

LA VISTA CITY COUNCIL MEETING AGENDA

November 5, 2019

6:00 P.M.

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

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Police Department Life Saving Award Presentation**
- **Appointments –**
 - Trish Donoghue – Board of Adjustment – Fill Vacancy; Josh Frey – Planning Commission – Fill Vacancy; Patrick Coghlan – Planning Commission Alternate – Fill Vacancy

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the October 15, 2019 City Council Meeting
3. Approval of the Minutes of the October 17, 2019 Planning Commission Meeting
4. Request for Payment – Alfred Benesch & Company – Professional Services – 2019 Park View Blvd. Resurfacing – \$4,016.78
5. Request for Payment – Alfred Benesch & Company – Professional Services – 2019 Park View Blvd. Resurfacing – \$1,029.44
6. Request for Payment – Charlesworth Consulting, LLC – Professional Services – Insurance Broker RFP – \$7,500.00
7. Request for Payment – HDR Engineering Inc. – Professional Services – Project Management for Public Improvements and Other Works – \$6,501.57
8. Request for Payment – HGM Associates, Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase I – \$27,668.00
9. Request for Payment – Leo A Daily – Professional Services – City Hall Space Needs Program Study – \$6,240.00
10. Request for Payment – Midwest Right of Way Services, Inc. – Professional Services – 120th & Giles Total Acquisition – \$916.96
11. Request for Payment – Olsson – Professional Services – City Centre Parking Garage No. 2 – \$4,470.00
12. Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$7,968.87
13. Request for Payment – RDG Planning & Design – Professional Services – Civic Center Park Phase 2 – \$487.92
14. Request for Payment – Wellington – Professional Services – 60th Anniversary Celebration – \$5,000.00
15. Resolution – Nebraska Department of Transportation – Maintenance Agreement – 84th Street
16. Approval of Claims

- **Reports from City Administrator and Department Heads**

B. Application for PUD Site Plan – Streck, Inc. – Lots 1 & 16 Harrison Hills (S 118th St. & Emilie St.)

1. Public Hearing
2. Resolution – Approve PUD Site Plan
3. Ordinance – Approve PUD Design Plan

C. Amend Municipal Code Sections 111.18 and 111.19 - Fireworks

1. Public Hearing
2. Ordinance – Amend Municipal Code Sections 111.18 and 111.19
3. Ordinance – Amend Master Fee Ordinance

D. Resolution – Amend Maximum Costs for Recognition Dinners and Service Awards

E. Resolution – Amendment No. 7 – 84th Street Pavement Rehabilitation – Professional Services – Additional Services

F. Resolution – Amend Agreement – Design Workshop – Supplemental Survey for Miscellaneous Areas along 84th Street

- G. Resolution – Professional Services – Salute to Summer Festival**
- H. Resolution – Authorize Purchase – Utility Carts**
- ** I. Resolution – Revised Interlocal Agreement – OPPD Payments in Lieu of Taxes**
- J. Discussion – Tobacco Free Area Designation – La Vista Parks, Sports Complex and Swimming Pool**
 - **Comments from the Floor**
 - **Comments from Mayor and Council**
 - **Adjournment**

****Amended November 4, 2019 4:00PM**

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

MINUTE RECORD

AJ

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

LA VISTA CITY COUNCIL MEETING OCTOBER 15, 2019

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on October 15, 2019. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Bueche, Police Chief Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak, Finance Director Miserez, City Engineer Dowse, Senior Planner Solberg, and Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Times on October 2, 2019. 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.

APPOINTMENT – PAT DOWSE – CITY ENGINEER

Councilmember Thomas made a motion to approve the appointment of Pat Dowse as City Engineer. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE OCTOBER 1, 2019 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE SEPTEMBER 19, 2019 PLANNING COMMISSION MEETING
4. MONTHLY FINANCIAL REPORT – AUGUST 2019
5. REQUEST FOR PAYMENT – BURTON PLUMBING – MAINTENANCE SERVICES – SANITARY SEWER REPAIR – \$12,709.78
6. REQUEST FOR PAYMENT – CIVICPLUS – PROFESSIONAL SERVICES – WEBSITE REDESIGN – \$15,805.17
7. REQUEST FOR PAYMENT – DESIGN WORKSHOP – PROFESSIONAL SERVICES – 84TH STREETSCAPE PLAN – \$3,768.52
8. REQUEST FOR PAYMENT – HAWKINS CONSTRUCTION COMPANY – CONSTRUCTION SERVICES – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 1 – \$464,508.46
9. REQUEST FOR PAYMENT – KISSEL, KOHOUT, ES ASSOCIATES LLC – PROFESSIONAL SERVICES – LEGISLATION – \$9,305.21
10. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE – \$42,801.50
11. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY CENTER GEOTECHNICAL – \$2,855.99
12. REQUEST FOR PAYMENT – SIEREX DESIGN AND CONSTRUCTION – CONSTRUCTION SERVICES – MINI PARK IMPROVEMENTS – EBERLE WALDEN PARK STRUCTURE – \$15,149.20
13. REQUEST FOR PAYMENT – SWAIN CONSTRUCTION – CONSTRUCTION SERVICES – 84TH STREET REHABILITATION – \$691,237.68
14. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CITY PARKING DISTRICT ACCESS IMPROVEMENTS – DRAINAGE – \$15,712.50
15. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – PHASE 2 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS – \$3,589.70
16. REQUEST FOR PAYMENT – WATER'S EDGE AQUATIC DESIGN, LLC – PROFESSIONAL SERVICES – CONCEPT PLANNING – \$2,677.50
17. APPROVE MANAGER APPLICATION – CLASS I LIQUOR LICENSE – CHILI'S GRILL & BAR – STEPHANIE HINMAN

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

18. APPROVAL OF CLAIMS

ACCENT DRYWALL SUPPLY CO, bld&grnds	184.32
ACTION BATTERIES, maint.	37.50
ALFRED BENESCH & CO, services	6,187.96
AMAZON CAPITAL SERVICES, supplies	96.37
AMERICAN LEGAL PUBLISHING CO, services	2,277.00
ANDERSON FORD OF LINCOLN, services	34,769.00
BERRY DUNN, services	3,500.00
BIG RIG TRUCK ACCESSORIES, maint.	190.00
BISHOP BUSINESS EQUIPMENT CO, supplies	261.90
BLACK HILLS ENERGY, utilities	15.49
BRODART CO, supplies	142.20
BURTON A/C, HEATING & PLUMBING, services	1,512.21
CENTER POINT, INC, books	364.32
CENTURY LINK, phones	586.07
CENTURY LINK BUSN SVCS, phones	139.01
CINTAS CORP, services	167.35
CITY OF PAPILLION, services	188,687.00
CONSOLIDATED MANAGEMENT CO, services	285.56
CORNHUSKER INTL TRUCKS INC, maint.	398.76
COX COMMUNICATIONS, INC, services	277.40
CULLIGAN OF OMAHA, services	63.65
D & K PRODUCTS, services	1,167.60
DATASHIELD CORP, services	40.00
DELL MARKETING, services	6,030.87
DESIGN WORKSHOP INC, services	11,448.19
DLR GROUP, services	2,070.47
DULTMEIER SALES, maint.	329.71
FASTENAL CO, bld&grnds	99.06
FBG SERVICE CORP, bld&grnds	11,930.00
FERGUSON ENTERPRISES, bld&grnds	300.64
FINDAWAY WORLD, services	139.90
FIRST NAT'L BANK FREMONT, bonds	25,309.38
FLEETPRIDE, maint.	233.37
GALE, books	164.18
GCR TIRES & SERVICE, maint.	375.44
GRAHAM CONSTRUCTION, INC, services	510,201.94
GRAYBAR ELECTRIC CO INC, services	361.64
GREATAMERICA FINANCIAL, services	1,127.00
HDR ENGINEERING INC, services	7,881.59
HERRICK, ANGELA DAWN, services	40.00
HGM ASSOCIATES, INC, services	10,814.25
HOBBY LOBBY, supplies	196.95
HOME DEPOT, bld&grnds	52.74
IDEAL IMAGES, INC, services	454.77
INGRAM LIBRARY SERVICES, books	597.50
INLAND TRUCK PARTS, maint.	325.55
J & J SMALL ENGINE, maint.	65.95
J RETZ LANDSCAPE, INC, services	8,082.66
K & K MASONRY, INC, bld&grnds	4,500.00
KRIHA FLUID POWER, maint.	140.07
LIBRARY IDEAS LLC, books	878.85
LOGAN CONTRACTORS SUPPLY, services	21.24
LOVELAND GRASS PAD, bld&grnds	170.55
MARK A KLINKER, services	200.00
MARTIN MARIETTA AGGREGATES, services	209.85
MATHESON TRI-GAS INC, supplies	255.12
MAX I WALKER UNIFORM, services	30.50
MENARDS-RALSTON, bld&grnds	2,035.43
METRO COMM COLLEGE, services	47,888.22

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MICROFILM IMAGING SYSTEMS, services	180.00
MIDWEST TAPE, media	306.58
MONTANEZ, F., travel	148.50
MOTOROLA SOLUTIONS INC, services	12,086.40
NE DEPT OF MOTOR VEHICLE, services	6.60
NEBRASKA MUNICIPAL CLERKS ASSN, services	90.00
OCLC INC, services	322.42
OFFICE DEPOT INC, supplies	434.69
OPPD, utilities	54,667.72
ONE CALL CONCEPTS, services	340.44
O'REILLY AUTO ENTERPRISES, maint.	1,828.15
ORIENTAL TRADING CO, supplies	135.85
PAPILLION SANITATION, services	1,099.40
PATIO VALLEY NURSERY INC, bld&grnds	893.86
PETTY CASH, supplies	492.37
PLAINS EQUIPMENT GROUP, bld&grnds	1,006.19
PLUTA, D., travel	118.50
QUALITY AUTO REPAIR, maint.	75.00
RDG PLANNING & DESIGN, services	649.90
READY MIXED CONCRETE, services	4,068.73
RED WING BUSINESS, apparel	150.00
SCARPA, D., travel	100.50
SCHLEGEL, J., travel	100.50
SHEPPARD'S BUSINESS INTERIORS, services	1,439.08
SIEREX DESIGNS, INC, services	11,862.00
SIGN-O-VATION, INC, maint.	273.43
SUBURBAN NEWSPAPERS INC, services	779.83
SUSAN G KOMEN GREAT PLAINS, services	100.00
SWAIN CONSTRUCTION INC, services	98,429.50
CASCADEN,T., travel	100.50
TED'S MOWER SALES, supplies	337.23
THEATRICAL MEDIA, services	105.00
THOMPSON DREESSEN & DORNER, INC, services	1,789.25
TOSHIBA FINANCIAL, services	138.00
TRACTOR SUPPLY, bld&grnds	19.99
TRAIL, R., travel	69.63
TRANS UNION RISK, services	50.00
TRUCK CENTER COMPANIES, maint.	18.40
TURFWERKS, services	215.87
UHE, R., travel	100.50
UNITE PRIVATE NETWORKS, services	3,850.00
UNITED PARCEL, services	22.55
VAL VERDE ANIMAL HOSPITAL INC, services	443.77
VIERREGGER ELECTRIC CO, services	758.00
VOIANC LANGUAGE, services	8.39
WALKUP WOOD PRODUCTS, supplies	190.00
WATER'S EDGE AQUATIC DESIGN, services	1,387.50
WEMHOFF, A., travel	213.50
WESTLAKE HARDWARE INC, bld&grnds	1,312.63
WICK'S STERLING TRUCKS INC, maint.	58.22
WOODHOUSE FORD OF OMAHA, maint.	694.31

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Director of Public Works Soucie reported on the upcoming Clean-Up Days.

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B. CITIZEN ADVISORY REVIEW COMMITTEE – EDP REPORT

At 6:02 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the EDP Report. Citizen Advisory Review Committee Chair Schovanec gave an overview of the report.

At 6:04 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

C. AMEND ZONING ORDINANCE – SECTIONS 5.06, 5.07, 5.08, 5.09 AND 5.19 (SETBACKS FOR PUBLIC FACILITIES IN ZONES R1-R4 AND MU-CC)

1. PUBLIC HEARING

At 6:05 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed zoning text amendments.

At 6:05 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. ORDINANCE

Councilmember Hale introduced Ordinance No. 1371 entitled: AN ORDINANCE TO AMEND SECTIONS 5.06, 5.07, 5.08, 5.09, AND 5.19 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTIONS 5.06, 5.07, 5.08, 5.09, AND 5.19 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title, and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Quick. The Mayor then stated the question, "Shall Ordinance No. 1371 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. PLANNED UNIT DEVELOPMENT SITE PLAN – LOTS 19-20, SOUTHPORT WEST & LOTS 2-3, SOUTHPORT WEST REPLAT 2 (NW OF WESTPORT PKWY)

1. PUBLIC HEARING

At 6:07 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the planned unit development site plan. Patrick Morgan, representing Brixmor, was present to answer any questions.

At 6:10 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: Hale. Absent: None. Motion carried.

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

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No.19-142 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN AMENDMENT FOR LOTS 19-20, SOUTHPORT WEST, AND LOTS 2-3 SOUTHPORT WEST REPLAT TWO, LOCATED IN THE SW 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Heritage Westwood La Vista, LLC, has made an application for approval of a PUD Site Plan Amendment for Lots 19-20 Southport West, and Lots 2-3 Southport West Replat Two; and

WHEREAS, the Senior Planner and the City Engineer have reviewed the PUD Site Plan Amendment; and

WHEREAS, the La Vista Planning Commission held a public hearing on September 19, 2019 and voted unanimously to recommend approval of the PUD Site Plan Amendment; and

WHEREAS, the PUD Site Plan Amendment request is consistent with the Comprehensive Plan and the Zoning Ordinance;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the PUD Site Plan Amendment presented at this meeting for Lots 19-20 Southport West, and Lots 2-3 Southport West Replat Two, located in the Southwest 1/4 of Section 18, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located north of Westport Parkway between Giles Road and S. 125th Street, be, and hereby is, approved, subject to completion of all requirements and conditions specified in the Planning Division Recommendation Report included with this agenda item to the satisfaction of the City Administrator, City Engineer, or her or his designee.

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

E. ORDINANCE – AMEND MASTER FEE ORDINANCE

Councilmember Sell introduced Ordinance No. 1372 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1366, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title, and thereafter Councilmember Frederick moved for final passage of the ordinance which motion was seconded by Councilmember Hale. The Mayor then stated the question, "Shall Ordinance No. 1372 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been

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concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

F. RESOLUTION – AWARD CONTRACT – MINI PARK IMPROVEMENTS – **EBERLE WALDEN PARK PLAYGROUND**

Councilmember Quick introduced and moved for the adoption of Resolution No.19-143 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO CROUCH CONSTRUCTION, OMAHA NEBRASKA FOR THE EBERLE WALDEN PARK PLAYGROUND EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$47,932.00.

WHEREAS, the City Council of the City of La Vista has determined that the construction of playground equipment at Eberle Walden Park is necessary; and

WHEREAS, the FY19/FY20 Biennial Budget provides funding for mini park improvements; and

WHEREAS, quotes were solicited, and four quotes were received; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to Crouch Construction, Omaha Nebraska for the Eberle Walden Park Playground Project in an amount not to exceed \$47,932.00.

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

G. DISCUSSION: FIREWORKS

There was Council discussion regarding fireworks. Councilmember Crawford proposed bringing back an ordinance to the next Council meeting that would change the fireworks rules to 7 days of sale and discharge starting on June 28 with the hours of 11:00 a.m. to 10:00 p.m. for the first five days and 11:00 a.m. to 11:00 p.m. on July 3rd and 4th. Councilmember Crawford also requested additional signage displaying the dates and times for sales and discharge.

Staff was directed to draft an ordinance with the proposed changes for the next meeting.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick commented on the ribbon-cutting at Jimbo's Diner and on the upcoming Winter Coat Drive.

At 6:34 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

PLANNING COMMISSION MINUTES
OCTOBER 17, 2019 6:30 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, October 17th in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Kevin Wetuski called the meeting to order at 6:30 p.m. with the following members present: Gayle Malmquist, John Gahan, Mike Circo, Harold Sargus, Kathleen Alexander Jason Dale, Mike Krzywicki, and Kevin Wetuski. Members absent were: None. Also in attendance were Chris Solberg, Senior Planner; Meghan Engberg, Permit Technician; Cale Brodersen, Assistant Planner; and Pat Dowse, City Engineer.

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

1. Call to Order

The meeting was called to order by Chairman Wetuski at 6:30 p.m. Copies of the agenda and staff reports were made available to the public.

2. Approval of Meeting Minutes – September 19, 2019

Krzywicki moved, seconded by Circo, to approve the September 19th minutes. *Ayes: Sargus, Gahan, Wetuski, Circo, Alexander, Krzywicki and Malmquist. Nays: None. Abstain: Dale. Absent: None. Motion Carried, (7-0-1)*

3. Old Business

None.

4. New Business

A. Planned Unit Development – Lots 1 & 16 Harrison Hills – Streck, Inc.

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, Streck Inc., is looking for a rezoning action to extend the Planned Unit Development (PUD) zoning overlay from Lot 1 Harrison Hills to Lot 16 Harrison Hills. The applicant is also requesting a PUD Site Plan Amendment to allow for the development of a phased industrial campus development. Staff recommends approval of the Zoning Map Amendment to add a Planned Unit Development (PUD) Overlay on Lot 16 Harrison Hills as the Zoning Map Amendment request is consistent with the Comprehensive Plan and the Zoning Ordinance. Staff also recommends approval of the PUD Site Plan for a phased

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industrial campus development contingent on satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the PUD Site Plan is consistent with the Comprehensive Plan and the Zoning Ordinance.

- ii. **Applicant Presentation:** Randy Kuszak came up and spoke on behalf of the applicant. He spoke about the phases of the project and that he was available to answer any questions the planning commission may have.

Planning Commission members stated generic questions about project phasing and access to the property during the build out process.

- iii. **Public Hearing:** Wetuski opened the public hearing.

Wetuski closed the public hearing as no members of the public came forward.

- iv. **Recommendation:** -Rezoning Malmquist moved, seconded by Gahan to recommend approval of the Zoning Map Amendment to add a Planned Unit Development (PUD) Overlay on Lot 16 Harrison Hills as the Zoning Map Amendment request is consistent with the Comprehensive Plan and Zoning Map Amendment. **Ayes:** *Gahan, Wetuski, Circo, Alexander Dale, Krzywicki, and Malmquist.* **Nays:** *None.* **Abstain:** *Sargus.* **Absent:** *None.* **Motion Carried, (7-0-1)**

- v. **Recommendation – PUD Site Plan Amendment:** Krzywicki moved, seconded by Malmquist to recommend approval of the PUD Site Plan for a phased industrial campus development contingent on satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the PUD Site Plan request is contingent with the Comprehensive Plan and the Zoning Ordinance. **Ayes:** *Gahan, Wetuski, Circo, Alexander Dale, Krzywicki, and Malmquist.* **Nays:** *None.* **Abstain:** *Sargus.* **Absent:** *None.* **Motion Carried, (7-0-1)**

- B. Future Planning Commission Meetings** Solberg stated that due to projects coming up, we will start having meetings twice a month, starting the first week in December, until they are no longer needed.

5. Comments from the Floor:

Gerald McNerney came up and spoke about how he had been denied the installation of solar panels on his property and asked if there was any way to have the zoning regulations changed to allow for that.

Solberg stated that staff has started work on amendments to the solar regulations within the zoning ordinance as staff had concluded that they were out of date. He went on to state that an amendment will be coming forth to the Planning Commission, but that a timeline for that cannot be established at this time.

6. Comments from the Planning Commission:

None.

7. Comments from Staff:

Solberg brought the NPZA Fall Workshop and let them know that Engberg would be sending out an email with information about the conference. He told them to let staff know if they were interested in attending and that cost for attendance would be covered.

Solberg mentioned that the new Community Development Director, Bruce Fountain, would be starting on the 28th.

8. Adjournment

Wetuski adjourned the meeting at 6:51 p.m.

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chair

Date



AH

Pat Dows
City of La Vista
9900 Portal Road
La Vista, NE 68128

September 30, 2019
Project No: 00120600.00
Invoice No: 143235

Construction Engineering Services
2019 Park View Blvd Resurfacing

Professional Services from August 26, 2019 to September 22, 2019

Task 00001 Project Management

Professional Personnel

	Hours	Rate	Amount
E1a Professional Engineer/Project Mgr			
O'Bryan, Timothy	2.00	176.00	352.00
Totals	2.00		352.00
Total Labor			352.00
			Total this Task
			\$352.00

Task 00002 Construction Inspection

Professional Personnel

	Hours	Rate	Amount
E4 Sr Tech, Sr Insp, Sr Env Tech			
Barahona, Alejandro	16.50	90.00	1,485.00
Totals	16.50		1,485.00
Total Labor			1,485.00

Unit Billing

2019 Chevy Silverado-WBR362 22WD55

8/26/2019	43.0 Miles @ 0.58	24.94
8/30/2019	51.0 Miles @ 0.58	29.58
9/18/2019	47.0 Miles @ 0.58	27.26
	Total Units	81.78
		Total this Task
		\$1,566.78

Task 00003 Material Sampling and Testing

Unit Billing

AGL2 Sieve Analysis

1.0 Each @ 88.00

88.00

ASL2 Superpave Method (set of 2)

2.0 Each @ 187.00

374.00

ASL3 Max Theoretical Spec Grav (Rice)

2.0 Each @ 83.00

166.00

ASL4 Bit Content & Gradation (Ignition)

2.0 Each @ 187.00

374.00

44

Project	00120600.00	2019 Park View Blvd Resurfacing	Invoice	143235
ASL7 Core Thickness & Density		4.0 Each @ 35.00	140.00	
ASL8 FAA (Production QA/QC Testing)		3.0 Each @ 104.00	312.00	
ASL9 CAA (Production QA/QC Testing)		3.0 Each @ 104.00	312.00	
CL2 Comp Strength of 6"x12" Cylinders		8.0 Each @ 24.00	192.00	
M2 Trip Charge		2.0 Each @ 70.00	140.00	
	Total Units		2,098.00	2,098.00
			Total this Task	\$2,098.00
Billing Limits				
Total Billings		Current	Prior	To-Date
Limit		4,016.78	40,656.90	44,673.68
Remaining				62,260.00
				17,586.32
			Total this Invoice	<u>\$4,016.78</u>

Outstanding Invoices

Number	Date	Balance
141553	9/5/2019	6,187.96
Total		6,187.96

OH TO PAY
 PND 10/16/19
 05.71.0947.003



Pat Dowse
City of La Vista
9900 Portal Road
La Vista, NE 68128

October 25, 2019
Project No: 00120600.00
Invoice No: 144804

Construction Engineering Services
2019 Park View Blvd Resurfacing

Professional Services from September 23, 2019 to October 20, 2019

Task 00002 Construction Inspection
Professional Personnel

	Hours	Rate	Amount
E4 Sr Tech, Sr Insp, Sr Env Tech Barahona, Alejandro	11.00	90.00	990.00
Totals	11.00		990.00
Total Labor			990.00

Unit Billing

2019 Chevy Silverado-WBR362 22WD55

9/24/2019	68.0 Miles @ 0.58	39.44
Total Units		39.44
	Total this Task	\$1,029.44

Billing Limits	Current	Prior	To-Date
Total Billings	1,029.44	44,673.68	45,703.12
Limit			62,260.00
Remaining			16,556.88
		Total this Invoice	\$1,029.44

Outstanding Invoices

Number	Date	Balance
143235	9/30/2019	4,016.78
Total		4,016.78

Unto Pay
PMD 10/28/19
05.71.0947.003

27

charlesworth
consulting

THANK YOU FOR REMITTING YOUR PAYMENT TO:
ATTN: OPERATING ACCOUNT
PO BOX 441
DES MOINES, IA 50302
(913) 851.4730

PL-6

----- INVOICE -----

City of La Vista
8116 Park View Boulevard
Attn: Pamela A Buethe
La Vista, NE 68128

Invoice Date 10/11/19
Invoice No. 517523
Bill-To Code CITLAVPC
Client Code CITLAVPC
Inv Order No. 117*600014

Named Insured: City of La Vista

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Charlesworth Consulting, LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
09/18/19	09/18/19	Charlesworth Consulting Policy No. 001 Fee Prop Casualty - C-Consulting Servi RFP Project	7,500.00
		Invoice Number: 517523	Amount Due: 7,500.00

01.28.0305
Consent Agenda 11/5/19 (b)

*Premiums Due and Payable on Effective Date

sky



A-7

Invoice

Reference Invoice Number with Payment

HDR Engineering Inc.
Omaha, NE 68106-2973
Phone: (402) 399-1000

HDR Invoice No. 1200222405
Invoice Date 11-OCT-2019
Invoice Amount Due \$6,501.57
Payment Terms 30 NET

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

Remit To PO Box 74008202
ACH/EFT Payments Chicago, IL 60674-8202
Bank of America ML US
ABA# 081000032
Account# 355004076604

Project Management for Services for Public Improvements and Other Works.

Professional Services
From: 01-SEP-2019 To: 30-SEP-2019

Professional Services Summarization	Hours	Billing Rate	Amount
Administrative	1.00		60.09
Civil Engineer	13.00		2,020.65
Communications Coordinator	7.50		652.50
Graphic Designer	3.50		282.75
Project Controller	0.50		52.47
Project Manager	9.00		2,107.89
Sr. Civil Engineer	4.00		668.04
Structural Engineer	4.00		482.28
	42.50		\$6,326.67
		Total Professional Services	\$6,326.67

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	168.00		97.44
Printing/Reprographics			44.59
Publicrelations&Advertising			32.87
Total Expenses			\$174.90

Amount Due This Invoice (USD)	\$6,501.57
--------------------------------------	-------------------

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$487,984.16
Fee Remaining	\$182,710.84

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

Consent Agenda 11/5/19
(KA)

16.71.0909.03
R. Ramirez
10-15-19

124

Invoice

HDR Invoice No. 1200222405
 Invoice Date 11-OCT-2019

Professional Services and Expense Detail

Project Number: 10053040
 Task Number: 1.0

Project Description: LaVista-Project Mgmt Svcs
 Task Description: Project Management

Professional Services		Hours	Billing Rate	Amount
Civil Engineer	Christiansen, Adam P.	3.00	116.85	350.55
Project Controller	Clifton, Rachel M	0.50	104.94	52.47
Project Manager	Koenig, Christopher J	9.00	234.21	2,107.89
Sr. Civil Engineer	Cain, Christopher A	4.00	167.01	668.04
		16.50		\$3,178.95
			Total Professional Services	\$3,178.95
Expense		Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J	72.00	0.58	41.76
Printing/Reprographics	ARC Document Solutions LLC			28.59
			Total Expense	\$70.35
			Total Task	\$3,249.30

Professional Services and Expense Detail

Project Number: 10053040
 Task Number: 2.0

Project Description: LaVista-Project Mgmt Svcs
 Task Description: Construction Team Coordination

Professional Services		Hours	Billing Rate	Amount
Administrative	Anderson, Scott D	1.00	60.09	60.09
Civil Engineer	Cain, Christopher A	10.00	167.01	1,670.10
		11.00		\$1,730.19
			Total Professional Services	\$1,730.19
Expense		Qty	Billing Rate	Amount
Mileage Personal	Cain, Christopher A	96.00	0.58	55.68
Printing/Reprographics	ARC Document Solutions LLC			15.70
			Total Expense	\$71.38
			Total Task	\$1,801.57

Invoice

HDR Invoice No. 1200222405
 Invoice Date 11-OCT-2019

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	3.0	Task Description:	Public Outreach
Professional Services			
Communications Coordinator	Veldhouse, Kristen Lynn	Hours	Billing Rate
Graphic Designer	George, Elizabeth L	7.50	87.00
Graphic Designer	Rodriguez, Christina Anne	2.50	74.70
	Rolfs	1.00	96.00
		11.00	\$935.25
		Total Professional Services	\$935.25
Expense			
Printing/Regraphics	ARC Document Solutions	Qty	Billing Rate
	LLC		0.30
Publicrelations&Advertising	First National Bank of		32.87
	Omaha		
		Total Expense	\$33.17
		Total Task	\$968.42

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	6.0	Task Description:	Special Inspection Services
Professional Services			
Structural Engineer	Bartels, Brian D	Hours	Billing Rate
		4.00	120.57
		4.00	\$482.28
		Total Professional Services	\$482.28
		Total Task	\$482.28



A-8

5022 S 114th Street
Suite 200
Omaha, NE 68137
(712) 323-0530

INVOICE

Invoice Number: 702619-4
Date: October 09, 2019
Client Code: 7220

City of LaVista
Attn: Mr. Patrick Dowse, P.E.
9900 Portal Road
LaVista, NE 68128

Progress billing for engineering services for the East LaVista Sewer and Pavement Rehabilitation - Phase I Investigation, per agreement dated June 4, 2019.

For Phase I - Work Items/Tasks by HGM: Project Management; Coordination of subcontractors; Initial City Review meeting preparation, agenda, meeting and minutes; and Utility mtg coordination, agenda, meeting, and minutes;

Work Items/Tasks by sub contractors: 1) TREKK: Initial City Review mtg and Utility mtg; 2) Emspace + Lovgren: Project management
Through: September 30, 2019

	Hours	Rate	Current Period	Billed To Date
001: Phase I Investigation (LS \$53,340)		80% Complete	\$10,668.00	\$42,672.00
002: Trekk (Hrly)				
TREKK Design Group, LLC			\$17,000.00	
			<hr/> \$17,000.00	\$64,244.45
003: Thiele Geotech (Hrly)				\$18,675.00
004: Emspace & Lovgren (Hrly)				\$2,290.92
				<hr/>
			Total Amount Billed	\$127,882.37
			Less Previous Invoices	\$100,214.37
			Invoice Total	\$27,668.00

Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
				02.71.0892.001	

OK TO BILL
PMO 10/16/19
OJ 71.0892.001 PRO

Consent Agenda 11/5/19 (u)

8-4



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

INVOICE

September 27, 2019

Invoice No: 003-10218-000 - 0000002

City Hall Needs Space Program Study
Professional Services Through September 27, 2019

Fee

Total Fee	10,400.00
Percent Complete	100.00
	Total Earned
	10,400.00
	Previous Fee Billing
	4,160.00
	Current Fee Billing
	6,240.00
	Total Fee
	6,240.00
	Total this Invoice
	<u>\$6,240.00</u>

Billings to Date

	Current	Prior	Total
Fee	6,240.00	4,160.00	10,400.00
Totals	6,240.00	4,160.00	10,400.00

I certify that the work has been completed as shown above and payment of the above amount due is hereby requested.

Christine Rupert

OK to Pay
 05.71.0880.001
 -Tommay

Consent Agenda 11/5/19

Please make checks payable to:

Leo A Daly
 PO Box 30065
 Omaha, NE 68103-1165
 402-391-8111

Unpaid balances over 30 days are subject to a 1% per month Finance Charge.

ACH Payments can be sent to:

First National Bank of Omaha
 Acct: 110390778
 Routing: 104000016
 Tax ID: 47-0363104

Wire Payments can be sent to:

First National Bank of Omaha
 Account: 110390778
 Routing: 104000016

P-A

September 30, 2019

John Kottman, City Engineer
City of La Vista
8116 Park View Boulevard
La Vista, Nebraska 68128

Invoice No.: 5355

Midwest Right of Way Services #539

Services in connection with the

City of LaVista - 120th & Giles - Total Acquisition

Total Contract	\$	-
Amount Previously Invoiced	\$	2,152.50

For the period of August 24, 2019 through September 20, 2019

Project Manager	6.00	hours at	\$95	per hour	\$	570.00
Acquisition Agent	4.00	hours at	\$85	per hour	\$	340.00
Miles	12.00	miles	\$0.58	per mile	\$	6.96

Total Amount Due for this Invoice: **\$** **916.96**

Total Remaining on Contract (after this invoice) **\$** **-**

Past Due Invoices:

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

TOTAL AMOUNT CURRENTLY DUE: **\$** **916.96** ←

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

O.K. to pay
fMK 10-11-2019

05.71.0899.003

Consent Agenda 11/5/19 (C)

out

A-11

Invoice

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

olsson

October 17, 2019

Invoice No: 341108

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

Invoice Total **\$4,470.00**

Olsson Project # 019-3168 La Vista City Centre Parking Garage Number 2

Professional services rendered through October 5, 2019 for work completed in accordance with agreement.

Phase 110 Boundary and Topographic Survey

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Boundary and Topographic Survey	2,000.00	50.00	1,000.00	0.00	1,000.00
Total Fee	2,000.00		1,000.00	0.00	1,000.00
		Subtotal			1,000.00
				Total this Phase	\$1,000.00

Phase 135 Geotechnical Exploration

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Geotechnical Exploration	6,940.00	50.00	3,470.00	0.00	3,470.00
Total Fee	6,940.00		3,470.00	0.00	3,470.00
		Subtotal			3,470.00
				Total this Phase	\$3,470.00

AMOUNT DUE THIS INVOICE

\$4,470.00

Email Invoices to: jkottmann@cityoflavista.org

OK TO PAY
PMD 10/21/19

Authorized By: Eric Williams

PC#20-008312

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 11/5/19



A-12

September 30, 2019

Project No: R3003.066.00
Invoice No: 46272

Rita Ramirez
Assistant City Administrator
City of La Vista
8116 Parkview Blvd
La Vista, NE 68128

Project R3003.066.00 LaVista, City of - Placemaking & LA Svcs

Professional Services through September 30, 2019

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,167.50	45.00	106,725.43	98,756.56	7,968.87
Schematic Design	12,482.50	0.00	0.00	0.00	0.00
Total Fee	249,650.00		106,725.43	98,756.56	7,968.87
			Total Fee		7,968.87
				Total this invoice	\$7,968.87

Consent Agenda 11/5/19
(rv)

16.71.0939.003
R. Ramirez
10-15-99

St. A



A-B

September 30, 2019
Project No: R3001.477.01
Invoice No: 46271

John Kottmann
City Engineer/Asst Public Works Dir
City of La Vista
8116 Parkview Blvd
La Vista, NE 68128

Project R3001.477.01 LaVista, City of - Civic Center Park PH 2 pmo
Professional Services through September 30, 2019
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	14,400.00	100.00	14,400.00	14,400.00	0.00
Design Development	20,900.00	100.00	20,900.00	20,900.00	0.00
Construction Documents	22,600.00	100.00	22,600.00	22,600.00	0.00
Bidding/Negotiation	5,000.00	100.00	5,000.00	5,000.00	0.00
Contract Administration	20,900.00	100.00	20,900.00	20,900.00	0.00
Post-Occupancy	600.00	50.00	300.00	0.00	300.00
Total Fee	84,400.00		84,100.00	83,800.00	300.00
			Total Fee		300.00

Reimbursable Expenses

Travel	162.40
Travel Food	25.52
Total Reimbursables	187.92

Total this Invoice

\$487.92

OK TO PAY
PMO 10/16/19
16.71.0942.003

Consent Agenda 11/5/19 (R)

878

A-14

INVOICE

wellington

7304 W 130th St, Ste 370

Overland Park, KS 66213

913.402.1881

www.WellingtonExperience.com

Program Name: City of La Vista 60th Anniversary Celebration

Prepared by: Denise Barron

Date: 10.17.19

Bill To
City of La Vista
Crystal Larson
Phone: 402-593-6424
Email: clarson@cityoflavista.org

Invoice Summary

Account # 1953
PO N/A
Invoice # 6394
Due Date 11/29/19

Description of Services	Amount
Second Deposit - Part 2	\$5,000.00
Work completed through September of 2019	

Amount Due: \$5,000.00

Always a pleasure doing business with you.



Note: A minimum delinquent fee of 1.5% may be charged on invoices 30 days or more past due.

There is a 3% processing fee for credit card payments.

Consent Agenda

Posting Date
9/30/19

08.81.0303.002

Consent Agenda 11/5/19

(b)



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2019 AGENDA

Subject:	Type:	Submitted By:
NEBRASKA DEPARTMENT OF TRANSPORTATION - MAINTENANCE AGREEMENT - 84 TH STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

The Nebraska Department of Transportation (NDOT) has requested that the City renew its agreement for 2020 whereby the City will perform all surface maintenance on the four lane miles of 84th Street from Harrison Street to Giles Road.

FISCAL IMPACT

The State reimbursement to the City is \$2,100 per lane mile for 2020. The revenue is reflected in the FY20 General Fund Budget.

RECOMMENDATION

Approval

BACKGROUND

The original agreement between the City and NDOT was adopted in April 1990, and it has been subsequently renewed each year. Updates were made to the agreement in 2001 and 2006. The reimbursement amount was increased in 2008. No changes to the agreement are being proposed for 2020.

21-4

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RENEWAL OF MAINTENANCE AGREEMENT #121 WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION FOR THE SURFACE MAINTENANCE OF HIGHWAY N-85 (84TH STREET).

WHEREAS, the Nebraska Department of Transportation is proposing to renew an agreement whereby the City of La Vista would assume maintenance responsibilities for that portion of Highway N-85 (84th Street) which lies within the City of La Vista's corporate boundaries; and

WHEREAS, it is the determination of the City Council of the City of La Vista that it is in the best interest of our citizenry and the traveling public to assume official maintenance responsibilities.

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of La Vista be, and hereby is, authorized to renew an agreement with the Nebraska Department of Transportation for maintenance of that portion of Highway N-85 (84th Street) which lies within the corporate limits of the City of La Vista for the period of January 1, 2020 to December 31, 2020.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 121

Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of La Vista
Municipal Extensions in La Vista

We hereby agree that Maintenance Agreement No. 5 described above be renewed for
the period January 1, 2020 to December 31, 2020.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, .

ATTEST: City of La Vista

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, .

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: La Vista

Date: 1/1/20

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 4.00 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

4.00 lane miles x \$2,100.00 per lane mile = \$8,400.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

lane miles x \$ per lane mile = \$

Other (*Explain*)

In reference to section (4) of this agreement; The State will assist the City when requested by the City in the location of State owned facilities occupying adjacent to and on the right-of-way.

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

City of LaVista

RESPONSIBILITY FOR SURFACE MAINTENANCE OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105

Check #	Check Date	Vendor Name	Amount	Voided
130859	10/16/2019	AMAZON CAPITAL SERVICES, INC.	83.93	N
130860	10/16/2019	BURTON A/C, HEATING & PLUMBING	12,709.78	N
130861	10/16/2019	CATHERINE DEMES MAYDEW	1,007.50	N
130862	10/16/2019	CIVICPLUS	15,805.17	N
130863	10/16/2019	DESIGN WORKSHOP INC	3,768.52	N
130864	10/16/2019	HAWKINS CONSTRUCTION COMPANY	464,508.46	N
130865	10/16/2019	IIMC	110.00	N
130866	10/16/2019	KISSEL KOHOUT ES ASSOCIATES LLC	9,305.21	N
130867	10/16/2019	MOTOROLA SOLUTIONS INC	1,577.01	N
130869	10/16/2019	SIEREX DESIGNS, INC.	15,149.20	N
130870	10/16/2019	THOMPSON DREESSEN & DORNER, IN	19,302.20	N
130871	10/16/2019	WATER'S EDGE AQUATIC DESIGN	2,677.50	N
130872	10/16/2019	OLSSON, INC.	45,657.49	N
130873	10/16/2019	SWAIN CONSTRUCTION INC	691,237.68	N
130874	10/30/2019	CALENTINE, JEFFREY	41.00	N
130875	10/30/2019	DOWSE, PATRICK	41.00	N
130876	10/30/2019	NE DEPT OF REVENUE-LOTT/51	76,663.00	N
130877	10/30/2019	SEFFRON, RANDY	64.00	N
130878	10/30/2019	SMALL, BRADY	64.00	N
130879	10/30/2019	SOUCIE, JOSEPH H JR	28.00	N
130880	11/05/2019	3CMA MEMBERSHIP	400.00	N
130881	11/05/2019	3E-ELECTRICAL ENGINEERING & EQUIP	6.54	N
130882	11/05/2019	4 SEASONS AWARDS	22.50	N
130883	11/05/2019	A-RELIEF SERVICES INC	86.00	N
130884	11/05/2019	ACCURATE TESTING INC	291.95	N
130885	11/05/2019	ACTION BATTERIES UNLTD INC	360.88	N
130886	11/05/2019	AMAZON CAPITAL SERVICES, INC.	504.67	N
130887	11/05/2019	ASPHALT & CONCRETE MATERIALS	158.51	N
130888	11/05/2019	AT&T MOBILITY LLC	93.82	N
130889	11/05/2019	AWARDS AND MORE COMPANY	67.83	N
130890	11/05/2019	AWAREITY INC	132.00	N
130891	11/05/2019	AYALA, BRIAN	43.86	N
130892	11/05/2019	BADGER BODY & TRUCK EQUIP CO INC	2,329.00	N
130893	11/05/2019	BARCAL, ROSE	550.39	N
130894	11/05/2019	BIG RIG TRUCK ACCESSORIES	1,851.76	N
130895	11/05/2019	BISHOP BUSINESS EQUIPMENT	1,416.61	N
130896	11/05/2019	BLACK HILLS ENERGY	1,825.05	N
130897	11/05/2019	BLAND, TRAVIS	120.39	N
130898	11/05/2019	BOARD OF EXAMINERS-CTY HWY AND	50.00	N
130899	11/05/2019	BOB'S RADIATOR REPAIR CO INC	220.00	N
130900	11/05/2019	BRITE IDEAS DECORATING	1,164.00	N
130901	11/05/2019	CATHERINE DEMES MAYDEW	1,560.00	N
130902	11/05/2019	CELLEBRITE INC	3,850.00	N
130903	11/05/2019	CENTER POINT, INC.	44.34	N
130904	11/05/2019	CENTURY LINK	444.37	N
130905	11/05/2019	CENTURY LINK BUSN SVCS	303.71	N
130906	11/05/2019	CINTAS CORPORTATION	493.15	N
130907	11/05/2019	CITY OF PAPILLION	188,687.00	N
130908	11/05/2019	COMP CHOICE INC	302.50	N
130909	11/05/2019	CONSOLIDATED MANAGEMENT CO	242.36	N
130910	11/05/2019	CORE PRODUCTS LLC	564.07	N
130911	11/05/2019	CORNHUSKER INTL TRUCKS INC	2,024.77	N
130912	11/05/2019	COX COMMUNICATIONS, INC.	147.03	N
130913	11/05/2019	CULLIGAN OF OMAHA	26.00	N
130914	11/05/2019	D & K PRODUCTS	779.20	N
130915	11/05/2019	DEBRA HALE	335.50	N
130916	11/05/2019	DELL MARKETING L.P.	869.96	N
130917	11/05/2019	DEMCO INCORPORATED	139.95	N
130918	11/05/2019	DIAMOND BLADE DISTRIBUTORS LLC	957.00	N
130919	11/05/2019	DXP ENTERPRISES INC	515.36	N

User: KOLSON

DB: La Vista

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Check #	Check Date	Vendor Name	Amount	Voided
130920	11/05/2019	FEDEX	27.14	N
130921	11/05/2019	FILTER CARE OF NEBRASKA	92.65	N
130922	11/05/2019	FIRST NATIONAL BANK FREMONT	172,317.50	N
130923	11/05/2019	FITZGERALD SCHORR BARMETTLER	25,212.40	N
130924	11/05/2019	FLAGSHOOTER INC	200.98	N
130925	11/05/2019	FLEETPRIDE	14.98	N
130926	11/05/2019	FOCUS PRINTING	3,388.10	N
130927	11/05/2019	G I CLEANERS & TAILORS	64.00	N
130928	11/05/2019	GENERAL FIRE & SAFETY EQUIP CO	1,209.00	N
130929	11/05/2019	GENUINE PARTS COMPANY-OMAHA	876.13	N
130930	11/05/2019	GUSTAFSON, MARCIA	203.00	N
130931	11/05/2019	HANEY SHOE STORE	150.00	N
130932	11/05/2019	HEIMES CORPORATION	97.24	N
130933	11/05/2019	HERRICK, ANGELA DAWN	40.00	N
130934	11/05/2019	HOME DEPOT CREDIT SERVICES	39.97	N
130935	11/05/2019	HUNTEL COMMUNICATIONS, INC	1,484.25	N
130936	11/05/2019	HY-VEE INC	457.03	N
130937	11/05/2019	INDUSTRIAL SALES COMPANY INC	115.59	N
130938	11/05/2019	INGRAM LIBRARY SERVICES	1,357.02	N
130940	11/05/2019	INLAND TRUCK PARTS	36.46	N
130941	11/05/2019	INTERSTATE POWER SYSTEMS INC	172.17	N
130942	11/05/2019	J & J SMALL ENGINE SERVICE	459.48	N
130943	11/05/2019	JOHNSON CONTROLS FIRE PROTECTIO	267.06	N
130944	11/05/2019	JOHNSON, ALLEN L.	611.00	N
130945	11/05/2019	JOHNSTONE SUPPLY CO	15.56	N
130946	11/05/2019	K & K MASONRY, INC.	4,500.00	N
130947	11/05/2019	KANOPI, INC.	59.00	N
130948	11/05/2019	KRIHA FLUID POWER CO INC	803.01	N
130949	11/05/2019	LARSEN SUPPLY COMPANY	661.80	N
130950	11/05/2019	LAUSTEN, ROBERT S	879.84	N
130951	11/05/2019	LIONHEART ENTERPRISES LLC	441.22	N
130952	11/05/2019	LOGAN CONTRACTORS SUPPLY	100.56	N
130953	11/05/2019	LOVELAND GRASS PAD	34.11	N
130954	11/05/2019	MARTIN ASPHALT - MONARCH OIL	407.00	N
130955	11/05/2019	MENARDS-RALSTON	287.29	N
130956	11/05/2019	METRO AREA TRANSIT	535.00	N
130957	11/05/2019	METROPOLITAN COMMUNITY COLLEG	13,394.09	N
130958	11/05/2019	METROPOLITAN UTILITIES DIST.	7,515.60	N
130961	11/05/2019	MIDLANDS BUSINESS JOURNAL	75.00	N
130962	11/05/2019	MIDWEST TAPE	25.18	N
130963	11/05/2019	MIDWEST TURF & IRRIGATION	38.36	N
130964	11/05/2019	MNJ TECHNOLOGIES DIRECT INC	780.00	N
130965	11/05/2019	MOBOTREX, INC.	304.00	N
130966	11/05/2019	MONTANEZ, FERNANDO	431.36	N
130967	11/05/2019	MSC INDUSTRIAL SUPPLY CO	757.37	N
130968	11/05/2019	NEBRASKA ENVIRONMENTAL PRODUC	4,650.00	N
130969	11/05/2019	NEBRASKA IOWA INDL FASTENERS INC	106.02	N
130970	11/05/2019	NOBBIES INC	28.81	N
130971	11/05/2019	NORTON, JODI	335.50	N
130972	11/05/2019	ODEYS INCORPORATED	264.30	N
130973	11/05/2019	OFFICE DEPOT INC	501.11	N
130974	11/05/2019	OMAHA PUBLIC POWER DISTRICT	3,954.23	N
130975	11/05/2019	OMAHA TACTICAL LLC	600.00	N
130976	11/05/2019	OVERHEAD DOOR COMPANY OF OMA	37.00	N
130977	11/05/2019	PATRICIA ROBEY	203.00	N
130978	11/05/2019	PER MAR SECURITY SERVICES	111.00	N
130979	11/05/2019	PLAINS EQUIPMENT GROUP	1,138.55	N
130980	11/05/2019	PROJECT LIFESAVER INC	41.18	N
130981	11/05/2019	QUALITY AUTO REPAIR & TOWING	109.00	N
130982	11/05/2019	QUICK, TERRILYN	335.50	N

User: KOLSON

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
130983	11/05/2019	RAY ALLEN MANUFACTURING CO INC	33.98	N
130984	11/05/2019	READY MIXED CONCRETE COMPANY	2,765.29	N
130985	11/05/2019	RED WING BUSINESS ADVANTAGE ACC	150.00	N
130986	11/05/2019	REGAL AWARDS INC.	151.00	N
130987	11/05/2019	ROBERT T. HENNICH	1,600.00	N
130988	11/05/2019	SAPP BROS PETROLEUM INC	508.75	N
130989	11/05/2019	SARPY COUNTY CHAMBER OF COMME	75.00	N
130990	11/05/2019	SCHEMMER ASSOCIATES INC	1,582.50	N
130991	11/05/2019	SIGN IT	30.00	N
130992	11/05/2019	SOUTHERN UNIFORM & EQUIPMENT	50.00	N
130993	11/05/2019	STOLTENBERG NURSERIES	264.00	N
130994	11/05/2019	STREAMLIGHT INC	282.40	N
130995	11/05/2019	SUSPENSION SHOP INCORPORATED	1,699.28	N
130996	11/05/2019	THE FILTER SHOP, INC.	206.88	N
130997	11/05/2019	THE HARRY A KOCH COMPANY	10,197.00	N
130998	11/05/2019	TORNADO WASH LLC	200.00	N
130999	11/05/2019	TRUCK CENTER COMPANIES	735.80	N
131000	11/05/2019	TY'S OUTDOOR POWER & SVC INC	520.00	N
131001	11/05/2019	U.S. CELLULAR	1,439.33	N
131002	11/05/2019	UNITED DISTRIBUTORS INC	78.48	N
131003	11/05/2019	UNITED PARCEL SERVICE	96.98	N
131004	11/05/2019	VAL VERDE ANIMAL HOSPITAL INC	101.92	N
131005	11/05/2019	VERIZON CONNECT NWF, INC.	566.72	N
131006	11/05/2019	VERIZON WIRELESS	210.91	N
131007	11/05/2019	WAL-MART COMMUNITY BRC	735.97	N
131008	11/05/2019	WICK'S STERLING TRUCKS INC	10.69	N
TOTAL:				1,851,429.26

APPROVED BY COUNCIL MEMBERS ON: 11/05/2019

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2019 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR PUD SITE PLAN – STRECK, INC, LOTS 1 & 16, HARRISON HILLS (S 118 TH ST & EMILINE ST)	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG SENIOR PLANNER

SYNOPSIS

A public hearing has been scheduled and a resolution prepared to approve a PUD Site Plan and a PUD ordinance prepared to allow for an industrial campus plan for the Streck, Inc., located on approximately 30.04 acres southeast of 118th and Emilie Streets.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by Streck, Inc. for a PUD Site Plan and PUD ordinance, for approximately 30.04 acres platted as Lots 1 & 16, Harrison Hills. The PUD is located southeast of 118th and Emilie Streets.

The application for the PUD site plan and PUD ordinance is to allow for an industrial campus plan detailing Phase 1 design and future developments. Notable aspects of the PUD ordinance include:

1. A phased development plan that includes conceptual layout of phases beyond the Phase 1 design.
2. The PUD Ordinance provides allowances that relax design requirements required under the Gateway Corridor District for building faces that would attach to proposed future additions.

A detailed staff report is attached.

The Planning Commission held a public hearing on October 17, 2019 and unanimously voted to recommend approval of the PUD, as the PUD request is consistent with the Comprehensive Plan and the Zoning ordinance.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN FOR LOTS 1 & 16 HARRISON HILLS, LOCATED IN THE NW 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Streck, Inc., has made an application for approval of a PUD site plan for Lots 1 & 16 Harrison Hills; and

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

WHEREAS, the La Vista Planning Commission reviewed the application on October 17, 2019 and recommends approval;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the PUD site plan for Lots 1 & 16, Harrison Hills, located in the Northwest 1/4 of Section 17, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located south of the intersection of S 117th Street and Emilie Street be, and hereby is, approved.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2019.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO.

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

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

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

LEGAL DESCRIPTION

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

Section 2. The Streck PUD is hereby adopted to provide for the development of planned mixed-use industrial campus. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

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

- A. "Developer" shall mean Streck, Inc., their successors and assigns.
- B. "Gateway Corridor District" or "La Vista Gateway Corridor District" shall mean the City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.
- C. "Mixed-use Industrial Campus" shall mean a development of related and/or attached buildings that are used primarily for manufacturing, warehousing, office activities.
- D. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well landscaped pedestrian places, drainage basins, and roof gardens.
- E. "Streck PUD" shall mean the planned unit development that is subject to this Ordinance, as developed and approved, that outlines certain provisions for the development of the Subdivision and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.
- F. "Plat" or "the Plat," shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.
- G. "Subdivision" shall mean the 30.65 acres of land described in Exhibit "A" hereto, to be known as "Streck"

Section 4. Planned Unit Development Site Plan

Attached hereto and made a part of Streck PUD for parcel delineation is the Planned Unit Development Site Plan for the Streck PUD marked as Exhibit "B".

Section 5. Conceptual Site Plan

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

Section 6. Building Design Guidelines and Criteria

Except as otherwise provided in Subsection 7C below, all applications shall adhere to requirements of the City's Commercial Building Design Guide and Criteria dated September 17, 2013 as adopted within the La Vista Gateway Corridor District, subject to any additions, subtractions, or modifications from time to time, ("Commercial Building Design Guide and Criteria"). Prior to issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria.

Section 7. Conditions

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

A. General Conditions

In addition, the following general site plan criteria shall be integrated into and made part of the Streck PUD.

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

B. Land Use Design Criteria

Unless provided otherwise in this Streck PUD, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate commercial zoning district shall apply to any development within Lots 1 and 16 Harrison Hills. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berming and landscaping.

- i. The intent of the design and layout of Lots 1 and 16, Harrison Hills is to develop the site as a mixed-use industrial campus.
 - a. Building Height. Permitted building heights shall be the same as those listed in the I-1 Light Industrial District regulations unless otherwise approved by the City Council as part of a PUD Plan.
 - b. Building Setback. Building setbacks shall be the same as those listed in the I-1 Light Industrial District regulations unless otherwise approved by the City Council as part of a PUD Plan.
 - c. Landscaping. Landscaping throughout the Subdivision shall be consistent with the PUD Site Plan map set, Exhibit "B" and the City's Commercial Building Design Guide and Criteria. A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Streck.
 - d. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

C. Commercial Building Design Guide and Criteria

All applications and improvements shall adhere to requirements of the City's Commercial Building Design Guide and Criteria. Provided, however, north and south faces of Building #1 where they will adjoin future buildings, and parts of the faces of such future buildings where they will adjoin additional future buildings, as depicted in Exhibit "C," (all future buildings in Exhibit C together shall be referred to herein as "Future Phases") shall not be required to comply with the structural design requirements of the Commercial Building Design Guide and Criteria. Developer intends to construct such Future Phases within 7 - 10 years, which Future Phases, upon completion, shall adhere to requirements of the Commercial Building Design Guide and Criteria. If such Future Phases are not constructed within 10 years of the issuance of a Certificate of Occupancy on Building #1, Developer shall plant a row of overstory trees along the north and south faces of Building #1, and along the face of any other building, or portion thereof, that does not adjoin another building or satisfy the requirements of the Commercial Building Design Guide and Criteria. Trees shall be planted at a spacing of one (1) tree per forty (40) feet. The species of tree selected shall be from Exhibit "A" of the City's Commercial Building Design Guide and Criteria.

D. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.
- ii. Off Street Parking. Parking on lots in Lots 1 and 16 should be provided based on the Off Street Parking Requirements table on the Planned Unit Development Site Plan marked as Exhibit "B".

Section 8. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 9. That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2019.

CITY OF LA VISTA

ATTEST:

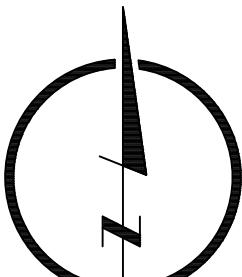
Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

EXHIBIT A

Lots 1 and 16, Harrison Hills located in the NW $\frac{1}{4}$, Section 17, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska (To be replatted as Lot 1 Harrison Hills Replat 7).

EXHIBIT B



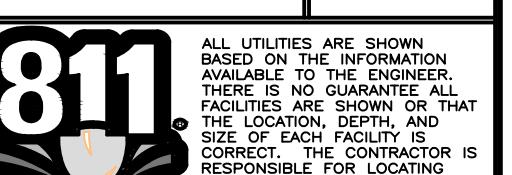
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PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT
SITE PLAN EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA



ALL UTILITIES ARE SHOWN AS INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE THAT THE SIZE OF EACH FACILITY IS ACCURATE. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISONS

10/15/2019

PROJECT NUMBER

0118087.01

BOOK AND PAGE

DESIGNER / DRAFTER

DATE

10/15/2019

PROJECT NUMBER

0118087.01

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DATE

10/15/2019

PROJECT NUMBER

EXHIBIT C



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PPUD-19-0002

For Hearing of: November 5, 2019
Report Prepared on: October 29, 2019

I. GENERAL INFORMATION

A. APPLICANT: Streck, Inc.

B. PROPERTY OWNER(S):

Streck Inc.
7002 S 109th Street
La Vista, NE 68128

C. LOCATION: Southeast of the intersection of S 118th Street and Emilie Street.

D. LEGAL DESCRIPTION: Lots 1 and 16 Harrison Hills

E. REQUESTED ACTION(S):

1. Rezone to extend the Planned Unit Development (PUD) zoning overlay from Lot 1 Harrison Hills to Lot 16 Harrison Hills.
2. PUD Site Plan amendment to allow for the development of a phased industrial campus development.

F. EXISTING ZONING AND LAND USE:

Lot 1 Harrison Hills: I-1 Light Industrial, Gateway Corridor District (Overlay District), and PUD District (Overlay District); the property is currently vacant.

Lot 16 Harrison Hills: I-1 Light Industrial, Gateway Corridor District (Overlay District); the property is currently vacant.

G. PROPOSED USES:

Developer wishes to construct a phased industrial campus development which includes the uses of *Light Manufacturing, Medical and Dental Laboratories, General Warehousing*, and associated accessory uses.

H. SIZE OF SITE: 30.04 Acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The existing site is vacant ground. There is a slight downward grade toward the south.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District); Vacant
- 2. **East:** Harrison Hills Apartments; R-3 High Density Residential with a Gateway Corridor Overlay (Overlay District); Multi-family Residential
- 3. **South:** Harrison Hills Industrial; I-1 Light Industrial; Vacant.
- 4. **West:** Tax Lots 11 & 15 17-42-12; C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District); Vacant (former sod farm)

C. RELEVANT CASE HISTORY:

- 1. The original plat for Harrison Hills was approved by City Council on October 5, 1999.
- 2. Lot 1 Harrison Hills was rezoned from C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District) to I-1 Light Industrial with a Gateway Corridor Overlay (Overlay District) and PUD District (Overlay District) on May 16, 2017.

D. APPLICABLE REGULATIONS:

- 1. Chapter 3 of the La Vista Comprehensive Plan – Future Land Use Plan
- 2. Section 5.13 of the Zoning Regulations – I-1 Light Industrial District
- 3. Section 5.15 of the Zoning Regulations – PUD – Planned Unit Development District (Overlay District)
- 4. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)

III. ANALYSIS

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

B. OTHER PLANS: N/A

C. TRAFFIC AND ACCESS:

- 1. Access to the lot is provided through frontages along 118th Street and Emiline Street.
- 2. Applicant has provided a traffic impact study in relation to the development of this project. The study, dated October 2019, finds that "the lane configuration of the existing roadway network has the capacity to handle the anticipated trips generated from the proposed development."

The traffic study also concludes that the unsignalized intersection of 115th Street/116th Street and Harrison Street is not anticipated to warrant the need for a traffic signal within the scenarios of the study.

The study recommends the addition of a permissive/protective phase for the southbound left and eastbound left turning movements for the traffic signal at the intersection of 118th Street/Harry Anderson Boulevard and Harrison Street.

The traffic study is currently under review by the City of Omaha to consider the addition of the aforementioned permissive/protective phase as the traffic signals along Harrison Street are owned and operated by Omaha.

D. UTILITIES: The property has access to sewer, water, gas, power and communication utilities.

E. PARKING REQUIREMENTS:

The plans indicate approximately 386,472 square feet of combined gross floor area between the Phase 1 building and the five future additions. The proposed campus industrial development includes three different uses; industrial, warehousing and office in large enough quantities to differentiate in consideration of parking counts. The parking stall allotment for each use is broken down below:

Phases		Parking Required	Parking Provided
Phase 1	(Industrial)	27 Stalls	75 Stalls
Future Phases	(Industrial)	44 Stalls	561 Stalls
	(Office)	550 Stalls	
	(Warehouse)	14 Stalls	
Total		635 Stalls	636 Stalls

F. LANDSCAPING:

Separate design review processes will be required for each building phase at the time of development. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition. The PUD Landscape Plan will serve as a general plan for the overall site that will be refined through the design review process for each specific building.

The applicant worked with the City's Design Review Architect regarding the review process for the proposed overall landscape plan and Phase 1 landscaping plan as part of the overall building and site design package. The City's Design Review Architect has recommended approval of the landscaping plans.

G. BUILDING DESIGN:

Separate design review processes will be required for each building phase at the time of development. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition. The PUD Landscape Plan will serve as a general plan for the overall site that will be refined through the design review process for each specific building.

The proposed PUD ordinance provides allowances for building faces depicted within the PUD Phasing Plan to front future additions to not be required to meet the Gateway Corridor District requirements.

The building design for Phase 1 is currently under review by the City's Design Review Architect. The design review process needs to be substantially complete prior to the issuance of a building permit.

IV. REVIEW COMMENTS:

1. The applicant has submitted a Phase 1 construction timeline that depicts the completion of construction by mid-November 2020. Future phased development is depicted on the PUD Phasing Plan Exhibit. However, no timeline is provided for the future phases.
2. The Papillion Fire Marshall's office has noted that the Fire Department approves of the PUD Amendment as long as the proposed development complies with emergency responder radio coverage requirements. This shall be verified by the Papillion Fire Department upon the completion of construction.
3. The development will need to obtain FAA approval prior to the issuance of a building permit.
4. The PUD ordinance for this project will include language that identifies that the sanitary sewer connection fee and the storm water management fees can be collected by phase and identify the acreage to be calculated for collection for each phase.
5. To meet the requirements of Section 5.15.04.21, applicant has submitted a photometric plan that depicts the lighting impacts of the proposed development. Based on the levels depicted within the photometric plan it is concluded that the lighting proposed will not have a significant impact upon adjoining residential properties.

V. PLANNING COMMISSION RECOMMENDATION – ZONING MAP AMENDMENT:

The Planning Commission held a public hearing on October 17, 2019 and voted 7-0, with one abstention, to approve of the Zoning Map Amendment to add a Planned Unit Development (PUD) Overlay on Lot 16 Harrison Hills as the Zoning Map Amendment request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. STAFF RECOMMENDATION – PUD ORDINANCE AND ZONING MAP AMENDMENT:

Approval of the PUD Ordinance and Zoning Map Amendment to add a Planned Unit Development (PUD) Overlay on Lot 16 Harrison Hills as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. PLANNING COMMISSION RECOMMENDATION – PUD SITE PLAN:

The Planning Commission held a public hearing on October 17, 2019 and voted 7-0, with one abstention, to approve of the PUD Site Plan for a phased industrial campus development contingent on satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VIII. STAFF RECOMMENDATION – PUD SITE PLAN:

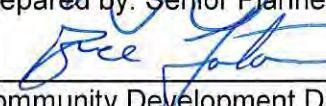
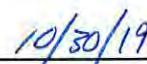
Approval of the PUD Site Plan for a phased industrial campus development contingent on satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

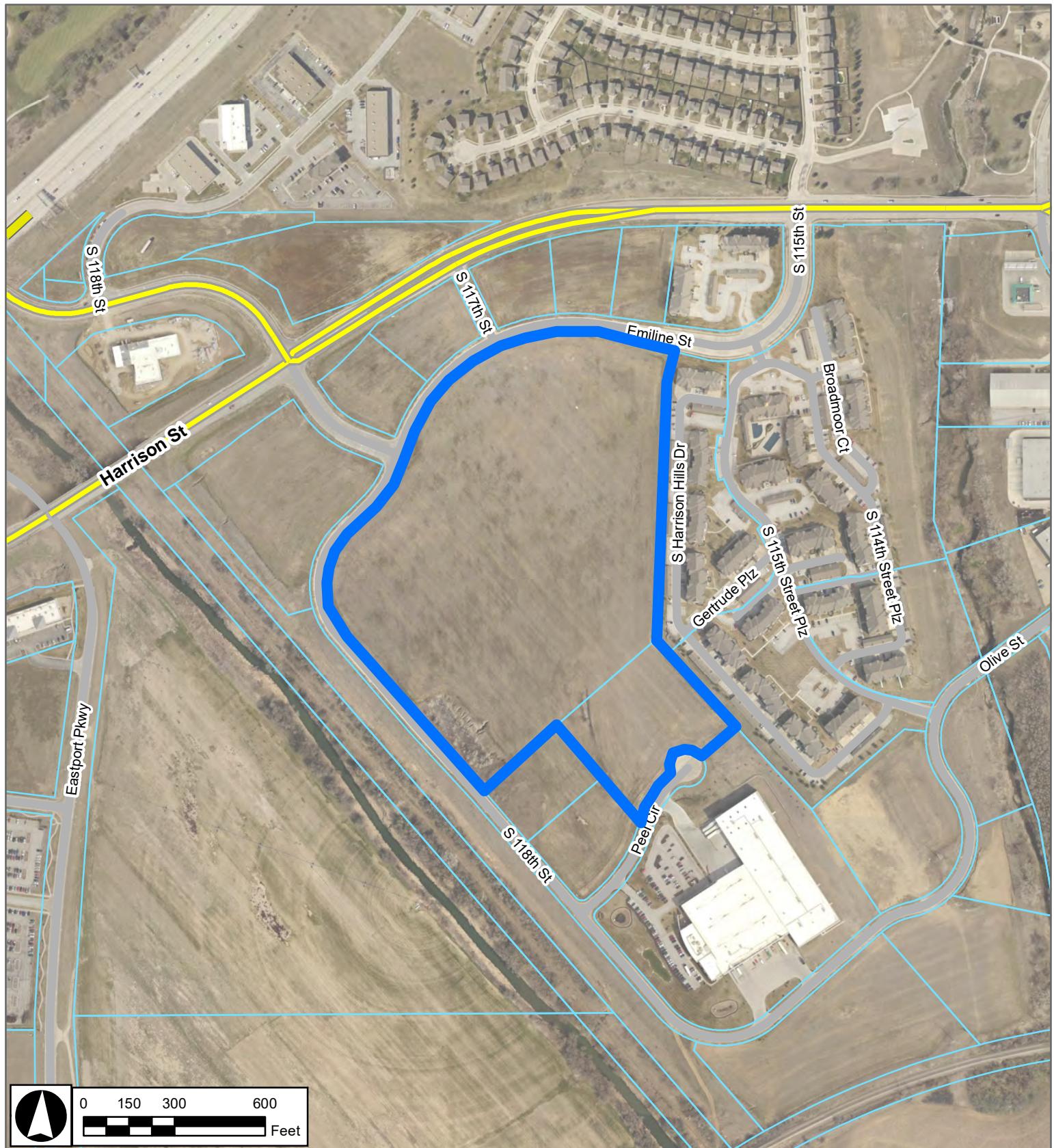
IX. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review and Consultant Response Letters
3. PUD Site Plan Map Set
4. Traffic Impact Study (Without Appendices)

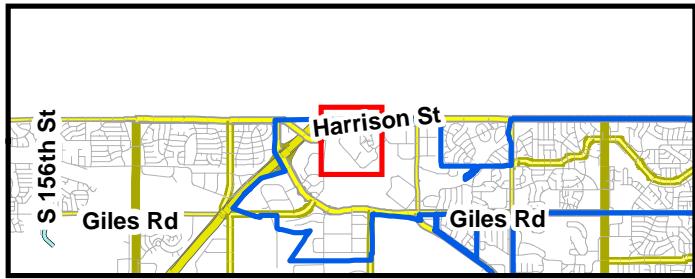
X. COPIES OF REPORT TO:

1. Constance Ryan, Streck, Inc.
2. Randy Kuszak, Lamp Rynearson
3. Public Upon Request


Prepared by: Senior Planner

Community Development Director 
Date



Project Vicinity Map



Planned Unit Development - Streck, Inc. Lots 1 & 16 Harrison Hills

10/11/2019

CB





August 20, 2019

Randy Kuszak
Lamp Rynearson
14710 W Dodge Road
Omaha, NE 68154

RE: Planned Unit Development – Initial Review
Streck, Inc. – Harrison Hills

Mr. Kuszak,

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. Section 5.15.03 – The zoning listed on the PUD Site Plan needs to be corrected to I-1 PUD, Gateway Corridor District (Overlay District) to reflect the actual zoning.

The front yard setback listed on the PUD Site Plan needs to be adjusted to include language that notes the required setback (60 feet) if there is parking in the front yard.

Signage needs to be removed from the PUD Site Plan. Additionally, a 100 square foot monument sign will not be allowed. The additional monument sign along Emilie Street at 117th will not be acceptable. A directional sign, as per the zoning ordinance, would be acceptable in this location.

2. Section 5.15.04.03 & 5.15.04.03 - The August 2019 Draft Traffic Study suggests a permissive/protective eastbound left is already required at 118th and Harrison Streets, however, an August 16, 2019 Traffic Study provided by Felsburg Holt and Ullevig for the Lot 3 gas station and convenience market suggests that permissive/protective movements should not yet be installed as the left turns do not meet the City of Omaha's "Warrants for Left Turn Arrow Installation" requirements. The Lot 3 Study evaluates MUTCD Signal Warrants 1 and 2 whereas the applicant's study evaluates Warrant 3. The Lot 3 traffic study as well as the applicant's study should be coordinated, and the coordinated efforts should be resubmitted to the City of Omaha and the City of La Vista for further review.

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

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

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

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

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

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

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

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

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

The applicant's study should also evaluate the traffic control configuration at 118th and Emilie Streets as to ensure queuing will not cause back up on to Harrison Street. Applicant's traffic study suggests traffic generation consistent with General Office use whereas it is anticipated that the PUD will have a combination of office and other commercial/industrial uses. It is anticipated that a maximum of 500 employees are use this facility at build out in both office and other commercial/industrial uses, however, the traffic numbers used were for general office use only. Trips should be evaluated for a combined use as well as to check that the modeling has taken into account the more conservative approach.

3. Section 5.15.04.04 - On the Emergency Vehicle Access Exhibit, the proper apparatus turning radii and proper vehicle sizes were not used. Attached to this letter is a template displaying the proper emergency vehicle turn dimensions.

Applicant should be aware that this project will possibly require private fire hydrants as new buildings and additions are added.

4. Section 5.15.04.06 - Proposed trash enclosure(s) and or compactor(s) need to be identified on the PUD plan with appropriate screening. Note that enclosures must abide by Section 7.17.04.03 of the Zoning Ordinance and the Gateway Corridor District Design Guideline in regards to design and construction.

Provide an elevation and section views of the retaining wall area along the east property line. Such depictions should include proposed landscaping.

5. Section 5.15.04.07 - Parking requirements should be based upon expected component uses of the office and other commercial/industrial uses rather than a blanket rate for all buildings based upon gross floor area.
6. Section 5.15.04.15 - PUD plan needs to show five foot (5') wide sidewalks on all public street frontages. Sidewalk construction can be phased with the development phasing.
7. Section 5.15.04.17-20 - The overall site and landscape plans are 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 for these plans needs to be substantially complete prior to proceeding through City Council approval process.

Separate design review processes will be required for each building phase at the time of development. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition.

8. Section 5.15.04.21- Exterior lighting needs to be addressed and shown on the PUD plan. It will need to be determined that the proposed lighting does not adversely impact the adjacent apartments. Please submit a detailed photometric plan to support this requirement.

Site lighting needs to abide by the Gateway Corridor District Design Guideline. See the Guideline for the parking lot light fixture and pole required for developments within the Gateway Corridor District.

9. Section 5.15.05.02, Subsection 2 - Height of each proposed structure needs to be addressed within the PUD plan. FAA maximum height requirements will also need to be confirmed.
10. Section 5.15.05.02 Subsection 4 - Ensure pedestrian walkways for internal circulation and connections to the perimeter sidewalk are adequate.
11. Section 5.15.05.03 Subsection 7 - Need to identify in PUD ordinance for this project that the sanitary sewer connection fee and the storm water management fees can be collected by phase and identify the acreage to be calculated for collection for each phase.

Please submit 4 full size revised copies of the plat and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed.

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

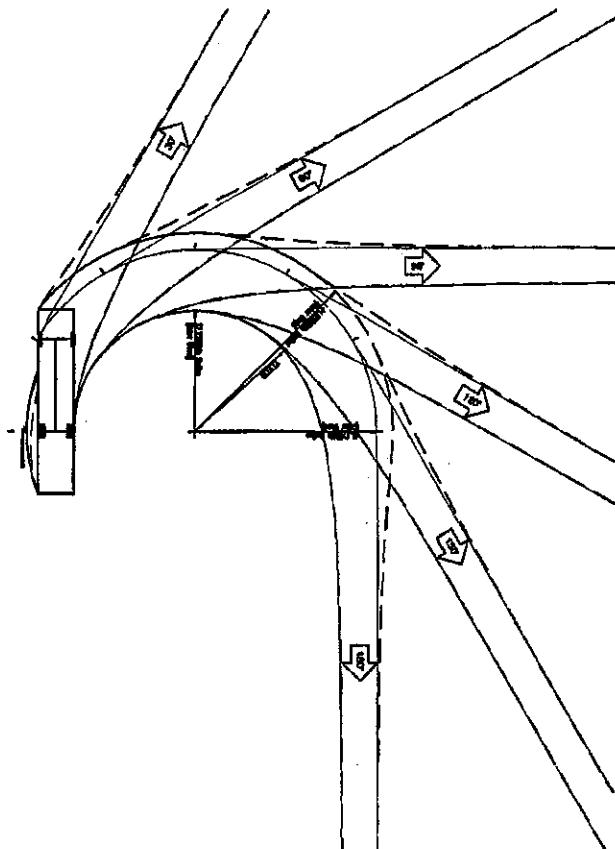
Thank you,



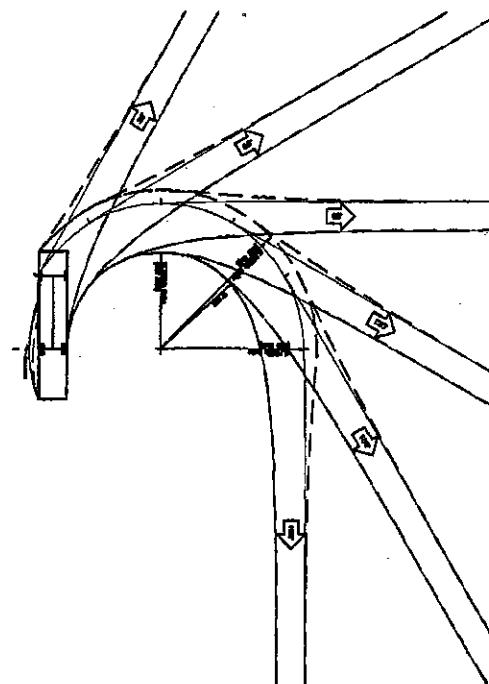
Christopher Solberg, AICP
Senior Planner

cc:

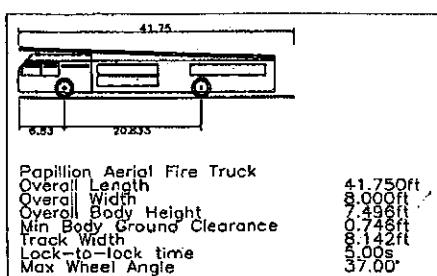
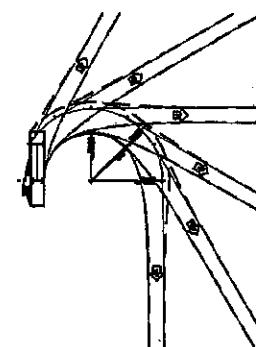
John Kottmann, City Engineer
Pat Dowse, City Engineer
Constance Ryan, Streck, Inc.



1"=40' Scale Template



1"=50' Scale Template



1"=100' Scale Template



City of Papillion

Public Works Department
145 West Second Street
Papillion, NE 68046
Ph: 402-597-2043

Drawn By: DWG Checked By: DWG Date: 7/24/14

Project Title

Emergency Vehicle Turn Template

Sheet Title

1"=40'/50'/100' Scale Template

Revision Dates

No.	Description	Date

Sheet Number

Sheet 3 of 3

VIA Email

October 2, 2019

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

Mr. Christopher Solberg, AICP
City of La Vista
Senior Planner
8116 Park View Blvd
La Vista, NE 68128

Reference: Streck, Inc. – Harrison Hills
 Review Submittal Comments
 Project No.: 0118087.03-004

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's initial PUD review letter dated August 20, 2019, the City of La Vista's Administrative Plat review letter dated August 20, 2019, and the Schemmer PUD Landscaping design review letter dated September 9, 2019, regarding the Streck, Inc. – Harrison Hills, Planned Unit Development submittal.

City of La Vista PUD Initial Review Comments:

1. Section 5.15.03 – The zoning listed on the PUD Site Plan needs to be corrected to I-1 PUD, Gateway Corridor District (overlay District) to reflect the actual zoning.

Response: Agreed, the zoning listed on the PUD Site Plan has been updated.

The front yard setback listed on the PUD Site Plan needs to be adjusted to include language that notes the required setback (60 feet) if there is parking in the front yard.

Response: Agreed, the front yard setback listed on the PUD Site Plan has been updated.

Signage needs to be removed from the PUD Site Plan. Additionally, a 100 square foot monument sign will not be allowed. The additional monument sign along Emilie Street at 117th will not be acceptable. A directional sign, as per the zoning ordinance, would be acceptable in this location.

Response: The request for a 100 square foot monument sign has been removed from the PUD Site plan. We have revised the PUD Site Plan to indicate two monument sign locations which will comply with a maximum of 32 square feet of sign area each.

2. Section 5.15.04.03 & 5.15.04.03 – The August 2019 Draft Traffic Study suggests a permissive/protective eastbound left is already required at 118th and Harrison Streets, however, an August 16, 2019 Traffic Study provided by Felsburg Holt and Ullevig for the Lot 3 gas station and convenience market suggests that permissive/protective movements should not yet be installed as the left turns do not meet the City of Omaha's "Warrants for Left Turn Arrow Installation" requirements. The Lot 3 Study evaluates MUTCD Signal Warrants 1 and 2 whereas the applicant's study evaluates Warrant 3. The Lot 3 traffic study as well as the applicant's study

should be coordinated, and the coordinated efforts should be resubmitted to the City of Omaha and the City of La Vista for further review.

Response: We have coordinated with the Lot 3 Study and have included the data in the Draft Traffic Study.

The applicant's study should also evaluate the traffic control configuration at 118th and Emilie Streets as to ensure queuing will not cause back up on to Harrison Street. Applicant's traffic study suggests traffic generation consistent with General Office use whereas it is anticipated that the PUD will have a combination of office and other commercial/industrial uses. It is anticipated that a maximum of 500 employees are use this facility at build out in both office and other commercial/industrial uses, however, the traffic numbers used were for general office use only. Trips should be evaluated for a combined use as well as to check that the modeling has taken into account the more conservative approach.

Response: The study has been updated to evaluate the 118th and Emilie Street intersection to ensure queuing will not back up into Harrison St as well as to evaluate the combined uses to take into account the most conservative approach.

3. Section 5.15.04.04 – On the Emergency Vehicle Access Exhibit, the proper apparatus turning radii and proper vehicle sizes were not used. Attached to this letter is a template displaying the proper emergency vehicle turn dimensions.

Response: Agreed, the vehicle has been updated per the provided vehicle template.

Applicant should be aware that this project will possibly require private fire hydrants as new buildings and additions are added.

Response: Agreed, private fire hydrants will be address with the building permit plan sets for each phase of construction.

4. Section 5.15.04.06 – Proposed trash enclosure(s) and or compactor(s) need to be identified on the PUD plan with appropriate screening. Note that enclosures must abide by Section 7.17.04.03 of the Zoning Ordinance and the Gateway Corridor District Design Guideline in regards to design and construction.

Response: A trash enclosure is not proposed for the project. All compactors and other equipment have been identified in the PUD site plan and landscape plan with appropriate screening.

Provide an elevation and section views of the retaining wall area along the east property line. Such depictions should include proposed landscaping.

Response: A profile view and section view have been added for the retaining wall on the PUD site grading plan. Proposed retaining wall block information has also been added to the plan.

5. Section 5.15.04.07 – Parking requirements should be based upon expected component uses of the office and other commercial/industrial uses rather than a blanket rate for all buildings based upon gross floor area.

Response: Agreed, parking requirements have been updated based upon the use of each proposed building.

6. Section 5.15.04.15 – PUD plan needs to show five foot (5') wide sidewalks on all public street frontages. Sidewalk construction can be phased with the development phasing.

Response: Agreed. Phase 1 sidewalk will include sidewalk along Peel Circle.

7. Section 5.15.04.17-20 – The overall site and landscape plans are 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 for these plans needs to be substantially complete prior to proceeding through City Council approval process.

Response: Agreed.

Separate design review processes will be required for each building phase at the time of development. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition.

Response: Agreed.

8. Section 5.15.04.21 – Exterior lighting needs to be addressed and shown on the PUD plan. It will need to be determined that the proposed lighting does not adversely impact the adjacent apartments. Please submit a detailed photometric plan to support this requirement.

Response: A photometric plan has been included in with the resubmittal.

Site lighting needs to abide by the Gateway Corridor District Design Guideline. See the Guideline for the parking lot light fixture and pole required for developments within the Gateway Corridor District.

Response: Agreed.

9. Section 5.15.05.02, Subsection 2 – Height of each proposed structure needs to be addressed within the PUD plan. FAA maximum height requirements will also need to be confirmed.

Response: The maximum height off all proposed structures is 55'. We have submitted requests for determinations for the corners off all Phase 1 and future buildings to the FAA. We will forward the results of those determinations when they are completed. We've included documentation of the submittals as well as previous submittals for the subject property.

10. Section 5.15.05.02 Subsection 4 – Ensure pedestrian walkways for internal circulation and connections to the perimeter sidewalk are adequate.

Response: Pedestrian walkways have revised and provide adequate internal circulation and connections to the perimeter sidewalk.

11. Section 5.15.05.03 Subsection 7 – Need to identify in PUD ordinance for this project that the sanitary sewer connection fee and the storm water management fees can be collected by phase and identify the acreage to be calculated for collection for each phase.

Response: We have added a PUD Development Fee Phase table to the PUD Phasing Plan Exhibit.

City of La Vista Administrative Plat Initial Review Comments:

1. Section 3.08.02, Subsection 5 – Surveyor's Certification needs to be revised to match the language in Section 10.02 of the Subdivision Regulations.

Response: Agreed, the Administrative Plat Surveyor's Certification has been revised.

2. Section 3.08.03, Subsection 2 – If there are utility easements along lot lines of Harrison Hills Lot 1 and Lot 16 that the applicant may desire to be released, the releases will need to be prepared and ready to record in advance of recording the administrative plat. Appears that the contemplated future south building would encroach on said easements.

Response: We have reached out to utility companies to release the easements along the lot line boundary between Harrison Hills Lot 1 and Lot 16. The utility companies are unwilling to release these easements prior to recording of the administrative plat. We have attached a letter of response from OPPD in regard to the release request. We do believe that the release of these easements should hold up the administrative plat, as this is not a requirement that we are aware of in the Subdivision Regulations.

3. Section 3.08.04 – If the traffic study results in requiring public improvements, then this may disqualify this from being an administrative plat. If the public improvements are addressed in the PUD process, it may be possible to process a waiver of subdivision regulations in conjunction with the PUD process.

Response: The traffic study indicates that signal head modifications will be required for the intersection of 118th Street and Harrison Street. No other improvements were identified. As the traffic study contained information from the Lot 3 development in addition to the subject development, we would request addressing these public modifications through a separate agreement to allow for the administrative plat to be pursued.

4. Traffic Study – It would appear that Lot 3 of Harrison Hills is also being developed on a similar timeframe, which may change the findings of the traffic study. Traffic Study for this development as well as the Lot 3 development should be coordinated and resubmitted to the City of Omaha and to the City of La Vista as to better understand any potential traffic impacts.

Please contact Rob DuVall, P.E., a civil engineer with the civil consultant for the project on Lot 3 (The Schemmer Associates), to coordinate study aspects.

Response: We have coordinated with and included data from the Lot 3 development and incorporated the information into the traffic study. We will submit the study to the City of Omaha concurrent to our submission to the City of Omaha.

Schemmer PUD Landscaping Design Review Comments:

General: The following items were submitted for review: a) Landscape Plan Exhibit Overall Site; b) Landscape Plan Exhibit Phase 1; and c) Grading Plan Exhibit.

1. General: It is understood that building shapes and designs are schematic and often preliminary for PUD applications. As such, a separate landscape plan shall be submitted as part of the Building Design Review Process to insure full compliance and review of landscaping requirements associated with building elements. These would include but are not limited to required plantings adjacent to the base of buildings, plants for screening, etc.

Response: Agreed.

Drawings: Landscape Plan Exhibit Overall Site and Landscape Plan Exhibit Phase 1:

2. (a.) Mulched planting areas are designated as a shaded area with species identified in the schedule. A layout of plantings in these areas will need to be provided as part of the Building Design Review Process to insure full compliance with the Gateway Corridor Design Guidelines. See Section 4, I, D, Section 4, II, C, and Section 4, IV, L.

Response: Agreed. A formal planting layout has been included with the Phase 1 Building Design Review Plan Set. The Overall Site Exhibit has been updated to include plantings along the base of the future buildings via shaded hatched areas and will include full planting layout information accordingly when future phases are submitted for the Building Design Review Process.

3. (b.) The species and sizes indicated in the Plant Schedule are in compliance with the Gateway Corridor Design Guidelines.

Response: Agreed.

4. (c.) Landscape shall be designed to provide natural undulating landscape forms. Avoid consistent straight line plantings. See Section 4, III, F.

Response: Planting locations included for Phase 1 are somewhat restricted in their locations based on the parking lot phasing. Plantings are proposed for perimeter and interior parking lot requirements and are shown in massings and undulating forms where possible. The future phases will allow more opportunities for undulating landscape forms and plantings adjacent to and along the base of the future buildings. All other plantings shown in phase 1 are meeting the side yard and screening requirements. Because of the existing property line elevations and the proposed grading / retaining wall along the east property line, an undulating planting layout is not efficient for meeting the requirements noted in section 7.17.0303.

5. (d.) More information is required regarding the area indicated as "Native Grasses and Forbs." This area should have a consistent appearance to the turf areas and be irrigated.

Response: The area denoted as "native grasses and forbs" have been revised to match the temporary seeding for phase 1 and consist of "superturf 1 LS" by United Seeds, Inc. or approved equal. This turf grass lawn area will now have a consistent aesthetic appearance to the irrigated turf grass sod areas adjacent. Please note, because of the construction/development phasing schedule and locations, this area is proposed to have irrigation and turf grass sod constructed with the future build out phases. Irrigation and turf grass sod are not proposed currently as it is cost prohibitive to install irrigation and sod in areas that will be demolished and torn up with future construction activities.

6. (e.) More information is required regarding the Water Quality Basin. Based on the location, the long term appearance of the basin is in question especially with phased construction on the site.

Response: Phase 1 construction plans call for a non-irrigated “floodplain mixture” per United Seeds, Inc. or approved equal to be installed for final build out during construction. The design intent is that the water quality basin will act as a silt basin during the various phases of construction and will be seeded/matted as well as maintained on a consistent basis to encourage cover vegetation and minimize erosion/sediment runoff. The basin will cycle between temporary silt basin seedings and the permanent “floodplain mixture” as each phase of the project is completed.

7. (f.) All landscaping shall be in compliance with the Landscaping Requirements from the City of La Vista Zoning Ordinance. See Section 4, IV, L.

Response: Agreed.

7.17.0303, 2 requires side yard landscaping abutting a Residential District to form a 6'-0" high hedge screen or a random or informal screen of plant materials substantially blocking the views. The deciduous trees shown along the east property line are not sufficient to substantially block views.

Response: The Phase 1 planting plan and Overall Site Exhibit have been revised to meet the “random or informal screen” requirement via a mixture of large shrubs, evergreen trees, ornamental trees, and large shade trees. Please note that based on the proposed grading along the east property line, the locations of the tree canopies themselves will help substantially block the views onto the site. Wherever large shade trees are planted with potentially larger open space between the ground and bottom of the tree canopy, large shrubs have been planted to help screen the views.

Grading Plan:

8. (a.) Proposed grading as shown on the north and west sides of the property appears consistent and even. Grading with an “engineered feel” is not allowed. See Section 4, III, A. Consider introducing some undulating grading patterns.

Response: The proposed full buildout site grading has been revised to add undulating grading patterns were possible on the north and west sides of the property.

Documents enclosed are as follows:

1. Revised Administrative Plat (4 copies, full-size; 4 copies, 11" x 17");
2. Revised Planned Unit Development Exhibits (4 copies, full-size; 4 copies, 11" x 17");
 - a. P.U.D. Site Plan;
 - b. P.U.D. Phasing Exhibit
 - c. P.U.D. Emergency Vehicle Access Exhibit;
 - d. P.U.D. Landscape Plan Overall;

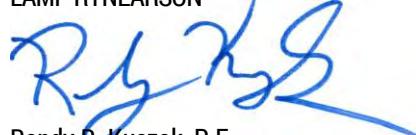
- e. P.U.D. Landscape Plan Phase 1;
- f. P.U.D. Post Construction Stormwater Management Plan;
- g. P.U.D. Grading Plan;
- h. P.U.D. Utility Plan;

3. Revised Surveyor's Certificate (4 copies, 8.5" x 14");
4. Revised Traffic Impact Analysis; (3 copies)

Please call if you have any questions or concerns regarding this submittal.

Sincerely;

LAMP RYNEARSON



Randy R. Kuszak, P.E.
Project Manager

Enclosures

c: John Kottmann
Pat Dowse
Constance Ryan, Streck, Inc.

kmp\L\Engineering\0118087 Streck Labs\DOCUMENTS\LETTERS\RSP Solberg PUD Submittal 190924.docx



October 10, 2019

Randy Kuszak
Lamp Rynearson
14710 W Dodge Road
Omaha, NE 68154

RE: Planned Unit Development – 2nd Review
Streck, Inc. – Harrison Hills

Mr. Kuszak,

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:

City of La Vista PUD Comments:

1. Comment Response #2 – The combined traffic impact study recommends the addition of protected/permissive movements on the signal. As the signal is operated by the City of Omaha, the signal improvements will need to be confirmed by the City of Omaha. Adjustments may be required based on the response from the City of Omaha.
2. Comment Response #5 – Parking requirements were adjusted as to the building uses; however it is unclear if Phase 2 is addressing ADA stall requirements. Phase 1 consists of 75 stalls and appears to be have 3 ADA stalls, 2 of which appear to be intended for van accessibility. Hence, Phase 1 parking meets the minimum requirements of Section 7.08 of the Zoning Ordinance.
3. Comment Response #7 – The revised overall site and landscape plans have been reviewed by the City's Design Review Architect. A separate design review letter has been attached for your review.
4. Comment Response #8 – The photometric plan provided within the resubmittal does not identify the specifications of the light used in the calculations. Please note that the Gateway Corridor District Design Guidelines call for a specific fixture for pole mounted lights.

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

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

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

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

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

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

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

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

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

Additionally, photometric calculations need to be completed up to the eastern edge of the development and include the entire development to analyze impact of the entire development upon residential properties.

5. Comment Response #9 – The property's I-1 Light Industrial zoning requires a maximum building height of 45 feet as per Section 5.13 of the Zoning Ordinance. Applicant will need to submit a formal request to provide for an allowance of a higher building height within the PUD overlay district to allow for the proposed building height of 55 feet. The proposed maximum height needs to also be noted on the overall PUD Site Plan.

FAA concurrence will need to be confirmed prior to issuance of a building permit.

1. Comment Response # 11. Sanitary sewer connection fees and stormwater management fees were noted per the PUD Development Fee Table per the PUD Phasing Plan Exhibit, however the fee rates were not consistent with the current Master Fee Ordinance. Current Watershed Fees are \$4,963/acre (as of 7/1/19) and Sewer Connection Fees are \$7,407/platted acre (as of 1/1/2019).

City of La Vista Administrative Plat Initial Review Comments:

5. Comment Response #3 – If the City of Omaha confirms that traffic signal modifications are required due to the impacts of this project as well as Lot 3, it would appear that the applicant and Lot 3 should work the improvements through a separate agreement, in which each development is responsible for its pro-rata share based upon impacts per each project.

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 Tuesday, October 15, 2019.

The next Planning Commission meeting is Thursday, October 17, 2019 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
Senior Planner

Attachment

cc:

Pat Dowse, City Engineer
Constance Ryan, Streck, Inc.

VIA Email

October 15, 2019

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

Mr. Christopher Solberg, AICP
City of La Vista
Senior Planner
8116 Park View Blvd
La Vista, NE 68128

Reference: Streck, Inc. – Harrison Hills
Planned Unit Development Review Submittal Comments – 2nd Review
Project No.: 0118087.03-004

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's PUD second review letter dated October 10, 2019, and the Schemmeler PUD Landscaping design second review letter dated October 10, 2019, regarding the Streck, Inc. – Harrison Hills, Planned Unit Development submittal.

City of La Vista PUD 2nd Review Comments:

1. Comment Response #2 – The combined traffic impact study recommends the addition of protected/permissive movements on the signal. As the signal is operated by the City of Omaha, the signal improvements will need to be confirmed by the City of Omaha. Adjustments may be required based on the response from the City of Omaha.

Response: Agreed. The traffic study has been submitted to the City of Omaha and will be adjusted as required, based upon their review.

2. Comment Response #5 – Parking requirements were adjusted as to the building uses; however it is unclear if Phase 2 is addressing ADA stall requirements. Phase 1 consists of 75 stalls and appears to be have 3 ADA stalls, 2 of which appear to be intended for van accessibility. Hence, Phase 1 parking meets the minimum requirements of Section 7.08 of Zoning Ordinance.

Response: Phase 2 parking has been revised to include symbols for ADA stalls to meet the requirements of Section 7.08 of the Zoning Ordinance.

3. Comment Response #7 – The revised overall site and landscape plans have been reviewed by the City's Design Review Architect. A separate design review letter has been attached for your review.

Response: Agreed.

4. Comment Response #8 – The photometric plan provided within the resubmittal does not identify the specifications of the light used in the calculations. Please note that the Gateway Corridor District Design Guidelines call for a specific fixture for pole mounted lights.

Additionally, photometric calculations need to be completed up to the eastern edge of the development and include the entire development to analyze impact of the entire development upon residential properties.

Response: An updated photometric plan has been included which provided photometric calculations up to the eastern edge of the development and the entire development. The specifications of the light used in the calculation has been included.

5. Comment Response #9 – The property's I-1 Light Industrial zoning requires a maximum building height of 45 feet as per Section 5.13 of the Zoning Ordinance. Applicant will need to submit a formal request to provide for an allowance of a higher building height within the PUD overlay district to allow for the proposed building height of 55 feet. The proposed maximum height needs to also be noted on the overall PUD Site Plan.

FAA concurrence will need to be confirmed prior to issuance of a building permit.

Response: All proposed building structures are intended to comply with the maximum building height of 45 feet, as per Section 5.13 of the Zoning Ordinance. It is our understanding the code measures building height for non-residential projects from the grade at the highest point to the heights point of the roof structure, and this would not include mechanical equipment. The FAA requires the highest point of proposed structure, which would include any mechanical equipment. Based upon this requirement, although we are only proposing a maximum building height of 45 feet, we are requesting clearance for the FAA of a total height including any mechanical equipment of 55 feet. We believe based upon the proposed condition, a waiver would not be required.

6. Comment Response #11 – Sanitary sewer connection fees and stormwater management fees were noted per the PUD Development Fee Table per the PUD Phasing Plan Exhibit, however the fee rates were not consistent with the current Master Fee Ordinance. Current Watershed Fees are \$4,963/acre (as of 7/1/19) and Sewer Connection Fees are \$7,407/platted acre (as of 1/1/2019).

Response: The PUD Development Fee Table has been updated per the 2019 fees listed above.

City of La Vista Administrative Plat 2nd Review Comments:

1. Comment Response #3 – If the City of Omaha confirms that traffic signal modifications are required due to the impacts of this project as well as Lot 3, it would appear that the applicant and Lot 3 should work the improvements through a separate agreement, in which each development is responsible for its pro-rata share based upon impacts per each project.

Response: Agreed.

Schemmmer PUD Landscaping Design 2nd Review Comments:

General: The following items were submitted for review: a) Landscape Plan Exhibit Overall Site and b) Landscape Plan Exhibit Phase 1.

Drawings: Landscape Plan Exhibit Overall Site and Landscape Plan Exhibit Phase 1:

1. (a.) Landscape shall be designed to provide natural undulating landscape forms. Avoid consistent straight line plantings. See Section 4, III, A and 4, III, F.
 - i. Straight line plantings should be avoided. Serpentine plantings or plantings in clumps are preferred.

Response: Plantings along Emilie Street and South 118th Street have been revised to be located with a serpentine geometry or be planted in clumps.

- ii. The line between irrigated turf and native grasses feels “engineered”. Consider an undulating form.

Response: The line between the irrigated turf and native grasses has been revised to implement more of an undulating form as requested.

2. (b.) All landscaping shall be in compliance with the Landscaping Requirements from the City of La Vista Zoning Ordinance. See Section 4, IV, L.
 - i. 7.17.0303, 2 requires side yard landscaping abutting a Residential District to form a 6'-0" high hedge screen or a random or informal screen of plant materials substantially blocking the views. While the addition of burning bushes is an improvement, there are still large runs of tall deciduous trees that will not substantially block views.

Response: The side yard plantings along the east property line abutting the residential district have been revised to add continuous line of shrubs anywhere deciduous trees are located. This includes both large shade trees and smaller ornamental trees. Areas currently showing coniferous/evergreen trees have been left as is, to provide year round screening as well as variety in between the deciduous plantings.

Grading Plan (previous comment):

1. (a.) Proposed grading as shown on the north and west sides of the property appears consistent and even. Grading with an “engineered feel” is not allowed. See Section 4, III, A. Consider introducing some undulating grading patterns.

Response: A revised grading plan addressing the previous comment has been submitted for review.

Streck, Inc. – Harrison Hills

Planned Unit Development - Initial Review Submittal Comments – 2nd Review

Project No.: 0118087.03-004

October 15, 2019

Page 4 of 4

Documents enclosed are as follows:

1. Revised Planned Unit Development Exhibits (14 copies);
 - a. P.U.D. Site Plan;
 - b. P.U.D. Phasing Exhibit
 - c. P.U.D. Emergency Vehicle Access Exhibit;
 - d. P.U.D. Landscape Plan Overall;
 - e. P.U.D. Landscape Plan Phase 1;
 - f. P.U.D. Post Construction Stormwater Management Plan;
 - g. P.U.D. Grading Plan;
 - h. P.U.D. Utility Plan;
 - i. P.U.D. Photometric Plan

Please call if you have any questions or concerns regarding this submittal.

Sincerely;

LAMP RYNEARSON

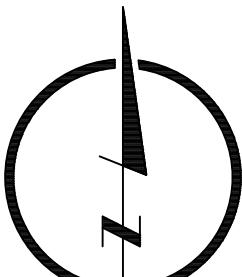


Randy R. Kuszak, P.E.

Project Manager

Enclosures

c: John Kottmann
 Pat Dowse
 Constance Ryan, Streck, Inc.



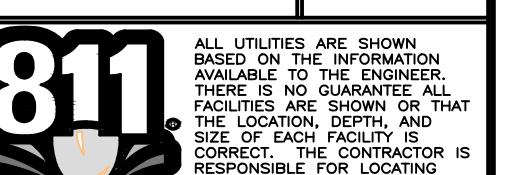
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PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT
SITE PLAN EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA



ALL UTILITIES ARE SHOWN AS INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE THAT THE SIZE OF EACH FACILITY IS ACCURATE. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

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10/15/2019

PROJECT NUMBER

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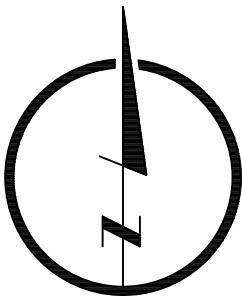
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PRELIMINARY

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PLANNED UNIT DEVELOPMENT
PHASING PLAN EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA



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REVISIONS

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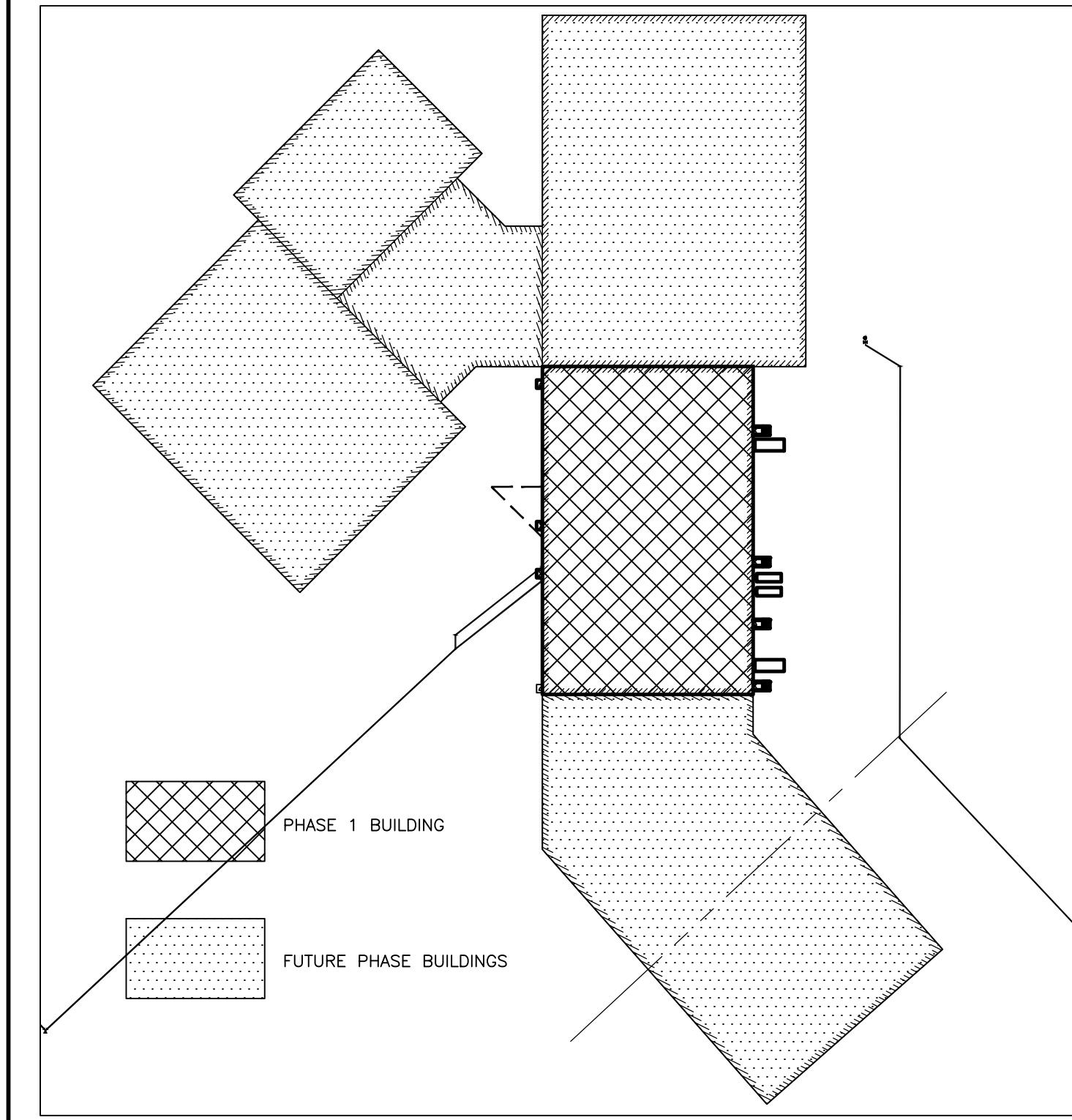
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BUILDING PHASING

PHASE 1 AREA
FUTURE PHASE AREA
TOTAL AREA

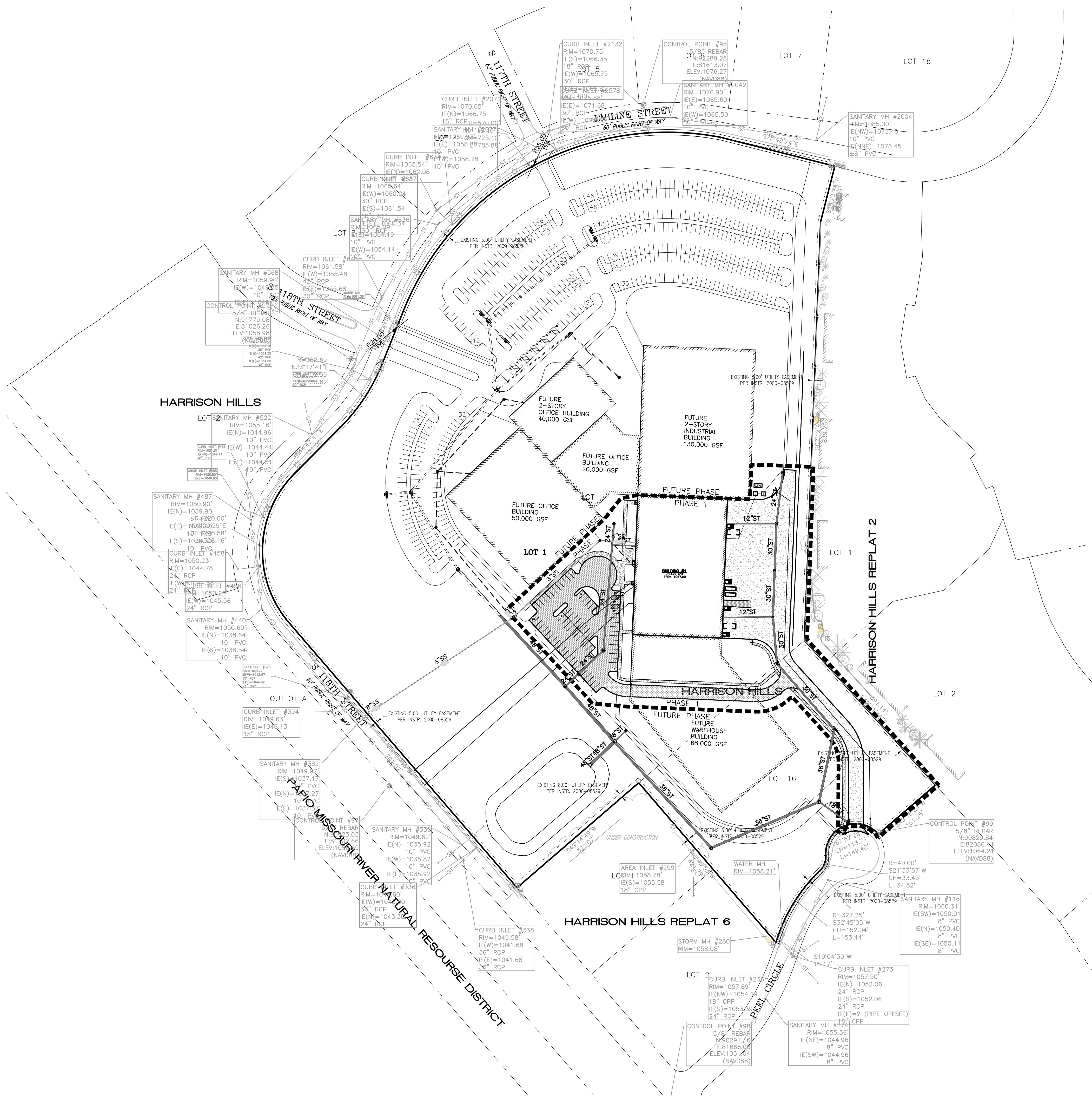
6.051 ACRES
24.014 ACRES
30.065 ACRES

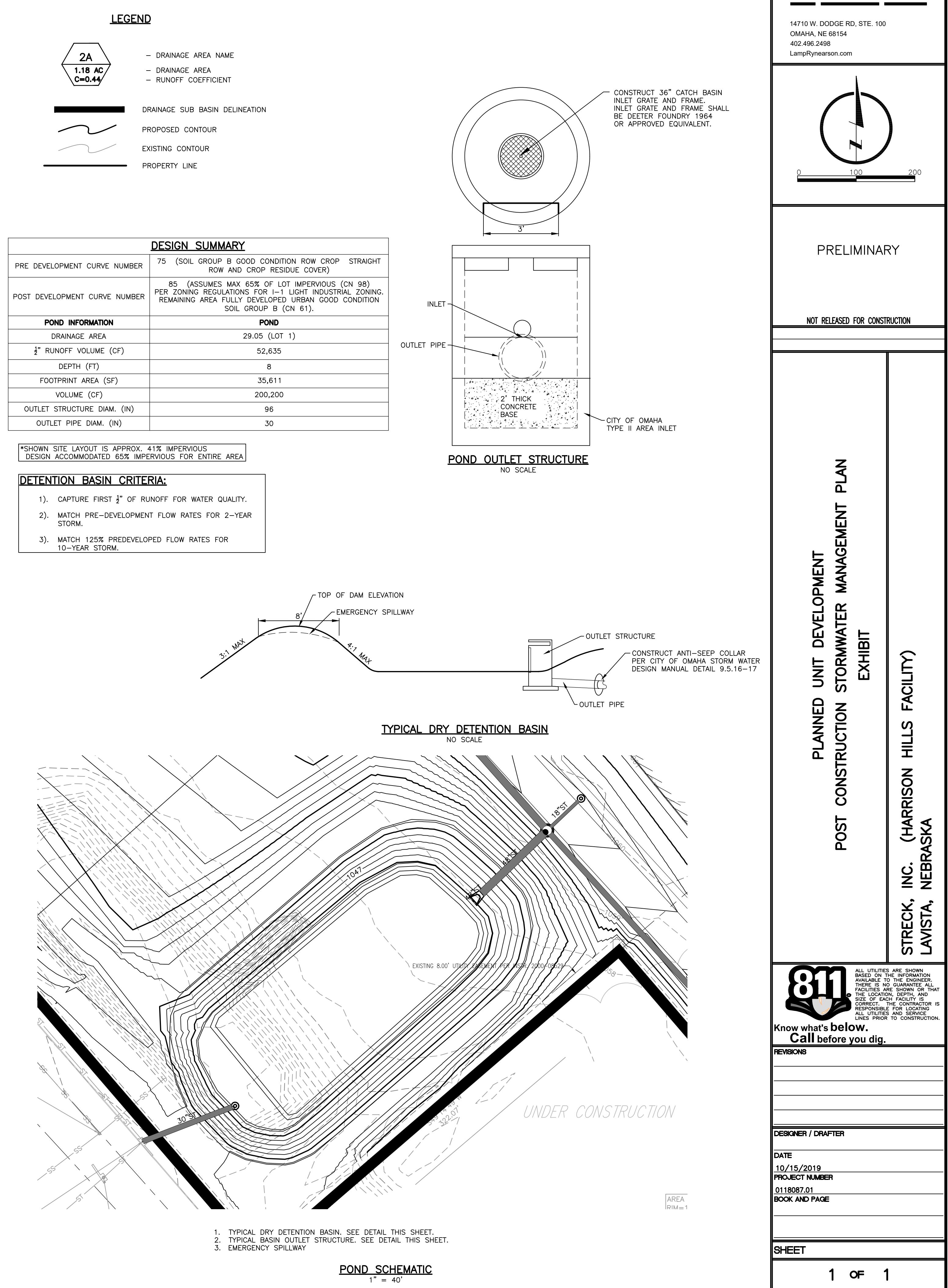
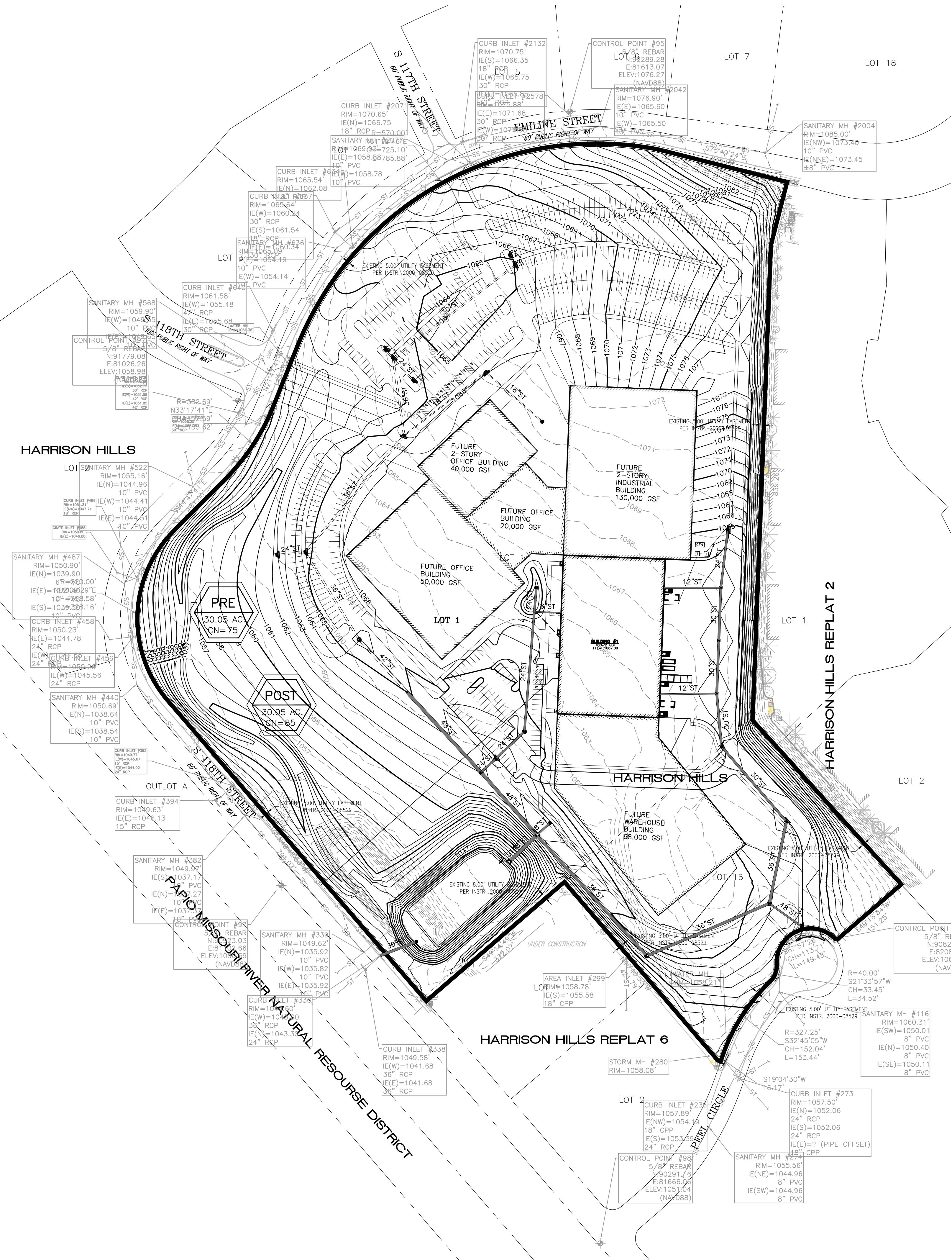
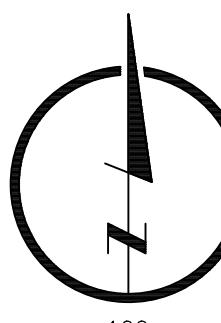
DEVELOPMENT FEE PHASE TABLE

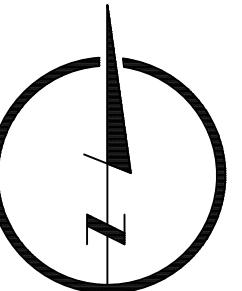
FEES DESCRIPTION	PHASE 1 TOTAL (6.05 AC)	FUTURE PHASE TOTAL (24.01 AC)
WATERSHED MANAGEMENT FEE (\$4,963/AC)	\$30,026.15	\$119,161.63
SEWER/DRAINAGE CONNECTION FEE (\$7,407/AC)	\$44,812.35	\$177,842.07

LEGEND

- PROPERTY LINE
- RETAINING WALL
- SS SANITARY SEWER
- PHASE 1 PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- ST STORM SEWER
- PHASE 1 PC CONCRETE SIDEWALK
- FO FIBER OPTIC
- BUILDING
- C GAS
- WATER
- 15 PARKING STALL COUNT
- PHASE LINE
- SS PROPOSED SANITARY SEWER
- ST PROPOSED STORM SEWER
- UNDERGROUND POWER
- PROPOSED MANHOLE
- OVERHEAD POWER
- PROPOSED F.E.S.
- TELEPHONE
- CABLE TELEVISION
- MANHOLE
- PROPOSED CURB INLET (BY OTHERS)
- CURB INLET
- PROPOSED BASIN
- GRATE INLET
- HOODED GRATE INLET
- HYDRANT
- LIGHT POLE
- PROPOSED CONTOUR
- EXISTING CONTOUR





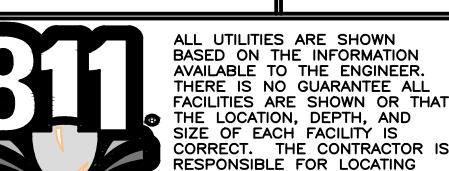


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PLANNED UNIT DEVELOPMENT
UTILITY PLAN EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA



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LEGEND

PROPERTY LINE	RETAINING WALL
SS	PHASE 1 PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
ST	STORM SEWER
FO	PHASE 1 PC CONCRETE SIDEWALK
G	BUILDING
W	WATER
UOP	PARKING STALL COUNT
OHP	PHASE LINE
OP	PROPOSED SANITARY SEWER
ST	PROPOSED STORM SEWER
CA	FIBER OPTIC
○	PROPOSED MANHOLE
□	PROPOSED F.E.S.
○	MANHOLE
□	PROPOSED CURB INLET (BY OTHERS)
○	PROPOSED BASIN
□	PROPOSED Curb INLET
○	GRATE INLET
□	HOODED GRATE INLET
○	HYDRANT
○	LIGHT POLE
○	PROPOSED CONTOUR
○	EXISTING CONTOUR
—	FUTURE STORM SEWER
—	FUTURE SANITARY SEWER
—	FUTURE PC CONCRETE SIDEWALK
—	FUTURE PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER

REVISIONS

DATE

10/15/2019

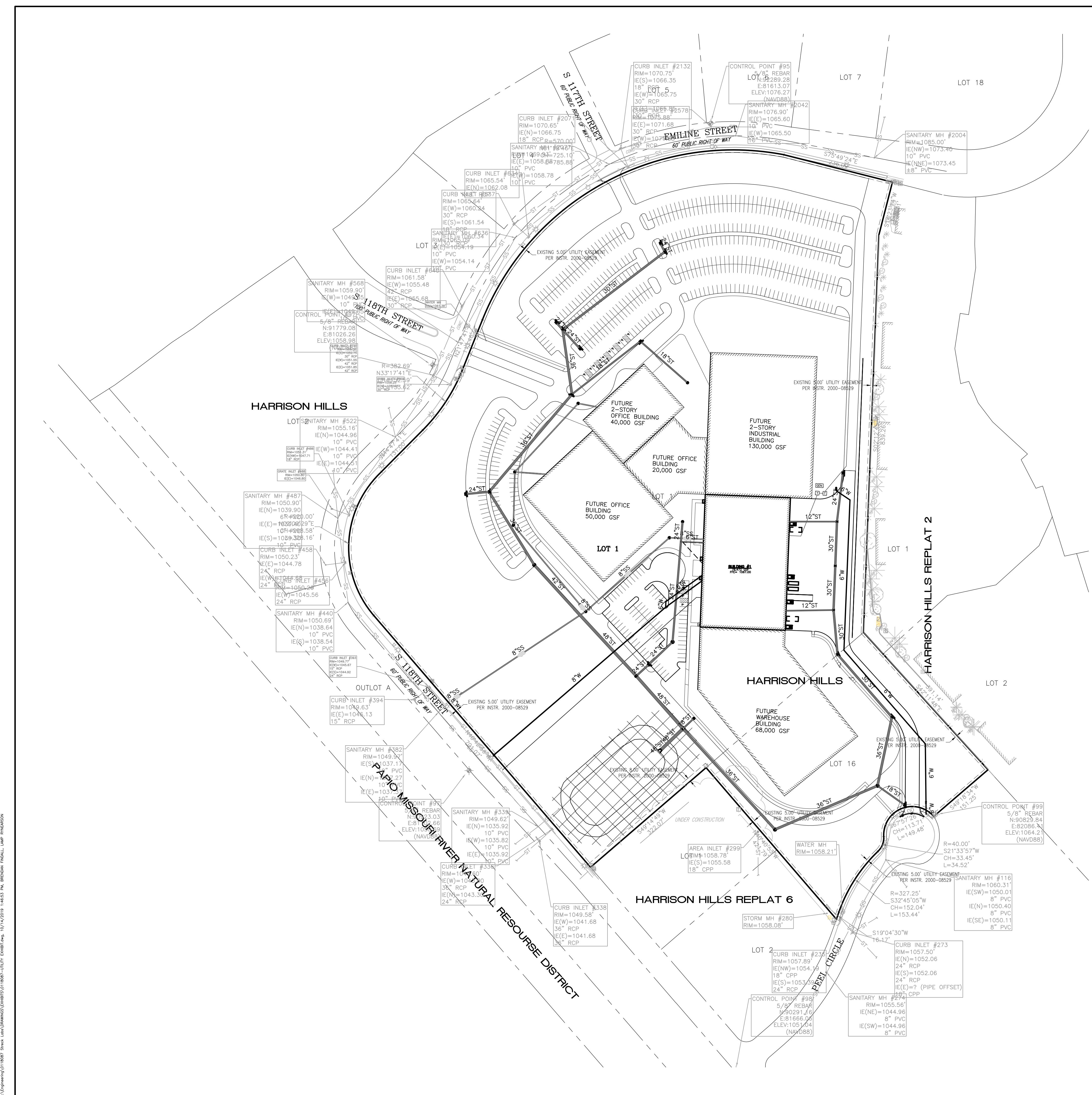
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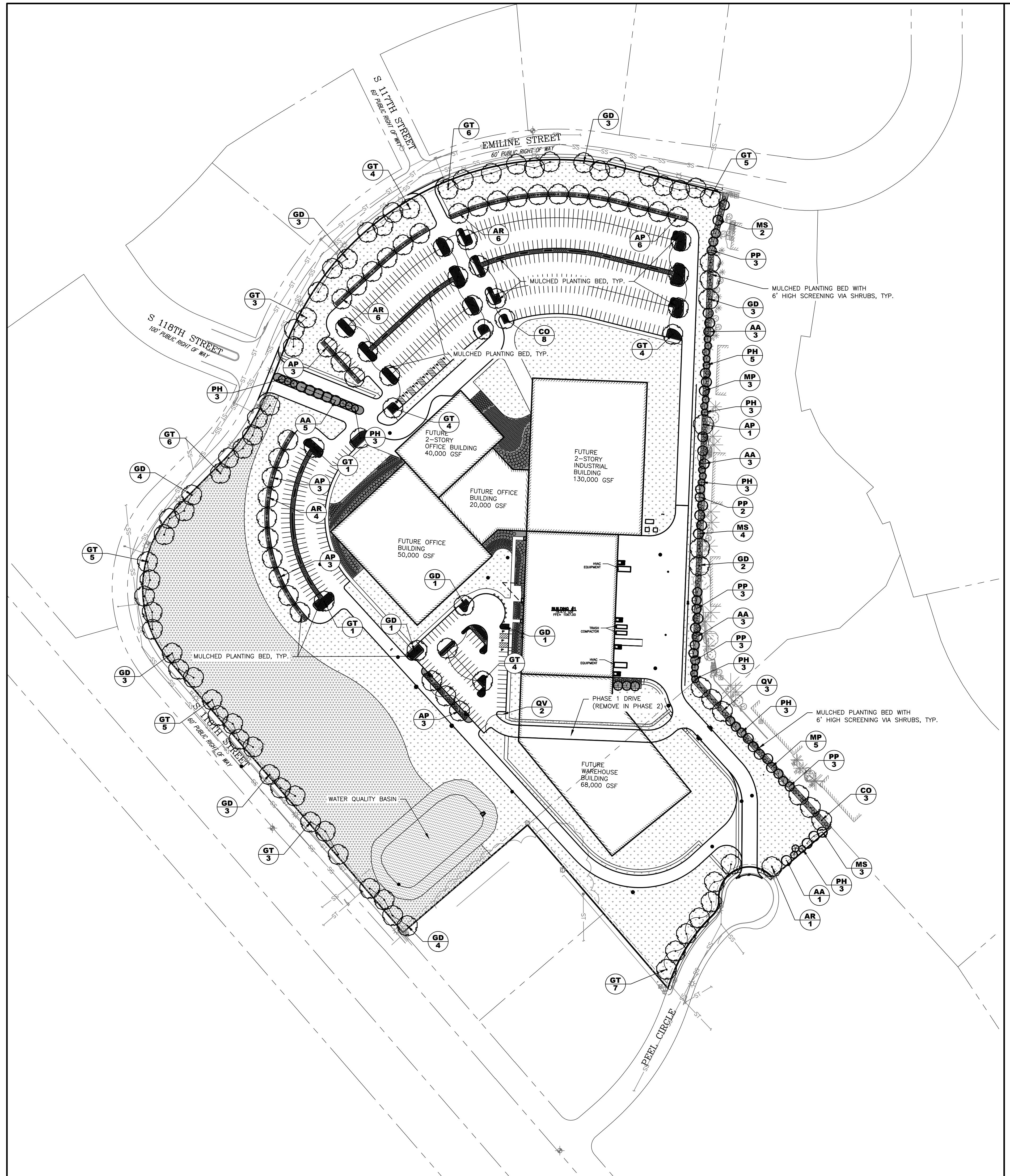
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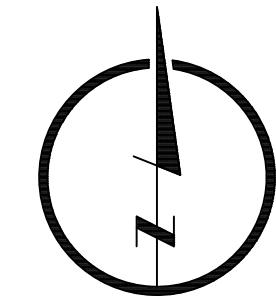




PLANT SCHEDULE						
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
DECIDUOUS TREES						
	AR	ACER RUBRUM 'MAGNIFICENT MAGENTA'	BURGUNDY BELLE RED MAPLE	2.5" CAL.	30-50	20-30
	GT	GLEDTISIA TRIACANTHOS VAR. INERMIS 'HALKA'	HALKA HONEYLOCUST	2.5" CAL.	30-50	20-30
	CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRairie PRIDE HACKBERRY	2.5" CAL.	30-50	20-30
	QV	QUERCUS VIRGINIANA	HERITAGE OAK	2.5" CAL.	30-50	20-30
	AP	ACER PLATANOIDES	NORWAY MAPLE	2.5" CAL.	30-50	20-30
	GD	GYNNOCLADUS DIOICUS ESPRESSO	KENTUCKY COFFEE	2.5" CAL.	30-50	20-30
	AA	AMELANCHIER ARBOREA 'CLUMP FORM'	DOWNY SERVICEBERRY	2.5" CAL.	15-25	15-25
	MP	MALUS PRAIRIFIRE	PRairie FIRE CRABAPPLE	2.5" CAL.	15-25	15-25
	MS	MALUS SNOWDRIFT	SNOW DRIFT CRABAPPLE	2.5" CAL.	15-25	15-25
CONIFEROUS TREES						
	PH	PINUS HELDRECHII	BOSNIAN PINE	6" HIGH	30-40	20-30
	PP	PICEA PUNGENS	COLORADO BLUE SPRUCE	6" HIGH	30-40	20-30
SHRUBS, GROUND COVERS, PERENNIALS, AND ORNAMENTAL GRASSES						
	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	RA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL.	4-6	3-5
	SA	SPIREA ALBIFLORA	JAPANESE WHITE SPIREA	5 FAL.	3-5	3-5
	EA	EUONYMUS ALATUS	BURNING BUSH	5 GAL.	4-6	4-6
	JS	JUNIPERUS SABINA 'TAMARISCIFOLIA'	GREEN TAM JUNIPER	5 GAL.	2-4	2-4
	JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL.	2-4	2-4
	HPM	HEMEROCALLIS 'PARDON ME'	PARDON ME DAYLILY	1 GAL.	1-2	1-2
	HHR	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL.	1-2	1-2
	NMH	NARCISSUS SP. 'MOUNT HOOD'	MOUNT HOOD DAFFODIL	1 GAL.	1-2	1-2
	SMN	DELIA NEMOROSA 'MAY NIGHT'	MAY NIGHT DELIA	1 GAL.	1-2	1-2
SURFACE RESTORATION SCHEDULE						
	NATIVE GRASSES AND FORBS					
	IRRIGATED LAWN AREA - BLUEGRASS OR TURF TYPE TALL FESCUE					
	WATER QUALITY BASIN - NON IRRIGATED NATIVE GRASSES AND FORBS					
LANDSCAPE REQUIREMENTS						
STREET FRONTEAGE (SECTION 07.17.03.02) - EMILINE STREET						
EMILINE STREET FRONTEAGE 1,584' - ACCESS DRIVES 189' = 1,395' TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 1,395' / 40' = 35 TREES TREES PROVIDED = 35 TREES						
STREET FRONTEAGE (SECTION 07.17.03.02) - SOUTH 118TH STREET						
SOUTH 118TH STREET FRONTEAGE 865' TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 865' / 40' = 22 TREES TREES PROVIDED = 22 TREES						
STREET FRONTEAGE (SECTION 07.17.03.02) - JOSEPHINE CIRCLE						
JOSEPHINE CIRCLE STREET FRONTEAGE 354' - ACCESS DRIVES 50' = 304' TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 304' / 40' = 8 TREES TREES PROVIDED = 8 TREES						
SIDE YARD (SECTION 07.17.03.03) - EAST PROPERTY LINE ABUTTING RESIDENTIAL						
1,497 LF x 10' WIDTH MINIMUM 6' HIGH VEGETATIVE SCREENING						
PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)						
PARKING STALLS = 635 INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 6,350 SF INTERIOR LANDSCAPING PROVIDED = 24,400 SF						
PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)						
PARKING LOT STREET FRONTEAGE = 1,360 TREES REQUIRED (1 TREE / 40 LF STREET FRONTEAGE) = 34 TREES TREES PROVIDED = 34						
PARKING AREA SCREENING (SECTION 07.17.04.01)						
PARKING LOT SCREENING = 1,360 LF MINIMUM 3' HIGH VEGETATIVE SCREENING						
LANDSCAPE NOTES						
ALL TURF LAWN AREAS AND MULCHED PLANTING BED AREAS TO BE IRRIGATED PER CITY OF LA VISTA ZONING ORDINANCE SECTION 5.17.05.03						
REVISIONS						
DESIGNER / DRAFTER						
DATE 10/15/2019 PROJECT NUMBER 0118087.01 BOOK AND PAGE						
SHEET						
1 OF 1						

**LAMP
RYNEARSON**

14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT
LANDSCAPE PLAN EXHIBIT
OVERALL SITE

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA



ALL UTILITIES ARE SHOWN FOR INFORMATION ONLY. THEY ARE NOT TO SCALE. THERE IS NO GUARANTEE THAT THE INFORMATION IS ACCURATE. THE SIZE OF EACH FACILITY IS APPROXIMATE. THE OWNER IS RESPONSIBLE FOR LOCATING UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

Know what's below.
Call before you dig.

TYPES: MA, MB, MC

Seem® 2

LED - WET LOCATION

DIMENSIONAL DATA

FEATURES

- Narrow extruded aluminum 2.5" aperture recessed slot LED suitable for wet location.
- Integrates with ceiling for a clean, unobtrusive aesthetic.
- Individual units and continuous runs in 1' increments.
- Frosted acrylic lens provides uninterrupted illumination, without pixels or shadows.
- LED position and lens material optimized to provide the perfect blend of high performance and visual comfort.

PERFORMANCE

PRODUCT OVERVIEW

Lumen Output:

500-2500lm

Wattage:

5.3W

LPW:

76-96

SDCM:

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PRELIMINARY
NOT FOR CONSTRUCTION
09/16/2019

Vaya Free Form Dimmable White

IP66, 4000 K, Frosted, 10 m (30 ft)

Uniform, slim, flexible luminaire with dimmable white light

Vaya Free Form is a flexible linear lighting solution for straight or curved coves and recessed applications. Free Form gives you even, uniform white light on any surface, in any environment. You can easily cut and connect interior Free Form, enabling illumination that conforms to unusual and difficult-to-light shapes while eliminating waste. In outdoor environments, you can cut and reseal Free Form, retaining its IP66 rating.



- Dependable – A tough silicone enclosure protects the LEDs in indoor and outdoor environments. Mounting options ensure exact positioning of Free Form on any surface, so your luminaire stay in place—delivering accurate, efficient light.
- Light, Anywhere – With its low profile, Free Form fits into the tightest of spaces. And thanks to mounting options for virtually any surface, Free Form can illuminate any cove or recess, highlight any feature, and conform to any shape.
- Color Temperature Choices – Free Form is available in six different color temperatures. From warm 2200 K to cool 6000 K. So you get the right light for your project. Standard 3000 K and 4000 K, custom 2200 K, 2700 K, 5000 K and 6000 K.
- Global Reach – VAYA brings exceptional (and cost-effective) lighting solutions to large-scale implementations, such as hundreds of retail stores, maintaining brand consistency between sites and across borders.
- Cost-Effective – In interior environments, Free Form segments can be cut and connected, no soldering required. So you lower your costs by reducing waste and lessening environmental impact. Win-win.

For detailed product information, please refer to the Vaya Free Form Product Guide at www.colorkinetics.com/global/products/vaya/free-form/

COLORKINETICS
vaya series

TYPE: N

Luminaire and Accessories

Use Item Number when ordering in North America

Luminaire
Vaya Free Form Dimmable White, IP66, 4000 K, Frosted, 10 m (30 ft)
40 Mounting clips included.

Accessories
Mounting Track, WH7W (10 PCS)
Mounting Track, WH7W ALU 1 m (3 ft) (10 PCS)

Cable Connector, IP40, WH7W (10 PCS)
Strip Connector, IP40, WH7W (10 PCS)

End Cap, IP66, WH7W (including RTV Glue) (30 PCS)

Power Supply Enclosure, NEMA 3R, 15 x 3 in. (North America only)

Power Supply
IP66, 100 W 24 V Power Supply (120-240 V) CE/BSI/CB/IEC/EMC/VDE-SI/DE-Household/RCM/CSA/UL/CCC

XITANUM 100 W 24 V Power Supply (120 to 277 V) UL/CSA

XITANUM 100 W 24 V Power Supply (100 to 240 V) CE

Dimming Module

0-10 V Dimming Module

DALI Dimming Module

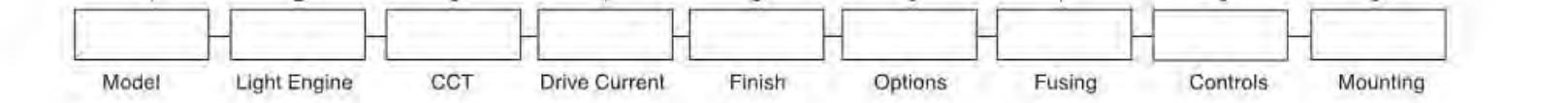
DMX/Dynet via converter interface

350-000020-11 912400136475

TYPE: N

Universe® Collection Large LED – UCL

ORDERING INFORMATION



1. MODEL

UCL Universe large without luminous

element

UCL-W Universe large with luminous

window

UCL-SR Universe large with luminous

vertical slots

UCL-LR Universe large with luminous rings

UCL-LR Universe large with luminous

vertical rings

2. HOOD (May choose one)

FLR Flared hood

FLR-COP Flared hood in natural brushed

stainless steel

FLR-COP Flared hood in natural brushed

copper

ANG Angled hood

ANG-HD Angled hood in natural brushed

stainless steel

ANG-COP Angled hood in natural brushed

copper

BEL Bell hood

BEL-STS Bell hood in natural brushed

stainless steel

BEL-COP Bell hood in natural brushed

copper

SKB Skirted bell hood

SKB-ST Skirted bell hood in natural

brushed stainless steel

SKB-COP Skirted bell hood in natural

brushed copper

3. LIGHT ENGINE

MicroCoat Precision aluminized optics

T8-56LED Type: T2

T8-56LED Type: T3

T8-56LED Type: T4

T8-56LED Type: T5

4. COLOR TEMPERATURE

3K 3000K CCT, 700R

4K 4000K CCT, 700R

5K 5000K CCT, 700R

Additional CCT's and 5000K monochromatic

amber available by request.

5. DRIVE CURRENT

700 700mA, 132 watt

450 450mA, 84 watts

6. OPTIONS

Luminous Element

May choose one

BLU Blue inner lens

RD Red inner lens

GRN Green inner lens

SLD Solid

Type: D

Type: E

Type: F

Type: G

7. FUSE

(May choose one)

SF 120, 277, 347 Volt input

DF 208, 240, 480 Volt input

8. CONTROL

(May choose one)

PCA-C Photocell Adapter, Contemporary

POLE Pole Accessory, Motion + Photo

Control

9. MOUNTING – Must choose one

POLE MOUNT

SLA10-1 SLA10-2

SLA10-3 SLA10-4

SLA10-5 SLA10-6

SLA10-7 SLA10-8

SLA10-9 SLA10-10

SLA10-11 SLA10-12

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STRECK LABS

DRAFT TRAFFIC STUDY

LRA Job Number 0118087.03-119

October 2019

Prepared For:
Streck Labs
&
City of Omaha
&
City of La Vista

L A M P
R Y N E A R S O N

CHAPTER 6: CONCLUSIONS AND RECOMMENDATIONS

Following are the main conclusions and recommended improvements:

- The site is anticipated to generate a total of 274 trips in the AM peak hour and 248 trips in the PM peak hour. In the AM peak hour, 241 vehicle trips will be entering the site and 33 trips exiting the site. For the PM peak hour, there will be 42 trips entering the site and 206 trips exiting the site.
- The gas station is anticipated to generate 244 trips in the AM peak hour with 122 trips entering and 122 trips exiting. For the PM, the gas station generates 324 trips with 162 trips entering and 162 trips exiting.
- An annual growth rate of 1.1 percent was used for this study.
- Synchro analysis shows that the lane configuration of the existing roadway network has the capacity to handle the anticipated trips generated from the proposed development.
- Based off of the MUTCD Warrant 2 (Four-Hour) and the MUTCD Warrant 3 (Peak Hour), the unsignalized intersection of 115th Street/116th Street and Harrison Street is not anticipated to warrant the need for a traffic signal in any scenario.
- Multiple movements are anticipated to operate at a LOS of F in various scenarios. The eastbound and southbound movements at the intersection of 118th Street/Harry Anderson Boulevard and Harrison Street operate at a LOS of F in background scenarios. By updating these movements to add a permissive/protected phase to the traffic signal, these movements are improved. The northbound and southbound left turning movements at the intersection of 115th Street/116th Street and Harrison Street are shown to be operating at a LOS of F in both the AM and PM peak hour in the background scenarios. This is also the case for the northbound and southbound right turning movement in the PM peak hour. This delay is not uncommon for the minor legs of an unsignalized intersection.
- Analysis shows that there could be situations where queuing could extend outside of the storage lane in various scenarios. The largest queuing length occurs along the south leg at the intersection of 115th Street/116th Street and Harrison Street.

The northbound right turning movement is shown to currently have a poor queue which is not uncommon for the minor legs of an unsignalized intersection.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2019 AGENDA

Subject:	Type:	Submitted By:
AMEND MUNICIPAL CODE SECTIONS 111.18 AND 111.19 – FIREWORKS AMEND MASTER FEE ORDINANCE	◆ RESOLUTION ◆ ORDINANCE (2) RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A public hearing has been scheduled and ordinances prepared to Amend Municipal Code Sections 111.18 and 111.19 regarding rules for hours of selling and discharging fireworks in La Vista and to amend the Master Fee Ordinance regarding the fireworks fee.

FISCAL IMPACT

N/A

RECOMMENDATION

N/A

BACKGROUND

During the October 15, 2019 City Council meeting, a discussion was held regarding the sale and discharge of fireworks and staff was subsequently directed to prepare ordinances reducing the days and hours of sale and discharge of fireworks along with reducing the fee for fireworks permits from \$2,500 to \$2,000 per year.

It has come to our attention that the draft ordinance includes language that reduce the hours of sale which may not have been the intention of Council. As such, it is necessary to clarify the expectations for hours of sale.

Current days and hours of sale:

June 25 through July 4 inclusive 8:00 a.m. – 11:00 p.m.

Proposed days and hours of sale:

June 28 through July 2 inclusive	11:00 a.m. – 10:00 p.m.
July 3 through July 4 inclusive	11:00 a.m. – 11:00 p.m.

Current days and hours of discharge:

June 25 through July 2 inclusive	7:00 a.m. – 10:00 p.m.
July 3 through July 4 inclusive	7:00 a.m. – 11:00 p.m.

Proposed days and hours of discharge:

June 28 through July 2 inclusive	11:00 a.m. – 10:00 p.m.
July 3 through July 4 inclusive	11:00 a.m. – 11:00 p.m.

Council also requested signage be placed at fireworks stands informing the public of the changes. The City will provide said signage to permit holders at the time of the annual mandatory meeting with staff each June.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTIONS 111.18 AND 111.19; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 111.18 of the La Vista Municipal Code is amended to read as follows:

§ 111.18 SALE OF PERMISSIBLE FIREWORKS REGULATED.

Persons holding a permit to sell permissible fireworks:

(A) May only sell the same beginning 12:01 a.m. June 25-28 and ending midnight at 11:00 p.m. on July 4 of the year for which the permit is issued. Within this period, permissible fireworks may be sold only between the hours of 811:00 a.m. and 1110:00 p.m. June 28 through July 2 inclusive and between the hours of 11:00 a.m. and 11:00 p.m. July 3 through July 4 inclusive of each year.

(B) Shall at no time sell within the city limits any fireworks or other pyrotechnics other than permissible fireworks.

(C) Shall during such times as fireworks are being sold have an adult in charge of his or her stand or retail outlet and shall display therein the required permit in a conspicuous manner and place.

(D) Shall at all times comply with all regulations passed by the City Council pertaining to the permissible size, location, equipping and operation of fireworks stands and retail outlets.

(E) Shall at no time sell any fireworks or other pyrotechnics to any person under 12 years of age.

('79 Code, § 10-314) (Am. Ord. 792, passed 10-19-99) Penalty, see § 10.99

SECTION 2. Section 111.19 of the La Vista Municipal Code is amended to read as follows:

§ 111.19 DISCHARGE OF PERMISSIBLE FIREWORKS REGULATED.

(A) *Prohibition as to time of discharge.* Except as may be otherwise provided herein or authorized by special permit approved by the City Council, no person shall ignite or discharge any permissible fireworks except between the hours of 711:00 ap.m. to 1010:00 p.m. from June 25-28 through July 2 inclusive, and between the hours of 711:00 a.m. and 11:00 p.m. from July 3 through July 4 inclusive of each year.

(B) *Dangerous environmental conditions.* In the event that in the determination of the Fire Chief, general weather or ground cover conditions are such as create an unacceptable risk of fire should there be discharge of fireworks, including permissible fireworks, within the city limits, then in such event the Fire Chief shall advise the City Administrator and Mayor of such determination and shall communicate a recommendation to them for any preventative action or measures the Fire Chief deems necessary, including what limitations should be placed upon the time period for discharge of fireworks or the extent to which the discharge of fireworks should be prohibited. The Mayor, with the advice of the Council President, the City Administrator, the Fire Chief, and the Chief of Police, or such of them as may be readily available, shall order such action, if any, the Mayor shall deem necessary or appropriate in the situation, including partial or total bans on discharge of fireworks on such dates and during such times as the Mayor may determine necessary or appropriate. Should the Mayor determine that prohibitive or preventative action is required, the Mayor shall issue a proclamation to that effect and shall advise the City Administrator, who shall advise the members of the City Council, the Fire Chief, the Chief of Police, and the media of the Mayor's proclamation and shall cause same to be conspicuously posted throughout the city. Discharge of fireworks in violation of such proclamation shall constitute a violation of this section and shall be punishable as such. As used herein, references to the Mayor and other officials shall, in the case of their absence or inability to act, include persons empowered to act in their stead.

(C) *Prohibition as to manner and place of discharge.* In no event shall any person ignite or discharge any fireworks, even though same be permissible fireworks:

- (1) In or from any motor vehicle;
- (2) On any street, highway, or sidewalk;
- (3) Near any person or group of persons;
- (4) In any building;
- (5) In any public park, except as may be authorized by special permit;
- (6) In any public building;
- (7) In any school or on any school grounds; and

(8) In any other manner or place that is likely to inflict or increase the risk of property damage or bodily harm to any person or persons or place any of them in danger of bodily harm.

(D) *Special permit for community fireworks show.*

(1) The City Clerk may authorize the issuance of special permits for fireworks displays to be conducted by or under the auspices of the city or by or under the auspices of a nonprofit organization, organized for purposes of service to or betterment of the city, its businesses, or residents, for the purpose of putting on an admission-free public fireworks display for the benefit of the residents of the city at such place, during such times and under such terms, conditions, and security measures as the City Clerk may prescribe for such display.

(2) The permit holder shall obtain the required approval of the State Fire Marshal. By way of specification and not of limitation, as a condition of any permit hereunder, the permit holder shall obtain and maintain in effect, for the maximum limitations and repose periods under any and all products liability or tort laws in the State of Nebraska, insurance for any and all liabilities arising out of or resulting from any permitted fireworks or fireworks display, written by an insurer authorized to do business in the state, in such amount and upon such other terms as satisfactory to the city in its sole discretion. The city shall be an additional named insured on each such policy provided.

('79 Code, § 10-315) (Ord. 75, passed - -; Am. Ord. 340, passed 6-21-83; Am. Ord. 571, passed 8-17-93 Am. Ord. 792, passed 10-19-99; Am. Ord. 813, passed 7-18-00; Am. Ord. 1062, passed 6-17-08) Penalty, see § 10.99

SECTION 3. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

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

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

PASSED AND APPROVED THIS 17TH 5TH DAY OF SEPTEMBER NOVEMBER 2019

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO.13661372, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

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

BUILDING & USE FEES

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

Building Permit

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

General	\$30 Base fee + see building fee schedule
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Commercial/Industrial	\$30 Base fee + see building fee schedule
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Plan Review Fee

Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
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Design Review (non-refundable)

Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
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Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee Incurred)
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Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
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Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
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Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
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Replacement Plan Review Fee

	\$100 + Request for records fees
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Engineer's Review

	\$500
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Rental Inspection Program

License Fees:

Multi-family Dwellings	\$6.00 per unit
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Single-family Dwellings	\$50.00 per property
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Duplex Dwellings	\$50.00 per unit
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Additional Administrative Processing Fee (late fee)	\$100.00
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Inspection Fees:

Primary Inspection	No charge
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Class B Property Inspection (after primary inspection):	
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Violation corrected	No charge
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Violation not corrected	See Re-inspection Fee below
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Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below
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Re-inspection Fee	\$100.00
Vacant Building Registration Fee	\$500
Penalty Fee	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit: Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Towers	\$5,000(min fee) (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee schedule
Plumbing Permits	\$30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000
Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence	
Also a \$5,000 Bond is required, naming the City as the recipient.	
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$30.00

Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250

RIGHT-OF-WAY PERMIT FEES

The following are one-time permit fees for structures occupying the public right-of-way:

Canopy or Awning	\$50 for the first 25 ft. + \$10 each additional foot
Balcony	\$75 each
Bicycle Rack	\$50
Light Fixture	\$75 for the first + \$10 each additional light fixture
Marquee	\$50 for the first 25 ft. + \$10 each additional ft.
Sidewalk Café	\$100
Sign	\$100 each (if less than 25 sq. ft.) \$300 each (if 25 sq. ft. or larger)
Windscreen	\$400 each
Planter	\$50
Combination of Awning/Canopy/Sign /Light	\$500
Skywalk	\$500
String Lights	\$150
Other structures as approved by the City Administrator	\$300

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

FIRE INSPECTION FEES

Plan Review Fees

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

Child Care Facilities:

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

Foster Care Homes:

Inspection	\$25.00
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Liquor Establishments:

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

Nursing Homes:

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

Fire Alarm Inspection:

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

Sprinkler Contractor Certificate:

Annual	\$100.00
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Fuels Division:

Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)
Underground Storage Tanks (Title 159, Chapter 2)	
Farm, residential and heating oil tanks	
(tanks with a capacity of 1100 gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

GRADING PERMIT FEES

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

TAX INCREMENT FINANCING (TIF) APPLICATION FEES

Application Fee	\$3,000
Administrative Fee	1.5% on TIF Principal up to \$2,000,000 1% on TIF Principal amount above \$2,000,000 thru \$4,000,000 No additional administrative fee for TIF Principal above \$4,000,000
Bond Related Fee	Actual Fees, Costs & Expenses Incurred by the City

ZONING FEES

Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500

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

Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit "G" to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)

OCCUPATION TAXES

	\$Actual cost
Publication fees	
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700

Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another (These fees are in addition to the State Fee Requirement)	\$ 25
Amusement Concessions (i.e. Carnivals) (This would include any vendors set up for special functions at the La Vista Sports Complex)	\$ 10/concession/day
Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non- profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non- profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$30
Home Occupation 1 and Child Care Home	\$50
Home Occupation Conditional Use Permit – see Zoning Fees	

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

footage of said facilities, which occupation taxes shall be additional to any other applicable occupation taxes such as restaurants or drinking places occupation taxes.

Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines Provider Fee of \$75.00 for business outside the City that provides machines for local businesses	\$ 20/year/machine +Service
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed
Pawnbrokers transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$ 1.00/pawnbroker
Professional services - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)	
Recreation businesses - indoor and outdoor	\$100
Restaurants, Drinking Places, and drive-in eating establishments	\$ 50 (5 employees or less) \$100 (more than 5 employees) Effective 10/1/19 – Fee of 1.5% of gross receipts pursuant to Municipal Code Section 113.10

Retail, Manufacturing, Wholesale, Warehousing and Other - Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

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

Schools - trade schools, dance schools, music schools, nursery school or any type of school operated for profit	\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City	\$ 75
Service stations selling oils, supplies, accessories for service at retail	\$ 75 + \$25.00 for attached car wash
Telephone Companies (includes land lines, wireless, cellular, and mobile)	5% of gross receipts
Telephone Surcharge - 911	\$1.00 per line per month
Tobacco License	\$ 15 (based on State Statute)
Tow Truck Companies	\$ 75
Late Fee (Up to 60 days)	\$ 35
Late Fee (60-90 days)	\$ 75
Late Fee (over 90 days)	Double Occupation tax or \$100, whichever is greater
<u>COVENIENCE FEES</u>	
Credit Cards	3% of transaction with \$2 minimum transaction
E-Checks	\$3 for transactions \leq \$10,000 \$10 for transactions $>$ \$10,000
<u>OTHER FEES</u>	
Barricades	
Deposit Fee (returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$30 ea. (7 days maximum)
Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5

Dog or Cat License Replacement if Lost	\$1
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,500 2,000
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Permit Fees:	
Monthly Parking – Covered Stall	\$50/Month per permit
Monthly Parking – Uncovered Stall	\$25/Month per permit
Off-Street Parking – 3 hours free (\$0), after which (Parking Day runs 6a.m. – 6a.m.)	\$1.00/hr. up to \$10/day
On-Street Parking – free (\$0) with three (3) hour limit	
Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	
Initial	\$ 150
Annual Renewal	\$ 100
Pet Store License	\$ 50 (In addition to Occ. License)
Police Officer Application Fee	\$ 20
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
Trash Hauling Permit Performance Bond	\$ 25/yr./truck + \$25,000
<u>PUBLIC RECORDS</u>	
Request for Records	\$15.00/Half Hour + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD
*Copy costs shall be established by the Finance Director	
Unified Development Ordinance	\$100
Comprehensive Plan	\$ 50

Zoning Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Zoning Ordinance w/Map Subdivision Regulations	\$ 30 \$ 30
Future Land Use Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (5x7)	\$ 5/ea. for 1-15 \$ 3/ea. for additional
Police Photos (8x10)	\$ 10/ea. for 1-15 \$ 5/ea. for additional
Police Photos (Digital)	\$ 10/ea. CD
Criminal history	\$ 10

FALSE AND NUISANCE ALARMS

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

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

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

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

RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS

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

Response Vehicles: One-hour minimum charge. All charges will be made to the closest 1/4 hour. Mileage will be charged at \$8.00 per mile per vehicle.

Pumper/Tanker Truck	\$500/hour
Weed Truck	\$150/hour
Aerial Ladder Truck	\$750/hour
Utility Vehicle	\$200
Command Vehicle	\$100

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

Cribbing Blocks	\$10
Winches	\$10

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

RESCUE SQUAD FEES

Basic Life Support Emergency	\$650
Basic Life Support Non-Emergency	\$450
Advanced Life Support Emergency I	\$750
Advanced Life Support Emergency 2	\$950
Advanced Life Support Non-Emergency	\$550
Mileage - per loaded mile	\$ 15

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Fax		\$2.00 up to 5 pages
Fines		
Books		\$.05/day
Audio Books/Board Games		\$.10/day
DVDs/CDs		\$ 1.00/day
Videos		\$.10/day
Playaway device		\$ 1.00/day
Board Game not returned to Circulation Desk		\$5.00
Damaged & Lost Books		\$5.00 processing fee + actual cost
Videos /DVDs/CDs		\$5.00 processing fee + actual cost
Color Copies		\$.50
Copies		\$.10
Inter-Library Loan		\$3.00/transaction
Lamination – 18" Machine		\$2.00 per foot
Lamination – 40" Machine		\$6.00 per foot
Children's Mini-Camp		\$10.00

RECREATION FEES

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

	Resident	Non-Resident	Business Groups
Facility Rental			
Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
Gym (Full)	\$ 75/Hour	\$150/Hour	\$150/Hour
Gym/Stage (Rental)	\$400/Day	\$500/Day	\$500/Day
Whole Community Center	\$600/Day	\$800/Day	\$800/Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour
Meeting Rooms (Rental)	\$ 12/Hour/Room	\$ 22/Hour/Room	\$ 27/Hour

Kitchen (Rental)	\$ 19/Hour	\$ 27/Hour	\$ 33/Hour
Racquetball Court	\$ 7/Hour	\$ 14/Hour	\$ 14/Hour
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour
Facility Usage	Resident	Non-Resident	
Daily Visit (19 and up)	\$ 3.00	\$ 4.00	
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00	
Fitness Room (19 and up)			
Membership Card	\$27.00/month		
(Exercise Room, Gym, Racquetball/Wallyball Courts)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Gym (19 and up)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Resident Punch Card	\$50.00		
(20 punches)			
Non-resident Punch Card		\$35.00	
(10 punches)			
Senior (Resident)	\$-0-		
Non-resident Sr. Punch Card		\$20.00	
(10 punches)			

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

Contractor City
75% 25%

75%
Contract Instructor Does Registration and Collects Fees

Fields:

Tournament Fees	\$ 30/Team/Tournament
Tournament Field Fees	\$ 40/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours
Gate/Admission Fee	10% of Gross

Resident Non Resident

Model Airplane Flying

Field Pass \$30* \$40*
* includes \$10 club membership 1 – year license

* includes \$10 club membership 1 – year license

Swimming Pool	Resident	Non-Resident
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105

30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55

*Swimming Pool memberships and specials prices shall be established by the Finance Director

Youth Recreation Programs	Resident	Non-Resident
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115

Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
 Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
 3 yr. old Soccer Clinic	\$17/27	\$22/33
 Programs		
Adult Volleyball– Spring	\$ 55	\$ 55
Adult Spring Softball – Single	\$215	\$215
Adult Spring Softball – Double	\$420	\$420
 Adult Volleyball – Fall/Winter	\$110	\$110
Adult Fall Softball – Single	\$120	\$120
Adult Fall Softball – Double	\$235	\$235
 Senior Spring Softball		\$15 per game per team
Senior Fall Softball		\$17 per game per team

Special Services Van Fees

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

Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
 1. The customer charge is as follows
 - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$12.23 per month.
 - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments)

wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$13.11 per month.

- c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$13.11 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$23.11. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
- 2. The flow charge for all sewer service users shall be \$3.71 per hundred cubic feet (ccf).
- 3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
- 4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

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

	Effective 1/1/2019		Effective 1/1/2020	
Residential				
Single Family Dwelling	\$1,364		\$1,364	
Duplex	\$1,364/unit		\$1,364/unit	
Multiple Family		\$1,064/unit		\$1,064/unit
Commercial/Industrial		\$7,407/acre of land as platted		\$7,407/acre of land as platted

The fee for commercial (including industrial) shall be computed on the number of acres within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

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

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

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

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

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

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

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

Section 6. Repeal of Ordinance No.1372. Ordinance No. 1372 as originally approved on October 15, 2019 and all ordinances in conflict herewith are hereby repealed.

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

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

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

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

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

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication, unless a different effective date is otherwise expressly provided in this Ordinance.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2019 AGENDA

Subject:	Type:	Submitted By:
COUNCIL POLICY STATEMENT - RECOGNITION DINNER AND SERVICE AWARD MAXIMUMS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A public hearing has been scheduled and a resolution prepared to amend the maximum cost per person for recognition dinners and for service awards for employees, volunteers and officials of the City.

FISCAL IMPACT

The FY19/20 Biennial Budget provides funding for an annual recognition dinner and service awards.

RECOMMENDATION

Approval

BACKGROUND

In 1993 guidelines for setting the maximum cost per person for recognition dinners and service awards, was established by the 93rd Legislature by virtue of the passage of LB 734. That legislation set the maximum cost per person for recognition dinners at \$25 and the cost for service awards to be determined by the governing body of a municipality following a public hearing.

On November 2, 1993 the Mayor and City Council of La Vista passed Resolution 93-099 which established the maximum cost per person for recognition dinners at \$25 and the maximum cost for service awards at \$100.

In 2018 the maximum cost per person for recognition dinners was increased by the Legislature from \$25 to \$50 by the passage of LB 1036. Due to increases in costs over the last 26 years, staff is recommending the maximum cost per person for the recognition dinner be increased to \$50 as well as an increase in the maximum cost for service awards to \$200.

These amounts are being placed in a Council Policy Statement passed by resolution.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement entitled "Recognition Dinner and Award Maximums" has been established;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Council Policy Statement entitled "Recognition Dinner and Award Maximums" and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Recognition Dinner and Service Award Maximums

The purpose of this policy statement is to establish the maximum cost per person for recognition dinners and for service awards for employees, volunteers and officials of the City.

Nebraska Revised Statute §13-2203(2)(iii) and Nebraska Revised Statute §13-2203(3) authorizes municipalities to expend public funds for one recognition dinner each year and service awards for employees, volunteers and officials of the municipalities.

Public funds may be expended for nonalcoholic beverages and meals provided at one recognition dinner each year held for elected and appointed officials, employees, or volunteers of the City of La Vista. The maximum cost per person for such dinner established by formal action of the governing body, shall not exceed fifty dollars (\$50). An annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them in combination, if authorized by the governing body.

The expenditure of public funds for plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers, including persons serving on City of La Vista government boards or commissions shall not exceed two hundred dollars (\$200). Before amending the amount of this expenditure, the governing body shall by official action, after a public hearing, amend this policy statement which sets a dollar limit on the value of the plaque certificate of achievement, or item of value to be awarded. This amount shall not be amended or altered more than once in any twelve-month period.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2019 AGENDA

Subject:	Type:	Submitted By:
DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT No. 7 84 TH STREET AND CITY CENTRE INFRASTRUCTURE – ADDITIONAL SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of Amendment No. 7 to a Professional Services Agreement with Olsson, Inc. to provide additional project management, SWPPP inspections and construction phase engineering services for the 84th Street and City Centre Infrastructure projects. After Amendment No. 7, the total not-to-exceed fee will increase by \$52,000.00 to a total of \$1,168,326.50.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The initial agreement with Olsson Associates was approved by the City Council on October 18, 2016. Olsson Associates now refers to themselves as Olsson, Inc. (Olsson). Six previous amendments to the agreement with Olsson have been approved for additional work and phasing of the infrastructure construction. Amendment No. 7 provides for additional construction phase engineering services, as well as anticipated project coordination and continued SWPPP inspections through 2020. A detailed scope of services is identified in the amendment, and a not-to-exceed fee was agreed upon for the work in this seventh amendment. The proposed agreement is available for review.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER SEVEN TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. TO PROVIDE ADDITIONAL PROJECT MANAGEMENT, STORMWATER POLLUTION PREVENTION PLAN (SWPPP) INSPECTIONS, AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR 84TH STREET AND CITY CENTRE INFRASTRUCTURE IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$52,000.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional project management, SWPPP inspections, and construction engineering services are necessary; and

WHEREAS, The FY19/20 Biennial Budget includes funding for this project; and

WHEREAS, The total contract amount will be \$1,168,326.50; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number seven to the professional services agreement with Olsson, Inc. to provide additional project management, SWPPP inspections, and construction phase engineering services for 84th Street and City Centre Infrastructure in an additional amount not to exceed \$52,000.00.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



LETTER AGREEMENT AMENDMENT #7

Date: October 10, 2019

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 7, 2016 between City of La Vista, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: La Vista, NE

Project Description: 84th Street and City Centre Infrastructure – Additional Services

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto. The Client has chosen to appoint a 3rd party Project Representative to serve the Client role, Olsson shall coordinate with the identified representative.

PROJECT MANAGEMENT

Project Management

- Contract Administration/Scheduling & Coordination of Design Professionals/Progress Meetings - This task covers the additional effort based on 5 months (Aug 2019 thru Dec 2019) of extended project design coordination meetings (2 hrs/mtg) held bi-weekly, to coordinate with Client, Developer and other Consultants.
- Additional Services - It is understood the Client will request, from time to time, additional services (meetings, exhibits, follow up documentation, etc.) as the private development construction continues within the project site, during the 2020 calendar year. As the specific effort is unknown at this time, a reserve amount is being set up for use at the Client's request.

CONSTRUCTION SERVICES

In general, the extent of this task will include construction services for the proposed infrastructure. The LVCC Infrastructure project was anticipated to be completed by July 2019. Due to various delays beyond Olsson's control and scope changes in the project, the project has extended through September 2019. Additional project management, administration, observation, staking, testing, and SWPPP inspections were necessary to complete Phase 3 construction, additional coordination, and to carry the project through completion. These efforts eroded the budget that was denoted for project closeout efforts. The following tasks go into additional detail for each.

Construction Services Project Management

- Project Management: This task includes additional time for, but is not limited to contract management, invoicing, coordination with Client, and all other general project management tasks as required for the Construction Engineering Services of this project.
- Progress Meetings & Field Visits: Attend weekly progress meetings as Project Engineer to address issues, provide clarifications, and review progress. Visit the site to address site specific issues that may arise. This covers up to 4 progress meetings and up to 4 site visits for the project.

Construction Administration

- Review Contractor's Submittals: Review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client before issuing a response to the Contractor.
- Pay Requests: Review and process the Contractor's payment requests, and forward to the Client for payment.
- Project Modifications: Coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon.
- Document Interpretation and Clarification: Provide interpretation and clarification of contract documents for the Client and General Contractor.
- Site Visits: Conduct visits to the construction site to observe progress of the work and to consult with the Client and Contractor on items relating to the project.
- Progress Meetings: Attend progress meetings, job conferences, and other project-related meetings.

Construction Observation

- Olsson shall furnish a Responsible Project Representative (RPR) on a full-time and part-time basis, as required in observing performance of the work of Contractor during the construction period. It is assumed the project duration will full-time during the construction. Based on the contract and revised phasing, it is assumed 48 total working days of observation are required (Aug - Sept).
- Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify the Engineer of availability of samples for examination. Advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the Engineer has not approved the submittal.

- Review of Work, Notification of Defective Work, Observations and Tests: Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- Accompany visitors representing public or other agencies having jurisdiction over the Project, record the results of their observations and report to the Engineer.
- Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to the Engineer.
- Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, photo logs, observations in general, and specific observations in more detail as in the case of observing test procedures.

Construction Staking

- Construction Staking: Olsson shall perform one set of construction staking for the items listed below. Any additional staking or the replacement of any damaged or destroyed stakes will be considered out of scope services, requiring approval from Client prior to restaking.

Additional Construction Staking for the project covers the effort for multiple small setups, ROW, and infrastructure elements needed for purposes of placing utilities and adjacent private development features. Additionally, as-built survey of the storm sewer will be conducted to document structure depths and flowlines.

Special Inspections / Testing

The following tasks for the various small sections of close out paving, repair paving, etc, require additional testing. Portions of the original budget set for Phase 3 work has been expended as a result of inefficiencies by the Contractor in concrete pours.

- Special Inspections and Construction Material Testing: Special inspections and construction testing services have been requested for pavement subgrades and concrete pavement construction. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein. Olsson understands the scope of work for the special inspections and construction materials testing consists of the following:
 - Pavement Subgrades: Olsson will observe subgrade preparation and perform compaction tests and proof rolls prior to pavement placement. Olsson has estimated the following:
 - Concrete Pavements – Olsson will observe placement of concrete for the concrete pavements. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these placements. Cylinders will be cast from the concrete used for compressive strength testing at a rate of 150 CY of concrete placed. Core sampling of the concrete pavement for thickness confirmation will also be performed. Olsson has estimated the following:

Testing Management/Reporting: Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided on a weekly basis to the designated field representative if requested. Field reports and test reports will be reviewed by our testing manager and transmitted to the Client, Engineer, and General Contractor via Olsson's Client Command Center.

SWPPP INSPECTION SERVICES

In general, the extent of this task will include SWPPP Inspection services for the City Centre public infrastructure areas only, for the 2020 calendar year. The following services will be completed and reported back to the City and their designated maintenance contractor.

- SWPPP monitoring and inspection services are required during the 2020 calendar year.
- We shall provide an engineering technician under supervision of a professional engineer for SWPPP inspection a minimum of once per week during defined duration.
- This will include a scheduled once-per-week site visit and additional visits as required for rain events of $\frac{1}{2}$ " or more in any 24-hour period.
- Olsson shall report SWPPP compliance to the best of our knowledge. Inspection reports shall be retained on-site or online and will be communicated to the City's designated maintenance contractor.

COMPENSATION

Phase	Task Description	Previous Fee Amount	Amendment #7 Fee Amount	Total	Fee Type
PHASE 1 INFRASTRUCTURE - PROJECT MANAGMENET					
300	Project Management	\$ 60,400.00	\$ 3,600.00	\$ 64,000.00	TMNTE
	Additional Services	\$ -	\$ 10,000.00	\$ 10,000.00	TMNTE
	Sub-Total	\$ 60,400.00	\$ 13,600.00	\$ 74,000.00	
CONSTRUCTION SERVICES					
400	City Centre Infrastructure Project				
	Construction Services Project Management	\$ 29,800.00	\$ 2,800.00	\$ 32,600.00	TMNTE
	Design Revisions	\$ 20,000.00	\$ -	\$ 20,000.00	TMNTE
	On-Site Construction Administration	\$ 53,150.00	\$ 5,000.00	\$ 58,150.00	TMNTE
	On-Site Construction Observation	\$ 152,575.00	\$ 12,000.00	\$ 164,575.00	TMNTE
	Construction Staking	\$ 52,500.00	\$ 4,500.00	\$ 57,000.00	TMNTE
	SWPPP Inspections	\$ 20,000.00	\$ -	\$ 20,000.00	TMNTE
	Special Inspections / Testing	\$ 30,000.00	\$ 2,500.00	\$ 32,500.00	TMNTE
	Sub-Total	\$ 358,025.00	\$ 26,800.00	\$ 384,825.00	
SWPPP INSPECTION SERVICES					
420	City Centre Infrastructure Project				
	SWPPP Inspections	\$ -	\$ 9,600.00	\$ 9,600.00	TMNTE
	Sub-Total	\$ -	\$ 9,600.00	\$ 9,600.00	
EXPENSES					
900	Expenses	\$ 14,000.00	\$ 2,000.00	\$ 16,000.00	TMNTE
	Sub-Total	\$ 14,000.00	\$ 2,000.00	\$ 16,000.00	
		Amendment #7 Total	\$ 52,000.00		
		Original Contract Total	\$ 438,000.00		
		Amendment #1 Total	\$ 183,000.00		
		Amendment #2 Total	\$ 52,300.00		
		Amendment #3 Total	\$ 126,075.00		
		Amendment #4 Total	\$ 53,751.50		
		Amendment #5 Total	\$ 137,100.00		
		Amendment #6 Total	\$ 126,100.00		
TOTAL CONTRACT			\$ 1,168,326.50		

Original Contract Total	\$ 438,000.00
Amendment #1 Total	\$ 183,000.00
Amendment #2 Total	\$ 52,300.00
Amendment #3 Total	\$ 126,075.00
Amendment #4 Total	\$ 53,751.50
Amendment #5 Total	\$ 137,100.00
Amendment #6 Total	\$ 126,100.00
Amendment #7 Total	\$ 52,000.00
Total Contract	\$ 1,168,326.50

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Items not specifically included in the Scope of Services above.

Revisions due to errors or omissions by Olsson and correcting the plans accordingly will be at no cost to the City.

Anticipated Schedule

To maintain the project schedule, the items described above have either already taken place, or are anticipated to occur following the amendment approval.

Anticipated Amendment #7 NTP -	10/26/2019
Anticipated Project Completion -	12/30/2020

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services for Amendment #7 will be provided on a time and expense basis not to exceed \$52,000.

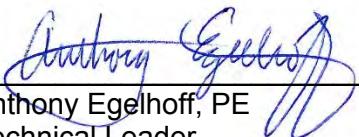
TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Jeffrey C. Ford
Senior Vice President

By 
Anthony Egelhoff, PE
Technical Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF LA VISTA, NE

By _____
Signature

Printed Name _____

Title _____ Dated _____

F:\2016\0501-1000\016-0546\20-Management\Contracts\Amendments\B16-0546 Public Improvements - 84th Street
Connections\Amend #7\19-10-10 _RDBR_B16-0546 Amendment 7.docx

OLSSON BILLING RATE SCHEDULE

2019 LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	109 - 381
Project Manager.....	103 - 189
Project Professional.....	94 - 168
Assistant Professional.....	47 - 143
Designer.....	84 - 178
CAD Operator.....	32 - 116
Survey.....	43 - 171
Construction Services.....	40 - 189
Administrative/Clerical.....	29 - 130

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey, Field Operations (Special Inspection, Construction Observation, Geotechnical), Non-Destructive Testing, Drilling, etc.) and they will provide their Special Services Labor Rate Schedule for you to include with your Agreement.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.58/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2019 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT AMENDMENT – SUPPLEMENTAL SURVEY MISCELLANEOUS AREAS ALONG 84 TH STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG SENIOR PLANNER

SYNOPSIS

A resolution has been prepared to approve an agreement amendment with Design Workshop to provide supplemental survey services for miscellaneous areas along 84th Street.

FISCAL IMPACT

The FY19/20 biennial budget provides finding for multiple potential public infrastructure improvements and associated services.

RECOMMENDATION

Approval.

BACKGROUND

On July 5, 2017 the City Council approved the selection of Design Workshop to provide schematic design services for the Streetscape Plan for 84th Street. On November 6, 2018 the City Council approved an agreement with Design Workshop for final design services related to the Streetscape Plan for 84th Street.

In preparation for related project design work along 84th Street, it was concluded that additional survey services are necessary to gather detailed information regarding topography, pipeline locations, and the extent of easements in relation to those projects. Survey services are expected to take place this fall in anticipation of final project design work over the next several months.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH DESIGN WORKSHOP, INC. OF DENVER, COLORADO, TO PROVIDE SURVEY SERVICES RELATING TO THE STREETSCAPE PLAN FOR 84TH STREET.

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

WHEREAS, on July 5, 2017 the City Council of the City of La Vista approved the selection of Design Workshop to provide schematic design services for the Streetscape Plan for 84th Street; and

WHEREAS, on November 6, 2018 the City Council of the City of La Vista approved an agreement with Design Workshop for final design services related to the Streetscape Plan for 84th Street; and

WHEREAS, in preparation for related design work along 84th Street it was concluded that additional survey services were necessary to gather detailed information regarding topography, pipeline locations, and the extent of easements in relation to those projects; and

WHEREAS, in conjunction with Design Workshop, staff determined a detailed scope of work and terms of an agreement for the survey services; and

WHEREAS, the FY19/20 Biennial Budget contains funding for multiple potential public infrastructure improvements and associated services; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve an agreement with Design Workshop, Inc. of Denver, Colorado, to provide supplemental survey services for the 84th Street Corridor at a cost of \$22,700.00.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2019.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

Design Workshop, Inc.

Landscape Architecture

Planning

Urban Design

1390 Lawrence Street

Date 10/30/2019

Suite 100

Denver, CO 80204

303.623.5186

303.623.2260 fax

Proposal for 84th Streetscape
City of La Vista Nebraska
La Vista, Nebraska

Asheville

Additional Services for: 84th Streetscape_Supplemental Survey

Aspen

Add Service Number: 1

Austin

Dear Chris Solberg:

Chicago

This letter is a request for approval to complete additional services associated with 84th Streetscape located in La Vista, Nebraska. Tasks related to supplemental survey services.

Denver

Park Access Road Survey, Existing Pipeline Survey and Easement Legal Descriptions & Exhibits

Dubai

Houston

Lake Tahoe

Los Angeles

DESCRIPTION

Shanghai

The scope of services for this survey includes the potential park access road and the existing pipeline easement areas which were not included in previous surveys.

designworkshop.com**SURVEY SERVICES**

Field survey – perform a topographic survey by locating the physical features of the project to the extent shown on the attached Exhibit B – Park Access Road and Underpass Survey Limits..

One Call- Call for utility locates and review information. Private utility locates are not included.

Cad services – upload, download, check, and process collected electronic field data,

Senior Surveyor services – for project coordination, review, and QA/QC.

DELIVERABLES

The consultant shall provide acceptable survey drawings and surface models (Civil3D format) for use in the design of the streetscape project. The consultant shall also prepare exhibits and legal descriptions for use in acquiring necessary right-of-way and easements for the project. A total of 4 exhibits are included. It is assumed that title commitments for the parcels impacted by the project will be provided by the City of La Vista.

SCHEDULE

Notice to Proceed (NTP)

TBD

Completion of Multiple One Call Ticket Requests

3 weeks

Completion of field survey

2 weeks

Completion of office work	2 weeks
Delivery of completed survey	1 day
Total duration from NTP is 7 weeks.	

FEE

For services as enumerated above you will pay a maximum not to exceed of \$19,535.00.

84th Street Pickup Survey and Easement Legal Descriptions & Exhibits

DESCRIPTION

The scope of services for this survey includes picking up additional topography along 84th Street between Giles Road and Harrison Street as well as a few side street connections therein as shown on the attached Exhibit A – 84th St. Pickup Survey Limits. This survey effort will not be started until after the current rehabilitation work on 84th Street is complete.

SURVEY SERVICES

Field survey – perform a topographic survey by locating the physical features of the project to the extent of 25 feet beyond the marked area.

One Call- Call for utility locates and review information. Private utility locates are not included.

Cad services – upload, download, check, and process collected electronic field data,

Senior Surveyor services – for project coordination, review, and QA/QC.

DELIVERABLES

The consultant shall provide acceptable survey drawings and surface models (Civil3D format) for use in the design of the streetscape project.

The consultant shall also prepare exhibits and legal descriptions for use in acquiring necessary right-of-way and easements for the project. A total of 12 exhibits are included. It is assumed that title commitments for the parcels impacted by the project will be provided by the City of La Vista.

SCHEDULE

Notice to Proceed (NTP)	TBD
Completion of Multiple One Call Ticket Requests	3 weeks
Completion of field survey	2 weeks
Completion of office work	2 weeks
Delivery of completed survey	1 day
Total duration from NTP is 7 weeks.	

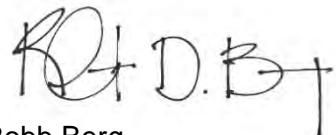
FEE

For services as enumerated above you will pay a maximum not to exceed of \$22,700.00.

Please call me at 720-907-9360 if you have any questions regarding this request for additional services.

Sincerely,

DESIGN WORKSHOP, INC.



Robb Berg
Principal

ADDITIONAL SERVICES APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____

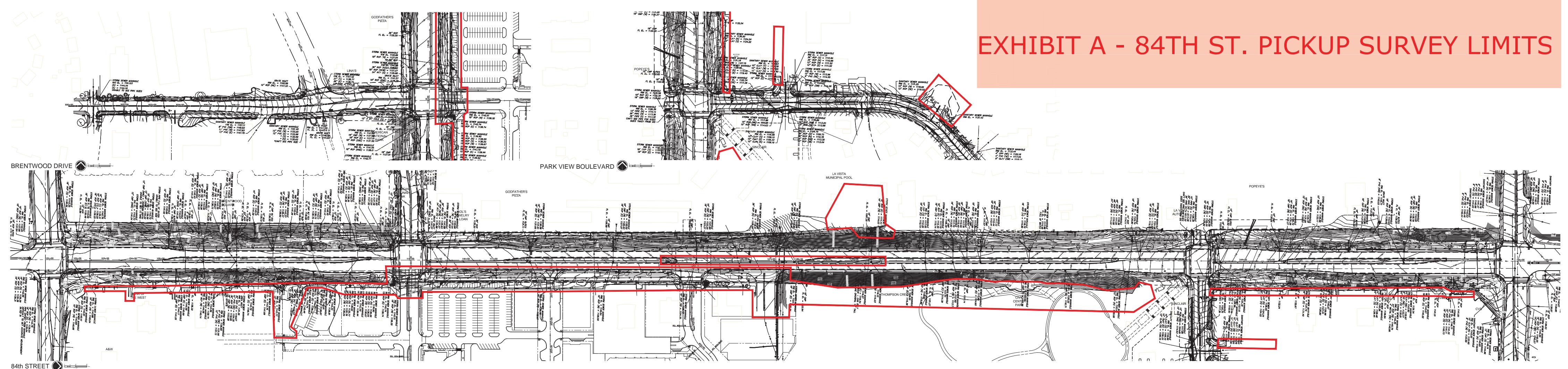
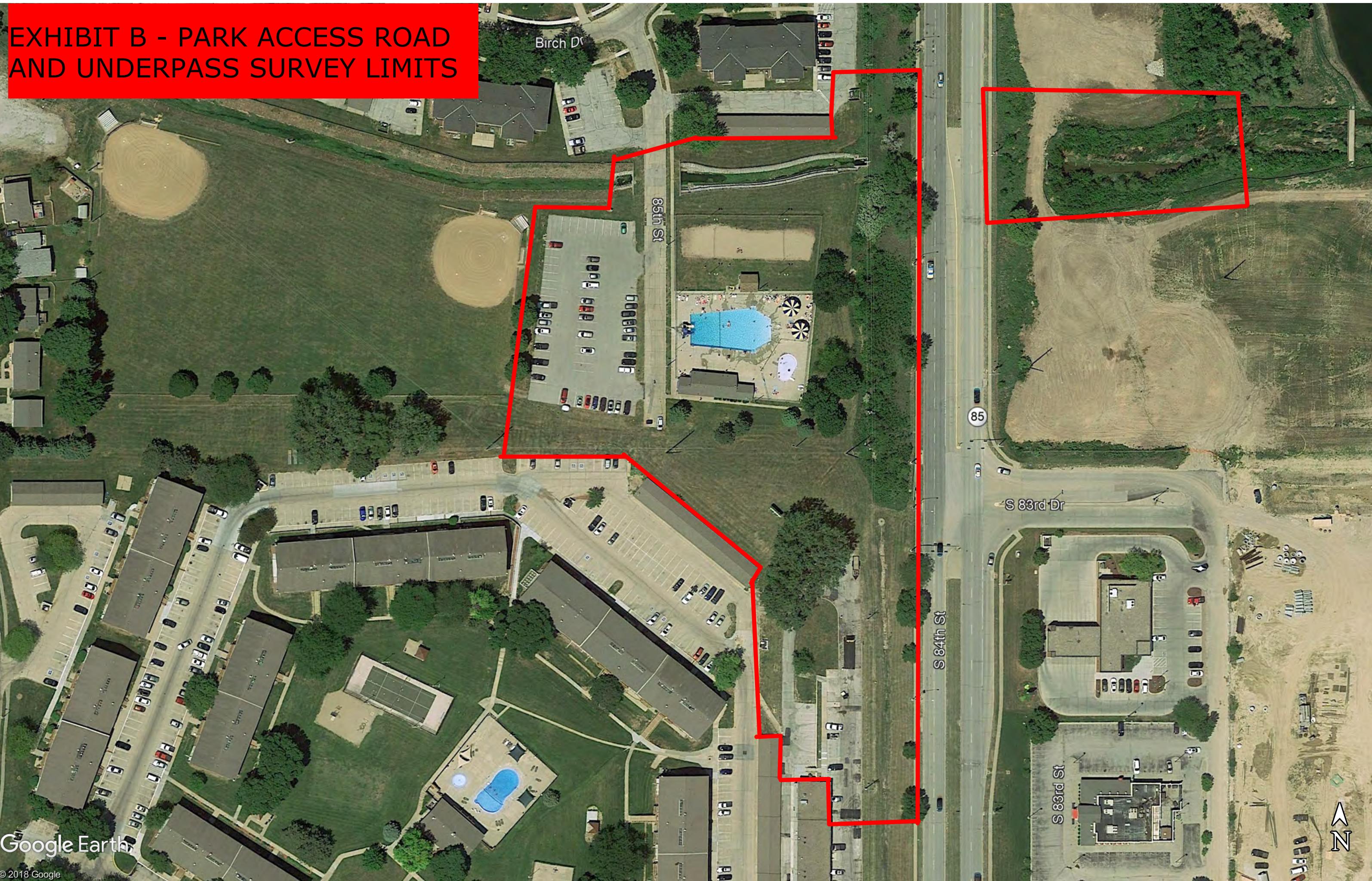


EXHIBIT B - PARK ACCESS ROAD AND UNDERPASS SURVEY LIMITS



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2019 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES — SALUTE TO SUMMER FESTIVAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to authorize professional event management services from Wellington, Overland Park, KS in the amount of \$19,375.

FISCAL IMPACT

The FY19/20 Biennial Budget includes funding for the Salute to Summer festival and 60th Anniversary related enhancements.

RECOMMENDATION

Approval.

BACKGROUND

In anticipation of the City's 60th Anniversary in 2020, staff has been working with Wellington to plan and develop ideas/activities to refresh traditional annual events throughout the year. A significant area of focus has been placed on Salute to Summer, because it is no longer feasible to hold the traditional carnival in Central Park. (*The drive through Central Park serves as an emergency access road to City Centre and because buildings are now occupied there, events/activities that could obstruct the access road can no longer be held there.*)

The 2020 Salute to Summer weekend will be hosted on the municipal campus and is being planned as a festival-style experience to include something for everyone to celebrate. The new festival format is intended to create an environment that provides activities and entertainment for families and friends to interact with each other, celebrate the things we love about La Vista and help create a more cohesive sense of community.

While we are currently in the process of reorganizing our staff event committees accordingly, the recommended changes are significant and outside assistance is needed in order to fully execute this transformation. Wellington's event management services will be utilized to assist with business partnerships, food trucks, entertainment & logistics, a community service project and other on-site management assistance.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WELLINGTON, OVERLAND PARK, KANSAS, FOR PROFESSIONAL EVENT MANAGEMENT SERVICES FOR THE SALUTE TO SUMMER FESTIVAL IN THE AMOUNT OF \$19,375.00.

WHEREAS, the City desires to enter into a professional services agreement with Wellington for professional event management services for the Salute to Summer Festival; and

WHEREAS, the FY19/20 Biennial Budget includes funding for the proposed professional services; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Mayor to execute a professional services agreement with Wellington, Overland Park, Kansas, for professional event management services for the Salute to Summer Festival in the amount of \$19,375.00.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

City of La Vista**60th Anniversary Summer Festival Execution | 2020****Wellington Management Estimate: \$19,375.00**

WELLINGTON MANAGEMENT FEE	COST + TAX & FEES	QUANTITY	TOTAL	
Business Partnership Committee Support <i>Help identifying what to ask for (assumes asks made by committee)</i> <i>Help identifying recognition opportunities</i>				
Coordinating food trucks				
Coordinating the live entertainment <i>Bands and live music</i> <i>Wildlife exhibit</i>				
Coordinating the veterans projects				
General event logistics <i>Includes rental of generators, staging, tenting, additional chairs/tables, etc.</i>				
Liaison with outside planning committee for the Lounge @ La Vista <i>Assumes outside planning committee takes on responsibility of planning, Wellington to coordinate with them, advise, and report back to City team</i>				
Project Management and Onsite Run of Show <i>Includes project management for all components outlined above</i> <i>Includes creation of onsite execution plan for all logistical components</i> <i>Assumes staffing needs and volunteers are coordinated by the city directly</i>				
Onsite Support <i>Includes support of (2) Wellington managers for (3) days</i> <i>Onsite hard costs such as hotel, meals, and mileage to be billed separately</i>				
FEES	\$19,375.00	\$19,375.00	1	\$19,375.00
Total Management Fee			\$19,375.00	

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2019 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE UTILITY CARTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the purchase of (2) two Toro Workman MDX utility carts from Midwest Turf and Irrigation, 14201 Chalco Valley Parkway Omaha, NE 68138 for an amount not to exceed \$11,400.00

FISCAL IMPACT

The FY 19/20 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

In 2017, the City purchased a similar utility vehicle coming off of lease from Omaha Country Club through Midwest Turf and Irrigation. The Parks division uses this utility to perform a multitude of tasks and there is currently another opportunity to similarly purchase additional utility vehicles coming off of lease. These are low hour units and are about \$4000 less expensive than buying a new unit. One unit will be placed at City Park and will be used to drag ballfields and perform general maintenance. The second unit will be placed at Civic Center Park to perform maintenance activities in and around the park.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TWO (2) TORO WORKMAN MDX UTILITY CARTS FROM MIDWEST TURF AND IRRIGATION, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$11,400.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of two (2) Toro Workman MDX utility carts is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for this 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 purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of two (2) Toro Workman MDX utility carts from Midwest Turf and Irrigation, Omaha, Nebraska in an amount not to exceed \$11,400.00.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2019 AGENDA

Subject:	Type:	Submitted By:
REVISED INTERLOCAL AGREEMENT – OPPD PAYMENTS IN LIEU OF TAXES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the Mayor to sign the Revised Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments In Lieu of Taxes (PILOT).

FISCAL IMPACT

The Revised Interlocal Agreement does not impact the City of La Vista's allocation of OPPD Payment In Lieu of Taxes.

RECOMMENDATION

Approval.

BACKGROUND

On September 19, 2017, Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an Interlocal Agreement creating the Sarpy County and Cities Wastewater Agency. The Agency Board consists of one representative from each of the six participating entities.

On June 26, 2019, the Agency's Board voted unanimously to approve the resolution establishing the Agency's jurisdiction and adopting the Growth Management Plan. City Council approved the Agency's jurisdiction and adopted the Agency's Growth Management Plan through Resolution No. 19-102 on July 16, 2019.

The Agency's Board approved an iteration of the OPPD Interlocal Agreement at their September 25th Board Meeting; however, several member entities had concerns about the language in the Agreement. The Revised OPPD Interlocal Agreement was drafted to address these concerns, and the Agency will consider approving the Revised OPPD Interlocal Agreement at its November 6, 2019 Board Meeting.

The attached resolution would also authorize the Mayor to sign an Alternate Revised OPPD Interlocal Agreement should the City of Gretna choose not to participate. The Alternate Revised OPPD Interlocal would remove Gretna from the Agreement, and the amount of Gretna's PILOT Contribution Threshold would be moved from the overall obligation. The threshold obligations of the remaining members would not change. Should Gretna choose not to participate, any future connection by Gretna would have to be negotiated at a later time.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE EXECUTION OF THE REVISED INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF TAXES

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the "Act"), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "Formation Interlocal") and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency") (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal). The Formation Interlocal is incorporated herein by this reference; and

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board; and

WHEREAS, the City of La Vista is a Member of the Agency; and

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.03, on or before April 1 of each year, the Omaha Public Power District ("OPPD") is required to pay to the County treasurer a sum equal to five percent (5%) of the gross revenues derived by OPPD during the preceding calendar year from retail sales of electricity within the incorporated cities and villages located within the County (the "Annual OPPD Payment"); and

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.04, each Annual OPPD Payment is subsequently divided and distributed by the County treasurer to the Cities, the County, school districts, and any learning community located in the Cities in the proportion that their respective property tax levies in the preceding year bore to the total of such levies ("Annual OPPD Distribution"); and

WHEREAS, the Agency's operating budget can, in part, be funded by the agreement of each Member having jurisdiction over certain areas in Sarpy County to pledge and contribute to the Agency a portion of the Annual OPPD Distribution otherwise paid and made available to them pursuant to Neb. Rev. Stat. 70-651.04; and

WHEREAS, pursuant to Agency Resolution 2019-014, the Agency approved and authorized the Agency Board Chair to execute the Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes ("OPPD Interlocal"), which was not adopted by the Members' individual governing bodies and was not put into effect; and

WHEREAS, it was found to be beneficial to the Agency and Members to revise the OPPD Interlocal, ("Revised OPPD Interlocal"); and

WHEREAS, the Governing Body of the City of La Vista discussed the proposed Revised OPPD Interlocal for the City of La Vista's payment to the Agency of a portion of

the its Annual OPPD Distributions for retail electricity services attributable to customers located within the PILOT Allocation Area (as defined in the Revised OPPD Interlocal) that is in the City of La Vista's jurisdiction for the 2019 calendar year and for years thereafter; and

WHEREAS, after discussion the Governing Body of the City of La Vista has deemed it appropriate, necessary, convenient and advisable to approve the Revised OPPD Interlocal and to authorize its execution by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska that, pending approval of Sarpy County and the Cities of Bellevue, Springfield, Papillion, and Gretna, the Revised OPPD Interlocal, a copy of which is attached hereto as Exhibit A, is hereby approved; and

BE IT ALERNATELY RESOLVED that, should any of the above listed County or Cities not approve the Revised OPPD Interlocal, the Mayor and City Council of the City of La Vista instead approves the Alternate Revised OPPD Interlocal, a copy of which is attached hereto as Exhibit B; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is hereby authorized to execute on behalf of the City of La Vista the Revised OPPD Interlocal or the Alternate Revised OPPD Interlocal, as approved by the Sarpy County and Cities Wastewater Agency at its November 6, 2019, Agency Board Meeting; and further that the Recitals above are incorporated into the Resolutions by reference.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Exhibit A
Revised OPPD Interlocal

**REVISED INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND
ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF
TAXES**

THIS REVISED INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF TAXES (“Agreement”) is made by and between the Sarpy County and Cities Wastewater Agency (the “Agency”), and the County of Sarpy, Nebraska (the “County”) and the following cities (collectively, the “Cities”): the City of Papillion, Nebraska (“Papillion”), the City of Bellevue, Nebraska (“Bellevue”), the City of Springfield, Nebraska (“Springfield”), the City of La Vista, Nebraska (“La Vista”), and the City of Gretna, Nebraska (“Gretna”). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

WHEREAS, the County and the Cities are political subdivisions, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended the “Formation Interlocal”), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, *et seq.* (the “Act”). The Formation Interlocal is incorporated herein by this reference;

WHEREAS, the County and the Cities are Members of the Agency;

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.03, on or before April 1 of each year, the Omaha Public Power District (“OPPD”) is required to pay to the County treasurer, in lieu of taxes, a sum equal to five percent (5%) of the gross revenues collected by OPPD during the preceding calendar year from retail sales of electricity within the incorporated cities and villages located within the County (the “Annual OPPD PILOT”);

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.04, each Annual OPPD PILOT is subsequently divided and distributed by the County treasurer to the Cities, County, school districts, and any learning community located in the Cities in the proportion that their respective property tax levies in the preceding year bore to the total of all such levies (“Annual PILOT Distribution”);

WHEREAS, the Members currently receive, and expect to receive in the future, Annual PILOT Distributions;

WHEREAS, subject to the terms of this Agreement, in order to fund a portion of the Agency’s financial obligations related to the construction, operation, maintenance and financing of the Unified SSWS, the Members having jurisdiction over certain areas in Sarpy County desire to pledge and contribute to the Agency a portion of the Annual PILOT Distribution that would otherwise be paid and made available to each of them pursuant to Neb. Rev. Stat. 70-651.04; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Contribution to the Agency of Annual PILOT Distributions.** Effective upon the County treasurer's receipt of the Annual OPPD PILOT for the retail sale of electricity to OPPD customers and users located in the Members' respective jurisdictions within the "PILOT Allocation Area" shown on the map attached hereto as **Exhibit A** and incorporated herein by this reference during the 2019 calendar year (which is payable by OPPD in 2020), and for each calendar year thereafter as hereinafter set forth in this Agreement, the Members hereby agree to pledge, contribute, and otherwise pay to the Agency its Member PILOT Contribution (as defined herein).
 - a) Except as set forth in Section 1(b) below, the "Member PILOT Contribution" shall be an amount equal to (i) the total Annual PILOT Distributions actually received by each Member that are, as determined by OPPD, directly attributable to retail electricity services to all OPPD customers and users located in the PILOT Allocation Area *less* (ii) the applicable "Baseline PILOT Distribution" set forth on **Exhibit D** attached hereto and incorporated herein by reference, which represents the Annual PILOT Distributions actually received by each Member for the 2018 calendar year (which were distributed to the Members in 2019) that are directly attributable to such customers and users.
 - b) Effective as of the date the Agency receives a combined cumulative total of Member PILOT Contributions in excess of Twenty-Two Million and No/100 Dollars (\$22,000,000.00), when any Member's total Member PILOT Contribution equals or exceeds the Member's applicable PILOT Contribution Threshold (as defined in Section 2(a) below) said Member's PILOT Contribution shall be adjusted to be equal to fifty percent (50%) of the Member PILOT Contribution otherwise payable by such Member pursuant to Section 1(a) above ("Adjusted Member PILOT Contribution").
 - c) Effective as of the date the Agency receives a combined cumulative total of Member PILOT Contributions/Adjusted Member PILOT Contributions equal to or in excess of Thirty Million and No/100 Dollars (\$30,000,000.00), no further Member PILOT Contributions/Adjusted Member PILOT Contributions shall be required from any Member.
 - d) The parties acknowledge and agree that the Member PILOT Contribution and Adjusted Member PILOT Contribution shall not include any Annual OPPD PILOT, Annual PILOT Distribution, or other fees or payments attributable to the retail sale of electricity to OPPD customers and users located outside of the PILOT Allocation Area. Each Member shall pay to the Agency its Member PILOT Contribution (or Adjusted Member PILOT Contribution, as applicable) within 30 days after such Member's receipt of its Annual PILOT Distribution from the County.
2. **PILOT Contribution Threshold and Reimbursements.**

- a) For purposes of this Agreement, each Member's applicable "PILOT Contribution Threshold" is set forth on **Exhibit B** attached hereto and incorporated herein by reference.
- b) The Members acknowledge and agree that the PILOT Contribution Thresholds are generally allocated in proportion to the areas of developable land in their respective jurisdictions as shown on the map attached hereto as **Exhibit C** and incorporated herein by reference.
- c) Each Member that has made Member PILOT Contributions (or Adjusted Member PILOT Contributions, as applicable) during the term of this Agreement shall be reimbursed by the Agency for such amount; provided, however, that the Agency's reimbursement of any Member PILOT Contributions/Adjusted Member PILOT Contributions shall be subject to the satisfaction of the following conditions:
 - i. No Member can be reimbursed for its Member PILOT Contributions/Adjusted Member PILOT Contributions until the earlier of (A) the date the Agency receives a combined cumulative total of Member PILOT Contributions and Adjusted Member PILOT Contributions of Thirty Million and No/100 Dollars (\$30,000,000.00), or (B) such time as the Agency Board, in its sole and absolute discretion, determines it has sufficient funds to make such reimbursements;
 - ii. The Agency's obligation to reimburse the Members for their respective Member PILOT Contributions/Adjusted Member PILOT Contributions shall be subject to the Agency's prior payment and/or satisfaction of any other Agency financial obligations, including, but not limited to, any SRF loan obligations, and any waterfall, availability payment, concessionaire fees and other fees and charges payable to the operator, concessionaire, lessee or developer of the Unified SSWS (collectively, the "Developer");
 - iii. The Agency's reimbursement of any Member's PILOT Contributions/Adjusted Member PILOT Contributions may be made after the Agency demonstrates cash reserves for 12 months of projected payments to the Developer above any reserve the Agency is required to maintain as part of its contract(s) with the Developer; and
 - iv. Any amount by which a Member's cumulative Member PILOT Contributions/Adjusted Member PILOT Contributions exceeds its applicable PILOT Contribution Threshold shall be hereinafter referred to as the "Excess PILOT Contribution." Members which have contributed Excess PILOT Contributions shall be given priority in the reimbursement of the amount contributed in excess of the Member PILOT Contribution Threshold. The Agency's reimbursement of Excess PILOT Contributions shall be made proportionally based on the total amount of excess contributions made by each Member. Once all Excess PILOT Contributions, with applicable interest accruing as of the date the applicable

Excess PILOT Contributions are made and calculated as simple interest at a rate of 1.5 percent per annum, have been reimbursed, the Agency shall begin reimbursement of the Member PILOT Contributions under this Section 2(c), and said reimbursements shall be paid to the applicable Members in proportion to the total amount paid by each Member of the cumulative PILOT Contributions.

- d) Except for a failure to pay as provided in Section 3, if a Member has not contributed the entirety of its PILOT Contribution Threshold at such time as said Member desires to connect to the Unified SSWS, such deficiency will not be included or accounted for as part of any connection fees which must be paid by said Member, nor will the Member be required to contribute the entirety of its PILOT Contribution Threshold before being allowed to connect to the Unified SSWS. Nothing herein will relieve said Member from continuing to make PILOT Contribution payments as required under the terms of this Agreement until such time as the Agency has received a cumulative total of Member PILOT Contributions equal to or in excess of \$30,000,000.00.
- e) In the event the Agency dissolves in accordance with the Formation Interlocal or pursuant to applicable Nebraska law, all Member PILOT Contributions, Adjusted Member PILOT Contributions and other sums actually contributed or otherwise paid to and held by the Agency pursuant to this Agreement as of the effective date of such dissolution may be paid back to each Member in proportion that its individual contributions bears to the Members' aggregate contributions pursuant to this Agreement; provided, however, that no sums may be paid back to the Members under this section until such time as all other outstanding Agency debts, liabilities and obligations are paid, retired and otherwise satisfied.

3. **Failure to Pay.** In the event any Member fails to pay its applicable Member PILOT Contribution or Adjusted Member PILOT Contribution in accordance with Section 1 above, and such failure continues after 30 days' prior written notice from the Agency, then the Agency may either (a) increase any connection and/or user fees to such Member's jurisdiction so that such increased amount is equal to the Member PILOT Contribution (or Adjusted Member PILOT Contribution, as applicable) payable by such Member, or (b) refuse to allow developments within such Member's jurisdiction to connect to the Unified SSWS until such accrued Member PILOT Contribution (or Adjusted Member PILOT Contribution, as applicable) then due and owing is paid by such Member.

4. **Periodic Review.** At any time subsequent to the completion of construction of Phase 1A of the Unified SSWS (but no more than once per Agency fiscal year), the Agency Board shall, upon the written request of any Member, periodically review the terms and conditions of this Agreement including, but not limited to, the Member PILOT Contributions, the Adjusted Member PILOT Contributions, and the PILOT Contribution Threshold to determine whether any amendments to such terms are necessary and reasonable based on the then actual revenues, operating surplus (or deficit), and/or available cashflow balance generated from the Unified SSWS to reduce the Member's obligations pursuant to this Agreement. Subject to the limitations set forth in Section 5(e) below, the Agency may

thereafter amend such terms pursuant to an amendment to this Agreement executed by the Agency and all Members' respective governing bodies.

5. **Interlocal Cooperation Act.** This Agreement is entered into between the parties pursuant to the Act. The parties agree:

- a) This Agreement does not establish any separate legal or administrative entity.
- b) Commencing on the Effective Date (as defined in Section 7 below), this Agreement shall continue in full force and effect until the earlier of (i) the date on which all Members receive a full reimbursement of their respective Member PILOT Contributions paid to the Agency pursuant to Section 2(c) above, or (ii) the date all the parties hereto agree in writing to terminate this Agreement, subject to approvals required pursuant to any future agreement(s) with the Developer and/or any lender or financier for the construction, operation, maintenance and financing of the Unified SSWS.
- c) The purpose hereof is to fund the Agency's payment obligations pursuant to any financial obligations related to the construction, operation, maintenance and financing of the Unified SSWS.
- d) No separate financing is necessary for the implementation of this Agreement.
- e) Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the agreement of all the Members as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution.
- f) Any cooperative effort that is needed will be administered by the respective designees of each Member to the Agency Board pursuant to the Formation Interlocal. Except as otherwise provided herein, there will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.
- g) Notwithstanding anything in this Agreement to the contrary, if a Member withdraws from the Agency in accordance with the Formation Interlocal, the Member's participation under this Agreement automatically shall terminate without further action or obligation required of the Member.

6. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and the parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other parties. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

7. **Effective Date.** This Agreement shall be subject to approval of the governing bodies of all the parties, and each party shall each furnish to the other parties a certified copy of the

resolution of its respective governing body. This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto (the "Effective Date").

8. **Miscellaneous.** This Agreement may be modified only by written amendment, approved by the governing bodies of all parties and duly executed by authorized representatives of the parties. Every amendment shall specify the date on which its provisions shall be effective, and if an effective date is not specified, the amendment shall be effective on the last date that the amendment is executed by a party. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by any party other than those that are expressly set forth herein. No agent, employee or other representative of any party is empowered to alter any of the terms hereof except as provided herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

The recitals at the beginning of this Agreement and all Exhibits or other documents referenced in this Agreement shall be incorporated herein by this reference.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this _____ day of _____, 2019.

SARPY COUNTY AND CITIES
WASTEWATER AGENCY,
A Political Subdivision

By _____
Chairperson, Agency Board

ATTEST:

Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by Sarpy County this _____ day of _____, 2019.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

By _____
Chairperson, Board of Commissioners

Attest:

Sarpy County Clerk

Approved as to form:

Sarpy County Attorney

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Bellevue this _____ day of _____, 2019.

ATTEST:

CITY OF BELLEVUE, a Nebraska
Municipal Corporation

Sabrina Ohnmacht, City Clerk

Rusty Hike, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Papillion this _____ day of _____, 2019.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole Brown, City Clerk

David P. Black, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of La Vista this _____ day of _____, 2019.

ATTEST:

CITY OF LA VISTA, a Nebraska
Municipal Corporation

Pamela A. Buethe, City Clerk

Douglas Kindig, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Gretna this _____ day of _____, 2019.

ATTEST:

CITY OF GRETNA, a Nebraska
Municipal Corporation

Tammy L. Tisdall, City Clerk

James W. Timmerman, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Springfield this _____ day of _____, 2019.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska
Municipal Corporation

Kathleen Gottsch,
City Administrator/City Clerk

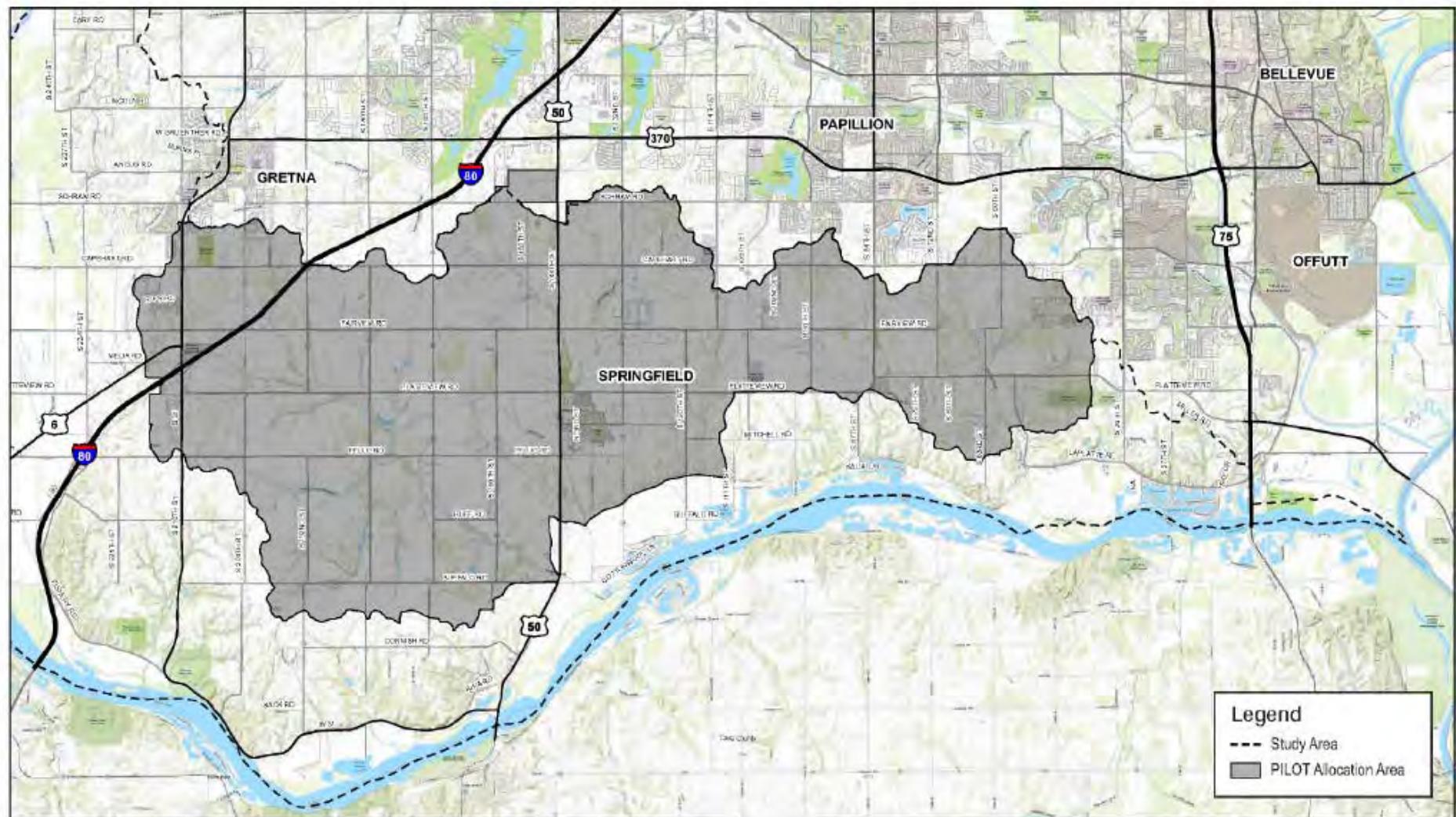
Robert Roseland, Mayor

CITY SEAL

EXHIBIT A

PILOT Allocation Area Map

[Attached]



SOUTHERN SARPY COUNTY



DATE
September 2019
FIGURE
PILOT Allocation
Area Map

EXHIBIT B**PILOT Contribution Thresholds**

Member	PILOT Contribution Threshold
Bellevue	\$4,261,560.00
Gretna	\$4,258,682.00
Papillion	\$6,160,303.00
Sarpy County	\$11,293,170.00
Springfield	\$4,026,285.00
Total	\$30,000,000.00

EXHIBIT C

Map of Jurisdictional Areas South of Sarpy County Ridgeline

[Attached]

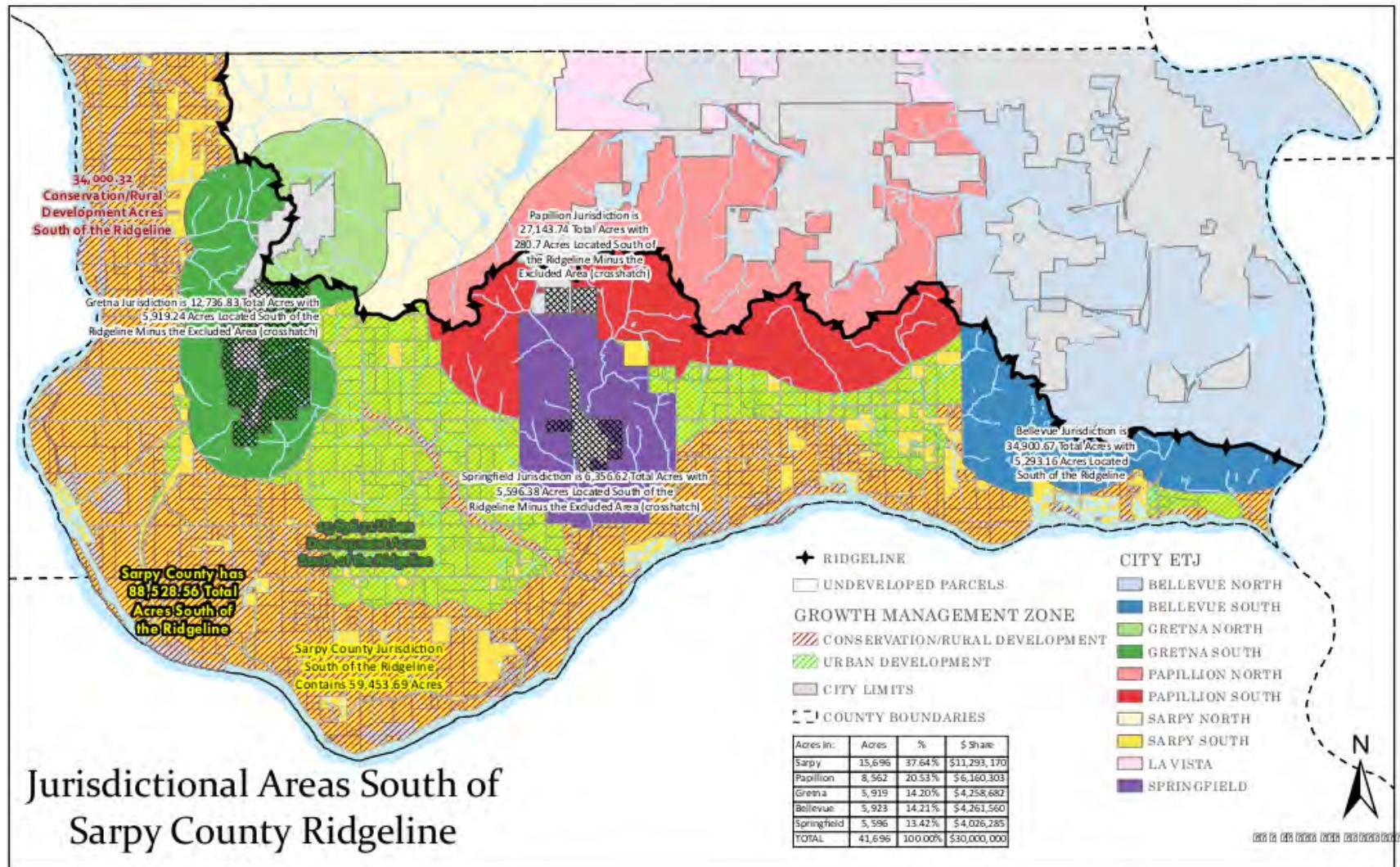


EXHIBIT D

Baseline PILOT Distributions

Member	Baseline PILOT Distribution
Bellevue	\$0.00
Gretna	\$12,624.66
Papillion	\$24,058.54
Sarpy County	\$34,782.09
Springfield	\$26,449.56
Total	\$97,914.85

Exhibit B
Alternate Revised OPPD Interlocal

**REVISED INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND
ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF
TAXES (ALTERNATE)**

THIS INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF TAXES (“Agreement”) is made by and between the Sarpy County and Cities Wastewater Agency (the “Agency”), and the County of Sarpy, Nebraska (the “County”) and the following cities (collectively, the “Cities”): the City of Papillion, Nebraska (“Papillion”), the City of Bellevue, Nebraska (“Bellevue”), the City of Springfield, Nebraska (“Springfield”), and the City of La Vista, Nebraska (“La Vista”). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein. For purposes of this Agreement, the term “Members” shall refer only to the Agency Members that are parties hereto.

WHEREAS, the County and the Cities are political subdivisions, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended the “Formation Interlocal”), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, *et seq.* (the “Act”). The Formation Interlocal is incorporated herein by this reference;

WHEREAS, the County and the Cities are Members of the Agency;

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.03, on or before April 1 of each year, the Omaha Public Power District (“OPPD”) is required to pay to the County treasurer, in lieu of taxes, a sum equal to five percent (5%) of the gross revenues collected by OPPD during the preceding calendar year from retail sales of electricity within the incorporated cities and villages located within the County (the “Annual OPPD PILOT”);

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.04, each Annual OPPD PILOT is subsequently divided and distributed by the County treasurer to the Cities, County, school districts, and any learning community located in the Cities in the proportion that their respective property tax levies in the preceding year bore to the total of all such levies (“Annual PILOT Distribution”);

WHEREAS, the Members currently receive, and expect to receive in the future, Annual PILOT Distributions;

WHEREAS, subject to the terms of this Agreement, in order to fund a portion of the Agency’s financial obligations related to the construction, operation, maintenance and financing of the Unified SSWS, the Members having jurisdiction over certain areas in Sarpy County desire to pledge and contribute to the Agency a portion of the Annual PILOT Distribution that would otherwise be paid and made available to each of them pursuant to Neb. Rev. Stat. 70-651.04; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Contribution to the Agency of Annual PILOT Distributions.** Effective upon the County treasurer's receipt of the Annual OPPD PILOT for the retail sale of electricity to OPPD customers and users located in the Members' respective jurisdictions within the "PILOT Allocation Area" shown on the map attached hereto as **Exhibit A** and incorporated herein by this reference during the 2019 calendar year (which is payable by OPPD in 2020), and for each calendar year thereafter as hereinafter set forth in this Agreement, the Members hereby agree to pledge, contribute, and otherwise pay to the Agency its Member PILOT Contribution (as defined herein).
 - a) Except as set forth in Section 1(b) below, the "Member PILOT Contribution" shall be an amount equal to (i) the total Annual PILOT Distributions actually received by each Member that are, as determined by OPPD, directly attributable to retail electricity services to all OPPD customers and users located in the PILOT Allocation Area *less* (ii) the applicable "Baseline PILOT Distribution" set forth on **Exhibit D** attached hereto and incorporated herein by reference, which represents the Annual PILOT Distributions actually received by each Member for the 2018 calendar year (which were distributed to the Members in 2019) that are directly attributable to such customers and users.
 - b) Effective as of the date the Agency receives a combined cumulative total of Member PILOT Contributions in excess of Twenty-Two Million and No/100 Dollars (\$22,000,000.00), when any Member's total Member PILOT Contribution equals or exceeds the Member's applicable PILOT Contribution Threshold (as defined in Section 2(a) below) said Member's PILOT Contribution shall be adjusted to be equal to fifty percent (50%) of the Member PILOT Contribution otherwise payable by such Member pursuant to Section 1(a) above ("Adjusted Member PILOT Contribution").
 - c) Effective as of the date the Agency receives a combined cumulative total of Member PILOT Contributions/Adjusted Member PILOT Contributions equal to or in excess of Twenty Five Million Seven Hundred Forty One Thousand Three Hundred Eighteen and No/100 Dollars (\$25,741,318.00), no further Member PILOT Contributions/Adjusted Member PILOT Contributions shall be required from any Member.
 - d) The parties acknowledge and agree that the Member PILOT Contribution and Adjusted Member PILOT Contribution shall not include any Annual OPPD PILOT, Annual PILOT Distribution, or other fees or payments attributable to the retail sale of electricity to OPPD customers and users located outside of the PILOT Allocation Area. Each Member shall pay to the Agency its Member PILOT Contribution (or Adjusted Member PILOT Contribution, as applicable) within 30 days after such Member's receipt of its Annual PILOT Distribution from the County.
2. **PILOT Contribution Threshold and Reimbursements.**

- a) For purposes of this Agreement, each Member's applicable "PILOT Contribution Threshold" is set forth on **Exhibit B** attached hereto and incorporated herein by reference.
- b) The Members acknowledge and agree that the PILOT Contribution Thresholds are generally allocated in proportion to the areas of developable land in their respective jurisdictions as shown on the map attached hereto as **Exhibit C** and incorporated herein by reference.
- c) Each Member that has made Member PILOT Contributions (or Adjusted Member PILOT Contributions, as applicable) during the term of this Agreement shall be reimbursed by the Agency for such amount; provided, however, that the Agency's reimbursement of any Member PILOT Contributions/Adjusted Member PILOT Contributions shall be subject to the satisfaction of the following conditions:
 - i. No Member can be reimbursed for its Member PILOT Contributions/Adjusted Member PILOT Contributions until the earlier of (A) the date the Agency receives a combined cumulative total of Member PILOT Contributions and Adjusted Member PILOT Contributions of Twenty Five Million Seven Hundred Forty One Thousand Three Hundred Eighteen and No/100 Dollars (\$25,741,318.00), or (B) such time as the Agency Board, in its sole and absolute discretion, determines it has sufficient funds to make such reimbursements;
 - ii. The Agency's obligation to reimburse the Members for their respective Member PILOT Contributions/Adjusted Member PILOT Contributions shall be subject to the Agency's prior payment and/or satisfaction of any other Agency financial obligations, including, but not limited to, any SRF loan obligations, and any waterfall, availability payment, concessionaire fees and other fees and charges payable to the operator, concessionaire, lessee or developer of the Unified SSWS (collectively, the "Developer");
 - iii. The Agency's reimbursement of any Member's PILOT Contributions/Adjusted Member PILOT Contributions may be made after the Agency demonstrates cash reserves for 12 months of projected payments to the Developer above any reserve the Agency is required to maintain as part of its contract(s) with the Developer; and
 - iv. Any amount by which a Member's cumulative Member PILOT Contributions/Adjusted Member PILOT Contributions exceeds its applicable PILOT Contribution Threshold shall be hereinafter referred to as the "Excess PILOT Contribution." Members which have contributed Excess PILOT Contributions shall be given priority in the reimbursement of the amount contributed in excess of the Member PILOT Contribution Threshold. The Agency's reimbursement of Excess PILOT Contributions shall be made proportionally based on the total amount of excess contributions made by each Member. Once all Excess PILOT

Contributions, with applicable interest accruing as of the date the applicable Excess PILOT Contributions are made and calculated as simple interest at a rate of 1.5 percent per annum, have been reimbursed, the Agency shall begin reimbursement of the Member PILOT Contributions under this Section 2(c), and said reimbursements shall be paid to the applicable Members in proportion to the total amount paid by each Member of the cumulative PILOT Contributions.

- d) Except for a failure to pay as provided in Section 3, if a Member has not contributed the entirety of its PILOT Contribution Threshold at such time as said Member desires to connect to the Unified SSWS, such deficiency will not be included or accounted for as part of any connection fees which must be paid by said Member, nor will the Member be required to contribute the entirety of its PILOT Contribution Threshold before being allowed to connect to the Unified SSWS. Nothing herein will relieve said Member from continuing to make PILOT Contribution payments as required under the terms of this Agreement until such time as the Agency has received a cumulative total of Member PILOT Contributions equal to or in excess of \$25,741,318.00. This provision shall not apply to Agency Members that are not parties to this Agreement.
- e) In the event the Agency dissolves in accordance with the Formation Interlocal or pursuant to applicable Nebraska law, all Member PILOT Contributions, Adjusted Member PILOT Contributions and other sums actually contributed or otherwise paid to and held by the Agency pursuant to this Agreement as of the effective date of such dissolution may be paid back to each Member in proportion that its individual contributions bears to the Members' aggregate contributions pursuant to this Agreement; provided, however, that no sums may be paid back to the Members under this section until such time as all other outstanding Agency debts, liabilities and obligations are paid, retired and otherwise satisfied.

3. **Failure to Pay.** In the event any Member fails to pay its applicable Member PILOT Contribution or Adjusted Member PILOT Contribution in accordance with Section 1 above, and such failure continues after 30 days' prior written notice from the Agency, then the Agency may either (a) increase any connection and/or user fees to such Member's jurisdiction so that such increased amount is equal to the Member PILOT Contribution (or Adjusted Member PILOT Contribution, as applicable) payable by such Member, or (b) refuse to allow developments within such Member's jurisdiction to connect to the Unified SSWS until such accrued Member PILOT Contribution (or Adjusted Member PILOT Contribution, as applicable) then due and owing is paid by such Member.

4. **Periodic Review.** At any time subsequent to the completion of construction of Phase 1A of the Unified SSWS (but no more than once per Agency fiscal year), the Agency Board shall, upon the written request of any Member, periodically review the terms and conditions of this Agreement including, but not limited to, the Member PILOT Contributions, the Adjusted Member PILOT Contributions, and the PILOT Contribution Threshold to determine whether any amendments to such terms are necessary and reasonable based on the then actual revenues, operating surplus (or deficit), and/or available cashflow balance

generated from the Unified SSWS to reduce the Member's obligations pursuant to this Agreement. Subject to the limitations set forth in Section 5(e) below, the Agency may thereafter amend such terms pursuant to an amendment to this Agreement executed by the Agency and all Members' respective governing bodies.

5. **Interlocal Cooperation Act.** This Agreement is entered into between the parties pursuant to the Act. The parties agree:
 - a) This Agreement does not establish any separate legal or administrative entity.
 - b) Commencing on the Effective Date (as defined in Section 7 below), this Agreement shall continue in full force and effect until the earlier of (i) the date on which all Members receive a full reimbursement of their respective Member PILOT Contributions paid to the Agency pursuant to Section 2(c) above, or (ii) the date all the parties hereto agree in writing to terminate this Agreement, subject to approvals required pursuant to any future agreement(s) with the Developer and/or any lender or financier for the construction, operation, maintenance and financing of the Unified SSWS.
 - c) The purpose hereof is to fund the Agency's payment obligations pursuant to any financial obligations related to the construction, operation, maintenance and financing of the Unified SSWS.
 - d) No separate financing is necessary for the implementation of this Agreement.
 - e) Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the agreement of all the Members as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution.
 - f) Any cooperative effort that is needed will be administered by the respective designees of each Member to the Agency Board pursuant to the Formation Interlocal. Except as otherwise provided herein, there will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.
 - g) Notwithstanding anything in this Agreement to the contrary, if a Member withdraws from the Agency in accordance with the Formation Interlocal, the Member's participation under this Agreement automatically shall terminate without further action or obligation required of the Member.
6. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and the parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other parties. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

7. **Effective Date.** This Agreement shall be subject to approval of the governing bodies of all the parties, and each party shall each furnish to the other parties a certified copy of the resolution of its respective governing body. This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto (the "Effective Date").
8. **Miscellaneous.** This Agreement may be modified only by written amendment, approved by the governing bodies of all parties and duly executed by authorized representatives of the parties. Every amendment shall specify the date on which its provisions shall be effective, and if an effective date is not specified, the amendment shall be effective on the last date that the amendment is executed by a party. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by any party other than those that are expressly set forth herein. No agent, employee or other representative of any party is empowered to alter any of the terms hereof except as provided herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

The recitals at the beginning of this Agreement and all Exhibits or other documents referenced in this Agreement shall be incorporated herein by this reference.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this _____ day of _____, 2019.

SARPY COUNTY AND CITIES
WASTEWATER AGENCY,
A Political Subdivision

By _____
Chairperson, Agency Board

ATTEST:

Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by Sarpy County this _____ day of _____, 2019.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

By _____
Chairperson, Board of Commissioners

Attest:

Sarpy County Clerk

Approved as to form:

Sarpy County Attorney

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Bellevue this _____ day of _____, 2019.

ATTEST:

CITY OF BELLEVUE, a Nebraska
Municipal Corporation

Sabrina Ohnmacht, City Clerk

Rusty Hike, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Papillion this _____ day of _____, 2019.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole Brown, City Clerk

David P. Black, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of La Vista this _____ day of _____, 2019.

ATTEST:

CITY OF LA VISTA, a Nebraska
Municipal Corporation

Pamela A. Buethe, City Clerk

Douglas Kindig, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Springfield this _____ day of _____, 2019.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska
Municipal Corporation

Kathleen Gottsch,
City Administrator/City Clerk

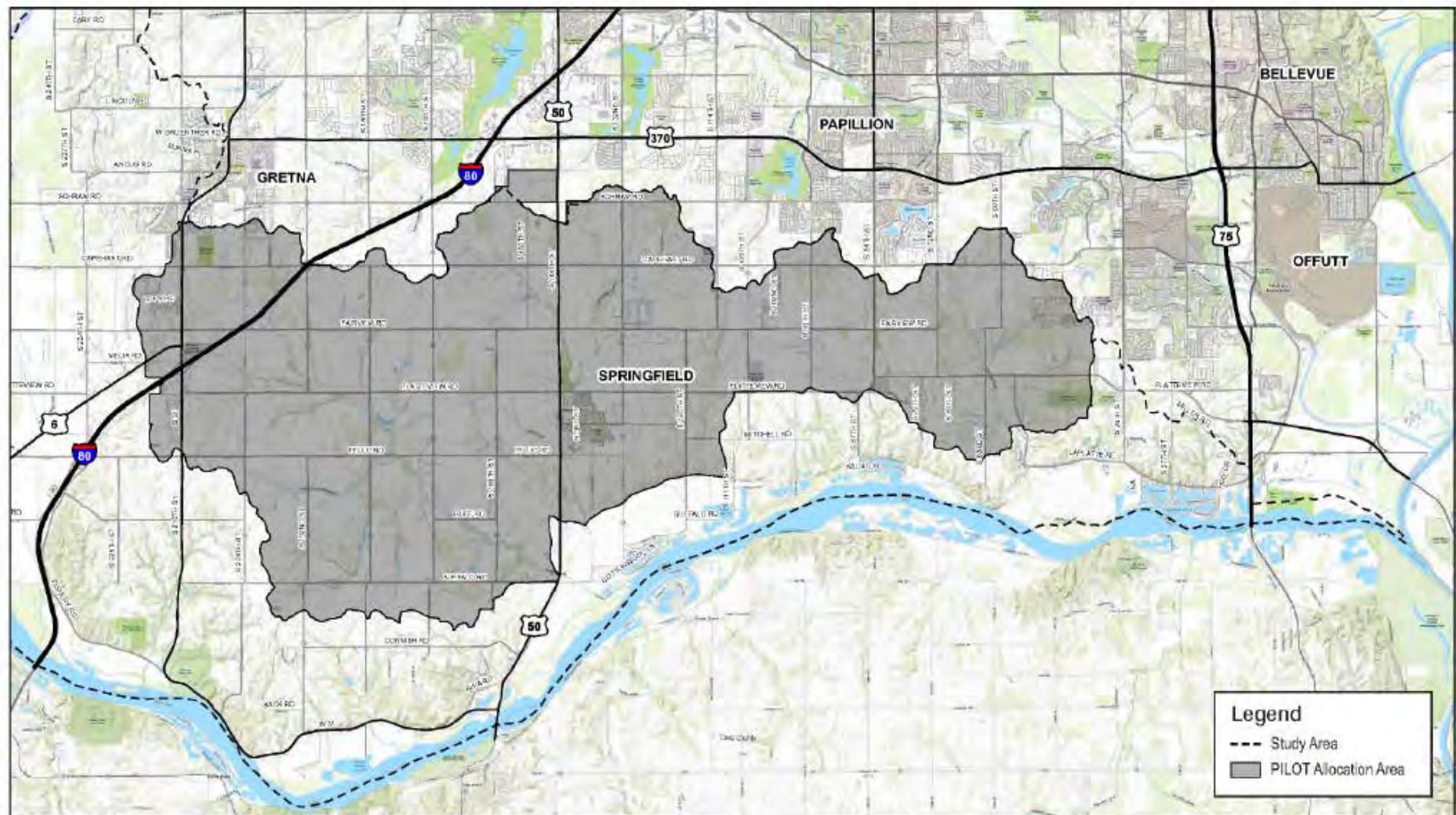
Robert Roseland, Mayor

CITY SEAL

EXHIBIT A

PILOT Allocation Area Map

[Attached]



SOUTHERN SARPY COUNTY



DATE
September 2019
FIGURE
PILOT Allocation
Area Map

EXHIBIT B**PILOT Contribution Thresholds**

Member	PILOT Contribution Threshold
Bellevue	\$4,261,560.00
Papillion	\$6,160,303.00
Sarpy County	\$11,293,170.00
Springfield	\$4,026,285.00
Total	\$25,741,318.00

EXHIBIT C

Map of Jurisdictional Areas South of Sarpy County Ridgeline

[Attached]

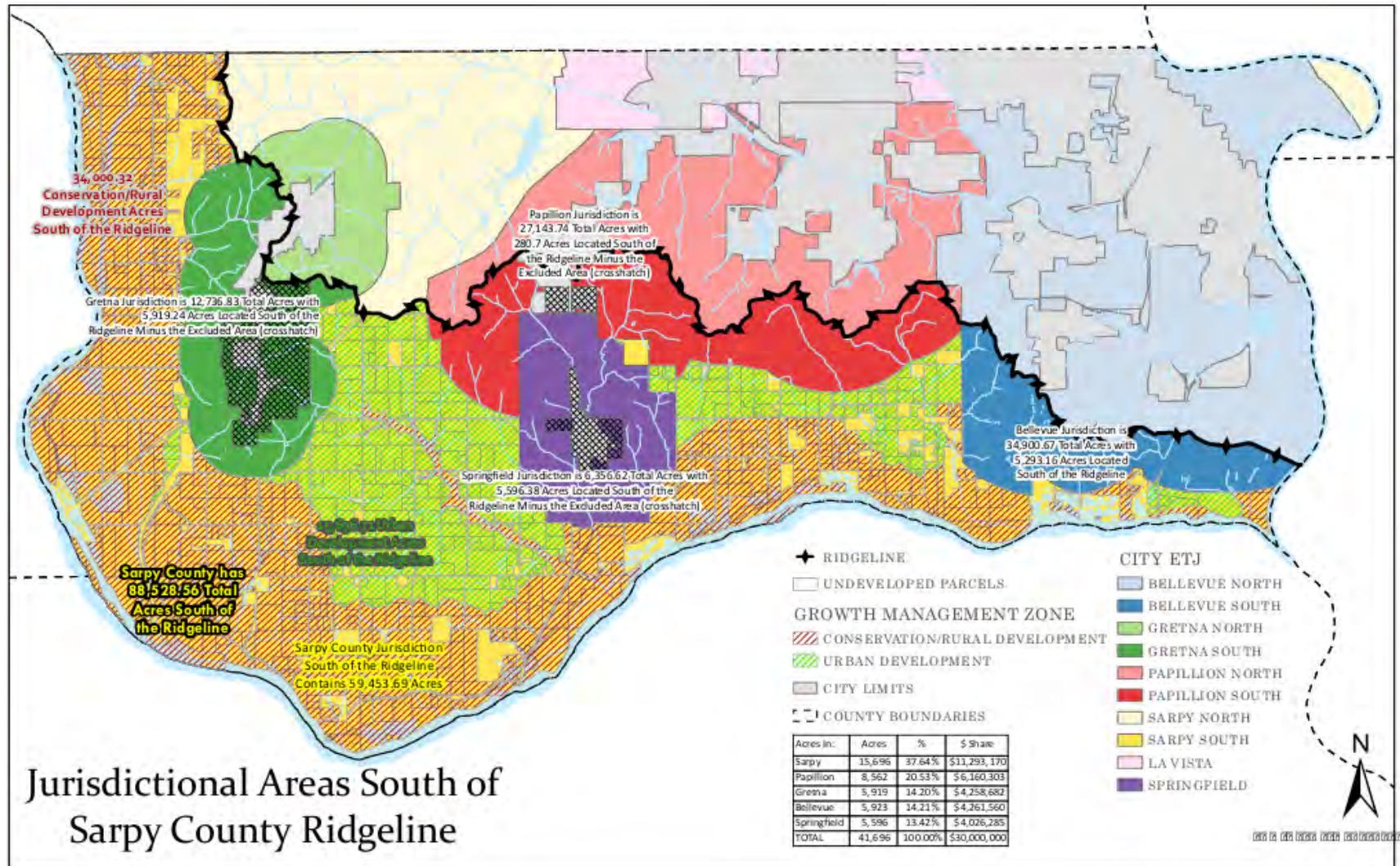


EXHIBIT D

Baseline PILOT Distributions

Member	Baseline PILOT Distribution
Bellevue	\$0.00
Papillion	\$24,058.54
Sarpy County	\$34,782.09
Springfield	\$26,449.56
Total	\$85,290.19

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2019 AGENDA

Subject:	Type:	Submitted By:
TOBACCO FREE AREA DESIGNATION – LA VISTA PARKS, SPORTS COMPLEX AND SWIMMING POOL	RESOLUTION ORDINANCE RECEIVE/FILE ◆ DISCUSSION	JASON ALLEN PARKS SUPERINTENDENT

SYNOPSIS

As a follow up to the February 16, 2019 City Council Work Session, the potential designation of all City parks as tobacco free areas has been placed on the agenda as a discussion item.

FISCAL IMPACT

N/A

RECOMMENDATION

N/A

BACKGROUND

In July of 2012 the City Council passed a resolution designating areas where sports fields are located, specifically at City Park, Kelly McMahon Park, and the Sports Complex, as tobacco free. Since that time the City has been approached by the Tobacco Education & Advocacy of the Midlands group (TEAM) requesting that all City parks be designated as tobacco free areas. TEAM would provide the necessary signage free of charge to the City.

This was a topic brought up at the February 2019 City Council Work Session, and the Mayor and Council asked for additional information. Specifically, what have other area communities done in their parks? The cities of Bellevue, Papillion, Springfield, and Louisville have all designated their parks as tobacco free areas. Additionally, a number of larger cities have also adopted this designation in their parks including Fremont, Grand Island, Hastings, Kearney, Lincoln, Norfolk, North Platte and Scottsbluff.

The premise of the request from TEAM is that second hand smoke or exposure to tobacco smoke can cause adverse health risks in children and adults; that there is no safe level of exposure to second hand smoke, whether it is indoors or outdoors; and that children who observe adults using tobacco products may choose to emulate unhealthy behaviors. Tobacco products would include cigarettes, cigars, pipes, smokeless tobacco, electronic nicotine delivery systems and alternative nicotine products.

Staff is looking for direction from Council as to whether they would like to see all of the City's parks designated as tobacco free areas. If so, a resolution would be brought back at the next meeting.