installation shall conform to ASTM D 2321. Gasketed joints shall be used, and shall show no leakage when tested in accordance with ASTM D 3212. All joints shall be water-tight.
5. PVC pipe, SDR 35, in accordance with ASTM D 3034. Installation shall conform to ASTM D 2321. Gasketed joints shall be used, and shall show no leakage when tested in accordance with ASTM D 3212. All joints shall be water-tight.
6. High Density Polyethylene (HDPE) pipe, with smooth interior and corrugated exterior, such as ADS N-12, Hancor HI-Q, or equal. Pipe and fittings shall conform to AASHTO M-252 and M-294. Installation shall conform to ASTM D 2321. Joints shall be made with split couplings, corrugated to engage the pipe corrugations, and shall engage a minimum of 2 corrugations on each side of the pipe joint. A neoprene gasket, per the manufacturer's recommendations, shall be used for all joints to ensure a soil-tight connection. Class IV soils shall not be used for bedding or backfill of N-12 pipe.
7. Curb inlets and grate inlets (types and materials) shall be as identified in the "Construct Storm Drain Structure" table.
8. Any referenced City of Omaha Standard Plates are further identified in the General Notes for Construction.

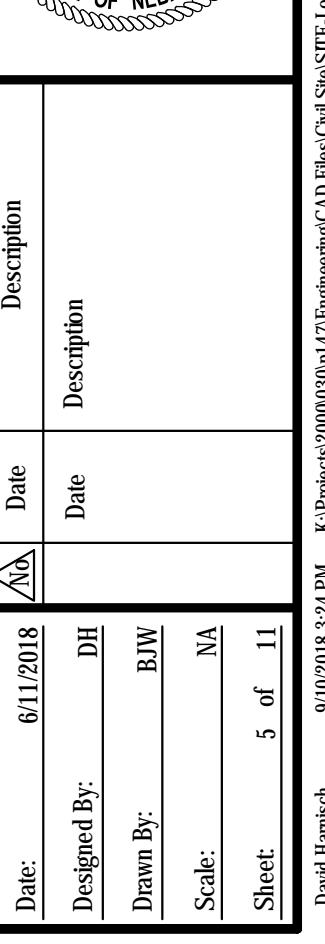
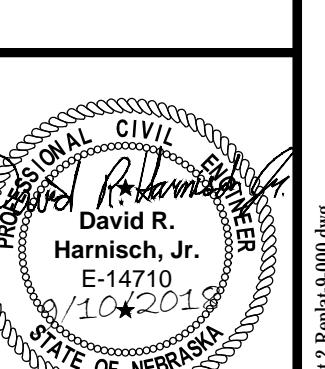
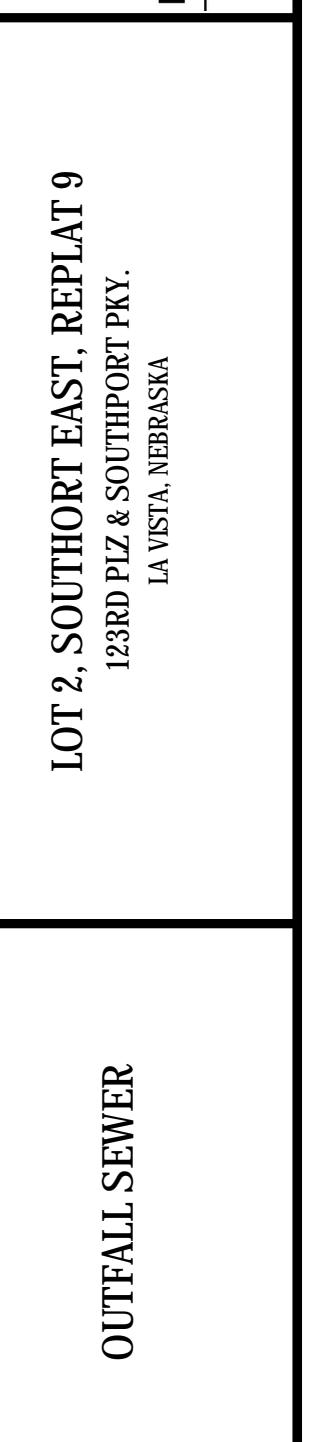
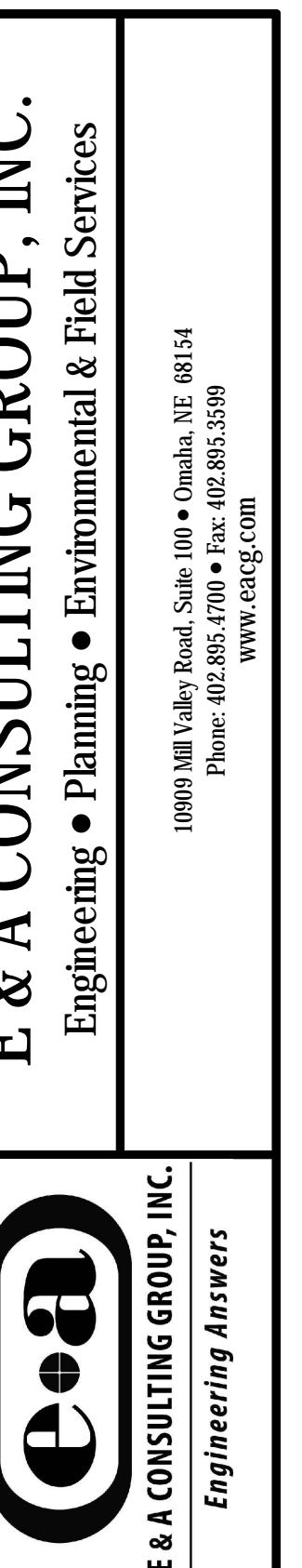
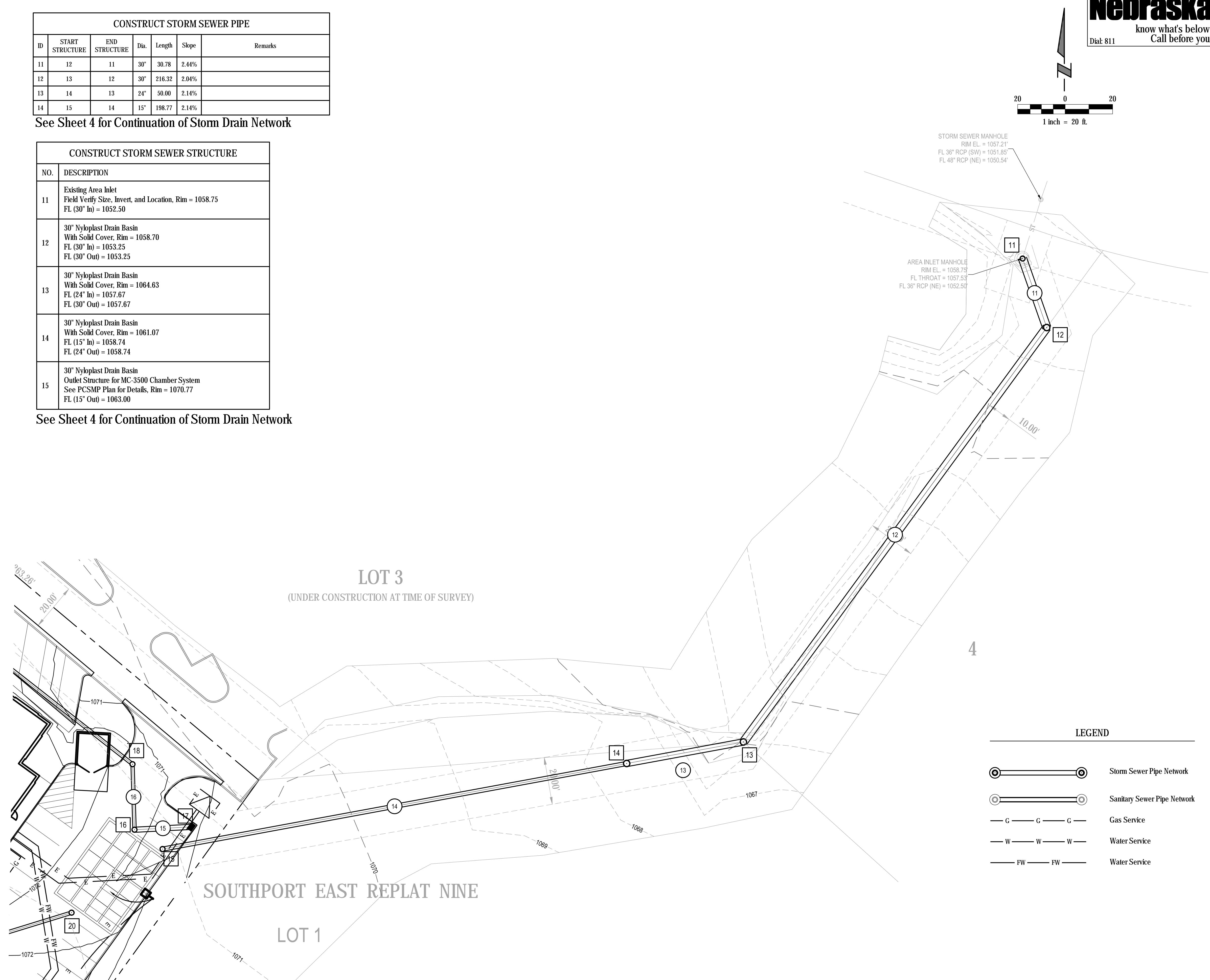
Construct Storm Sewer Pipe						
ID	Start Structure	End Structure	Dia.	Length	Slope	Remarks
11	12	11	30"	30.78	2.44%	
12	13	12	30"	216.32	2.04%	
13	14	13	24"	50.00	2.14%	
14	15	14	15"	198.77	2.14%	

See Sheet 4 for Continuation of Storm Drain Network

CONSTRUCT STORM SEWER STRUCTURE

NO.	DESCRIPTION
11	Existing Area Inlet Field Verify Size, Invert, and Location, Rim = 1058.75 FL (30" In) = 1052.50
12	30" Nyloplast Drain Basin With Solid Cover, Rim = 1058.70 FL (30" In) = 1053.25 FL (30" Out) = 1053.25
13	30" Nyloplast Drain Basin With Solid Cover, Rim = 1064.63 FL (24" In) = 1057.67 FL (30" Out) = 1057.67
14	30" Nyloplast Drain Basin With Solid Cover, Rim = 1061.07 FL (15" In) = 1058.74 FL (24" Out) = 1058.74
15	30" Nyloplast Drain Basin Outlet Structure for MC-3500 Chamber System See PCSMP Plan for Details, Rim = 1070.77 FL (15" Out) = 1063.00

See Sheet 4 for Continuation of Storm Drain Network



GENERAL SITE CONSTRUCTION NOTES

- The City of Omaha Standard Specifications for Public Works Construction, 2014 and any current revisions or amendments thereto and the Special Provisions for this Project shall apply and the Contractor shall perform in accord therewith.
- The Contractor shall check with the Owner for City approval of the project before starting work.
- Utilities are shown as a convenience for the Contractor. The locations of all aerial and underground utility facilities may not be indicated in these plans. Underground utilities, whether indicated or not, will be located and flagged by the utility companies at the Contractor's request. No excavation will be permitted in the area of the underground utilities until all facilities have been located and identified to the satisfaction of all parties, and then only with extreme care to avoid any possibility of damage to the facilities.
- The Contractor is hereby referred to Subsection 100.03 of the Standard Specifications relative to cleaning of the work area. The final estimate will not be processed until the Contractor has satisfactorily cleaned and flushed the pavement slab of all rubbish, excess material, mud and debris, and all parts of the work area have been left in a neat and presentable manner.
- Erosion control improvements shall be constructed on this site, including inlet protection, silt fencing and a construction entrance. The Contractor shall be responsible for prompt reconstruction of any erosion control improvements disturbed by his operations. All disturbed erosion control improvements shall be fully reconstructed at the end of each working day prior to leaving the site. Separate payment will not be made for reconstruction of any erosion control improvements. Positive drainage in all work areas shall be maintained in the condition the construction site was in prior to Contractors arrival.
- The Portland Cement Concrete for the pavement slab shall be "L65", in accord with the Standard Specifications.
- Portland Cement Concrete mix design for sidewalks shall be City of Omaha Type "L6" or "SG65" mix.
- Non-colored concrete pavement shall be cured using a white pigmented liquid membrane-forming curing compound that has been approved by the State of Nebraska Department of Roads. The minimum rate of application shall be 200 sq. ft. per gal. if a mechanical-powered sprayer is used and 100 sq. ft. per gal. if a hand powered sprayer is used.
- Water reducing admixtures shall be added to all hand-placed and finished concrete.
- A diamond edge saw blade shall be used for cutting all required contraction and longitudinal pavement joints.
- Concrete pavement shall be jointed in maximum 12' x 15' panels and shall be kept as square as possible. Joints shall be perpendicular to edges and radii, and shall not form angles less than 45 degrees or over 225 degrees.
- 6' sidewalk shall be jointed in 6'x6" panels, 5' sidewalk shall be jointed in 5'x5" panels.
- The 6 inch (Solid Wall) sanitary sewer pipe may be ABS (SDR 23.5), PVC (SDR 23.5), or VCP.
- The following storm sewer pipe materials may be used:
 - Reinforced Concrete Pipe (RCP), conforming to ASTM C76 (Class III unless otherwise indicated). Materials and installation shall conform to City of Omaha Standard Specifications.
 - PVC pipe with smooth interior and corrugated exterior, such as Contech A 2000, or equal. Pipe and fittings shall conform to ASTM F949. Installation shall conform to ASTM D 2321. Gasketed joints shall be used, and shall show no leakage when tested in accordance with ASTM D 3212.
 - PVC pipe, SDR -35, in accordance with ASTM D 3034. Installation shall conform to ASTM D 2321. Gasketed joints shall be used, and shall show no leakage when tested in accordance with ASTM D 3212.
 - Polyethylene pipe, with smooth interior and corrugated exterior, such as ADS N-12, Hancor HI-Q, or equal. Pipe and fittings shall conform to AASHTO M-252 and M-294. Installation shall conform to ASTM D 2321. Joints shall be made with split couplings, corrugated to engage the pipe corrugations, and shall engage a minimum of 2 corrugations on each side of the pipe joint. A neoprene gasket, per the manufacturer's recommendations, shall be used for all joints to ensure a soil-tight connection. Class IV soils shall not be used for bedding or backfill of N-12 pipe.
- Backfill soils in utility trenches, around foundations, basement walls, and retaining walls shall be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -3% and +4% of the optimum. Lift thickness shall be appropriately matched to the type of compaction equipment used.
- Asphalt pavement surface course shall be City of Omaha Type "FMR"
- Maximum asphalt pavement lift thickness shall be 3"
- Curb inlets shall be City of Omaha Type IV curb inlet or a Nyoplast curb inlet with 2' x 3' diagonal flow grate, or approved equal.
- Grate inlet shall be a standard grate inlet as shown on the detail or a Nyoplast grate inlet with 2' x 3' rectangular grate, or approved equal.

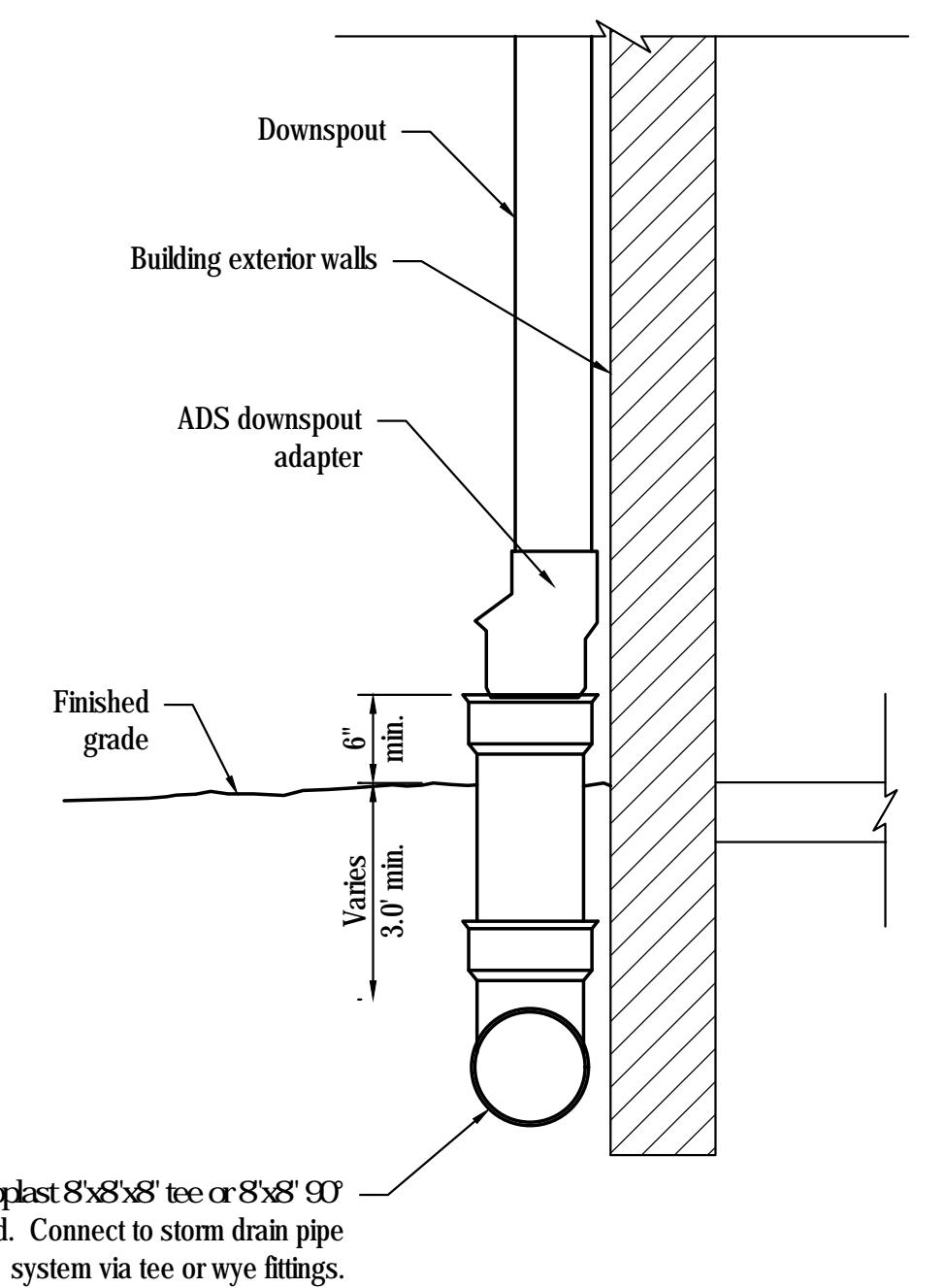
GENERAL SITE CONSTRUCTION NOTES

Standard Plates are available from the City of Omaha Public Works Department, 1819 Farnam St, Suite 600, Omaha NE, 68183, PH 402.444.5220. Plates may also be downloaded via the internet from the City of Omaha Web Site at: <https://publicworks.cityofomaha.org/contractors-consultants/contractors/standard-plates-curb-ramps-and-specifications/15-contractors-consultants/678-2014-standard-plate-list>

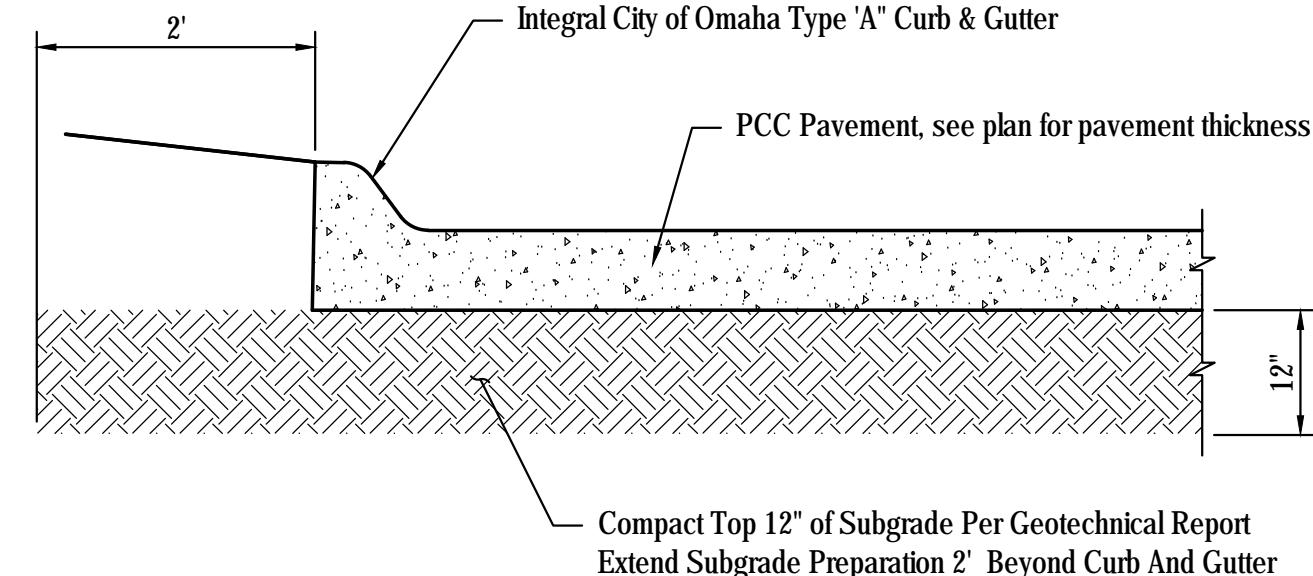
20. The following Standard Plates on file at the City of Omaha Public Works Department shall govern:

ITEMS	STANDARD PLATE	REVISION DATE
Concrete Pavement Joint Details	500-50	12/10/2013
Concrete Curb Details	500-52	12/10/2013
Misc. Concrete Pavement Details	500-60	6/3/2015
Concrete Curb Ramp Details	500-82 (1-4)	12/10/2013
Concrete Driveway Details	500-70	12/10/2013
Sidewalk Construction Details	500-02	6/3/2015
Sidewalk Location Standard	500-03	12/10/2013
Concrete Collar - Sewer Tap	700-23	12/10/2013
Pipe Bedding w/Aggregate Detail	700-23	12/10/2013
Sewer Bedding Detail	700-01	12/10/2013
Reinforced Concrete Pipe Couplers	700-83	12/10/2013
Cast Iron Manhole Rings, Covers, Manhole Steps	700-90 (1 & 2)	12/10/2013
Manhole Detail	700-40	12/10/2013
Curb Inlet - Type IV	700-21	12/10/2013
Area Inlet - Type I	700-17	12/10/2013

Standard Plates are available from the City of Omaha Public Works Department, 1819 Farnam St, Suite 600, Omaha NE, 68183, PH 402.444.5220. Plates may also be downloaded via the internet from the City of Omaha Web Site at: <https://publicworks.cityofomaha.org/contractors-consultants/contractors/standard-plates-curb-ramps-and-specifications/15-contractors-consultants/678-2014-standard-plate-list>



Nyoplast 8x8x8' tee or 8x8' 90° bend. Connect to storm drain pipe system via tee or wye fittings.

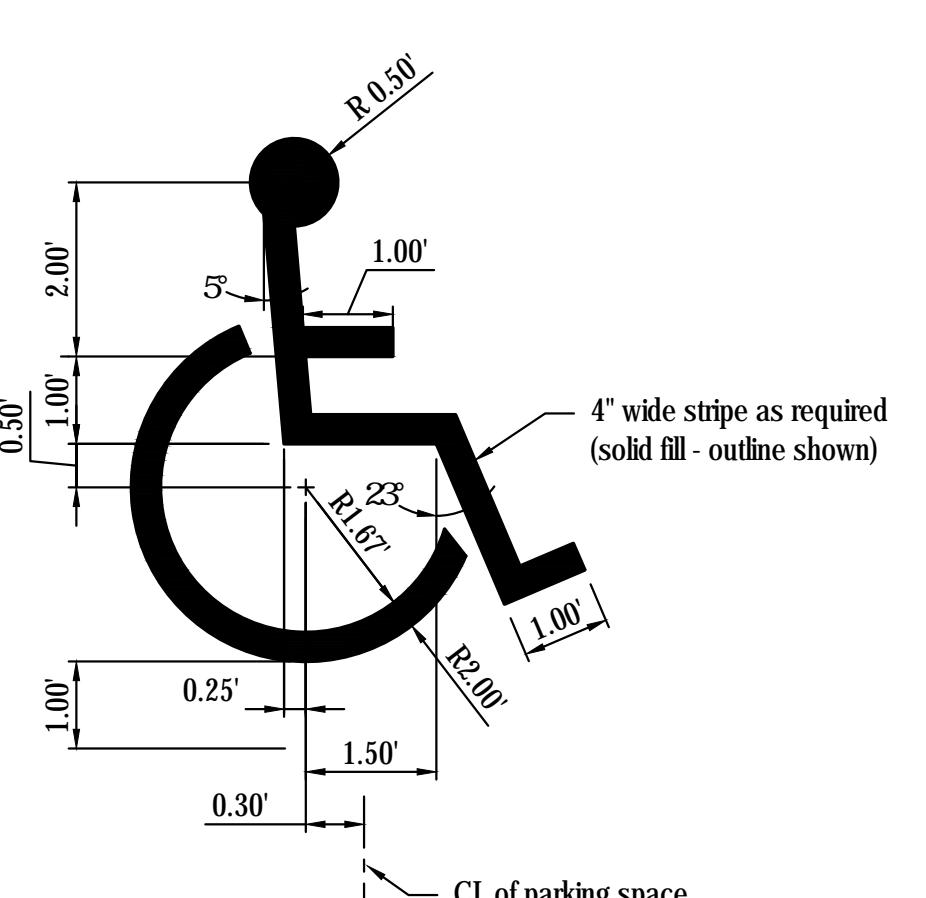


**PORTLAND CEMENT PAVEMENT
WITH INTEGRAL CURB AND GUTTER**

NOT TO SCALE

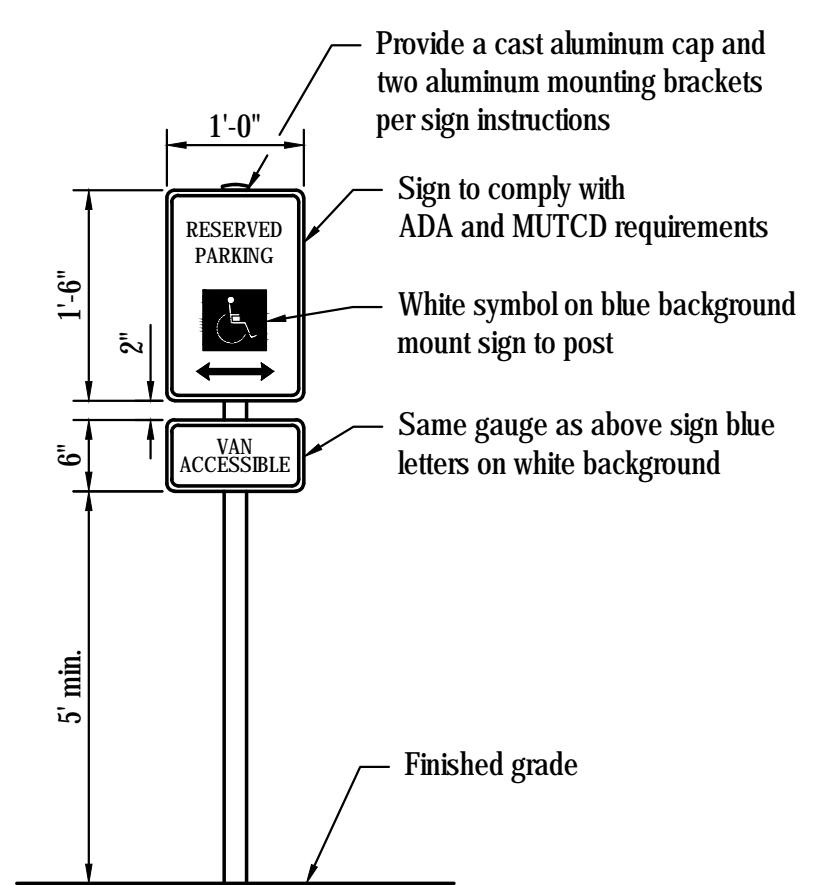
TYPICAL ROOF DRAIN CONNECTION

NOT TO SCALE



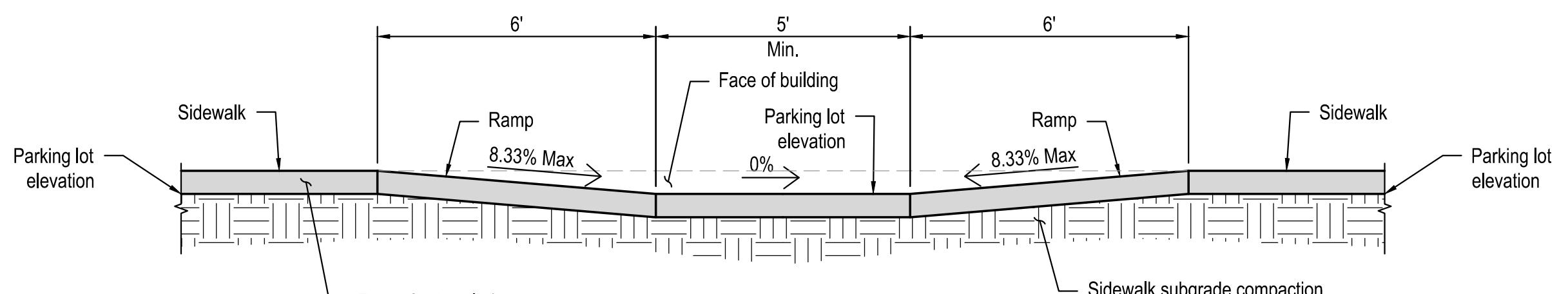
HANDICAP PARKING LOT STENCIL DETAIL

NOT TO SCALE

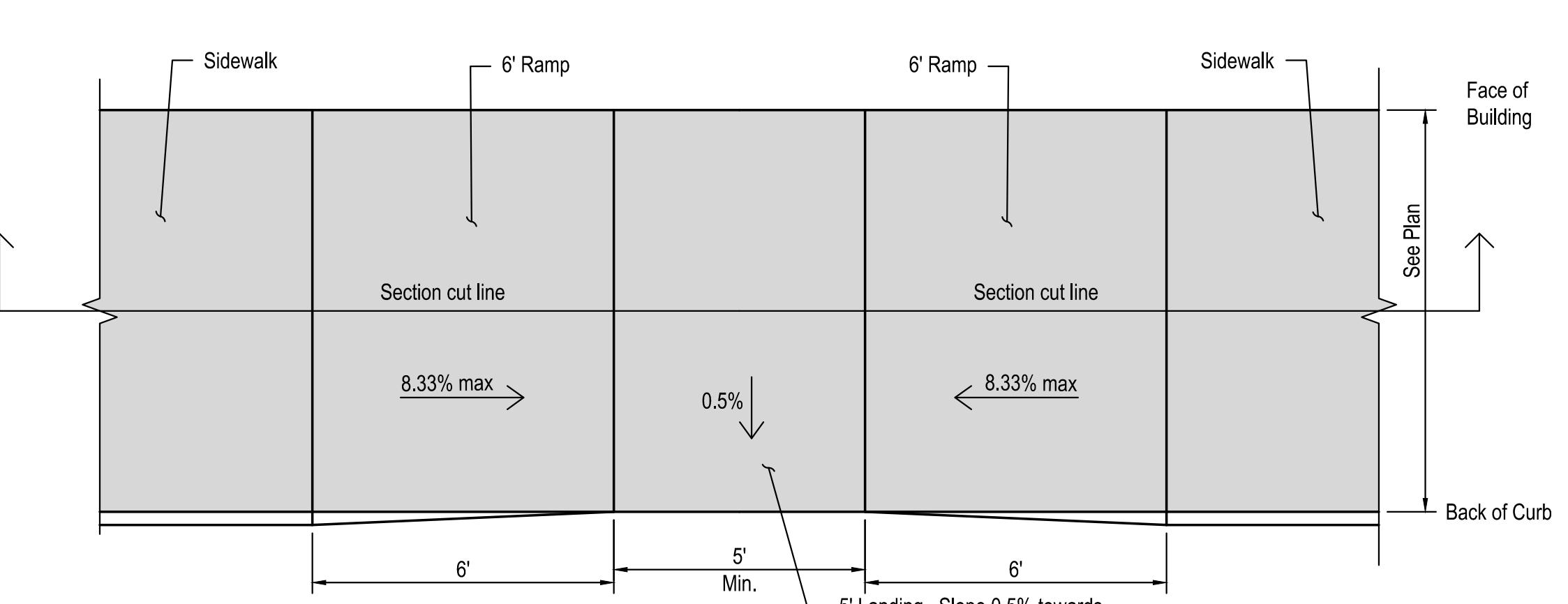


HANDICAP PARKING SIGN

NOT TO SCALE



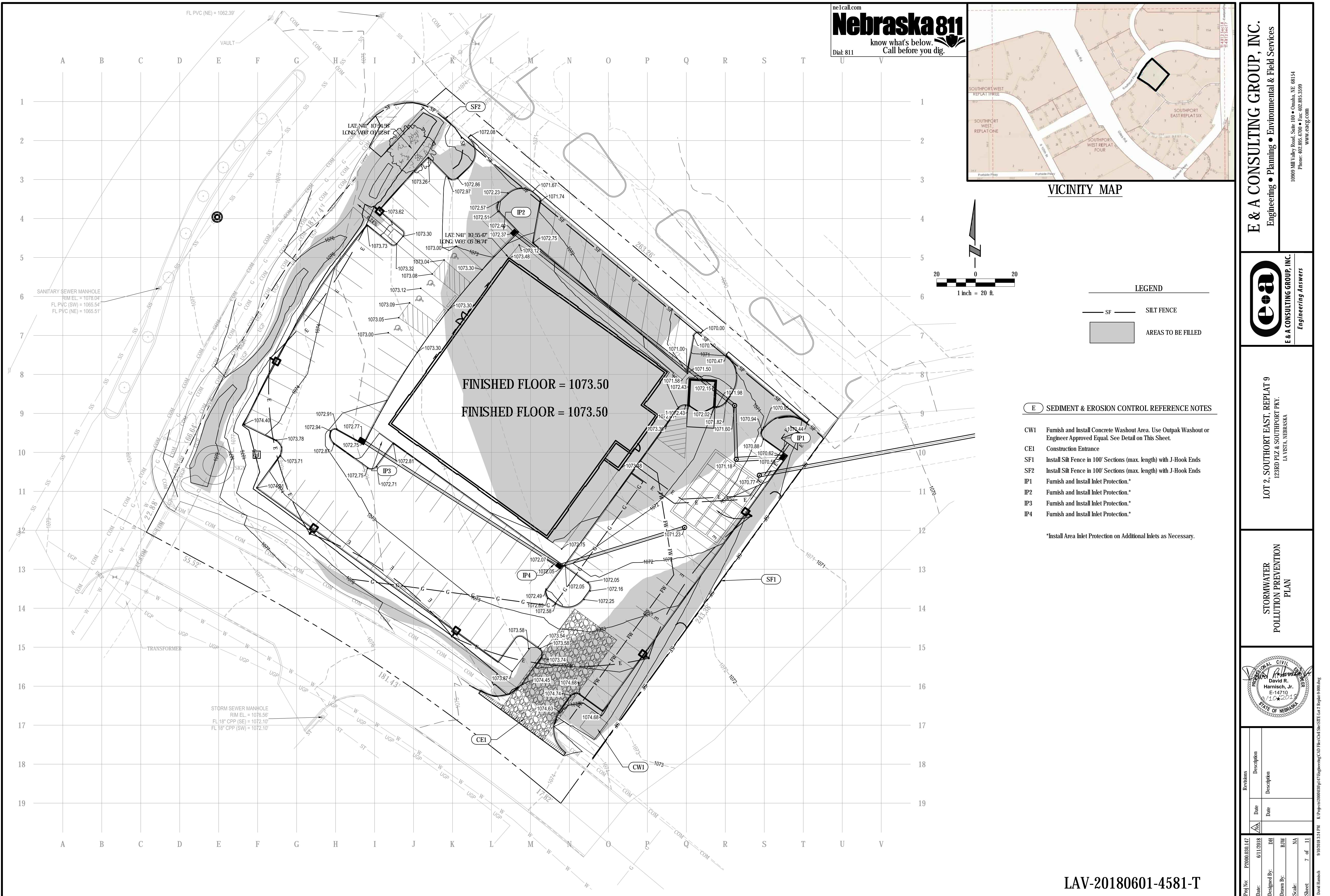
SECTION VIEW



PLAN VIEW

IN-LINE ADA CURB RAMP

NOT TO SCALE



MAINTENANCE SCHEDULE:

- The following Maintenance Schedule has been provided. The INSPECTOR must perform the inspections. The OPERATOR/CONTRACTOR must perform all needed maintenance. Furthermore, all erosion control features requiring maintenance may not be listed below. The OPERATOR/CONTRACTOR and INSPECTOR must perform their respective duties on all BMP's that are not listed below as well.
- Construction Entrance** - The entrance shall be maintained in a condition which will prevent tracking or flow of sediment onto public rights-of-way. This may require periodic top dressing with additional stone or the washing and reworking of existing stone as conditions demand and repair and/or cleanout of any structures used to trap sediment. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately. The use of water trucks to remove materials dropped, washed, or tracked onto roadways will not be permitted under any circumstances.
- Silt Fence** - The maintenance measures are as follows: (2.1) silt fences shall be inspected immediately after each rainfall and at least daily during prolonged rainfall, any required repairs shall be made immediately; (2.2) close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting; (2.3) should the fabric on a silt fence decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly; (2.4) sediment deposits must be removed when the level of deposition reaches approximately one-half the height of the barrier; and (2.5) any sediment deposits remaining in place after the silt fence is no longer required shall be dressed to conform to the existing grade, prepared and seeded.
- Storm Drain Inlet Protection** - The maintenance measures are as follows: (3.1) structures shall be inspected after each rain and repairs made as necessary and (3.2) structures shall be removed and the area stabilized when the remaining drainage area has been properly stabilized.
- Temporary Diversion Dike** - The measure shall be inspected after every storm and repairs made to the dike, flow channel, outlet or sediment trapping facility, as necessary. Once every two weeks, whether a storm event has occurred or not, the measure shall be inspected and repairs made if needed. Damages caused by construction traffic or other activity must be repaired before the end of each working day.
- Temporary Fill Diversion** - Since the practice is temporary and under most situations will be covered the next working day. The maintenance required should be low. If the practice is to remain in use for more than one day, an inspection shall be made at the end of each work day and repairs made to the measure if needed. The OPERATOR/CONTRACTOR should avoid the placement of any material over the structure while it is in use. Construction traffic should not be permitted to cross the diversion.
- Temporary Sediment Trap** - The maintenance measures are as follows: (6.1) sediment shall be removed and the trap restored to its original dimensions when the sediment has accumulated to one half the design volume of the wet storage, sediment removal from the basin shall be deposited in a suitable area and in such a manner that it will not erode and cause sedimentation problems; (6.2) filter stone shall be regularly checked to ensure that filtration performance is maintained, stone choked with sediment shall be removed and cleaned or replaced; and (6.3) the structure should be checked regularly to ensure that it is structurally sound and has not been damaged by erosion or construction equipment, the height of the stone outlet should be checked to ensure that its center is at least 1 foot below the top of the embankment.
- Temporary Sediment Basin** - The basin embankment should be checked regularly to ensure that it is structurally sound and has not been damaged by erosion or construction equipment. The emergency spillway should be checked regularly to ensure that its lining is well established and erosion-resistant. The basin should be checked after each runoff producing rainfall for sediment cleanout and trash removal. When the sediment reaches the cleanout level, it shall be removed and properly disposed of.
- Temporary Seeding** - Areas which fail to establish vegetative cover adequate to prevent rill erosion will be re-seeded as soon as such areas are identified. Control weeds by mowing.
- Permanent Seeding** - The maintenance measures are as follows: (9.1) in general, a stand of vegetation cannot be determined to be fully established until it has been maintained for one full year after planting; (9.2) new seedlings shall be supplied with adequate moisture, supply water as needed, especially late in the season, in abnormally hot or dry conditions, or on adverse sites, water applications shall be controlled to prevent excessive runoff; (9.3) inspect all seeded areas for failures and make necessary repairs, replacements, and reseedings within the planting season, if possible; (9.3a) if stand is inadequate for erosion control, over seed and fertilize using half of the rates originally specified; (9.3b) if stand is 60% damaged, re-establish following seedbed and seeding recommendations; (9.3c) if stand has less than 40% cover, re-evaluate choice of plant materials and quantities of lime and fertilizer, the soil must be tested to determine if acidity or nutrient imbalances are responsible, re-establish the stand following seedbed and seeding recommendations.
- Mulching** - All mulches and soil coverings should be inspected periodically (particularly after rainstorms) to check for erosion. Where erosion is observed in mulched areas, additional mulch should be applied. Nets and mats should be inspected after rainstorms for dislocation or failure. If washouts or breakage occur, reinstall netting or matting as necessary after repairing damage to the slope or ditch. Inspections should take place until grasses are firmly established. Where mulch is used in conjunction with ornamental plantings, inspect periodically throughout the year to determine if mulch is maintaining coverage of the soil surface; repair as needed.
- Soil Stabilization Blankets & Matting** - All soil stabilization blankets and matting should be inspected periodically following installation, particularly after rainstorms to check for erosion and undermining. Any dislocation or failure should be repaired immediately. If washouts or breakage occurs, reinstall the material after repairing damage to the slope or ditch. Continue to monitor these areas until which time they become permanently stabilized; at that time an annual inspection should be adequate.
- Street Cleaning/Sweeping** - The maintenance measures are as follows: (12.1) evaluate access points daily for sediment tracking; (12.2) when tracked or spilled sediment is found on paved surfaces, it will be removed daily, during times of heavy track-out such as during rains, cleaning may be done several times throughout the day; (12.3) unknown spills or objects will not be mixed with the sediment; and (12.4) if sediment is mixed with other pollutants, it will be disposed of properly at an authorized landfill.

GENERAL NOTES

- All OPERATORS/CONTRACTORS must confirm with the APPLICANT that any and all applicable governmental approvals have been received prior to the start of work.
- BMP's may not be removed without INSPECTOR and applicable government approval.
- The APPLICANT, INSPECTOR, and CONTRACTORS/OPERATORS must adhere to all Good Housekeeping BMP's presented within the Omaha Regional Stormwater Design Manual Chapter 9 Section 9.6. Good Housekeeping BMP's focus on keeping the work site clean and orderly while handling materials and waste in a manner that eliminates the potential for pollutant runoff. Good Housekeeping BMP's such as Sanitary Waste Management (9.6.2), Solid Waste Management (9.6.3), Material Delivery & Storage (9.6.4), Street Cleaning/Sweeping (9.6.5), and Vehicle & Equipment Fueling (9.6.6) must be addressed when applicable. The aforementioned publications can be found at <http://www.omahastormwater.org>.
- The SWPPP documents (e.g., NDEQ-NPDES, SWPPP-SM, SWPPP-N, etc.) are essential and a requirement in one part as binding as though occurring in all. The SWPPP documents are complementary. The documents describe and provide the complete SWPPP. The APPLICANT, INSPECTOR, and/or CONTRACTORS/OPERATORS may not take advantage of any apparent SWPPP errors or omissions. The INSPECTOR shall notify the APPLICANT, DESIGNER, and CONTRACTORS/OPERATORS promptly of any omissions or errors. The APPLICANT shall instruct the DESIGNER to make any corrections necessary to fulfill the overall intent of the SWPPP Documents (e.g., Grading Permit Modification Form). In the case of a discrepancy between parts of the SWPPP documents, the most stringent requirement shall rule.

STANDARD DETAILS

NUMBER	NAME	LOCATION
9.5.2	Construction Entrance	Omaha Regional Stormwater Design Manual
9.5.5	Storm Drain Inlet Protection	Omaha Regional Stormwater Design Manual
9.5.7	Temporary Diversion Dike	Omaha Regional Stormwater Design Manual
9.5.8	Temporary Fill Diversion	Omaha Regional Stormwater Design Manual
9.5.14	Temporary Sediment Trap	Omaha Regional Stormwater Design Manual
9.5.15	Temporary Sediment Basin	Omaha Regional Stormwater Design Manual
9.5.16	Dust Control	Omaha Regional Stormwater Design Manual
9.5.19	Temporary Seeding	Omaha Regional Stormwater Design Manual
9.5.20	Permanent Seeding	Omaha Regional Stormwater Design Manual
9.5.22	Mulching	Omaha Regional Stormwater Design Manual
9.5.23	Soil Stabilization Blankets & Matting	Omaha Regional Stormwater Design Manual
9.6.2	Sanitary Waste Management	Omaha Regional Stormwater Design Manual
9.6.3	Solid Waste Management	Omaha Regional Stormwater Design Manual
9.6.4	Material Delivery and Storage	Omaha Regional Stormwater Design Manual
9.6.5	Street Cleaning/Sweeping	Omaha Regional Stormwater Design Manual
9.6.6	Vehicle and Equipment Fueling	Omaha Regional Stormwater Design Manual
9.6.7	SWPPP Notification Sign	Omaha Regional Stormwater Design Manual

The Omaha Regional Stormwater Design Manual can be found at: <http://www.omahastormwater.org>

CONSTRUCTION ACTIVITIES & SCHEDULING

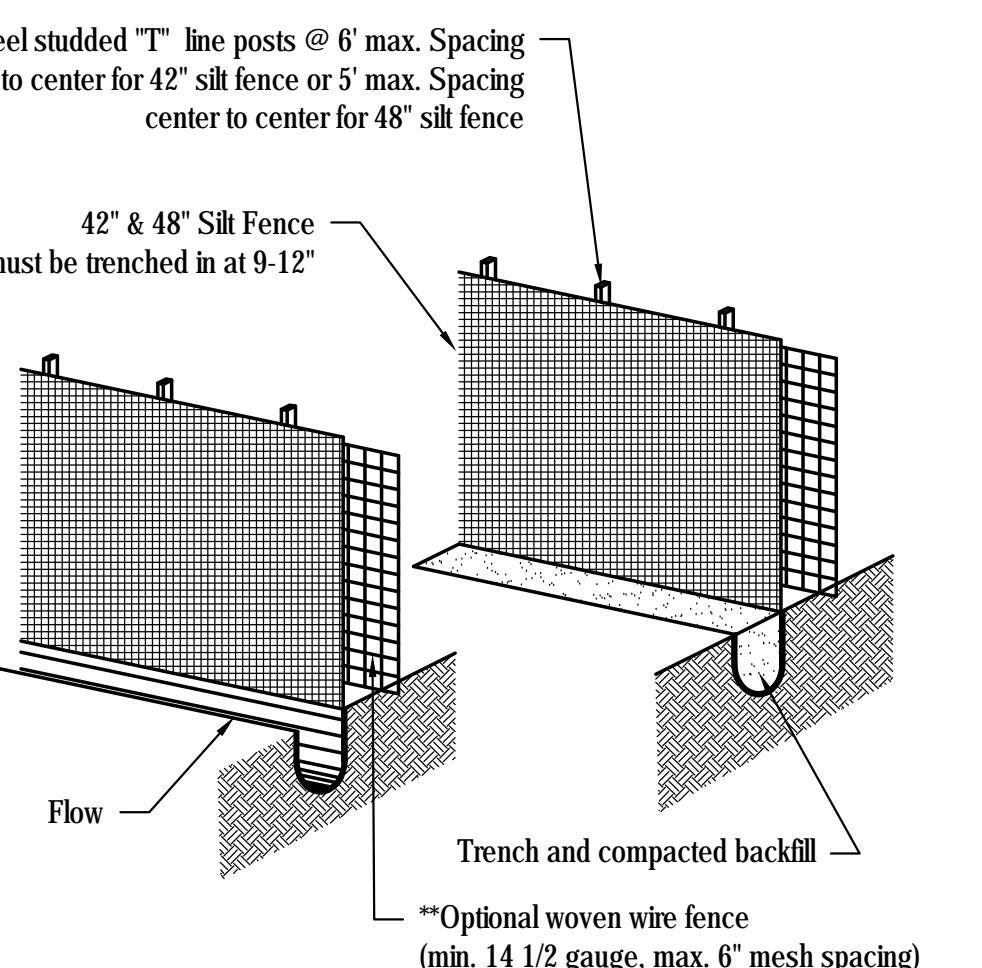
ACTIVITY	SCHEDULE
Install all BMP's needed and associated with the Grading Phase such as stabilized construction entrances, silt basins, riser pipes, outlet pipes, silt traps, silt fence, diversions, terraces, etcetera.	Prior to any stripping of existing vegetation or grading.
Proceed with stripping of existing vegetation and grading in accordance with the grading plan, while disturbing no more than is necessary.	After installing all BMP's needed and associated with the Grading Phase. Furthermore, INSPECTOR approval must be obtained before the start of any stripping of existing vegetation or grading.
Proceed with infrastructure installation.	Infrastructure installation must occur prior to any lot development.
Implement the installation of Temporary Seeding, Permanent Seeding, and/or Mulching.	Stabilization measures must be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
Implement the installation of all BMP's needed and associated with the Building Phase.	Building Phase BMP's must be installed concurrently with lot development.
Proceed with removal of BMP's.	BMP's may not be removed until each impacted drainage basin has been fully developed. Full development shall mean installation of pavement, buildings, and utilities, landscaping, and fully established permanent seeding. Furthermore, INSPECTOR approval must be obtained before the removal of any BMP's.

SITE INFORMATION			
8/18/2018	LAV-20180601-4581	PCWP Project Number	NDEQ NOI Number
Estimated Start Date			
Lot 2, Southport East Replat 9	S & ID #	S 123rd Plz	Address
Project Name			
Southport East	Subdivision Name	La Vista	Sarpy
41.181461°N	Latitude	NE	County
93.103003°W	Longitude	68128	Zip Code
Total Site Area (Acres)	1.56	Estimated Permit Duration (Months)	12
Disturbed Area (Acres)	1.5	Cut Volume (yd ³)	500
Undisturbed Area (Acres)	0.06	Fill Volume (yd ³)	100
Impervious Area Before Construction (%)	00	Runoff Coefficient Before Construction	40
Impervious Area After Construction (%)	72	Runoff Coefficient After Construction	72

APPLICANT SWPPP CERTIFICATION			
Business Name	Representative's Email Address	Phone Number	
Representative's Name	Address	Fax Number	
Project # Assigned by Applicant	City	State	Zip Code
<p>I hereby agree to act as APPLICANT in association with this SWPPP. Furthermore, I certify under penalty of law the following: (1) that this document and all supporting information has been prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted; (2) that, I understand and agree to abide by the terms and conditions contained within this Storm Water Pollution Prevention Plan - Site Map (SWPPP-SM), the associated Storm Water Pollution Prevention Plan - Narrative (SWPPP-N), and the PCWP Grading Permit Terms (http://www.omahapermits.com); (3) that, to the best of my knowledge and belief information contained in this SWPPP is true, complete, and accurate; (4) that the SWPPP has been represented and warranted to conform to all applicable Standards, Criteria, Ordinances, Laws, Rules, and Regulations enacted by the -- [a] PCWP and its Members, [b] Douglas County, [c] Sarpy County, [d] State of Nebraska, and [e] United States Federal Government; (5) that sound and established practices were used for the creation of this SWPPP; (6) that, I am obligated to ensure inspection, reporting, and maintenance requirements occur under the terms of this SWPPP; (7) that, this SWPPP will be implemented as the first element of construction; (8) that, I shall indemnify and save harmless the PCWP, its Members, Officers, Agents and Employees from all claims and demands of every nature and description growing out of the implementation of this SWPPP, including personal injuries received and all property damage sustained; (9) that, I will retain the services of the designated DESIGNER and INSPECTOR, to perform all design and inspection duties associated with this SWPPP, through a contractual agreement; and (10) that, corrections of defects and deficiencies in design, construction, inspection, implementation, and testing shall be without expense to the PCWP and its Members, Officers, Agents and Employees and shall be my obligations while acting as APPLICANT.</p>			
APPLICANT'S Signature _____ Date _____			

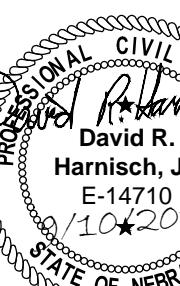
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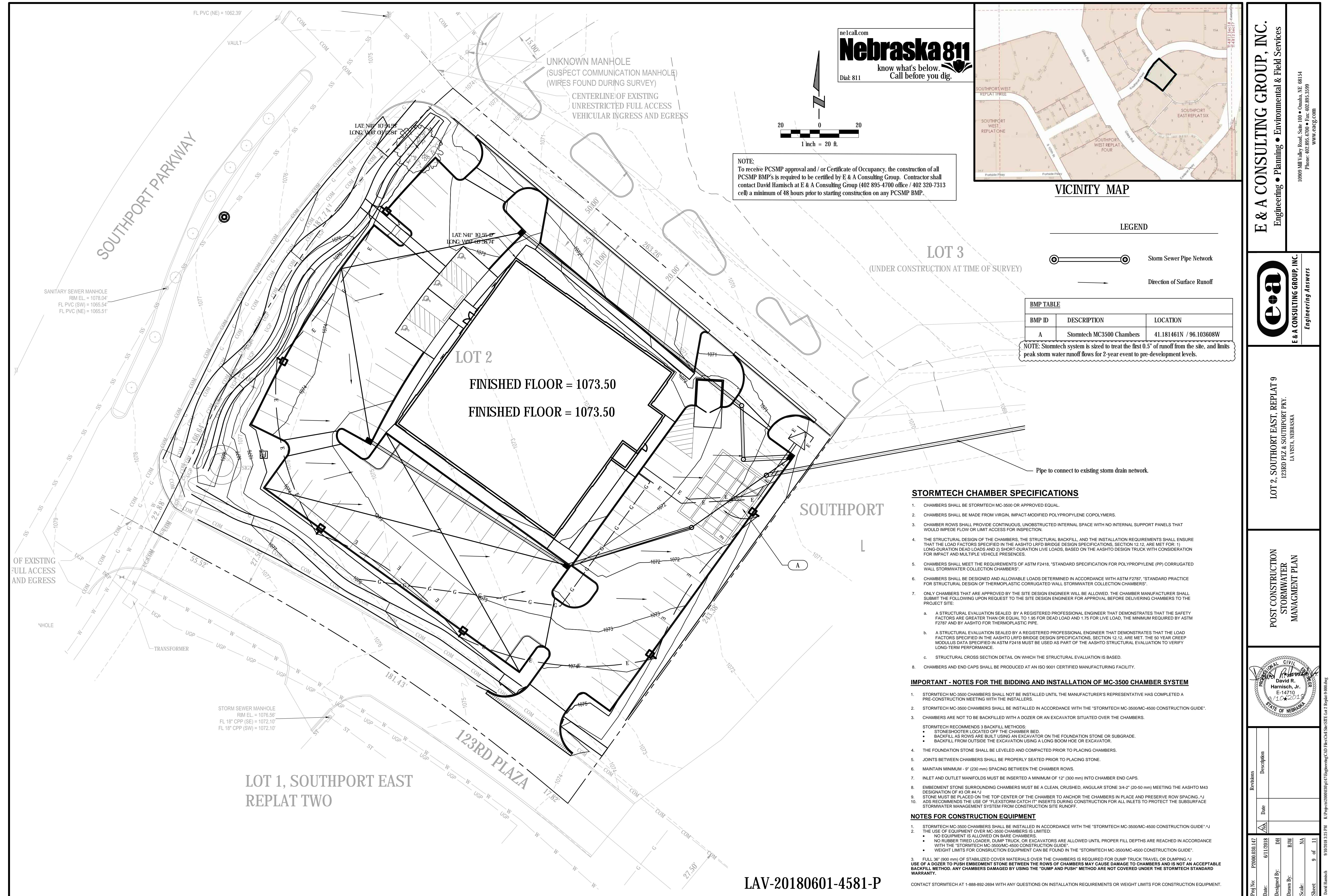
- Acceptable silt fence specifications- AOS (#20 - 50 Sieve), Water Flow Rate (50 gpm/ sq. ft. - 125 gpm/ sq.ft), Tensile Strength (Grab) - (Min. 120 Warp or greater and Elongation (5-25%).
- On each new run of silt fence spray paint the beginning of the run with 0-00 and spray paint the end with the date of installation and LF of the run.
- Silt fence should be securely fastened to each steel support post or to woven wire which is in turn attached to the steel fence posts. A minimum of 3 ties are required for each post. To be located in the top 12" of the silt fence.
- Steel posts which support the silt fence shall be installed on a slight angle toward the anticipated runoff source. (Incline all posts 20' Max from vertical, toward flow)
- Silt fence shall be trenched in with a silt fence plow so that the down-slope face of the trench is flat and perpendicular to the line of flow.
- Silt fence shall be removed when it has served its usefulness so as not to block or impede storm flow or drainage.
- Sediment trapped by this practice shall be uniformly distributed on the source area prior to topsoiling.



SILT FENCE

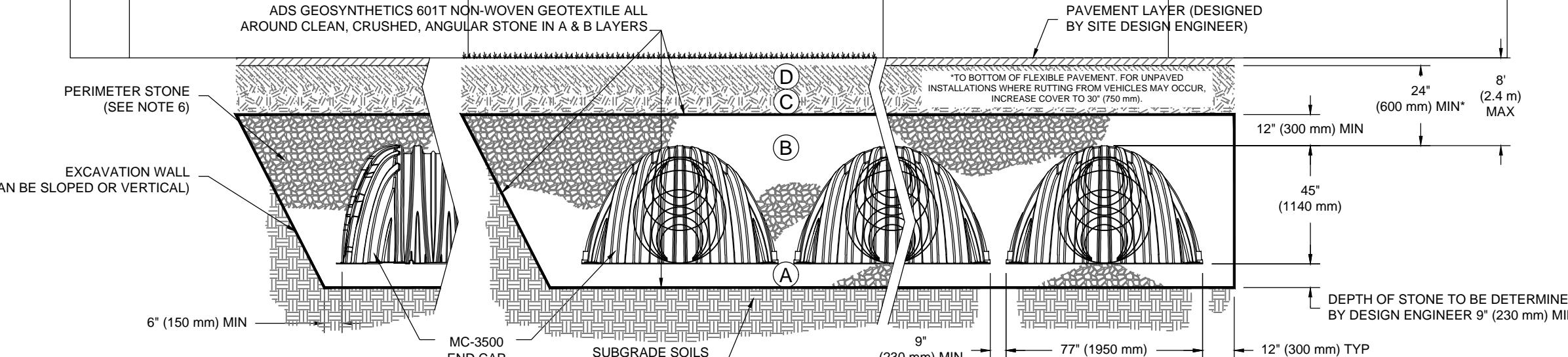
NOT TO SCALE





ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

BEGIN COMPACTION AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.		EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH (20-50 mm)	AASHTO M43 3, 4
D A		FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH (20-50 mm)	AASHTO M43 3, 4 NO COMPACTION REQUIRED.
PLATE COMPACTOR OR ROLLER	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE AND GOES UP TO THE BOTTOM OF THE CHAMBER. NOTE THAT PAVEMENT SURFACE MATERIALS CAN ONLY BE USED IN LAYER 'C' IF THE STONE IS CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE."			
	1. E&A RECOMMENDS THAT PAVEMENT SURFACE MATERIALS BE USED IN LAYER 'C' IF THE STONE IS CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE." 2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LAYER MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) MAX LIFTS USING TWO FULL COVERS WITH A VIBRATORY COMPACTOR. 3. SUBGRADE INfiltrATION SURFACES MAY BE COMPROMISED BY COMPACTION. FOR STANDARD DESIGN LOAD CONDITIONS A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION. EQUIPMENT FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.			

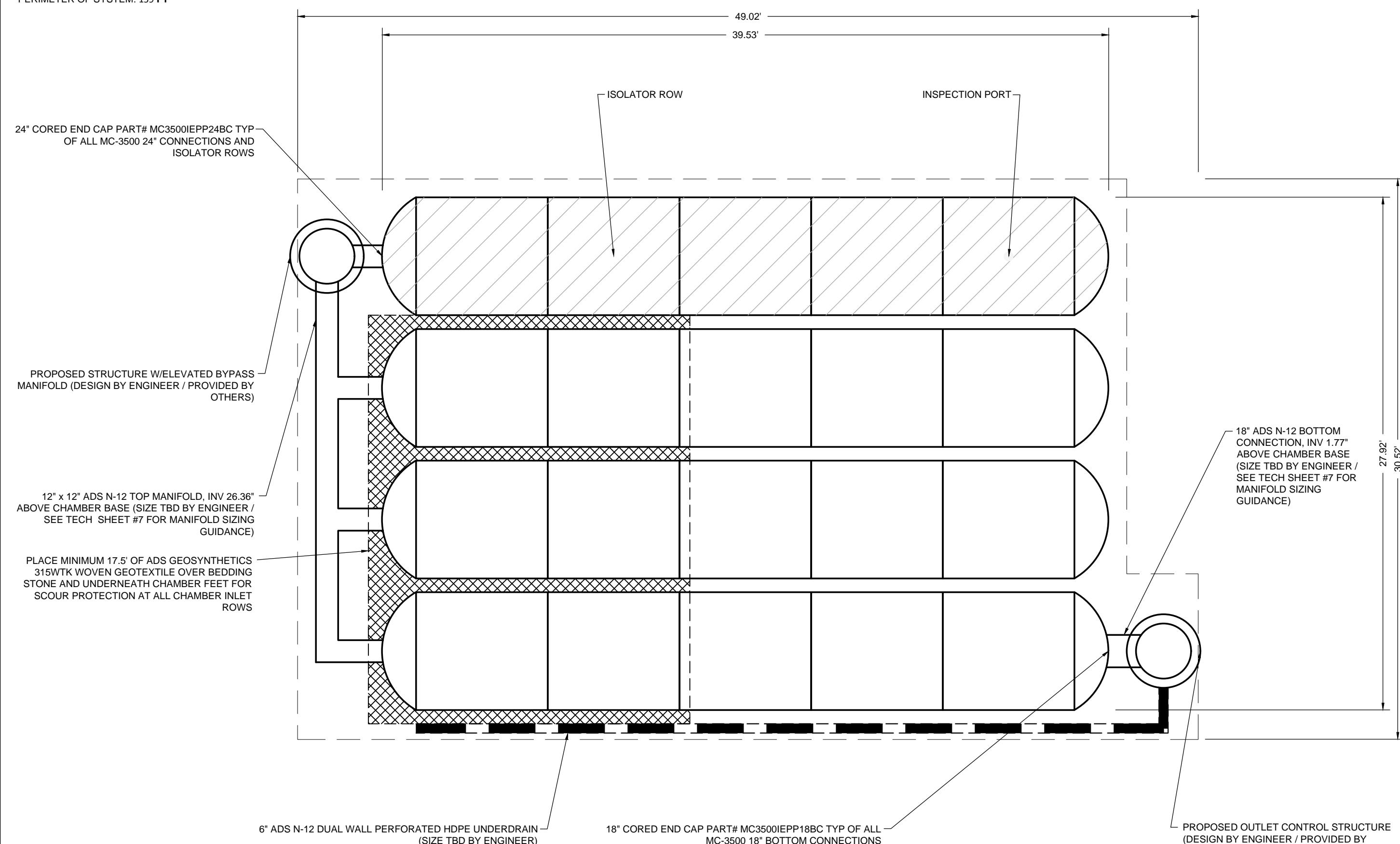


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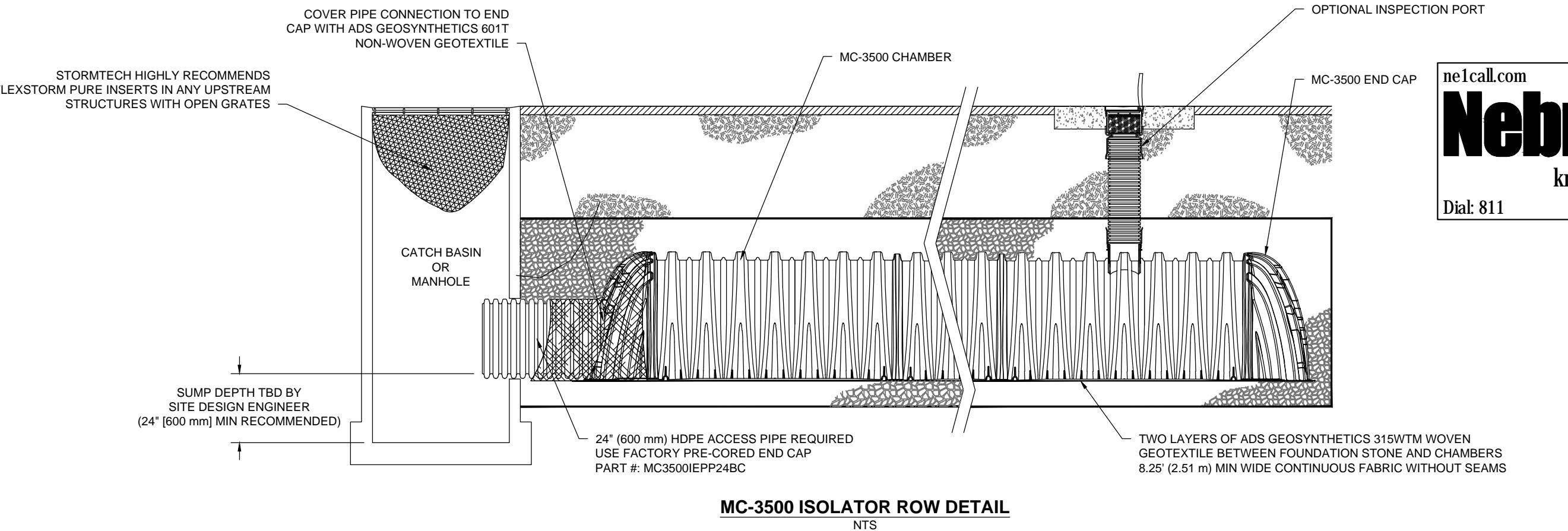
- MC-3500 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- MC-3500 CHAMBERS ARE DESIGNED IN ACCORDANCE WITH ASTM F2418 STANDARDS FOR USE IN STORMWATER COLLECTION SYSTEMS. THE DESIGN IS FOR POLYPROPYLENE CORRUGATED WALL STORMWATER COLLECTION CHAMBERS.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR THE DESIGN AND LAYOUT OF THE STORMTECH CHAMBERS FOR THIS PROJECT.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- ONCE LAYER 'C' IS PLACED, ANY SOILMATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

CONCEPTUAL LAYOUT

(20) STORMTECH MC-3500 CHAMBERS
(8) STORMTECH MC-3500 END CAPS
INSTALLED SYSTEM VOLUME: 4495 CF
AREA OF SYSTEM: 1412 FT²
PERIMETER OF SYSTEM: 159 FT



COMPUTER GENERATED CONCEPTUAL LAYOUT - NOT FOR CONSTRUCTION

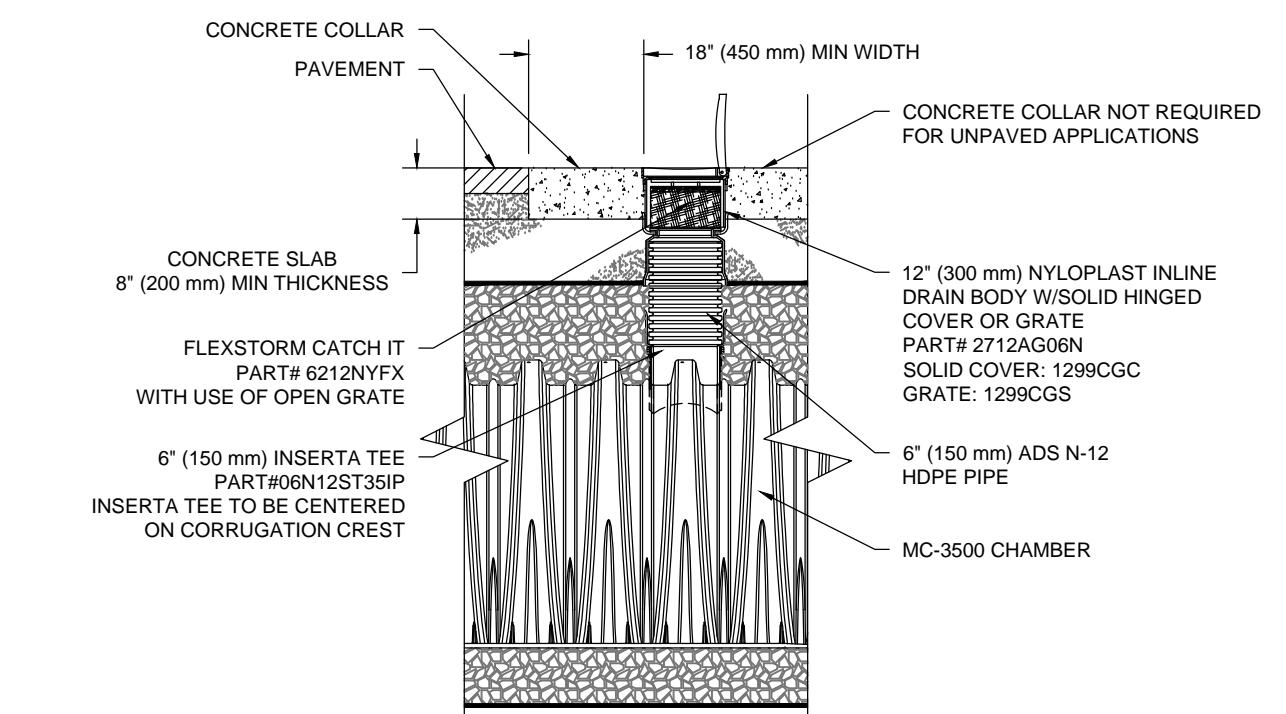


INSPECTION & MAINTENANCE

- INSPECT ISOLATOR ROW FOR SEDIMENT
 - INSPECTION PORTS IF PRESENT
 - REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
 - REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
 - USE A FLASHLIGHT AND STADIA ROD. MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
 - LOW PRESSURE AIR INTO ISOLATOR ROW THROUGH OUTLET PIPE (JET) MIRRORS ON POLES OR CABLES MAY BE USED TO AVOID A CONFINED SPACE ENTRY (JET) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
 - IF SEDIMENT IS AT OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- CLEAN OUT ISOLATOR ROW USING THE JET/JET PROCESS
 - A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
 - B. APPLY MULTIPLE PASSES OF JET/JET UNTIL BACKFLUSH WATER IS CLEAN
 - C. VACUUM STRUCTURE SUMP AS REQUIRED
- REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.
- INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

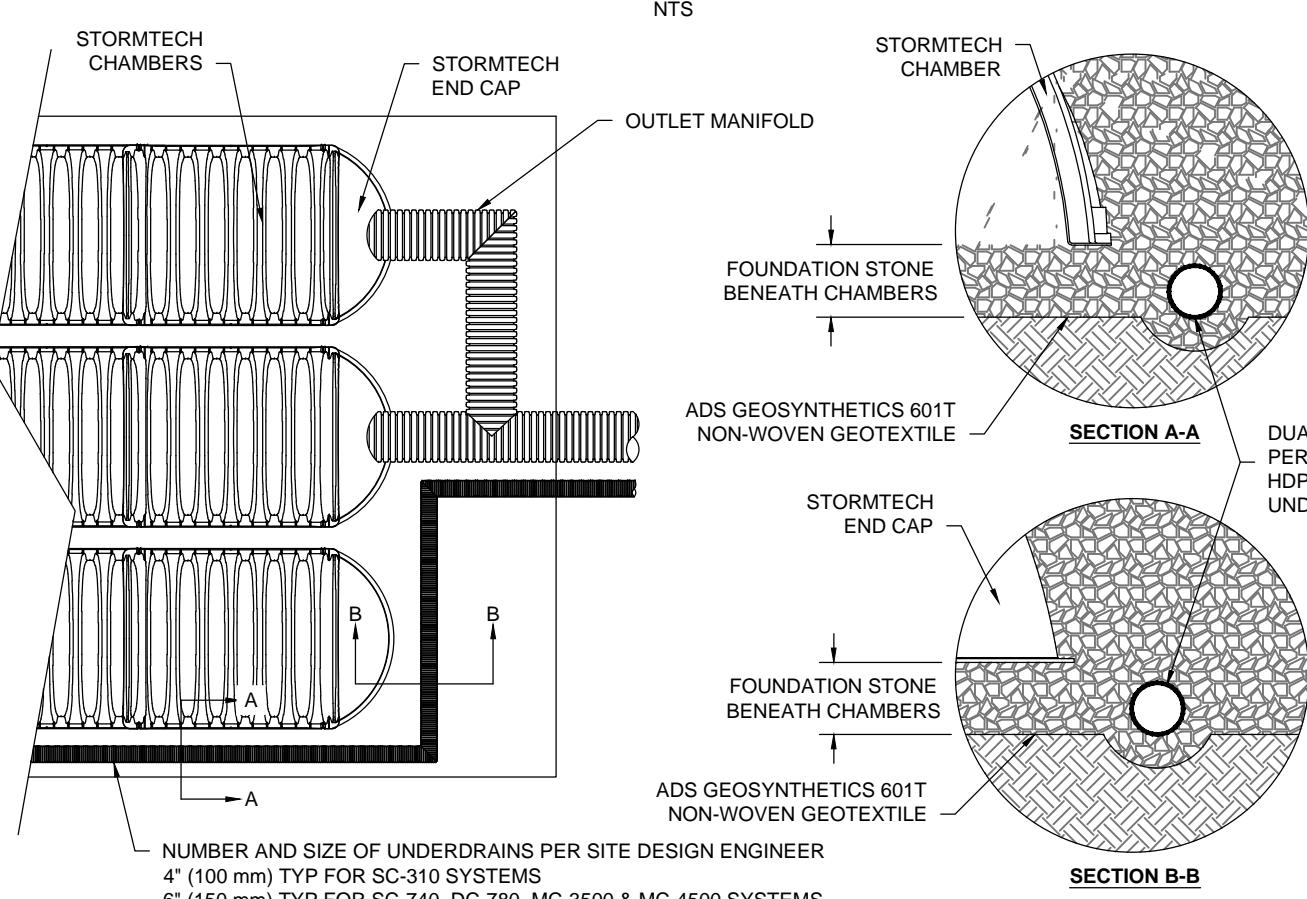
NOTES

- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
- CONDUCT JETTING AND VACUUMING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

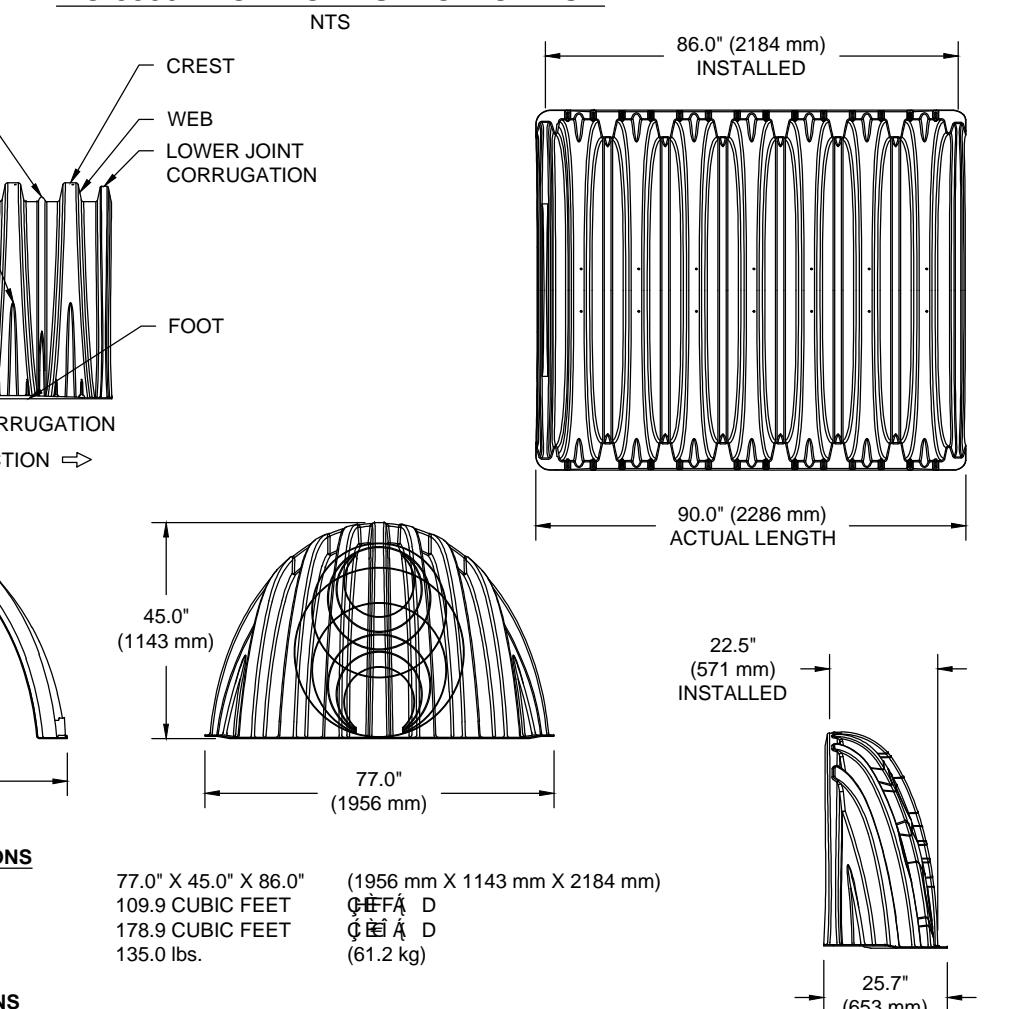


MC-3500 6" INSPECTION PORT DETAIL

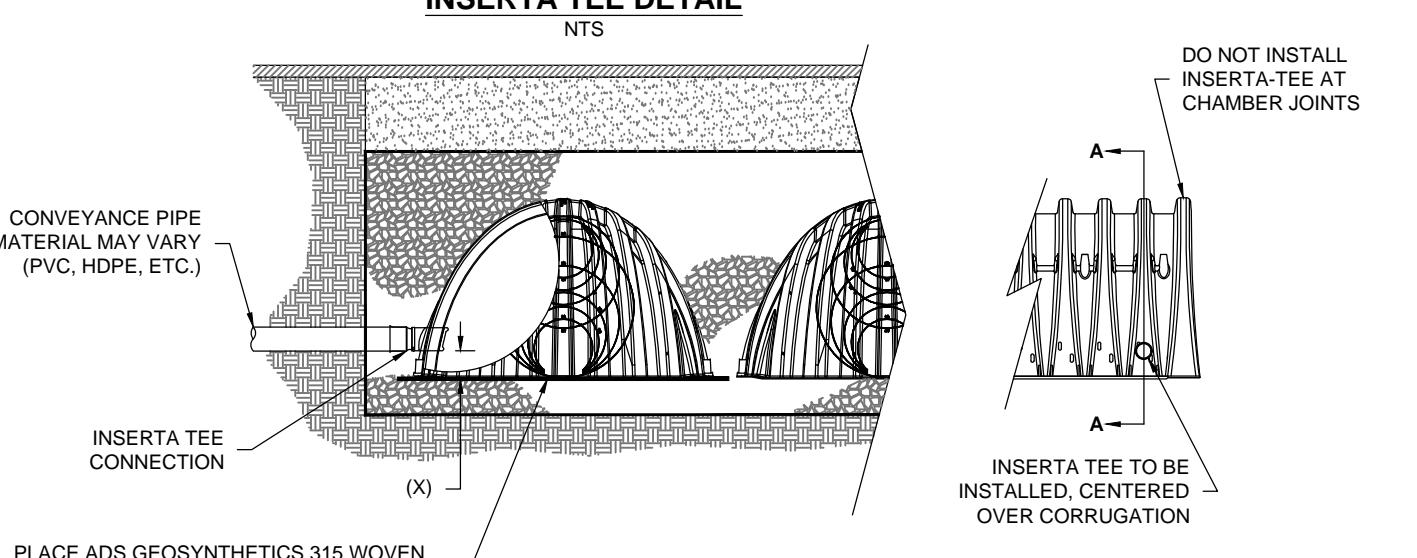
UNDERDRAIN DETAIL



MC-3500 TECHNICAL SPECIFICATION



INSERTA TEE DETAIL



CHAMBER	MAX DIAMETER OF INSERTA TEE	HEIGHT FROM BASE OF CHAMBER (X)
SC-310	6" (150 mm)	4" (100 mm)
SC-740	10" (250 mm)	4" (100 mm)
DC-780	10" (250 mm)	4" (100 mm)
MC-3500	12" (300 mm)	6" (150 mm)
MC-4500	12" (300 mm)	8" (200 mm)

NOTE: PART NUMBERS WILL VARY BASED ON INLET PIPE MATERIALS. CONTACT STORMTECH FOR MORE INFORMATION.

CUSTOM PRECORED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12" x 24" (30600 mm) SIZE ON SIZE AND 15" x 48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-3500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

NOTE: To receive PCSMP approval and / or Certificate of Occupancy, the construction of all PCSMP BMP's is required to be certified by E & A Consulting Group. Contractor shall contact David Hamisch at E & A Consulting Group (402 895-4700 office / 402 320-7313 cell) a minimum of 48 hours prior to starting construction on any PCSMP BMP.

LAV-20180601-4581-P

Proj. No.	Page No.	Revisions	Date	Description
P-20180601-4581	147		6/17/2018	

Proj. No.	Date	Designed By:	Drawn By:	Scale:
P-20180601-4581	6/17/2018			

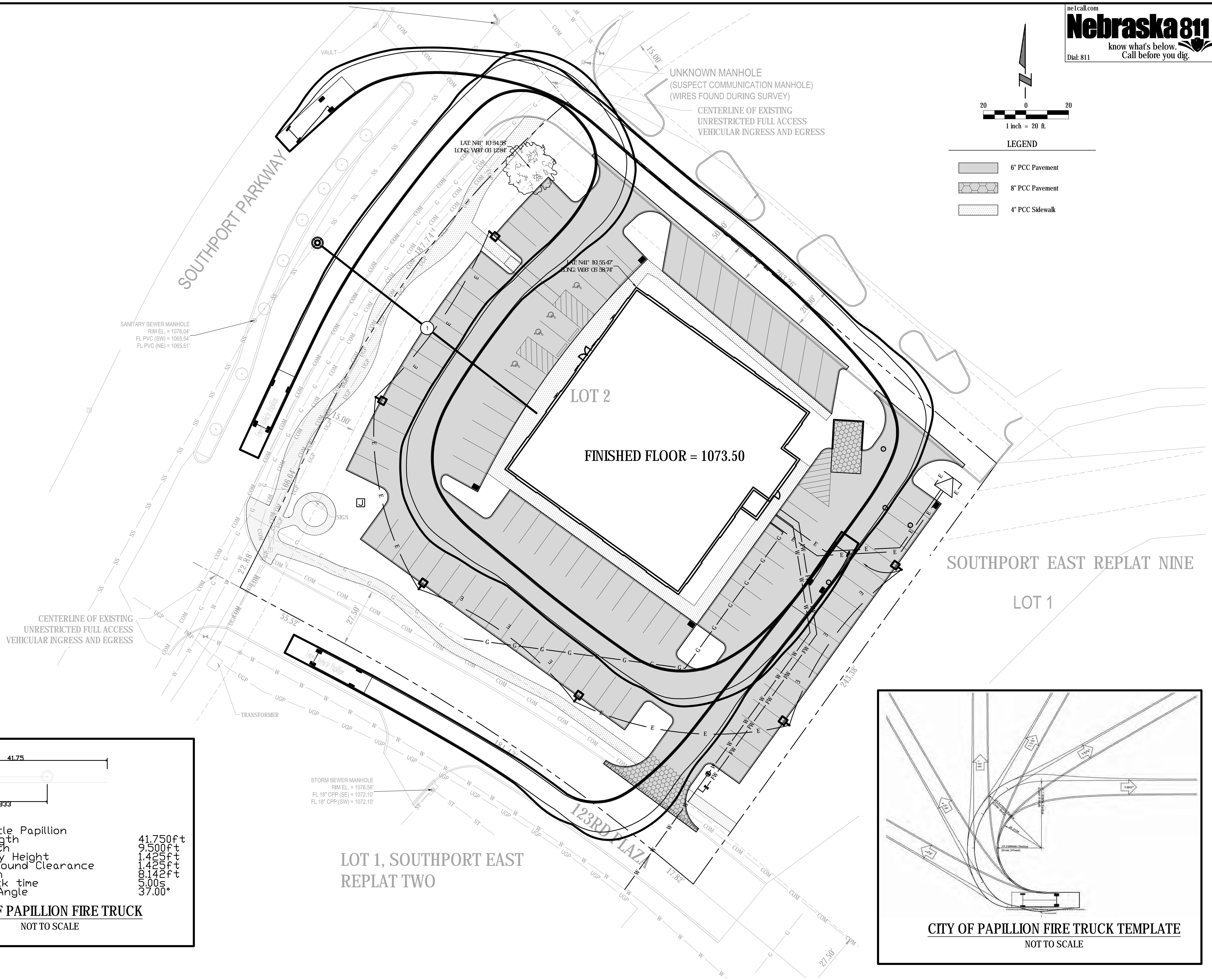
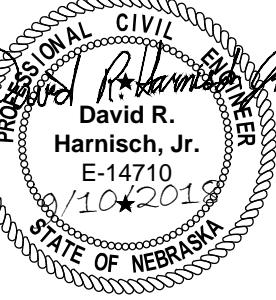
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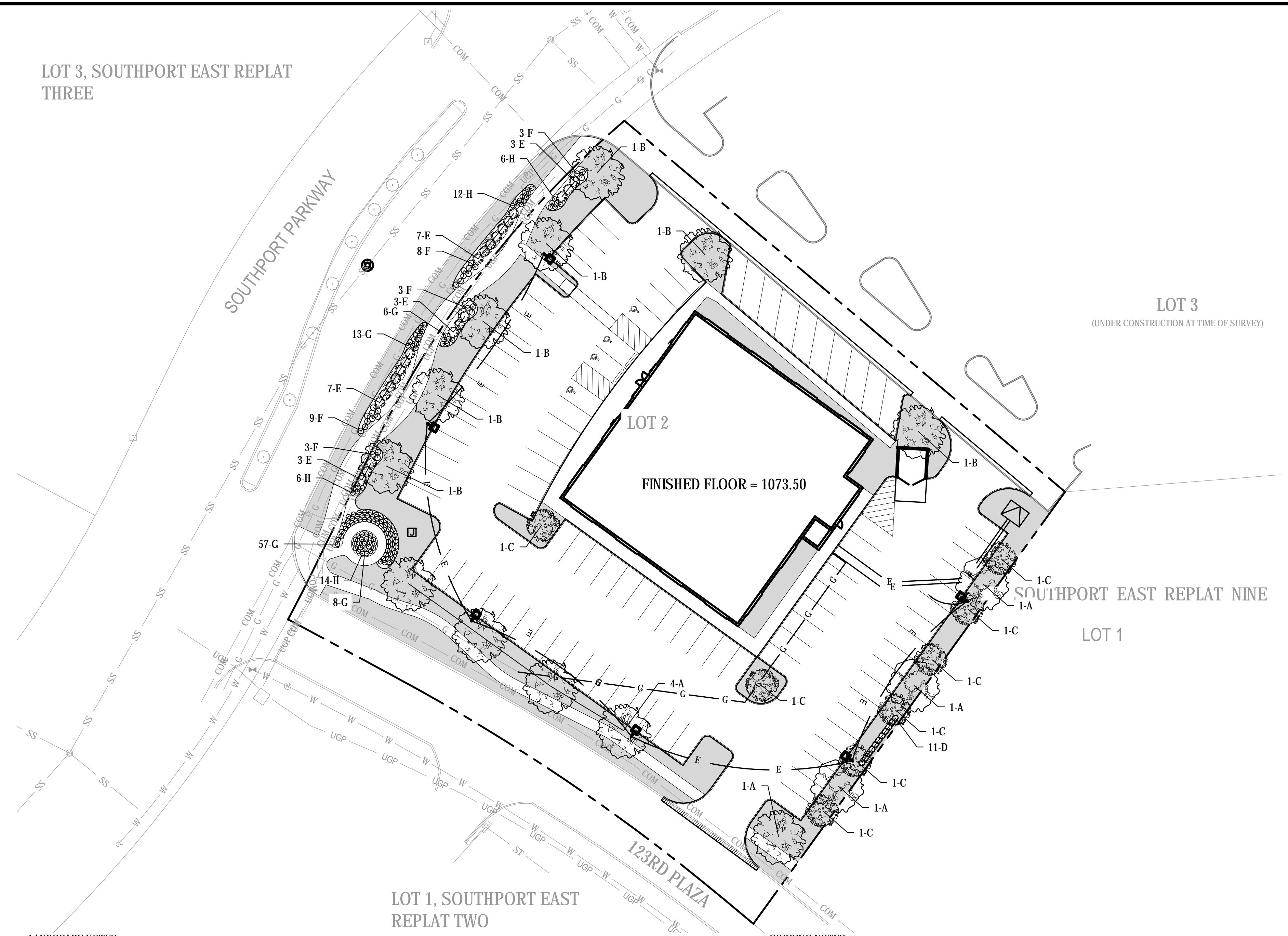
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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 16, 2018 AGENDA

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – PUPPYLAND, LLC LOT 50, S&S'S HARVEST HILL (7505 THORN APPLE LN)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Following discussion at the July 17,2018 City Council meeting, the proposed Conditional Use Permit (CUP) has been modified and a resolution prepared for Council to consider the application for a Conditional Use Permit to operate a home occupation for dog training, daycare, and overnight stays at 7505 Thorn Apple Lane.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

An application has been submitted by Puppyland, LLC, for a Home Occupation Conditional Use Permit to operate a dog daycare, training site and overnight stays out of her home. The property is zoned R-1, Single-Family Residential, and home occupations are listed as a conditional use within this district. The applicant has been running this home occupation and is seeking to obtain the required approval via the Conditional Use Permit to come into conformance with the Zoning Ordinance.

Based on discussion from the July 17th public hearing staff researched possible certifications that might distinguish the applicant from other residents who desire the ability to have more than three dogs. Staff was unable to find anything that could not be easily obtained by others. Thus, it is recommended that the applicant be held to existing city requirements and the draft Conditional Use Permit has been modified to limit overnight stays to three dogs. (The initial draft did not address this) A condition was also added to ensure proper disposal of waste materials.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 21, 2018, and voted 5 in favor and one opposed to recommend approval of the Conditional Use Permit as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR PUPPYLAND, LLC, TO OPERATE A HOME OCCUPATION DOG DAYCARE, TRAINING SITE, AND OVERNIGHT STAY ON LOT 50, S&S'S HARVEST HILL.

WHEREAS, Puppyland, LLC has applied for approval of a conditional use permit for a home occupation dog daycare, training site, and overnight stay on Lot 50, S&S'S Harvest Hill, located at 7505 Thorn Apple Lane; and

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

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Puppyland, LLC to allow for a home occupation dog daycare, training site, and overnight stay on Lot 50, S&S'S Harvest Hill.

PASSED AND APPROVED THIS 16TH DAY OF OCTOBER 2018.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: PCUP-18-0002

For Meeting of: October 16, 2018
Report Prepared on: October 4, 2018

I. GENERAL INFORMATION

- A. APPLICANT:** Puppyland, LLC
- B. PROPERTY OWNER:** Joe Sjoberg
- C. LOCATION:** 7505 Thorn Apple Lane

D. LEGAL DESCRIPTION: Lot 50, S&S'S Harvest Hill

E. REQUESTED ACTION(S):

Approval of Condition Use Permit to allow Home Occupation - Dog Daycare/Training

F. EXISTING ZONING AND LAND USE:
R-1, Single-Family Residential

G. PROPOSED USES: Applicant proposes to run a dog daycare/dog training business, which specializes in service dogs, from her home.

H. SIZE OF SITE: .25 Acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Single-family residence on a generally regular lot within a single-family residential subdivision. Land is relatively flat with a gradual downward slope to the south.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** Single-Family Residential-R-1
- 2. West:** Single-Family Residential-R-1
- 3. South:** Single-Family Residential-R-1
- 4. East:** Single-Family Residential-R-1

C. RELEVANT CASE HISTORY: The City Council held a public hearing at their meeting on July 17, 2018. The public hearing was closed and action was tabled.

D. APPLICABLE REGULATIONS:

1. Section 5.06 of the Zoning Ordinance: R-1 Single-Family Residential
2. Article 6 of the Zoning Ordinance- Conditional Use Permits

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan designates this property as residential.

B. OTHER PLANS: N/A

C. TRAFFIC AND ACCESS:

1. The property has access to Thorn Apple Lane through the western edge of the property.

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

IV. REVIEW COMMENTS:

1. The use shall be limited to the type of operation as described in the applicant's Operational Statement (Exhibit "A") and staff report. Any change in the operational characteristics including, but not limited to, expansion of the hours of operation and additional services provided, shall require review by the Planning Department and may require an amendment to the Conditional Use Permit, subject to either City Planner or Planning Commission and City Council approval, depending on the nature of the proposed change.
2. Permitted use will utilize the entire home, including the basement, garage, patio, and backyard. Use will consist of equipment and supplies commonly associated with dog training, including portable dog carrier/kennel.
3. Hours of operation for use will be from 7:00 a.m. to 6:00 p.m. Sunday through Saturday, except for overnight stays.
4. The client's dog(s) shall not be kenneled outside.
5. The home occupation (dog daycare/dog training/overnight stays) shall operate by appointment only.
6. The maximum number of dogs placed in the home per day shall be limited to six (6).
7. **The maximum number of dogs placed in the home at night shall be limited to three (3).**
8. There shall be no employees beyond the owner of the business.
9. Client parking shall consist of owner's driveway (off-street parking) only to avoid parking impact on neighbors.

10. Waste materials shall be stored in proper containers and such waste shall be properly disposed of according to law.

V. STAFF RECOMMENDATION:

Staff recommends the approval of the Condition Use Permit for Puppyland, LLC as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – CUP:

The Planning Commission held a public hearing on June 21, 2018 and voted 5-1 to recommend approval of the Conditional Use Permit as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Statement of Use and Site Plan
3. Letters of Support
4. Draft of Conditional Use Permit

VIII. COPIES OF REPORT TO:

1. Puppyland, LLC
2. Joe Sjoberg, Property Owner
3. Public Upon Request



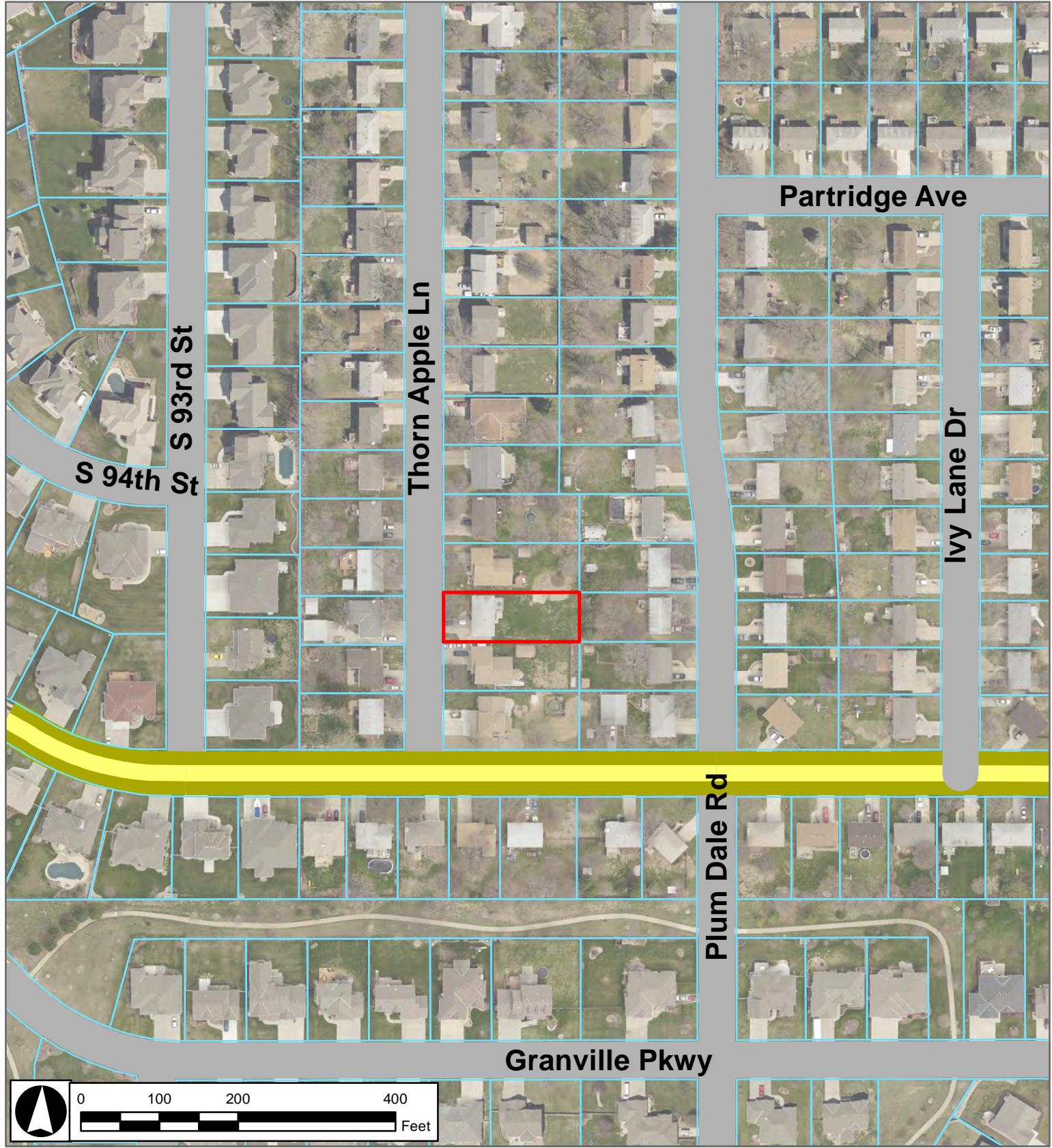
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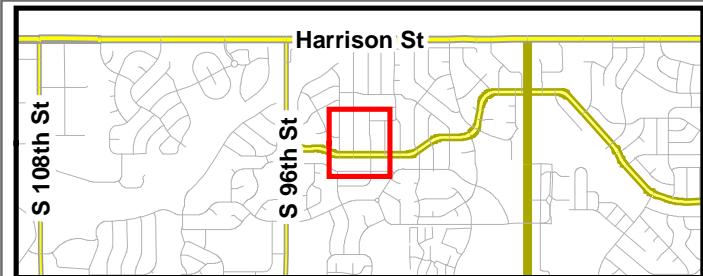
Community Development Director

10-9-18

Date



Project Vicinity Map



Puppyland, LLC Home Occupation CUP

6-11-18
JMC



PUPPLAND!

RE: Caring for dogs of service (Service Dogs, Emotional Support Dogs, Therapy Dogs) and dogs in training in our home (David and Cyndi Bates) at 7505 Thorn Apple Lane

First, I will give you my background history which brought me here to Omaha. My entire adult life I have been serving communities for the greater good.

- 1992-2008: Law Enforcement-Patrol, DARE & SOR Officer in Missouri. I became a sponsor/participant for Back Stoppers-Guns n Hoses (Boxing). During which I began to train, foster, and find forever homes for pups & kitties as a hobby.
- In 2008, I retired from law enforcement to further my endeavors with dual careers in fitness-boxing and pup care giving.
- I became involved with TDI (Therapy Dog International)-therapy dogs and basic dog training.
- 2011-My husband, David relocated from St. Louis, MO to Omaha with the Union Pacific Rail Road. I remained at our primary home located in St. Louis/Poplar Bluff, MO.
- 2013-I started to commute to Omaha from St. Louis/Poplar Bluff. I began to transport dogs to their forever homes on my route.
- 2014-David was diagnosed with cancer. Due to David's condition he needed a "Service Dog". I furthered my dog training skills to basic-advanced obedience dog training and "Service Dog" training including "Companion" and "Therapy Dog" training.
- 2015-My mother was diagnosed with cancer and 2017-diabetes. Therefore, my mother needed a "Service Dog" to help her with her daily needs.
- 2018-Currently I am on a regular basis commuting to St. Louis/Poplar Bluff, MO. I train "Service/Companion/Therapy Dogs" in Nebraska, Missouri, Illinois, Arkansas, Florida, and Texas.

When I am here in LaVista, NE, I volunteer with veterans and people in need of well-mannered dogs and dogs of service. In addition, I cater to a limited clientele as a doggy walker, doggy daycare, and doggy vacay. I provide exceptional care for "special need" dogs from puppy to senior, including dogs of service. I keep the dogs on their training program and work on any new "task" that is needed for my client's disability. I help dogs with different anxieties such as separation, thunderstorms, fireworks, etc. I transport my clients' dog to and from the vet while they are at work. I rehabilitate dogs that have behavioral and physical challenges. I volunteer my time with several relief & rescue and animal shelters in the area. I help them with "special need" dogs so they will be ready for adoption.

Example:

One of my neighbor client's adopted a 3 legged pup that had behavioral challenges with human and animal distractions. He works as a teacher at a nearby Indian Reservation. His ultimate dream was to have a therapy dog at the school to be there for the children in need. I worked with his pup and in a short amount of time the pup passed his CGC/Therapy Dog Certification. My clients dream came true!

I provide a clean structured in-home environment so the dogs will have a successful transition from here to home. My mission is to keep the dogs balanced and stress free. I require the following from all pups:

- Must be spay/neutered
- Crate trained
- Up to date on vaccines: Rabies, DHLP, Bordella, Flea/tick/worm preventative

I offer:

- Full time care
- Personal one on one
- Quiet environment
- Structured social time
- Desensitizing-social events, public places, parks, etc.
- Exercise conditioning program including treadmill

The majority of the dogs for walking/doggy daycare/doggy vacay clientele are neighbors and/or within our community. Also the majority of the dogs visiting are dogs of service or in training to be dogs of service.

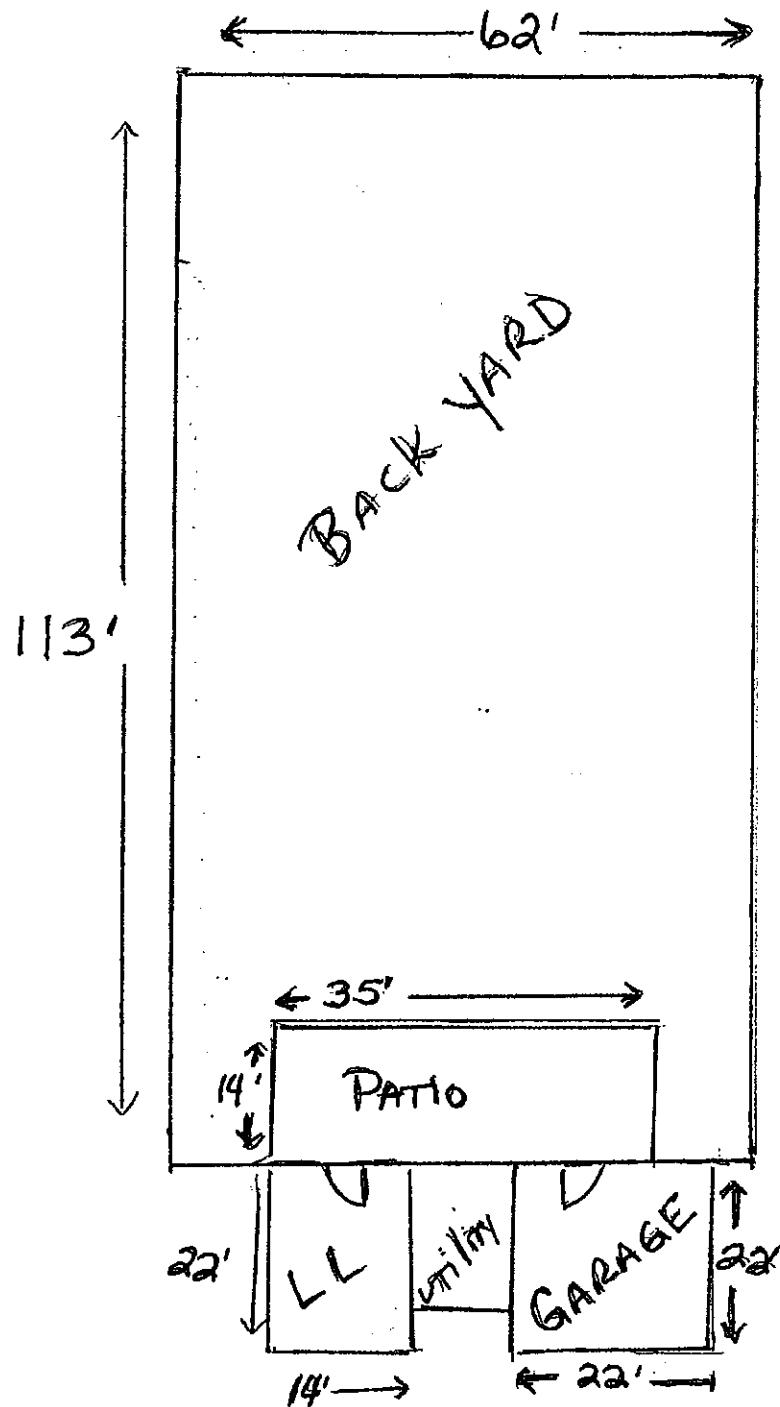
Hours of Operation:

I am here in Nebraska approximately (6) months out of the year (not consecutive). Therefore, my business is part time in Nebraska.

Generally, if I'm not transporting the dogs then my limited clientele drops off and/or pick up their pups for walking/doggy daycare between the hours of 7am-9am and 4pm-6pm on Tuesday/Wednesday/Thursday (Monday/Friday/Saturday/Sunday I rarely have any doggy daycare). Maximum dogs for doggy daycare is and average under (4) four.

If I have a dog that stays overnight then the client drops off/picks up during reasonable hours of the day. Overnight dog guests are an average of (1) one a week. Over the holidays is an average of under (4) four.

After the pups are dropped off, I spend most of my day out within the community with the dogs.



NOT TO SCALE

DIMENSIONS ARE
APPROXIMATE

AREAS OF HOME THAT WILL BE USED.

7505 Thorn Apple Lane

Planning Commission

June 12, 2018

City of La Vista

La Vista City Hall

8116 Park View Blvd

La Vista, NE 68128

To whom it may concern:

As a 35-year LaVista resident, I strongly support the mission and services of Cyndi Bates and Puppyland. She helped us immensely in training our dog, Buster, who has now received the American Kennel Club's "Canine Good Citizen" designation. This designation made it possible for Buster to work with children in the Omaha Nation Public School, where I am an English teacher.

The services of Puppyland represent an ongoing asset to our community and I strongly support their application for a "Conditional Use Permit" from the City.

Regards,

Monte Lund

Monte Lund

8817 Bayberry Rd.

LaVista, Nebraska 68128

402-707-6314

June 13, 2018

To Whom This May Concern:

Cyndi Bates is an asset to the LaVista community. She is committed in making peoples lifestyle better. Her abilities and knowledge of working with dogs for people with disabilities and Veterans is amazing.

I have known Cyndi for 7 months and she is very responsible and caring person working with my 9-month old Goldendoodle while I work at the Omaha VA Medical Center.

It would be a GREAT disappointment not only to the community but the individuals who get the benefit of her business if the services are discontinued.

Thank you.



Kris Gravelle

June 15, 2018

City of LaVista Planning Commission

Me and my husband have 2 dogs. We have been using Puppyland since December 2016. In the 12 years we have owned dogs, we have never sent our dogs anywhere when we go out of town. We would always have a sitter stay at the house. A situation arose back in December 2016 where we needed to send the dogs somewhere when we went out of town. Our dog trainer highly recommended Puppyland.

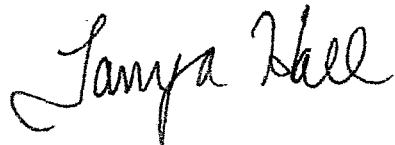
We do not have children and so our dogs are our children. We are very protective of our dogs. This was new territory for us, so we were a little leery about the situation, even though Puppyland came highly recommended.

Needless to say, we have been using Puppyland exclusively since December 2016, and me and my husband travel quite a bit. We feel that Puppyland treats our dogs like they are their own dogs. They are a very professional and reliable business. Our dogs get lots of playtime, walks, homemade treats and we get a CD of pictures taken during the stay, constant updates by text etc.. In addition to this, Puppyland keeps our dogs on the training program they went through back in 2016. It's like a mini boot-camp for them when they stay there.

One of our dogs has had 6 major ACL related surgeries since September 2017. We have appreciated the advice we have received from Puppyland concerning similar surgery stories and various 'puppy' situations that have arisen. Puppyland truly has a lot of experience with dogs.

We always know our dogs are in good hands at Puppyland and they will do whatever it takes to make sure our babies have a good experience while there.

We have relied on Puppyland for 18 months now and don't know what we would do without them!



Travis & Tanya Hall
5823 S. 238th St.
Elkhorn, NE 68022

THERESA M. BECK
9134 Granville Pkwy
La Vista, NE 68128

June 20, 2018

To Whom it May Concern:

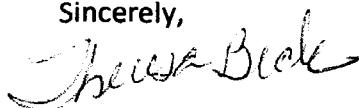
I am a client of Puppyland and would like to convey my support for its continued operation. As a La Vista resident, I have found their services outstanding and they are providing a much-needed business for our community.

The owner, Cyndi provides specialized training which have greatly enhanced our dog. This training went far beyond the typical obedience and was customized for him. The result was a well-adjusted dog that responds to handlers.

Puppyland also provides personalized care which goes above industry norms. This care is identical to what an owner provides. They minimize the number of concurrent animals on property, ensure each animal is behaved and maintain a clean facility.

This business operates with the highest standards and represents strong values for our community.

Sincerely,



Theresa Beck

June 21, 2018

LaVista City Hall
8116 Parkview
LaVista, NE 68128

To The City of LaVista:

It is with great pleasure that I recommend Puppyland for a Conditional Use Permit. I have known the proprietors of Puppyland for five years as a client, fellow dog trainer and friend.

Puppyland provides an excellent alternative to large intimidating; institutional dog boarding facilities by providing an intimate in home setting that reflects clients' very own home environments. Puppyland offers dog owners a safe and well supervised option to leaving their fur babies for extended periods of time at home, confined without exercise or social stimulation.

Puppyland proprietors Cyndi Bates and her husband David Bates have dedicated a portion of their home into a dog haven. Both Cyndi and David are patient and kind while still maintaining discipline and gaining the utmost respect of the dogs in their care. Cyndi, the primary caregiver manages Puppyland much like a child day care setting. She has an organized schedule for each dog in her care which includes basic obedience and therapy work training if requested and supervised indoor and outdoor play time. Puppyland offers supervised outdoor playtime in a secured fenced in yard where furry patrons are treated to days filled with exercise and supervised socialization.

One of the most impressive things about Puppyland's program is the curriculum. Prior to accepting a new applicant, Cyndi schedules time with each dog owner(s) to gain valuable information about the prospective fur client. She requires extensive health, vaccination and behavioral history records. Puppyland specializes in caring for dogs that require extra attention, i.e. basic obedience, good citizen or therapy dog preparation. It is not uncommon to see Cyndi socializing her furry clients at dog friendly stores and area recreational areas.

It is difficult to leave your fur babies in someone else's care and finding a provider you can trust is vital. Some liken it to entrusting their human children to a day care facility. I do not hesitate to entrust my dogs with Cyndi. In fact, after a stay at Puppyland, I am not really sure my dogs want to return home with me! I am more than happy to answer any questions you may have. Please feel free to contact me at 402-681-9044 or carol.olson@neb.vet.

Respectfully submitted for consideration by,

Carol Olson

**City of La Vista
Conditional Use Permit**

Conditional Use Permit for Home Occupation (Puppyland, LLC)

This Conditional Use Permit issued this _____ day of _____, 2018, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, Puppyland, LLC (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to locate and operate a home occupation (dog daycare, dog training) in a single-family dwelling at 7505 Thorn Apple Lane upon the following legally described property of land within the City of La Vista zoning jurisdiction:

Lot 50, S & S'S Harvest Hill, located in the NW ¼ Section 15, Township 14 North, Range 12 East of the 6th P.M. Sarpy County.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a home occupation (dog daycare, dog training); and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area of the property described herein for a home occupation (dog daycare, dog training), said use hereinafter being referred to as “Permitted Use or Use”.

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
 - a. The use shall be limited to the type of operation as described in the applicant's Operational Statement (Exhibit “A”) and staff report. Any change in the operational characteristics including, but not limited to, expansion of the hours of operation and additional services provided, shall require review by the Planning Department and may require an amendment to the Conditional Use Permit, subject to either City Planner or Planning Commission and City Council approval, depending on the nature of the proposed change.
 - b. Permitted use will utilize the entire home, including the basement, garage, patio, and backyard. Use will consist of equipment and supplies commonly associated with dog training, including portable dog carrier/kennel.
 - c. Hours of operation for use will be from 7:00 a.m. to 6:00 p.m. Sunday through Saturday, except for overnight stays.
 - d. The client's dog(s) shall not be kenneled outside.
 - e. The home occupation (dog daycare/dog training/overnight stays) shall operate by appointment only.
 - f. The maximum number of dogs placed in the home per day shall be limited to six (6). **The maximum number of dogs placed in the home at night shall be limited to three (3).**

- g. There shall be no employees.
- h. There shall be no storage, placement or display of goods or supplies outside described areas relating to permitted use.
- i. **Waste materials shall be stored in proper containers and such waste shall be properly disposed of according to law.**
- j. Client parking shall consist of owner's driveway (off-street parking) only to avoid parking impact on neighbors.
- k. The home occupation shall not generate any noise, odor, dust, vibrations, fumes, smoke, glare, or electrical or electronic interference with the residential use of neighboring properties.
- l. The use shall comply with all applicable sign regulations.
- m. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Building Inspector.
- n. Owner shall comply (and shall ensure that all, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- o. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his/her agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual renewal of a home occupation license and annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
- c. All obsolete or unused structures and accessory facilities or materials specifically pertaining to such permitted use shall be removed at owner's expense within twelve (12) months of cessation of the conditional use, if required by the City.

4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as a permitted use hereunder upon the first of the following to occur:

- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
- c. Owner's breach of any other terms hereof and his/her failure to correct such breach within ten (10) days of City's giving notice thereof.

5. If the permitted use is not commenced within one (1) year from _____, 2018, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed

at owner's cost and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

7. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon owner, his/her successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach, and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address: Puppyland, LLC
Cyndi Bates
7505 Thorn Apple Lane
La Vista, NE 68128

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam Buethe
City Clerk

CONSENT AND AGREEMENT

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

Owner:

By: _____

Title: owner/operator _____

Date: _____

PUPPLAND!

RE: Caring for dogs of service (Service Dogs, Emotional Support Dogs, Therapy Dogs) and dogs in training in our home (David and Cyndi Bates) at 7505 Thorn Apple Lane

First, I will give you my background history which brought me here to Omaha. My entire adult life I have been serving communities for the greater good.

- 1992-2008: Law Enforcement-Patrol, DARE & SOR Officer in Missouri. I became a sponsor/participant for Back Stoppers-Guns n Hoses (Boxing). During which I began to train, foster, and find forever homes for pups & kitties as a hobby.
- In 2008, I retired from law enforcement to further my endeavors with dual careers in fitness-boxing and pup care giving.
- I became involved with TDI (Therapy Dog International)-therapy dogs and basic dog training.
- 2011-My husband, David relocated from St. Louis, MO to Omaha with the Union Pacific Rail Road. I remained at our primary home located in St. Louis/Poplar Bluff, MO.
- 2013-I started to commute to Omaha from St. Louis/Poplar Bluff. I began to transport dogs to their forever homes on my route.
- 2014-David was diagnosed with cancer. Due to David's condition he needed a "Service Dog". I furthered my dog training skills to basic-advanced obedience dog training and "Service Dog" training including "Companion" and "Therapy Dog" training.
- 2015-My mother was diagnosed with cancer and 2017-diabetes. Therefore, my mother needed a "Service Dog" to help her with her daily needs.
- 2018-Currently I am on a regular basis commuting to St. Louis/Poplar Bluff, MO. I train "Service/Companion/Therapy Dogs" in Nebraska, Missouri, Illinois, Arkansas, Florida, and Texas.

When I am here in LaVista, NE, I volunteer with veterans and people in need of well-mannered dogs and dogs of service. In addition, I cater to a limited clientele as a doggy walker, doggy daycare, and doggy vacay. I provide exceptional care for "special need" dogs from puppy to senior, including dogs of service. I keep the dogs on their training program and work on any new "task" that is needed for my client's disability. I help dogs with different anxieties such as separation, thunderstorms, fireworks, etc. I transport my clients' dog to and from the vet while they are at work. I rehabilitate dogs that have behavioral and physical challenges. I volunteer my time with several relief & rescue and animal shelters in the area. I help them with "special need" dogs so they will be ready for adoption.

Example:

One of my neighbor client's adopted a 3 legged pup that had behavioral challenges with human and animal distractions. He works as a teacher at a nearby Indian Reservation. His ultimate dream was to have a therapy dog at the school to be there for the children in need. I worked with his pup and in a short amount of time the pup passed his CGC/Therapy Dog Certification. My clients dream came true!

I provide a clean structured in-home environment so the dogs will have a successful transition from here to home. My mission is to keep the dogs balanced and stress free. I require the following from all pups:

- Must be spay/neutered
- Crate trained
- Up to date on vaccines: Rabies, DHLP, Bordella, Flea/tick/worm preventative

I offer:

- Full time care
- Personal one on one
- Quiet environment
- Structured social time
- Desensitizing-social events, public places, parks, etc.
- Exercise conditioning program including treadmill

The majority of the dogs for walking/doggy daycare/doggy vacay clientele are neighbors and/or within our community. Also the majority of the dogs visiting are dogs of service or in training to be dogs of service.

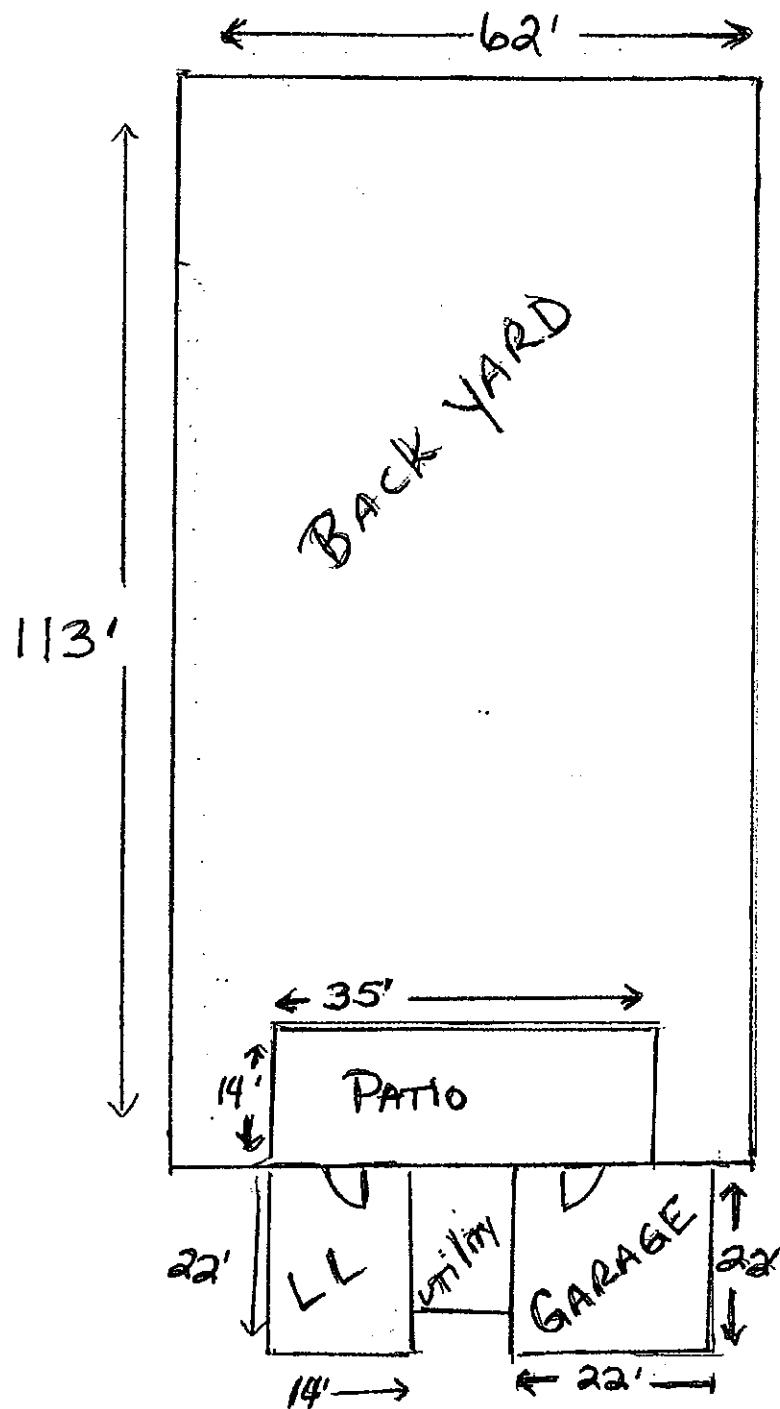
Hours of Operation:

I am here in Nebraska approximately (6) months out of the year (not consecutive). Therefore, my business is part time in Nebraska.

Generally, if I'm not transporting the dogs then my limited clientele drops off and/or pick up their pups for walking/doggy daycare between the hours of 7am-9am and 4pm-6pm on Tuesday/Wednesday/Thursday (Monday/Friday/Saturday/Sunday I rarely have any doggy daycare). Maximum dogs for doggy daycare is and average under (4) four.

If I have a dog that stays overnight then the client drops off/picks up during reasonable hours of the day. Overnight dog guests are an average of (1) one a week. Over the holidays is an average of under (4) four.

After the pups are dropped off, I spend most of my day out within the community with the dogs.



NOT TO SCALE

DIMENSIONS ARE
APPROXIMATE

AREAS OF HOME THAT WILL BE USED.

7505 Thorn Apple Lane

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 16, 2018 AGENDA

Subject:	Type:	Submitted By:
AMENDMENT TO THE DECLARATION & MASTER DEED — LA VISTA METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM PROPERTY REGIME	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared authorizing amendments to the Declaration & Master Deed, which established the relationship between the City and Metropolitan Community College and their facilities corporations for the day to day operation of the Public Library/MCC Sarpy Center.

FISCAL IMPACT

The FY 19/20 Biennial Budget provides funding for the City's share of facility insurance.

RECOMMENDATION

Approval.

BACKGROUND

On June 3, 1997, by Resolution No. 97-082 the City Council approved the Declaration and Master Deed for the La Vista Public Library/Metropolitan Community College Sarpy Center project, which the City of La Vista Facilities Corporation and Metropolitan Community College Facilities Corporation (together "Facilities Corporations") subsequently entered. The Facilities Corporations delegated to the City and College voting authority under the Declaration and Master Deed. The City and College desire to exercise such authority to again amend the Declaration and Master Deed (earlier amendments were adopted on December 1, 1998, July 2, 1999 and October 5, 1999).

The bonds have been retired and the lease-purchase agreements with the facilities corporations have been concluded. A two phase process is now necessary to transfer ownership of the La Vista Library – MCC Sarpy Center condominium units to the City and the College.

Phase One is the amending of the Declaration and Master Deed by executing and recording the attached Final Amendments document.

Phase Two will be the actual transfers by the two facilities corporations of the condo units to the City and College respectively, and the conveying by the two facilities corporations of the vacant Lot 2 to the City and College as tenants in common. Phase Two will not require further action by Council.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA APPROVING AMENDMENTS TO THE DECLARATION AND MASTER DEED OF LA VISTA METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM PROPERTY REGIME.

WHEREAS, on June 3, 1997, by Resolution No. 97-082, the City Council approved the Declaration and Master Deed for the La Vista Metropolitan Community College Condominium Property Regime, which the City of La Vista Facilities Corporation and Metropolitan Community College Facilities Corporation (together "Facilities Corporations") subsequently entered; and

WHEREAS, the Facilities Corporations delegated to the City and College voting authority under the Declaration and Master Deed, and the City and College desire to exercise such authority to amend the Declaration and Master Deed; and

WHEREAS, amendments to Articles 1.24, 2.1, 2.2, 6.7, Article VII, Article VIII, and Exhibit "A" of the Declaration and Master Deed have been prepared to make several clarifications; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Amendments to the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, in the form and content presented at this meeting and incorporated herein by this reference ("Amendment"), are hereby adopted and approved, subject to any additions, subtractions, or modifications as the City Administrator determines necessary or appropriate; and the Mayor and City Clerk are authorized to execute the Amendment and to take any other action that is necessary or appropriate to carry out said Amendment.

PASSED AND APPROVED THIS 16TH DAY OF OCTOBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

After Recording, Return to:

Robert T. Cannella
Fitzgerald, Schorr, Barmettler & Brennan P.C., L.L.O.
10050 Regency Circle, #200
Omaha, NE 66114-3794

**AMENDMENTS TO THE DECLARATION AND MASTER DEED OF LA VISTA
METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM PROPERTY REGIME**

WHEREAS, the City of La Vista Facilities Corporation (“City Facilities Corporation”) and the Metropolitan Community College Facilities Corporation (“College Facilities Corporation”) made and entered into the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301 (the “Declaration and Master Deed”), and pursuant thereto, created the La Vista/Metropolitan Community College Condominium Owners Association, Inc.;

WHEREAS, such condominium regime is comprised of only two units (identified in Exhibit “B” to the Declaration and Master Deed as “Unit 1” and “Unit 2”) and their respective Allocated Interests;

WHEREAS, the City Facilities Corporation is the owner of Unit 1 (and its Allocated Interests) within such condominium regime and the College Facilities Corporation is the owner of Unit 2 (and its Allocated Interests) within such condominium regime;

WHEREAS, the City of La Vista, Nebraska (“City”) is the occupant of Unit 1 within such condominium regime, under a lease-purchase agreement entered into with the City Facilities Corporation, and Metropolitan Community College, real and true name The Metropolitan Community College Area (“College”), is the occupant of Unit 2 within such condominium regime, under a lease-purchase agreement entered into with the College Facilities Corporation;

WHEREAS, the City Facilities Corporation and College Facilities Corporation delegated to the City and to the College, respectively, voting authority under the Declaration and Master Deed pursuant to Article 1.24 thereof;

WHEREAS, the City and College desire to exercise such voting authority, pursuant to Article X of the Declaration and Master Deed, to amend the Declaration and Master Deed as set forth herein; and

WHEREAS, pursuant to Neb. Rev. Stat. § 85-1511(12) and resolutions of the Board of Governors of the College (“Board”) adopted on May 27, 1997 and October 14, 1997, and filed in the office of the Board, the President of the College is authorized, on behalf of the Board, to take all actions and steps as are necessary or appropriate to obtain for the College the intended benefits of the City Library/Sarpy Center development transaction, including the Declaration and Master Deed and lease-purchase agreements.

NOW THEREFORE, the City Facilities Corporation, the College Facilities Corporation, the City, and the College hereby agree to amend, and do hereby amend, the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, in the particulars set forth on and in “EXHIBIT ONE” hereto, comprised of pages 8 through 21 of this instrument.

These Amendments and this instrument shall be effective upon the recording hereof in the office of the Register of Deeds of Sarpy County, Nebraska.

CITY OF LA VISTA, NEBRASKA,

By: _____
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, City Clerk

STATE OF NEBRASKA]
] ss.
COUNTY OF SARPY]

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Douglas Kindig, Mayor of the City of La Vista, Nebraska, and Pamela A. Buethe, City Clerk, on behalf of the City.

NOTARY PUBLIC

THE METROPOLITAN COMMUNITY COLLEGE AREA, a
political subdivision of the State of Nebraska

By: _____

Randy Schmailzl, President,
for, on behalf of, and in name of the Board of Governors of
The Metropolitan Community College Area

STATE OF NEBRASKA]
]
] ss.
COUNTY OF DOUGLAS]

The foregoing instrument was acknowledged before me this _____ day of
_____, 2018, by Randy Schmailzl, President of The Metropolitan
Community College Area, on behalf of The Metropolitan Community College Area.

NOTARY PUBLIC

**UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS
OF CITY OF LA VISTA FACILITIES CORPORATION**

WHEREAS, the City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, is the owner of one of the two condominium units within the La Vista Metropolitan Community College Condominium Property Regime created by the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, and recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301;

WHEREAS, the City of La Vista, Nebraska and the Metropolitan Community College Area have entered into, approved and adopted, or will enter into, approve and adopt amendments to such Declaration and Master Deed as set forth on and in EXHIBIT ONE hereto, comprised of pages 8 through 21 of this instrument; and

WHEREAS, the undersigned agree and unanimously consent, on behalf of said City of La Vista Facilities Corporation, that such Declaration and Master Deed ought to be amended in the particulars set forth on and in such EXHIBIT ONE.

NOW, THEREFORE, the undersigned, being all of the directors of City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, do hereby unanimously consent and agree to amend, and do hereby amend, the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301, as set forth on and in EXHIBIT ONE hereto, comprised of pages 8 through 21 of this instrument.

This Unanimous Consent and Agreement shall be effective upon the recording hereof in the office of the Register of Deeds of Sarpy County, Nebraska.

Janice M. Anderson

Michael T. Branigan

Eugene S. Tschida

ACKNOWLEDGEMENTS

STATE OF NEBRASKA]
] ss.
COUNTY OF _____]

On this _____ day of _____, 2018, **Janice M. Anderson**, a director of City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged her signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF CITY OF LA VISTA FACILITIES CORPORATION to be her voluntary act and deed and the voluntary act and deed of such corporation.

NOTARY PUBLIC

STATE OF NEBRASKA]
] ss.
COUNTY OF _____]

On this _____ day of _____, 2018, **Michael T. Branigan**, a director of City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged his signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF CITY OF LA VISTA FACILITIES CORPORATION to be his voluntary act and deed and the voluntary act and deed of such corporation.

NOTARY PUBLIC

STATE OF NEBRASKA]
] ss.
COUNTY OF _____]

On this _____ day of _____, 2018, **Eugene S. Tschida**, a director of City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged his signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF CITY OF LA VISTA FACILITIES CORPORATION to be his voluntary act and deed and the voluntary act and deed of such corporation.

NOTARY PUBLIC

**UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS
OF METROPOLITAN COMMUNITY COLLEGE FACILITIES CORPORATION**

WHEREAS, Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, is the owner of one of the two condominium units within the La Vista Metropolitan Community College Condominium Property Regime created by the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, and recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301;

WHEREAS, the City of La Vista, Nebraska and the Metropolitan Community College Area have entered into, approved and adopted, or will enter into, approve and adopt amendments to such Declaration and Master Deed as set forth on and in EXHIBIT ONE hereto, comprised of pages 8 through 21 of this instrument; and

WHEREAS, the undersigned agree and unanimously consent, on behalf of said Metropolitan Community College Facilities Corporation, that such Declaration and Master Deed ought to be amended in the particulars set forth on and in such EXHIBIT ONE.

NOW, THEREFORE, the undersigned, being all of the directors of Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, do hereby unanimously consent and agree to amend, and do hereby amend, the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301, as set forth on and in EXHIBIT ONE hereto, comprised of pages 8 through 21 of this instrument.

This Unanimous Consent and Agreement shall be effective upon the recording hereof in the office of the Register of Deeds of Sarpy County, Nebraska.

Barbara J. Coffey

Gary D. Johnson

David R. Schinzel

ACKNOWLEDGEMENTS

STATE OF NEBRASKA]
] ss.
COUNTY OF _____]

On this _____ day of _____, 2018, **Barbara J. Coffey**, a director of Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged her signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF METROPOLITAN COMMUNITY COLLEGE FACILITIES CORPORATION to be her voluntary act and deed and the voluntary act and deed of such corporation.

NOTARY PUBLIC

STATE OF NEBRASKA]
] ss.
COUNTY OF _____]

On this _____ day of _____, 2018, **Gary D. Johnson**, a director of Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged his signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF METROPOLITAN COMMUNITY COLLEGE FACILITIES CORPORATION to be his voluntary act and deed and the voluntary act and deed of such corporation.

NOTARY PUBLIC

STATE OF NEBRASKA]
] ss.
COUNTY OF _____]

On this _____ day of _____, 2018, **David R. Schinzel**, a director of Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged his signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF METROPOLITAN COMMUNITY COLLEGE FACILITIES CORPORATION to be his voluntary act and deed and the voluntary act and deed of such corporation.

NOTARY PUBLIC

EXHIBIT ONE

AMENDMENTS TO DECLARATION AND MASTER DEED OF LA VISTA METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM PROPERTY REGIME

The Declaration and Master Deed of LaVista Metropolitan Community College Condominium Property Regime, dated December 29, 1997 and filed in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument No. 97-29301 (hereafter, the "Declaration and Master Deed" or the "Declaration"), is amended as follows:

1. Article 1.24 of the Declaration and Master Deed is amended to read as follows:

1.24 Unit Owner or Owner means the Declarant or other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation. Each Unit Owner shall have the right to agree in writing with any occupant under a Lease/Purchase Agreement, or any lessee under a Lease/Purchase Agreement prior to taking possession, as to the exercise of voting rights with respect to the Association and/or its Board of Directors.

2. Article 2.1 of the Declaration and Master Deed is amended to read as follows:

2.1 The Units and Allocations. The Condominium consists of two (2) Units located on the Property described on Exhibit "A" to this Declaration and Master Deed. The Condominium Units are identified as "Unit 1" and "Unit 2" as shown on the Plan comprised of the five pages attached as Exhibit 'B' to this Declaration and Master Deed. Each Unit consists of the Unit together with its Allocated Interests.

Each Unit's appurtenant percentage of undivided interest in the Common Elements shall be allocated as follows (as shown on the five pages attached as Exhibit 'C' to this Declaration and Master Deed):

Unit 1:	42.28 %
Unit 2:	57.72 %.

Each Unit's appurtenant percentage of the common expenses shall be based on the operation and maintenance costs for those Common Elements and the amount of each Unit's assessment will change on a yearly basis according to those costs.

As described in Section 7.1, each Unit shall be allocated one (1) vote and each Unit is allocated a vote equal in weight to the vote of the other Unit.

Ownership of each Unit and the Unit Owner's corresponding share in the Common Elements shall not be separated, nor shall any Unit, by deed, Plat, court decree or otherwise, be subdivided or in any other manner separated into tracts or parcels or lots smaller than the whole Unit as shown on the Plan and as described in this Section.

After this Declaration and Master Deed and its Exhibits have been recorded in the office of the Register of Deeds of Sarpy County, Nebraska, every contract, deed, lease, security interest, trust deed, will or other instrument may legally describe a Unit as follows:

Unit ___, a condominium unit in LaVista Metropolitan Community College Condominium Regime, a condominium located in Sarpy County, Nebraska, in accordance with the Condominium Declaration and Master Deed of LaVista Metropolitan Community College Condominium Property Regime, recorded December 30, 1997, as Inst. No. 97-29301 in the records of the Register of Deeds of Sarpy County, Nebraska, and as amended by the instrument recorded in such office on _____, as Inst. No. _____, and *(add any additional amending instruments subsequently recorded)*.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise to affect not only the Unit, but also the undivided interest in the Common Elements appurtenant to said Unit and all other appurtenant properties and property rights, and to incorporate all of the rights and burdens incident to ownership of a Condominium Unit and all of the limitations thereon as described in this Declaration and the Plat and Plan. Each such description shall be construed to include a non-exclusive easement for use of all of the Limited Common Elements appurtenant to said Unit, and all the general Common Elements.

3. Article 2.2 of the Declaration and Master Deed is amended to read as follows:

2.2 The Units and their dimensions are depicted on the Plan referred to in Section 2.1 hereinabove, which Plan is incorporated herein by this reference. Except as otherwise provided herein, and as otherwise set forth in Article III, which describes the Common Elements, each Unit includes that part of the structure which lies within the following boundaries:

- (a) The upper (horizontal) boundary includes the plane of the bottom surface of the ceiling.
- (b) The lower (horizontal) boundary includes the plane of the top surface of the floor.
- (c) The vertical (parametric) boundaries of the Units are the vertical planes which include the back surface of the wallboard or other finished surface of all walls boundary of the Unit extended to intersections with each other and with the upper and lower boundaries.

4. Article 6.7 of the Declaration and Master Deed is amended to read as follows:

6.7. Except as placed, erected or agreed to by Declarant or its assigns, agents or successors, no sign, billboards, unsightly objects, or nuisances shall be

erected, placed, or permitted to remain on the Property subject to this Declaration, nor shall such Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or occupant thereof. Nothing herein contained however, should be construed as prohibiting reasonable signage as may be necessary for the operation of a public library and/or community college.

5. Article VII of the Declaration and Master Deed is amended in its entirety to read as follows:

ARTICLE VII – ASSOCIATION AND BY-LAWS, ASSESSMENTS

7.1 General Information. The Association will administer the Condominium pursuant to the terms and conditions set forth in the Declaration. The fiscal year of the Association shall be the twelve month period commencing July 1 and ending June 30. The Office of the Association shall be located at such location as the Board of Directors or the Managing Agent shall designate from time to time. All Unit Owners, by virtue of their ownership of a Unit in the Condominium, are automatically mandatory Members of the Association and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote, pursuant to the Declaration and in accordance with the By-Laws. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Subject to the provisions of the condominium documents, each Owner shall be entitled to one (1) vote for each Unit in which the interest required for membership is held, and each Unit is allocated a vote equal in weight to each other Unit.

7.2 Meetings.

a) The annual meeting of the Association shall be held at the office of the Association on the first Monday of November each year, commencing at 3:00 p.m., or such other date, time or place as may be determined by the Board of Directors of the Association.

b) A Quorum at any meeting shall consist of a majority of those Persons entitled to cast all votes of the Association.

c) Each Member shall be entitled to cast one vote for each Unit owned by that Member. The right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one Person, or if a Unit is owned by a corporation, partnership, trust, government, governmental subdivision or agency or any other organization, the vote for such Unit shall be exercised as such multiple Owners or representative thereof, between or among themselves, determine; provided, in no event shall more than one (1) vote be cast with respect to any Unit.

d) Votes may be cast in Person or by proxy.

7.3 Directors. The business of the Association shall be managed by a Board of Directors of six (6) directors who shall serve without compensation.

However, any Director may be reimbursed for his/her actual expense incurred in the performance of his/her duties as a Director.

a) Each Director shall be a Member of the Association or a delegate holding voting rights of a Member pursuant to Article 1.24 (or if a Member or delegate of voting rights is a corporation, partnership, trust, government, governmental subdivision or agency or any other organization, a Director may be an officer, employee, partner, beneficiary, authorized agent or trustee of such Member or delegate). If a Director shall cease to meet such qualifications during their term, he/she will thereupon cease to be a Director, and their place on the Board shall be deemed vacant.

b) Election of Directors shall be conducted at the annual meeting. Each Unit shall be entitled to elect three (3) Directors each. Each Declarant shall initially appoint three (3) Directors, each to serve until the first annual meeting.

c) A Director who is an employee, partner, beneficiary, authorized agent or trustee of a Member or a delegate may be removed by that Member or delegate.

d) In the event of the death, resignation or removal of a Director, their successor shall be selected by Unit owner/Member/delegate who elected said Director and shall serve for the unexpired term of their predecessor.

7.4 Director's Meetings. The initial meeting of the Board of Directors shall be held within ten (10) days of its appointment at such place and time fixed by the Declarant. No further notice of the initial meeting shall be required provided that a quorum is present.

s) Regular meetings of the Board of Directors shall be held at such time and places which are determined, from time to time, by a majority of the Association's Board of Directors. Notice of a regular meeting shall be given to each Director, personally or by mail, telephone or equivalent service, at least three (3) days prior to the date of any regular meeting. Notice of a meeting may be waived before or after any such meeting unless prohibited by law.

b) Special meetings of the Board of Directors may be held at the request of the President or a majority of the Directors. Notice of special meetings shall be given to each Director, personally or by mail, telephone or equivalent service at least five (5) days prior to the date of any special meeting. Notice of a meeting may be waived before or after any such meeting unless prohibited by law.

c) A quorum at a meeting of Directors shall consist of a majority of the Directors. A Director representing a Unit at a meeting where one or both of the other Directors representing that Unit are absent may vote for those respective non-present Directors. The acts approved by a majority of those Directors present at any meeting at which a quorum is present shall constitute the acts of the Association, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting until a quorum is present. Upon reconvening an

adjourned meeting, any business called may be transacted without the necessity of providing any further notice.

d) The presiding officer of a Directors' meeting shall be the Chairman of the Board, if such an officer has been elected, or if not, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

e) The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

7.5 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Act, the Declaration of Condominium and By-Laws shall be exercised by the Board of Directors, its duly appointed agents, contractors or employees, subject only to approval by the Unit Owners where specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may be an employee of the Association and a contract for management of the Condominium may be entered into with a Director or the Declarant.

7.6 Officers. The executive officers of the Association shall consist of a President, who must also be a Director, a Vice-President, Treasurer, and Secretary. The election of officers shall be made by a majority vote of the Board of Directors at the first meeting of the Board following each annual meeting of the Membership, and each Officer shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise become disqualified to serve. Any officer may be removed from office at any regular or special meeting of the Association's Board of Directors by a majority vote of the quorum present at such meeting. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by a majority vote of the quorum present of the Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer they replace. Any person may hold two or more offices, except that the President shall not be Secretary. The Association's Board of Directors may elect additional officers, from time to time, to exercise such powers and duties as the Board of Directors shall find required to manage the business of the Association. Compensation of officers shall be fixed by the Board of Directors.

a) The President shall be the Chief Executive Officer of the Association, shall have all powers and duties usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees to assist in the conduct of the business of the Association.

b) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice-

President shall assist the President and exercise such other powers and perform such other duties as prescribed by the Board of Directors.

c) The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be directed by the Board; shall sign all checks and promissory notes of the Association except in those instances where the Board has delegated the authority to sign checks to a Managing Agent employed by the Association; shall keep proper books of account; shall cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the regular annual meeting of the Members, and shall deliver a copy of such to the Members. The duties of the Treasurer may be performed by the managing agent.

d) The Secretary shall keep the Minutes of all proceedings of the Association and the Board of Directors. The Secretary shall prepare and deliver all notices required by the By-Laws to be delivered to the members of the Association and the Board of Directors, as well as all other notices required by law. The Secretary shall keep all records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary. The minutes shall be prepared within ten (10) days of the meeting and, upon request, distributed to or at the direction of each Member.

7.7 Assessments.

a) All Owners shall be obligated to pay the estimated assessments imposed by the Board of Directors of the Association to meet the Common Expenses. The Common Expenses of the Association shall be assessed among all of the Condominium Unit Owners in accordance with the Owner's share in the Common Elements as set forth in Article III of this Declaration. Assessments for the estimated Common Expenses of the Association shall be due and payable in a manner as may be determined by the Board of Directors. The method of assessment described herein may not be amended without the written approval of two-thirds (2/3) of the Owners of the individual Condominium Units.

b) Each Unit Owner's obligation of payment of assessments shall begin on the first day of the month in which the closing of the purchase of the Condominium Unit occurs.

c) In the event the ownership of a Condominium Unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated.

d) Assessment shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine and is to be paid by all of the Condominium Unit Owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements which are the responsibility of the Association, and the real property and improvements owned thereby, which sum

may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; snow removal and road repair, premiums for insurance, landscaping and care of grounds, common lighting and heating, repairs and renovation, trash and garbage collections, wages, common water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent, if any, on behalf of the Unit Owners under or by reason of the Declaration and By-Laws of the Association for the creation of a reasonable contingency, reserve, working capital and sinking funds as well as other costs and expenses relating to the Common Elements.

e) Pursuant to the provisions of the Declaration and By-Laws, the Board of Directors may levy such assessments for the purpose of defraying the cost of repair, or reconstruction of the improvements in the event of their damage.

f) The Association by its Board of Directors may levy a special assessment against any individual Unit or any Unit Owner for the reasonable expense incurred in the reconstruction or repair to the Common Elements, Limited Common Elements, the individual Unit or any Unit Owner for damage or destruction caused by said individual Unit Owner's misconduct, negligence or infraction of the published rules and regulations of the Association.

g) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of the Owner's obligation to pay the same.

h) The Association shall have all of the powers of the Association enumerated in the Act.

i) Within thirty (30) days after adoption of any proposed Budget for the Condominium, the Board of Directors shall provide a summary of the Budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the Budget, which date shall not be less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners, or any larger vote specified in the Declaration, reject the Budget, the Budget is ratified, whether or not a quorum is present. In the event the proposed Budget is rejected, the periodic Budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

7.8 Owner's Personal Obligation for Payment of Expenses. The amount of the Common Expenses assessed by the Association against each Condominium Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt themselves from liability for this contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements, the real property and improvements owned by the Association or by abandonment of their Unit. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessments which remain unpaid for more than ten (10) days from the date for payment thereof. In the event of default in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the rate of ten percent (10%) per annum, on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees incurred together with such late charges as provided by the By-Laws or Rules and Regulations of the

Association. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing the lien nor shall such suit be construed to be a waiver of the lien.

7.9 Association Lien for Non-Payment of Common Expenses.

a) All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens of the Condominium Unit in favor of any assessing entity, and all sums unpaid on a First Mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Recorder's Office for Sarpy County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

b) Such lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Condominium Unit being foreclosed shall be required to pay the Association the monthly assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid in the Condominium Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

c) Any Mortgagee holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of the mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. The Association shall report to the Mortgagee of a Condominium Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same is due; provided, however, that a Mortgagee shall have furnished to the Association notice of such encumbrance.

d) The recorded lien may be released by recording a Release of Lien signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Recorder's Office for Sarpy County, Nebraska.

e) Notwithstanding any of the foregoing provisions, any Mortgagee who obtains a title to a Condominium Unit pursuant to the remedies set

forth in its mortgage or deed of trust shall take title to the Unit free and clear of all Common Expense assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

7.10 Ascertainability of Unpaid Common Expenses.

The Unit Owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Board of Directors and upon payment of a reasonable fee, shall be furnished a statement of their account. The statement of account shall include the amount of any unpaid Common Expenses, the amount of the current assessments, the dates that assessments are due, the amount for any advanced payments made, prepaid items such as insurance policy premiums and reserves therefor and any deficiencies in reserve accounts which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

7.11 Priorities of Association and Recreational and Maintenance Association Lien for Common Expenses.

The Owner of a Condominium Unit may create a junior deed of trust or mortgage (junior) to the lien, deed of trust or other encumbrances of a First Mortgage, liens or encumbrances of the Condominium Unit; provided, however, that any such junior mortgage, deed of trust, liens or encumbrances will always be subordinate to the prior and paramount lien of the Association for Common Expenses and all of the terms, conditions, covenants, restrictions, use limitations and obligations under this Declaration and By-Laws and provided, further, that such junior encumbrances shall be released for purposes of restoration of any improvements upon the encumbered Condominium Unit. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

6. Article VIII of the Declaration and Master Deed is amended in its entirety to read as follows:

ARTICLE VIII – INSURANCE – DAMAGE, DESTRUCTION AND RECONSTRUCTION

8.1 Scope of Coverage.

(a) The Condominium is one in which all of the units are restricted to nonresidential use. The Association shall maintain, to the extent reasonably available, the following insurance coverages:

(i) Property insurance on the Common Elements and Units, exclusive of improvements, betterments and personal property installed or placed in Units by or at the direction of Owners, insuring against all risk of direct physical loss commonly insured against in an amount equal to the maximum insurable replacement value of the Common Elements and Units, as determined or obtained by the Board of Directors or its representative; provided, however, the total amount of insurance after application of any deductibles shall not be less than one

hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(ii) Medical payments insurance in an amount determined or obtained by the Board of Directors or its representative, which shall be not less than \$5,000 with respect to bodily injury to each person arising out of any occurrence and not more in total for any number of persons injured in a single occurrence than any aggregate amount of medical payments coverage specified in such insurance coverage obtained.

(iii) Comprehensive general liability insurance in an amount determined or obtained by the Board of Directors or its representative, but not less than \$1,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence; and not less than \$2,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence or number of occurrences during any twelve month period; and, with respect to property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements, not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(iv) Excess liability insurance in the amount of \$5,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence, subject to an aggregate limit of \$5,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence or number of occurrences during any twelve month period.

(b) The comprehensive general liability insurance and excess liability insurance policy or policies obtained pursuant to this Article shall cover the following entities or persons, as additional insureds, for occurrences commonly insured against, arising out of or in connection with the use, ownership or maintenance of the Common Elements or any other portion of the Condominium that the Association or such named insureds have the responsibility to maintain:

(i) The Association, its Board of Directors and each member of such board, its officers, and all of its agents and employees;

(ii) The City of La Vista Facilities Corporation (and its Board of Directors and each member of such board, its corporate officers, and all of its agents and employees), for so long as the City of La Vista Facilities Corporation has any interest in the Common Elements or in a Unit;

(iii) The Metropolitan Community College Facilities Corporation (and its Board of Directors and each member of such board, its corporate officers, and all of its agents and employees), for so long as the Metropolitan Community College Facilities Corporation has any interest in the Common Elements or in a Unit;

(iv) The City of La Vista, Nebraska, its city council and the members of such council, its officers, and all of its agents and employees;

(v) The Metropolitan Community College Area, its Board of Governors and the members of such board, its officers, and all of its agents and employees; and

(vi) All Unit Owners and other Persons entitled to occupy a Unit or any portion of a Unit or of the Common Elements.

(c) The policy or policies obtained by the Association shall include hired automobiles and non-owned automobile coverage with cross liability endorsements to cover liabilities of the Owner as a group to an Owner.

(d) The insurance policy or policies obtained by the Association shall contain the following provisions, to the extent reasonably available:

(i) Each Owner shall be an insured under the policy with respect to liability arising out of his, her or its ownership of an undivided interest in the Common Elements or their membership in the Association.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, and employees, or with respect to the Owners, their lessees, successors or assigns.

(iii) No act or omission by any Owner, unless acting within the scope of its authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust. If, at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

(vi) Statement of the name of the insured as La Vista/Metropolitan Community College Condominium Owners Association, Inc., for the use and benefit of the individual Owners (designated by name if required by the insurer).

(vii) For policies of hazard insurance, a standard mortgage clause that includes a provision that the insurance carrier shall notify any mortgagee named in the policy at least ten (10) days in advance of the effective date of any reduction or cancellation of the policy.

(viii) The policy may not be canceled or not renewed until thirty (30) days after written notice of the proposed cancellation or non-renewal has been mailed to the Association, each Owner and each mortgagee who is listed as a scheduled holder of a mortgage in the insurance policy (if such a notice provision is reasonably available).

(e) "Agreed Amount" and "Inflation Guard" endorsements. It shall be the duty of the Board of Directors at least annually to conduct an insurance review to determine if the then-current policy is adequate to meet the needs of the Association and to satisfy the requirements of this Declaration and the Act. Such responsibility may be performed and shall be deemed reasonably performed by the Board's Managing Agent (or other representative) requesting the Association's insurance agent to verify that the insurance policies in existence reasonably meet the needs of the Association as set forth herein and satisfy the requirements of this Declaration and the Act. In all events, each Owner shall have the right to obtain additional coverage for such Owner's improvements, betterments and personal property within the Unit at such Owner's own expense. Each policy may contain

reasonable deductibles and the amount thereof shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement cost. The Association may, together with the Unit Owners, their tenants and/or lessees, provide for a single or multiple policies of insurance on any one or more of them as their interests may appear.

8.2 Certificate of Insurance. An insurer who has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of trust.

8.3 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Elements and shall be paid for by the Association.

8.4 Insurance Obtained by Owners. The issuance of insurance policies to the Association pursuant to this Article shall not prevent an Owner from obtaining insurance for their own benefit and at their own expense insuring their Unit, personal property and personal liability.

8.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Owners and lienholders as their interests may appear. Subject to the provisions of Section 8.6 and 8.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Elements and Units, and Owners and lienholders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus after the Common Elements and Units have been completely repaired or restored, or the Declaration terminated.

8.6 Use of Insurance Proceeds. In the case of fire or any disaster, the insurance proceeds, if sufficient to reconstruct any building so damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the building, as used herein, means restoring the insured building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

8.7 Procedure Where Insurance Proceeds are Insufficient. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the Condominium Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within 180 days after the date of damage or destruction, the Association may record a notice setting forth such facts; and upon recording of such notice:

(a) The property shall be deemed to be owned in Common by the Condominium Unit Owners;

(b) The undivided interest in the property owned in Common which shall appertain to each Condominium Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements;

(c) Any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Condominium Unit Owner in the property as provided herein; and

(d) The property shall be subject to an action for partition at the suit of any Condominium Unit Owner, in which event the net proceeds of such sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund, and shall be divided among all the Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the property, after first paying out of the respective share of the Condominium Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Condominium Unit Owner.

8.8 Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or Persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one (1) Unit or Unit and the Common Elements, the cost of the deductible may be apportioned equally by the Board of Directors among the parties suffering loss in accordance with the total cost of repair.

8.9 Variation and Waiver. Notwithstanding any other provision of this Declaration and Master Deed, inasmuch as all of the condominium units are restricted to nonresidential use, the provisions of this Article VIII and Neb. Rev. Stat. § 76-871 may be varied or waived by the Board of Directors or its representative. Any such variation or waiver shall be satisfactorily and sufficiently evidenced by the failure to obtain an insurance coverage specified in this Article or in § 76-871, or by obtaining an insurance policy or policies not conforming to the insurance coverage or coverages specified in this Article or in § 76-871. No notice to any Unit Owner of any such variance or waiver, or of the non-obtainability or non-obtaining of any insurance coverage, shall be required.

7. Exhibit “A” to the Declaration and Master Deed is amended to read as set forth on the immediately following page:

EXHIBIT "A"

The real estate now known as Lot 1, Metro LaVista Addition to the City of La Vista, Sarpy County, Nebraska, as such Lot is shown on the plat recorded in the office of the Register of Deeds of Sarpy County, Nebraska on May 4, 1998, as Instrument No. 1998-11072, which Lot 1 was formerly described by metes and bounds as follows:

THAT PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 15, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SE 1/4, THENCE N00°05'22"W (ASSUMED BEARING), 84.22 FEET ON THE EAST LINE OF SAID SE 1/4 TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°05'22"W, 827.16 FEET ON THE EAST LINE OF SAID SE 1/4 TO A POINT 410.00 FEET SOUTH OF THE NORTH LINE OF SAID SE 1/4;

THENCE S89°56'06"W, 740.91 FEET ON A LINE 410.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SE 1/4;

THENCE S00°05'21"E, 411.79 FEET ON A LINE 740.91 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE 1/4;

THENCE S04°39'48"E, 250.80 FEET;

THENCE S00°05'21"E, 178.22 FEET ON A LINE 720.91 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE 1/4 TO A POINT ON THE NORTH LINE OF GILES ROAD SAID POINT BEING 71.78 FEET NORTH OF THE SOUTH LINE OF SAID SE 1/4;

THENCE EASTERLY ON THE NORTH LINE OF GILES ROAD ON THE FOLLOWING DESCRIBED 7 COURSES;

THENCE S88°10'48"E, 50.47 FEET; THENCE N78°36'03"E, 229.46 FEET;

THENCE S81°14'51"E, 227.71 FEET; THENCE S59°07'32"E, 58.31 FEET;

THENCE N89°54'39"E, 49.37 FEET ON A LINE 50.10 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE 1/4;

THENCE N68°06'34"E, 53.85 FEET;

THENCE N78°35'48"E, 72.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.95 ACRES

**UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS
OF CITY OF LA VISTA FACILITIES CORPORATION
TO TRANSFERS OF INTERESTS IN REAL ESTATE**

The undersigned, being all of the directors of City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, do hereby unanimously consent and agree to the adoption of the following resolution:

RESOLUTION

WHEREAS, by a certain Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, and recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301, and any subsequent amendments thereto, the La Vista Metropolitan Community College Condominium Property Regime (“CONDOMINIUM REGIME”) was created and exists;

WHEREAS, the CONDOMINIUM REGIME was so created and declared by the City of La Vista Facilities Corporation, a Nebraska nonprofit corporation (the “CITY CORPORATION”) and by the Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation (the “COLLEGE CORPORATION”), upon what is now Lot 1, Metro La Vista Addition (“LOT 1”), an addition to the City of La Vista, Nebraska, as surveyed, platted and recorded in Sarpy County, Nebraska (“METRO LA VISTA ADDITION”), which LOT 1 was owned by the CITY CORPORATION and the COLLEGE CORPORATION as tenants in common;

WHEREAS, the CITY CORPORATION is the owner of Unit 1 (“UNIT 1”), which is one of the only two condominium units within the CONDOMINIUM REGIME;

WHEREAS, the COLLEGE CORPORATION is the owner of Unit 2 (“UNIT 2”), which is the other condominium unit within the CONDOMINIUM REGIME;

WHEREAS, effective as of December 15, 1997, the CITY CORPORATION, as Landlord, entered into a Lease-Purchase Agreement with the City of La Vista, Nebraska (the “CITY”), as Tenant, which Lease-Purchase Agreement was recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029304, and under the terms of which the CITY, upon performance of its obligations under the Lease-Purchase Agreement and at the conclusion of the lease period, was to be entitled to purchase UNIT 1 from the CITY CORPORATION for the consideration of One Dollar (\$1.00);

WHEREAS, the CITY has fully performed each and all of its obligations under the Lease-Purchase Agreement, the lease period has ended, and the CITY is entitled to purchase UNIT 1 from the CITY CORPORATION for the consideration of One Dollar (\$1.00);

WHEREAS, the CITY CORPORATION is also the owner of an undivided one-half interest in Lot 2 of METRO LA VISTA ADDITION (“LOT 2”), and the COLLEGE CORPORATION is the owner of the other undivided one-half interest in such LOT 2;

WHEREAS, the CITY CORPORATION, the COLLEGE CORPORATION, the CITY, and Metropolitan Community College (the “COLLEGE”) entered into a Development Agreement on July 25, 1997, under the terms of which the parties agreed to reserve LOT 1 for the construction of the

CONDOMINIUM REGIME building and to reserve LOT 2 for future expansion or development by the CITY and COLLEGE;

WHEREAS, the CITY CORPORATION desires to convey to the CITY all of the CITY CORPORATION's ownership interests with respect to UNIT 1 of the CONDOMINIUM REGIME, as well as CITY CORPORATION's undivided one-half interest in LOT 2.

NOW, THEREFORE:

1. Conveyance to the CITY of all of CITY CORPORATION's ownership interests with respect to UNIT 1 of the CONDOMINIUM REGIME, and of CITY CORPORATION's undivided one-half interest in LOT 2, is hereby approved;
2. The President and any other officer of the CITY CORPORATION is authorized to execute and deliver a warranty deed or deeds to the CITY, conveying to the CITY all of the CITY CORPORATION's right, title and interest in UNIT 1 of the CONDOMINIUM REGIME, together with all of the CITY CORPORATION's right, title and interest in LOT 2 – to-wit, an undivided one-half interest in such LOT 2 – upon receipt of the consideration of One Dollar (\$1.00). Such deed or deeds shall contain such provisions as the President or other officer shall determine necessary, desirable or appropriate for or on behalf of the CITY CORPORATION, such determination to be evidenced by the execution thereof by the President or other officer;
3. Any officer of the CITY CORPORATION, and any designee of any such officer, is and shall be authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved in this Unanimous Consent and Agreement of All Directors of the City of La Vista Facilities Corporation to Transfers of Interests in Real Estate ("UNANIMOUS CONSENT"), including, without limitation, executing and delivering all documents and instruments.

This UNANIMOUS CONSENT may be executed in one or more identical counterparts, which together shall constitute one and the same UNANIMOUS CONSENT. Upon execution by all of the Directors, this UNANIMOUS CONSENT and all signed counterparts shall be included in the minutes and filed with the records of the CITY CORPORATION to reflect the actions taken and shall have the effect of a meeting vote. This UNANIMOUS CONSENT shall be effective as of the last date of signature below.

Date

Janice M. Anderson

Date

Michael T. Branigan

Date

Eugene S. Tschida

**UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS
OF METROPOLITAN COMMUNITY COLLEGE FACILITIES CORPORATION
TO TRANSFERS OF INTERESTS IN REAL ESTATE**

The undersigned, being all of the directors of Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, do hereby unanimously consent and agree to the adoption of the following resolution:

RESOLUTION

WHEREAS, by a certain Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, and recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301, and any subsequent amendments thereto, the La Vista Metropolitan Community College Condominium Property Regime (“CONDOMINIUM REGIME”) was created and exists;

WHEREAS, the CONDOMINIUM REGIME was so created and declared by the City of La Vista Facilities Corporation, a Nebraska nonprofit corporation (the “CITY CORPORATION”) and by the Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation (the “COLLEGE CORPORATION”), upon what is now Lot 1, Metro La Vista Addition (“LOT 1”), an addition to the City of La Vista, Nebraska, as surveyed, platted and recorded in Sarpy County, Nebraska (“METRO LA VISTA ADDITION”), which LOT 1 was owned by the CITY CORPORATION and the COLLEGE CORPORATION as tenants in common;

WHEREAS, the CITY CORPORATION is the owner of Unit 1 (“UNIT 1”), which is one of the only two condominium units within the CONDOMINIUM REGIME;

WHEREAS, the COLLEGE CORPORATION is the owner of Unit 2 (“UNIT 2”), which is the other condominium unit within the CONDOMINIUM REGIME;

WHEREAS, effective as of December 15, 1997, the COLLEGE CORPORATION, as Landlord, entered into a Lease-Purchase Agreement with Metropolitan Community College (the “COLLEGE”), as Tenant, which Lease-Purchase Agreement was recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029305, and under the terms of which the COLLEGE, upon performance of its obligations under the Lease-Purchase Agreement and at the conclusion of the lease period, was to be entitled to purchase UNIT 2 from the COLLEGE CORPORATION for the consideration of One Dollar (\$1.00);

WHEREAS, the COLLEGE has fully performed each and all of its obligations under the Lease-Purchase Agreement, the lease period has ended, and the COLLEGE is entitled to purchase UNIT 2 from the COLLEGE CORPORATION for the consideration of One Dollar (\$1.00);

WHEREAS, the COLLEGE CORPORATION is also the owner of an undivided one-half interest in Lot 2 of METRO LA VISTA ADDITION (“LOT 2”), and the CITY CORPORATION is the owner of the other undivided one-half interest in such LOT 2;

WHEREAS, the City of La Vista, Nebraska (the “CITY”), the CITY CORPORATION, the COLLEGE CORPORATION, and the COLLEGE entered into a Development Agreement on July 25, 1997, under the terms of which the parties agreed to reserve LOT 1 for the construction of the

CONDOMINIUM REGIME building and to reserve LOT 2 for future expansion or development by the CITY and COLLEGE.

WHEREAS, the COLLEGE CORPORATION desires to convey to the COLLEGE all of the COLLEGE CORPORATION's ownership interests with respect to UNIT 2 of the CONDOMINIUM REGIME, as well as COLLEGE CORPORATION's undivided one-half interest in LOT 2.

NOW, THEREFORE:

1. Conveyance to the COLLEGE of all of COLLEGE CORPORATION's ownership interests with respect to UNIT 2 of the CONDOMINIUM REGIME, and of COLLEGE CORPORATION's undivided one-half interest in LOT 2, is hereby approved;
2. The President and any other officer of the COLLEGE CORPORATION is authorized to execute and deliver a warranty deed or deeds to the COLLEGE, conveying to the COLLEGE all of the COLLEGE CORPORATION's right, title and interest in UNIT 2 of the CONDOMINIUM REGIME, together with all of the COLLEGE CORPORATION'S right, title and interest in LOT 2 – to-wit, an undivided one-half interest in such LOT 2 – upon receipt of the consideration of One Dollar (\$1.00). Such deed or deeds shall contain such provisions as the President or other officer shall determine necessary, desirable or appropriate for or on behalf of the COLLEGE CORPORATION, such determination to be evidenced by the execution thereof by the President or other officer;
3. Any officer of the COLLEGE CORPORATION, and any designee of any such officer, is and shall be authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved in this Unanimous Consent and Agreement of All Directors of the Metropolitan Community College Facilities Corporation to Transfers of Interests in Real Estate ("UNANIMOUS CONSENT"), including, without limitation, executing and delivering all documents and instruments.

This UNANIMOUS CONSENT may be executed in one or more identical counterparts, which together shall constitute one and the same UNANIMOUS CONSENT. Upon execution by all of the Directors, this UNANIMOUS CONSENT and all signed counterparts shall be included in the minutes and filed with the records of the COLLEGE CORPORATION to reflect the actions taken and shall have the effect of a meeting vote. This UNANIMOUS CONSENT shall be effective as of the last date of signature below.

Date

Barbara J. Coffey

Date

Gary D. Johnson

Date

David R. Schinzel

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 16, 2018 AGENDA

Subject:	Type:	Submitted By:
2ND AMENDMENT TO DECLARATIONS, EASEMENTS, COVENANTS, RESTRICTIONS SOUTHPORT EAST	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the approval of the Second Amendment to the Declaration of Easements, Covenants and Restrictions for Lots 1 and 2, Southport East Replat Two and Lots 1 through 10, Southport East Replat Six.

FISCAL IMPACT

None

RECOMMENDATION

Approval subject to City Attorney review and the Second Amendment to the Second Amended and Restated Conditions, Covenants and Restrictions for Southport East being ready to record simultaneously with this Amendment.

BACKGROUND

There are presently two property owners' associations for the lots in Southport East. In order to reduce operating costs and reduce confusion over what is to be maintained by each association, the property owners have agreed to dissolve the Southport Parkway SPE Owners Association, Inc and transfer those owners into the Southport East Landowners Association, Inc. This proposal makes sense and will simplify operations for all concerned.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE SECOND AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LOTS 1 AND 2, SOUTHPORT EAST REPLAT TWO AND LOTS 1 THROUGH 10, SOUTHPORT EAST REPLAT SIX.

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Lots 1 and 2, Southport East Replat Two, and Lots 1-10, Southport East Replat Six, requires any modifications to the terms be approved by the City; and

WHEREAS, the City has reviewed the proposed Second Amendment to the Declaration of Easements, Covenants and Restrictions and finds no legal impediment to the City's approval of the amendments as proposed;

NOW THEREFORE, BE IT RESOLVED that the Second Amendment to the Declaration of Easements, Covenants and Restrictions for Lots 1 and 2, Southport East Replat Two and Lots 1-10, Southport East Replat Six as presented at the October 16, 2018 City Council meeting be, and hereby is approved, and the Mayor and City Clerk be and hereby are, authorized to execute the approval of the Second Amendment of Declarations on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 16TH DAY OF OCTOBER 2018.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

SECOND AMENDMENT
TO

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LOTS 1 AND 2,
SOUTHPORT EAST REPLAT TWO AND FOR LOT 3 SOUTHPORT EAST REPLAT TWO
REPLATED AS LOTS 1 THROUGH 10, SOUTHPORT EAST REPLAT SIX**

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LOTS 1 AND 2, SOUTHPORT EAST REPLAT TWO AND FOR LOT 3 SOUTHPORT EAST REPLAT TWO REPLATTED AS LOTS 1 THROUGH 10, SOUTHPORT EAST REPLAT SIX (this "Amendment") is made this 13th day of March, 2018 (the "Effective Date"), by and between La Vista Lodging Investors, LLC, a Wisconsin limited liability company ("LLI"), Anthony Saldi, Debra Saldi, Thomas Peterson, Linda Peterson, Southport Center, L.L.C., a Nebraska limited liability company, as Tenants in Common (collectively, known as "Legends Bar"), Cutchall Property Management, L.L.C., a Nebraska limited liability company ("CPM"), The Eating Establishment-Giles, L.L.C., a Nebraska limited liability company ("EEG"), Galaxy Ventures III, LLC, a Nebraska limited liability company ("Galaxy"), 12040 McDermott Plaza, LLC, a Nebraska limited liability company ("12040"), GMC Properties Corporation, a Nebraska corporation ("GMC"), La Vista Investors, LLC, a California limited liability company ("LVI"), The Lund Company Partnership, a Nebraska general partnership ("LCP"), McDermott Gen3 Properties, L.P., a Kansas limited partnership, and Patrick McDermott, as Tenants in Common (collectively, known as "McDermott Properties"), Michael McDermott and John Hoich, as Tenants in Common (collectively, known as "McDermott/Hoich"), and Michael McDermott ("McDermott", together with LLI, Legends Bar, CPM, EEG, Galaxy, Southport, GMC, LVI, LCP, McDermott Properties and McDermott/Hoich, collectively the "Owners"), which all own the real property set forth in the recitals below (collectively, the "Property") and Southport East Landowners Association, Inc., a Nebraska nonprofit corporation (the "New Association").

RECITALS

WHEREAS, LLI is the owner of Lot 1, Legends Bar is the owner of Lot 2, all located in Southport East Replat Two, City of La Vista, Sarpy County, Nebraska;

WHEREAS, McDermott/Hoich is the owner of Lot 3, 12040 is the owner of Lot 4, McDermott is the owner of Lot 5, GMC is the owner of Lot 6, LVI is the owner of Lot 7, EEG is the owner of Lot 8, Galaxy is the owner of Lot 9, CPM is the owner of Lot 10, all located in Southport East Replat Six, City of La Vista, Sarpy County, Nebraska;

RETURN TO:
Dvorak Law Group, LLC
13625 California Street, Suite 110
Omaha, NE 68154

WHEREAS, McDermott Properties is the owner of Lot 1, McDermott/Hoich are the owners of Lots 2 and 4, LCP is the owner of Lot 3, all located in Southport East Replat Nine, City of La Vista, Sarpy County, Nebraska;

WHEREAS, the Property is affected by that certain Declaration and Grant of Easements, Covenants and Restrictions for Lots 1 and 2 Southport East Replat Two and for Lot 3 Southport East Replat Two Replatted as Lots 1 through 10, Southport East Replat Six dated May 3, 2007, recorded on May 4, 2007, as Instrument No. 2007-13018, and amended by that certain First Amendment to Declaration of Easements, Covenants and Restrictions for Lots 1 and 2 Southport East Replat Two and for Lot 3 Southport East Replat Two Replatted as Lots 1 through 10, Southport East Replat Six dated July 12, 2007, recorded on July 16, 2007, as Instrument No. 2007-21169, all with the Register of Deeds in Sarpy County, Nebraska (collectively, the "Declaration");

WHEREAS, the Property is also affected by that certain Second Amended and Restated Declaration of Covenants, Conditions and Easements for Southport East dated September 24, 2002, recorded on November 27, 2002 as Instrument No. 2002-49202 and that certain First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Southport East dated July 21, 2011, recorded on August 5, 2011 as Instrument No. 2011-19133, all with the Register of Deeds in Sarpy County, Nebraska (collectively, the "SELA Declaration"); and

WHEREAS, the Owners desire to (i) dissolve the Southport Parkway SPE Owners Association, Inc., a Nebraska non-profit corporation (the "Current Association"), (ii) replace the Current Association with the New Association, and (iii) otherwise amend the Declaration as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the undersigned hereby amend the Declaration as of the Effective Date as follows:

1. Definitions. Terms used in this Amendment shall have the meanings set forth in the Declaration except as otherwise defined herein.
2. Dissolution and Replacement of Association. The Owners have hereby agreed to dissolve the Current Association and upon the Effective Date of this Amendment, all references to Association in the Declaration shall mean the New Association. The New Association shall be responsible for all duties and obligations of the Association as set forth in the Declaration. As of the Effective Date, the SELA Declaration shall have been amended to include an assessment referred to as the "Parkway Assessment", which shall be for the payment of the Common Facilities Charge as set forth in the Declaration.
3. Approval and Consent of City of La Vista. The City of La Vista, Sarpy County, Nebraska has reviewed and approved this Amendment pursuant to the provisions of the Subdivision Agreement, as amended.
4. No Other Amendment. Except as specifically set forth herein, the Declaration shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has reviewed and approved this Amendment as of the Effective Date.

Attest: City of La Vista

Pamela Buethe, City Clerk By: Douglas Kindig, Mayor

STATE OF NEBRASKA)
)
COUNTY OF SARPY) ss.

On this _____ day of _____, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista, and Pamela Buethe, personally known by me to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

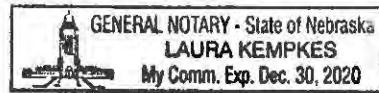
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

Southport East Landowners Association,
Inc., a Nebraska nonprofit corporation

By: John L. Hoien
Its: President

STATE OF NE)
COUNTY OF Douglas) ss.



On this 26 day of March, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared John L. Hoien, personally known by me to be the President of Southport East Landowners Association, Inc., a Nebraska nonprofit corporation, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed, and the voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Laura Kempkes
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

La Vista Lodging Investors, LLC,
a Wisconsin limited liability company

Omaha SW Lodging Investors, LLC, Sole

By: JSL Investments, LLC, Managing Member
Its: JSL Investments, LLC, Managing Member

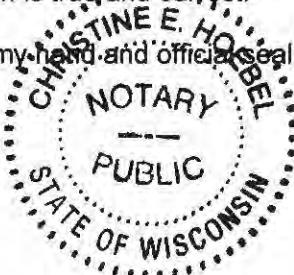

Jeffrey S. Lenz, Sole member

STATE OF WI)
COUNTY OF Dane) ss.

On this 30 day of March, 2018, before me Christine E. Hoebel, Notary Public, personally appeared Jeffrey S. Lenz, as the Sole Member of JSL Investments, LLC, Managing Member, of La Vista Lodging Investors, LLC, a Wisconsin limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

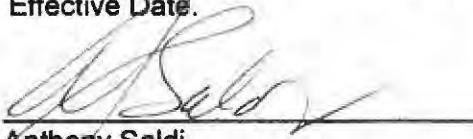
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

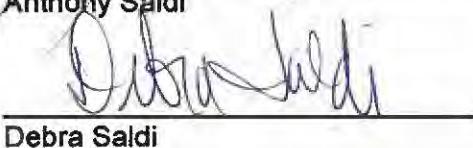


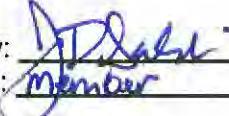

Notary Public

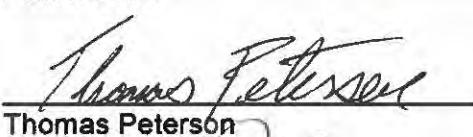
IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.


Anthony Saldi

Southport Center, L.L.C.,
a Nebraska limited liability company


Debra Saldi

By: 
Its: 
member


Thomas Peterson

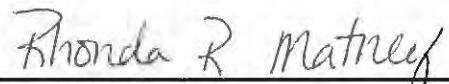
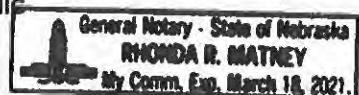

Linda Peterson

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 2nd day of April, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Anthony Saldi and Debra Saldi, personally known by me, and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

STATE OF Nebraska)
COUNTY OF Douglas) ss.


Rhonda R. Matney
Notary Public


On this 2nd day of April, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Thomas Peterson and Linda Peterson, personally known by me, and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.


Catherine Maiellaro
Notary Public

State of Nebraska - General Notary
CATHERINE MAIELLARO
My Commission Expires
October 1, 2019

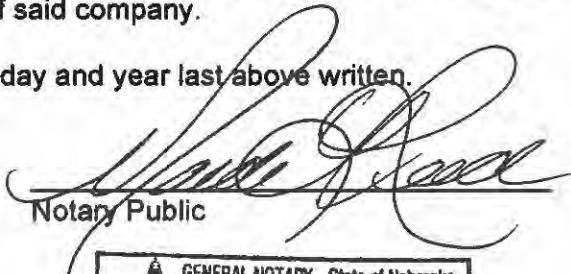
STATE OF Nebraska

ss.

COUNTY OF Douglas

On this 29th day of March, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared James D. Selsor, personally known by me to be the James D. Selsor of Southport Center, L.L.C., a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed, and the voluntary act and deed on behalf of said company.

WITNESS my hand and Notarial Seal the day and year last above written.


Mardi L. Reed
Notary Public



IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

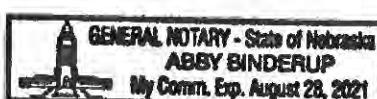
Cutchall Property Management, L.L.C.,
a Nebraska limited liability company

By: Greg Cutchall
Its: Manager

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

On this 27 day of March, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Greg Cutchall, personally known by me to be the Manager of Cutchall Property Management, L.L.C., a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed, and the voluntary act and deed on behalf of said company.

WITNESS my hand and Notarial Seal the day and year last above written.



Abby Binderup
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

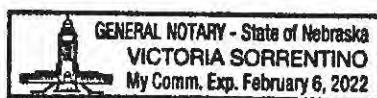
The Eating Establishment-Giles, L.L.C.,
a Nebraska limited liability company

By: Lori Plauck
Its: Managing Partner

STATE OF Nebraska)
COUNTY OF Sarpy) ss.

On this 4th day of April, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Lori J. Plauck, personally known by me to be the Managing Partner of The Eating Establishment-Giles, L.L.C., a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed, and the voluntary act and deed on behalf of said company.

WITNESS my hand and Notarial Seal the day and year last above written.



Victoria Sorrentino
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

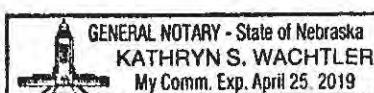
Galaxy Ventures III, LLC,
a Nebraska limited liability company

By: BSR
Its: Managing Member

STATE OF Nebraska)
COUNTY OF Sarpy) ss.

On this 9 day of April, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Bryce Baser, personally known by me to be the Managing Member of Galaxy Ventures III, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed, and the voluntary act and deed on behalf of said company.

WITNESS my hand and Notarial Seal the day and year last above written.



Kathryn S. Wachler
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

GMC Properties Corporation,
a Nebraska corporation

By: Roger D. Moore
Its: President

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

On this 21st day of March, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Roger D. Moore, personally known by me to be the President of GMC Properties Corporation, a Nebraska corporation, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed, and the voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Steve A. Talbot
Notary Public



IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.



La Vista Investors, LLC,
a California limited liability company

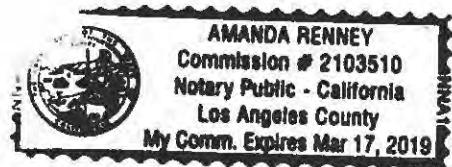
By: Warren Berzack, Managing Member
Its: La Vista Investors, LLC

STATE OF California)
COUNTY OF Los Angeles) ss.

On this 16th day of March, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Warren Berzack, personally known by me to be the Managing Member of La Vista Investors, LLC, a California limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed, and the voluntary act and deed on behalf of said company.

WITNESS my hand and Notarial Seal the day and year last above written.


Notary Public



IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

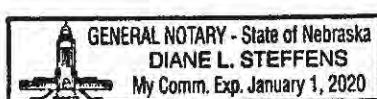


Michael McDermott

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 15th day of March, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Michael McDermott, personally known by me and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

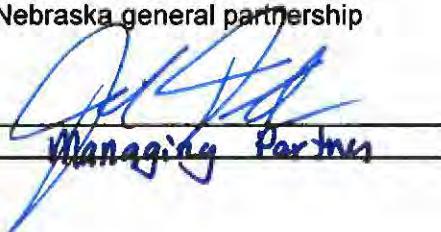


Diane L. Steffens
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

The Lund Company Partnership,
a Nebraska general partnership

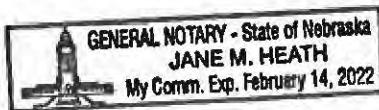
By: _____
Its: Managing Partner



STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 19th day of March, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared John Lund, personally known by me to be the Managing Partner of The Lund Company Partnership, a Nebraska general partnership, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed, and the voluntary act and deed on behalf of said partnership.

WITNESS my hand and Notarial Seal the day and year last above written.



Jane M. Heath
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

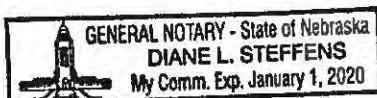
Patrick McDermott
Patrick McDermott

McDermott Gen3 Properties, L.P.
a Kansas limited partnership
By: McDermott Property Management LLC
Its: General Partner
By: Michael M. D.
Its: Managing Member

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 15th day of March, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Michael McDermott as the Managing Member, personally known by me to be the General Partner of McDermott Gen3 Properties, L.P., a Kansas limited partnership, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his or her voluntary act and deed, and the voluntary act and deed on behalf of said partnership.

WITNESS my hand and Notarial Seal the day and year last above written.



Diane L. Steffens
Notary Public

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 15th day of March, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Patrick McDermott, personally known by me, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Diane L. Steffens
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

Michael McDermott

John Hoich

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared John Hoich, personally known by me and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

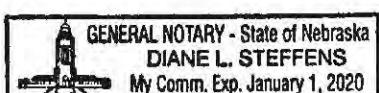
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 15th day of March, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Michael McDermott, personally known by me and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written



Notary Public

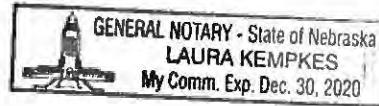
Dick L. Steffens
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

Michael McDermott

STATE OF NE)
COUNTY OF Douglas) ss.

John R. Hoich
John Hoich



On this 20 day of March, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared John Hoich, personally known by me and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Laura Kempkes
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Michael McDermott, personally known by me and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

EXHIBIT "A"

PLAN OF DISSOLUTION
OF
SOUTHPORT PARKWAY SPE OWNERS ASSOCIATION, INC.

This Plan of Dissolution (the "Plan") is designed to be and shall constitute a plan of dissolution of Southport Parkway SPE Owners Association, Inc., a Nebraska nonprofit corporation (the "Corporation"), in accordance with the Corporation's Articles of Incorporation ("Articles") and the Nebraska Nonprofit Corporation Act (the "Act").

WHEREAS, the directors and members have determined that it would be appropriate and in the Corporation's best interest to adopt a Plan of Dissolution at this time to facilitate the timely dissolution of the Corporation.

NOW, THEREFORE, in consideration of the provisions of the Plan contained herein, the Corporation agrees as follows:

1. Approval of Plan and Effective Date. The Plan shall be approved by the directors and the members as provided by the Act and shall become effective upon the date of the members' approval of the same.

2. Plan of Liquidation. In furtherance of this Plan, the directors and officers of the Corporation are hereby authorized to sell or distribute any and all of the assets of the Corporation, and to wind up, settle, and close the affairs of the Corporation and to pay all of Corporation's debts, if any.

3. Cessation of Business. The Corporation shall cease doing active business and shall commence the winding up of its affairs. As a part of such winding up, the Corporation shall liquidate and distribute its assets as follows:

a. The Corporation's remaining tangible personal property, including furniture, equipment and supplies, if any, shall be sold pursuant to arms-length transactions and the proceeds from the sales shall be added to the remaining assets of the Corporation and used to pay any outstanding debts as hereafter provided. Any such items of tangible personal property which remain unsold following reasonable efforts by the directors, shall be distributed as provided in Section 3(d) below, or otherwise shall be discarded, as determined by the directors.

b. The Corporation shall first use its monies to pay any outstanding amounts due and owing to the Internal Revenue Service or the State of Nebraska.

c. To the extent there are any monies remaining after the foregoing payment(s), the Corporation shall utilize the same to pay all known or ascertainable liabilities of Corporation for which a legitimate claim has been made in whole, or, if there are insufficient funds, in part. To the extent there are insufficient funds to satisfy all such liabilities, they shall be satisfied in order of legal priority, with claims of the same priority being satisfied on a pro-rata basis.

d. The Articles require that its remaining assets, if any, after the foregoing payments be distributed to a mutual benefit nonprofit owners association serving the lots located in Southport East Replat Two, Southport East Replat Six and Southport East Replat Nine subdivisions as surveyed, platted and recorded in Sarpy County, Nebraska (the "Southport Parkway Development Area."). The directors acknowledge that Southport East Landowners

EXHIBIT "A"

Association, Inc., a Nebraska nonprofit corporation ("SELA") is a Nebraska mutual benefit owners association serving the Southport Parkway Development Area and have selected the SELA to receive any remaining assets of the Corporation.

4. Authorization. The directors and officers of the Corporation are authorized, empowered and directed to perform all such other acts and things, and execute and file all documents which may be required by law or which the directors and officers deem necessary or advisable to fully carry out the intent and purposes of the Plan, and the dissolution of the Corporation and the termination of its corporate existence. Without limiting the generality of the foregoing authorization, the directors and officers are authorized to execute and file all tax returns, informational returns, forms and other documents or information required by the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder and to publish such notice(s) and to execute and file articles of dissolution and other appropriate documents relating to dissolution as required by the Nebraska Nonprofit Corporation Act.

[The Remainder of This Page Intentionally Left Blank. Signature Page Follows.]

EXHIBIT "A"

IN WITNESS WHEREOF, the President of the Corporation hereby certifies that the directors and members of the Corporation have approved the Plan of Dissolution as of this _____ day of _____, 2018.

John Hoich, President

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 16, 2018 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT TRAFFIC SIGNAL TIMING GILES RD-108 TH TO I-80	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared approving a Professional Services Agreement with Felsburg, Holt & Ullevig (FHU) to provide traffic engineering services in amount not to exceed \$19,440.00.

FISCAL IMPACT

The FY19/20 Biennial Budget includes funding for this project.

RECOMMENDATION

Approval

BACKGROUND

It has been two years since the signal timings along Giles Road from I-80 to 108th Street were updated. In that period, development has continued in Southport East and Southport West, the intersection of 132nd and West Giles has been completed and re-opened, and 120th Street south of Centennial Road has been paved and provides access to several new developments to the south of Centennial Road. In addition, there is a Quik Trip facility planned for the intersection of 117th and Giles Road that will include a new traffic signal. For these reasons it is an opportune time to update the traffic signal timings. The work will include collecting updated traffic counts, analyzing existing conditions, incorporating ongoing development impacts, revising traffic signal timings and evaluating travel times along the Giles Road corridor before and after the timing changes. The results of this work will also provide information that can be used in considering the schedule for widening of Giles Road between 108th Street and I-80. FHU has performed the previous signal timings in this corridor and has the background of information to accomplish the task as efficiently as any other consultant.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FELSBURG, HOLT & ULLEVIG TO PROVIDE TRAFFIC ENGINEERING SERVICES REGARDING TRAFFIC SIGNAL TIMING ON GILES RD. FROM 108TH TO I-80.

WHEREAS, the City Council of the City of La Vista has determined that said traffic engineering services regarding traffic signal timing on Giles Rd. from 108th to I-80 are necessary; and

WHEREAS, the FY18/19 Biennial Budget provides funding for the proposed study; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, approving and authorizing the Public Works Director to execute a Professional Services Agreement with Felsburg, Holt, & Ullevig to provide traffic engineering services regarding traffic signal timing on Giles Rd. from 108th to I-80 in an amount not to exceed \$19,440.

PASSED AND APPROVED THIS 16TH DAY OF OCTOBER 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



October 2, 2018

Mr. John Kottmann, PE
City Engineer
City of La Vista
9900 Portal Road
La Vista, NE 68128

Reference: Giles Road Traffic Signal Retiming Proposal - Revised

Dear Mr. Kottmann:

Thank you for the opportunity to submit this proposal to retime the traffic signals along the Giles Road corridor in La Vista. With new development in the area, a new traffic signal is set to be installed at the intersection of Giles Road with 117th Street. This signal will be amid a coordinated signal corridor and will need appropriate timings to maintain progression along the corridor. Signal timings and databases at nearby intersections will be reviewed and updated to optimize operations through the area. FHU will acquire turning movement counts at key intersections, optimize and field-implement new signal timings, and provide a letter memo summarizing the findings of the study.

Scope of Services

Task I – Data Collection

Traffic counts will be conducted by MNRG at the intersections of Giles Road with West Giles Road / Eastport Parkway (24-hour count) and with 114th Street (13-hour count). This information will be used as the base condition for our analysis.

Existing count data from January 2017 will be used for the intersection of Giles Road with 120th Street. Existing count data provided by the City of Papillion from March 2018 will be used for the intersection of Giles Road with 108th Street. The estimated volumes from the Traffic Impact Analysis conducted by Lamp Rynearson & Associates will be used for the intersection of Giles Road with 117th Street.

Field reviews will be conducted to validate existing geometry, signal phasing, and signal timings. Approach photos and cabinet photos will be collected to document the existing conditions. Signal timing sheets will be requested from the City to use as a basis for validating the existing signal timings in the field. Signal timing sheets will also be requested from NDOT for neighboring signals at the I-80 interchange on Giles Road to verify offsets. Study intersections will include:

- Eastport Parkway/West Giles Road & Giles Road
- 120th Street & Giles Road
- 117th Street & Giles Road
- 114th Street & Giles Road
- 108th Street & Giles Road

Assumptions

- FHU, via MNRG, will provide one (1) 24-hour turning movement count at the intersection of Giles Road with West Giles Road / Eastport Parkway. This count will be used as a basis to compare to historic ADT counts to determine background growth on Giles Road for timing adjustments.
- FHU, via MNRG, will provide one (1) 13-hour turning movement count at the intersection of Giles Road with 114th Street.

- FHU will contact NDOT to acquire the latest signal timings at the I-80 interchange on Giles Road.
- City of La Vista will provide existing signal timing sheets prior to FHU conducting field reviews.

Task 2 – Analysis, Optimization, & Implementation

Travel time runs, or “before runs,” will be conducted along the corridor. The before runs will be conducted during the AM (7:00 AM to 9:00 AM), Midday (11:00 AM to 1:00 PM), and PM (4:00 PM to 6:00 PM) peak periods. This information will be used to calibrate the existing Synchro models. The existing Synchro models for Giles Road will be updated based on information gathered during the data collection task and before runs.

Yellow change and Red clearance timings will be calculated based on information collected in the data collection task. The Synchro models will be updated with new clearance values and timings will be optimized. Optimized time-periods will be the AM, Midday, and PM peak hours. Tru-Traffic software will then be utilized to optimize progression along the corridor. The day plan schedule will be reviewed based on the collected turning movement counts and adjusted as necessary. Any existing special timing patterns for Paypal, etc., will be reviewed and updated or removed as necessary.

FHU will program the new timings into the traffic signal controllers and proceed to a fine-tuning effort immediately thereafter. Timings will be reviewed to ensure they are operating as designed and will be adjusted for optimal operation based on field conditions. Fine-tuning travel time runs will be conducted with Tru-Traffic software to determine offset and sequence adjustments for optimal progression based on field conditions.

Task 3 – Documentation

A letter memo will be prepared documenting the results of the signal timing effort. The letter will include updated signal timings, time-space diagrams, and a discussion of the results.

Task 4 – Meeting & Project Management

As part of this effort, FHU will attend one (1) meeting with the City of La Vista to discuss project goals and signal timing standards to follow. This task also includes preparing monthly progress reports with invoices and other project management related tasks.

Schedule and Fee Estimate

Upon receipt of a signed copy of this agreement, FHU will begin working on this assignment. A kick-off meeting will be scheduled to establish corridor priorities, signal timing standards, and a project schedule. The draft report will be submitted to the City of La Vista within 30 days of completing the field fine-tuning of the new traffic signal timings. This date is dependent on installation of the new signal at 117th Street. A two-week City review period is assumed. Once comments are received, FHU will update the report and submit a final version to the City within two weeks. FHU proposes to complete this traffic signal retiming assignment for a maximum budget amount of **\$19,440**. This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval. A more detailed breakdown of the estimated cost by task is provided below:

TASKS	COSTS
Task 1 – Data Compilation & Field Review	\$2,180
Task 2 – Analysis, Optimization, & Implementation	\$10,350
Task 3 – Documentation	\$2,980
Task 4 – Meeting & Project Management	\$2,300
Other Direct Expenses (Counts, Mileage & Printing)	\$1,630
TOTAL LABOR AND DIRECT EXPENSES	\$19,440

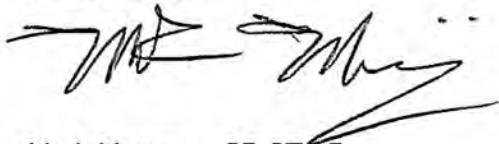
October 2, 2018
Mr. John Kottmann, PE
Page 3

If the conditions of this proposal are acceptable, please print out this letter, sign below and send it back for our files. In an effort to expedite the study, please call or send an e-mail with the signed proposal back as your acceptance. If you have any questions about this proposal, please call Mark Meisinger at (402) 445-4405.

Sincerely,
FELSBURG HOLT & ULLEVIG



Kyle A. Anderson, PE, PTOE
Vice-President



Mark Meisinger, PE, PTOE
Project Manager

Accepted By

Title

Date

Attachment

O:\Projects\15-453 La Vista On-Call Traffic\Admin\Giles Rd Retiming Proposal WO 13 10.02.18.docx

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 16, 2018 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT - ◆ CITY HALL SPACE NEEDS STUDY UPDATE	RESOLUTION ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

SYNOPSIS

A resolution has been prepared to authorize a professional services agreement with Leo A Daly, Omaha, Nebraska to update the City's existing space needs study for City Hall in an amount not to exceed \$10,400.

FISCAL IMPACT

The FY18 budget provides funding for this proposed project.

RECOMMENDATION

Approval.

BACKGROUND

In 2008 the Leo A Daly firm completed a Municipal Facilities Plan for the City, which looked at the space needs of the departments housed at City Hall, as well as the Recreation and Public Works departments. While some short-term space solutions have been implemented over the last ten years, during that time multiple changes have taken place both in terms of the number and types of staff members housed at City Hall. City Administrator Gunn conducted an internal, informal survey earlier this year that looked at the needs and challenges relative to the current space at City Hall. She presented the results of that survey in a report to Council in February and recommended that space needs in the current facility be reevaluated and updated.

Due to the fact that Leo A Daly prepared the original Facilities Plan, it was determined that their familiarity with the facility and prior staffing needs would expedite an update. Once the update is completed, it will serve as a basis for any decisions on how the City might proceed to make any changes to the existing facility.

A copy of the proposed scope of services 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 FIRM OF LEO A DALY TO UPDATE THE MUNICIPAL FACILITIES PLAN REGARDING SPACE NEEDS FOR LA VISTA CITY HALL IN AN AMOUNT NOT TO EXCEED \$10,400.

WHEREAS, the Mayor and City Council have determined that it is desirable to update the Municipal Facilities Plan approved in 2008; and

WHEREAS, the City Council has determined that it is in the best interest of the City to use the firm that initially created the Municipal Facilities Plan to prepare the update; and

WHEREAS, the proposed FY19/20 Biennial Budget includes funding for the proposed project and related costs; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement be authorized with the firm of Leo A Daly for an update to the existing Municipal Facilities Plan regarding space needs for La Vista City Hall in an amount not to exceed \$10,400.00, and that the Mayor is hereby authorized to execute said agreement and the City Clerk is further directed to attest to the same.

PASSED AND APPROVED THIS 16TH DAY OF OCTOBER, 2018.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS

ABU DHABI
ATLANTA
AUSTIN
BEIJING
CHICAGO
COLLEGE STATION
CORPUS CHRISTI
DALLAS
DAMMAM
DOHA
FORT WORTH
HONG KONG
HOUSTON
LANSING
LAS VEGAS
LOS ANGELES
MIAMI
MILPITAS
MINNEAPOLIS
OAKLAND
OMAHA
ORANGE
RIYADH
SAN ANTONIO
SAN MARCOS
TAMPA
WACO
WASHINGTON DC
WEST PALM BEACH

September 1, 2018

Rita Ramirez
Assistant City Administrator
Director of Community Services
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

Subject: La Vista City Hall Needs Space Program Study

This letter will serve as an Agreement between the City of La Vista (the Owner) and the Leo A Daly Company for La Vista City Hall Needs Assessment Study.

1. Proposed Scope of Work.

a. Space Needs Study

- i. **Meeting with Users** – Team will meet with representatives from the City of La Vista Administration, up to three (3) times.
- ii. **Building Investigation** – Team will investigate the current condition of the City Hall Building to establish a baseline condition of the space. Investigations will include:
 1. Review of building drawings, specifications and any available studies or remodels.
 2. Interior finishes
 3. Exterior walls, roof and window investigation
 4. Identify building code deficiencies and life safety issues.

iii. Review City Hall Space Needs Report (February 2018)

2. Anticipated Electronic (PDF) Deliverables.

- a. Revised space program for the City Hall Building.
- b. Building Investigation Summary.

3. Our Project Team

- a. Chris Rupert, AICP – Project Manager
- b. Stacy Feit, AIA – Project Architect
- c. Diane Honeyman – Interior Designer
- d. Michael Brady – Engineering Lead
- e. Gary Lynn, AIA – Life Safety

4. Assumptions / Exclusions.

- a. Study is limited to space needs for City Hall Staff, as laid out in the City Hall Space Needs Report (February 2018) only.
- b. Our team will review existing drawings, documents, plans and studies in addition to building investigations to inform the renovation study. If the creation of these data, drawing or studies is necessary, Leo A Daly can perform these tasks or coordinate outside consultants for an additional fee. The following is **excluded** from our scope of work and associated fee proposal:
 - i. Alta Boundary and Topographic Survey including all public and private utilities, building footprints, vegetation and tree masses, legal description, roadways, paths and sidewalks, natural features and easements.
 - ii. A comprehensive property survey and utilities condition assessment. We have excluded the following related tasks for our fee proposals.
 1. As-built drawings for buildings, site features and utilities.
 2. Field verification
 - iii. Subsurface survey or investigations including soils and geologic.
 - iv. Environmental and hazardous material assessments and/or testing.

5. Proposed Schedule

We propose to complete programming study in 30 calendar days from the first user meeting.

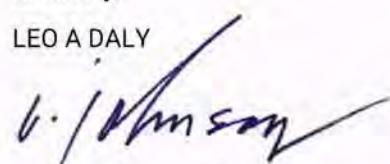
6. Proposed Fee

The fees for a lump sum fee of Ten Thousand Four Hundred Dollars (\$10,400) maximum, including reimbursable expenses.

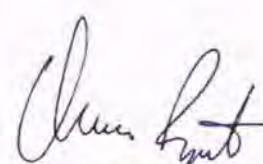
See enclosed Exhibit A for Terms and Conditions.

Sincerely,

LEO A DALY



Christopher Johnson
Vice President, Managing Principal
CJJohnson@LeoADaly.com



Christine M. Rupert, AICP
Senior Associate, Director of Planning
CMRupert@LeoADaly.com

EXHIBIT A

TERMS AND CONDITIONS

This **Exhibit A**, Terms and Conditions, is incorporated into and made a part of the agreement by and between Leo A Daly Company (“Consultant”) and City of La Vista, (“Client”) dated June 1, 2018 (the “Agreement”). The Consultant and Client (also referred to collectively as the “Parties” and individually as “Party”) agree to the following terms and conditions:

- 1.0 **Standard of Care.** The standard of care for all services performed or furnished by Consultant under the Agreement shall be in conformance with the skill and care ordinarily exercised by similar professionals providing similar services in the same location at the same time and under similar circumstances (the “Standard of Care”). Consultant makes no warranty or guarantee, expressed or implied, with respect to its services or obligations under the Agreement including, without limitation, the implied warranties of merchantability and/or fitness for a particular purpose.
- 2.0 **Limitation of Liability.** In recognition of the relative risks and benefits of the Agreement to both the Client and Consultant, to the fullest extent permitted under applicable law, Client agrees that Consultant’s total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys’ fees and costs, of any nature whatsoever, shall not exceed 10% of Consultant’s total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.
- 3.0 **Mutual Waiver of Consequential Damages.** In no event shall either party under the Agreement be liable to the other party, whether in contract, warranty, tort, or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever.
- 4.0 **Intellectual Property.**
 - 4.1 “Intellectual Property” as used in these Terms and Conditions shall mean any and all copyrightable works, copyrighted works, patentable inventions, patented inventions, trademarks, service marks, trade secret, know-how, or other proprietary information.
 - 4.2 “Work Product” as used in these Terms and Conditions shall mean any and all work created by Consultant in performing its services under this Agreement including, without limitation, any renderings, drawings, plans, calculations, models, data, and/or documents, whether in electronic format or hard copies.

- 4.3 "Deliverable" as used in these Terms and Conditions shall mean a Work Product required to be delivered to Client under the Agreement and actually delivered to Client by Consultant.
- 4.4 Client shall own all Deliverables delivered to Client by Consultant.
- 4.5 Consultant shall own any and all Intellectual Property rights in or made a part of any Work Product and/or Deliverable. Upon Client's final and full payment of all fees under the Agreement, and provided there is no dispute between Client and Consultant related to the Agreement or the services provided by Consultant under the Agreement, Consultant shall grant Client an irrevocable, royalty-free, worldwide license to use the Intellectual Property in any Work Product and/or Deliverable for the sole purpose for which the Intellectual Property was created and on the specific project that is the subject of the Agreement.
- 4.6 Client shall not use the Intellectual Property in any Work Product or Deliverable for any unlicensed purpose without the prior written consent of Consultant. Client agrees to indemnify Consultant for Client's unauthorized use of Intellectual Property, Work Product, and Deliverables.

5.0 **Opinions of Probable Costs.** Any and all estimates provided by Consultant are opinions of probable costs based on information that is reasonably available to Consultant. Client acknowledges and agrees that Consultant has no control over the cost of labor, materials, equipment or services, or the means and methods used by others in determining prices, competitive bidding, or market conditions. Client further acknowledges and understands that proposals, bids, and/or actual project costs may, and probably will vary from the estimates and opinions of probable costs provided by Consultant under the Agreement.

6.0 **Construction Means and Methods.** Notwithstanding anything under the Agreement, or otherwise expressed or implied by Consultant, Consultant shall not have control over, charge of, or be responsible, in any way, for the means, methods, techniques, sequences or procedures, or for any health or safety programs in connection with any construction work arising from the Agreement or any Deliverable or Work Product.

7.0 **Conflicts.** In the event that any term of these Terms and Conditions conflict with the terms and conditions of another portion of the Agreement, in all instances, these Terms and Conditions shall control and prevail.

8.0 **Force Majeure and Unforeseeable Conditions.** Consultant shall not be responsible for and Client hereby releases Consultant from any claim, damage, delay or loss resulting from: (i) fires, riots, labor disputes, war, terrorism, weather, acts of god, or other force majeure; (ii) governmental action or failure to act (including, without limitation, plan reviews, permits, and/or approvals); (iii) unforeseen circumstances or conditions (including, without limitation, unforeseen site conditions); (iv) discovery of any hazardous substances or differing site conditions; and/or, (v) circumstances or events outside the reasonable control or responsibility of Consultant.

9.0 Mutual Waiver and Release Against Individual Employees. Consultant and Client agree to release, waive, discharge, and covenant not to sue individual employees of the other party from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or the result of any loss or injury stemming from the performance of the Agreement that may be sustained, regardless of whether such loss is caused by the negligence of the employee and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law—except in cases of gross negligence or willful misconduct.

10.0 Payment

- 10.1 If an invoice is not paid within 30 days of issue, interest will be charged on the principal balance shown on the invoice. Interest will be calculated by multiplying the unpaid balance by the periodic rate of the 1.5% per month (18% per annum), or the statutory maximum according to applicable state law, if less. The unpaid balance will bear interest until paid.
- 10.2 The Client acknowledges and agrees that unless expressly made within 60 days from the date of the invoice, any objections, claims, or disputes related to an invoice shall be waived, and said invoice shall be deemed accepted by Client.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE ADDITION TO THE LIQUOR LICENSE FOR BAMBOO NAIL SPA IN LA VISTA, NEBRASKA.

WHEREAS, Andy Thanh Nguyen dba Bamboo Nail Spa, 7826 S 123rd Plaza Suite A-B, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the addition to the Liquor License submitted by Andy Thanh Nguyen dba Bamboo Nail Spa, 7826 S 123rd Plaza Suite A-B, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 16TH DAY OF OCTOBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

October 5, 2018

La Vista City Clerk
8116 Park View Blvd
La Vista, Ne 68128-2198

Dear Clerk:

Please present the following application for **Addition** to your board and send us the results of that action.

ADDITION: ADDITION TO CURRENT INDOOR SPACE

LICENSE #: I-113958

LICENSEE: ANDY THANH NGUYEN

TRADE NAME: BAMBOO NAIL SPA

ADDRESS: 7826 S 123 PLAZA SUITE A-B

CITY/COUNTY: LA VISTA/68521/SARPY

CONTACT NUMBER: 402-590-6663

CONTACT PERSON: ANDY NGUYEN

EMAIL: NGUYEN_ANDY83@YAHOO.COM

REQUEST: ADDITION OF INDOOR AREA APPROX 20 X 30

MAKING THE NEW DESCRIPTION READ: ONE STORY BUILDING APPROX 30 X 48

APPROVED _____

DISAPPROVED _____

Tracy Burmeister
Licensing Division

APPLICATION FOR ADDITION TO LIQUOR LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

SEP 28 2018

NEBRASKA LIQUOR
CONTROL COMMISSION

Application:

- Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application
- Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS
- May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition

LIQUOR LICENSE # 113958 CLASS TYPE I

LICENSEE NAME ANDY THANH NGUYEN

TRADE NAME Bamboo Nail Spa

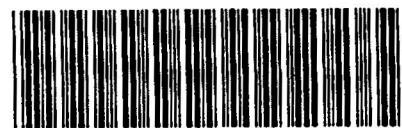
PREMISE ADDRESS 7826 S 123rd PLZ. Suite A-B

CITY La Vista ZIP CODE 68521 COUNTY Sarpy

CONTACT PERSON Andy Nguyen

PHONE NUMBER OF CONTACT PERSON 402-590-6663

EMAIL ADDRESS OF CONTACT PERSON Nguyen-Andy 83@yahoo.com



1800012133

RECEIVED
RECEIVED

FORM 110
REV JULY 2015
Page 1 of 2

1. **What is being added?**

Explain the type of addition that is being requested, i.e. beer garden, adding to building

Adding additional nail salon space which is attached within the same business location of the bar area.

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES

NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

n/a

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

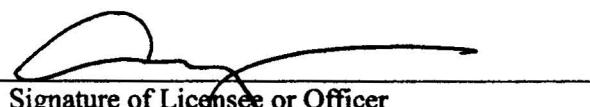
- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances.
Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act.
Neb Rev Stat §53-129


Signature of Licensee or Officer

State of Nebraska

County of _____

The foregoing instrument was acknowledged before me this

by

Date

name of person acknowledged (individual(s) signing document)

Affix Seal

Notary Public signature

C-Next Page

Explain the type of addition that is being requested, i.e. beer garden, eating in building
adding additional Non-Salon Space which is a building addition
and shall be business location of the bar.

No

Yes

2. Will the addition cause the location to be within 100 feet of a church, school, or other religious or educational institution, day or night, in buildings; or a library, university, college?

Non-Salon Space
Non-Salon Space

n/a

4. If adding:

Type of fence

height of fence

length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in a
construction of a structure, property and which is controlled by a
the Commission and shall be in compliance with all building
Rules Chapter 2-012.07

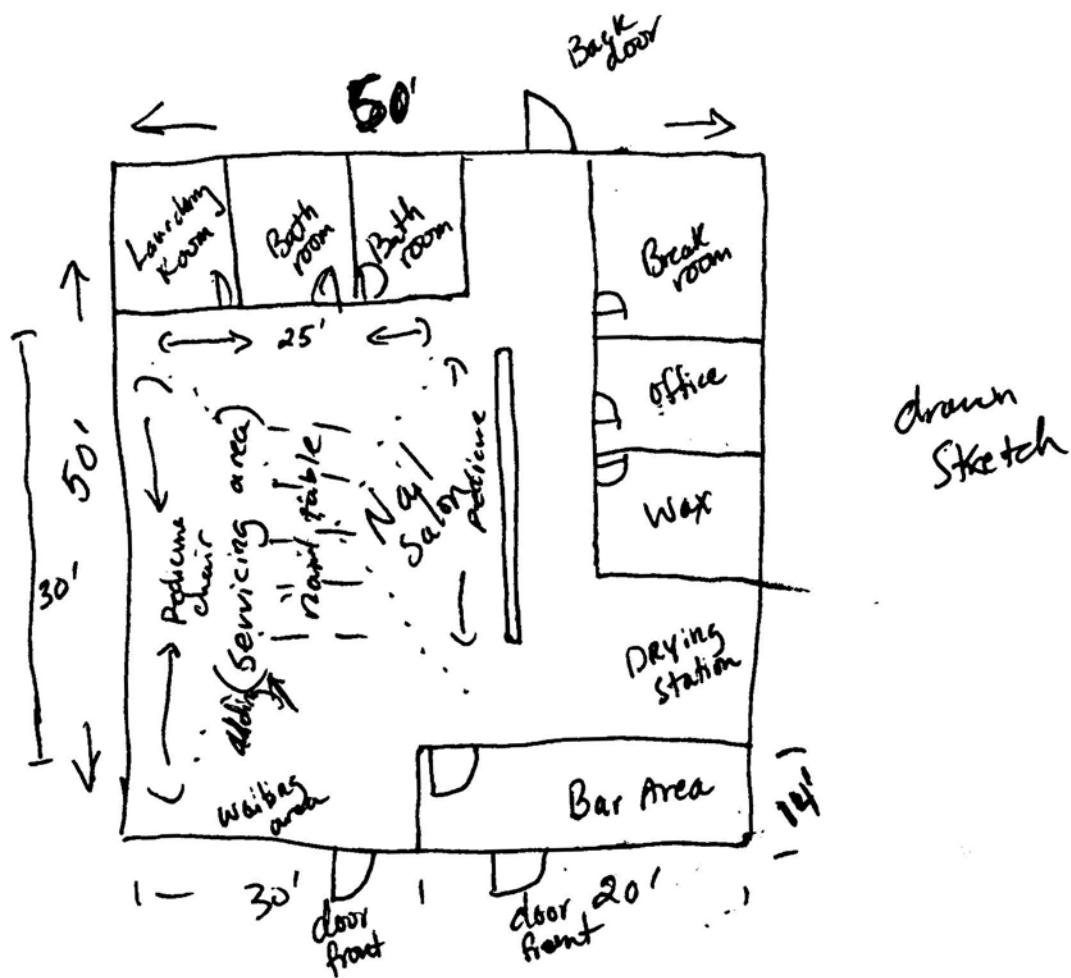
Please size
notarize

✓

✓

I acknowledge under oath that the premises as added to con
Non-Salon Space 633-129

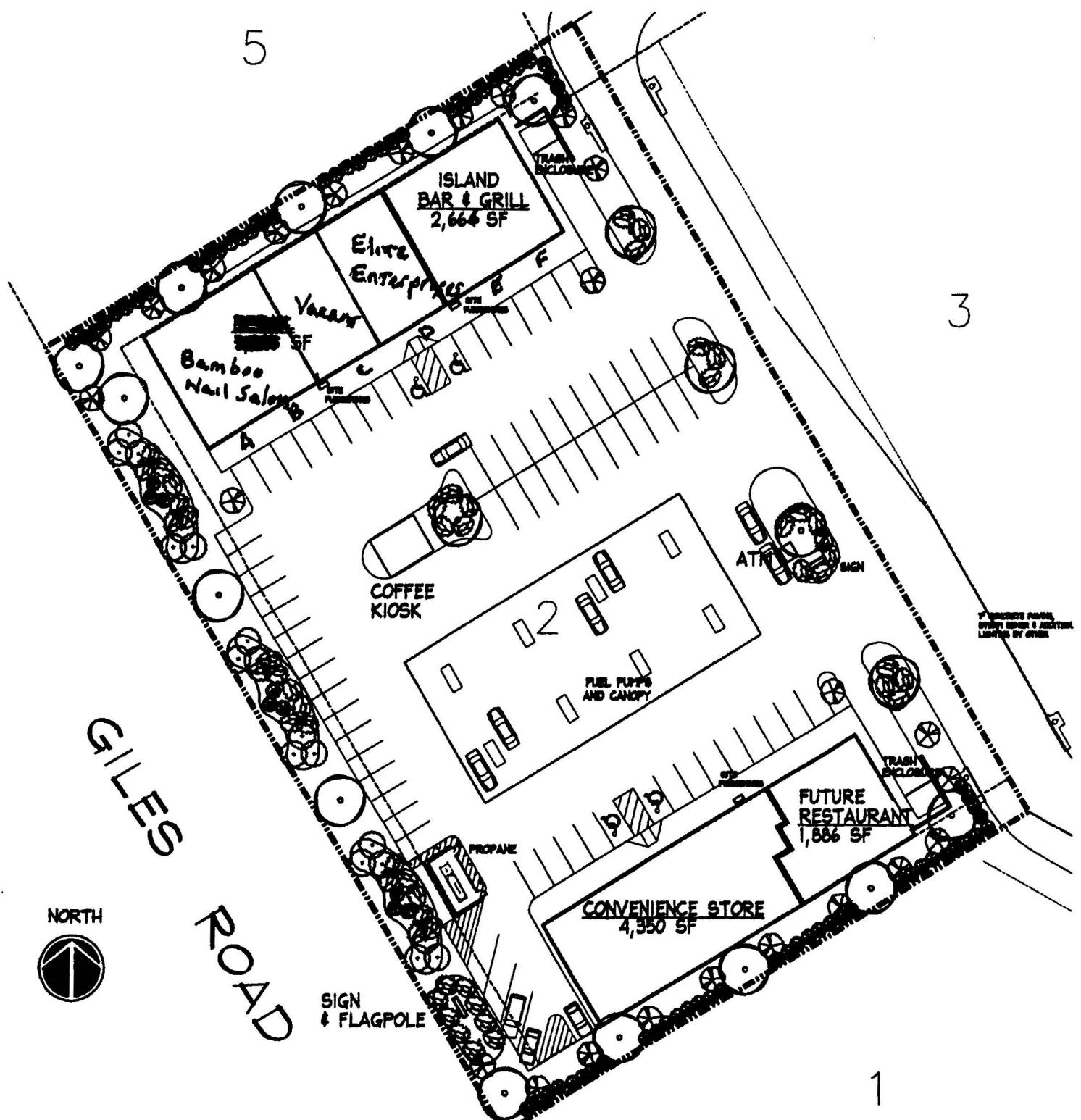
N



5

3

1



C-STORE
RETAIL
RESTAURANT (FUTURE)
RESTAURANT (Island Bar & Grill)

4,350 SF/300
5,336 SF/200
SEATING 36 x 40%
SEATING 52 x 40%

16 STALLS
30 STALLS
16 STALLS
22 STALLS

84 STALLS REQUIRED/89 STALLS PROVIDED
(NOTE: 16 STALLS @ GAS ISLANDS)

SOUTHPORT SQUARE SITE PLAN

SCALE: 1" = 50'-0"

LOT 2, REPLAT III
SOUTHPORT EAST SUBDIVISION
LA VISTA, NEBRASKA

12/7/2007 REV.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 16, 2018 AGENDA

Subject:	Type:	Submitted By:
POSITION DESCRIPTION UPDATES	RESOLUTION ORDINANCE ♦ RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

Job descriptions for positions in Finance for the Accountant have been updated and a new job description has been created for the Financial Analyst.

FISCAL IMPACT

The positions are currently budgeted.

RECOMMENDATION

Approval

BACKGROUND

Updates for the following position has been prepared for the Accountant. The FY19 budget includes a new position in Finance and a new job description has been prepared for the Financial Analyst.

POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Accountant
POSITION REPORTS To: Finance Director
POSITION SUPERVISES:

DESCRIPTION:

Under the direction of the Finance Director is responsible for performing entry level professional accounting such as reconciling general ledger accounts, processing internal allocations, preparing financial reports, assisting with the annual audit, providing annual budget support, investment and cash management support, debt issuance support, and performing research and analysis related to management objectives. Work requires limited supervision and the use of independent judgment and discretion.

ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Performs a variety of reconciliations and prepares related reports on applicable financial activities, including: cash, investments, accounts payable, property taxes, returned checks, and/or other applicable areas.
2. Prepares a variety of monthly allocations and calculations and related journal entries.
3. Investigates discrepancies in accounting and other internal systems shortcomings, makes recommendations for resolutions.
4. Participates in preparing annual work papers and prepares related journal entries.
5. Prepares and processes month-end journal entries and month end-closing.
6. Maintains fixed asset financial module and reports.
7. Prepares and distributes monthly financial and revenue reports.
8. Maintains special assessment files.
9. Assists with the annual audit.
10. Assists in preparing the City's annual budget and related supporting documentation.
11. Oversees and maintains the City's Enterprise Resource Planning Software System.
12. Oversee review and audit of the City's Purchasing Card program.
13. Provides assistance to the Director of Finance as needed.
14. Conducts or assists with special projects as the situation dictates.
15. Performs other duties as assigned or as the situation dictates.
 1. Prepares month-end bank account reconciliations.
 2. Prepares and processes month-end journal entries.
 3. Maintains fixed asset financial module and reports.
 4. Prepares and distributes monthly Council reports.
 5. Maintains special assessment files.
 6. Assists in designing computer generated special reports.
 7. Assists with the annual audit.
 8. Assists with annual budget.
 9. Assists with account reconciliations.
 10. In the absence of the Accounting Clerk prepares and processes biweekly payroll information, including direct deposit transmission and issuing checks.
 11. Assists with special projects as required.
 12. Performs other duties as directed or as the situation dictates.
 13. Updates payroll maintenance bi-weekly

ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- Must be able to hear and understand voices at normal levels.

EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE

1. Professional level accountant with a Bachelor's degree in accounting
2. Minimum of two years of accounting experience or any equivalent of education and experience.

KNOWLEDGE, SKILLS AND ABILITIES

1. Knowledge of Generally Accepted Accounting Principles and financial reporting.
2. Knowledge of the municipal budgeting processExperience with budget preparations, controls, and legal requirements and practices.
- 2.3. Knowledge of Microsoft Office applications with particular emphasis/ability with Excel, Word and financial software programs.
- 3.4. Knowledge of standard office policies and procedures.
- 4.5. Knowledge of auditing and reconciliation processesSkill to reconcile accounts and develop approaches/techniques to problem resolution.
- 5.6. Basic mathematical skillsMathematical skills that produce reliable calculations.
- 6.7. Ability to maintain confidentiality.
- 7.8. Basic knowledge of word processing, spreadsheets and databases, preferably MS Office, Word, Excel and AccessAdvanced Microsoft Office product skills and Excel skills including the ability to calculate and tabulate data.
- 8.9. Ability to read and write proficiently.
- 9.10. Ability to apply common sense understanding in carrying out written and oral instructions.
- 10.11. Ability to communicate effectively, both orally and in writing.
- 11.12. Ability to work independently without direct supervision.
- 12.13. Ability to prioritize work, meet deadlines and make decisions on the basis of established policies and procedures.
- 13.14. Telephone and customer service skillsSkill to utilize a variety of data sources to include general ledger systems, CAFR's, monthly financial reports, City policies and other sources as needed.
- 14.15. Ability to operate standard office equipment, such as personal computer, postage meter, photocopier and fax machine.
16. Ability to establish and maintain effective working relations with City officials, fellow employees, patrons and the general public.
- 15.17. Demonstrate a collaborative and flexible style, especially during times of change.
- 16.18. Ability to maintain regular and dependable attendance on the job.

CONTRIBUTIONS THIS POSITION MAKES TO THE CITY

This position provides highly responsible assistance to the Finance Director and contributes to the success of the City by working closely with the Finance Team on complex and strategic initiatives dealing with municipal budget, financial reports, reconciliations, cash management and auditing support.

DISCLAIMER:

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

Note: Background check and drug screening tests will follow all conditional offers of employment.

I have read and understand the requirements of this position description.

(Signature)

(Date)

POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Financial Analyst

POSITION REPORTS TO: Finance Director

POSITION SUPERVISES:

DESCRIPTION

Under the direction of the Finance Director, the Financial Analyst supports fiscal operations by performing professional-level fiscal analysis, research, accounting, forecasting, capital improvement planning and budget related work. Work is performed with latitude for the exercise of independent judgment and action to achieve and promote the City's values of accountability, integrity, and public service.

ESSENTIAL FUNCTIONS (with or without reasonable accommodation)

1. Participates with coordinating the Finance Department operations which include financial activities such as cash management, revenue accounting and budget management.
2. Takes an active role in the City's budget development process, including the following: preparing data for use by departments in developing budget submissions; providing assistance and guidance to departments; evaluating reasonableness of budget submissions; developing revenue, expenditure and reserve projections; tracking changes to budget plan; consolidating data and preparing reports and development of the State budget.
3. Monitors City revenue and expenditure patterns and assists departments in reconciling budget difficulties that arise in the course of the fiscal year.
4. Prepares the 5 year financial forecast.
5. Assists with coordination and work paper preparation associated with the City's annual independent audit.
6. Assists with preparation of Comprehensive Annual Financial Report in conformance with generally accepted accounting procedures.
7. Assists in the development and ongoing support of the Capital Improvement Program.
8. Recommends policies and/or procedures to streamline operations, financial transactions, and purchases to improve efficiencies and effectiveness within the department.
9. Performs a variety of delegated research tasks and projects, documents findings, prepares reports, graphs, charts and other illustrative materials as required.
10. Assists in monitoring City franchise agreements and handling associated correspondence for agreements
11. Assists with issuance of municipal debt including general obligation debt, tax abatements and TIF's.
12. Performs special projects at the request of management, to include research, analysis, and recommendations.
13. Performs other duties as directed or as the situation dictates.

ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

The physical and environmental demands listed here are representative of those that must be met/tolerated by an employee to successfully perform the essential functions of the job.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to efficiently operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee is occasionally required to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus.

- Must be able to hear at normal conversational levels.

EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE

1. Graduation from an accredited four-year college or university with a degree in Accounting, Finance, Business, Public Administration Statistics or relevant field. MBA or MPA is desirable but not required.
2. Three years of responsible accounting/finance experience preferably in municipal finance activities. Experience in public sector finance and/or CPA is desirable but not required.
3. The City may accept any equivalent combination of education and experience, with additional education substituting on a year for year basis for required experience.

KNOWLEDGE, SKILLS AND ABILITIES

1. Thorough knowledge of Generally Accepted Accounting Principles and financial reporting.
2. Advanced knowledge of Excel formulas, linkages, database functions, three dimensional spreadsheets and writing/executing macros.
3. Knowledge of operational characteristics and activities of a comprehensive municipal finance program, including budgeting, accounting and auditing.
4. Ability to evaluate programs, policies and operational needs.
5. Ability to analyze financial data to create reports; utilize tools, models and presentations to forecast trends and make projections.
6. Ability to design and produce financial presentations via MS PowerPoint for a variety of audiences.
7. Ability to communicate budget, research and analytical findings in a professional setting and manner including professional writing and presenting through a variety of media resources.
8. Proficiency with advanced principles and practices of municipal budget preparation, administration, revenue forecasting and analysis, finance and fiscal planning.
9. Working knowledge of Microsoft Office applications with particular emphasis on emphasis/ability with Excel, Word, PowerPoint, and financial software programs.
10. Familiarity with generally accepted office procedures and behavior.
11. Ability to maintain confidentiality.
12. Ability to work a varying schedule.
13. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
14. Demonstrate a collaborative and flexible style, especially during times of change.
15. Ability to maintain regular and dependable attendance on the job.

CONTRIBUTIONS THIS POSITION MAKES TO THE CITY

This position provides highly responsible assistance to the Finance Director and contributes to the success of the City by working closely with the Finance Team on complex and strategic initiatives dealing with municipal budget, long-range forecasting, Capital Improvements and auditing.

Note: Background check and drug screening tests will follow all conditional offers of employment

DISCLAIMER

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

I have read and understand the requirements of this position description.

Signature

Date